

COMPAGNIE MARITIME MARFRET

BILL OF LADING
FOR EITHER COMBINED TRANSPORT
OR PORT TO PORT SHIPMENT

SHIPPER/EXPORT AGRICOLA CERRO PRIETO SA RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA - PERU CTC: MARLENE GALLARDO AYLLON TLF:51 1 6193900 EMAIL: MGALLARDO@ACPAGRO.COM		DOCUMENT NO. BK23133510
CONSIGNEE JOSE LUIS MONTOSA S.L. Finca El Molino s/n 29792 Valle-Niza (Velez- Malaga) Malaga (España) EORI: ES-B29663911 CTC: Erica Diaz Zayas PHONE: + 34952513533		EXPORT REFERENCES BL23132311 SC2010980
NOTIFY PARTY COMERCIO EXTERIOR SOUTO S.L. ZAL Bahía de Algeciras, Ed. El Fresno, Of. A-604 11370 Los Barrios Cádiz España EORI: ES-72001274 CTC: Meritxel souto PHONE: + 34956688379 - FAX: + 34956688377		FORWARDING AGENT - REFERENCES
PIER/TERMINAL TPE TERMINAL PORTUARIO		POINT AND COUNTRY OF ORIGIN PERU
VESSEL VOY NEOKASTRO 2305132FN		DOMESTIC ROUTING/EXPORT INSTRUCTIONS THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED SEA WAYBILL NON CONTRACTUAL NOT NEGOTIABLE DOCUMENT
PORT OF DISCHARGE Algeciras		
PLACE OF RECEIPT*	PORT OF LOADING Paíta	
PLACE OF DELIVERY		

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
45R1 TLLU1051755 SEAL: 003PL029957 SEAL: 004VA038383	2400	1 X 40' High Cube Reefer Container(s) S.T.C.: BOX 01X40 REEFER CONTAINING: 2400 BOXES WITH FRESH AVOCADOS 2400 CAJAS DE PALTAS FRESCAS P.A. 0804.40.00.00 TR: 5034113841 / VB5HA119 / VB5HA126 TEMPERATURE: 6C CO2 6% // O2 4% VENTILATION: CLOSED HUMIDITY: OFF FDA Register: 19265592090 FREIGHT COLLECT	CARGO: 25,940.000kg TARE: 4,420.000kg GROSS: 30,360.000kg 66,932.263lbs	

SHIPPER'S DECLARED VALUE

*APPLICABLE ONLY WHEN USED FOR COMBINED/THROUGH TRANSPORT.

Received by **Marfret** for shipment by ocean vessel, between Port of Loading and Port of Discharge, and for arrangement or procurement of precarriage from Place of Receipt and/or on carriage to Place of Delivery as indicated above, the Goods as specified above in apparent good order and condition unless otherwise stated. It is further agreed that the Goods stowed in Containers may be carried on deck or under deck without notice.
The receipt, custody, carriage, delivery and transshipping of the goods or containers or other packages are subject to the terms appearing on the face and back hereof in addition to Carrier's applicable tariff.
In witness whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished, the others to be void.
All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to such action.

FOR THE CARRIER

By _____

Dated at **Paíta** **07/19/2023**B/L No. **MFUSBL23132311** Month _____ Day _____ Year _____

	OCEAN FREIGHT CHARGED ON	PREPAID	COLLECT
	USD ICS fees		25.00
	USD SEA FREIGHT		4,800.00
	EUR THC Port of Discharge		345.00
	USD THC Port of Loading		100.00
	TOTAL CHARGES	EUR USD	345.00 4,925.00

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PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
Set Point: 6.0C				
<p><i>For the purpose of this document the words bill of lading, wherever and whensoever they appear in the terms of the Carrier's bill of lading shall be substituted by the word Seawaybill. This seawaybill is not a document of title of goods. The Carrier is authorised to deliver the cargo to the consignee on production of proof of his identity. The shipper declares he irrevocably transfers to the consignee the right of control of the cargo during the carriage starting from the moment the Carrier becomes liable for said cargo.</i></p>				
			Total Containers: 1 Total Weight of Cargo: 25,940.000 kg Total Tare: 4,420.000 kg Total Gross Weight: 30,360.000 kg	

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Received by **Marfret** for shipment by ocean vessel, between Port of Loading and Port of Discharge, and for arrangement or procurement of pre-carriage from Place of Receipt and/or on carriage to Place of Delivery as indicated above, the Goods as specified above in apparent good order and condition unless otherwise stated. It is further agreed that the Goods stowed in Containers may be carried on deck or under deck without notice. The receipt, custody, carriage, delivery and transshipping of the goods or containers or other packages are subject to the terms appearing on the face and back hereof in addition to Carrier's applicable tariff.

In witness whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished, the others to be void.

All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to such action.

FOR THE CARRIER

By _____

Dated at Paita

07/19/2023

B/L No. MFUSBL23132311 Month Day Year

OCEAN FREIGHT CHARGED ON	PREPAID	COLLECT
TOTAL CHARGES		

CONDITIONS OF CARRIAGE

Art 1 - Definition

- Carrier - means the party named on the face of this document and on whose behalf this Bill of Lading has been signed. In the case of Combined Transport - means the carrier.
- Merchant - includes the Shipper, Receiver Consignor, Consignee of the Goods, any person owning or entitled to the possession of the Goods of this Bill of Lading, the holder of any document (including this document) evidencing the contract of carriage and any person acting on behalf of any of the aforementioned.
- Goods - means the cargo received from the Shipper and includes any Container not supplied by or on behalf of the Carrier as well as the contents of such Container - includes any container trailer, transportable tank, flat or pallet or any similar article of transport used to consolidate goods.
- Cargo - means the whole of the operations and services undertaken by the Carrier in the respect of the Goods.
- Port - means the place of loading and unloading of the Goods. The Place of Delivery are indicated on the face hereof.
- Port to Port Shipment - arises when the Carriage called for by the Bill of Lading is not Combined Transport.
- Freight - includes all charges payable to the Carrier in accordance with the applicable Tariff.
- Package - includes any unit of transport and any equipment which may be made or employed in the performance of this contract
- Unit of Transport - per individual Package if the goods are packed, per Block Unit if the goods are not packed.

Art 2 - Warranty

The Merchant warrants that in the agreeing to the terms hereof he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

Art 3 - Subcontracting and Indemnity

The Carrier shall be entitled to sub-contract the carriage on any terms whatsoever. It is hereby expressly agreed that no servant or agent of the carrier (including the sub-contractor) shall be entitled to sue the carrier or the carrier shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee or owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions, the carrier shall be liable for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the part of any servant or agent of the carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the carrier is or shall be deemed to be acting as a servant or agent of the carrier for the benefit of all persons who are or may be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.

Art 4 - Paramount Clause

This agreement is governed either by the French law of the 18/06/1936 and relevant edicts, or the International Convention for the Unification of Certain Rules relating to Bills of Lading of August 25th 1924, as amended by the protocol signed at Brussels on 23rd February 1968, but only to the extent and on the occasion that such rules are mandatory and in the absence of express terms and stipulations which would be deemed null and void only if, and to the extent that, they should be prohibited in whole or in part by the applicable law.

None of the rights, limitations and exemption and liability enjoyed pursuant to the above law, edicts, convention and rules are waived by the Owner.

The Carrier shall be liable for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the part of any servant or agent of the carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the carrier is or shall be deemed to be acting as a servant or agent of the carrier for the benefit of all persons who are or may be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.

Art 5 - Carrier's Responsibility, Modalities and Limitations of Indemnity - Port to Port Shipment

-Period of liability:
The carrier is deemed to take possession of the goods on loading on the vessel and to deliver same on discharge from the vessel and the carrier shall not be liable for loss or damage to the goods during the period before loading or after discharge from the vessel or loss or damage arising therefrom.

(a) Loading shall be deemed to have commenced when the goods are connected with the tackle aboard the vessel, and discharge shall be deemed to have ceased when the goods are disconnected from the tackle on the vessel.

(b) For the operation of handling, stowage, lashing or unloading carried out before loading or after discharge from the vessel, the stevedore and/or ship agent are deemed to act on behalf of the merchant even if they were chosen by the carrier, in particular, when these operations are performed by a public or semi-public authority or under the control of the carrier.

- Modalities and Limitations of Indemnity:

- (a) In case of damage or loss sustained by the cargo, the value retained to compensate B/L holder or endorsee thereunder shall be the intrinsic value of the cargo at the time of loading on the vessel, less any duties, interest, commissions, etc.
- (b) Furthermore and notwithstanding any exemptions or limitations hereunder and whether printed, hand-written, typed or stamped, under no circumstances shall the carrier's liability with respect to any goods the value of which was not shown on the B/L and explicitly agreed by the carrier and the freight paid ad valorem exceed the value of the goods.
- (c) The liability of any of the Carrier for loss and/or damage to the Goods occurring from loading onto any sea-going vessel up to discharge from that vessel or from another sea going vessel into which the Goods shall have been shipped shall be determined in accordance with the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading dated 25th August 1924 provided that this Bill of Lading is issued in a State where the said Hague Rules are in force and in accordance with the French Law. All the terms of the Bill of Lading shall apply to such carriage, save that if any term in this Bill of Lading is repugnant to the Hague Rules it shall be void to that extent but not further notwithstanding the above, the Carrier's liability if any shall be limited to the amount of the Freight and any other charges payable to the Carrier.
- (d) In this case and when the said Hague Rules are not in force the liability of the carrier shall in no event exceed US\$ 500 per package and Unit as defined in art 1.

Art 6 - Carrier's Responsibility, Modalities and Limitations of Indemnity - Combined Shipment

-Period of liability:
The carrier is deemed to take possession of the goods provided for hereunder and includes at least two means of conveyance, notwithstanding the provisions provided under article 4 and any contrary established custom, the carrier's liability is strictly limited to the carriage by sea only and the carrier does not incur any liability whatsoever in respect of carriage by other carrier.

The carrier is deemed to take possession of the goods at the place of receipt of the goods at the inland transit whether as a pre-transit unit such time as the goods are taken over by the ship or on-transit commencing completion of the shipment by sea and inland transit to final delivery on rail or truck or any other appliance, under which circumstances the inland carrier shall be deemed acting for the sole account of the shipper. The carrier shall be liable only for the damages or loss sustained by the goods during the carriage by sea on ships operated by the carrier under his supervision, even though the carrier shall collect the full amount of the freight.

But if these actions are not possible and after that the Merchant proves it, the Carrier shall be liable for loss or damage occurring during carriage to the extent of the value of the goods.

1) Where the stage of carriage where loss or damage occurred is not known.

The Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

- (i) an act or omission of the carrier or his servants or agents in this article.
- (ii) insufficiency or defective condition of packing or marking.
- (iii) insufficiency or inadequacy of marks or numbers on the goods.
- (iv) stowage, loading, lashing or unloading of the Goods by or on behalf of the Merchant.
- (v) inherent vice of the Goods.
- (vi) fire unless caused by the actual fault or privity of the carrier.
- (vii) strike, lock-out, stoppage or restraint of labour of any kind which the Carrier could not avoid by the exercise of reasonable diligence.
- (viii) A nuclear incident if the carrier or his servants or agents is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy.
- (ix) any cause or event which the Carrier could not avoid and the consequence thereof he could not prevent by the exercise of reasonable diligence.

Where the Carrier establishes that the circumstances in the case, the cause of the loss or damage could be attributed to one or more of the causes or events specified in paragraphs above, it shall be presumed that it was so caused. The Merchant shall however be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(b) Where the stage of Carriage where loss or damage occurred is known.

Notwithstanding anything provided for in sub-clause 6 (1) (a) above and subject to each deck cargo and livestock where it is known during which stage of Carriage loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined:

- (i) if the provisions contained in any international convention or national law apply to the carriage of the goods, the Carrier shall be liable thereunder.
- (ii) cannot be departed from by private contract to the detriment of the Merchant and
- (iii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of carriage where the loss or damage occurred.

Where no international convention or national law would apply, by the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading dated 25th August 1924, as amended by the protocol signed at Brussels on 23rd February 1968, if the loss or damage is known to have occurred on sea or

(c) by the provisions of the sub-clause 6 (1) (b) in cases where the provisions of paragraphs (a) and (b) do not apply.

(d) Where the provisions of sub-clause 6 (2) the liability of the Carrier shall be determined by the provisions of any international convention or national law, this liability shall be determined as though the Carrier were the carrier referred to in any such convention or national law. References in this sub-clause (2) to the internal law of a State shall be deemed to exclude all principles of private international law applied by the State.

Where the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, when such loss or damage arises prior to the loading onto the vessel. Where the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, however occurring, when such loss or damage arises subsequent to the discharge from the vessel.

-Amounts of Compensation

In inland transport below and subject to the provisions in any international convention or national law, compensation shall in no circumstances, whatsoever and however arising, exceed US\$2 per kilo of gross weight of the Goods lost or damaged limited at US\$ 500 per package and Unit.

For the purpose of limitation of liability, a Container stuffed by the Carrier or on the Carrier's behalf shall be deemed as forming a single package with the contents thereof.

Art 7 - Special provisions

1 - Notice of loss or damage:
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery thereof under this Bill of Lading. The loss or damage must be notified to the Carrier or his representative at the place of delivery of the Goods within three calendar months after the date of delivery of the Goods. Unless proceedings are instituted within one year after the delivery of the goods or the date when the goods should have been delivered, the Carrier shall be discharged from any liability, and does not hereby waive any shorter time bar arising to the Carrier's benefit under any legislation or agreements in effect, at the time of delivery of the Goods.

Art 8 - Sundry liability provisions

1. Delay
The carrier does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time to meet any particular market or use. The Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay.

If this exemption from liability shall be invalid under mandatory law, the liability of the carrier shall be limited to the value of the freight or, when the stage where the delay occurred is not known, to the value of the goods.

In case of delay from the vessel, the carrier shall not be liable for loss or damage sustained by perishable cargoes carried in containers at the sole risks of the Merchant.

2. Higher compensation than that provided by clauses 5, 6, whichever may be applicable may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper, which exceeds the limits laid down in this clause, has been stated in this Bill of Lading and extra-freight paid if required. In that case the amount of the declared value shall be substituted for those limits. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Art 9 - Shipper-packed Containers

If a container has not been packed by or on behalf of the Carrier,
(a) The Carrier shall not be liable for loss of or damage to the Goods caused by:
(i) the loss or damage to the container;
(ii) the unsuitability of the Goods for carriage in Containers or
(iii) the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall not apply if the unsuitability or defective condition would have been apparent to the Carrier upon reasonable inspection by the Merchant at or prior to the time when the Container was packed.

(b) The merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in paragraph (a) above. The liability of the merchant shall be determined by the provisions referred to in paragraph (a) (iii) The Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisions referred to in that paragraph apply.

Art 10 - Inspection of Goods

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time to inspect the Goods. If by order any authority at any place, the goods have to be unpacked from the containers to be inspected, the Carrier will not be liable for any loss or damage incurred during such unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of unpacking, inspection and repacking from the Merchant. If it appears that the goods have lost their value, then the Carrier shall be entitled, with the agreement of the Merchant to destroy such goods, and all expenses and costs incurred shall be paid by the Merchant.

Art 11 - Carriage affected by condition of Goods

If it appears at any time that the Goods or any part thereof cannot safely or properly be carried further, either all or without incurring any additional expense or for any reason, the Carrier shall be entitled to refuse to receive the Goods or to require the Carrier may without notice to the Merchant take the Goods and/or abandon the Carriage and/or store the same ashore or afloat under shelter or not at any place which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

Art 12 - Description of Goods

No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or values of Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

Art 13 - Shipper's/Merchant's responsibility

The Carrier shall be under no liability for any loss or damage to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are adequate and correct.

2. The Shipper shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies or in inadequacy of such particulars or from any other cause which entitles the Carrier to refuse to receive the Goods or to require the Carrier may without notice to the Merchant take the Goods and/or abandon the Carriage and/or store the same ashore or afloat under shelter or not at any place which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

3. The merchant shall comply with all regulations or requirements of customs, port or any other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or charges or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or other particulars on the goods and/or containers.

4. If the Merchant uses its own containers, such containers shall comply with ISO/CSC regulations and be correctly cared for and respect any applicable legislation in all parts of call.

Where Containers owned or leased by the Carrier are unpacked by the Merchant, he is responsible for returning the empty Containers with interiors brushed and clean and with all its accessories, to the port or place of discharge or to the port or place designated by the Carrier, his servants or agents within the prescribed time. The Merchant shall be liable for any demurrage loss or expense which may arise from such non-return and will indemnify the carrier for any/all losses or damages or expenses which he or she may be held liable. Unless the Merchant contests the estimate presented by the Carrier within 5 days of its receipt it will be deemed accepted by him.

Art 14 - Freight and Charges

Freight shall be charged by weight, volume ad valorem, or by numbers at the Owners option and, in all cases, payable in currency stipulated in the Bill of Lading. Any goods which on inspection should be found of a different nature, or of a larger weight, volume or value than declared by the Shipper on the Bill of Lading shall be deemed to have been delivered in conformity with the actual weight, quantity, volume or value, as liquidated damages, any particular provisions of the shipping conferences notwithstanding.

1. Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

2. The Merchant shall be liable to pay to the Carrier any amount due to the Merchant at any time, whether payable at the time of receipt of the goods or before delivery of the goods either in the tariff currency or, at his option, in another transferable currency.

The Merchant's attention is drawn to the stipulation concerning currency in which the freight and the charges are to be paid, rate of exchange, devaluation and other matters referred to in paragraph 2.

If no such stipulation as to devaluation exists or is applicable, the following clause shall apply:

In case of devaluation of the currency in which freight and charges are expressed, the corresponding amounts shall be automatically and immediately increased in accordance with the said clause.

3. The Freight has been calculated on the basis of detailed information furnished by or on behalf of the shipper. The Carrier may at any time open any Container or any other package or Unit in order to review, remeasure or revalue the contents, and if the detailed information provided by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to double the correct Freight less the freight charges shall be payables liquidated damage to the Carrier.

4. Attention is drawn to the Carrier's applicable conditions for Container and vehicle demurrage which may be obtained from the Carrier or his Agents.

5. All unpaid freight and charges shall be paid without any set-off, counter-claim or stay of execution before delivery of the goods.

6. The Carrier shall be liable for any loss or damage to the Goods or any part thereof which may be caused by the negligence or default of the Carrier for the payment of all freight charges and demurrages and for the performance of the obligation of the contract evidenced by this Bill of Lading.

Notwithstanding any provisions to the contrary, any unpaid freight and other transport costs remain due even after expiry of ONE YEAR after completion of the voyage.

Any and all dock, tonnage, toll dues, landing charges, stamp duties and other taxes levied by the customs or other national or private authorities shall be borne by the cargo and prepaid by the receiver before the goods are delivered. In the case where the exact amount is unknown the Carrier shall collect one provision. The Master and Carrier shall be jointly and severally liable for any consequential damages arising out of the enforcement of administrative or customs regulations which may be incurred by the Master, Carrier and his Agents for any reason whatsoever.

On any sum owing and payable by the receiver to the carrier for the shipper's account against delivery of the goods, the carrier shall be entitled to a collection fee and shall not be bound to pay such sum until the carrier has received from the shipper the amount of such sum.

The amount so claimed shall not be taken into account unless mentioned in unambiguous and specific manner on the Bill of Lading shall be settled by the shippers.

Said refunds shall be paid to the shippers only after collection from the receivers. The Owner or his Agents do not accept any liability if the receiver should refuse to pay or should remit a discharge without any written authority of the Carrier.

Goods handed over by the shippers to the carrier shall only be returned against payment of the freight in full of an indemnity for the loss sustained in taking over the said goods.

Art 15-Lien

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whatsoever due and for the cost of recovering the same and for the purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

If on sale of the Goods the proceeds fail to cover the amount due, the cost incurred as well as the demurrages of Containers, the Carrier shall be entitled to recover the balance from the Merchant.

The Master and Carrier shall have a lien on all the goods even after expiry of fifteen days for the payment of all expenditure, freight, dead-freight, or additional freight whether prepayable or payable at destination, incurred in connection with this, or with previous voyages, even on other vessels, providing such amounts should be due by the shipper or receiver of the goods to the Owner.

Art 16 - Deck Cargo and Livestock

The Master and Carrier shall be liable for containers other than flats or panels which are stated therein to be carried on deck and livestock whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature whether caused by unseaworthiness or negligence or any other cause whatsoever.

The Master and Carrier are specifically authorized by the Shipper to stow and carry cargo on deck and without giving notice to the B/L holder, they are contractually dispersed from giving a notice.

Stowage and carriage on deck shall be deemed approved by the shipper.

The Goods and Carriage shall be carried on deck at the carrier's expense, risks and loss.

The Master and Carrier will not be responsible for any loss and/or damage incurred during the shipping transport, loading/unloading and transhipment.

2. Livestock are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction of livestock and the carrier shall be liable for any loss or damage to the livestock caused by the negligence or default of the Carrier or his agents.

3. The Carrier shall be liable for any loss or damage to the livestock caused by the negligence or default of the Carrier or his agents, considering that any of the livestock is likely to be injurious to the health of another livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage, such livestock may be destroyed or thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever in connection with the carriage of such livestock.

Art 17-Motor Vehicles

Privately owned vehicles (automobiles, trucks, motorcycles, scooters) shall not be accepted unless insured.

Vehicles loaded by the roll-on/roll-off process shall be parked on board by their operator and/or owner who therefore accepts full responsibility for any damages to the vessel or to the cargo.

If the shipper should not be present to roll-on/roll-off the vehicle, such operations shall be effected on their behalf, at their own costs and risks.

Unless jointly verified before loading by representatives of all parties concerned, in particular with respect to the condition of refrigerated goods, the Merchant shall be liable for any loss or damage to the goods.

The Carrier only verifies motor vehicles and do not take on any responsibility regarding the eventual contents put into it by the Merchant. The Carrier also does not guarantee any accessories of the vehicles which of but without limiting to: windscreen wiper, hubcap, spare wheel, car radio, etc.

The Carrier shall be liable for any loss or damage to the vehicles caused by the negligence or default of the Carrier or his agents, considering that any of the damage or loss occurred to the said any damage resulting therefrom either to the vessel or to both the vessel and any third party will be for the account of the shipper.

Art 18 - Refrigerated vehicles and containers

The Carrier accepts no responsibility for damages sustained by the cargo arising out of defects or breakdowns on the container refrigerating unit, accessories and/or thermostat, if the carrier should provide electric power to the vehicles refrigerating systems the carrier's obligations shall be limited to supplying power at a voltage and frequency consistent with the E.E.C. specifications, while the shipper shall be responsible for ensuring that the voltage available on start-up is consistent with that required.

The carrier shall not be liable for power supply breakdowns.

Refrigerated cargo shall be carried under the supervision of the carrier.

The Merchant undertakes not to tender for transportation of any Goods which require refrigeration without previously giving written notice. The Merchant guarantees that all thermometric controls have been carried out by himself prior of delivery of the Goods to the Carrier. The Carrier is not responsible for damage or loss of the Goods originating from the carrier's business or otherwise, but the Carrier shall be liable for any loss or damage for losses or damages originating from latent defect or break-downs to the cooling system or to whichever electric plant either of the Goods or of the ship.

Art 19-Options

Notwithstanding any custom of the port, regulations or conventions, and even prior to declaring the vessel entry to the customs and/or complying with any customs or other formality, the Master and Owner shall have the right to load, discharge, transship the cargo or have it transhipped to barges, lighters, boats, or other means of transport.

The Merchant shall be liable for any loss or damage to the cargo caused by the negligence or default of the Carrier or his agents, considering that any of the damage or loss occurred to the said any damage resulting therefrom either to the vessel or to both the vessel and any third party will be for the account of the shipper.

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