



# DOLE OCEAN CARGO EXPRESS

# BILL OF LADING

SHIPPER/EXPORTER (PRINCIPAL OR SELLER-LICENSE ADDRESS) SAN MIGUEL FRUITS PERU S.A. RUC:20136222725 AV. JAVIER PRADO ESTE N 560, OFICINA 1801-A,SAN ISIDRO-LIMA-PERU*		DOCUMENT NUMBER C6JBK001909	B/L NO. <b>DOLQ</b> PPUU1121GU
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) DESARROLLADORA INTERNACIONAL DCI, SA-5ª AVENIDA 11-16 ZONA 3, COLONIA NUEVA MONTSERRAT GARITA 7, MIXCO, GUATEMALA **		EXPORT REFERENCES	
NOTIFY PARTY/INTERMEDIATE CONSIGNEE (NAME & ADDRESS) DESARROLLADORA INTERNACIONAL SA-5ª AVENIDA 11-16 ZONA 3, COLONIA NUEVA MONTSERRAT GARITA 7, MIXCO, GUATEMALA **		DOMESTIC ROUTING/EXPORT INSTRUCTIONS/ALSO NOTIFY  TLI0806-00-0000-0004	
PRE - CARRIAGE BY*	PLACE OF RECEIPT* PAITA		
EXPORT CARRIER (VESSEL, VOYAGE) DOLE ATLANTIC 201NO	PORT OF LOADING GUAYAQUIL	RELAY PORT	
PORT OF DISCHARGE PTO QUETZAL, GUATEMALA	PLACE OF DELIVERY*	TYPE OF MOVE SEA	

### PARTICULARS FURNISHED BY SHIPPER

MARKS & NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER: BMOU9840842 SEAL-NUMBERS 003SF036698 066766	2280	BOXES 01X40HC REEFER CONTAINING: ** OPERATING REEFER ** SET POINT: 0 DEG CELSIUS VENTS: 15 CMH OPEN 2280 BOXES WITH FRESH GRAPES SWEET GLOBE VARIETY (2280 CAJAS CON UVAS FRESCAS VARIEDAD SWEET GLOBE) PA. 0806.10.00.00 TEMPERATURE: 0 °C VENTILATION: 15 CBM HUMIDITY: OFF TR:260000487611 - A9DFY8 FDA : 14607085680 PRE CARRIAGE BY ALGOL 21023 PO: 4190415513 SE EMBARCA UVAS EN 20 PALLET CHEP-E4840A EN CASO DE REQUERIR EL	21196.000KGS	54.000M3

Copyright Negotiable

SHIPPER DECLARED VALUE \$

NO. OF ORIGINAL B(s)/L

FREIGHT CHARGES	TO BE	PREPAID	COLLECT	
OCEAN FREIGHT @ 3945.00		\$ 3,945.00		RECEIVED FROM THE SHIPPER THE GOODS OR PACKAGES SAID TO CONTAIN GOODS HEREIN ABOVE MENTIONED IN APPARENT GOOD ORDER AND CONDITION, UNLESS OTHERWISE INDICATED, TO BE HELD AND TRANSPORTED AS HEREIN PROVIDED.  THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSSHIPPING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIER'S TARIFFS ON FILE WITH THE FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.  IN WITNESS WHEREOF, THE MASTER OR AGENT OF THE SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.  Liability limited to amount specified in Clause 17 unless increased value declared by Shipper in writing to Dole Ocean Cargo Express Operations Manager at 200 South Tryon St, Suite 500, Charlotte, NC 28202 and inserted in block 23.
C.A. SECURITY @ 75.00		\$ 75.00		
BUNKER SURCHARGE @ 260.00		\$ 260.00		
TOTAL CHARGES TOTAL		\$ 4,280.00		
FREIGHT PAYABLE AT		PAITA	GLOBAL GUAT.	

BL NUMBER **DOLQ** PPUU1121GU

PLACE PAITA

DATE 12/24/21

BY \_\_\_\_\_ FOR THE MASTER

\*Applicable only when used in multimodal service.

# TERMS AND CONDITIONS

1. **CLAUSE PARAMOUNT.** Carriage under this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States approved April 16, 1936, which shall be deemed to be incorporated herein and extended to the full extent permitted therein, and nothing herein contained shall be deemed a surrender by the Vessel or the Carrier of any rights, immunities, or limitations, or to be an increase of any responsibilities or liabilities under said Act. The provisions of said Act (except as may otherwise be specifically provided herein) shall apply from the time of receipt of the Goods at the Port of Lading up to the time when they are delivered at the place of destination.

2. **DEFINITIONS.** In this Bill of Lading the word "Vessel" shall mean a vessel named in this Bill of Lading, or any substituted vessel used in the performance of this Bill of Lading; the word "Carrier" shall include the Vessel as defined herein and her owners, operators, managers, agents and demise charterer(s); the word "Shipper" shall include the person named as such in this Bill of Lading, the Shipper, the Consignee and the owner of the goods, the holder of this Bill of Lading and the person for whose account the goods are shipped; the word "goods" means the cargo "accepted" from Shipper; the word "person" shall include an individual, corporation, partnership and any other entity; the word "charges" shall include freight and all general average, salvage, special charges, expenses, amounts and money obligations; whatsoever payable by or chargeable to or for account of the goods or Shipper regardless of whether sustained, incurred or paid by Carrier in the first instance.

3. **ON DECK CARRIAGE.** (f) Goods stowed in any covered-in space or packed within a container, portable tank, railroad car, trailer, van, or other vehicle, or in a covered barge, shall, for ocean carriage, be deemed to be stowed under deck for all purposes, including General Average and the Carriage of Goods by Sea Act or other compulsory applicable legislation. (g) Goods shipped on deck (except those stowed in containers, barges, vans, or other vehicles) are carried solely at Merchant's risk, any warranty of seaworthiness being hereby expressly waived. The Carrier and any Participating Carrier by Water shall in no event be liable for any loss or damage thereto from any one or more of the causes listed in Section 4(2)(a) through (p) of the United States Carriage of Goods by Sea Act, and the burden of proving liability for any cause not excluded or waived herein shall be in full respect on the Merchant. Except as above provided, such shipments shall be deemed to be Goods, and to be subject to the provisions of this Bill of Lading.

4. **SCOPE OF VOYAGE/BERTHES.** The scope of the voyage herein contracted for shall include usual or customary ports of call whether named in this Bill of Lading or not, also ports in or out of the geographical, usual or ordinary route or order, even though in proceeding thereto the Vessel may sail beyond the port of discharge or in a direction contrary thereto or returning to the original port, or depart from the direction or customary route, and all includes all canals, straits and other waters. The Vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage, may omit calling at any port or ports or scheduled ports, and may call at the same port more than once. The Vessel may, for matters occurring before loading, known or unknown at the time of such loading, and matters occurring after such loading, either with or without the cargo on board, and before or after proceeding toward the port of discharge, adjust compasses, drydock with or without cargo aboard, go on ways or to repair yards, shift berths, make trial trips or test, take fuel or stores in any quantity at the discretion of the Carrier, remain in port, sail with or without pilots, tow and be towed, and go the assistance of vessels in distress to save or attempt to save life and property; and all of the fore-going are included in the contract voyage and shall not be considered deviations. All dunnage and salvage shall be for the sole benefit of the Carrier. If the intended or customary route is via the Suez Canal or the Panama Canal and passage through such canal is the judgment of the Carrier or master likely to be hindered, delayed or prevented by reason of landslide, earthquake, flood, obstruction(s), war, riot, strike, civil commotion, sabotage, orders or acts of government de jure or de facto, or any similar or dissimilar cause whatsoever, the Carrier may, in addition to the other rights contained in this Bill of Lading, order the Vessel to proceed to and discharge the cargo at any other port at the Carrier's discretion and Carrier shall be entitled to freight as if the Vessel had discharged the goods at the named port of destination. All expenses incurred in the discharge and storing the goods at such port of discharge shall be for the account of the Shipper.

5. **GOVERNMENTAL OR OTHER ORDERS.** Carrier, the master and the Vessel shall have liberty to comply with any directions, recommendations, orders, requirements or suggestions as to the Vessel, her voyage, employment or movement, or any disposition or other matter whatsoever relating to the goods and including but not limited to loading, departure, arrival, routes, zones, port of call, stoppages, discharge, destination, delivery or as to any other matter whatsoever given by the government of the nation under whose flag the Vessel sails or by any other government or local authority, including any such government or local authority, or by any person or body acting or purporting to act with the authority of any such government or authority, or by any committee or persons having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation. Delivery or disposition of the goods in accordance with such directions, recommendations, orders or suggestions shall be deemed in accordance with and a fulfillment of the contract voyage. In scheduling of the berth or berths herein, Carrier shall have the right to withhold delivery of the ship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances, Carrier shall have no further responsibility for the goods, and the goods shall be solely at the risk and expense, and all expenses and charges so incurred shall be payable by Shipper and shall be lien on the goods.

6. **TRANSHIPMENT.** The Carrier may tranship and forward all or any part of the goods whenever they are consigned to a place where the Vessel does not expect to discharge or whenever the Carrier, for any reason whatsoever, may deem it advisable. Such transshipment and forwarding may be made at the port of shipment, or at any other place or places, whether or not within the voyage contracted for above, and may be made by any vessel or vessels or any other means of water, land or air transportation or combination of such means selected by Carrier, whether operated by the Carrier or not, and regardless of actual or scheduled time of arrival or departure as compared with other means of transportation or carriers. Every incident of transshipment and forwarding shall be governed by the regulations of the carrier of the contract or other shipping contract of the carrier, whether or not, and even though less favorable to the Shipper in any respect whatsoever than this Bill of Lading and even though Carrier's own through Bill of Lading has been issued, in which case such issuance is for convenience only and does not bind the Carrier after the goods have been discharged from the Carrier's Vessel. In all matters whatsoever connected with transshipment or forwarding, the Carrier shall act solely as the Shipper's forwarding agent and without any further responsibility. The Shipper expressly authorizes the Carrier, as such agent, to arrange with the carrier for the lowest available rate of carriage of the goods by air, by rail, by road, by water, or by any other mode of transport, pending or during transport, the Carrier may store the goods in any place, for a short or long period, and may cause them to be stored, and shall be considered solely the agent of the shipper. The Carrier shall not be liable for any detention, delay, misdelivery, conversion, loss or damage after the goods have been discharged from Carrier's vessel. The goods and Shipper shall be liable for all additional costs of every nature, including, but not limited to, storage, cartage handling charges or increase in or carrying rates beyond those used in computing freight charges on this shipment.

The Carrier or master, in the exercise of its or his discretion, may at any time, whether or not customary and without notice, require the goods to be lighterage to or from the vessel at the risk and expense of the goods, and in this event, the carrier or master may make arrangements for lighterage or use of craft but, in so doing, shall be considered solely as the agent of the Shipper and without any other responsibility whatsoever. The Carrier shall not be responsible for the choice of condition, seaworthiness or manner of such lighter or craft nor for any loss or damage to the goods while on such lighter or craft or in the custody of the lighterage men who shall be considered agents of the Shipper.

If the Carrier elects to lighter the goods in or with lighters or craft operated or controlled by it, the Carrier shall have the benefit of all the liberties, rights, exemptions, immunities and limitations contained in this Bill of Lading with respect to such lighterage and may collect the cost thereof from the Shipper.

7. **SPECIAL CIRCUMSTANCES.** In any situation whatsoever and whosoever occurring and whether existing or anticipated before commencement of or taking place during the voyage, including the period before and during discharge, which in the judgment of the Carrier or the master is likely to give the risk of capture, seizure, detention, damage, delay (howsoever long or short) or stoppage or other loss of or damage to or loss of or damage to any part of the cargo, or to render the cargo unsafe, imprudent, unlawful or impossible, or any person or corporation or person or continue the voyage, or enter or discharge or continue the goods at the port of discharge or to give rise to any delay (howsoever long or short) or difficult in arriving, discharging or continuing to discharge, or leave the port of discharge, the Carrier or the master may, before the commencement of the voyage, require the Shipper to take delivery of the goods at the port of shipment, and upon failure to do so may discharge and warehouse the goods at the Shipper's risk and expense; or the Carrier or master, whether or not proceeding toward or attempting to enter a port of discharge, or loading or unloading or attempting to do so, may discharge or attempt to discharge the goods or may discharge the goods at the port of shipment or any other port in dock, lighter, craft or other place or may discharge and forward them by any means (rail, water, land or air) at the risk and expense of the Shipper to any port or place whatsoever at the Carrier's or the master's sole discretion and the Carrier or the master in making arrangements for any such forwarding shall be the forwarding agent of the shipper; or the Vessel may proceed or return directly or indirectly to or stop at any port or place whatsoever at the Carrier's or master's sole discretion and discharge the goods or any part thereof at any such port, or the Carrier may retain same on board until the return trip or until such time as the Carrier or the master may find it advisable and discharge them at any place whatsoever as herein provided.

Discharge of the goods under the provisions of this clause shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. When the goods are discharged from the Vessel as provided in this clause they shall be at the risk and expense of the Shipper, and all charges incurred shall be payable by the Shipper.

8. **DESCRIPTION OF GOODS.** Any reference on the face hereof to marks, numbers, description, quality, quantity, gauge, weight, measure, kind, value and any other particulars of the goods is as furnished by Shipper, and Carrier shall not be responsible for the accuracy thereof. Shipper warrants to Carrier that the particulars furnished by him are correct and shall indemnify Carrier and the Vessel against all losses, damages, expenses, liabilities, penalties and fines arising or resulting from inaccuracy thereof. Shipper acknowledges that Carrier has no means of verifying the accuracy of information provided by Shipper as to the weight or piece count of cargo.

The Shipper agrees to provide Carrier with all the required shipment data and information for Carrier to satisfy the United States Customs Service advance cargo declaration regulations. Failure of Shipper to present all data and information to Carrier sufficiently in advance of the cut-off time required at each load port will result in cargo not being loaded on the scheduled vessel. Failing receipt of instructions from Shipper to return the cargo to Shipper at Shipper's risk and expense, Carrier will hold such cargo until the next call of a vessel of the Carrier in the port of loading. Carrier is not responsible for any loss or damage due to delay in delivery or for deterioration of cargo which is not loaded due to Shipper's failure to comply with the provisions of this contract at the governing Customs regulations.

9. **COOPERATE FINE.** Shipper shall be liable for all expenses for mending, coeprage, baling or reconditioning of the goods or packages and gathering of loose contents of packages, also for any payment, expense, fine, dues, duty, tax, import, loss, damage or detention sustained or incurred by or levied upon Carrier or the Vessel in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or of the contents, failure of Shipper to procure consular or other certificates to accompany the goods or comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any part or place or act of omission of Shipper. Shipper shall be liable to Carrier for the payment of all charges and for the obligation of each of them and shall pay all expenses caused by extra handling of the goods for any reason whatsoever.

10. **DANGEROUS OR GROSS, CONTRABAND.** (1) The Carrier reserves the right, at its sole and unfettered discretion, to refuse to carry goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, infectious or dangerous nature, whether or not such goods only require a written application by Shipper to the Carrier submitted to the Carrier for approval. Such written application must accurately state the nature, name, label and classification of the goods as well as the method of rendering them innocuous with the full names and addresses of the Shipper and Consignee.

(2) Shipper must receive written acceptance of the goods from Dole Ocean Cargo Express prior to tendering the goods to the Carrier.

(3) Shipper shall undertake that the nature of the goods referred to in paragraph (1) is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by Carrier.

(4) Whenever the goods are discovered to have been received by Carrier without complying with paragraph (1), (2) and (3) or the goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place or waters during the transport, Carrier shall be entitled to have such goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at Carrier's discretion without compensation and Shipper shall be liable for and indemnify Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such goods.

(5) Carrier may also exercise or enjoy the right or benefit conferred upon Carrier under the preceding paragraph whenever it is apprehended that the goods received in compliance with paragraphs (1) and (2) above become dangerous to Carrier, Vessel, cargo, persons and/or other property.

(6) Carrier has the right to inspect the contents of the package(s) at any time and anywhere without Shipper's agreement but only at the risk and expense of Shipper.

11. **EARNED FREIGHT.** Full freight and charges hereunder to port of discharge named herein shall be considered completely and irrevocably earned upon loading whether the freight be stated or intended to be prepaid or to be collected at destination; and Carrier shall be entitled to all freight and charges due hereunder whether paid or not, and to receive and retain them irrevocably under all circumstances whatsoever. Vessel and/or goods lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of loading or elsewhere, any forwarding of the goods or any part thereof shall be at the risk and expense of the goods.

Freight may be calculated on the basis of the particulars of the goods furnished by Shipper, but the Carrier at any time may open the package and examine, weigh, measure and value the goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, Shipper and the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods of Shipper or Carrier. (2) Demurrages shall be to Carrier in United States currency, without discount or set-off of any kind, at such place and in such manner as Carrier may direct.

Carrier shall have a lien on the goods for all charges payable by Carrier under this contract and on any other contract between Carrier and Shipper, and for the cost of recovering the same, and the Carrier shall have the right to sell the goods by public auction or private treaty without notice to Shipper. Shipper shall remain responsible for payment of such sums due hereunder.

12. **BOTH TO BLAME COLLISION.** If the Vessel comes into collision with another vessel as a result of negligence of the other vessel and any negligence or other fault on the part of Carrier or its servants or subcontractors, Shipper shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss or damage to, or any claim whatsoever of Shipper paid or payable to the other or non-carrying vessel or her owners to Shipper and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provision shall also apply where the owners, operators or those in charge of any vessel or objects other than or in addition to the colliding vessels objects are at fault in respect of a collision or contact.

13. **GENERAL AVERAGE/NEW JASON CLAUSE.** General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974 at such point or place in the United States as may be selected by Carrier, and as to matters not provided for by these Rules according to the laws and usage of the port San Francisco.

14. **STRIKE CLAUSE.** If an actual or threatened labor disturbance of any kind, including strikes, lockouts, stoppage and restraint of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the loading berth, prevent or delay loading of cargo, prevent or delay departure of the Vessel from loading port, or result in damage to the Vessel or her cargo or injury to her Vessel's crew, the master shall promptly notify the Shipper who shall have the option to have the Vessel wait at or off the loading berth until the master or Carrier determines it is safe for the Vessel to enter, the Shipper paying demurrage for time so lost, or to order the Vessel to depart the loading berth with whatever goods have been loaded on the Vessel, or to order the Vessel to load the goods at Shipper's expense at an alternate port or place or to threatened labor disturbance of any kind including strikes, lockouts, stoppage and restraint of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of the Vessel from the unloading port, or result in damage to the Vessel or her cargo or injury to the Vessel's crew, the master shall notify the shipper who shall have the option to order the Vessel to wait at or off the unloading berth until termination of said disturbance, the Shipper paying the demurrage for time so lost, or to order the goods discharge at alternative port, which discharge shall constitute complete performance of the Bill of Lading.

15. **NUCLEAR CLAUSE.** Notwithstanding any provision whether written or printed contained in this Bill of Lading, it is agreed that nuclear fuels or radioactive waste or products are specifically excluded from the cargo permitted to be loaded or carried under this Bill of Lading. This exclusion does not apply to radio isotope used or intended to be used for any industrial commercial agricultural, medical or scientific purposes, provided Carrier's prior approval has been obtained to the loading thereof.

16. **EXCEPTIONS CLAUSE.** Neither the Carrier nor the Vessel shall be liable for any loss, damage, delay, or failure in performance or resulting from: act of God; act of war; quarantine restrictions; embargo; acts of public enemies, pirates or assailing thieves; hijacking, armed robbery or theft by third-parties, arrest or restriction of price, rulers or people; seizure under legal process; act or omission of Shipper, his agent or representative; strikes or lockouts or stoppage or restraint of labor from whatever cause, partial or general; riots or civil commotions; act, neglect or default of the master, pilots, mariners or other servants of Carrier; the navigation or management of or the Vessel; loss, fire unless caused by the actual fault or privity of the Carrier; thefts, danger or accidents of the sea or other navigable waters; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods; insufficiency of packing, insufficiency or inadequacy of marks; latent defect in hull, equipment, machinery, hawsers or lines; unseaworthiness unless caused by want of due diligence on the part of the Carrier to make the Vessel seaworthy or to have her properly manned, equipped and supplied; saving or attempting to save life or property at sea out any deviation in rendering such service; or any other cause arising without the fault or neglect of the Carrier or its servants or agents.

17. **VALUATION.** Carrier shall not be liable in any event for any loss, damage, misdelivery or delay with respect to the goods in an amount exceeding \$500.00 lawful money of the United States per package, or, in the case of goods not shipped in package, per customary freight unit, unless the nature of the goods and a valuation thereof higher than \$500.00 is declared in writing to Dole Ocean Cargo Express, Operations Manager at 200 South Tryon St. Suite 500, Charlotte, NC 28202 by shipper on delivery of the goods to Carrier and inserted in the Bill of Lading and extra freight is paid thereon; in which event Shipper agrees that the value of the goods shall not exceed such declared value, and any partial loss or damage shall be allowed on the basis thereof. Written acceptance of the goods must be received from the Shipper by Dole Ocean Cargo Express, prior to tendering of goods to Carrier. Carrier shall in no event be responsible for indirect or consequential damage, including without limitation extra expense, loss of profits, loss of use of property, or damage consequential upon loss of use, whether resulting from negligence, branch of this contract or otherwise by Carrier.

18. **NOTICE OF LOSS OR DAMAGE - TIME FOR SUIT.** Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents before or at time of delivery of the goods to Shipper, Such notice shall be prima facie evidence of the receipt by Shipper of the goods as described in this Bill of Lading. If loss or damage is not apparent the notice must be given within 3 days of the delivery of the goods. In any event Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the goods or the date the goods should have been delivered. Any suit against the Carrier, his agents, or the vessel may be brought only in the United States District Court for the Eastern District of Louisiana.

19. **FORCE MAJEURE.** The Carrier and any Participating Carrier by water and each Vessel involved in the carriage herein contracted shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of Sections 4281 to 4286 and 4289 of the Revised Statutes of the United States and amendments thereto, and of any other provisions of the laws of the United States, or of any other country whose laws shall mandatorily apply as if fully set forth herein and which are extended to apply from the time of receipt of the Goods by the Carrier at the Port of Loading through the time that the Goods are removed from the Port of Discharge. Nothing in this bill of lading shall be deemed to give rise to a personal contract.

20. **DEMISE CLAUSE.** This bill of lading shall effect only as a contract between the Shipper and the owner and/or demise charterer of the Vessel, as the case may be, as principals. If, however, it shall be adjusted that any other than the owner or demise charterer is the Carrier and/or bailee of the goods, all exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions provided by law or by the terms hereof shall be available to such other.

21. **EXTENSION OF BENEFITS.** All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading to the United States Carriage of Goods by Sea Act or by any applicable statute of the benefit of the Vessel or the Carrier shall also apply to and for the benefit of the officers and crew of the Vessel and to and for the benefit of all corporations parent of, subsidiary to, affiliated with or under the same management as Carrier, as well as all directors, officers, employees and agents of said corporations, and to and for the benefit of all parties performing services for or on behalf of the Vessel or the Carrier as employees, servants, agents or contractors of the Carrier (including, without limitations, stevedores and terminal operators), and the directors, officers, employees, servants, agents and sub-contractor of such parties.

22. **FURTHER AGREEMENTS.** All prior agreements of freight engagements for the shipment of the goods are superseded by this Bill of Lading. If required by a Carrier, a signed original Bill of Lading, duly endorsed, must be surrendered to the Carrier on delivery of the goods.

23. **SPECIAL OR REFRIGERATED CARGO.** Where special handling is not requested in writing and a special rate of freight is not paid, the shipper represents that the goods do not need, and the carrier will not be required to give them during loading, carriage and/or discharge, any other treatment than that given to ordinary cargo. Carrier shall not be liable for any loss of or damage to goods in a refrigerated container arising from latent defect, breakdown, or stoppage of the refrigerating machinery, insulation, ship's plant, or other such apparatus of the Ship or container, provided that the Carrier before and at the beginning of the transport has exercised due diligence to maintain the refrigerated container. The Carrier shall not be responsible for the function of a refrigerated container supplied by or on behalf of the Shipper.

24. **EXTENDED LIEN TO UNRELATED CARGO HELD BY CARRIER.** Carrier shall have a lien on the goods for any charges payable to Carrier under this contract. Where permitted by law, Carrier's lien hereunder also covers any charges payable to Carrier by Shipper, under any other bill of lading issued by Carrier. Carrier shall have the right to sell the goods by public auction or private treaty without notice to Shipper, and Shipper shall remain responsible for payments of such sums due hereunder.

25. **PAYMENTS MADE THROUGH AGENT OR FREIGHT FORWARDER.** Payment of ocean freight and charges to a freight forwarder, broker or anyone other than Carrier or its authorized agent shall not be deemed payment to Carrier and shall be made at payer's sole risk.



# DOLE OCEAN CARGO EXPRESS

# BILL OF LADING

Page: 2

SHIPPER/EXPORTER (PRINCIPAL OR SELLER-LICENSE ADDRESS) SAN MIGUEL FRUITS PERU S.A. RUC:20136222725 AV. JAVIER PRADO ESTE N 560, OFICINA 1801-A,SAN ISIDRO-LIMA-PERU*		DOCUMENT NUMBER C6JBK001909	B/L NO. <b>DOLQ</b> PPUU1121GU
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PRE - CARRIAGE BY*		PLACE OF RECEIPT* PAITA	
EXPORT CARRIER (VESSEL, VOYAGE) DOLE ATLANTIC 201NO	PORT OF LOADING GUAYAQUIL	RELAY PORT	
PORT OF DISCHARGE PTO QUETZAL, GUATEMALA	PLACE OF DELIVERY*	TYPE OF MOVE SEA	
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### PARTICULARS FURNISHED BY SHIPPER

MARKS & NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		ESTADO DE CERTIFICACION GLOBA G.A.P. CONSULTE EL ARCHIVO DE PACKING LIST PE-OPE-FO-093-ES OCEAN FREIGHT PREPAID *CNT: CRISTIAN CERNA / ALEXANDRA GONZALES PHONE: 7307300 **TAX ID: 3124401-7 CTC: ANDREA GIRON, MARIANA AMADOR, RENATO HERNANDEZ TEL: (502) 2285 9482 (502) 2285 9480 (502) 2243 6789 IMPORTACION EMAIL. WAL-MART. COM		

Copy Not Negotiable

SHIPPER DECLARED VALUE \$	NO. OF ORIGINAL B(s)/L
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FREIGHT CHARGES	TO BE	PREPAID	COLLECT
TOTAL CHARGES TOTAL		\$ 4,280.00	
FREIGHT PAYABLE AT	PAITA		GLOBAL GUAT.

RECEIVED FROM THE SHIPPER THE GOODS OR PACKAGES SAID TO CONTAIN GOODS HEREIN ABOVE MENTIONED IN APPARENT GOOD ORDER AND CONDITION, UNLESS OTHERWISE INDICATED, TO BE HELD AND TRANSPORTED AS HEREIN PROVIDED.

THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSSHIPPING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIER'S TARIFFS ON FILE WITH THE FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.

IN WITNESS WHEREOF, THE MASTER OR AGENT OF THE SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

Liability limited to amount specified in Clause 17 unless increased value declared by Shipper in writing to Dole Ocean Cargo Express Operations Manager at 200 South Tryon St, Suite 500, Charlotte, NC 28202 and inserted in block 23.

BL NUMBER **DOLQ** PPUU1121GU PLACE PAITA DATE 12/24/21

BY \_\_\_\_\_ FOR THE MASTER

\*Applicable only when used in multimodal service.

# TERMS AND CONDITIONS

1. **CLAUSE PARAMOUNT.** Carriage under this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States approved April 16, 1936, which shall be deemed to be incorporated herein and extended to the full extent permitted therein, and nothing herein contained shall be deemed a surrender by the Vessel or the Carrier of any rights, immunities, or limitations, or to be an increase of any responsibilities or liabilities under said Act. The provisions of said Act (except as may otherwise be specifically provided herein) shall apply from the time of receipt of the Goods at the Port of Lading up to the time when they are delivered at the place of destination.

2. **DEFINITIONS.** In this Bill of Lading the word "Vessel" shall mean a vessel named in this Bill of Lading, or any substituted vessel used in the performance of this Bill of Lading; the word "Carrier" shall include the Vessel as defined herein and her owners, operators, managers, agents and demise charterer(s); the word "Shipper" shall include the person named as such in this Bill of Lading, the Shipper, the Consignee and the owner of the goods, the holder of this Bill of Lading and the person for whose account the goods are shipped; the word "goods" means the word "charges" from Shipper; the word "person" shall include an individual, corporation, partnership and any other entity; the word "freight" shall include freight and all general average, salvage, special charges, expenses, amounts and money obligations; whatsoever payable by or chargeable to or for account of the goods or Shipper regardless of whether sustained, incurred or paid by Carrier in the first instance.

3. **ON DECK CARRIAGE.** (f) Goods stowed in any covered-in space or packed within a container, portable tank, railroad car, trailer, van, or other vehicle, or in a covered barge, shall, for ocean carriage, be deemed to be stowed under deck for all purposes, including General Average and the Carriage of Goods by Sea Act or other compulsory applicable legislation. (g) Goods shipped on deck (except those stowed in containers, barges, vans, or other vehicles) are carried solely at Merchant's risk, any warranty of seaworthiness being hereby expressly waived. The Carrier and any Participating Carrier by Water shall in no event be liable for any loss or damage thereto from any one or more of the causes listed in Section 4(2)(a) through (p) of the United States Carriage of Goods by Sea Act, and the burden of proving liability for any cause not excluded or waived herein shall be in full respect on the Merchant. Except as above provided, such shipments shall be deemed to be Goods, and to be subject to the provisions of this Bill of Lading.

4. **SCOPE OF VOYAGE/BERTHES.** The scope of the voyage herein contracted for shall include usual or customary ports of call whether named in this Bill of Lading or not, also ports in or out of the geographical, usual or ordinary route or order, even though in proceeding thereto the Vessel may sail beyond the port of discharge or in a direction contrary thereto or returning to the original port, or depart from the direction or customary route, and all includes all canals, straits and other waters. The Vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage, may omit calling at any port or ports or scheduled ports, and may call at the same port more than once. The Vessel may, for matters occurring before loading, known or unknown at the time of such loading, and matters occurring after such loading, either with or without the cargo on board, and before or after proceeding toward the port of discharge, adjust compasses, drydock with or without cargo aboard, go on ways or to repair yards, shift berths, make trial trips or test, take fuel or stores in any quantity at the discretion of the Carrier, remain in port, sail with or without pilots, tow and be towed, and go the assistance of vessels in distress to save or attempt to save life and property; and all of the fore-going are included in the contract voyage and shall not be considered deviations. All dunnage and salvage shall be for the sole benefit of the Carrier. If the intended or customary route is via the Suez Canal or the Panama Canal and passage through such canal is the judgment of the Carrier or master likely to be hindered, delayed or prevented by reason of landslide, earthquake, flood, obstruction(s), war, riot, strike, civil commotion, sabotage, orders or acts of government de jure or de facto, or any similar or dissimilar cause whatsoever, the Carrier may, in addition to the other rights contained in this Bill of Lading, order the Vessel to proceed to and discharge the cargo at any other port at the Carrier's discretion and Carrier shall be entitled to freight as if the Vessel had discharged the cargo at the named port of destination. All expenses incurred in the discharge and storing the goods at such port of discharge shall be for the account of the Shipper.

5. **GOVERNMENTAL OR OTHER ORDERS.** Carrier, the master and the Vessel shall have liberty to comply with any directions, recommendations, orders, requirements or suggestions as to the Vessel, her voyage, employment or movement, or any disposition or other matter whatsoever relating to the goods and including but not limited to loading, departure, arrival, routes, zones, port of call, stoppages, discharge, destination, delivery or as to any other matter whatsoever given by the government of the nation under whose flag the Vessel sails or by any other government or local authority, including any such government or local authority, or by any person or body acting or purporting to act with the authority of any such government or authority, or by any committee or persons having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation. Delivery or disposition of the goods in accordance with such directions, recommendations, orders or suggestions shall be deemed in accordance with and a fulfillment of the contract voyage. In scheduling of the berth or berths herein, Carrier shall have the right to withhold delivery of the ship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances, Carrier shall have no further responsibility for the goods, and the goods shall be solely at the risk and expense, and all expenses and charges so incurred shall be payable by Shipper and shall be lien on the goods.

6. **TRANSHIPMENT.** The Carrier may tranship and forward all or any part of the goods whenever they are consigned to a place where the Vessel does not expect to discharge or whenever the Carrier, for any reason whatsoever, may deem it advisable. Such transshipment and forwarding may be made at the port of shipment, or at any other place or places, whether or not within the voyage contracted for above, and may be made by any vessel or vessels or any other means of water, land or air transportation or combination of such means selected by Carrier, whether operated by the Carrier or not, and regardless of actual or scheduled time of arrival or departure as compared with other means of transportation or carriers. Every incident of transshipment and forwarding shall be governed by the regulations of the carrier of the contract or other shipping contract of the carrier, whether or not, and even though less favorable to the Shipper in any respect whatsoever than this Bill of Lading and even though Carrier's own through Bill of Lading has been issued, in which case such issuance is for convenience only and does not bind the Carrier after the goods have been discharged from the Carrier's Vessel. In all matters whatsoever connected with transshipment or forwarding, the Carrier shall act solely as the Shipper's forwarding agent and without any further responsibility. The Shipper expressly authorizes the Carrier, as such agent, to arrange with the carrier for the lowest rate of the goods in transit to the place of destination, and to accept such Bill of Lading and to incur the cost of any pending or during transshipment, the Carrier may store the goods in any place, either above or below deck, and the goods in any such place shall be considered solely the agent of the shipper. The Carrier shall not be liable for any detention, delay, misdelivery, conversion, loss or damage after the goods have been discharged from Carrier's vessel. The goods and Shipper shall be liable for all additional costs of every nature, including, but not limited to, storage, cartage handling charges or increase in or carrying rates beyond those used in computing freight charges on this shipment.

The Carrier or master, in the exercise of its or his discretion, may at any time, whether or not customary and without notice, require the goods to be lighterage to or from the vessel at the risk and expense of the goods, and in this event, the carrier or master may make arrangements for lighterage or use of craft but, in so doing, shall be considered solely as the agent of the Shipper and without any other responsibility whatsoever. The Carrier shall not be responsible for the choice of condition, seaworthiness or manner of such lighter or craft nor for any loss or damage to the goods while on such lighter or craft or in the custody of the lighterage men who shall be considered agents of the Shipper.

If the Carrier elects to lighter the goods in or with lighters or craft operated or controlled by it, the Carrier shall have the benefit of all the liberties, rights, exemptions, immunities and limitations contained in this Bill of Lading with respect to such lighterage and may collect the cost thereof from the Shipper.

7. **SPECIAL CIRCUMSTANCES.** In any situation whatsoever and whosoever occurring and whether existing or anticipated before commencement of or taking place during the voyage, including the period before and during discharge, which in the judgment of the Carrier or the master is likely to give the risk of capture, seizure, detention, damage, delay (howsoever long or short) or short of delivery of the goods at any port or place, or to any part of her cargo, or to render the goods at any place unsafe, imprudent, unlawful or impossible, or any person to commence or proceed or to continue the voyage, or enter or discharge or continue the goods at the port of discharge or to give rise to any delay (howsoever long or short) or difficult in arriving, discharging or continuing to discharge, or leave the port of discharge, the Carrier or the master may, before the commencement of the voyage, require the Shipper to take delivery of the goods at the port of shipment, and upon failure to do so may discharge and warehouse the goods at the Shipper's risk and expense; or the Carrier or master, whether or not proceeding toward or attempting to enter a port of discharge, or loading or unloading or attempting to reach a usable place therein or attempting to discharge the goods, may discharge the goods at the port of shipment or any other port in dock, lighter, craft or other place or may discharge and forward them by any means (rail, water, land or air) at the risk and expense of the Shipper to any port or place whatsoever at the Carrier's or the master's sole discretion and the Carrier or the master in making arrangements for any such forwarding shall be the forwarding agent of the shipper; or the Vessel may proceed or return directly or indirectly to or stop at any port or place whatsoever at the Carrier's or master's sole discretion and discharge the goods or any part thereof at any such port, or the Carrier may retain same on board until the return trip or until such time as the Carrier or the master may find it advisable and discharge them at any place whatsoever as herein provided.

Discharge of the goods under the provisions of this clause shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. When the goods are discharged from the Vessel as provided in this clause they shall be at the risk and expense of the Shipper, and all charges incurred shall be payable by the Shipper.

8. **DESCRIPTION OF GOODS.** Any reference on the face hereof to marks, numbers, description, quality, quantity, gauge, weight, measure, kind, value and any other particulars of the goods is as furnished by Shipper, and Carrier shall not be responsible for the accuracy thereof. Shipper warrants to Carrier that the particulars furnished by him are correct and shall indemnify Carrier and the Vessel against all losses, damages, expenses, liabilities, penalties and fines arising or resulting from inaccuracy thereof. Shipper acknowledges that Carrier has no means of verifying the accuracy of information provided by Shipper as to the weight or piece count of cargo.

The Shipper agrees to provide Carrier with all the required shipment data and information for Carrier to satisfy the United States Customs Service advance cargo declaration regulations. Failure of Shipper to present all data and information to Carrier sufficiently in advance of the cut-off time required at each load port will result in cargo not being loaded on the scheduled vessel. Failing receipt of instructions from Shipper to return the cargo to Shipper at Shipper's risk and expense, Carrier will hold such cargo until the next call of a vessel of the Carrier in the port of loading. Carrier is not responsible for any loss or damage due to delay in delivery or for deterioration of cargo which is not loaded due to Shipper's failure to comply with the provisions of this contract at the governing Customs regulations.

9. **COOPERATE FINE.** Shipper shall be liable for all expenses for mending, coeprage, baling or reconditioning of the goods or packages and gathering of loose contents of packages, also for any payment, expense, fine, dues, duty, tax, import, loss, damage or detention sustained or incurred by or levied upon Carrier or the Vessel in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or of the contents, failure of Shipper to procure consular or other certificates to accompany the goods or comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any part or place or act of omission of Shipper. Shipper shall be liable to Carrier for the payment of all charges and for the obligation of each of them and shall pay all expenses caused by extra handling of the goods for any reason whatsoever.

10. **DANGEROUS OR GROSS, CONTRABAND.** (1) The Carrier reserves the right, at its sole and unfettered discretion, to refuse to carry goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, infectious or dangerous nature, whether or not such goods only require a written application by Shipper to the Carrier submitted to the Carrier for approval. Such written application must accurately state the nature, name, label and classification of the goods as well as the method of rendering them innocuous with the full names and addresses of the Shipper and Consignee.

(2) Shipper must receive written acceptance of the goods from Dole Ocean Cargo Express prior to tendering the goods to the Carrier.

(3) Shipper shall undertake that the nature of the goods referred to in paragraph (1) is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by Carrier.

(4) Whenever the goods are discovered to have been received by Carrier without complying with paragraph (1), (2) and (3) or the goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place or waters during the transport, Carrier shall be entitled to have such goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at Carrier's discretion without compensation and Shipper shall be liable for and indemnify Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such goods.

(5) Carrier may also exercise or enjoy the right or benefit conferred upon Carrier under the preceding paragraph whenever it is apprehended that the goods received in compliance with paragraphs (1) and (2) above become dangerous to Carrier, Vessel, cargo, persons and/or other property.

(6) Carrier has the right to inspect the contents of the package(s) at any time and anywhere without Shipper's agreement but only at the risk and expense of Shipper.

11. **EARNED FREIGHT.** Full freight and charges hereunder to port of discharge named herein shall be considered completely and irrevocably earned upon loading whether the freight be stated or intended to be prepaid or to be collected at destination; and Carrier shall be entitled to all freight and charges due hereunder whether paid or not, and to receive and retain them irrevocably under all circumstances whatsoever. Vessel and/or goods lost or not lost or the voyage broken up or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of loading or elsewhere, any forwarding of the goods or any part thereof shall be at the risk and expense of the goods.

Freight may be calculated on the basis of the particulars of the goods furnished by Shipper, but the Carrier at any time may open the package and examine, weigh, measure and value the goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, Shipper and the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods of Shipper or Carrier. (2) Demurrages shall be to Carrier in United States currency, without discount or set-off of any kind, at such place and in such manner as Carrier may direct.

Carrier shall have a lien on the goods for all charges payable to Carrier under this contract and on any other contract between Carrier and Shipper, and for the cost of recovering the same, and the Carrier shall have the right to sell the goods by public auction or private treaty without notice to Shipper. Shipper shall remain responsible for payment of such sums due hereunder.

12. **BOTH TO BLAME COLLISION.** If the Vessel comes into collision with another vessel as a result of negligence of the other vessel and any negligence or other fault on the part of Carrier or its servants or subcontractors, Shipper shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss or damage to, or any claim whatsoever of Shipper paid or payable to the other or non-carrying vessel or her owners to Shipper and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provision shall also apply where the owners, operators or those in charge of any vessel or objects other than or in addition to the colliding vessels objects are at fault in respect of a collision or contact.

13. **GENERAL AVERAGE/NEW JASON CLAUSE.** General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974 at such point or place in the United States as may be selected by Carrier, and as to matters not provided for by these Rules according to the laws and usage of the port San Francisco.

14. **STRIKE CLAUSE.** If an actual or threatened labor disturbance of any kind, including strikes, lockouts, stoppage and restraint of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the loading berth, prevent or delay loading of cargo, prevent or delay departure of the Vessel from loading port, or result in damage to the Vessel or her cargo or injury to her Vessel's crew, the master shall promptly notify the Shipper who shall have the option to have the Vessel wait at or off the loading berth until the master or Carrier determines it is safe for the Vessel to enter, the Shipper paying demurrage for time so lost, or to order the Vessel to depart the loading berth with whatever goods have been loaded on the Vessel, or to order the Vessel to load the goods at Shipper's expense at an alternate port or place or to threatened labor disturbance of any kind including strikes, lockouts, stoppage and restraint of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of the Vessel from the unloading port, or result in damage to the Vessel or her cargo or injury to the Vessel's crew, the master shall notify the shipper who shall have the option to order the Vessel to wait at or off the unloading berth until termination of said disturbance, the Shipper paying the demurrage for time so lost, or to order the goods discharge at alternative port, which discharge shall constitute complete performance of the Bill of Lading.

15. **NUCLEAR CLAUSE.** Notwithstanding any provision whether written or printed contained in this Bill of Lading, it is agreed that nuclear fuels or radioactive waste or products are specifically excluded from the cargo permitted to be loaded or carried under this Bill of Lading. This exclusion does not apply to radio isotope used or intended to be used for any industrial commercial agricultural, medical or scientific purposes, provided Carrier's prior approval has been obtained to the loading thereof.

16. **EXCEPTIONS CLAUSE.** Neither the Carrier nor the Vessel shall be liable for any loss, damage, delay, or failure in performance or resulting from: act of God; act of war; quarantine restrictions; embargo; acts of public enemies, pirates or assailing thieves; hijacking, armed robbery or theft by third-parties, arrest or restriction of price, rulers or people; seizure under legal process; act or omission of Shipper, his agent or representative; strikes or lockouts or stoppage or restraint of labor from whatever cause, partial or general; riots or civil commotions; act, neglect or default of the master, pilots, mariners or other servants of Carrier in the navigation or management of or on the Vessel; loss, fire, unless caused by the actual fault or privity of the Carrier; thefts, danger or accidents of the sea or other navigable waters; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods; insufficiency of packing; insufficiency or inadequacy of marks; latent defect in hull, equipment, machinery, hawsers or lines; unseaworthiness unless caused by want of due diligence on the part of the Carrier to make the Vessel seaworthy or to have her properly manned, equipped and supplied; saving or attempting to save life or property at sea out any deviation in rendering such service; or any other cause arising without the fault or neglect of the Carrier or its servants or agents.

17. **VALUATION.** Carrier shall not be liable in any event for any loss, damage, misdelivery or delay with respect to the goods in an amount exceeding \$500.00 lawful money of the United States per package, or, in the case of goods not shipped in package, per customary freight unit, unless the nature of the goods and a valuation thereof higher than \$500.00 is declared in writing to Dole Ocean Cargo Express, Operations Manager at 200 South Tryon St. Suite 500, Charlotte, NC 28202 by shipper on delivery of the goods to Carrier and inserted in the Bill of Lading and extra freight is paid thereon; in which event Shipper agrees that the value of the goods shall not exceed such declared value, and any partial loss or damage shall be allowed on the basis thereof. Written acceptance of the goods must be received from the Shipper by Dole Ocean Cargo Express, prior to tendering of goods to Carrier. Carrier shall in no event be responsible for indirect or consequential damage, including without limitation extra expense, loss of profits, loss of use of property, or damage consequential upon loss of use, whether resulting from negligence, branch of this contract or otherwise by Carrier.

18. **NOTICE OF LOSS OR DAMAGE - TIME FOR SUIT.** Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents before or at time of delivery of the goods to Shipper, Such notice shall be prima facie evidence of the receipt by Shipper of the goods as described in this Bill of Lading. If loss or damage is not apparent the notice must be given within 3 days of the delivery of the goods. In any event Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the goods or the date the goods should have been delivered. Any suit against the Carrier, his agents, or the vessel may be brought only in the United States District Court for the Eastern District of Louisiana.

19. **FORCE MAJEURE.** The Carrier and any Participating Carrier by water and each Vessel involved in the carriage herein contracted shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of Sections 4281 to 4286 and 4289 of the Revised Statutes of the United States and amendments thereto, and of any other provisions of the laws of the United States, or of any other country whose laws shall mandatorily apply as if fully set forth herein and which are extended to apply from the time of receipt of the Goods by the Carrier at the Port of Loading through the time that the Goods are removed from the Port of Discharge. Nothing in this bill of lading shall be deemed to give rise to a personal contract.

20. **DEMISE CLAUSE.** This bill of lading shall effect only as a contract between the Shipper and the owner and/or demise charterer of the Vessel, as the case may be, as principals. If, however, it shall be adjusted that any other than the owner or demise charterer is the Carrier and/or bailee of the goods, all exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions provided by law or by the terms hereof shall be available to such other.

21. **EXTENSION OF BENEFITS.** All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading to the United States Carriage of Goods by Sea Act or by any applicable statute of the benefit of the Vessel or the Carrier shall also apply to and for the benefit of the officers and crew of the Vessel and to and for the benefit of all corporations parent of, subsidiary to, affiliated with or under the same management as Carrier, as well as all directors, officers, employees and agents of said corporations, and to and for the benefit of all parties performing services for or on behalf of the Vessel or the Carrier as employees, servants, agents or contractors of the Carrier (including, without limitations, stevedores and terminal operators), and the directors, officers, employees, servants, agents and sub-contractor of such parties.

22. **FURTHER AGREEMENTS.** All prior agreements of freight engagements for the shipment of the goods are superseded by this Bill of Lading. If required by a Carrier, a signed original Bill of Lading, duly endorsed, must be surrendered to the Carrier on delivery of the goods.

23. **SPECIAL OR REFRIGERATED CARGO.** Where special handling is not requested in writing and a special rate of freight is not paid, the shipper represents that the goods do not need, and the carrier will not be required to give them during loading, carriage and/or discharge, any other treatment than that given to ordinary cargo. Carrier shall not be liable for any loss of or damage to goods in a refrigerated container arising from latent defect, breakdown, or stoppage of the refrigerating machinery, insulation, ship's plant, or other such apparatus of the Ship or container, provided that the Carrier before and at the beginning of the transport has exercised due diligence to maintain the refrigerated container. The Carrier shall not be responsible for the function of a refrigerated container supplied by or on behalf of the Shipper.

24. **EXTENDED LIEN TO UNRELATED CARGO HELD BY CARRIER.** Carrier shall have a lien on the goods for any charges payable to Carrier under this contract. Where permitted by law, Carrier's lien hereunder also covers any charges payable to Carrier by Shipper, under any other bill of lading issued by Carrier. Carrier shall have the right to sell the goods by public auction or private treaty without notice to Shipper, and Shipper shall remain responsible for payments of such sums due hereunder.

25. **PAYMENTS MADE THROUGH AGENT OR FREIGHT FORWARDER.** Payment of ocean freight and charges to a freight forwarder, broker or anyone other than Carrier or its authorized agent shall not be deemed payment to Carrier and shall be made at payer's sole risk.



# DOLE OCEAN CARGO EXPRESS

# BILL OF LADING

Page: 3

SHIPPER/EXPORTER (PRINCIPAL OR SELLER-LICENSE ADDRESS) SAN MIGUEL FRUITS PERU S.A. RUC:20136222725 AV. JAVIER PRADO ESTE N 560, OFICINA 1801-A,SAN ISIDRO-LIMA-PERU*		DOCUMENT NUMBER C6JBK001909	B/L NO. <b>DOLQ</b> PPUU1121GU
CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) DESARROLLADORA INTERNACIONAL DCI, SA-5ª AVENIDA 11-16 ZONA 3, COLONIA NUEVA MONTSERRAT GARITA 7, MIXCO, GUATEMALA **		EXPORT REFERENCES	
NOTIFY PARTY/INTERMEDIATE CONSIGNEE (NAME & ADDRESS) DESARROLLADORA INTERNACIONAL SA-5ª AVENIDA 11-16 ZONA 3, COLONIA NUEVA MONTSERRAT GARITA 7, MIXCO, GUATEMALA **		DOMESTIC ROUTING/EXPORT INSTRUCTIONS/ALSO NOTIFY  TLI0806-00-0000-0004	
PRE - CARRIAGE BY*	PLACE OF RECEIPT* PAITA		
EXPORT CARRIER (VESSEL, VOYAGE) DOLE ATLANTIC 201NO	PORT OF LOADING GUAYAQUIL	RELAY PORT	
PORT OF DISCHARGE PTO QUETZAL, GUATEMALA	PLACE OF DELIVERY*	TYPE OF MOVE SEA	

### PARTICULARS FURNISHED BY SHIPPER

MARKS & NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
***** CONTAINER NO. BMOU9840842	***** SEAL NO. 066766	***** SIZE/TYPE 40 RH PKGS 2280 BOX	***** WEIGHT 21196.00 KGS	***** SEAL 2 003SF036698 SEAL 3

Copy Not Negotiable

SHIPPER DECLARED VALUE \$	NO. OF ORIGINAL B(s)/L
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FREIGHT CHARGES	TO BE	PREPAID	COLLECT	RECEIVED FROM THE SHIPPER THE GOODS OR PACKAGES SAID TO CONTAIN GOODS HEREIN ABOVE MENTIONED IN APPARENT GOOD ORDER AND CONDITION, UNLESS OTHERWISE INDICATED, TO BE HELD AND TRANSPORTED AS HEREIN PROVIDED.  THE RECEIPT, CUSTODY, CARRIAGE, DELIVERY, AND TRANSSHIPPING OF THE GOODS ARE SUBJECT TO THE TERMS APPEARING ON THE FACE AND BACK HEREOF, AND CARRIER'S TARIFFS ON FILE WITH THE FEDERAL MARITIME COMMISSION, WASHINGTON, D.C.  IN WITNESS WHEREOF, THE MASTER OR AGENT OF THE SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.  Liability limited to amount specified in Clause 17 unless increased value declared by Shipper in writing to Dole Ocean Cargo Express Operations Manager at 200 South Tryon St, Suite 500, Charlotte, NC 28202 and inserted in block 23.
TOTAL CHARGES	TOTAL	\$ 4,280.00		
FREIGHT PAYABLE AT			PAITA GLOBAL GUAT.	

BL NUMBER **DOLQ** PPUU1121GU PLACE PAITA DATE 12/24/21

BY \_\_\_\_\_ FOR THE MASTER

\*Applicable only when used in multimodal service.

# TERMS AND CONDITIONS

1. **CLAUSE PARAMOUNT.** Carriage under this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States approved April 16, 1936, which shall be deemed to be incorporated herein and extended to the full extent permitted therein, and nothing herein contained shall be deemed a surrender by the Vessel or the Carrier of any rights, immunities, or limitations, or to be an increase of any responsibilities or liabilities under said Act. The provisions of said Act (except as may otherwise be specifically provided herein) shall apply from the time of receipt of the Goods at the Port of Lading up to the time when they are delivered at the place of destination.

2. **DEFINITIONS.** In this Bill of Lading the word "Vessel" shall mean a vessel named in this Bill of Lading, or any substituted vessel used in the performance of this Bill of Lading; the word "Carrier" shall include the Vessel as defined herein and her owners, operators, managers, agents and demise charterer(s); the word "Shipper" shall include the person named as such in this Bill of Lading, the Shipper, the Consignee and the owner of the goods, the holder of this Bill of Lading and the person for whose account the goods are shipped; the word "goods" means the cargo "accepted" from Shipper; the word "person" shall include an individual, corporation, partnership and any other entity; the word "charges" shall include freight and all general average, salvage, special charges, expenses, amounts and money obligations; whatsoever payable by or chargeable to or for account of the goods or Shipper regardless of whether sustained, incurred or paid by Carrier in the first instance.

3. **ON DECK CARRIAGE.** (f) Goods stowed in any covered-in space or packed within a container, portable tank, railroad car, trailer, van, or other vehicle, or in a covered barge, shall, for ocean carriage, be deemed to be stowed under deck for all purposes, including General Average and the Carriage of Goods by Sea Act or other compulsory applicable legislation. (g) Goods shipped on deck (except those stowed in containers, barges, vans, or other vehicles) are carried solely at Merchant's risk, any warranty of seaworthiness being hereby expressly waived. The Carrier and any Participating Carrier by Water shall in no event be liable for any loss or damage thereto from any one or more of the causes listed in Section 4(2)(a) through (p) of the United States Carriage of Goods by Sea Act, and the burden of proving liability for any cause not excluded or waived herein shall be in full respect on the Merchant. Except as above provided, such shipments shall be deemed to be Goods, and to be subject to the provisions of this Bill of Lading.

4. **SCOPE OF VOYAGE/BERTHES.** The scope of the voyage herein contracted for shall include usual or customary ports of call whether named in this Bill of Lading or not, also ports in or out of the geographical, usual or ordinary route or order, even though in proceeding thereto the Vessel may sail beyond the port of discharge or in a direction contrary thereto or returning to the original port, or depart from the direction or customary route, and all includes all canals, straits and other waters. The Vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage, may omit calling at any port or ports or scheduled ports, and may call at the same port more than once. The Vessel may, for matters occurring before loading the cargo, known or unknown at the time of such loading, and matters occurring after such loading, either with or without the cargo on board, and before or after proceeding toward the port of discharge, adjust compasses, drydock with or without cargo aboard, go on ways or to repair yards, shift berths, make trial trips or test, take fuel or stores in any quantity at the discretion of the Carrier, remain in port, sail with or without pilots, tow and be towed, and go the assistance of vessels in distress to save or attempt to save life and property; and all of the fore-going are included in the contract voyage and shall not be considered deviations. All dunnage and salvage shall be for the sole benefit of the Carrier. If the intended or customary route is via the Suez Canal or the Panama Canal and passage through such canal is the judgment of the Carrier or master likely to be hindered, delayed or prevented by reason of landslide, earthquake, flood, obstruction(s), war, riot, strike, civil commotion, sabotage, orders or acts of government de jure or de facto, or any similar or dissimilar cause whatsoever, the Carrier may, in addition to the other rights contained in this Bill of Lading, order the Vessel to proceed to and discharge the cargo at any other port at the Carrier's discretion and Carrier shall be entitled to freight as if the Vessel had discharged the cargo at the named port of destination. All expenses incurred in the discharge and storing the goods at such port of discharge shall be for the account of the Shipper.

5. **GOVERNMENTAL OR OTHER ORDERS.** Carrier, the master and the Vessel shall have liberty to comply with any directions, recommendations, orders, requirements or suggestions as to the Vessel, her voyage, employment or movement, or any disposition or other matter whatsoever relating to the goods and including but not limited to loading, departure, arrival, routes, zones, port of call, stoppages, discharge, destination, delivery or as to any other matter whatsoever given by the government of the nation under whose flag the Vessel sails or by any other government or local authority, including any such government or local authority, or by any person or body acting or purporting to act with the authority of any such government or authority, or by any committee or persons having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation. Delivery or disposition of the goods in accordance with such directions, recommendations, orders or suggestions shall be deemed in accordance with and a fulfillment of the contract voyage. In scheduling of the berth or berths herein, Carrier shall have the right to withhold delivery of the ship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances, Carrier shall have no further responsibility for the goods, and the goods shall be solely at the risk and expense, and all expenses and charges so incurred shall be payable by Shipper and shall be lien on the goods.

6. **TRANSHIPMENT.** The Carrier may tranship and forward all or any part of the goods whenever they are consigned to a place where the Vessel does not expect to discharge or whenever the Carrier, for any reason whatsoever, may deem it advisable. Such transshipment and forwarding may be made at the port of shipment, or at any other place or places, whether or not within the voyage contracted for above, and may be made by any vessel or vessels or any other means of water, land or air transportation or combination of such means selected by Carrier, whether operated by the Carrier or not, and regardless of actual or scheduled time of arrival or departure as compared with other means of transportation or carriers. Every incident of transshipment and forwarding shall be governed by the regulations of the carrier of the contract or other shipping contract of the carrier, whether or not, and even though less favorable to the Shipper in any respect whatsoever than this Bill of Lading and even though Carrier's own through Bill of Lading has been issued, in which case such issuance is for convenience only and does not bind the Carrier after the goods have been discharged from the Carrier's Vessel. In all matters whatsoever connected with transshipment or forwarding, the Carrier shall act solely as the Shipper's forwarding agent and without any further responsibility. The Shipper expressly authorizes the Carrier, as such agent, to arrange with the carrier for the lowest rate of the goods in transit to the place of destination, and to accept such rate of freight and other charges on any bill of lading or during transshipment, the Carrier may store the goods in any place, whether above or below deck, and to do so, and to do so, shall be considered solely the agent of the shipper. The Carrier shall not be liable for any detention, delay, misdelivery, conversion, loss or damage after the goods have been discharged from Carrier's vessel. The goods and Shipper shall be liable for all additional costs of every nature, including, but not limited to, storage, cartage handling charges or increase in or carrying rates beyond those used in computing freight charges on this shipment.

The Carrier or master, in the exercise of its or his discretion, may at any time, whether or not customary and without notice, require the goods to be lighterage to or from the vessel at the risk and expense of the goods, and in this event, the carrier or master may make arrangements for lighterage or use of craft but, in so doing, shall be considered solely as the agent of the Shipper and without any other responsibility whatsoever. The Carrier shall not be responsible for the choice of condition, seaworthiness or manner of such lighter or craft nor for any loss or damage to the goods while on such lighter or craft or in the custody of the lighterage men who shall be considered agents of the Shipper.

If the Carrier elects to lighter the goods in or with lighters or craft operated or controlled by it, the Carrier shall have the benefit of all the liberties, rights, exemptions, immunities and limitations contained in this Bill of Lading with respect to such lighterage and may collect the cost thereof from the Shipper.

7. **SPECIAL CIRCUMSTANCES.** In any situation whatsoever and whosoever occurring and whether existing or anticipated before commencement of or taking place during the voyage, including the period before and during discharge, which in the judgment of the Carrier or the master is likely to give the risk of capture, seizure, detention, damage, delay (howsoever long or short) or disadvantage to or loss of the goods or any part or part of her cargo, or to render the goods or any part thereof unsafe, imprudent, unlawful or impossible, or any person or persons to commence or continue the voyage, or enter or discharge or continue the goods at the port of discharge or to give rise to any delay (howsoever long or short) or difficult in arriving, discharging or continuing to discharge, or leave the port of discharge, the Carrier or the master may, before the commencement of the voyage, require the Shipper to take delivery of the goods at the port of shipment, and upon failure to do so may discharge and warehouse the goods at the Shipper's risk and expense; or the Carrier or master, whether or not proceeding toward or attempting to enter a port of discharge, or loading or unloading at any other port in dock, or unloading or attempting to discharge the goods, may discharge the goods at the port of shipment or any other port in dock, lighter, craft or other place or may discharge and forward them by any means (rail, water, land or air) at the risk and expense of the Shipper to any port or place whatsoever at the Carrier's or the master's sole discretion and the Carrier or the master in making arrangements for any such forwarding shall be the forwarding agent of the shipper; or the Vessel may proceed or return directly or indirectly to or stop at any port or place whatsoever at the Carrier's or master's sole discretion and discharge the goods or any part thereof at any such port, or the Carrier may retain same on board until the return trip or until such time as the Carrier or the master may find it advisable and discharge them at any place whatsoever as herein provided.

Discharge of the goods under the provisions of this clause shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. When the goods are discharged from the Vessel as provided in this clause they shall be at the risk and expense of the Shipper, and all charges incurred shall be payable by the Shipper.

8. **DESCRIPTION OF GOODS.** Any reference on the face hereof to marks, numbers, description, quality, quantity, gauge, weight, measure, kind, value and any other particulars of the goods is as furnished by Shipper, and Carrier shall not be responsible for the accuracy thereof. Shipper warrants to Carrier that the particulars furnished by him are correct and shall indemnify Carrier and the Vessel against all losses, damages, expenses, liabilities, penalties and fines arising or resulting from inaccuracy thereof. Shipper acknowledges that Carrier has no means of verifying the accuracy of information provided by Shipper as to the weight or piece count of cargo.

The Shipper agrees to provide Carrier with all the required shipment data and information for Carrier to satisfy the United States Customs Service advance cargo declaration regulations. Failure of Shipper to present all data and information to Carrier sufficiently in advance of the cut-off time required at each load port will result in cargo not being loaded on the scheduled vessel. Failing receipt of instructions from Shipper to return the cargo to Shipper at Shipper's risk and expense, Carrier will hold such cargo until the next call of a vessel of the Carrier in the port of loading. Carrier is not responsible for any loss or damage due to delay in delivery or for deterioration of cargo which is not loaded due to Shipper's failure to comply with the provisions of this contract at the governing Customs regulations.

9. **COOPERATE FINE.** Shipper shall be liable for all expenses for mending, coeprage, baling or reconditioning of the goods or packages and gathering of loose contents of packages, also for any payment, expense, fine, dues, duty, tax, import, loss, damage or detention sustained or incurred by or levied upon Carrier or the Vessel in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or contents of containers, failure of Shipper to procure consular or other certificates to accompany the goods or comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any part or place or act of omission of Shipper. Shipper shall be liable to Carrier for the payment of all charges and for the obligation of each of them and shall pay all expenses caused by extra handling of the goods for any reason whatsoever.

10. **DANGEROUS OR GROSS, CONTRABAND.** (1) The Carrier reserves the right, at its sole and unfettered discretion, to refuse to carry goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, infectious or dangerous nature, whether or not such goods only require a written application by Shipper to the Carrier submitted to the Carrier for approval. Such written application must accurately state the nature, name, label and classification of the goods as well as the method of rendering them innocuous with the full names and addresses of the Shipper and Consignee.

(2) Shipper must receive written acceptance of the goods from Dole Ocean Cargo Express prior to tendering the goods to the Carrier.

(3) Shipper shall undertake that the nature of the goods referred to in paragraph (1) is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by Carrier.

(4) Whenever the goods are discovered to have been received by Carrier without complying with paragraph (1), (2) and (3) or the goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place or waters during the transport, Carrier shall be entitled to have such goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at Carrier's discretion without compensation and Shipper shall be liable for and indemnify Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such goods.

(5) Carrier may also exercise or enjoy the right or benefit conferred upon Carrier under the preceding paragraph whenever it is apprehended that the goods received in compliance with paragraphs (1) and (2) above become dangerous to Carrier, Vessel, cargo, persons and/or other property.

(6) Carrier has the right to inspect the contents of the package(s) at any time and anywhere without Shipper's agreement but only at the risk and expense of Shipper.

11. **EARNED FREIGHT.** Full freight and charges hereunder to port of discharge named herein shall be considered completely and irrevocably earned upon loading whether the freight be stated or intended to be prepaid or to be collected at destination; and Carrier shall be entitled to all freight and charges due hereunder whether paid or not, and to receive and retain them irrevocably under all circumstances whatsoever. Vessel and/or goods lost or not lost or the voyage broken up or abandoned, if there shall be a forced interruption or abandonment of the voyage at the port of loading or elsewhere, any forwarding of the goods or any part thereof shall be at the risk and expense of the goods.

Freight may be calculated on the basis of the particulars of the goods furnished by Shipper, but the Carrier at any time may open the package and examine, weigh, measure and value the goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, Shipper and the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods of Shipper or Carrier. (2) Demurrages shall be to Carrier in United States currency, without discount or set-off of any kind, at such place and in such manner as Carrier may direct.

Carrier shall have a lien on the goods for all charges payable to Carrier under this contract and on any other contract between Carrier and Shipper, and for the cost of recovering the same, and the Carrier shall have the right to sell the goods by public auction or private treaty without notice to Shipper. Shipper shall remain responsible for payment of such sums due hereunder.

12. **BOTH TO BLAME COLLISION.** If the Vessel comes into collision with another vessel as a result of negligence of the other vessel and any negligence or other fault on the part of Carrier or its servants or subcontractors, Shipper shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss or damage to, or any claim whatsoever of Shipper paid or payable to the other or non-carrying vessel or her owners to Shipper and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provision shall also apply where the owners, operators or those in charge of any vessel or objects other than or in addition to the colliding vessels objects are at fault in respect of a collision or contact.

13. **GENERAL AVERAGE/NEW JASON CLAUSE.** General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974 at such point or place in the United States as may be selected by Carrier, and as to matters not provided for by these Rules according to the laws and usage of the port of San Francisco.

14. **STRIKE CLAUSE.** If an actual or threatened labor disturbance of any kind, including strikes, lockouts, stoppage and restraint of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the loading berth, prevent or delay loading of cargo, prevent or delay departure of the Vessel from loading port, or result in damage to the Vessel or her cargo or injury to her Vessel's crew, the master shall promptly notify the Shipper who shall have the option to have the Vessel wait at or off the loading berth until the master or Carrier determines it is safe for the Vessel to enter, the Shipper paying demurrage for time so lost, or to order the Vessel to depart the loading berth with whatever goods have been loaded on the Vessel, or to order the Vessel to load the goods at Shipper's expense at an alternate port or place or to the nearest labor disturbance of any kind including strikes, lockouts, stoppage and restraint of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of the Vessel from the unloading port, or result in damage to the Vessel or her cargo or injury to the Vessel's crew, the master shall notify the shipper who shall have the option to order the Vessel to wait at or off the unloading berth until termination of said disturbance, the Shipper paying the demurrage for time so lost, or to order the goods discharge at alternative port, which discharge shall constitute complete performance of the Bill of Lading.

15. **NUCLEAR CLAUSE.** Notwithstanding any provision whether written or printed contained in this Bill of Lading, it is agreed that nuclear fuels or radioactive waste or products are specifically excluded from the cargo permitted to be loaded or carried under this Bill of Lading. This exclusion does not apply to radio isotope used or intended to be used for any industrial commercial agricultural, medical or scientific purposes, provided Carrier's prior approval has been obtained to the loading thereof.

16. **EXCEPTIONS CLAUSE.** Neither the Carrier nor the Vessel shall be liable for any loss, damage, delay, or failure in performance or resulting from: act of God; act of war; quarantine restrictions; embargo; acts of public enemies, pirates or assailing thieves; hijacking, armed robbery or theft by third-parties, arrest or restriction of price, rulers or people; seizure under legal process; act or omission of Shipper, his agent or representative; strikes or lockouts or stoppage or restraint of labor from whatever cause, partial or general; riots or civil commotions; act, neglect or default of the master, pilots, mariners or other servants of Carrier; the navigation or management of or the Vessel; loss, fire unless caused by the actual fault or privity of the Carrier; thefts, danger or accidents of the sea or other navigable waters; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods; insufficiency of packing, insufficiency or inadequacy of marks; latent defect in hull, equipment, machinery, hawsers or lines; unseaworthiness unless caused by want of due diligence on the part of the Carrier to make the Vessel seaworthy or to have her properly manned, equipped and supplied; saving or attempting to save life or property at sea out any deviation in rendering such service; or any other cause arising without the fault or neglect of the Carrier or its servants or agents.

17. **EVALUATION.** Carrier shall not be liable in any event for any loss, damage, misdelivery or delay with respect to the goods in an amount exceeding \$500.00 lawful money of the United States per package, or, in the case of goods not shipped in package, per customary freight unit, unless the nature of the goods and a valuation thereof higher than \$500.00 is declared in writing to Dole Ocean Cargo Express, Operations Manager at 200 South Tryon St. Suite 500, Charlotte, NC 28202 by shipper on delivery of the goods to Carrier and inserted in the Bill of Lading and extra freight is paid thereon; in which event Shipper agrees that the value of the goods shall not exceed such declared value, and any partial loss or damage shall be allowed on the basis thereof. Written acceptance of the goods must be received from the Shipper by Dole Ocean Cargo Express, prior to tendering of goods to Carrier. Carrier shall in no event be responsible for indirect or consequential damage, including without limitation extra expense, loss of profits, loss of use of property, or damage consequential upon loss of use, whether resulting from negligence, branch of this contract or otherwise by Carrier.

18. **NOTICE OF LOSS OR DAMAGE - TIME FOR SUIT.** Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents before or at time of delivery of the goods to Shipper, Such notice shall be prima facie evidence of the receipt by Shipper of the goods as described in this Bill of Lading. If loss or damage is not apparent the notice must be given within 3 days of the delivery of the goods. In any event Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the goods or the date the goods should have been delivered. Any suit against the Carrier, his agents, or the vessel may be brought only in the United States District Court for the Eastern District of Louisiana.

19. **FORCE MAJEURE.** The Carrier and any Participating Carrier by water and each Vessel involved in the carriage herein contracted shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability authorized by any provisions of Sections 4281 to 4286 and 4289 of the Revised Statutes of the United States and amendments thereto, and of any other provisions of the laws of the United States, or of any other country whose laws shall mandatorily apply as if fully set forth herein and which are extended to apply from the time of receipt of the Goods by the Carrier at the Port of Loading through the time that the Goods are removed from the Port of Discharge. Nothing in this bill of lading shall be deemed to give rise to a personal contract.

20. **DEMISE CLAUSE.** This bill of lading shall effect only as a contract between the Shipper and the owner and/or demise charterer of the Vessel, as the case may be, as principals. If, however, it shall be adjusted that any other than the owner or demise charterer is the Carrier and/or bailee of the goods, all exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions provided by law or by the terms hereof shall be available to such other.

21. **EXTENSION OF BENEFITS.** All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and conditions granted or permitted by this Bill of Lading to the United States Carriage of Goods by Sea Act or by any applicable statute of the benefit of the Vessel or the Carrier shall also apply to and for the benefit of the officers and crew of the Vessel and to and for the benefit of all corporations parent of, subsidiary to, affiliated with or under the same management as Carrier, as well as all directors, officers, employees and agents of said corporations, and to and for the benefit of all parties performing services for or on behalf of the Vessel or the Carrier as employees, servants, agents or contractors of the Carrier (including, without limitations, stevedores and terminal operators), and the directors, officers, employees, servants, agents and sub-contractor of such parties.

22. **FURTHER AGREEMENTS.** All prior agreements of freight engagements for the shipment of the goods are superseded by this Bill of Lading. If required by a Carrier, a signed original Bill of Lading, duly endorsed, must be surrendered to the Carrier on delivery of the goods.

23. **SPECIAL OR REFRIGERATED CARGO.** Where special handling is not requested in writing and a special rate of freight is not paid, the shipper represents that the goods do not need, and the carrier will not be required to give them during loading, carriage and/or discharge, any other treatment than that given to ordinary cargo. Carrier shall not be liable for any loss of or damage to goods in a refrigerated container arising from latent defect, breakdown, or stoppage of the refrigerating machinery, insulation, ship's plant, or other such apparatus of the Ship or container, provided that the Carrier before and at the beginning of the transport has exercised due diligence to maintain the refrigerated container. The Carrier shall not be responsible for the function of a refrigerated container supplied by or on behalf of the Shipper.

24. **EXTENDED LIEN TO UNRELATED CARGO HELD BY CARRIER.** Carrier shall have a lien on the goods for any charges payable to Carrier under this contract. Where permitted by law, Carrier's lien hereunder also covers any charges payable to Carrier by Shipper, under any other bill of lading issued by Carrier. Carrier shall have the right to sell the goods by public auction or private treaty without notice to Shipper, and Shipper shall remain responsible for payments of such sums due hereunder.

25. **PAYMENTS MADE THROUGH AGENT OR FREIGHT FORWARDER.** Payment of ocean freight and charges to a freight forwarder, broker or anyone other than Carrier or its authorized agent shall not be deemed payment to Carrier and shall be made at payer's sole risk.