

MEDITERRANEAN SHIPPING COMPANY S.A. 12-14, chemin Rieu - CH -1208 GENEVA, Switzerland website: www.msc.com	SEA WAYBILL No. MEDUP2254175 NOT NEGOTIABLE - COPY <small>*Port-To-Port* or *Combined Transport*(see Clause 1)</small>
SHIPPER: AGRICOLA LAS MARIAS S.A.C. AV. ALFREDO BENAVIDES NRO 474 INT 202 LIMA - LIMA - MIRAFLORES - PERU	CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD) SHIPPER'S LOAD, STOW AND COUNT FCL/FCL SAID TO CONTAIN
CONSIGNEE: WESTFALIA FRUIT GMBH SCHAEFTLARNSTRABE 8 D-81371 MUENCHEN EORI: DE-4124588 CTC: CHRISTOPH BUCHNER PHONE: +49 89 720 14-188	Lloyds/IMO Number: 9339512 *THE PERUVIAN LOCAL CHARGES 'DESPACHO DOCUMENTARIO', 'DESPACHO DE CONTENEDOR' AND, 'GATE IN/OUT' ARE DUE AND PAYABLE AT ORIGIN BY THE MERCHANT IN ACCORDANCE WITH CARRIER'S TERMS AND CONDITIONS AVAILABLE AT WWW.MSC.COM/PER/CONTRACT-OF-CARRIAGE/MS-C-PERU-TERMS-CONDITIONS.* MERCHANTS' ATTENTION IS BROUGHT TO THE FACT THAT IN APPLICATION OF THE PERUVIAN LEGISLATIVE DECREE NUMBER 1492 DATED MAY 10TH, 2020, PERUVIAN CUSTOMS HAVE FULL
NOTIFY PARTIES : (No responsibility shall attach to Carrier or to his Agent for failure to notify - see Clause 20) COOL CONTROL BV HONDERDLAND 90 2676 LS MAASDIJK THE NETHERLANDS EORI: NL8044.57.955	PORT OF DISCHARGE AGENT: MEDITERRANEAN SHIPPING COMPANY (NEDERLAND) B.V.WESTBLAAK 216-218 P.O. BOX 1555 3000 BN ROTTERDAM
VESSEL AND VOYAGE NO (see Clause 8 & 9) ALGOL - 23015N	PORT OF LOADING PAITA, PERU
BOOKING REF. (or) SHIPPER'S REF. EBKG06255318	PLACE OF RECEIPT: (Combined Transport ONLY - see Clause 1 & 5.2) XXXXXXXXXXXXXXXXXXXX
PORT OF DISCHARGE ROTTERDAM, NETHERLANDS	PLACE OF DELIVERY: (Combined Transport ONLY - see Clause 1 & 5.2) XXXXXXXXXXXXXXXXXXXX

PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE (see Clause 14)

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods <small>(Continued on attached Bill of Lading Rider pages(s), if applicable)</small>	Gross Cargo Weight	Measurement
MEDU9713540 40' HIGH CUBE REEFER Seal Number: 003SF050484 FJ14571526 Tare Weight: 4,360 kgs.	continued from Carrier's Agent Endorsements POSITION TO CONTROL THE RELEASE PROCESS AND IS THEREFORE NOT RESPONSIBLE FOR DELIVERY OF CARGO WITHOUT THE PRESENTATION OF THE ORIGINAL BILL OF LADING SHIPPER DECLARES THAT ANY APPLICABLE WOOD PACKAGING MATERIALS COMPLY UITSPM 15 REGULATIONS. FAILURE TO COMPLY WILL RESULT IN CONTAINERS BEING RETURNED TO LOAD PORT OR CARGO DESTROYED - ALL COSTS, FINES, PENALTIES, WILL BE FOR SHIPPERS ACCOUNT. Asignar contenedores refrigerados no mayor a 10 años 5280 BOX(ES) of 5280 BOXES WITH FRESH AVOCADOS VARIETY HASS (5280 CAJAS CON PALTAS FRESCAS VARIEDAD HASS) P.A. 0804.40.0000 TR:QON332 / QON343 FREIGHT COLLECT THE REEFER TEMPERATURE TO BE SET AT 5 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS Temperature: 5.0 C Total Items: 5280	23,760.000 kgs.	40,000 cu. m.
Total :		23,760.000 kgs.	40.000 cu. m.

FREIGHT & CHARGES Cargo shall not be delivered unless Freight & Charges are paid(see Clause 16)					RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the term hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO. ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS SIDE AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER. Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and/or authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill. IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.				
FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT					
Ocean Freight	1	USD 5,596.00		USD 5,596.00					
TERMINAL HANDLING CHARG	1	EUR 315.00		EUR 315.00					
CARGO DATA DECLARATION	1	USD 25.00		USD 25.00					
CARRIER SECURITY FEE	1	USD 11.00		USD 11.00					
QUARTELY BUNKER RECOVER	1	USD 838.00		USD 838.00					
PANAMA CANAL EMERGENCY	1	USD 30.00		USD 30.00					
Declared Value :		TOTAL FREIGHT & CHARGES			USD 6,500.00				
					EUR 315.00				
DECLARED VALUE (Only applicable if Ad Valorem charges paid - see Clause 7.3) XXXXXXXXXXXXXXXXXXXX					CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1) 1 cntr				
PLACE AND DATE OF ISSUE MSC CALLAO 04-Aug-2023					SHIPPED ON BOARD DATE 01-Aug-2023				
SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A. by Mediterranean Shipping Co, Del Peru SAC As Agent 									

1. DEFINITIONS

The following definitions shall apply in this Sea Waybill:
Carriage of Goods by Sea Act, 1924 (COGSA) means the U.K. Carriage of Goods by Sea Act, 1924.
Combined Transport: arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the relevant pages. Combined Transport consists of a Port-to-Port carriage and Inland Transport.

2. CONTRACTING PARTIES AND WARRANTY

The contract evidenced by this Sea Waybill is between the Carrier and the Shipper. The Shipper, who is the party to the Carrier's instructions in respect of carriage, undertakes to provide the Merchant and in particular the Consignee with a legible copy of all the Terms and Conditions contained in this Sea Waybill. Every Person defined as Merchant is jointly and severally liable towards the Carrier for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Sea Waybill.

3. CARRIER'S LIABILITY

The conditions of the Carrier's applicable Tariff are incorporated into this Sea Waybill. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, per diem, storage expenses and legal fees, etc. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff.

4. SUBCONTRACTING AND INDEMNITY

The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including liability to further sub-contract.

5. CARRIER'S RESPONSIBILITY

5.1 Port-to-Port carriage - If carriage under this Sea Waybill is Port-to-Port:
(a) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.

5.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined:
(a) by the provisions contained in any international convention, national law or regulation applicable to the means of transport;
(b) where no international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage issued by the Subcontractor carrier for that stage of transport, including any limitations and exclusions contained therein, which contract the Merchant and the Carrier have agreed to incorporate by reference.

6. I.S. TRADE CLAUSE

6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if it is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the COGSA and to the provisions of the Pomerene Act regardless of whether said Act would apply of its own force. The provisions of the COGSA are incorporated herein and save as otherwise provided herein shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Subcontractors, including cargo carried on deck. Nothing contained herein is to be deemed a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under the COGSA.

7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the market value of the Goods plus freight and insurance. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the market value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The market value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and quality.

8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

The scope of voyage hereinafter contracted for may or may not include usual or customary or advertised ports of call whether named in this Sea Waybill contract or not and may include transport of the Goods to or from any ports or places used by the Carrier for the purpose of transshipping or carrying the Goods to or from any port or place. The Carrier shall not be liable for any loss of or damage to the Goods or for any consequential loss or damage caused by any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the carriage.

9. METHODS AND ROUTES OF CARRIAGE

9.1 The Carrier may at any time and without notice to the Merchant:
(a) use any means of transport or storage whatsoever;
(b) transfer the Goods from one conveyance to another including transshipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever, even though transshipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;

10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION

10.1 Notice - of loss or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge or delivery, or if this is not possible, to the Carrier or its agent at the Port of Discharge. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three (3) days of delivery to the Merchant or its agent. Claims shall be submitted in writing addressed by the Merchant to the Carrier's agent at the Port of Discharge.

11. MERCHANT-PACKED CONTAINERS

11.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use.

12. REFRIGERATION, HEATING, INSULATION

12.1 The Carrier shall not be liable for loss of or damage to the Goods caused by:
(a) the manner in which the Goods have been packed, stored, stuffed or secured in the Container, or the unsuitability of the Goods for carriage in the Container supplied or for carriage by Container between the Ports or Places specified hereinafter;
(b) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this condition or defect could have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed;

13. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES

13.1 The Carrier shall be entitled, but shall be under no obligation, to open and scan any package or container at any time and without notice to the Merchant, or to inspect, weigh, count, measure, quality, describe, condition, temperature, marks, number or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

14. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY

14.1 This Sea Waybill shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled Carriers Receipt on the front hereof.

15. GENERAL AVERAGE AND SALVAGE

15.1 The Carrier shall be liable for general average and salvage in accordance with the provisions of the York-Antwerp Rules 1994 except Rule XXII and, as to matters not therein provided for, according to the laws and usages at any port or place at the Carrier's option, save that General Average on a Vessel not bareboat chartered by the Carrier shall be adjusted according to the requirements of the owner or operator of that Vessel.

16. FREIGHT AND CHARGES

16.1 Freight has been calculated on the basis of the Shipper's particulars and if any such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be liable therefor and also for any expense incurred in respect of such Freight.

17. CARRIER'S LIEN

17.1 The Carrier shall have a lien on the Goods and ANY DOCUMENT RELATING THERETO FOR FREIGHT AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHOMSOEVER DUE. THE CARRIER, ITS SERVANTS OR AGENTS SHALL ALSO HAVE A LIEN AGAINST THE MERCHANT ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL SUMS DUE FROM THE MERCHANT TO THE CARRIER UNDER ANY CONTRACT. THE CARRIER SHALL HAVE A LIEN ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL SUMS DUE FROM THE MERCHANT TO THE CARRIER UNDER ANY CONTRACT. THE CARRIER SHALL HAVE A LIEN ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL SUMS DUE FROM THE MERCHANT TO THE CARRIER UNDER ANY CONTRACT.

18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

18.1 The Carrier shall be liable for loss of or damage to or under deck without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Sea Waybill any statement of such deck carriage. Save as provided in clause 18.2 such Goods (except livestock) carried on or under deck and whether or not stowed to be carried on deck to participate in general average and shall be deemed to be within the scope of the contract of carriage for the purposes of the Hague Rules or the COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable.

19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

19.1 If at any time the performance of the Carrier is prevented or hindered, delayed, difficulty or disadvantage of whatsoever kind and whatsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier shall have sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:
(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery;
(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension or
(c) abandon the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage.

20. NOTIFICATION AND DELIVERY

20.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not subject the Carrier to any liability nor shall it constitute a breach of contract.

21. BOTH TO BLAME COLLISION CLAUSE

21.1 If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

22. GENERAL AVERAGE AND SALVAGE

22.1 The Carrier shall be liable for general average and salvage in accordance with the provisions of the York-Antwerp Rules 1994 except Rule XXII and, as to matters not therein provided for, according to the laws and usages at any port or place at the Carrier's option, save that General Average on a Vessel not bareboat chartered by the Carrier shall be adjusted according to the requirements of the owner or operator of that Vessel.

23. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT

23.1 The terms of this Sea Waybill shall be separable and, if in any term or provision hereof or in any part of any term or provision hereof there is any ambiguity or inconsistency, it shall be invalid to that extent, but no further and such circumstances shall not affect the validity or enforceability of any other term or provision hereof. This Sea Waybill is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Sea Waybill has been issued pursuant to another contract between the Merchant and the Carrier, in which case the terms of such contract and this Sea Waybill shall be construed together. This Sea Waybill and its terms and conditions may not be changed orally.

14.8 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local MSC agent at the Ports of Loading and Discharge. Free time commences when the Containers and other equipment is received by the Merchant and is discharged from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per diem and demurrage charges will be levied against the Merchant in accordance with the provisions of the Tariff.

14.9 The Merchant shall deliver, to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, damage or other debris inside. The Merchant shall be liable to reimburse the Carrier for any damage to or loss of Containers or other equipment which is not returned in the condition as specified above, including the reasonable legal expenses and costs of recovering the costs incurred and interest thereon.

15. DANGEROUS OR HAZARDOUS GOODS

15.1 The Carrier shall not be liable for loss of or damage to or under deck without prior written notice of their full and true particulars and the Carrier's written approval to carry them. When the Merchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Merchant shall fully inform the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods. Such Goods shall be stowed on the outside of the container and shall be marked and the marking and the packaging inside the Container so as to indicate the nature thereof and the marking must comply with the requirements of any applicable regulations, including regulations contained in any relevant international treaty or convention.

16. FREIGHT AND CHARGES

16.1 Freight has been calculated on the basis of the Shipper's particulars and if any such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be liable therefor and also for any expense incurred in respect of such Freight.

17. CARRIER'S LIEN

17.1 The Carrier shall have a lien on the Goods and ANY DOCUMENT RELATING THERETO FOR FREIGHT AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHOMSOEVER DUE. THE CARRIER, ITS SERVANTS OR AGENTS SHALL ALSO HAVE A LIEN AGAINST THE MERCHANT ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL SUMS DUE FROM THE MERCHANT TO THE CARRIER UNDER ANY CONTRACT. THE CARRIER SHALL HAVE A LIEN ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL SUMS DUE FROM THE MERCHANT TO THE CARRIER UNDER ANY CONTRACT.

18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

18.1 The Carrier shall be liable for loss of or damage to or under deck without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Sea Waybill any statement of such deck carriage. Save as provided in clause 18.2 such Goods (except livestock) carried on or under deck and whether or not stowed to be carried on deck to participate in general average and shall be deemed to be within the scope of the contract of carriage for the purposes of the Hague Rules or the COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable.

19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

19.1 If at any time the performance of the Carrier is prevented or hindered, delayed, difficulty or disadvantage of whatsoever kind and whatsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier shall have sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:
(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery;
(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension or
(c) abandon the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage.

20. NOTIFICATION AND DELIVERY

20.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not subject the Carrier to any liability nor shall it constitute a breach of contract.

21. BOTH TO BLAME COLLISION CLAUSE

21.1 If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

22. GENERAL AVERAGE AND SALVAGE

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23. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT

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25. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

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27. BOTH TO BLAME COLLISION CLAUSE

27.1 If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

28. GENERAL AVERAGE AND SALVAGE

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29. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT

29.1 The terms of this Sea Waybill shall be separable and, if in any term or provision hereof or in any part of any term or provision hereof there is any ambiguity or inconsistency, it shall be invalid to that extent, but no further and such circumstances shall not affect the validity or enforceability of any other term or provision hereof. This Sea Waybill is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Sea Waybill has been issued pursuant to another contract between the Merchant and the Carrier, in which case the terms of such contract and this Sea Waybill shall be construed together. This Sea Waybill and its terms and conditions may not be changed orally.

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30.1 The Carrier shall be liable for loss of or damage to or under deck without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Sea Waybill any statement of such deck carriage. Save as provided in clause 18.2 such Goods (except livestock) carried on or under deck and whether or not stowed to be carried on deck to participate in general average and shall be deemed to be within the scope of the contract of carriage for the purposes of the Hague Rules or the COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable.

31. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

31.1 If at any time the performance of the Carrier is prevented or hindered, delayed, difficulty or disadvantage of whatsoever kind and whatsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier shall have sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:
(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery;
(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension or
(c) abandon the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage.

32. NOTIFICATION AND DELIVERY

32.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not subject the Carrier to any liability nor shall it constitute a breach of contract.

33. BOTH TO BLAME COLLISION CLAUSE

33.1 If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

34. GENERAL AVERAGE AND SALVAGE

34.1 The Carrier shall be liable for general average and salvage in accordance with the provisions of the York-Antwerp Rules 1994 except Rule XXII and, as to matters not therein provided for, according to the laws and usages at any port or place at the Carrier's option, save that General Average on a Vessel not bareboat chartered by the Carrier shall be adjusted according to the requirements of the owner or operator of that Vessel.

35. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT

35.1 The terms of this Sea Waybill shall be separable and, if in any term or provision hereof or in any part of any term or provision hereof there is any ambiguity or inconsistency, it shall be invalid to that extent, but no further and such circumstances shall not affect the validity or enforceability of any other term or provision hereof. This Sea Waybill is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Sea Waybill has been issued pursuant to another contract between the Merchant and the Carrier, in which case the terms of such contract and this Sea Waybill shall be construed together. This Sea Waybill and its terms and conditions may not be changed orally.

36. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

36.1 The Carrier shall be liable for loss of or damage to or under deck without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Sea Waybill any statement of such deck carriage. Save as provided in clause 18.2 such Goods (except livestock) carried on or under deck and whether or not stowed to be carried on deck to participate in general average and shall be deemed to be within the scope of the contract of carriage for the purposes of the Hague Rules or the COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable.

37. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

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(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension or
(c) abandon the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage.

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38.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not subject the Carrier to any liability nor shall it constitute a breach of contract.

39. BOTH TO BLAME COLLISION CLAUSE

39.1 If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

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41. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT

41.1 The terms of this Sea Waybill shall be separable and, if in any term or provision hereof or in any part of any term or provision hereof there is any ambiguity or inconsistency, it shall be invalid to that extent, but no further and such circumstances shall not affect the validity or enforceability of any other term or provision hereof. This Sea Waybill is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Sea Waybill has been issued pursuant to another contract between the Merchant and the Carrier, in which case the terms of such contract and this Sea Waybill shall be construed together. This Sea Waybill and its terms and conditions may not be changed orally.

42. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

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43. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

43.1 If at any time the performance of the Carrier is prevented or hindered, delayed, difficulty or disadvantage of whatsoever kind and whatsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier shall have sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:
(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery;
(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension or
(c) abandon the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage.

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45. BOTH TO BLAME COLLISION CLAUSE

45.1 If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.