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| <b>MEDITERRANEAN SHIPPING COMPANY S.A.</b><br>12-14, chemin Rieu - CH -1208 GENEVA, Switzerland<br>website: www.msc.com  | <b>SEA WAYBILL No. MEDUP2256683</b><br><b>NOT NEGOTIABLE - COPY</b><br><small>*Port-To-Port* or *Combined Transport*(see Clause 1)</small> |
| SHIPPER:<br><b>AGRICOLA LAS MARIAS S.A.C.</b><br>AV. ALFREDO BENAVIDES NRO 474 INT 202 LIMA - LIMA<br>- MIRAFLORES - PERU  | ATTN: ISABEL PENALOZA<br>PH: 4444-980 ANEXO 28   |
| CONSIGNEE:<br><b>WESTFALIA FRUIT GMBH</b><br>SCHAEFTLARNSTRABE 8 D-81371 MUENCHEN EORI:<br>DE-4124588<br>CTC: CHRISTOPH BUCHNER<br>PHONE: +49 89 720 14-188  | FAX: +49 89 720 14-6188<br>EMAIL:<br>buchner@hausladen-frucht.de<br>import@hausladen-frucht.de   |
| NOTIFY PARTIES : (No responsibility shall attach to Carrier or to his Agent for failure to notify - see Clause 20)<br><br><b>COOL CONTROL BV</b><br>HONDERDLAND 90 2676 LS MAASDIJK THE<br>NETHERLANDS EORI: NL8044.57.955<br>CTC: BARRY MULDER / MARIJN DRAAK<br>PHONE: 0031 174 526395 | EMAIL: import@coolcontrol.nl<br>barry@coolcontrol.nl   |
| VESSEL AND VOYAGE NO (see Clause 8 & 9)<br><b>ALGOL - 23015N</b>   | PORT OF LOADING<br><b>PAITA, PERU</b>  |
| BOOKING REF. (or) SHIPPER'S REF.<br><b>EBKG06269463</b>  | PORT OF DISCHARGE<br><b>ROTTERDAM, NETHERLANDS</b>   |

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| CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)<br>SHIPPER'S LOAD, STOW AND COUNT<br>FCLFCL<br>SAID TO CONTAIN   |
| Lloyds/IMO Number: 9339612<br>*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   |
| PORT OF DISCHARGE AGENT:<br>MEDITERRANEAN SHIPPING COMPANY<br>(NETERLAND) B.V.WESTBLAAK 216-218<br>P.O. BOX 1555<br>3000 BN ROTTERDAM<br><br>3012 KP Rotterdam<br>Phone : +31 10 247 8600<br>Fax : +31 10 433 4631<br>Email : nlrtinfo@mscnl.mscgroup.ch  |
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|--|---|
| PLACE OF RECEIPT: (Combined Transport ONLY - see Clause 1 & 5.2)<br>XXXXXXXXXXXXXXXXXXXX | PLACE OF DELIVERY: (Combined Transport ONLY - see Clause 1 & 5.2)<br>XXXXXXXXXXXXXXXXXXXX |
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**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<br><small>(Continued on attached Bill of Lading Rider pages(s), if applicable)</small>  | Gross Cargo Weight     | Measurement          |
|--|---|------------------------|----------------------|
| <b>MEDU9600230</b><br><b>40' HIGH CUBE REEFER</b><br><br>Seal Number:<br>003SF050491 FJ14571525<br>Tare Weight: 4,360 kgs. | continued from Carrier's Agent Endorsements<br>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.<br><br>Asignar contenedores refrigerados no mayor a 10 años<br><br><b>5280 BOX(ES) of 5280 BOXES WITH FRESH AVOCADOS VARIETY HASS</b><br><b>(5280 CAJAS CON PALTAS FRESCAS VARIEDAD HASS)</b><br>P.A. 0804.40.0000<br>TR:QON416 / QON517<br><br><b>FREIGHT COLLECT</b><br><br><b>THE REEFER TEMPERATURE TO BE SET AT 5 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS</b><br>Temperature: 5.0 C<br>Total Items: 5280 | 23,760.000 kgs.        | 40.000 cu. m.        |
| <b>Total :</b>   |   | <b>23,760.000 kgs.</b> | <b>40.000 cu. m.</b> |

| <b>FREIGHT &amp; CHARGES</b> 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.<br><br>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.<br><br>IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill. |              |         |                            |         |               |   |              |  |              |                         |   |            |  |            |                        |   |           |  |           |                      |   |           |  |           |                         |   |            |  |            |                        |   |           |  |           |                  |                         |  |  |                            |  |
|--|---|--------------|---------|----------------------------|---------|---------------|---|--------------|--|--------------|-------------------------|---|------------|--|------------|------------------------|---|-----------|--|-----------|----------------------|---|-----------|--|-----------|-------------------------|---|------------|--|------------|------------------------|---|-----------|--|-----------|------------------|-------------------------|--|--|----------------------------|--|
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">FREIGHT &amp; CHARGES</th> <th style="width:10%;">BASIS</th> <th style="width:10%;">RATE</th> <th style="width:10%;">PREPAID</th> <th style="width:30%;">COLLECT</th> </tr> </thead> <tbody> <tr> <td>Ocean Freight</td> <td>1</td> <td>USD 5,596.00</td> <td></td> <td>USD 5,596.00</td> </tr> <tr> <td>TERMINAL HANDLING CHARG</td> <td>1</td> <td>EUR 315.00</td> <td></td> <td>EUR 315.00</td> </tr> <tr> <td>CARGO DATA DECLARATION</td> <td>1</td> <td>USD 25.00</td> <td></td> <td>USD 25.00</td> </tr> <tr> <td>CARRIER SECURITY FEE</td> <td>1</td> <td>USD 11.00</td> <td></td> <td>USD 11.00</td> </tr> <tr> <td>QUARTELY BUNKER RECOVER</td> <td>1</td> <td>USD 838.00</td> <td></td> <td>USD 838.00</td> </tr> <tr> <td>PANAMA CANAL EMERGENCY</td> <td>1</td> <td>USD 30.00</td> <td></td> <td>USD 30.00</td> </tr> <tr> <td>Declared Value :</td> <td colspan="2">TOTAL FREIGHT &amp; CHARGES</td> <td></td> <td>USD 6,500.00<br/>EUR 315.00</td> </tr> </tbody> </table> | 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<br>EUR 315.00 |  |
| 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<br>EUR 315.00 |         |               |   |              |  |              |                         |   |            |  |            |                        |   |           |  |           |                      |   |           |  |           |                         |   |            |  |            |                        |   |           |  |           |                  |                         |  |  |                            |  |

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| DECLARED VALUE (Only applicable if Ad Valorem charges paid - see Clause 7.3)<br>XXXXXXXXXXXXXXXXXXXX | CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1)<br>1 cntr | SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A. by Mediterranean Shipping Co, Del Peru SAC As Agent<br><br> |
| PLACE AND DATE OF ISSUE<br>MSC CALLAO<br>04-Aug-2023   | SHIPPED ON BOARD DATE<br>01-Aug-2023   |   |

1. DEFINITIONS
The following definitions shall apply in this Sea Waybill:
Carriage of Goods by Sea Act, 1924 (COGSA) means the U.S. 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 front of 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.
The Carrier undertakes that no claim or allegation whatever arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the carriage of the Goods whether or not arising out of negligence on the part of such Person.

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 if the Merchant's 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.
6.2 Notwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or of any similar convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.

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.
7.2 If and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clauses 5.1, 5.2, or 5.2.2 (c) or (d) otherwise, the Carrier's liability for breaches or omissions of the Carrier during the period of compulsory application shall exceed the amounts provided in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable.

8. FORCE MAJEURE
8.1 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country or which would be available to the Carrier in the absence of this Sea Waybill.
8.2 The Carrier shall have the benefit of the said laws, statutes or regulations as if he were the owner of the Vessel.

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 transhipping 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 transhipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;
(c) sail without pilots, proceed via any route (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading hereon) at any time or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or more often;

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 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.
10.2 Time bar - In any event, the Carrier shall be discharged from all liability if suit is not commenced within the period of time specified in clause 11.1.
11. MERCHANT-PACKED CONTAINERS
11.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it.
11.2 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 Container for carriage of the Goods as packed in the Container;
(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 liability shall not be limited to the time when the Container was packed;
(c) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.

12. REFRIGERATION, HEATING, INSULATION
12.1 The Carrier shall not be liable for loss of or damage to the Goods caused by:
(a) the failure of the Carrier to provide or maintain insulation shall not be furnished unless contracted for on the front of this Sea Waybill and extra Freight paid.
12.2 The Merchant must exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius above or below the temperature of the Goods, and to ensure that the Carrier's equipment and facilities are in good working order.
12.3 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialised machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence before recording the temperature of the Goods in the Container Receipt.
12.4 The Carrier does not warrant refrigeration or heating machinery, but shall exercise care in its operation and maintenance while in the actual possession of the Carrier.
13. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES
13.1 Inspection - 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.

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.
14.9 The Merchant shall be responsible for the cost 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.
14.10 The Merchant shall be responsible for the cost 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.

15.2 The Merchant shall be fully liable for and shall indemnify, hold harmless and defend the Carrier, its servants, agents and subcontractors and any third party for all loss, damage, delay, personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused to the Carrier, the Vessel, any cargo, and other property, whether on board or ashore, arising from such Goods and/or from the breach of clause 15.1, whether or not the Merchant was aware of the nature of such Goods.
15.3 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.
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 recovering the costs incurred and interest thereon.
16.2 Freight is earned and due upon receipt of the Goods by the Carrier, whether the Freight is prepaid or collect and the Carrier shall be entitled to all Freight due under circumstances, ship and/or cargo lost or not lost or the voyage abandoned.
16.3 Every Person defined as Merchant in clause 1 shall be jointly and severally liable to the Carrier for the payment of all Freight and charges and for the performance of the obligations of each of them hereunder.

17. CARRIER'S LIEN
17.1 THE CARRIER'S SERVANTS OR AGENTS SHALL HAVE A LIEN ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR FREIGHT AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHOSOEVER DUE.
17.2 THE CARRIER'S 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.
17.3 THE CARRIER'S 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.
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18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK
18.1 The Carrier shall not 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.
18.2 Goods which are of out-gauge and/or are stowed on or in open top containers, flatracks or platforms, and which are stowed on the front hereof to be carried on deck, and all livestock, whether carried on deck or under deck, are carried at the Merchant's responsibility and at the Merchant's risk.
18.3 The Carrier shall not 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.

19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE
19.1 If at any time the performance of the Carrier is affected by circumstances of danger, delay, 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;
(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.
19.2 If the Carrier elects to invoke the terms of this clause 19, then notwithstanding the provisions of clause 9, the Carrier shall not be liable for loss of or damage to the Goods or for any additional Freight and costs as the Carrier may determine.

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.
20.2 SHOULD THE SHIPPER REQUEST THE CARRIER TO DELIVER THE GOODS TO A PERSON OTHER THAN THE CONSIGNEE NAMED ON THE FRONT HEREOF, AGREEMENT TO SUCH CHANGE SHALL BE AT THE CARRIER'S SOLE DISCRETION AND THE CARRIER SHALL IN ANY EVENT NOT BE RESPONSIBLE FOR SUCH CHANGE.
20.3 THE CARRIER SHALL BE RESPONSIBLE FOR THE DELIVERY OF THE GOODS TO THE PERSON REQUESTED BY THE CARRIER IN GOOD TIME BEFORE NOTICE OF ARRIVAL OF THE GOODS HAS BEEN SENT OUT BY THE CARRIER'S AGENT AT DESTINATION, THE SHIPPER HEREBY UNDERTAKES TO INDEMNIFY THE CARRIER AGAINST ANY ADDITIONAL COSTS, EXPENSES, DELAYS AND LOSSES CAUSED THEREBY.
20.4 The Merchant shall be liable for the delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as otherwise agreed. If the Merchant fails to do so, the Carrier may without notice unload the Goods if packed in Containers and/or store the Goods ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods including or excluding or non-delivery, or loss of or damage to such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

21. BOTH TO BLAME COLLISION CLAUSE
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.
22. GENERAL AVERAGE AND SALVAGE
General Average shall be adjusted and settled as if it were a contract at the Carrier's option according to 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
The terms of this Sea Waybill shall be separable and, if in any term or provision hereof or any part of any term or provision hereof there is any inconsistency or conflict, it shall be invalid to that extent, but no further and such inconsistency shall not affect the validity or enforceability of any other term or provision hereof.
24. ENTIRE AGREEMENT
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, or where such other contract is incorporated into this Sea Waybill, which shall be construed together with its terms and conditions may not be changed orally.

25. FORCE MAJEURE
25.1 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country or which would be available to the Carrier in the absence of this Sea Waybill.
25.2 The Carrier shall have the benefit of the said laws, statutes or regulations as if he were the owner of the Vessel.

26. METHODS AND ROUTES OF CARRIAGE
26.1 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 transhipping 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 transhipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;
(c) sail without pilots, proceed via any route (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading hereon) at any time or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or more often;

27. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION
27.1 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 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.
27.2 Time bar - In any event, the Carrier shall be discharged from all liability if suit is not commenced within the period of time specified in clause 11.1.
28. MERCHANT-PACKED CONTAINERS
28.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it.
28.2 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 Container for carriage of the Goods as packed in the Container;
(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 liability shall not be limited to the time when the Container was packed;
(c) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.

29. REFRIGERATION, HEATING, INSULATION
29.1 The Carrier shall not be liable for loss of or damage to the Goods caused by:
(a) the failure of the Carrier to provide or maintain insulation shall not be furnished unless contracted for on the front of this Sea Waybill and extra Freight paid.
29.2 The Merchant must exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius above or below the temperature of the Goods, and to ensure that the Carrier's equipment and facilities are in good working order.
29.3 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialised machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence before recording the temperature of the Goods in the Container Receipt.
29.4 The Carrier does not warrant refrigeration or heating machinery, but shall exercise care in its operation and maintenance while in the actual possession of the Carrier.
30. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES
30.1 Inspection - 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.

31. FORCE MAJEURE
31.1 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country or which would be available to the Carrier in the absence of this Sea Waybill.
31.2 The Carrier shall have the benefit of the said laws, statutes or regulations as if he were the owner of the Vessel.

32. METHODS AND ROUTES OF CARRIAGE
32.1 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 transhipping 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 transhipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;
(c) sail without pilots, proceed via any route (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading hereon) at any time or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or more often;

33. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION
33.1 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 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.
33.2 Time bar - In any event, the Carrier shall be discharged from all liability if suit is not commenced within the period of time specified in clause 11.1.
34. MERCHANT-PACKED CONTAINERS
34.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it.
34.2 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 Container for carriage of the Goods as packed in the Container;
(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 liability shall not be limited to the time when the Container was packed;
(c) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.

35. REFRIGERATION, HEATING, INSULATION
35.1 The Carrier shall not be liable for loss of or damage to the Goods caused by:
(a) the failure of the Carrier to provide or maintain insulation shall not be furnished unless contracted for on the front of this Sea Waybill and extra Freight paid.
35.2 The Merchant must exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius above or below the temperature of the Goods, and to ensure that the Carrier's equipment and facilities are in good working order.
35.3 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialised machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence before recording the temperature of the Goods in the Container Receipt.
35.4 The Carrier does not warrant refrigeration or heating machinery, but shall exercise care in its operation and maintenance while in the actual possession of the Carrier.
36. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES
36.1 Inspection - 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.

37. FORCE MAJEURE
37.1 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country or which would be available to the Carrier in the absence of this Sea Waybill.
37.2 The Carrier shall have the benefit of the said laws, statutes or regulations as if he were the owner of the Vessel.