



**NETWORK SHIPPING LTD., INC.**

FMC NO. 0090630

**BILL OF LADING**

SHIPPER (Principal or Seller-licensee and address including ZIP Code) INDUSTRIAS AGRICOLAS S. R. L CALLE TACNA 540 OTR. CERCADO (FRENTE A LA PLAZA DE ARMAS) PIURA PIURA CONTACTO: RICARDO AUGUSTO QUIMPER TEL: (073) 325385		DOCUMENT NUMBER PAI122223		B/L NUMBER NOSH33522DV22112	
CONSIGNEE T & C SPECIALTIES LLC 6040 N. PARAMOUNT BLVD. - LONG BEACH, CA90805 CONTACTO: LEONARDO CALVO TELEFONO 310-993-9978 / (424) 704-5723		EXPORT REFERENCES BK: PAI122223 NUMBER CONTRACT: SB-729 ZIP CODE: 90805			
FORWARDING AGENT (Name and address)		POINT (STATE) OF ORIGIN OR FTZ NUMBER			
NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address)		Destination Agent			
PRE-CARRIAGE BY		PLACE OF RECEIPT BY PRE-CARRIER		TEL: FREIGHT COLLECT	
OCEAN VESSEL DEL MONTE VALIANT/22N23		PORT OF LOADING / EXPORT PORT PAITA		LOADING PIER / TERMINAL	
PORT OF DISCHARGE PORT HUENEME		PLACE OF DELIVERY BY ON-CARRIER LONG BEACH CA, 90805		TYPE OF MOVE PORT TO DOOR	
				CONTAINERIZED (Vessel Only) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MARKS AND NUMBERS CONTAINER# / SEAL#		NUMBER OF PACKAGES		DESCRIPTION OF COMMODITIES in schedule B detail	
CONT. # TEMU7542755 SEAL# 002AR044409 004VA401368		1X40 HC 2732 BOXE(S)		1X40HC OPERATING DRY CONTAINER S. T. C. : 2232 BOX PLANTAIN CHIPS HS CODE: 2008.99 GROSS WEIGHT: 5301.88  44 BOX SWEET POTATO CHIPS HS CODE: 2005.99 GROSS WEIGHT: 203.28  450 BOX TOASTED BROAD BEANS HS CODE: 1904.10 GROSS WEIGHT: 1428.00  4 CAROB SYRUB HS CODE: 1302.32 GROSS WEIGHT: 37.89  2 BOX BEE HONEY HS CODE: 0409.00 GROSS WEIGHT: 18.95  TOTAL PACKAGES: 2732 BOXES TOTAL NET WEIGHT: 5848.68 KG TARE: 3890 KG TOTAL GROSS WEIGHT: 6990 KG	
				GROSS WEIGHT (Kilos) 6990.000 KGS 15410.310 LBS	
				MEASUREMENT	
Carrier Has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United State Shipping Act, 1984 as amended. DECLARED VALUE _____ READ CLAUSE 29 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATIONS OF LIABILITY.					
FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENT					
SUBJECT TO CORRECTION		PREPAID		COLLECT	
LOW SULPHUR				50.00	
DTHC				250.00	
BAF				418.00	
BILL OF LADING FEE				90.00	
OCEAN FREIGHT				2760.00	
OTHC				190.00	
ON CARRIAGE				1650.00	
GRAND TOTAL				5408.00	
Received by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. In witness whereof three (3) original Bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly enclosed in exchange for the Goods or delivery order. Limitation on carrier's liability/shippers's ad valorem option: The Carrier in shall in no event be or become liable for any loss or damage to or in connection with the transportation of Goods in an amount exceeding US \$500 per package, or in the case of goods not shipped in packages per customary freight unit, or the equivalent of that sum in other currency (or such other limitation imposed by a Carriage of Goods by Sea Act, statute or law in force according to the provisions hereof) unless the nature and value of such goods have been declared by the Merchant before shipment and inserted in the bill of Lading. Such declaration of value shall not, however, be conclusive on the Carrier for purposes of determining the extent of the Carrier's liability. If the Merchant desires to be covered for a valuation in excess of said US\$500 per package or customary freight unit or any other applicable limitation, the Merchant must so stipulate in this Bill of Lading and such additional liability only will be assumed by the Carrier upon payment of the Carrier's ad valorem freight charge. Declared Cargo Value US\$ If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged. Carrier hereby undertakes to carry out, at the request of shipper, cold treatment of goods, which undertaking shall be totally separate from and fall outside the scope of carrier's undertaking to carry goods under this bill of lading and for which a fee shall be separately charged. Cold treatment shall be performed by carrier but at risk of the shipper/consignee. Carrier undertaking for cold treatment of goods is strictly limited to exercise due diligence to provide properly approved containers and temperature measuring and recording devices as well as to monitor cold treatment procedure, Carrier is not responsible for a failure of the cold treatment as consequence of an incorrect placement of the cold treatment probes that is a responsibility of the peruvian national agrarian sanitary authority (SENASA). Carrier upon exercise due diligence shall be fully released and discharged from any obligation and responsibility in respect of and for outcome of cold treatment. Shipper / consignee hereby undertakes to hold harmless and indemnify carrier for any and all consequences arising from or out of goods being subject to cold treatment. Additionally, shipper / consignee agrees to instruct new destination of cargo within the next 7 days after rejection/failure of the cold treatment.					
DATED AT _____ SIGNATURE _____					
BY NETWORK SHIPPING LTD., INC. AGENT FOR THE CARRIER					
19 May 2023					
				B/L No. NOSH33522DV22112	
MONTH		DAY		YEAR	

NON-NEGOTIABLE

**TERMS AND CONDITION**  
(Large Print Available on Request)

**1. DEFINITIONS**

"Carrier" means Network Shipping Inc.  
"Merchant" includes the consignor, the shipper, the receiver, the consignee, the owner of the Goods, the lawful holder or endorsee of this Bill of Lading or any other person having any present or future interest in the Goods or this Bill of Lading, or anyone authorized to act on behalf of any of the foregoing.  
"Vessel" where the context so admits, includes the Vessel named in Box 6 of this Bill of Lading or any substitute therefor, and any feeder vessel, lighter or barge used by or on behalf of the Carrier in connection with any seagoing leg of the carriage.  
"Sub-contractor" includes owners and operators of vessels (other than the Carrier), stevedores, terminal, warehouse, depot and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in the performance of the carriage and any sub-contractor thereof. The expression Sub-contractor shall include direct and indirect Sub-contractors and their respective servants, agents or Sub-contractors.  
"Goods" means the whole or any part of the cargo received from the Merchant and includes any Container not supplied by or on behalf of the Carrier.  
"Package" means each Container which is stuffed and sealed by or on behalf of the Merchant, and not the items packed in such Container if the number of such items is not indicated on the front of this Bill of Lading or as indicated by the terms such as "Said to Contain" or similar expressions.  
"Shipping Unit" means any physical unit of cargo not shipped in a package, including machinery, vehicles and boats, except goods shipped in bulk.  
"Container" includes any Container, open top, trailer, transportable tank, flat rack, platform, pallet, and any other equipment or device used for or in connection with the transportation of the Goods.

**2. CARRIER'S TARIFF**  
The terms of the Carrier's applicable Tariff and other requirements regarding charges are incorporated into this Bill of Lading. Particular attention is drawn to the terms contained therein, including, but not limited to, free storage time, Container and vehicle demurrage, etc. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or its agents upon request. In case of any inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.  
**3. SUB-CONTRACTING, INDEMNITY AND CERTAIN DEFENSES, EXEMPTIONS AND LIMITATIONS**  
(1) The Carrier shall have the right at any time and on any terms whatsoever to sub-contract the whole or any part of the carriage with any Sub-contractor and/or to substitute any other vessel or means of transport for the Vessel.  
(2) The Merchant undertakes that no claim or legal action whatsoever shall be made or brought against any person by whom the carriage is performed or undertaken (including, but not limited to, the Carrier's servants, agents, or Sub-contractors), other than the Carrier, which imposes or attempts to impose upon any such person, or any vessel owned or operated by such person, any liability whatsoever in connection with the Goods or the carriage thereof whether or not arising out of negligence or otherwise. The Carrier shall not be liable for any such claims or actions, but the Merchant undertakes to indemnify the Carrier against all consequences thereof including legal expenses on a full indemnity basis. Without prejudice to the foregoing, every person or vessel, including, but not limited to, the Carrier's servants, agents, or Sub-contractors as defined in Clause 1 above, shall have the benefit of every exemption, defense and limitation herein contained applicable to the Carrier, in contrast or in tort, as if such provision were expressly contracted for its benefit, and, in entering into this contract, the Carrier, by the effect of such exemptions, defenses and limitations, does so not only on its behalf, but also as an agent and trustee for such person or vessel.

**4. CARRIER'S RESPONSIBILITY**  
**(1) Port to Port Shipment:** If boxes 6, 7 and 8 but not boxes 4,5 and 9 are filled in on the front of this Bill of Lading, this Bill of Lading is a Port-to-Port contract. The Carrier shall be responsible for the Goods as carrier from the time when the Goods are received by the Carrier at the Port of Loading until the time of delivery thereof at the port of discharge to the Merchant or to the Authority as required by local laws or regulations, whichever occurs earlier.  
**(2) Combined Transport:** If Box 4, Box 7 and/or Box 9 are filled in on the front of this Bill of Lading and the (place/s) or port(s) indicated therein (date place/s) or port(s) other than that indicated in Box 7 and Box 8 and Freight is paid for combined transport, this Bill of Lading is a combined transport contract. The Carrier undertakes to arrange or procure the pre-arrival and/or on-carriage segments of the combined transport. All claims arising from the combined transport shall be made against the carrier of the Goods or the date when the Goods should have been delivered, failing which the Carrier shall be discharged from all liabilities whatsoever in respect of the Goods. If any payment is made by the Carrier to the Merchant in respect of any claim arising from the combined transport, the Carrier shall be automatically subrogated to or given all rights of the Merchant against all others including pre-carrier or on-carrier or Sub-contractor on account of such loss or damage. Nothing herein contained shall be deemed a waiver of any rights that the Carrier may have against a pre-carrier or on-carrier or Sub-contractor for indemnity or otherwise.

**5. NOTICE OF CLAIM AND TIME BAR**  
(1) Unless notice of loss or damage is given in writing to the Carrier's agent at the Port of Discharge or Place of Delivery before or on the date of delivery of the Goods, or if loss or damage is discovered within 9 months after the delivery of the Goods but the prima facie evidence of the delivery of the Goods by the Carrier and/or on-carrier in the order and condition described in this Bill of Lading.  
(2) The Carrier, its servants, agents and Sub-contractors shall be discharged from all liabilities whatsoever unless suit is brought within one year after the delivery of the Goods or the date when the Goods should have been delivered.  
**6. LOSS OR DAMAGE**  
(1) The terms of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the carriage of the Goods not only during the carriage, but also during the period prior to and/or subsequent to the carriage. The exemptions from liability, defenses and limitation of liability provided for herein shall apply in any action against the Carrier for loss or damage or delay, however occurring and whether the action is founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract. Save as is otherwise provided herein, the Carrier shall not be liable for loss or damage or delay arising from fire or theft or direct or consequential loss or damage caused by fire.  
(2) The Carrier does not undertake that the Goods will be transported from or loaded at the place of receipt or loading or will arrive at the place of discharge, destination or transshipment aboard any particular vessel or other conveyance at any particular date or time or to meet any particular market or in order to give any particular use. Scheduled or advertised dates and arrival times are only expected times and may be advanced or delayed if the Carrier shall find it necessary, prudent or convenient. The Carrier shall not be liable in circumstances whatsoever and however arising for fire, direct, indirect or consequential loss or damage caused by fire.  
(3) If the stage of the carriage which loss or damage occurred can be determined, the liability of the Carrier shall be governed by the national law and/or international convention(s) applicable thereto. If the stage of the combined transport during which loss or damage occurred can not be determined, the Merchant and the Carrier agree that it shall be deemed that the loss or damage occurred aboard the Carrier's Vessel. In either case, clauses 5(2) and 7 shall apply.

**7. LIMITATION OF LIABILITY**  
(1) Except as provided for in Clause 7(2), this Bill of Lading shall be subject to the provisions of the Maritime Code of the People's Republic of China as provided for in Clause 26(1). Neither the Carrier, its servants, agents, Sub-contractors nor the Vessel shall in any event be liable for any loss or damage to the Goods in any amount exceeding the limits per package or unit prescribed by that Code, unless the nature and value of the Goods have been declared by the Merchant before shipment and inserted in this Bill of Lading (Box 10) and the Merchant has paid additional Freight on such declared value.  
(2) Where carriage includes carriage to or from or through a port or place in the United States of America, this Bill of Lading shall be subject to the provisions of the United States Carriage of Goods by Sea Act 1924 (US COGSA) and any amendments thereto, as provided for in Clause 26(2) hereof. In such event, neither the Carrier nor its servants, agents, Sub-contractors nor the Vessel shall in any event be liable for any loss or damage to the Goods in an amount exceeding the limits per package or unit prescribed by US COGSA, unless the nature and value of the Goods have been declared by the Merchant before shipment and inserted in this Bill of Lading (Box 10) and the Merchant has paid additional Freight on such declared value.

(3) If a legal regime other than the Maritime Code of the People's Republic of China or US COGSA is compulsorily applied to this Bill of Lading, the liability of the Carrier, its servants, agents, Sub-contractors or the Vessel shall be limited to the amount of the net value of the Goods as declared by the Merchant before shipment and inserted in this Bill of Lading (Box 10) and the Merchant has paid additional Freight on such declared value.  
(4) For the purpose of this Clause 7, the declared value shall be the basis for calculating the Carrier's liability, if any, provided that such declared value shall not be considered to be the basis for the Carrier, and further provided that such declared value does not exceed the true value of the Goods at destination. Any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.  
**8. FIRE**  
The Carrier shall not be liable for any loss or damage to the Goods occurring at any time, including that before loading or after discharge by reason of any fire whatsoever, unless such fire is caused by the actual fault of the Carrier.

**9. CARRIER'S CONTAINERS**  
(1) Goods received in break bulk will be stuffed by the Carrier in Containers and the Carrier shall have the right to carry any Containers, whether or not stuffed by the Carrier, in Containers or Shipping Unit prescribed herein, unless the nature and value of the Goods have been declared by the Merchant and the equipment are used by the Merchant for pre-arrival, on-carriage or unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed, clean and free of smell to the point or place designated by the Carrier, its servants or agents, within the time specified in the Tariff and/or required by the Carrier. Should a Container not be returned within the aforesaid time, the Merchant shall be liable for any detention, demurrage, loss or expenses which may arise from such non-return.  
(2) The Merchant shall be liable for any loss of or damage to Carrier's Containers and other equipment while in the custody of the Merchant or anyone acting on the Merchant's behalf. The Merchant shall also be liable during such period for any loss of or damage to the property of others or for any injuries or death and the Merchant shall indemnify and hold the Carrier harmless against all damages, including legal expenses, incurred from any and all such claims arising during such periods.

**10. MERCHANT-STUFFED CONTAINER**  
(1) If a Container is used by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the Goods and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has been caused by:  
(a) the manner in which the Container has been filled, packed, loaded or stuffed, or  
(b) the unsuitability of the Goods for carriage in the Container, or  
(c) the unsuitability or defective condition of the Container, provided that, if the Container had been supplied by or on behalf of the Carrier, this unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Container was filled, packed, loaded or stuffed.  
(2) If a Merchant-stuffed Container is delivered by the Carrier with its seal intact, such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any loss or shortage of the Goods ascertained at delivery.  
(3) The Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima facie evidence of its being suitable and without defect.

**11. MERCHANT'S DESCRIPTION**  
(1) The Merchant's description of the Goods stuffed in a sealed Container by the Merchant, or on his behalf, shall not be binding on the Carrier, and the description declared by the Merchant on the front of this Bill of Lading is information provided by the Merchant solely for its own use including but not limited to the use of its freight forwarder. It is understood by the Merchant that the Carrier has not verified the contents, weight or measurement of a sealed container, and the Carrier makes no representation as to the contents of a sealed Container, van, crate or box hereunder, nor its weight or measurement, nor the value, quantity, quality, description, condition, marks or number of the contents therein. The Carrier shall be under no responsibility whatsoever in respect of such description or representation.  
(2) Any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the front of this Bill of Lading, such particulars are included solely at the request of the Merchant for its convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and shall in no way affect the Carrier's liability under this Bill of Lading. The Merchant acknowledges that, except as provided for in Clause 7 hereof, the value of the Goods is unknown to the Carrier.  
**12. MERCHANT'S RESPONSIBILITY**  
(1) The parties defined as "Merchant" in Clause 1 hereof shall, where applicable, be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by any of them under this Bill of Lading.  
(2) The Merchant warrants to the Carrier that the particulars relating to the Goods as set forth on the front of this Bill of Lading have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and are not contraband.  
(3) The Merchant shall indemnify the Carrier against all liabilities, costs, losses, damages, fines, penalties, expenses or other sanctions of a monetary nature arising or resulting from any breach of the warranties in Clause 12(2) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.  
(4) The Merchant shall comply with all regulations or requirements of customs, port and other Authorities, and shall bear and pay all duties, taxes, fines, interest, expenses or losses (including the full return Freight for the Goods if returned, or if re-carried, the full Freight from the Port of Discharge or the Place of Delivery nominated herein to the amended Port of Discharge or the amended Place of Delivery) incurred and/or sustained by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering, or addressing of the Goods, and shall indemnify the Carrier in respect thereof.  
**13. FREIGHT AND CHARGES**  
(1) All Freight shall be deemed fully, finally and unconditionally earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event whatsoever.  
(2) All Freight and charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods.  
(3) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies concerning the Freight in the applicable Tariff or as agreed otherwise.  
(4) If the Merchant's description of the Goods in this Bill of Lading or in any document or certificate furnished to the Carrier by or on behalf of the Merchant shall prove to have been inaccurate, incorrect or misleading in any respect, the Merchant shall pay for the actual damage suffered by the Carrier.  
(5) Payment of Freight and charges to any freight forwarder or broker, or anyone other than the Carrier or its authorized agent, shall not be considered payment to the Carrier and shall be made at the Merchant's sole risk.  
(6) The parties defined as Merchants in Clause 1 hereof shall, where applicable, be jointly and severally liable to the Carrier for payment of all Freight,

demurrage, General Average and charges, including, but not limited to, court costs, expenses and reasonable attorney's fees incurred in collecting sums due to the Carrier, failing which shall be considered a default by the Merchant in the payment of Freight and charges.

**14. INSPECTION OF THE GOODS**  
The Carrier and/or any person to whom the Carrier has sub-contracted the carriage or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods. If by order of the Authorities at any place, a container must be opened for inspection, the Carrier shall not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or re-packing. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection, and re-packing from the Merchant.  
**15. CARRIAGE AFFECTED BY CONDITION OF THE GOODS**  
If it appears at anytime that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Goods or the Container, the Carrier may without notice to the Merchant (but as its agent only) take any measure(s) and/or incur any additional expense to carry, to continue the carriage thereof, and/or dispose of the Goods, and/or abandon the carriage and/or store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which abandonment, storage or disposal thereof shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

**16. LIENS**  
The Carrier shall have a lien on the Goods and any documents relating thereto for Freight, dead Freight, demurrage, detention, and for any expenses incurred by the Carrier for re-accepting, re-securing, re-stowing, lashing, unlash, or required disposal of faulty Goods, for General Average contributions to whatsoever due, for fines, dues, tolls, land Freight, or commissions paid or advanced by the Carrier on behalf of the Goods, for any sums including salvage payable to the Carrier under this Bill of Lading and for legal expenses incurred because of any attachment or other legal proceedings brought against the Goods by governmental Authorities or any person claiming an interest in the Goods. The Carrier's lien shall survive discharge or delivery of the Goods and the Carrier shall have the right to enforce such lien by public auction or private sale in its discretion. Should the proceeds of sale fail to cover the amount due, including expenses incurred, the Carrier shall be entitled to recover the balance from the Merchant. Should such proceeds exceed the amount due, the balance shall be returned to the Merchant.  
**17. DECK CARGO, ANIMALS AND PLANTS**  
Goods (other than Goods stuffed in Containers) that are stowed on the front of this Bill of Lading as contracted to be stowed "on deck" and are so carried, and all live animals, including fish and birds, or plants shipped hereunder, shall be carried solely at the risk of the Merchant, and the Carrier shall not be liable for any loss or damage of whatsoever nature arising during carriage by sea whether or not arising out of negligence on the part of the Carrier. The Carrier shall be bound to prove that he has fulfilled the special requirements of the Merchant with regard to the carriage of the live animals and that under the circumstances of the sea, the loss or damage has occurred due to the special risks inherent therein. The Merchant shall indemnify the Carrier against all claims for loss or damage of whatsoever nature arising during carriage by sea whether or not arising out of negligence on the part of the Carrier.  
**18. METHODS AND ROUTES OF CARRIAGE**  
(1) The Carrier may at any time during the carriage:  
(a) use any means of transport or storage whatsoever;  
(b) transfer the Goods from one conveyance to another including transshipment or carrying the same on another Vessel other than the Vessel named on the front of this Bill of Lading or by any other means of transport whatsoever.  
Anything done in accordance with this Clause or any delay arising therefrom shall be deemed to be within the scope of the carriage and shall not be a breach of contract.  
**19. MATTERS AFFECTING PERFORMANCE**  
If at any time the carriage is or is likely in the judgment of the Master to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind, other than that which is inherent in the nature of the Goods to be carried or carried further, and however arising (even though the circumstances giving rise to such matters as stated above existed at the time this contract was entered into or the Goods were received for shipment), the Carrier (whether or not the carriage is commenced) may, at his sole discretion and without prior notice to the Merchant:  
(1) suspend the carriage of the Goods and place the Goods at the Merchant's disposal, by an alternative route than that indicated in this Bill of Lading or from that which is customary for Goods consigned to that Port of Discharge or Place of Delivery, if the Carrier elects to invoke the terms of this sub-Clause, then, notwithstanding the provisions of Clause 18 hereof, the Carrier shall be entitled to charge such additional Freight as the Carrier may determine;  
(2) suspend the carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representation as to the maximum period of suspension. If the Carrier elects to invoke the terms of this sub-Clause, then the Carrier shall be entitled to the payment of such additional Freight as the Carrier may determine, or  
(3) abandon the carriage of the Goods and place the Goods at the Merchant's disposal at any port or place where the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall entirely cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for shipment, and the Merchant shall pay any additional costs of the carriage to, and delivery and storage at such port or place, if any. Where the Carrier elects to use an alternative route under Clause 19(1) or to suspend the carriage under Clause 19(2), same shall not prejudice its right subsequently to abandon the carriage.

**20. DANGEROUS GOODS**  
In the event of shipment of Dangerous Goods, the Merchant shall, in compliance with the regulations governing the carriage of such Goods, have the same properly packed, distinctly marked and labeled and notify the Carrier in writing of their proper description, nature and the precautions to be taken. In case the Merchant fails to or inaccurately notifies the Carrier, the Carrier may have such Goods landed, destroyed or rendered innocuous when and where circumstances so require, without compensation. The Merchant shall be liable to the Carrier for any loss, damage or expense resulting from such disposal.  
Notwithstanding the Carrier's knowledge of the nature of the Dangerous Goods and its consent to carry, the Carrier may still have such Goods landed, destroyed or rendered innocuous, without compensation, when they become an actual danger to the Vessel, the crew and other persons on board or to other goods. However, what mentioned in this Clause shall not prejudice the contribution in General Average, if any.  
**21. SPECIAL, REFRIGERATED OR HEATED CONTAINERS**  
(1) Unless the Merchant and the Carrier agree in writing before shipment that specially ventilated, refrigerated or heated Containers will be used to ship the Goods, the Merchant and the Carrier shall be liable for the loss or damage to the Goods, including the cost of the Goods, if the temperature range of the Goods and of the particular temperature range to be maintained and/or special attention required and the Merchant pays the extra Freight charged under the Carrier's Tariff or as agreed. The Goods shall be carried in ordinary unventilated Containers.  
(2) In case of a refrigerated Container stuffed by or on behalf of the Merchant, the Merchant undertakes that its thermostat, ventilating or any other controls used to regulate the temperature of the Goods are set and maintained at the temperature of the Goods and the refrigerated Container has been brought to the required temperature level before stuffing and that the Goods have been properly stowed in the Container before the receipt thereof by the Carrier. If these requirements are not fully met, the Carrier shall not be liable for any loss of or damage to the Goods however arising.  
(3) The Merchant shall be responsible for the operation and maintenance of the Carrier's Container while it is in the Merchant's custody or the custody of anyone acting on the Merchant's behalf.  
(4) If a suggested temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at the noted temperature and the Carrier shall exercise due care to maintain the temperature of the Goods during the carriage.  
(5) The Carrier does not warrant that the Container is properly ventilated, refrigerated or heated throughout the carriage, nor shall the Carrier be liable for any loss of or damage to the Goods arising from any latent defects, any total or partial failure or breakdown, or stoppage of the refrigerating machinery, chills, insulation and/or any apparatus of the Carrier, Vessel, conveyance and any other facilities, provided that the Carrier shall before at the beginning of the carriage exercise due diligence to maintain the refrigerated Container in an efficient state.  
(6) In case of the Merchant's own Container, a set of emergency kit and an operation manual shall be supplied by the Merchant.

**22. NOTIFICATION AND DELIVERY**  
(1) Any merchant agent or Sub-contractor to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation hereunder.  
(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as required by the Carrier.  
(3) If the Merchant fails to take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as required by the Carrier, detention, demurrage, loss or charges whether for storage or otherwise in excess of their value, the Carrier may, at its discretion, without prejudice to any rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, unsell, sell, destroy or dispose of the Goods at the Merchant's expense and risk and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant. The aforesaid unselling shall constitute due delivery hereunder and thereupon all liability whatsoever of the carrier in respect of the Goods thereof shall cease.  
(4) Where the Carrier is obliged to hand over the Goods so carried into the custody of the port, customs or any other Authorities at the Port of Discharge or Place of Delivery and the Goods are delivered by the same to the Merchant without necessity of production of this Bill of Lading by the Merchant as required by the local law, regulation and/or practice, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading and thereupon the liability of the Carrier in respect of the Goods shall entirely cease.  
(5) If the Merchant fails to take delivery of the Goods before the expiry of the time specified in the Tariff and/or required by the Carrier, notwithstanding its having been notified of the availability of the Goods for delivery, shall constitute an irrevocable warranty by the Merchant to the Carrier of all and any claims whatsoever relating to the Goods or the Carriage. The Merchant shall be liable for any losses, damages, expenses and liabilities incurred and sustained by the Carrier arising from any such failure to take delivery of the Goods before the expiry of the time specified in the Tariff and/or required by the Carrier, and, in addition, to return of the Goods to the place of origin.

**23. GENERAL AVERAGE AND SALVAGE**  
(1) General Average shall be adjusted at any port or place at the Carrier's option according to the York-Antwerp Rules 1974, as amended in 1990, and any other amendments thereto. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated General Average contribution of the Carrier and the Merchant.  
(2) In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master shall act on its behalf to procure such services to Goods and that the Carrier may act on its behalf to settle salvage remuneration. The Merchant shall timely and fully provide cash deposit or other security to the Carrier to effect the schedule of the Vessel after the salvage, failing which the Merchant shall be liable for any losses arising therefrom and sustained by the Carrier.  
**24. BOTHS-TO-BLAME COLLISION**  
In the event of a Both-to-Blame Collision Clause currently published by the Baltic and International Maritime Conference is deemed to be incorporated into this Bill of Lading.  
**25. NON-VESSEL-OPERATING COMMON CARRIER**  
If this Bill of Lading is accepted by a Merchant acting as a non-vessel-operating common carrier (NVOCC), who has in turn concluded other contracts of carriage with third parties, the NVOCC hereby warrants that the contracts concluded by him in respect of the Goods subject to this Bill of Lading shall incorporate the terms and conditions of this Bill of Lading. The NVOCC further warrants to indemnify the Carrier, its servants, agents and Sub-contractors against all consequences of his failure to do so.

**26. LAW AND JURISDICTION**  
(1) This Bill of Lading is governed by the laws of the People's Republic of China. All disputes arising under or in connection with this Bill of Lading shall be determined by the laws of the People's Republic of China and any action against the Carrier shall be brought before the Shanghai Maritime Court or other maritime courts in the People's Republic of China, as the case may be.  
(2) Notwithstanding the provision of Clause 26(1), where carriage includes carriage to or from or through a port or place in the United States of America, this Bill of Lading shall be subject to the provisions of the US COGSA, which shall be deemed to have been incorporated herein and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights, immunities, exceptions or limitations or an increase of any of its liabilities under US COGSA. The provision thereof in the COGSA (except as may be otherwise specifically provided herein) shall also govern before loading and after discharging as long as the goods remain in the Carrier's custody or control.  
**27. VARIATION OF THE CONTRACT**  
The Carrier, its agent or Sub-contractor of the Carrier shall have the power to waive or vary any terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or approved in writing by the Carrier.  
**28. NEW JASCO CLAUSE**  
In the event of an accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant jointly and severally shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the salvaging ship belonged to a stranger.  
**THE FOLLOWING CLAUSES ARE APPLICABLE ONLY WHEN THE DOCUMENT USED AS A SEA WAYBILL:**

**29. Delivery** will be made to the Consignee or his authorized representative upon presentation of a delivery receipt or other evidence of identity and authorization satisfactory to the Carrier in its sole and absolute discretion without the need of producing or surrendering a copy of his Sea Waybill.  
**30. Except as provided in this Sea Waybill, a copy of contract evidence provided by this Sea Waybill is subject to the terms and conditions of the Carrier's current Combined Transport Bill of Lading, the copy of which may be obtained from the Carrier and its agents. The Shipper accepts all said terms and conditions, including but not limited to the terms, package and/or other limitations of liability contained therein, on behalf of the Consignee and the Owner of the Goods and warrants that he has authority to do so.**  
**31. The consignee or other receiver of the Goods, by presenting this Sea Waybill and/or requesting delivery of the Goods, undertakes all liabilities of the Shipper under this Sea Waybill, and the Carrier's current Combined Transport Bill of Lading, such undertaking being additional and without prejudice to the Shipper's own liability.**  
**32. The shipper agrees and observes the CMI Uniform Rules for Sea Waybill for the purpose of using the Carrier's Sea Waybill in cargo transportation.**  
**33. Upon written request of the Shipper prior to arrival of the carrying vessel at the Port of Discharge or Place of Delivery, whichever applicable, the Carrier will use its best efforts to change the Sea Waybill to the Carrier's Bill of Lading, provided that the Carrier shall in no case be liable for failure timely to effect such changes.**  
**34. The goods are subject to the Carrier's normal credit practices with respect to release of particular Goods, as specified in the Carrier's Tariff and Bill of Lading, including but not limited to, the Carrier's right to lien against any shipment as stated for any unpaid charges due and owing to the carrier by any party to this Sea Waybill, whether related to the Goods described in this Sea Waybill or not.**  
**35. Unless instructed to the contrary by the Shipper prior to the commencement of carriage and noted accordingly on the face hereof, the Carrier will, subject to the aforesaid terms and conditions, proceed cargo claims with the Consignee. Claims settlement, if any, shall be a complete discharge of Carrier's liability to the Shipper.**  
(as amended on 24/08/01)



**NETWORK SHIPPING LTD., INC.**  
FMC NO. 0090630

**BILL OF LADING**

<b>SHIPPER (Principal or Seller-licensee and address including ZIP Code)</b> INDUSTRIAS AGRICOLAS S. R. L CALLE TACNA 540 OTR. CERCADO (FRENTE A LA PLAZA DE ARMAS) PIURA PIURA. CONTACTO: RICARDO AUGUSTO QUIMPER TEL: (073) 325385		<b>DOCUMENT NUMBER</b> PAI122223		<b>B/L NUMBER</b> NQSH33522DV22112	
		<b>EXPORT REFERENCES</b> BK: PAI122223 NUMBER CONTRACT: SB-729 ZIP CODE: 90805			
<b>CONSIGNEE</b> T & C SPECIALTIES LLC 6040 N. PARAMOUNT BLVD. - LONG BEACH, CA90805 CONTACTO: LEONARDO CALVO TELEFONO 310-993-9978 / (424) 704-5723		<b>FORWARDING AGENT (Name and address)</b>  <b>POINT (STATE) OF ORIGIN OR FTZ NUMBER</b>			
<b>NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address)</b>		<b>Destination Agent</b>  <b>TEL:</b> <b>FREIGHT COLLECT</b>			
<b>PRE-CARRIAGE BY</b>		<b>PLACE OF RECEIPT BY PRE-CARRIER</b>			
<b>OCEAN VESSEL</b> DEL MONTE VALIANT/22N23		<b>PORT OF LOADING / EXPORT</b> PORT PAITA		<b>LOADING PIER / TERMINAL</b>	
<b>PORT OF DISCHARGE</b> PORT HUENEME		<b>PLACE OF DELIVERY BY ON-CARRIER</b> LONG BEACH CA, 90805		<b>TYPE OF MOVE</b> PORT TO DOOR	
				<b>CONTAINERIZED (Vessel Only)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>MARKS AND NUMBERS</b> CONTAINER# / SEAL#		<b>NUMBER OF PACKAGES</b>		<b>DESCRIPTION OF COMMODITIES in schedule B detail</b>	
				<b>GROSS WEIGHT (Kilos)</b>	
				<b>MEASUREMENT</b>	
				<b>NOTES:</b> FULL DELIVERY DATE: Carretera Piura Chiclayo KM 974. Piura Castilla.	
<b>Total</b>		1 2732		6990.000 KGS 15410.310 LBS	
NON-NEGOTIABLE					
Carrier Has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United State Shipping Act, 1984 as amended. DECLARED VALUE _____ READ CLAUSE 29 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATIONS OF LIABILITY.					
<b>FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENT</b>					
<b>SUBJECT TO CORRECTION</b>		<b>PREPAID</b>		<b>COLLECT</b>	
<b>GRAND TOTAL</b>					
Received by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customers not withstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. In witness whereof three (3) original Bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly enclosed in exchange for the Goods or delivery order. Limitation on carrier's liability/shippers's ad valorem option: The Carrier shall in no event be or become liable for any loss or damage to or in connection with the transportation of Goods in an amount exceeding US \$500 per package, or in the case of goods not shipped in packages per customary freight unit, or the equivalent of that sum in other currency (or such other limitation imposed by the Merchant before shipment and inserted in the bill of Lading. Such declaration of value shall not, however, be conclusive on the Carrier for purposes of determining the extent of the Carrier's liability. If the Merchant desires to be covered for a valuation in excess of said US\$500 per package or customary freight unit or any other applicable limitation, the Merchant must so stipulate in this Bill of Lading and such additional liability only will be assumed by the Carrier upon payment of the Carrier's ad valorem freight charge. Declared Cargo Value US\$ If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged. Carrier hereby undertakes to carry out, at the request of shipper, cold treatment of goods, which undertaking shall be totally separate from and fall outside the scope of carriers undertaking to carry goods under this bill of lading and for which a fee shall be separately charged. Cold treatment shall be performed by carrier but at risk of the shipper/consignee. Carrier undertaking for cold treatment of goods is strictly limited to exercise due diligence to provide properly approved containers and temperature measuring and recording devices as well as to monitor cold treatment procedure, Carrier is not responsible for a failure of the cold treatment as consequence of an incorrect placement of the cold treatment probes that is a responsibility of the peruvian national agrarian sanitary authority (SENASA). Carrier upon exercise due diligence shall be fully released and discharged from any obligation and responsibility in respect of and for outcome of cold treatment. Shipper / consignee hereby undertakes to hold harmless and indemnify carrier for any and all consequences arising from or out of goods being subject to cold treatment. Additionally, shipper / consignee agrees to instruct new destination of cargo within the next 7 days after rejection/failure of the cold treatment.					
<b>DATED AT</b> _____ <b>SIGNATURE</b> _____					
<b>BY</b> _____ <b>NETWORK SHIPPING LTD., INC.</b> _____					
<b>19 May 2023</b> <b>AGENT FOR THE CARRIER</b>					
				<b>B/L No.</b> NQSH33522DV22112	
<b>MONTH</b>		<b>DAY</b>		<b>YEAR</b>	

**TERMS AND CONDITION**  
(Large Print Available on Request)

**1. DEFINITIONS**

"Carrier" means Network Shipping Inc.  
"Merchant" includes the consignee, the shipper, the receiver, the consignee, the owner of the Goods, the lawful holder or endorsee of this Bill of Lading, or any other person having any present or future interest in the Goods or this Bill of Lading, or anyone authorized to act on behalf of any of the foregoing.  
"Vessel" where the context so admits, includes the Vessel named in Box 6 of this Bill of Lading or any substitute therefor, and any feeder vessel, lighter or barge used by or on behalf of the Carrier in connection with any seagoing leg of the carriage.  
"Sub-contractor" includes owners and operators of vessels (other than the Carrier), stevedores, terminal, warehouse, depot and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in the performance of the carriage and any sub-contractor thereof, the expression Sub-contractor shall include direct and indirect Sub-contractors and their respective servants, agents or Sub-contractors.  
"Goods" means the whole or any part of the cargo received from the Merchant and includes any Container not supplied by or on behalf of the Carrier.  
"Package" means each Container which is stuffed and sealed by or on behalf of the Merchant, and not the items packed in such Container if the number of such items is not indicated on the front of this Bill of Lading or as indicated by the terms such as "Said to Contain" or similar expressions.  
"Shipping Unit" means any physical unit of cargo not shipped in a package, including machinery, vehicles and boats, except goods shipped in bulk.  
"Container" includes any Container, open top, trailer, transportable tank, flat rack, platform, pallet, and any other equipment or device used for or in connection with the transportation of the Goods.

**2. CARRIER'S TARIFF**

The terms of the Carrier's applicable Tariff and other requirements regarding charges are incorporated into this Bill of Lading. Particular attention is drawn to the terms contained therein, including, but not limited to, free storage time, Container and vehicle demurrage, etc. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In case of any inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

**3. SUB-CONTRACTING AND CERTAIN DEFENSES, EXEMPTIONS AND LIMITATIONS**

(1) The Carrier shall have the right at any time and on any terms whatsoever to sub-contract the whole or any part of the carriage with any Sub-contractor and/or to substitute any other vessel or means of transport for the Vessel.  
(2) The Merchant undertakes that no claim or legal action whatsoever shall be brought against any person by whom the carriage is performed or undertaken (including, but not limited to, the Carrier's servants, agents, or Sub-contractors), other than the Carrier, which imposes or attempts to impose upon any such person, or any vessel owned or operated by such person, any liability whatsoever in connection with the Goods or the carriage thereof whether or not arising out of negligence, and, in addition, any extra costs or charges for any extra cargo or for any extra costs or charges. The Merchant undertakes to indemnify the Carrier against all consequences thereof including legal expenses on a full indemnity basis. Without prejudice to the foregoing, every person, vessel, including, but not limited to, the Carrier's servants, agents, or Sub-contractors as defined in Clause 1 above, shall have the benefit of every exemption, defense and limitation herein contained applicable to the Carrier, in contrast or in tort, as if such provision were expressly contracted for its benefit, and, in entering into this contract, the Carrier, in the event of such exemptions, defenses and limitations, does so not only on its behalf, but also as an agent and trustee for such person or vessel.

**4. CARRIER'S RESPONSIBILITY**

(1) **Port to Port Shipment.** If boxes 6, 7 and 8 but not boxes 4,5 and 9 are filled in on the front of this Bill of Lading, this Bill of Lading is a Port-to-Port contract. The Carrier shall be responsible for the Goods as carrier from the time when the Goods are received by the Carrier at the Port of Loading until the time of delivery thereof at the port of discharge to the Merchant or to the Authority as required by local laws or regulations, whichever occurs earlier.  
(2) **Combined Transport.** If Box 4, Box 7 and/or Box 9 are filled in on the front of this Bill of Lading and the place(s) or port(s) indicated therein state place(s) or port(s) other than that indicated in Box 7 and Box 8 and Freight is paid for combined transport, this Bill of Lading is a combined transport contract. The Carrier undertakes to arrange or procure the pre-carriage and/or on-carriage segments of the combined transport. All claims arising from the combined transport shall be made against the carrier of the Goods or the date when the Goods should have been delivered, failing which the Carrier shall be discharged from all liabilities whatsoever in respect of the Goods. If any payment is made by the Carrier to the Merchant in respect of any claim arising from the combined transport, the Carrier shall be automatically subrogated to or given all rights of the Merchant against all others including pre-carrier or on-carrier or Sub-contractor on account of such loss or damage. Nothing herein contained shall be deemed a waiver of any rights that the Carrier may have against a pre-carrier or on-carrier or Sub-contractor for indemnity or otherwise.

**5. NOTICE OF CLAIM AND TIME BAR**

(1) Unless notice of loss or damage is given in writing to the Carrier's agent at the Port of Discharge or Place of Delivery before or on the date of delivery of the Goods, or if loss or damage is discovered within 9 months after the delivery of the Goods but the prima facie evidence of the delivery of the Goods by the Carrier and/or on-carrier in the order and/or condition described in this Bill of Lading.  
(2) The Carrier, its servants, agents and Sub-contractors shall be discharged from all liabilities whatsoever unless suit is brought within one year after the delivery of the Goods or the date when the Goods should have been delivered.

**6. LOSS OR DAMAGE**

(1) The terms of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the carriage of the Goods not only during the carriage, but also during the period prior to and/or subsequent to the carriage. The exemptions from liability, defenses and limitation of liability provided for herein shall apply in any action against the Carrier for loss or damage or delay, however occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract. Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and however arising be liable for direct or indirect or consequential loss or damage caused by delay.  
(2) The Carrier does not undertake that the Goods will be transported from or loaded at the place of receipt or loading or will arrive at the place of discharge, destination or transshipment aboard any particular vessel or other conveyance at any particular date or time or to meet any particular market or in any other particular way. Scheduled or advertised dates and arrival times are only expected times and may be advanced or delayed if the Carrier shall find it necessary, prudent or convenient. The Carrier shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay.  
(3) The stage of the carriage during which loss or damage occurred can be determined, the liability of the Carrier shall be governed by the national law(s) and/or international convention(s) applicable thereto. If the stage of the combined transport during which loss or damage occurred can not be determined, the Merchant and the Carrier agree that it shall be deemed that the loss or damage occurred aboard the Carrier's Vessel. In either case, clauses 5(2) and 7 shall apply.

**7. LIMITATION OF LIABILITY**

(1) Except as provided for in Clause 7(2), this Bill of Lading shall be subject to the provisions of the Maritime Code of the People's Republic of China as provided for in Clause 26(1). Neither the Carrier, its servants, agents, Sub-contractors nor the Vessel shall in any event be liable for any loss or damage to the Goods in any amount exceeding the limits per package or unit prescribed by US COGSA (US Code of Commerce Title 10, Section 261) or the limits per package or unit declared by the Merchant before shipment and inserted in this Bill of Lading (Box 10) and the Merchant has paid additional Freight on such declared value.  
(2) Where carriage includes carriage to or from or through a port or place in the United States of America, this Bill of Lading shall be subject to the provisions of the United States Code of Commerce Title 10, Section 1936 (US Code of Commerce Title 10, Section 1936) or the limits per package or unit set forth in such event, neither the Carrier nor its servants, agents, Sub-contractors and/or the Vessel shall in any event be liable for any loss or damage to the Goods in an amount exceeding the limits per package or unit prescribed by US COGSA, unless the nature and value of the Goods have been declared by the Merchant before shipment and inserted in this Bill of Lading (Box 10) and the Merchant has paid additional Freight on such declared value.

(3) In a legal regime other than the Maritime Code of the People's Republic of China or US COGSA is compulsorily applied to this Bill of Lading, the liability of the Carrier, its servants, agents, Sub-contractors or the Vessel shall be limited to the amount of the net value of the Goods as declared by the Merchant and inserted in the Bill of Lading (Box 10) and the Merchant has paid additional Freight on such declared value.  
(4) For the purpose of this Clause 7, the declared value shall be the basis for calculating the Carrier's liability, if any, provided that such declared value shall not be considered to be the Carrier, and further provided that such declared value does not exceed the true value of the Goods at destination. Any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.

**8. FIRE**

The Carrier shall not be liable for any loss or damage to the Goods occurring at any time, including that before loading or after discharge by reason of any fire whatsoever, unless such fire is caused by the actual fault of the Carrier.

**9. CARRIER'S CONTAINERS**

(1) Goods received in break bulk will be stuffed by the Carrier in Containers and the Carrier shall have the right to carry any Containers, whether or not stuffed by the Carrier, in the same manner as provided for in Clause 3 above.  
(2) The Carrier's Containers and equipment are used by the Merchant for pre-carriage, on-carriage or unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed, clean and free of smell to the point or place designated by the Carrier, its servants or agents, within the time specified in the Tariff and/or required by the Carrier. Should a Container not be returned within the aforesaid time, the Merchant shall be liable for any detention, demurrage, loss or expenses which may arise from such non-return.  
(3) The Merchant shall be liable for any loss of or damage to Carrier's Containers and other equipment while in the custody of the Merchant or anyone acting on the Merchant's behalf. The Merchant shall also be liable during such period for any loss of or damage to the property of others or for any injuries or death and the Merchant shall indemnify and hold the Carrier harmless against all damages, including legal expenses, incurred from any and all such claims arising during such periods.

**10. MERCHANT-STUFFED CONTAINER**

(1) If a Container is used by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the Goods and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has been caused by:  
(a) the manner in which the Container has been filled, packed, loaded or stuffed, or  
(b) the unsuitability of the Goods for carriage in the Container, or  
(c) the unsuitability or defective condition of the Container, provided that, if the Container had been supplied by or on behalf of the Carrier, this unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Container was filled, packed, loaded or stuffed.  
(2) If a Merchant-stuffed Container is delivered by the Carrier with its seal intact, such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any loss or shortage of the Goods ascertained at delivery.  
(3) The Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima facie evidence of its being suitable and without defect.

**11. MERCHANT'S DESCRIPTION**

(1) The Merchant's description of the Goods stuffed in a sealed Container by the Merchant, or on his behalf, shall not be binding on the Carrier, and the description declared by the Merchant on the front of this Bill of Lading is information provided by the Merchant solely for its own use including but not limited to the use of its freight forwarder. It is understood by the Merchant that the Carrier has not verified the contents, weight or measurement of a sealed container, and the Carrier makes no representation as to the contents of a sealed Container, van, crate or box hereunder, nor its weight or measurement, nor the value, quality, description, condition, marks or number of the contents therein. The Carrier shall be under no responsibility whatsoever in respect of such description or representation.  
(2) Any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the front of this Bill of Lading, such particulars are included solely at the request of the Merchant for its convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and shall in no way affect the Carrier's liability under this Bill of Lading. The Merchant acknowledges that, except as provided for in Clause 7 hereof, the value of the Goods is unknown to the Carrier.  
(3) The Merchant shall comply with all regulations or requirements of customs, port and other Authorities, and shall bear and pay all duties, taxes, fees, imposts, expenses or losses (including the full return Freight for the Goods if returned, or if non-carried, the full Freight from the Port of Discharge or the Place of Delivery nominated herein to the amended Port of Discharge or the amended Place of Delivery) incurred and/or sustained by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering, or addressing of the Goods, and shall indemnify the Carrier in respect thereof.  
**13. FREIGHT AND CHARGES**  
(1) All Freight shall be deemed fully, finally and unconditionally earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event whatsoever.  
(2) All Freight and charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods.  
(3) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies concerning the Freight in the applicable Tariff or as agreed otherwise.  
(4) If the Merchant's description of the Goods in this Bill of Lading or in any document or certificate furnished to the Carrier by or on behalf of the Merchant shall prove to have been inaccurate, incorrect or misleading in any respect, the Merchant shall pay for the actual damage suffered by the Carrier.  
(5) Payment of Freight and charges shall be made to the Carrier, its servants, agents, or Sub-contractors or its authorized agent, shall not be considered payment to the Carrier and shall be made at the Merchant's sole risk.  
(6) The parties defined as Merchants in clause 1 hereof shall, where applicable, be jointly and severally liable to the Carrier for payment of all Freight,

demurrage, General Average and charges, including, but not limited to, court costs, expenses and reasonable attorney's fees incurred in collecting sums due from the Carrier, failing which shall be considered a default by the Merchant in the payment of Freight and charges.

**14. INSPECTION OF THE GOODS**

The Carrier and/or any person to whom the Carrier has sub-contracted the carriage or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods. If by order of the Authorities at any place, a container must be opened for inspection, the Carrier shall not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or re-packing. The Carrier is not entitled to recover the cost of such opening, unpacking, inspection, and re-packing from the Merchant.

**15. CARRIAGE AFFECTED BY CONDITION OF THE GOODS**

If it appears at anytime that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense (or taking any measure) in relation to the Goods or the Container, the Carrier may without notice to the Merchant (but as its agent only) take any measure(s) and/or incur any additional expense to carry, to continue the carriage thereof, and/or dispose of the Goods, and/or abandon the carriage and/or store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which abandonment, storage or disposal thereof shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

**16. LIENS**

The Carrier shall have a lien on the Goods and any documents relating thereto for Freight, dead Freight, demurrage, detention, and for any expenses incurred by the Carrier for reconditioning, repacking, re-marking, lumpsum or required disposal of faulty Goods, for General Average contributions to whatsoever due, for fines, dues, tolls, land Freight, or commissions paid or advanced by the Carrier on behalf of the Goods, for any sums including salvage payable to the Carrier under this Bill of Lading and for legal expenses incurred because of any attachment or other legal proceedings brought against the Goods by governmental Authorities or any person claiming an interest in the Goods. The Carrier's lien shall survive discharge or delivery of the Goods and the Carrier shall have the right to enforce such lien by public auction or private sale in its discretion. Should the proceeds of sale fail to cover the amount due, including expenses incurred, the Carrier shall be entitled to recover the balance from the Merchant. Should such proceeds exceed the amount due, the balance shall be returned to the Merchant.

**17. DECK CARGO, ANIMALS AND PLANTS**

Goods (other than Goods stuffed in Containers) that are stowed on the front of this Bill of Lading as contracted to be stowed "on deck" and are so carried, and all live animals, including fish and birds, or plants shipped hereunder, shall be carried solely at the risk of the Merchant, and the Carrier shall not be liable for any loss or damage of whatsoever nature arising during carriage by sea whether or not arising out of negligence on the part of the Carrier. The Carrier shall be bound to prove that he has fulfilled the special requirements of the Merchant with regard to the carriage of the live animals and that under the circumstances of the sea, the loss or damage has occurred due to the special risks inherent therein. The Merchant shall indemnify the Carrier for any loss or damage of whatsoever nature arising during carriage by sea whether or not arising out of negligence on the part of the Carrier.

**18. METHODS AND ROUTES OF CARRIAGE**

(1) The Carrier may at any time during the carriage:  
(1) use any means of transport or storage whatsoever;  
(2) transfer the Goods from one conveyance to another including transshipment or carrying the same on another Vessel other than the Vessel named on the front of this Bill of Lading or by any other means of transport whatsoever.  
Anything done in accordance with this Clause or any delay arising therefrom shall be deemed to be within the scope of the carriage and shall not be a breach of contract.

**19. MATTERS AFFECTING PERFORMANCE**

If at any time the carriage is or is likely in the judgment of the Master to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind, other than that which is inherent in the nature of the Goods to be carried or carried further, and however arising (even though the circumstances giving rise to such matters as stated above existed at the time this contract was entered into or the Goods were received for shipment), the Carrier (whether or not the carriage is commenced) may, at his sole discretion and without prior notice to the Merchant:  
(1) suspend the carriage of the Goods and place the Goods at the Merchant's disposal, by an alternative route from that indicated in this Bill of Lading or from that which is customary for Goods consigned to that Port of Discharge or Place of Delivery, if the Carrier elects to invoke the terms of this sub-Clause, then, notwithstanding the provisions of Clause 18 hereof, the Carrier shall be entitled to charge such additional Freight as the Carrier may determine;  
(2) suspend the carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representation as to the maximum period of suspension. If the Carrier elects to invoke the terms of this sub-Clause, then the Carrier shall be entitled to the payment of such additional Freight as the Carrier may determine, or  
(3) abandon the carriage of the Goods and place the Goods at the Merchant's disposal at any port or place where the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall entirely cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for shipment, and the Merchant shall pay any additional costs of the carriage to, and delivery and storage at such port or place, if any. Where the Carrier elects to use an alternative route under Clause 19(1) or to suspend the carriage under Clause 19(2), same shall not prejudice its right subsequently to abandon the Goods.

**20. DANGEROUS GOODS**

In the event of shipment of Dangerous Goods, the Merchant shall, in compliance with the regulations governing the carriage of such Goods, have the same properly packed, distinctly marked and labeled and notify the Carrier in writing of their proper description, nature and the precautions to be taken. In case the Merchant fails to or inaccurately notifies the Carrier, the Carrier may have such Goods landed, destroyed or rendered innocuous when and where circumstances so require, without compensation. The Merchant shall be liable to the Carrier for any loss, damage or expense resulting from such action.

Notwithstanding the Carrier's knowledge of the nature of the Dangerous Goods and its consent to carry, the Carrier may still have such Goods landed, destroyed or rendered innocuous, without compensation, when they become an actual danger to the Vessel, the crew and other persons on board or to other goods. However, what mentioned in this Clause shall not prejudice the contribution in General Average, if any.

**21. SPECIAL, REFRIGERATED OR HEATED CONTAINERS**

(1) Unless the Merchant and the Carrier agree in writing before shipment that specially ventilated, refrigerated or heated Containers will be used to ship the Goods, the Merchant and the Carrier agree that the Goods to be shipped shall conform to the temperature range specified in the Tariff for the Goods and the particular temperature range to be maintained and/or special attention required and the Merchant pays the extra Freight charged under the Carrier's Tariff or as agreed. The Goods shall be carried in ordinary unventilated Containers.  
(2) In case of a refrigerated Container stuffed by or on behalf of the Merchant, the Merchant undertakes that its thermocouple, ventilating or any other controls necessary for the safe use of the Container shall be maintained in the refrigerated Container and the refrigerated Container has been brought to the required temperature level before stuffing and that the Goods have been properly stored in the Container before the receipt thereof by the Carrier. If these requirements are not fully met, the Carrier shall not be liable for any loss of or damage to the Goods whatsoever arising.  
(3) The Merchant shall be responsible for the operation and maintenance of the Carrier's Container while it is in the Merchant's custody or the custody of any agent acting on the Merchant's behalf.  
(4) If a suggested temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods at the Carrier at the noted temperature (the Carrier's Tariff and the Merchant's Tariff shall apply) and the temperature shall be maintained at or above the suggested temperature.  
(5) The Carrier does not warrant that the Container is properly ventilated, refrigerated or heated throughout the carriage, nor shall the Carrier be liable for any loss of or damage to the Goods arising from any latent defects, any total or partial failure or breakdown, or stoppage of the refrigerating machinery, spill, insulation and/or any apparatus of the Carrier, Vessel, conveyance and any other facilities, provided that the Carrier shall before at the beginning of the carriage exercise due diligence to maintain the refrigerated Container in an efficient state.  
(6) In case of the Merchant's own Container, a set of emergency kit and an operation manual shall be supplied by the Merchant.

**22. NOTIFICATION AND DELIVERY**

(1) Any merchant, agent or Sub-contractor to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation hereunder.  
(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as required by the Carrier.  
(3) If the Merchant fails to take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as required by the Carrier, detention, demurrage, loss or expense shall be incurred by the Merchant, and the Merchant shall be liable for any loss or damage to the Goods arising from such detention, demurrage, loss or expense which may arise from such non-return, without prejudice to any rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, unsuit, spill, destroy or discharge of the Goods, or the Merchant's liability for loss or damage to the Goods, and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant. The aforesaid liability shall constitute due delivery hereunder and thereupon all liability whatsoever of the carrier in respect of the Goods thereof shall cease.  
(4) Where the Carrier is obliged to hand over the Goods so carried into the custody of the port, customs or any other Authorities at the Port of Discharge or Place of Delivery and the Goods are delivered by the same to the Merchant without necessity of production of this Bill of Lading by the Merchant as required by the local law, regulation and/or practice, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading and thereupon the liability of the Carrier in respect of the Goods shall entirely cease.  
(5) If the Merchant fails to take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as required by the Carrier, the Merchant shall be liable for any loss, damage, expenses and liabilities incurred and sustained by the Carrier arising from such detention, demurrage, loss or expense which may arise from such non-return, without prejudice to any rights which he may have against the Merchant, without notice and without any liability whatsoever attaching to him, unsuit, spill, destroy or discharge of the Goods, or the Merchant's liability for loss or damage to the Goods arising from such detention, demurrage, loss or expense which may arise from such non-return, without prejudice to any rights which he may have against the Merchant, without notice and without any liability whatsoever attaching to him, unsuit, spill, destroy or discharge of the Goods, or the Merchant's liability for loss or damage to the Goods arising from such detention, demurrage, 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