

GREAT WHITE FLEET CORP.

INTERNATIONAL BILL OF LADING

SHIPPER (COMPLETE NAME AND ADDRESS) WESTFALIA FRUIT PERU S.A.C. RUC: 20600876491 AV. ALFREDO BENAVIDES NRO. 768 INT.P6. MIRAFLORES - LIMA 15074 TEL.:+511243 7840/ FAX:+51 1243 7840 (*)		BOOKING NO. PEU001242		BILL OF LADING NO. GWFCPEU001242		
CONSIGNEE (COMPLETE NAME AND ADDRESS) WESTFALIA FRUIT FRANCE EORI: FR33469181300052 ZONE EURODELTA 5 BOULEVARD DU DELTA BP 70103 94658 RUNGIS CEDEX FRANCE(**)		FORWARDER / SHIPPER REFERENCE NO. CV# CLNL2613409				
		FORWARDER				
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) LCL (THE NETHERLANDS) BV HANDELSWEG 40 2988DB RIDDERKERK PHONE : +31-180-460770 MAIL: OPS.NL@LCLLOG.COM		POINT AND COUNTRY OF ORIGIN PECLL				
		EXPORT INSTRUCTIONS				
INITIAL CARRIAGE BY (MODE)		PLACE OF RECEIPT*		SERVICE CONTRACT NUMBER		
		CALLAO (PORT)		SRR0005733		
VESSEL / VOYAGE		PORT OF LOADING		LOADING PIER / TERMINAL		
POLAR CHILE/632/N		CALLAO (PORT)				
PORT OF DISCHARGE		PLACE OF DELIVERY*		TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK)		
VLISSINGEN (PORT)		VLISSINGEN (PORT), NL		CY / CY		
CARRIER'S RECEIPT PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE						
MARKS / CONTAINER NOS		NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS		MEASURE	
MCDU1106341 SEAL: 011LA295853 SEAL: GWF4641642H SEAL: CBP5309642R SEAL: CSP7891642F SEAL: PQV0794277		1	40' HIGH CUBE REEFER CONTAINER SAID TO CONTAIN 2976 BOXES WITH FRESH AVOCADOS VARIETY HASS (2976 CAJAS CON PALTA FRESCAS VARIEDAD HASS) P.A.: 0804.40.00 HS CODE: 080440 TERMOGRAPHS: 8428298 8428283 FREIGHT PREPAID (*) CONTACT: GLORIA FIGUEROA FIGUEROA CORREO: GLORIA.FIGUEROA@WESTFALIAFRUIT.COM (**) TELL: 0033146867177 FAX: 0033146868043 CTC: SEB SELLEM MAIL: SEBASTIEN.SELLEM@WESTFALIAFRUIT.COM		25220.000 KGS 55600.012 LBS	0.000 CBM
DECLARED VALUE \$			TEMPERATURE SET POINT			
(SEE CLAUSE 19 ON THE REVERSE SIDE OF THIS BILL OF LADING).						
FREIGHT			RECEIVED from the Merchant, in apparent good order and condition (unless otherwise noted), the number of packages or customary freight units set forth under the Carrier's Receipt above, to be transported hereunder to the Place of Delivery named herein (or, if not so named, to the Port of Discharge named herein) to the Consignee, holder of this Bill of Lading, or on-carrier. Such transport is subject to the terms and conditions on both sides of this Bill of Lading and to the terms and conditions of all the other documents issued by the Carrier in connection with such transport (including, if applicable, the Carrier's tariff), and the Merchant in accepting this Bill of Lading agrees to be bound by all such terms and conditions. The Shipper's Memorandum is not a term of this Bill of Lading but contains particulars furnished by the shipper solely for its use (including the description, weight and measurement of the goods said by the Shipper to be contained in the shipment), and the Carrier has no knowledge of and makes no representation as to the accuracy of any particulars in The Shipper's Memorandum. To the extent that the definition of "package" on the front of this Bill of Lading contradicts or conflicts with the definition of "package" on the back of the Bill of Lading (i.e., terms and conditions), the latter shall supersede and prevail over the former.			
COLLECT FEE COC 120.00 C OCEAN FREIGHT OFR 4948.00 P TERMINAL HANDLIN THD 235.00 C TERMINAL HANDLIN THL 174.00 P ISPS - DESTINATI ISD 18.00 P DELIVERY ORDER E DOE 61.00 C EMISSION TRADING ETS 260.00 P TOTAL PREPAID USD 5400.00 TOTAL COLLECT USD 416.00			IN WITNESS WHEREOF, the Carrier has signed <u>0/ZERO</u> originals Bills of Lading, all of the tenor and date, and if one is accomplished the others shall be void. DATED _____ SIGNATURE : _____ On Behalf of Carrier Great White Fleet Corp. Directly, or Through the Following Agent. NAME OF AGENT (IF ANY): _____			

*Applicable only where the place of receipt or delivery differs from the port of loading or discharge, respectively. GWF's Bill of Lading Terms and Conditions may be accessed at www.GreatWhiteFleet.com

22/08/2026

ANTWERP, BE

SHIPPER (COMPLETE NAME AND ADDRESS) WESTFALIA FRUIT PERU S.A.C. RUC: 20600876491 AV. ALFREDO BENAVIDES NRO. 768 INT.P6. MIRAFLORES - LIMA 15074 TEL.:+511243 7840/ FAX:+51 1243 7840 (*)		BOOKING NO. PEU001242	BILL OF LADING NO. GWFCPEU001242	
CONSIGNEE (COMPLETE NAME AND ADDRESS) WESTFALIA FRUIT FRANCE EORI: FR33469181300052 ZONE EURODELTA 5 BOULEVARD DU DELTA BP 70103 94658 RUNGIS CEDEX FRANCE(**)		FORWARDER / SHIPPER REFERENCE NO. CV# CLNL2613409		
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		EXPORT INSTRUCTIONS		
INITIAL CARRIAGE BY (MODE)	PLACE OF RECEIPT* CALLAO (PORT)	SERVICE CONTRACT NUMBER SRR0005733		
VESSEL / VOYAGE POLAR CHILE/632/N	PORT OF LOADING CALLAO (PORT)	LOADING PIER/TERMINAL		
PORT OF DISCHARGE VLISSINGEN (PORT)	PLACE OF DELIVERY* VLISSINGEN (PORT), NL	TYPE OF MOVE (IF MIXED,USE DESCRIPTION OF GOODS BLOCK) CY / CY		
CARRIER'S RECEIPT PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE				
MARKS / CONTAINER NOS	NO.OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASURE
TOTAL NUMBER OF BOX : 2976 TOTAL CARGO WEIGHT : 25220.000 KGS / 55600.012 LBS CONTAINER NO / EQPTYPE/ SET / VENT. / HUMIDITY / DRAINS / O2 / CO2 MCDU1106341 / 40HR / 6.0 C / / / CLOSED / 4 / 6 CARRIAGE TERM: LINER TRANSPORT TERM: CY / CY				
SHIPPER LOAD, STOW AND COUNT "CARRIER SHALL NOT BE LIABLE FOR ANY LOSS. DAMAGE OR DELAY HOWSOEVER ARISING OR RESULTING FROM ANY ACTS,INCLUDING BUT NOT LIMITED TO HIJACKINGS, OF THIEVES, PIRATES, OR ASSAULTING THIEVES OCCURING AT ANY "STAGE OF TRANSPORTATION. MERCHANTS ATTENTION IS ALSO DRAWN TO THE TERMS AND CONDITIONS OF THIS BILL OF LADING IN RESPECT TO LIMITATIONS OF LIABILITY. ADDITIONALLY, THE PARTIES AGREE THAT IN NO EVENT WILL THE VESSELS BE JOINTLY LIABLE." SHIPPED ON BOARD FREIGHT PREPAID				
DECLARED VALUE \$		TEMPERATURE SET POINT		
FREIGHT		RECEIVED from the Merchant, in apparent good order and condition (unless otherwise noted), the number of packages or customary freight units set forth under the Carrier's Receipt above,to be transported hereunder to the Place of Delivery named herein (or, if not so named, to the Port of Discharge named herein) to the Consignee,holder of this Bill of Lading,or on-carrier. Such transport is subject to the terms and conditions on both sides of this Bill of Lading and to the terms and conditions of all the other documents issued by the Carrier in connection with such transport(including, if applicable, the Carrier's tariff), and the Merchant in accepting this Bill of Lading agrees to be bound by all such terms and conditions. The Shipper's Memorandum is not a term of this Bill of Lading but contains particulars furnished by the shipper solely for its use (including the description, weight and measurement of the goods said by the Shipper to be contained in the shipment), and the Carrier has no knowledge of and makes no representation as to the accuracy of any particulars in The Shipper's Memorandum To the extent that the definition of "package" on the front of this Bill of Lading contradicts or conflicts with the definition of "package" on the back of the Bill of Lading (i.e., terms and conditions), the latter shall supersede and prevail over the former.		
		IN WITNESS WHEREOF, the Carrier has signed 0/ZERO originals Bills of Lading, all of the tenor and date, and if one is accomplished the others shall be void. DATED SIGNATURE : On Behalf of Carrier Great White Fleet Corp. Directly,or Through the Following Agent. NAME OF AGENT (IF ANY):		
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VESSEL / VOYAGE	PORT OF LOADING	LOADING PIER / TERMINAL		
POLAR CHILE/632/N	CALLAO (PORT)			
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CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
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DECLARED VALUE \$		TEMPERATURE SET POINT		
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COLLECT FEE COC 120.00 C		The Shipper's Memorandum is not a term of this Bill of Lading but contains particulars furnished by the shipper solely for its use (including the description, weight and measurement of the goods said by the Shipper to be contained in the shipment), and the Carrier has no knowledge of and makes no representation as to the accuracy of any particulars in The Shipper's Memorandum.		
OCEAN FREIGHT OFR 4948.00 P		To the extent that the definition of "package" on the front of this Bill of Lading contradicts or conflicts with the definition of "package" on the back of the Bill of Lading (i.e., terms and conditions), the latter shall supersede and prevail over the former.		
TERMINAL HANDLIN THD 235.00 C		IN WITNESS WHEREOF, the Carrier has signed <u>0/ZERO</u> originals Bills of Lading, all of the tenor and date, and if one is accomplished the others shall be void.		
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ISPS - DESTINATI ISD 18.00 P		On Behalf of Carrier Great White Fleet Corp. Directly, or Through the Following Agent.		
DELIVERY ORDER E DOE 61.00 C		NAME OF AGENT (IF ANY): _____		
EMISSION TRADING ETS 260.00 P				
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VESSEL / VOYAGE POLAR CHILE/632/N		PORT OF LOADING CALLAO (PORT)		LOADING PIER/TERMINAL	
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DECLARED VALUE \$		(SEE CLAUSE 19 ON THE REVERSE SIDE OF THIS BILL OF LADING).		TEMPERATURE SET POINT	
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IN ACCEPTING THIS BILL OF LADING, The Merchant and the owners of the goods (herein collectively the "Merchant") agree, as if signed by them, to be bound by all stipulations, exceptions, and conditions stated herein whether written, printed, stamped or incorporated on the face and back hereof, which shall govern the relations that may be between the Merchant and Carrier, its agents, contractors, employees, master and Vessel.

2. DEFINITIONS. (a) CARRIER means Great White Fleet Corp., the Vessel, and the Vessel's owner, operator and master; (b) MERCHANT means the Shipper, Consignee, Receiver, any holder of this Bill of Lading, the owner of the Shipment, and anyone entitled to possession of the Shipment; (c) NOTIFY PARTY means the person to whom the Carrier may give notice of the Shipment's arrival, but the Carrier shall not be liable for failure to give such party notice; (d) VESSEL means the vessel named on the other side of this Bill of Lading and/or any substitute watercraft on which the Shipment is carried during Ocean Carriage; (e) SHIPMENT means the entirety of the packages, cargo and goods described on the other side of this

4. **CLAUSE PARAMOUNT.** (a) Upon Ocean Carriage, this Bill of Lading and the Carrier's liability and obligations while acting in any capacity whatsoever, including but not limited to a carrier, bailee, agent or supplier of a Container, shall be governed by the United States Carriage of Goods by Sea Act, 1936 (COGSA). (ii) If it is adjudged that any other legislation similar to the International Brussels Convention of 1924 as amended (the Hague Rules) compulsorily applies to the Shipment during Ocean Carriage, this Bill of Lading shall have effect subject to the provisions of such legislation, which shall be deemed to be incorporated hereto to the extent compulsorily required; (b) Where the Carrier has possession and custody of the cargo during any time other than the Ocean Carriage, Carrier's liability shall be governed by COGSA, as amended by this Bill of Lading except with respect to road and rail transit between countries in Europe, where the Carrier's liability will be determined according to the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956, and during rail carriage between countries in Europe according to the International Agreement on Railway Transports (CIM) dated February 25, 1961.

7. STOWAGE IN CONTAINER BY MERCHANT. The Merchant delivers the Shipment to the Carrier in a Container, the Carrier has no duty to inspect or secure the Shipment within the Container, and the Carrier shall not be liable for loss of or damage to the Shipment because of shifting, overloading or failure to properly package, stow or secure the Shipment in the Container. The Merchant or the Merchant's agents shall properly seal Containers loaded by them. The Merchant, or its agents, shall carefully inspect and seal Containers before packing them to insure they are suitable for its goods. Acceptance and packing of the Containers shall be prima facie evidence that the Containers were sound, clean and suitable for use and shall relieve Carrier of responsibility for any damage to goods carried resulting from the condition of the Container used. By delivering the Container to the Carrier, the Merchant warrants that the Shipment is in good order and condition, fit for transport, of even weight distribution, and otherwise properly packaged, stowed and secured in the Container, and that the Container is sound and seaworthy. Notwithstanding the foregoing, the Carrier at any time may, but is under no obligation, to inspect the Shipment and if the Carrier's sole opinion, the Shipment is improperly packaged, stowed or secured in any respect, the Carrier may reject or discharge the Shipment or any part thereof at the point of inspection and carry the remainder to destination; require the Merchant to resecure and/or re-stow the Shipment; and/or undertake to correct any obvious deficiency in the securing or stowing. In undertaking and/or supervising any of the foregoing acts, the Carrier shall be acting as agent for the Merchant, all risk, loss, cost, expense and/or liability in connection with such acts shall be borne by the Merchant.

8. PERISHABLE SHIPMENTS. Containers with refrigerated or semi-refrigerated equipment are provided under contract to the Merchant by the Carrier. (a) If a perishable Shipment requires special temperature or climatic conditions is delivered to the Carrier not enclosed or stored in a refrigerated Container, the sole responsibility of the Carrier shall be to stow the Shipment in a refrigerated compartment or into a refrigerated Container and to set and monitor the thermoclastic controls in accordance with the Merchant's instructions set forth on the other side of this Bill of Lading. (b) If a perishable Shipment in a Merchant or Carrier supplied refrigerated Container is delivered to the Carrier by the Merchant at the commencement of transport hereunder, whether at an Interior Port or the port of loading, the Merchant warrants that the Shipment has the temperature listed on the other side of this Bill of Lading and that the Shipment has been properly stowed and the thermoclastic controls and vents properly set. THE MERCHANT WAS SOLE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE TEMPERATURE CONTROL EQUIPMENT AND VENTS BEFORE THE CONTAINER IS DELIVERED TO THE CARRIER AND AFTER IT IS DELIVERED BY THE CARRIER AFTER COMPLETION OF TRANSPORT. The Carrier shall have no liability for spoilage or other damage to the Shipment if the temperature is maintained to within plus or minus 5 degrees Fahrenheit of the Merchant's instructions stated on the other side of this Bill of Lading, and in no event shall the Carrier be required to maintain a temperature of less than minus 20 degrees Fahrenheit. (c) When the Merchant supplies the Container into which a Shipment is packed, (i) the Merchant warrants that the Container is in good working order, (ii) the Carrier shall have no liability or obligation except to monitor the Container's thermoclastic controls in accordance with the Merchant's instructions set forth on the other side of this Bill of Lading and to advise the Merchant of any malfunction or irregularity, (iii) the Carrier shall be under no obligation to inspect or repair the Container but shall have the liberty to undertake and repair at all the risk and expense of the Merchant, and (iv) under no circumstance shall the Carrier be responsible for the loss of or damage to the Shipment arising out of a defect, malfunction and/or irregularity of the Container unless same arises out of causes for which the Carrier would otherwise be liable under this Bill of Lading. (d) When the Carrier supplies the Container into which a Shipment is then packed, (i) the Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature, (ii) the Carrier shall not be liable for loss of or damage to the Shipment arising from latent defects, breakdown, defrosting, stoppage of the refrigeration or other machinery, insulation and/or other apparatus of the Container and any other facilities provided the Carrier exercised due diligence before releasing the empty Container to the Merchant. The Carrier shall have no liability or obligation for USDA cold treatment or other governmental program or protocol unless noted on the front hereof and additional instructions on the back hereof.

9. CONTAINERS SUPPLIED BY MERCHANT. If the Carrier is provided containers or other equipment in good or frozen goods which have been loaded into the Container and if the Carrier is required to transport such goods, the Carrier shall be obligated to return the same and other equipment to the place nominated by the carrier prior to the end of the free time. Demurrage per dem and detention charges will be levied and become immediately due and payable by the Merchant thereafter in accordance with the Tariff. (b) The Merchant shall redeliver the Container and other equipment to the Carrier in like good order and condition, empty, clean and odor free. Merchant shall be liable to indemnify Carrier for any and all costs and expenses incurred reinstating or replacing Containers and/or other equipment not returned in the condition described above.

11. STORAGE ON DECK. A shipment stowed in a Container by either the Merchant or the Carrier may be carried on deck but shall be deemed stowed under deck for all purposes, including general average. When a Shipment stowed in a Container is carried on deck, the Carrier shall not be required to give notice to the Merchant or specially note, mark or stamp a statement of on deck storage on the other side of this Bill of Lading, any custom to the contrary notwithstanding. The Carrier is entitled to the benefits of COGSA, the Hague Rules, or legislation similar thereto as provided for in clause 4 of this Bill of Lading for any shipment stowed in a Container on deck. A Shipment carried on deck but not stowed in a Container and noted to be carried on deck shall be carried at the sole risk of the Merchant without any warranty or liability on the part of the Carrier in connection with the carriage of such Shipment.

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15. Release, construction, exonerations and limitation of liability. Carrier exercises this option. Carrier is entitled to full freight and charges on any such Shipment, and the Merchant shall pay any such freight and charges to Carrier. Merchant hereby releases, defends, indemnifies and holds harmless Carrier, its agents, vendors, and independent contractors, and all of the Carrier's duties, from and against all claims, demands, damages, losses, expenses, and attorneys' fees, including but not limited to reasonable attorneys' fees, for saving time and/or inland Carriers, shall be agreed to all exemptions, limitations, conditions, defenses, limitations of liability and liberties to which the Carrier is entitled under this Bill of Lading and/or under law, as it pertains solely to Merchant's claim(s) directly against any such agents, vendors, and/or independent contractors. For the avoidance of doubt, any and all such exemptions, limitations, conditions, defenses, limitations of liability(s) and/or liberties to which the Carrier is entitled under this Bill of Lading and/or under law, are not extend to the Carrier's agents, vendors, independent contractors as to claims against the Carrier or the Carrier's affiliate(s) claims against Carrier's agents, vendors, and independent contractors. Under no circumstances shall the Merchant have the right of first refusal or any other right arising under any law or contract with its agents, vendors, and independent contractors. Further independent contractors, and the Carrier and its agents, vendors, and independent contractors shall not be liable to the Merchant for any breach of the Carrier's contract with others. Merchant agrees that the aggregate of all claims made by Merchant pursuant to this Bill of Lading against the Carrier and its agents, vendors, and independent contractors shall be deemed to be the sole and exclusive remedy of the Merchant against the Carrier and its agents, vendors, and independent contractors.

18. GENERAL AVERAGE; NEW JASON CLAUSE; SALVAGE. (a) General average shall be adjusted in New York in accordance with the York-Antwerp Rules 1994 and the laws, customs and practices in force in New York. An average agreement and a bond shall be required from the Merchant prior to delivery of the Shipment but, notwithstanding the foregoing, the Carrier's right to contribution and the Merchant's obligation to make payment shall survive delivery. (b) In the event of accident, danger, damage and/or disaster before or after the commencement of the transport under this Bill of Lading, resulting from any cause whatsoever, whether due to negligence or not, for which and/or for the consequences of which the Carrier is not responsible by statute, contract or otherwise, the Shipment and Merchant shall contribute with the Carrier in general average to the payment of any sacrifice, loss and/or expense of a general average nature that may be made or incurred and shall pay all salvage and special charges incurred in respect of the Shipment; (c) If a salving ship is owned and/or operated by the Carrier, salvage shall be paid as fully as if the said salvaging ship or ships belonged to strangers.

20. NOTICE OF LOSS OR DAMAGE; TIME FOR SUIT. (a) Notice of loss or damage and the general nature of such loss and/or damage shall be given to the Carrier prior to removal or upon delivery of the Shipment, and the failure to note any damage upon or prior to delivery shall be prima facie evidence that the Shipment was delivered in the same condition as noted in this Bill of Lading. In any event, notice of loss for concealed damage must be given no later than three business days after delivery by the Carrier, and giving of such notice is a condition precedent to maintaining any claim and/or cause of action against the Carrier, (b) The Carrier shall be discharged from all liability in any capacity under this Bill of Lading and/or otherwise, whether in contract or in tort, for loss of and/or damage to the Shipment and/or any other property of the Merchant, unless suit is brought within the shorter of: one year of the date in which the Shipment was delivered or should have been delivered, or such time as may apply by reason of other contracts, rules, tariffs, and/or laws in the case of an Intermodal Transport. Suit shall not be deemed brought unless jurisdiction has been obtained over the Carrier and valid service of process has been effected.

22. RAL DEMURRAGE. Notwithstanding anything herein to the contrary (1) without prejudice to any other limitation of liability herein, neither the Carrier nor its affiliates, nor any of their respective officers, directors, employees, contractors, representatives, shareholders, successors, and assigns shall have any responsibility whatsoever for, among other things, any and all claims, liabilities, losses, demands, litigation, damages, costs, fees, and/or expenses arising out of or related in any way to ral demurrage; (2) without prejudice to any other indemnification obligation herein, the Merchant shall fully indemnify, defend, release and hold harmless the Carrier and its affiliates, and each of their respective officers, directors, employees, contractors, representatives, shareholders, successors, and assigns, from and against any and all claims, liabilities, losses, demands, litigation, damages, costs, fees, and/or expenses arising out of or related in any way to ral demurrage; and (3) the Merchant accepts and acknowledges that the Merchant has full responsibility for ral demurrage.

Merchant wishes to pursue its Dispute further, an unresolved Dispute shall be exclusively filed, administered by, and resolved by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on an award rendered by the arbitrators may be entered only in a court located in Broward County, Florida. The Merchant agrees that it shall not institute suit in any other forum or court, and agree to be responsible for the reasonable legal expenses and costs of Carrier in removing and/or dismissing a suit filed in any other forum. All Disputes shall be heard by a panel of three arbitrators, to be selected by the process set forth in the AAA's Commercial Arbitration Rules. All arbitrators shall be active members of the Florida Bar. The location of the mediation and the entire arbitration process (including depositions) shall be in Miami, Florida, USA. Except as otherwise expressly set forth herein, the mediation and the entire arbitration process shall be governed exclusively by the applicable law set forth herein. The arbitrators shall enforce the "Aces" doctrine with regard to high-ranking

24. APPLICABLE LAW: All rights of parties and obligations to the parties shall be determined by the laws and rules of the State of New York. The parties agree that the law of the State of New York shall govern the interpretation and enforcement of this Agreement. The parties agree to submit to the jurisdiction of the courts of the State of New York and to accept the binding and final decision of the arbitrators may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of the aforementioned required evidence and legal argument. The parties agree to submit to the jurisdiction of the courts of the State of New York and to accept the binding and final decision of the arbitrators may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of the aforementioned required evidence and legal argument.

25. GENERAL TERMS AND CONDITIONS: (i) This Bill of Lading, and if applicable, the terms of any service contract and/or Carrier's tariff, including all the provisions required to be incorporated therein, constitutes the contract and the entire agreement between the parties and shall be binding upon the parties' respective successors and assigns, and any prior agreements or understandings between the parties are hereby terminated. (ii) The Bill of Lading shall be subject to the terms, conditions, and exclusions of the Carrier's tariffs, rules, and regulations, and any representations or warranties made by Carrier that are not set forth in writing within their agreement. (iii) To the extent that any provision in this Bill of Lading is inconsistent or conflicts with any other provision agreed upon by the parties, the provisions of this Bill of Lading shall govern and prevail; (iv) This Bill of Lading cannot be modified or amended in any way (specifically including, without limitation, the time for suit) unless such modification or amendment is approved in writing by an authorized representative of the Carrier. (v) Any failure, delay, omissions, or

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