PACIFIC INTERNATIONAL LINES (PRIVATE) LIMITED

(Incorporated in Singapore) **CO. REG. NO 196700080N**

PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING

Shipper: OCEANO SEAFOOD S.A. AV. MANUEL OLGUIN NRO. 211 INT.4 (TORRE OMEGA-PISO 4) LIMA -LIMA- SANTIAGO DE SURCO, PERU*	Bill of Lading No. LIM500331200 Booking No. LIM500331200 Export Reference:

Consignee: IMPORTACIONES ESPECIALIZADAS ANGELION S.A. DE C.V. CALLE ADOLFO LOPEZ MATEOS NO. 18 INT. B COL. INDECO MANZANILLO, COLIMA, ESTADOS UNIDOS MEXICANOS**	Pre-Carriage by:	Place of Receipt: CALLAO, PERU
	Vessel/Voyage Number: CSCL SPRING 063W	Port of Loading: CALLAO, PERU
Notify Party: IMPORTACIONES ESPECIALIZADAS ANGELION S.A. DE C.V. CALLE ADOLFO LOPEZ MATEOS NO. 18 INT. B COL. INDECO MANZANILLO, COLIMA, ESTADOS UNIDOS MEXICANOS**	Port of Discharge: MANZANILLO, MEXICO	Place of Delivery: MANZANILLO, MEXICO
	Number of original B/Ls Zero (0)	Merchant Declared Value (see clause 7(6) & 31(3)) :

PARTICULARS AS DECLARED BY SHIPPER, WITHOUT RESPONSIBLITY OR WARRANTY AS TO CORRECTNESS BY CARRIER(see clause 15)

Container Nos./Seal Nos. Marks & Nos.	Quantity/Number of Packages	Description of Goods	Gross Weight	Measurement
N/M	1347 SACKS	1X40HR CONTAINER SAID TO CONTAIN: FCL/FCL FILETES DE CALAMAR GIGANTE CONGELADO (DOSIDICUS GIGAS) 500 SACOS PESO NETO: 10,000.00 KG TENTACULOS DE CALAMAR GIGANTE CONGELADO (DOSIDICUS GIGAS) 847 SACOS PESO NETO: 16,940.00 KG TOTAL SACOS: 1347 TOTAL PESO NETO: 26,940.00 KG TOTAL PESO BRUTO: 28,610.00 KG * RUC: 20600581768 **	28610 KGS	

** TO BE CONTINUED ON ATTACHED LIST **

FREIGHT & CHARGES — FREIGHT PREPAID

R5	OFT	PREPAID	USD	1400.00
BL	AMS	PREPAID	USD	50.00
40	ISD	COLLECT	USD	45.00

Received by the Carrier from the Shipper in apparent good order and condition (unless otherwise stated herein) the total number or quantity of Containers or other packages or units identified as "Total number of containers or packages received by the Carrier" on the face hereof for Carriage subject to all the terms and conditions hereof (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE HEREOF, COPY OF WHICH MAY BE FOUND AT HTTPS://WWW.PILSHIP.COM, AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF) from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery or Port of Discharge, whichever is applicable. In accepting this Bill of Lading, the Merchant (as defined at clause 1) expressly accepts and agrees to all its terms and conditions whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant.

Agent's Address at Destination :
PIL SHIPPING MEXICO, S.A.P.I. DE C.V
Avenida Paseo de la Reforma Numero 222,
Colonia Juarez, Alcaldía Cuahtemoc, Mexico
City Zip code 06600 Tel.52 5550892222

PLACE & DATE OF ISSUE :

SHIPPED ON BOARD DATE : 22-SEP-2025

Total number of containers or packages received by the Carrier :

1X40RH CONTAINER(S) ONLY

IN WITNESS WHEREOF the number of original Bills of Lading stated above all of this tenor and date has been signed, one of which being accomplished the others to stand void.

Signed for the Carrier.

PACIFIC INTERNATIONAL LINES (PRIVATE) LIMITED

Non-Negotiable Copy

Bill of Lading No. LIM500331200

Booking No. LIM500331200

Export Reference:

Container Nos./Seal Nos. Marks & Nos.	Quantity / Number of Packages	Description of Goods / Gross Weight / Measurement
		C.P. 28239 RFC: IEA220211P13 TEL: +55 314 11 4 1880 ATENCIN: GUSTAVO LOPEZ / DANIEL SALAZAR EMAIL: GUSTAVO.LV@CONEXINTGLEG.COM; DANIEL.ISP@CONEXINTGLEG.COM CONSIGNEE RFC / TAX ID #: IEA220211P13 NOTIFY RFC / TAX ID #: IEA220211P13

Cntr No	**Seal No.**	**Sz/Ty**	**Qty**	**Pkg Type**	**Weight**	**Measure**
FBIU5234910 (CY/CY)	003PL038450	40RH	1347	SACKS	28610	

FREIGHT PREPAID
SHIPPER'S LOAD STOW COUNT WEIGH & SEAL
MERCHANT' ACKNOWLEDGES AND ACCEPTS THAT LOCAL CHARGES IN PERU AND THEIR RATES ARE THOSE PUBLISHED AT https://transmeridian.pe/ AND https://www.neptunia.com.pe/HTML_Libre/TARIFARIO_WEB_CAL.HTM AND THAT THEY ARE RENDERED BY AND PAYABLE TO LOCAL AGENTS AND EMPTY CONTAINER DEPOT.

Non-Negotiable Copy

Signed for the Carrier.
PACIFIC INTERNATIONAL LINES (PRIVATE) LIMITED

TERMS & CONDITIONS

1. DEFINITIONS

In this Bill of Lading, the terms:

'Bill of Lading' means the present document whether called Bill of Lading, paperless Bill of Lading, electronic Bill of Lading and/or waybill.

'Carriage' means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.

'Carrier' means the party on whose behalf this Bill of Lading has been signed and/or issued.

'Combined Transport' arises if the Place of Receipt and/or the Place of Delivery are indicated overleaf in the relevant spaces. Combined Transport consists of Port-to-Port carriage and Inland Transport.

'Container' means any container used for the transport of Goods (including, without limitation, any dry storage container, flat rack container, open top container, tunnel container, open side storage container, double doors container, refrigerated container, super freezer container, controlled-atmosphere container, insulated or thermal container, foldable container, half-height container, car carrier container, intermediate bulk shift container, swap bodies, special purpose container, or any combination of the foregoing examples), trailer, transportable tank, ISO tank, drums, flat or pallet or any similar article used to consolidate goods and any ancillary equipment. Unless a provision in this Bill of Lading expressly refers only to a specific type of Container, the defined term "Container" shall be given its full meaning wherever it appears in this Bill of Lading, notwithstanding that certain provisions in this Bill of Lading may contain words that are more generally or commonly understood in relation to a specific type of Container.

'Freight' means all charges payable to the Carrier in accordance with the Carrier's applicable Tariff and under this Bill of Lading.

'Goods' means the whole or any part of the cargo accepted from the shipper and includes any Container not supplied by or on behalf of the Carrier.

'Hague Rules' means the provisions of the International Convention for the Unification of certain rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendments by the protocol signed at Brussels on 23rd February 1968 and 1979, but only if such amendments (hereinafter collectively called "the Visby Amendments") are compulsorily applicable to this Bill of Lading. It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applying the said Visby Amendments.

'Holder' means any Person for the time being lawfully in possession of this Bill of Lading or in whom rights of suit and/or liability under this Bill of Lading have been transferred or vested.

'Inland Transport' means carriage during Combined Transport, including but not limited to road, rail and water transport, other than the Port-to-Port segment.

'Merchant' means any Person who at any time has been or becomes the shipper, Holder, consignee, the receiver of the Goods, any Person owning or entitled to the possession of the Goods or this Bill of Lading and any Person acting on behalf of any such Person.

'NVOCC' means Non-Vessel Operating Common Carrier.

'Person' includes an individual, company, group or other entity.

"Place of Delivery" means any port or place so named overleaf.

"Place of Receipt" means any port or place so named overleaf.

'Port of Discharge' means any port so named overleaf.

'Port of Loading' means any port so named overleaf.

'Port-to-Port' means carriage between the Port of Loading and Port of Discharge.

'Subcontractor' means any party and/or Person to which the Carrier subcontracts the whole or any part of this Carriage, including but not limited to owners and operators of any vessels (other than the Carrier), stevedores, warehousemen, container terminal or depot operators, road, rail and air transport operators and any independent contractor employed by the Carrier in the performance of the Carriage or any part thereof and any of their sub-contractors, agents and servants.

'Tariff' means the charges payable to the Carrier which includes but is not limited to the following charges: storage charges, detention, demurrage, terminal handling charges, seal fees, bill of lading fees for any issuance, amendment, re-issuance, telex release fees, reefer power charges, late payment fees, booking cancellation/postponement fees, delivery order fees, container cleaning charges and miscellaneous charges (e.g. charges for misdeclaration of dangerous goods, misdeclaration of cargo weight).

'US COGSA' means the United States Carriage of Goods by Sea Act, 46 U.S.C. App. § 1300 et seq. as enacted 1936 and any subsequent recodification thereto.

"Verified Gross Mass" means the combined mass of a Container's tare mass and the masses of all packages and cargo items including but not limited to pallets, dunnage, other packing material and securing materials packed in the Container and verified by one of the methods of weighing specified in SOLAS Chapter VI Regulation 2.

'Vessel' means any waterborne craft or barge used in the Carriage under this Bill of Lading, which may be a feeder vessel or an ocean vessel.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the terms therein relating to free storage time and to container demurrage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or its agent upon request. The Carrier's standard Tariff (which is part of the applicable Tariff) can be accessed online at the Carrier's website www.pilship.com.

3. CONTRACTING PARTY AND WARRANTY

(1) The contract evidenced by this Bill of Lading is between the Carrier and the Merchant. All Persons coming within the definition of "Merchant" in Clause 1 are jointly and severally liable towards the Carrier for the due fulfilment of all obligations undertaken by the Merchant under this Bill of Lading and shall remain so liable notwithstanding their having transferred this Bill of Lading and/or title to the Goods to another Person. Such liability includes but is not limited to court costs, expenses and legal fees incurred in collecting charges and the sums due to the Carrier. The Merchant warrants that in agreeing to the terms and conditions in this Bill of Lading, he is the owner of the Goods, or he does so with the authority of the owner of the Goods or of the Person entitled to the possession of the Goods or of this Bill of Lading.

(2) Where the Bill of Lading bears notations such as "[Shipper/Consignee] care of [third party], " [Shipper/Consignee] c/o [third party]", "[third party] on behalf of [Shipper/Consignee]", "[third party] o/b the [Shipper/Consignee]", or other similar notations, the Merchant confirms and acknowledges that the named shipper or consignee, as the case may be, under the Bill of Lading shall remain the contractual party under the Bill of Lading and that the said third party shall acquire no rights under the Bill of Lading. By accepting the Bill of Lading with such notation, notwithstanding anything herein, the Merchant confirms and acknowledges that the Carrier's interpretation of the requested notation shall be binding on the Merchant and the parties to the Bill of Lading, and that the Carrier shall not in any way be held liable where it acts in accordance with and in reliance on the said interpretation.

4. SUB-CONTRACTING

(1) The Carrier shall be entitled to sub-contract the whole or any part of the Carriage on any terms whatsoever without notice to the Merchant.

(2) (a) No Subcontractor shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor's part while acting in the course of or in connection with the Goods or the Carriage.

(b) Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague Rules) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Subcontractor of the Carrier, who shall be entitled to enforce the same against the Merchant.

(c) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise, shall be made against any Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this Bill of Lading whether or not arising out of negligence on the part of such Subcontractor and/or unseaworthiness of the Vessel and/or breach of a fundamental term and/or in all respects. The Subcontractor shall also be entitled to enforce the foregoing covenant against the Merchant; and

(ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, it will indemnify the Carrier against all consequences thereof.

(3) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

5. CARRIER'S RESPONSIBILITY: PORT-TO-PORT CARRIAGE

If Carriage under this Bill of Lading is Port-to-Port:

(1) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel. For the avoidance of doubt, the Carrier shall be under no liability whatsoever for loss of or damage in connection with the Goods, howsoever occurring, if such loss or damage arises prior to loading onto or after the discharge from the Vessel carrying the Goods.

(2) The liability (if any) of the Carrier for loss and/or damage to the Goods shall be determined in accordance with Clause 7(1).

(3) In the event of the Goods being discharged at a port or place other than the Port of Discharge stated in this Bill of Lading and forwarded to the Port of Discharge by whatever means, the Carriage shall nonetheless be deemed as Port-to-Port and liability shall be determined in accordance with Clause 7(1).

6. CARRIER'S RESPONSIBILITY: COMBINED TRANSPORT

The Carrier's liability for Combined Transport shall be as follows:

(1) The Carrier shall be under no liability whatsoever for loss and/or damage to the Goods, howsoever caused and howsoever arising, if such loss and/or damage is caused or arises prior to the Carrier taking custody of the Goods at the Place of Receipt or Port of Loading, or after the Carrier delivers the Goods at the Port of Discharge or the Place of Delivery, whichever is applicable. If the Place of Receipt or Place of Delivery is not named on the face hereof, the following shall apply:

(a) If the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss and/or damage to the Goods, howsoever caused, if such loss and/or damage arises prior to loading onto the Vessel.

(b) If the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever caused, if such loss or damage arises subsequent to discharge from the Vessel.

(2) Where the loss and/or damage occurred during the Port-to-Port section of the Carriage, the liability of the Carrier shall be determined in accordance with Clause 5.

(3) Where the loss and/or damage occurred during the Inland Transport, the liability of the Carrier shall be determined:

(a) by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilised, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or

(b) where no international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage issued by the Subcontractor for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and incorporate by reference as if set forth at length and copies of the said contract(s) shall be available to the Merchant at any office of the Carrier upon request, it being agreed that the Carrier's rights and liabilities shall be the same as those of the Subcontractor, but in no event whatsoever shall the Carrier's liability exceed GBP 100 per package or unit, or

(c) if any court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided at Clause 5, but in no event whatsoever shall the Carrier's liability exceed GBP 100 per package or unit.

7. LIABILITY PROVISIONS

(1) Hague Rules

(a) THE LIABILITY OF THE CARRIER IN RESPECT OF ANY ACTION AGAINST THE CARRIER FOR LOSS AND/OR DAMAGE ARISING IN CONNECTION WITH THIS BILL OF LADING SHALL BE DETERMINED IN ACCORDANCE WITH THE HAGUE RULES (WHICH SHALL APPLY AS A MATTER OF CONTRACT), SAVE IF OTHERWISE PROVIDED IN THESE TERMS OR BY THE PROVISIONS CONTAINED IN ANY INTERNATIONAL CONVENTION OR NATIONAL LAW WHICH ARE COMPULSORILY APPLICABLE.

(b) IF THE HAGUE RULES AND/OR VISBY AMENDMENTS ARE APPLICABLE BY NATIONAL LAW, THE LIABILITY OF THE CARRIER SHALL IN NO EVENT EXCEED THE LIMIT PROVIDED IN THE APPLICABLE NATIONAL LAW. IF THE HAGUE RULES ARE APPLICABLE OTHERWISE THAN BY NATIONAL LAW, THE LIABILITY OF THE CARRIER SHALL IN NO EVENT EXCEED GBP100 PER PACKAGE OR UNIT.

(c) In case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's period of responsibility as provided in this Bill of Lading, whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including for misdelivery, then the Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea.

(2) Limitation of Liability

(a) Nothing in this Bill shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country.

(b) It is agreed by the Merchant that the Carrier qualifies and shall be regarded as a person entitled to limit liability under the Convention for the Limitation of Liability for Maritime Claims notwithstanding that the Carrier may have secured space on board the relevant Vessel by means of a slot charter, bill of lading, waybill or other contract of carriage. Subject to any law compulsorily applicable to the Carriage to the contrary, and save to that extent, the fund to which the Carrier may limit its liability in respect of all claims arising out of an incident shall be that part or proportion of the limitation fund applicable to the actual carrier that is available for the Carrier's claims against the actual carrier.

(3) Delay

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract,or credit of the Merchant or any market or use and the Carrier shall in no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Carrier is held responsible for any delay, it is hereby expressly agreed that the Carrier's liability shall be limited to the ocean Freight paid under this Bill of Lading for the delayed Goods, exclusive of local charges and/or demurrage.

(4) Other Exclusion

Save as otherwise provided herein, the Carrier shall under no circumstances be liable for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss or damage to goodwill (in each case whether direct or indirect) or any indirect or consequential loss.

(5) Basis of Compensation

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

(6) Merchant's Declared Value

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation than that provided for in this Bill of Lading may be claimed only when, with the written consent of the Carrier, the value of the Goods declared by the Merchant upon delivery to the Carrier has been stated by the Carrier in the box marked "Merchant Declared Value" on the front of this Bill of Lading and ad valorem freight paid in accordance with the Tariff. In that case, the amount of the Merchant Declared Value shall be substituted for the limits laid down in this Bill of Lading. Any partial loss or damage shall be adjusted pro-rata on the basis of such Merchant Declared Value.

(7) Subrogation When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release, and indemnity immediately when requested by the Carrier.

8. Notice Of Loss And Time Bar

(1) Unless notice of loss and/or damage to the Goods, specifying the general nature of such loss and/or damage, is given in writing to the Carrier or to his representative at the Place of Delivery (or the Port of Discharge if no Place of Delivery is named on the face hereof) before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading, or if the loss and/or damage is not apparent, within three consecutive days thereafter, such removal shall be prima facie evidence of the proper delivery by the Carrier of the Goods described in this Bill of Lading.

(2) The Carrier shall in any event be discharged from all liability whatsoever under this Bill of Lading and in respect of the Goods, unless suit is brought in the proper forum and written notice thereof is given to the carrier within nine months after delivery of the Goods or if the Goods are not delivered, ten months after the date of issue of this Bill of Lading. In the event that such time period shall be found to be contrary to any law compulsorily applicable, the period described by such law shall then apply but in that circumstance only.

9. GENERAL

(1) Scope of Application:

(a) The rights, defences, liberties and limits of liability of whatsoever nature provided for in this Bill of Lading shall apply in any action against the Carrier for loss and/or damage (including delay), howsoever caused and whether the action be founded in contract, in tort or bailment, and even if the loss and/or damage arose as a result of unseaworthiness, any sea conditions, negligence or breach of a fundamental term of this Bill of Lading.

(b) Whether or not original Bill(s) of Lading are issued by the Carrier and/or collected by the Merchant, the Merchant hereby acknowledges and agrees that the original Bill(s) of Lading shall be deemed to be duly issued and these terms and conditions, a copy of which can be found at the Carrier's website at https://www.pilship.com, apply to the Carriage of the Goods.

(c) A Bill of Lading issued, signed and transmitted in electronic form (i.e. electronic Bill of Lading) shall have the same legal effect, status and validity as its paper equivalent.

(d) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivered to the Merchant.

(3) NVOCC: If the Merchant is a NVOCC, and has issued, or intends to issue, other contracts of Carriage to third parties covering the Goods, or part of the Goods, carried under this Bill of Lading, said NVOCC hereby warrants and guarantees that all contracts of Carriage issued by him in respect of the Goods under this Bill of Lading shall incorporate the terms and conditions of this Bill of Lading. Should the said NVOCC fail to incorporate those terms and conditions, the NVOCC shall indemnify the Carrier, its servants, agents and Subcontractors against all resulting consequences.

(4) Telex Release: Where the Merchant requires the release of the Goods to the named consignee by way of a telex release under the Bill of Lading without the presentation of the original Bill of Lading at the Port of Discharge or Place of Delivery, the Merchant agrees to indemnify the Carrier, its servants and agents and to hold all of them harmless in respect of any liability, loss, damage or expense of whatsoever nature which the Carrier may sustain arising out of the request for and/or performing the telex release and/or by reason of the Carrier's incurring liabilities, losses, damages or expenses under or in connection with the foregoing request for and/or performing the telex release.

(5) Waybill: Where this Bill of Lading is issued as a waybill, this Bill of Lading shall have effect subject to the CMI Uniform Rules for Sea Waybills which are deemed to be incorporated herein; provided, however that if any provisions of such rules are inconsistent with those of this Bill of Lading, the latter shall prevail.

10. MERCHANT-PACKED CONTAINER

(1) If a Container has not been prepared, filled, packed, or stuffed by 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, stuffed or loaded; or

(b) the unsuitability of the Goods for Carriage in the Container supplied; or

(c) the unsuitability or defective condition of the Container provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or otherwise prepared for shipment; or

(d) any incorrect, improper, inappropriate or unsuitable settings to a Container, including but not limited to any thermostatic, ventilation or refrigeration controls thereof; or

(e) any lack of and/or incorrect instructions for care of Goods during the voyage; or

(e) stuffing refrigerated Goods that are not at the correct temperature for Carriage; or

(f) condensation inside a Container; or

(g) without prejudice to the foregoing, any other matters whatsoever which occur or which were undertaken before the Container is presented to the Carrier for shipment.

(2) The Merchant is responsible for the packing and sealing of all Merchant-packed Containers. The Merchant shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence that the Container is seaworthy and/or cargo-worthy, and in good order and condition. Any superficial rust, oxidation or condensation inside a Container or any like condition due to moisture is not the responsibility of the Carrier, unless the said condition arises out of the Carrier's failure to provide a seaworthy Container to the Merchant. If a Merchant-packed Container is delivered by the Carrier with its original seal as affixed by the Merchant intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant agrees to indemnify the Carrier against all and any costs (including, but without limitation, legal costs), expenses, liabilities or losses of whatsoever nature suffered and/or incurred in connection with any such claim.

11. INSPECTION OF GOODS

The Carrier or their Subcontractor, or any Person authorised by them, shall be entitled, but under no obligation, to open, unpack or to scan any Container or package at any time and to inspect, weigh and/or measure the Goods and/or the Container or to inspect, check or verify any preparation and/or packing of the Goods and/or the Container. If the inspection of the Goods is conducted by the request or order of any authority at any place, the Carrier will not be liable for any loss or damage incurred by the Merchant as a result of complying with such request or order including but not limited to any opening, unpacking, inspection and/or re-packing. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and/or re-packing from the Merchant. Any failure on the part of the Carrier or their Subcontractor to avail themselves of their rights under this clause shall not result in any liability attaching to the Carrier or their Subcontractor.

12. CARRIAGE AFFECTED BY CONDITION OF GOODS

(1) If it appears at any time that, due to their condition, the Goods or any part thereof, 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 Container or the Goods (or any part thereof), the Carrier may, without notice to the Merchant (but as his agent only), sell or dispose of the Goods or any part thereof, and/or abandon the Carriage and/or take any measures and/or incur any additional expense to carry or to continue the Carriage or to store the same ashore or afloat, under cover or in the open, at any place (whichever option the Carrier in his absolute discretion considers most appropriate), and such sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading.

(2) The Merchant shall indemnify the Carrier against any and all expenses incurred in relation to the sale, disposal, abandonment, storage and/or continuation of the Carriage of the Goods as referred to in Clause 12(1).

(3) Notwithstanding the foregoing, the Carrier is under no obligation to undertake any sale or disposal of the Goods or any part thereof pursuant to Clause 12(1), and the Carrier shall not be liable in any way for any act and/or omission in connection with the above.

13. METHODS AND ROUTES OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant -

(a) use any means of transport or storage whatsoever, including the utilisation of railway, road vehicle or inland river services;

(b) transfer the Goods from one conveyance to another including but not limited to transhipping or carrying the same on another Vessel than that named overleaf or on any other means of transport;

(c) unpack and remove the Goods which have been packed into a Container and forward them in or on a Container or otherwise;

(d) proceed by any route in its discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order;

(e) load and unload the Goods at any place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port;

(f) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; and/or

(g) permit the Vessel to proceed with or without pilots, to tow or be towed, or to be dry-docked, with or without Goods and/or Containers on board.

(2) The liberties set out in Clause 13(1) may be invoked by the Carrier for any purpose, whether or not connected with the Carriage of the Goods, including loading or unloading other goods, bunkering, towing or being towed, drydocking, undergoing repairs, adjusting instruments, picking up or landing any Persons (including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations). Anything done in accordance with Clause 13(1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation. For the avoidance of doubt, nothing in this sub-clause shall be construed as a limitation to the purposes for which the liberties under Clause 13(1) may be invoked by the Carrier.

(3) By tendering Goods for carriage without any written request for carriage in a specialised Container, or for carriage otherwise than in a Container, the Merchant accepts that Carriage may be properly undertaken in or on a general-purpose Container.

14. MATTERS AFFECTING PERFORMANCE

If at any time the Carriage, the Vessel or other Goods on board the Vessel are or are likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of any kind (other than any inability of the Goods safely or properly to be carried or carried further which is provided at Clause 12) and howsoever arising (whether or not caused by any negligence on the part of the Carrier, his servants, agents or Subcontractors, and even if the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this Bill of Lading was entered into or the Goods were received for carriage), including but not limited to any war, civil commotion, political unrest, labour strikes, pandemic, epidemic, piracy, act of terrorism and threat thereof, the Carrier may at his sole discretion and without prior notice to the Merchant and whether or not the Carriage is commenced, do any of the following:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual 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, the Carrier shall be entitled to charge such additional Freight (including extra war risk charge) as the Carrier may determine; or

(b) suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour to forward the Goods as soon as possible, but the Carrier makes no representations as to the maximum period of such suspension. If the Carrier elects to invoke the terms of this sub-clause, then the Carrier shall be entitled to charge such additional Freight as he may determine and the Merchant shall pay any additional costs of the delivery and storage; or

(c) abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 14(a) or to suspend the Carriage under Clause 14(b), this shall not prejudice its right subsequently to abandon the Carriage under this sub-clause.

15. DESCRIPTION OF GOODS

(1) This Bill of Lading shall be prima facie evidence of the receipt of the Goods by the Carrier from the shipper in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box on the back hereof entitled "Total number of containers or packages received by the Carrier".

(2) Except as provided in Clause 15(1), no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

(3) If any particulars of any letter of credit and/or import licence and/or sale contract and/or invoice or order number are shown on this Bill of Lading, such particulars are included solely at the request of the Merchant for its convenience. The Merchant agrees that the Carrier does not in any way warrant the accuracy of such particulars and that the inclusion of such particulars shall not be regarded as a declaration of value of the Goods (which is unknown to the Carrier, except when the provisions of Clause 7(6) applies) and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading.

(4) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful and safe Goods and contain no contraband, drugs or other illegal substances or stowaways, and that the Goods will not cause loss, liability, damage or expense to the Carrier, or to other cargo.

(5) Without prejudice to any other rights and defences afforded by the Bill of Lading and in addition to any rights the Carrier might have, in case of any breach of Clause 15(4) arising from any of the following situations:

(i) any misdeclaration of dangerous and hazardous Goods; or

(ii) any misdeclaration of the Verified Gross Mass; or

(iii) any misdeclaration of the weight of the Goods which exceeds the maximum payload of the Container used for the Carriage, the Carrier shall be entitled to charge the Merchant at any time a misdeclaration fee, being the higher of the amount provided under the applicable Tariff or USD 30,000 per Bill of Lading. For the avoidance of doubt, misdeclaration as referred to herein includes but is not limited to incorrect/partial declaration, late declaration, alteration or omission of such declaration.

16. HIGH VALUE CARGO

The Carrier is neither prepared to enter into a contract of Carriage nor to issue a Bill of Lading regarding the carriage of specie, bullion, precious or rare metals or stones, jewellery, ornaments, works of art, plate or other objects of a rare and precious nature, money, bank notes or other forms of currency, bonds or other negotiable instruments and/or securities, whether the value is declared or not, without Carrier's prior written consent to perform such a Carriage. The Carrier shall be discharged from all liability in respect of loss or damage to such Goods, non-delivery, delay or any other loss connected or related to the Carriage in case of failure to declare the nature and value of any such Goods, pay any ad valorem freight where applicable, and obtain Carrier's said consent and comply with any instructions the Carrier may give in connection with the Carriage of such Goods.

17. SANCTIONS AND EXPORT CONTROL

(1) The Merchant is responsible for and warrants compliance with all applicable laws, rules and regulations, including, but not limited to, the sanctions laws of the European Union, Singapore, United States, United Kingdom, as promulgated by the United Nations Security Council and of any country to, from, or through which the Goods may be carried and the export control laws of any country to, from or through which the Goods may be carried.

(2) The Merchant warrants that it has obtained all necessary export, re-export, and/or import licenses or permits and the Carrier is not required to obtain any special license or permit in connection with the Carrier's performance hereunder.

(3) The Merchant warrants that it is not a party subject to any prohibition or restriction pursuant to the sanctions laws of the European Union, Singapore, United States, United Kingdom, as promulgated by the United Nations Security Council and of any country to, from or through which the Goods may be carried, including any party identified on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or any other list of prohibited or denied parties maintained by the European Union, United States, United Kingdom, United Nations Security Council or any other country. It also warrants that the Goods are not intended to be used in the design, development or production of nuclear, chemical or biological weapons or in violation of the arms control laws of any country to, from or through which the Goods may be carried. The Merchant shall indemnify the Carrier and hold the Carrier harmless to the full extent of any loss, damage, cost, expense, or liability to the Carrier including lost profits, legal fees and court costs for any failure or alleged failure of the Merchant to comply with applicable export and import laws and regulations of any country.

(4) In the event the Carrier is of the view, in its sole discretion, that the Merchant is in violation of or that there is a risk of violation of the provisions of this clause, the Merchant agrees that, at the election of the Carrier, the Goods may at any time and at any place be unloaded, destroyed, disposed of or abandoned without compensation to the Merchant and without prejudice to the Carrier's right to Freight or be returned to the Port of Loading at full cost to the Merchant, including but not limited to any detention and demurrage charges.

18. MERCHANT'S RESPONSIBILITY

(1) If the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Container meets all ISO and/or other international safety standards and is fit in all respects for carriage by the Carrier.

(2) The Merchant shall comply with all regulations and requirements of customs, port and/or other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses, liabilities or losses (including, without prejudice to the generality of the foregoing, the full return freight for the Goods and/or Containers if returned, or if on-carried, the full freight from the Port of Discharge or the Place of Delivery nominated herein to the amended Port of Discharge or Place of Delivery, or other additional carriage undertaken) incurred or suffered 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/or Containers or otherwise in connection with the Goods and/or Containers (including the discovery of any drugs, narcotics, stowaways or other illegal substances within the Containers packed by the Merchant or inside Goods supplied by the Merchant), or stamp duty imposed by any country, and shall indemnify the Carrier in respect thereof.

(3) The Merchant shall defend and indemnify the Carrier from and against all claims, loss, damage, liabilities fines, costs and expenses arising or resulting from:

(a) any breach of any of the terms or warranties (including Clause 15(4)) contained in this Bill of Lading by the Merchant; or

(c) any other cause whatsoever in connection with the Goods or with the Containers for which the Carrier is not responsible under this Bill of Lading; or

(d) any other cause whatsoever for which the Merchant has responsibility, whether such responsibility is borne by the Merchant under this Bill of Lading, under any applicable law or regulation, in accordance with general or local shipping custom or practice, or otherwise.

(4) The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and/or as advised by the Carrier's local agent at the Ports of Loading and Discharge. Free time commences from the day the Container and other equipment is collected by the Merchant or is discharged from the Vessel or is delivered to the Port of Loading, Port of Discharge, or Place of Delivery, as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per diem and detention charges will be levied and payable by the Merchant thereafter in accordance with the Tariff, without prejudice to the Merchant's right to declare total loss of the Container at any time after the end of the free time and require the Merchant to pay for the replacement of the Container.

(5) If Container(s) supplied by or on behalf of the Carrier are unpacked at the Merchant's premises or the premises of any other Person to whom the Merchant delivers or releases the Container(s), the Merchant is responsible for returning the empty Container(s) in the same condition as they were received, free from labels etc, with interiors or internal surfaces brushed clean, odour free and in every respect fit for immediate reuse, to the place nominated by the Carrier. The Merchant shall be liable to indemnify the Carrier for any and all costs incurred reinstating or replacing Containers and other equipment not returned in the condition as specified above, including the reasonable legal expenses and costs of recovering the costs incurred and interest thereon.

(6) Container(s) released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until returned to the Carrier. The Merchant shall indemnify the Carrier for any and all expenses incurred by the Merchant's use of any Container(s) while the Container(s) are in his possession, custody, and/or control and such expenses include but are not limited to any loss and/or damage to any Container(s).

(7) The delivery of the Goods and/or release of the Container by the Carrier shall be conditional upon the Merchant paying Freight (including any amount due under the applicable Tariff) and/or, at the Carrier's request, a deposit (which shall not accrue any interest) which shall be security for payment of any sums due to the Carrier. If the Container(s) are not returned to the Carrier within the permitted free time commencing from the date of delivery of the Container(s) to the Merchant, the Carrier may apply the deposit towards the payment of any amounts due to the Carrier (including container detention or demurrage). All storage/customs clearance dues and taxes incurred at the Port of Discharge are to be for the account of the Merchant.

(8) The Merchant shall comply with the provisions of any applicable anticorruption laws, including but not limited to the Prevention of Corruption Act 1960 (2020 Rev Ed) of Singapore, the U.S Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010.

19. FREIGHT

(1) Freight shall be deemed fully earned upon the Carrier's acceptance of a booking made by the Merchant and shall be paid and non-refundable in any event. Should the Merchant cancel the booking of the Goods for the Carriage, at any time and for any reason whatsoever, he shall be liable for the payment to the Carrier its agents, successors, or assignee, of a cancellation fee equal to the value of the Freight, including all charges, costs and expenses deriving from the cancellation of the booking.

(2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable Tariff. In the event of any discrepancy between Freight (incl. charges etc) items in the Bill of Lading and any Carrier invoices, the latter shall prevail.

(3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars furnished by or on behalf of the Merchant are incorrect, the Merchant shall pay the correct Freight and any additional charges payable by the Merchant in accordance with the applicable Tariff (including any administrative charges, misdeclaration fees).

(4) The Merchant shall be responsible for the full payment to the Carrier, its agent, representatives, successors or assignees, of the entire Freight due pursuant to this Bill of Lading on the agreed date and for its full amount, without possible deduction or set off of any sort. Merchant irrevocably agrees to waive any right of set-off between the Freight and any amount due under a contractual or tortious claim, which he has or may have against the Carrier and/or its Subcontractors, agents, officers, employees or assignees, whether or not the claim is related to the Carriage under this Bill of Lading and without prejudice to its right to file such claim subsequently.

(5) Any Person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

(6) If the Merchant fails to pay the Freight upon the due date, then, without prejudice to any other right or remedy available to the Carrier, the Carrier may at its option, impose any of the following on the Merchant

(i) postpone the fulfilment of its own obligations until full payment of the Freight;

(ii) charge the Merchant interest at the higher of the prevailing rate in accordance with the Tariff or 2% per annum (compounded monthly) on the amount unpaid until payment is made in full (a part of a month being treated as a full month), plus collection costs per issued invoice in the amount provided in the applicable Tariff;

(iii) terminate the contract of carriage evidenced by this Bill of Lading upon expiry of a five (5) calendar days' written notice of the Carrier to the Merchant. In the event of a payment delay by the Merchant, the Carrier may also for any new delivery, require payment prior to shipment or suspend or cancel the contract or any pending booking order regardless of the conditions that may have been agreed, without incurring any liabilities whatsoever.

(7) Any costs and expenses incurred by the Carrier in connection with the collection of any outstanding Freight, including but not limited to any legal fees, shall be payable by the Merchant.

20. LIEN

THE CARRIER SHALL HAVE A LIEN ON THE GOODS AND ANY DOCUMENTS RELATING THERETO FOR ALL SUMS PAYABLE TO THE CARRIER UNDER ANY CONTRACT BETWEEN THE MERCHANT AND THE CARRIER, WHETHER RELATED TO THE CONTRACT OF CARRIAGE EVIDENCED BY THIS BILL OF LADING, WHICH FOR THE AVOIDANCE OF DOUBT, INCLUDES ANY SUMS DUE TO THE CARRIER ARISING FROM ANY GENERAL AVERAGE CONTRIBUTIONS AND/OR SALVAGE CHARGES. THE CARRIER SHALL ALSO HAVE A LIEN AGAINST THE MERCHANT ON THE GOODS AND ANY DOCUMENTS RELATING THERETO FOR ALL SUMS DUE FROM HIM TO THE CARRIER UNDER ANY OTHER CONTRACT. The Carrier may exercise his lien at any time and at any place at his sole discretion, whether the Carriage is completed or not. In any event, any lien shall extend to cover the cost of recovering the sums due. The Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant, at any place at the sole discretion of the Carrier. For the avoidance of doubt, nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount realised from such sale.

21. OPTIONAL STOWAGE AND DECK CARGO

(1) The Goods may be packed by the Carrier in or on Containers and consolidated with other goods in or on Containers.

(2) Goods, whether or not packed in or on Containers, may be carried on deck or under deck, at the sole discretion of the Carrier, without notice to the Merchant. All such Goods whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or US COGSA and shall be carried subject to those rules (as the case may be).

(3) In the event the Goods (not being Goods stowed in Containers other than flats or pallets) which are stated overleaf as being carried on deck (or in the event of the absence of the mention "under deck" or any similar mention), and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss and/or damage, howsoever caused and whether or not caused by unseaworthiness of the Vessel or negligence on the part of the Carrier, his servants, agents or Subcontractors. In the event that the Carrier is found liable notwithstanding the foregoing, such Goods carried on deck shall be deemed to be within the definition of goods for the purposes of the Hague Rules and the limitations on liability under the Hague Rules shall apply.

22. LIVE ANIMALS AND PLANTS

The Hague Rules shall not apply to the Carriage of live animals, birds, reptiles, fish or plants which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay, loss, damage or destruction to such live animals, birds, reptiles, fish or plants howsoever arising. Should the Master in his sole discretion consider that any live animal, birds, reptiles or fish is likely to be injurious to any other live animal, birds, reptiles or fish or to any Person or property on board, or to cause the Vessel to be delayed or impeded in the prosecution of its voyage, the Carrier has the liberty to deal with such live animal, birds, reptiles or fish in any manner which it deems fit, without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason in connection with the Carriage of such live animals, birds, reptiles, fish or plants including without limitation the cost of veterinary services on the voyage and of providing forage for any period during which the Carriage is delayed for any reason, and of complying with the regulations of any authority of any country with regard to such live animals, birds, reptiles, fish or plants.

23. DANGEROUS GOODS

(1) No Goods which are or which may become of a dangerous, noxious, hazardous, inflammable, damaging or injurious nature (including radio-active materials), or which are or may damage any property or injure any Person, whether or not so listed in any official or unofficial, international or national code, convention, listing or table, shall be tendered to the Carrier for Carriage without prior written notice of their nature, character, name, label and classification (if applicable) being given to the Carrier and the Carrier's express consent in writing for the Carriage of such Goods, and without the Container as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/ or marking, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous, inflammable, damaging or injurious nature, they may at any time and at any place be unloaded, destroyed, disposed of, abandoned or rendered harmless without prior notice or compensation to the Merchant and without prejudice to the Carrier's right to Freight.

(2) The Merchant warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage.

(3) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, fines, liabilities, losses, delays, damages or expenses arising in consequence of the Carriage of such Goods.

(4) Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

24. PERISHABLE GOODS, REFRIGERATED CARGO, CONTROLLED-ATMOSPHERE CONTAINERS

(1) Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless it is noted on the front of this Bill of Lading that the Goods will be carried in a refrigerated, electrically ventilated, atmosphere-controlled or otherwise specially equipped Container or are to receive special attention in any way.

(2) The Merchant undertakes not to tender for transportation any Goods which require refrigeration, ultra-low temperature refrigeration, ventilation, atmosphere control or any other special attention without giving written notice of their nature and particular temperature or other required setting of the thermostatic, ventilation, atmospheric or other special controls before receipt of the Goods by the Carrier. The Merchant further undertakes that the Goods have been properly stowed in the Container and that its thermostatic, ventilation and/or atmospheric settings have been adequately set by him before receipt of the Goods by the Carrier and, if necessary, that the Goods have been pre-chilled before loading into the Container. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo loaded into a Container by the Merchant or presented to the Carrier at a higher temperature than that required for the Carriage. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising. In the event that the Carrier's opinion and/or advice is sought with respect to the appropriate thermostatic, ventilation, atmospheric or other special controls required in respect of the carriage of the Goods, such opinion and/or advice shall be provided the basis that the Carrier will not be liable for the consequences of acting on that opinion and/or advice and for the avoidance of doubt, the Carrier shall not be liable for any loss of or damage to the Goods arising therefrom.

(3) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown or stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container, Vessel, conveyance and any other facilities, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(4) The term "apparent good order and condition" when used in this Bill of Lading with reference to goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods, when received, were verified by the Carrier as being at the carrying temperature, humidity level or other condition designated by the Merchant.

25. NOTIFICATION AND DELIVERY

(1) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and the Carrier shall not be liable for any failure to give such notification and the Merchant shall not be relieved of any obligation hereunder.

(2) The Merchant shall take delivery of the Goods within the free storage time provided for in the Carrier's applicable Tariff. If the Merchant fails to do so, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods (or such part thereof) ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Subcontractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(3) If the Merchant fails to take delivery of the Goods within a reasonable period not to exceed 30 days or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of or amounting to a significant percentage of their value, the Carrier may, at its sole discretion, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, auction, sell, abandon, destroy, and/or dispose of the Goods solely at the risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant. Nothing in this clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due to him by the Merchant and the amount realised by the exercise of the rights given to the Carrier under this clause.

(4) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall constitute a waiver and abandonment by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

(5) If, whether by act or omission, the Merchant directly or indirectly prevents, delays or hinders the discharge or the delivery of the Goods, any costs, expenses or liability so resulting shall be for its full account.

(6) In the event that the Merchant requests the Carrier to deliver the Goods at a port or Place of Delivery other than the Port of Discharge or the Place of Delivery originally designated in this Bill of Lading and the Carrier in its absolute discretion agrees to such request in writing, such further Carriage will be undertaken on the basis that the terms and conditions of this Bill of Lading are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered overleaf of this Bill of Lading as the Port of Discharge or Place of Delivery.

(7) If the Carrier is obliged to hand over the Goods into the custody of the customs, port or other authorities at any point in time during the Carriage, including at any transshipment port, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading.

26. FCL BILLS OF LADING

(1) Goods will only be delivered in a Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered authorising delivery to a single Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled, the Carrier may unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to the Merchant on a less than container load ("LCL") basis. Such delivery shall constitute due delivery hereunder, but will only be effected against payment by the Merchant of LCL service charges and any charges appropriate to LCL Goods (as laid down in the Tariff) together with the actual costs incurred for any additional services rendered.

(2) If this is a full container load ("FCL") multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged overleaf to the effect that it is "One of … part cargoes in the Container"), then the Goods detailed overleaf are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or inappropriate Goods or is or becomes mixed or unmarked or unidentifiable, the Holders of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in its absolute discretion determine, and such delivery shall constitute due delivery hereunder.

27. BOTH-TO-BLAME COLLISION

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the Vessel, the Merchant shall indemnify the Carrier (or, where the Carrier is not the owner and/or in possession of the carrying Vessel, to indemnify the Carrier as trustee for the owner and/or demise charterer of the Vessel) and/or the owner and/or demise charterer of the Vessel against all loss or liability to the other or non-carrying ship or her owner insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owner to the Merchant and set-off, recouped or recovered by the other or non-carrying ship or her owner as part of their claim against the Vessel or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owner, operator, or those in charge of any ship or ships or objects, other than, or in addition to, the colliding ships or objects, are at fault with respect to a collision, contact, stranding or other accident.

28. GENERAL AVERAGE AND SALVAGE

(1) In the event of 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 Merchant 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. All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered as general average expenses.

(2) Any general average on a Vessel operated by the Carrier shall be adjusted according to York Antwerp Rules 1994, at any port or place at the option of the Carrier and in any currency at the option of the Carrier, this covering all goods on or under deck. Any general average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel. In either case, the Merchant shall give such cash deposit or other security as the Carrier or the operator may deem sufficient to cover the estimated general average contribution of the Goods, salvage charges and/or special charges to Goods. Any security must be given by a party acceptable to the Carrier and/or a party with assets in a jurisdiction nominated by the Carrier. Such security must be provided prior to delivery of the Goods if the Carrier so requires, or, if the Carrier does not so require, within three months of the delivery of the Goods. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

(3) If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship belonged to strangers.

(4) In the event of the master in his sole discretion or in consultation with owners considering that salvage services are needed, the Merchant agrees that the master may act as his agent to procure such services and that the Carrier may act as his agent to settle salvage remuneration. (5) Should the Carrier in its own discretion choose to post general average and/or salvage security due from cargo interests or pay general average and/or salvage contributions due from cargo interests, the Merchant hereby assigns to the Carrier all his rights in respect of the general average and/or salvage.

29. VARIATION OF THE CONTRACT AND SEPARABILITY

(1) No servant or agent of the Carrier shall have power to waive or vary any term of this Bill of Lading unless such wavier or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

(2) In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

30. LAW AND JURISDICTION

(1) Except as specifically provided elsewhere herein, Singapore law shall apply to the terms and conditions of this Bill of Lading.

(2) The Merchant irrevocably agrees that any and all disputes arising out of or in connection with the contract of carriage evidenced by this Bill of Lading, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration seated in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration current at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause.

(3) Notwithstanding the above, nothing in this clause limits the right of the Carrier to bring proceedings, including third party proceedings, against the Merchant in any other court of competent jurisdiction or arbitral tribunal, and the bringing or continuing of proceedings in any one or more jurisdictions shall not preclude the bringing of proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.

31. USA CLAUSE PARAMOUNT (IF APPLICABLE)

(1) If Carriage includes carriage to, from or through a port in the United States of America, this Bill of Lading shall be subject to the US COGSA, the terms of which are incorporated herein and shall be paramount throughout the Carriage by sea and the entire time when the Goods are loaded onto the Vessel to the time when they are discharged from the Vessel.

(2) The Carrier shall not be liable in any capacity whatsoever for loss and/or damage to the Goods prior to the Carrier taking custody of the Goods at the Place of Receipt or Port of Loading, whichever is applicable, or after the Carrier delivers the Goods at the Port of Discharge or the Place of Delivery, whichever is applicable. At these times, the Carrier acts as agent only to procure carriage by Persons under the usual terms and conditions of those Persons. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss and/or damage to the Goods shall be determined in accordance with Clause 7 hereof.

(3) If US COGSA applies, the liability of the Carrier and/or the Vessel shall not exceed US$500 per package or customary freight unit, unless the value of the Goods has been declared on the face hereof, in which case Clause 7(6) shall apply. For limitation purposes under the GOGSA, it is agreed that the meaning of the word "package" shall be any palletised and/or unitised assemblage of cartons which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof.

(4) Notwithstanding the provisions of Clause 30, if Carriage includes carriage to, from or through a port in the United States of America, the Merchant may refer any claim or dispute to the United States District Court for the Southern District of New York in accordance with the laws of the United States of America.

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