

No. OF ORIGINAL B/L's 3 / 3 No. OF RIDER PAGES 0/ZERO

SHIPPER:

INPROQUISA, S.A.
C/SANTISIMA TRINIDAD 30 -6
28010 MADRID MADRID
España
A28200087

NOTIFY PARTY (No claim shall attach for failure to notify):

SAME AS CONSIGNEE

CONSIGNEE (if 'To Order' so indicate):

OCEANO SEAFOOD S.A.
RUC: 20600581768
AV. MANUEL OLGUIN NRO. 211 INT. 4 (TORRE
OMEGA-PISO 4) LIMA - LIMA - SANTIAGO DE SURCO
EMAIL: COMEX@OSF.PE

OVERSEAS AGENT (For release of goods please apply to):

ALONSO FORWARDING PERU SAC
CAL. LOS TUCANES NRO. 125 INT. 403 URB. SAN
JOSE
BELLAVISTA
07001 CALLAO
Peru

Precarriage By

Place of Receipt

Ocean vessel & voyage no.

MSC MIA SUMMER II -
RZ528A

Port of Loading

VIGO, ESPAÑA

Port of Discharge

PAITA, PERU

ALSO NOTIFY PARTY:

Final Destination

PARTICULARS FURNISHED BY THE SHIPPER

Marks and numbers/ Container No.	Seal	No. And Kind of Packages	Description of packages & goods as presented by shipper SHIPPER'S LOAD STOW AND COUNT TO CONTAIN	Gross weight KGS	M3
MEDU8828490/40 HCINPROQUISA, S.A.	FX25870121	18 BG	SQUID MEAL	20.880,000	
MSMU6682917/40 HCINPROQUISA, S.A.	FX25868375	16 BG	SQUID MEAL	19.660,000	
2x40 HC CONTAINER SAID TO CONTAIN A TOTAL OF 34 BAGS				40.540,000	
QUANTITY & CONTENTS UNKNOWN AND NOT TALLIED OR CONTROLLED BY CARRIER					



PALACIOS & ASOCIADOS
Agentes de Aduana S.A. (0221)

Jean Franco Carranza Bazalar
Representante Aduanero
DNI: 44007645

Endosado en Procuracion
Agencia de Aduana
Fecha: 14 / 08 / 2025
Alonso FORWARDING PERU
Elayne Paucar Alayo
GERENTE DE OPERACIONES

[Signature]
OCEANO SEAFOOD S.A.
RUC: 20600581768
3 JRGOS SANCHEZ CARMEN MARINA
APODERADA
DNI: 41238570

Freight payable at
PREPAID

Shipped on board
25/07/2025

Place and Date of ISSUE: COSLADA 14/07/2025

OPERINTER MADRID, S.A.

Ocean Freight

EUR 5680



RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting the Bill of Lading, any local privileges and customs notwithstanding.
The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.
In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void, if required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.
Note: The Merchant's attention is called to the fact that according to Clauses 10, 11 and 12 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay.
LAW AND JURISDICTION CLAUSE: The Contract evidenced by or contained in this Bill of Lading shall be governed by the law of the Spain, and any claim or dispute arising hereunder or in connection herewith shall (without prejudice to the Carrier's right to commence proceedings in any other jurisdiction) be subject to the jurisdiction of the Courts of Spain.

1. DEFINITIONS.

"Carrier" means the Company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed.
"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.
"Goods" includes the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.
"Container" includes any container, trailer, transportable tank, lift van, flat pallet or any similar article of transport used to consolidate goods.
"Package" is the largest individual unit or packaged cargo, or any individualised element of shipment, packaged or not, made up by or for the Merchant which is delivered and entrusted to Carrier. When the goods are palletised units, every such pallet shall be considered as individual package, (unless the number of minor units which the pallet contains, is manifested in the relevant box on the front of the Bill of Lading. Similarly, containers stuffed/loaded by Merchant shall be considered as a sole package, regardless a list of contents have been issued and enclosed to this Bill of Lading.
"Carriage" means the whole of the operations and services undertaken or per-formed by or on behalf of the Carrier in respect of the Goods.
"Combined Transport" arises where the Place of Receipt and the Place of Delivery are not Port to Port.
"Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery are ports and the Bill of Lading does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated.
"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.
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.
"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
"COGWA" means the Carriage of Goods by Water Act 1936 of Canada.
"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.
"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.
"Person" includes an individual, a partnership, a body corporate of other entity.
"Stuffed" includes filled, consolidated, packed, loaded or secured.

2. CARRIER'S TARIFF.

The provisions of the Carrier's applicable Tariff and the applicable Tariff shall apply to the Goods. The provisions are obtainable from the Carrier or the Government body which has issued the Tariff. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY.

The Merchant warrants that in agreeing to the terms hereof he is or is not the agent of and has the authority of the person owning or entitled to the possession of the Goods, and that he is not the agent of or for the Merchant, and that he is not the agent of or for the Merchant, to cover the damages or losses that the goods may sustain, upon expressed request by the merchant, and in such case, its cost will be for Merchant's account and will be charged to him in the invoice as "Goods Insurance".

4. NEGOTIABILITY AND TITLE TO THE GOODS.

- (1) This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.
(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS.

- (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.
(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and any servants or agents, and all others, by whom the whole or any part of the Carriage is performed, directly or indirectly, or procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but as agent or for other persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.
(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising there from) arising, from the Carriage of Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.
(4) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be founded in contract or in Tort.

6. CARRIER'S RESPONSIBILITY.

(1) CLAUSE PARAMOUNT
(A) Subject to clause 13 below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of (C) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA. (B) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations and exclusions of liability and all rights conferred or authorised by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel (s) on which the Goods are carried.
(2) PORT TO PORT SHIPMENT/CARRIAGE
The responsibility of the Carrier is limited to that part of the Carriage from and during loading into the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.
(3) PERIOD OF RESPONSIBILITY
(a) 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.
(b) This Bill of Lading shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague-Visby Rules compulsorily applicable in which case the said Hague or Hague-Visby Rules will apply to this Bill of Lading only to the extent that they are compulsory applicable.
(c) Notwithstanding the above, in cases 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 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 Carrier shall have the benefit of every right, defence, immunity, limitation and liability 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.
(4) COMBINED TRANSPORT
Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below:
(A) Where the stage of Carriage where the loss of damage occurred cannot be proved:
(i) The Carrier shall be entitled to rely upon all exclusions of liability under the Rules or legislation that would have applied under 6(1)(A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively).
(ii) Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage (i.e. subject to 6(4)(C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) is not compulsorily applicable, the Carrier's liability shall not exceed US\$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

(iv) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.
(B) Where the stage of Carriage where the loss or damage occurred can be proved:
(1) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions:
(a) Cannot be departed from by private contract to the detriment of the Merchant, and
(b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.
(ii) With respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Loading of from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland carriers' obligations under their contracts and tariffs.
(iii) Where neither (i) or (ii) above apply, any liability of the Carrier shall be determined by 6(3)(A) above.
(4) GENERAL PROVISIONS
(A) Delay, Consequential Loss
Actual time is not guaranteed by the Carrier and delay in delivery may be claimed to the Carrier only to the extent of interest to delivery within a certain time is evidenced in the reverse of this B/L. The Carrier shall only be liable for loss following from delay in delivery if the Merchant has made a declaration of interest in timely delivery which has been accepted by the Carrier and stated in the reverse of this B/L.
Where as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.
(B) The Hague Rules or any legislation making such Rules compulsorily applicable (such as COGWA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been indicated in accordance with (C) below, be or become liable for any loss or damage to or in the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to the Rules or legislation shall mean the amount set by the US\$1000.00 per package or shipping unit. The Carrier's liability may be increased to a higher value by a declaration or writing of the value of the Goods by the shipper up to the value of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier, extra freight paid in such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed such declared value and any partial loss or damage shall be adjusted pro-rata on the basis of the value of the Goods.
(D) Definition of Package or Shipping Unit
Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit. The words "Unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles and things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.
(E) Rust, etc.
It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.
(F) Notice of Loss or Damage
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or his representative at the place of destination of the Goods at the time of loading of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or if the loss or damage is not apparent, within three consecutive days thereafter.
(G) Time-bar
The Carrier shall be discharged of all liability unless suit is brought in the proper form and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribe by such convention or law shall then apply but in that circumstance only.
(H) Insufficient packing. The Carrier shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Carrier, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Carrier if a defect or unsuitability of the Merchant. The Merchant shall indemnify the Carrier against all loss, damage, liability and expense so caused.
(I) Any claim for loss or damages arising this bill of lading won't be accepted if it isn't attached of one survey that proves the damages or loss.

AGENCIA DE ADUANA
RUC: 20600581768
3 JRGOS SANCHEZ CARMEN MARINA
APODERADA
C/O Sima, Trinidad, 30

9. TEMPERATURE CONTROLLED CARGO.

(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermosatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.
If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.
(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant insulation or any apparatus of the Container, 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.

10. INSPECTION OF GOODS.

The Carrier or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

11. MATTERS AFFECTING PERFORMANCE.

- (1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whatsoever's and howsoever arising (whether or not the Carriage has commenced) the Carrier may:
(A) Without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease.
(B) Without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) above, continue the Carriage. In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the abandonment circumstances.
(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

12. METHODS AND ROUTE OF TRANSPORTATION.

- (1) The Carrier may at any time and without notice to the Merchant: Use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward in any manner whatsoever; proceed as any vessel and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place so named on the front hereof as the intended Port of Loading or intended Port of Discharge) comply with all 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 contract on the conveyance employed by the Carrier the right of orders or directions; permit the vessel to proceed with or without pilots, to be or to be towed or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds dangerous, or otherwise contraband, explosives, munitions or warlike stores and sail armed or unarmed.
(2) The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

13. DECK CARGO (AND LIVESTOCK).

- (1) Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below such Goods whether carried on deck or under deck shall participate in General Average (and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.
(2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stowed on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of such livestock.

14. DELIVERY OF GOODS.

If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Goods are entitled to be delivered to the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier on respect of the Goods or that part thereof shall cease.

15. BOTH-TO-BLAME COLLISION.

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) a result of the negligence of the non-carrying vessel or object or the owner of, charter of or person responsible for the non-carrying vessel or object the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability (and any expense arising there from) any vessel or person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object or the owner of, charter of or person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or charterers.

16. GENERAL AVERAGE.

(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1924 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection. (2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising there from) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection. (3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

17. CHARGES.

- (1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-refundable in any event be calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, re-measure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.
(2) All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.
(3) The Shipper and the Consignee shall be jointly and severally liable for the payment of all freights and charges (including demurrages and storages) and for the performance of the obligations of each then hereunder.

18. LIEN.

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

19. VARIATION OF THE CONTRACT.

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

20. PARTIAL INVALIDITY.

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.