

1 Shipper
 AGRICOLA CERRO PRIETO SA
 RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA -
 PERU ATTN: MARLENE GALLARDO AYLLON TEL: 51 1 6193900 EMAIL:
 MGALLARDO@ACPAGRO.COM

2 Consignee EORIGB:GB125476511000
 Direct Produce Supplies LTD
 AEO: GB00593/19 57-63 Church Road, Wimbledon, London, SW19 5DQ, United
 Kingdon
 PHONE: 0044 7467 483177 EMAIL: logistics@dpsltd.com
 Alex Constable

3 Notify EORIGB:GB711203988000
 M&B Felixstowe Limited
 96 Langer Road Felixstowe, Suffolk IP11 2HS United Kingdom
 PHONE: 0044 1304 825884 EMAIL: dps@mbfxt.com
 FAO LISA REVELL

4 Place of Receipt
 Païta Port

OCEAN VESSEL
 BARRINGTON ISLAND - SR25029EB

5 Port of Loading
 Païta

6 Port of Discharge
 Dover

7 Place of Delivery
 Dover / Dover Cargo

Marks & Nos	Number and kind of Packages	Description of goods	Gross weight	Net weight
SEKU9368229 Tare: 4,450kg Seal: 003SF071235 Seal: CKM3311		1 x 40' High Cube Reefer S.T.C. 1800 BOXES WITH FRESH CONVENTIONAL BLUEBERRY 1800 CAJAS CON ARANDANOS FRESCOS CONVENCIONALES PA. 0810.40.00.00 TR: PDBYN01310 / PDBYN01370 / VC7GG235/VC7GG26D GGN 4050373748586 TEMPERATURE: -1 C CO2 12 O2 6 DAIKIN CA FDA Register: 19265592090 FREIGHT PREPAID	14,770.00 kgs	11,340.00 kgs

Charge	Basis	Rate	Curr	Amount
Ocean Freight CTR	1	4,380.00	USD	4,380.00
ETS Surcharge	1	166.00	USD	166.00
SFS-Sustainable Fuel Surcharge - Fluctuating	1	383.33	USD	383.33
BAF Container	1	1,500.00	USD	1,500.00
Daikin Surcharge	1	1,300.00	USD	1,300.00
THC Loading Reefers	1	220.00	USD	220.00
THC Discharging	1	350.00	GBP	350.00
ISPS Discharging CTR	1	30.00	GBP	30.00
Carrier Security	1	50.00	USD	50.00
BL Fee CTR	1	50.00	USD	50.00
ACDS Fee	1	50.00	USD	50.00
Destination Documentation Fee	1	55.00	GBP	55.00
Panama Canal Surcharge	1	620.00	USD	620.00

Particulars furnished by the Merchant
 If indicated by "X" here, continuation of cargo description given on attached sheet

8 Freight, Charges, etc

9 Freight Payable at LIMA

SHIPPED on board in apparent good order and condition, unless otherwise stated and to be discharged at the aforesaid port of discharge or so near thereto as the Vessel may safely get and be always safe afloat. This Bill of Lading is a receipt only for the number of packages shown herein. Weight, measurements, marks and numbers, quality, quantity, contents and value shown above are furnished by the Merchant and have not been checked and are to be considered unknown unless expressly acknowledged and agreed to. The signing of this Bill of Lading is not to be considered as such acknowledgement or agreement. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions, on both pages, whether printed, written, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One of the Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void. Full freight and charges are payable as per agreement, but always deemed earned latest on signing Bills of Lading, discountless and non returnable, Ship and/or Goods lost or not.

10 Place and date of issue
 Lima 17 Aug 2025

Signed for the Carrier Seatrade Group NV
 As Agent(s) for the Carrier

Signature
 Seatrade Group N.V.

1 Shipper
AGRICOLA CERRO PRIETO SA
RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA -
PERU ATTN: MARLENE GALLARDO AYLLON TEL: 51 1 6193900 EMAIL:
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2 Consignee EORIGB:GB125476511000
Direct Produce Supplies LTD
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3 Notify EORIGB:GB711203988000
M&B Felixstowe Limited
96 Langer Road Felixstowe, Suffolk IP11 2HS United Kingdom
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FAO LISA REVELL

4 Place of Receipt
Païta Port

OCEAN VESSEL
BARRINGTON ISLAND - SR25029EB

5 Port of Loading
Païta

6 Port of Discharge
Dover

7 Place of Delivery
Dover / Dover Cargo

Full liner terms
FCL/FCL

Freight PREPAID

Particulars furnished by the Merchant
[] If indicated by "X" here, continuation of cargo description given on attached sheet

8 Freight, Charges, etc

SHIPPED on board in apparent good order and condition, unless otherwise stated and to be discharged at the aforesaid port of discharge or so near thereto as the Vessel may safely get and be always safe afloat. This Bill of Lading is a receipt only for the number of packages shown herein. Weight, measurements, marks and numbers, quality, quantity, contents and value shown above are furnished by the Merchant and have not been checked and are to be considered unknown unless expressly acknowledged and agreed to. The signing of this Bill of Lading is not to be considered as such acknowledgement or agreement. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions, on both pages, whether printed, written, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One of the Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order. IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void. Full freight and charges are payable as per agreement, but always deemed earned latest on signing Bills of Lading, discountless and non returnable, Ship and/or Goods lost or not.

9 Freight Payable at LIMA

10 Place and date of issue
Lima 17 Aug 2025

Signed for the Carrier Seatrade Group NV
As Agent(s) for the Carrier

Signature
Seatrade Group N.V.

1. DEFINITIONS

“Transport Document” or “TD” means this document, which evidences the contract of carriage governing the Carriage and which can either be a bill of lading or a non-negotiable waybill as determined on the reverse hereof.

“Bill of Lading” means this Transport Document if named bill of lading on the reverse hereof.

“Carriage” means the whole or any part of the carriage, loading, unloading, handling of any and all other services whatsoever undertaken by the Carrier in relation to the Goods.

“Carrier” means Seatrade Group B.V., registered at Graaf Engelbarlaan 75, 4837 DS, Breda, The Netherlands.

“Charges” includes all charges payable to the Carrier in accordance with the applicable Tariff and this TD excluding the Freight.

“Container” includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

“Freight” means, unless otherwise indicated on the reverse hereof, the amount of money payable to the Carrier in accordance with the applicable Tariff covering solely the ocean carriage or the transport between the places defined in the Combined Transport operation (whichever is applicable) excluding any other services included in the Carriage.

“Goods” means the whole or any part of the cargo and any packaging 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.

“Holder” means any Person rightfully in possession of this Bill of Lading or the name Consignee in the event the Bill of Lading is non-negotiable.

“Merchant” includes the Shipper, Holder, Consignee, Consignor, Receiver of the Goods, any Person entitled to the Goods or the Goods or the Bill of Lading or the Bill of Lading (when the TD is a Bill of Lading) and anyone acting on behalf of such Person.

“Combined Transport” arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant boxes.

“Package” where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the reverse hereof as packed in the Container are each deemed a Package.

“Person” includes an individual, corporation, or other legal entity.

“Port-to-Port” arises if the Carriage is not Combined Transport.

“Sub-Contractor” includes owners, charterers and operators of vessels (other than the Carrier), stevedores, longshoremen, lighters, terminal and groupage operators, road and rail transport operators, warehousemen, pilots and any independent contractor performing the Carriage and any direct or indirect sub-contractors, servants and agents thereof whether in direct contractual privity or not.

“Terms and Conditions” means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties of this TD.

“US COGSA” means the US Carriage of Goods by Sea Act 1936.

“Vessel” shall not be construed to include the Carriage under this TD 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 your storage time and to container and vehicle damage or deterioration. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this TD and the applicable Tariff, the TD shall prevail.

3. WARRANTY

The Carrier warrants that in agreeing to the Terms and Conditions hereof he is, and has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this TD.

4. SUB-CONTRACTING

4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

4.2 The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Sub-Contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of 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. Without prejudice to the foregoing every such servant, agent, and Sub-Contractor shall have the benefit of all Terms and Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier including clause 25 hereof, the law and jurisdiction clause, as if such liability or consequences were expressly provided for in this TD.

4.3 The provisions of clause 4.2 including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

4.4 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 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.

4.5 The Carrier shall be deemed to have accepted the liability for loss of or damage to the Goods, however caused, if such loss or damage arises before loading onto or after discharge from the Vessel. Loading shall be deemed to have commenced when the Goods are connected with the tackle alongside the Vessel, and discharge shall be deemed to have been completed when the Goods are disconnected from the tackle alongside the Vessel.

4.6 Where US COGSA governs the Carriage, as a matter of compulsory law, then the provisions stated in the said Act shall apply before loading on the Vessel or after discharge therefrom, as the case may be, during Carriage to or from a terminal yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading and/or Discharge. If the Carrier is requested by the Merchant to procure Carriage by an inland Carrier in the USA and the inland Carrier is not US COGSA governed, such Carriage shall be governed by the Carrier as agent to the Merchant and such Carriage shall be subject to the inland carrier's contract and tariff. If for any reason the Carrier is denied the right to act as agent at these times, his liability for loss damage or delay to the Goods shall be determined in accordance with clause 6 hereof.

4.7 The Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

4.8 Where the stage of Carriage where loss or damage occurred is **not known**, the Carrier shall only be liable if it is proven by the Merchant that the loss of and/or damage to the Goods has been caused by the Carrier's gross negligence and/or willful misconduct. In all other circumstances the Carrier shall not be liable.

4.9 Where the stage of Carriage where loss or damage occurred is **known** notwithstanding anything provided for in clause 6.1 and b) subject to clause 18, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) in the case of shipments to or from the USA by the provisions of US COGSA if the loss or damage is known to have occurred during Carriage by sea to or from the USA and such Carriage is not Combined Transport;

(b) by the Hague Rules articles 1-8 inclusive where the provision of clause 6.2(a) does not apply and if the loss or damage is known to have occurred from and during loading onto the Vessel up to and during discharge from the Vessel. These articles of the Hague Rules shall apply as a matter of contract; or

(c) if the loss or damage is known to have occurred during Carriage inland in the USA, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred, or in the absence of such contract by the provisions of clause 6.1, in either case the law of the State of New York will apply; or

(d) where the provisions of clause 6.2(a), (b), and/or (c) above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier or Sub-Contractor in whose custody the loss or damage occurred or when the Sub-Contractor is the custody, semi-public and/or imposed exclusive or monopolistic, body by the conditions applicable for such body or in the absence of such contract by the provisions of clause 6.1, in either case the law of the State of New York will apply.

4.10 For the purposes of clause 6.2 references in the Hague Rules to Carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

4.11 The Carrier shall be under no liability whatsoever for loss of or damage to the Goods or the Carriage of the Goods, however caused, if:

(a) if the Place of Receipt is not named on the reverse hereof and such loss or

damage arises prior to loading on to the Vessel; or

(b) if the Place of Delivery is not named on the reverse hereof, and such loss or damage arises subsequent to discharge from the Vessel, save that where US COGSA governs the Carriage as a matter of compulsory law then the provisions stated in said Act shall apply before loading on to and after discharge from any Vessel and during Carriage to or from a container yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the FOB or FCA price plus any other charges and expenses incurred by the Merchant. The value of the Goods cannot be established, such compensation shall be calculated by reference to the 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 according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

7.2 Save as provided in clause 7.3:

(a) the Carrier's liability shall in no event exceed one hundred pounds lawful money of the United Kingdom per package or unit of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises unless clause 7.2(b) applies.

(b) if the USA COGSA applies by virtue of clauses 5.3 or 6.2(a) neither the Carrier nor the Vessel shall in any event be or become liable for any loss of or damage to the Goods or in connection with the Carriage in an amount exceeding US\$ 500 per Package or customary freight unit.

7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this TD shall be claimed only when, with the consent in writing of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated on the reverse of this TD and extra freight paid. In that case, the amount of the declared value shall be substituted for the limits laid down in this TD. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.4 The Carrier's TD shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

7.5 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, safe contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall not be responsible for any loss or damage whatsoever arising by any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

7.6 Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for indirect or consequential loss or damage arising from any other cause whatsoever for loss of profits.

7.7 Once the Goods have been received by the Carrier for Carriage the Merchant shall be entitled neither to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this TD nor to instruct or require the delivery of the Goods at any other Port or Place than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, legal fees and/or expenses caused to the Carrier by his Sub-Contractors, servants or agents arising or resulting from any stoppage whatsoever in the Carriage of the Goods.

7.8 The Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

7.9 In the event that the Merchant requests the Carrier to deliver the Goods:

(a) at a port other than the Port of Discharge; or

(b) (save in the USA) at a Place of Delivery instead of the Port of Discharge or at a place beyond the Place of Delivery, and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this TD as the Port of Discharge or Place of Delivery.

7.10 The Carrier shall be deemed to have accepted the liability for loss of or damage to the Goods, however caused, if such loss or damage arises before loading onto or after discharge from the Vessel. Loading shall be deemed to have commenced when the Goods are connected with the tackle alongside the Vessel, and discharge shall be deemed to have been completed when the Goods are disconnected from the tackle alongside the Vessel.

7.11 Where US COGSA governs the Carriage, as a matter of compulsory law, then the provisions stated in the said Act shall apply before loading on the Vessel or after discharge therefrom, as the case may be, during Carriage to or from a terminal yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading and/or Discharge. If the Carrier is requested by the Merchant to procure Carriage by an inland Carrier in the USA and the inland Carrier is not US COGSA governed, such Carriage shall be governed by the Carrier as agent to the Merchant and such Carriage shall be subject to the inland carrier's contract and tariff. If for any reason the Carrier is denied the right to act as agent at these times, his liability for loss damage or delay to the Goods shall be determined in accordance with clause 6 hereof.

7.12 The Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

7.13 Where the stage of Carriage where loss or damage occurred is **not known**, the Carrier shall only be liable if it is proven by the Merchant that the loss of and/or damage to the Goods has been caused by the Carrier's gross negligence and/or willful misconduct. In all other circumstances the Carrier shall not be liable.

7.14 Where the stage of Carriage where loss or damage occurred is **known** notwithstanding anything provided for in clause 6.1 and b) subject to clause 18, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) in the case of shipments to or from the USA by the provisions of US COGSA if the loss or damage is known to have occurred during Carriage by sea to or from the USA and such Carriage is not Combined Transport;

(b) by the Hague Rules articles 1-8 inclusive where the provision of clause 6.2(a) does not apply and if the loss or damage is known to have occurred from and during loading onto the Vessel up to and during discharge from the Vessel. These articles of the Hague Rules shall apply as a matter of contract; or

(c) if the loss or damage is known to have occurred during Carriage inland in the USA, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred, or in the absence of such contract by the provisions of clause 6.1, in either case the law of the State of New York will apply; or

(d) where the provisions of clause 6.2(a), (b), and/or (c) above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier or Sub-Contractor in whose custody the loss or damage occurred or when the Sub-Contractor is the custody, semi-public and/or imposed exclusive or monopolistic, body by the conditions applicable for such body or in the absence of such contract by the provisions of clause 6.1, in either case the law of the State of New York will apply.

7.15 For the purposes of clause 6.2 references in the Hague Rules to Carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

7.16 The Carrier shall be under no liability whatsoever for loss of or damage to the Goods or the Carriage of the Goods, however caused, if:

(a) if the Place of Receipt is not named on the reverse hereof and such loss or

damage arises prior to loading on to the Vessel; or

(b) if the Place of Delivery is not named on the reverse hereof, and such loss or damage arises subsequent to discharge from the Vessel, save that where US COGSA governs the Carriage as a matter of compulsory law then the provisions stated in said Act shall apply before loading on to and after discharge from any Vessel and during Carriage to or from a container yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

7.17 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the FOB or FCA price plus any other charges and expenses incurred by the Merchant. The value of the Goods cannot be established, such compensation shall be calculated by reference to the 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 according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

7.18 Save as provided in clause 7.3:

(a) the Carrier's liability shall in no event exceed one hundred pounds lawful money of the United Kingdom per package or unit of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises unless clause 7.2(b) applies.

(b) if the USA COGSA applies by virtue of clauses 5.3 or 6.2(a) neither the Carrier nor the Vessel shall in any event be or become liable for any loss of or damage to the Goods or in connection with the Carriage in an amount exceeding US\$ 500 per Package or customary freight unit.

7.19 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this TD shall be claimed only when, with the consent in writing of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated on the reverse of this TD and extra freight paid. In that case, the amount of the declared value shall be substituted for the limits laid down in this TD. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.20 The Carrier's TD shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

7.21 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, safe contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall not be responsible for any loss or damage whatsoever arising by any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

7.22 Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for indirect or consequential loss or damage arising from any other cause whatsoever for loss of profits.

7.23 Once the Goods have been received by the Carrier for Carriage the Merchant shall be entitled neither to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this TD nor to instruct or require the delivery of the Goods at any other Port or Place than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, legal fees and/or expenses caused to the Carrier by his Sub-Contractors, servants or agents arising or resulting from any stoppage whatsoever in the Carriage of the Goods.

7.24 The Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

7.25 In the event that the Merchant requests the Carrier to deliver the Goods:

(a) at a port other than the Port of Discharge; or

(b) (save in the USA) at a Place of Delivery instead of the Port of Discharge or at a place beyond the Place of Delivery, and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this TD as the Port of Discharge or Place of Delivery.

7.26 The Carrier shall be deemed to have accepted the liability for loss of or damage to the Goods, however caused, if such loss or damage arises before loading onto or after discharge from the Vessel. Loading shall be deemed to have commenced when the Goods are connected with the tackle alongside the Vessel, and discharge shall be deemed to have been completed when the Goods are disconnected from the tackle alongside the Vessel.

7.27 Where US COGSA governs the Carriage, as a matter of compulsory law, then the provisions stated in the said Act shall apply before loading on the Vessel or after discharge therefrom, as the case may be, during Carriage to or from a terminal yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading and/or Discharge. If the Carrier is requested by the Merchant to procure Carriage by an inland Carrier in the USA and the inland Carrier is not US COGSA governed, such Carriage shall be governed by the Carrier as agent to the Merchant and such Carriage shall be subject to the inland carrier's contract and tariff. If for any reason the Carrier is denied the right to act as agent at these times, his liability for loss damage or delay to the Goods shall be determined in accordance with clause 6 hereof.

7.28 The Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

7.29 Where the stage of Carriage where loss or damage occurred is **not known**, the Carrier shall only be liable if it is proven by the Merchant that the loss of and/or damage to the Goods has been caused by the Carrier's gross negligence and/or willful misconduct. In all other circumstances the Carrier shall not be liable.

7.30 Where the stage of Carriage where loss or damage occurred is **known** notwithstanding anything provided for in clause 6.1 and b) subject to clause 18, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) in the case of shipments to or from the USA by the provisions of US COGSA if the loss or damage is known to have occurred during Carriage by sea to or from the USA and such Carriage is not Combined Transport;

(b) by the Hague Rules articles 1-8 inclusive where the provision of clause 6.2(a) does not apply and if the loss or damage is known to have occurred from and during loading onto the Vessel up to and during discharge from the Vessel. These articles of the Hague Rules shall apply as a matter of contract; or

(c) if the loss or damage is known to have occurred during Carriage inland in the USA, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred, or in the absence of such contract by the provisions of clause 6.1, in either case the law of the State of New York will apply; or

(d) where the provisions of clause 6.2(a), (b), and/or (c) above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier or Sub-Contractor in whose custody the loss or damage occurred or when the Sub-Contractor is the custody, semi-public and/or imposed exclusive or monopolistic, body by the conditions applicable for such body or in the absence of such contract by the provisions of clause 6.1, in either case the law of the State of New York will apply.

7.31 For the purposes of clause 6.2 references in the Hague Rules to Carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

7.32 The Carrier shall be under no liability whatsoever for loss of or damage to the Goods or the Carriage of the Goods, however caused, if:

(a) if the Place of Receipt is not named on the reverse hereof and such loss or

damage arises prior to loading on to the Vessel; or

(b) if the Place of Delivery is not named on the reverse hereof, and such loss or damage arises subsequent to discharge from the Vessel, save that where US COGSA governs the Carriage as a matter of compulsory law then the provisions stated in said Act shall apply before loading on to and after discharge from any Vessel and during Carriage to or from a container yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

7.33 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the FOB or FCA price plus any other charges and expenses incurred by the Merchant. The value of the Goods cannot be established, such compensation shall be calculated by reference to the 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 according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

7.34 Save as provided in clause 7.3:

(a) the Carrier's liability shall in no event exceed one hundred pounds lawful money of the United Kingdom per package or unit of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises unless clause 7.2(b) applies.

(b) if the USA COGSA applies by virtue of clauses 5.3 or 6.2(a) neither the Carrier nor the Vessel shall in any event be or become liable for any loss of or damage to the Goods or in connection with the Carriage in an amount exceeding US\$ 500 per Package or customary freight unit.

7.35 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this TD shall be claimed only when, with the consent in writing of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated on the reverse of this TD and extra freight paid. In that case, the amount of the declared value shall be substituted for the limits laid down in this TD. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.36 The Carrier's TD shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

7.37 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, safe contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall not be responsible for any loss or damage whatsoever arising by any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

7.38 Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for indirect or consequential loss or damage arising from any other cause whatsoever for loss of profits.

7.39 Once the Goods have been received by the Carrier for Carriage the Merchant shall be entitled neither to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this TD nor to instruct or require the delivery of the Goods at any other Port or Place than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, legal fees and/or expenses caused to the Carrier by his Sub-Contractors, servants or agents arising or resulting from any stoppage whatsoever in the Carriage of the Goods.

7.40 The Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

7.41 In the event that the Merchant requests the Carrier to deliver the Goods:

(a) at a port other than the Port of Discharge; or

(b) (save in the USA) at a Place of Delivery instead of the Port of Discharge or at a place beyond the Place of Delivery, and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this TD as the Port of Discharge or Place of Delivery.

7.42 The Carrier shall be deemed to have accepted the liability for loss of or damage to the Goods, however caused, if such loss or damage arises before loading onto or after discharge from the Vessel. Loading shall be deemed to have commenced when the Goods are connected with the tackle alongside the Vessel, and discharge shall be deemed to have been completed when the Goods are disconnected from the tackle alongside the Vessel.

7.43 Where US COGSA governs the Carriage, as a matter of compulsory law, then the provisions stated in the said Act shall apply before loading on the Vessel or after discharge therefrom, as the case may be, during Carriage to or from a terminal yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading and/or Discharge. If the Carrier is requested by the Merchant to procure Carriage by an inland Carrier in the USA and the inland Carrier is not US COGSA governed, such Carriage shall be governed by the Carrier as agent to the Merchant and such Carriage shall be subject to the inland carrier's contract and tariff. If for any reason the Carrier is denied the right to act as agent at these times, his liability for loss damage or delay to the Goods shall be determined in accordance with clause 6 hereof.

7.44 The Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

7.45 Where the stage of Carriage where loss or damage occurred is **not known**, the Carrier shall only be liable if it is proven by the Merchant that the loss of and/or damage to the Goods has been caused by the Carrier's gross negligence and/or willful misconduct. In all other circumstances the Carrier shall not be liable.

7.46 Where the stage of Carriage where loss or damage occurred is **known** notwithstanding anything provided for in clause 6.1 and b) subject to clause 18, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) in the case of shipments to or from the USA by the provisions of US COGSA if the loss or damage is known to have occurred during Carriage by sea to or from the USA and such Carriage is not Combined Transport;

(b) by the Hague Rules articles 1-8 inclusive where the provision of clause 6.2(a) does not apply and if the loss or damage is known to have occurred from and during loading onto the Vessel up to and during discharge from the Vessel. These articles of the Hague Rules shall apply as a matter of contract; or

(c) if the loss or damage is known to have occurred during Carriage inland in the USA, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred, or in the absence of such contract by the provisions of clause 6.1, in either case the law of the State of New York will apply; or

(d) where the provisions of clause 6.2(a), (b), and/or (c) above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier or Sub-Contractor in whose custody the loss or damage occurred or when the Sub-Contractor is the custody, semi-public and/or imposed exclusive or monopolistic, body by the conditions applicable for such body or in the absence of such contract by the provisions of clause 6.1, in either case the law of the State of New York will apply.

7.47 For the purposes of clause 6.2 references in the Hague Rules to Carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

7.48 The Carrier shall be under no liability whatsoever for loss of or damage to the Goods or the Carriage of the Goods, however caused, if:

(a) if the Place of Receipt is not named on the reverse hereof and such loss or

damage arises prior to loading on to the Vessel; or

(b) if the Place of Delivery is not named on the reverse hereof, and such loss or damage arises subsequent to discharge from the Vessel, save that where US COGSA governs the Carriage as a matter of compulsory law then the provisions stated in said Act shall apply before loading on to and after discharge from any Vessel and during Carriage to or from a container yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

designated by the Merchant.

12.4 The Carrier shall be liable for loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Container, Vessel, vessel, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.