

SHIPPER (COMPLETE NAME AND ADDRESS) AGRICOLA CERRO PRIETO SA 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA- PERU CTC: MARLENE GALLARDO AYLLON TELEFONO/E-MAIL: 51 1 6193900 MGALLARDO@ACPAGRO.COM		BOOKING NO. PER003668	BILL OF LADING NO. GWFCPER003668	
CONSIGNEE (COMPLETE NAME AND ADDRESS) NATURE'S PRIDE BV HONDERDLAND 611 2676 LV MAASDIJK - NETHERLANDS EORI: NL 814673430 VAT: NL814673430B01 CTC: JOWI ZEEMAN PHONE: +31 174 532022 FAX: +31 174 525900 EMAIL: AVOCADO@NATURESPRIDE.NL ; SEAFREIGHT@NATURESPRIDE.NL ; LAM@NATURESPRIDE.NL		FORWARDER / SHIPPER REFERENCE NO. CV#PER003668CV1 PENL2525003		
		FORWARDER		
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) NATURE'S PRIDE BV HONDERDLAND 611 2676 LV MAASDIJK - NETHERLANDS EORI: NL 814673430 VAT: NL814673430B01 CTC: BRYAN ALKEMADE PHONE: +31 611774715 FAX: +31 174 525900 EMAIL: AVOCADO@NATURESPRIDE.NL; SEAFREIGHT@NATURESPRIDE.NL ; LAM@NATURESPRIDE.NL		POINT AND COUNTRY OF ORIGIN PEPAI		
INITIAL CARRIAGE BY (MODE)		PLACE OF RECEIPT*	EXPORT INSTRUCTIONS	
VESSEL /VOYAGE SEALAND MANZANILLO/524/N		PAITA (PORT), PE	SERVICE CONTRACT NUMBER SRR0004340	
PORT OF DISCHARGE VLISSINGEN (PORT), NL		PORT OF LOADING PAITA (PORT), PE	LOADING PIER/TERMINAL	
PLACE OF DELIVERY*		TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK) CY / CY		
VLISSINGEN (PORT), NL				
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASURE
SILU7025159 SEAL: 003PL037612 SEAL: CBP2578245B SEAL: GWF9567245D SEAL: PAI0356914 SEAL: CSP7442997C SILU7025159 CS:GWF9567245D SS:003PL037612	1	40' HIGH CUBE REEFER CONTAINER SAID TO CONTAIN 2400 BOXES WITH FRESH AVOCADOS VARIETY HASS 2400 CAJAS DE PALTAS FRESCAS VARIEDAD HASS SE EMBARCAN 20 PALLETS CHEP B1210A P.A. 0804.40.00.00 TR: U1017826 /7217274---/7217286 TEMPERATURE: 5.5°C CO2:6%-O2:4% VENTILATION: CLOSED HUMIDITY: OFF GGN 4050373748586 FDA REGISTER: 19265592090 FREIGHT COLLECT  TOTAL NUMBER OF BOX : 2400 TOTAL CARGO WEIGHT : 26110.000 KGS / 57562.106 LBS CONTAINER NO / EQPTYPE/ SET / VENT. / HUMIDITY / DRAINS / O2 / CO2	26110.000 KGS 57562.106 LBS	0.000 CBM
DECLARED VALUE \$		(SEE CLAUSE 19 ON THE REVERSE SIDE OF THIS BILL OF LADING).	TEMPERATURE SET POINT	
FREIGHT		RECEIVED from the Merchant, in apparent good order and condition (unless otherwise noted), the number of packages or customary freight units set forth under the Carrier's Receipt above, to be transported hereunder to the Place of Delivery named herein (or, if not so named, to the Port of Discharge named herein) to the Consignee, holder of this Bill of Lading, or on-carrier. Such transport is subject to the terms and conditions on both sides of this Bill of Lading and to the terms and conditions of all the other documents issued by the Carrier in connection with such transport (including, if applicable, the Carrier's tariff), and the Merchant in accepting this Bill of Lading agrees to be bound by all such terms and conditions. The Shipper's Memorandum is not a term of this Bill of Lading but contains particulars furnished by the shipper solely for its use (including the description, weight and measurement of the goods said by the Shipper to be contained in the shipment), and the Carrier has no knowledge of and makes no representation as to the accuracy of any particulars in The Shipper's Memorandum To the extent that the definition of "package" on the front of this Bill of Lading contradicts or conflicts with the definition of "package" on the back of the Bill of Lading (i.e., terms and conditions), the latter shall supersede and prevail over the former.		
COLLECT FEE COC	120.00 C	IN WITNESS WHEREOF, the Carrier has signed <u>0/ZERO</u> originals Bills of Lading, all of the tenor and date, and if one is accomplished the others shall be void. DATED _____ SIGNATURE : _____  On Behalf of Carrier Great White Fleet Corp. Directly, or Through the Following Agent.  NAME OF AGENT (IF ANY): _____		
OCEAN FREIGHT OFR	5801.00 C			
TERMINAL HANDLIN THD	235.00 C			
TERMINAL HANDLIN THL	174.00 C			
ISPS - DESTINATI ISD	18.00 C			
DELIVERY ORDER E DOE	61.00 C			
EMISSION TRADING ETS	191.00 C			
TOTAL COLLECT USD	6600.00			
*Applicable only where the place of receipt or delivery differs from the port of loading or discharge, respectively. GWF's Bill of Lading Terms and Conditions may be accessed at www.GreatWhiteFleet.com		20/06/2025 ANTWERP, BE		

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INITIAL CARRIAGE BY (MODE)		PLACE OF RECEIPT*	SERVICE CONTRACT NUMBER
VESSEL /VOYAGE		PORT OF LOADING	LOADING PIER/TERMINAL
PORT OF DISCHARGE		PLACE OF DELIVERY*	TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK)
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE	
MARKS / CONTAINER NOS	NO.OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT
SHIPPER LOAD, STOW AND COUNT "CARRIER SHALL NOT BE LIABLE FOR ANY LOSS. DAMAGE OR DELAY HOWSOEVER ARISING OR RESULTING FROM ANY ACTS, INCLUDING BUT NOT LIMITED TO HIJACKINGS, OF THIEVES, PIRATES, OR ASSAULTING THIEVES OCCURING AT ANY "STAGE OF TRANSPORTATION. MERCHANTS ATTENTION IS ALSO DRAWN TO THE TERMS AND CONDITIONS OF THIS BILL OF LADING IN RESPECT TO LIMITATIONS OF LIABILITY. ADDITIONALLY, THE PARTIES AGREE THAT IN NO EVENT WILL THE VESSELS BE JOINTLY LIABLE." SHIPPED ON BOARD FREIGHT COLLECT		SILU7025159 / 40HR / 5.5 C / / / CLOSED / 4 / 6 CARRIAGE TERM: LINER TRANSPORT TERM: CY / CY	MEASURE
DECLARED VALUE \$		TEMPERATURE SET POINT	
FREIGHT		RECEIVED from the Merchant, in apparent good order and condition (unless otherwise noted), the number of packages or customary freight units set forth under the Carrier's Receipt above, to be transported hereunder to the Place of Delivery named herein (or, if not so named, to the Port of Discharge named herein) to the Consignee, holder of this Bill of Lading, or on-carrier. Such transport is subject to the terms and conditions on both sides of this Bill of Lading and to the terms and conditions of all the other documents issued by the Carrier in connection with such transport (including, if applicable, the Carrier's tariff), and the Merchant in accepting this Bill of Lading agrees to be bound by all such terms and conditions. The Shipper's Memorandum is not a term of this Bill of Lading but contains particulars furnished by the shipper solely for its use (including the description, weight and measurement of the goods said by the Shipper to be contained in the shipment), and the Carrier has no knowledge of and makes no representation as to the accuracy of any particulars in The Shipper's Memorandum To the extent that the definition of "package" on the front of this Bill of Lading contradicts or conflicts with the definition of "package" on the back of the Bill of Lading (i.e., terms and conditions), the latter shall supersede and prevail over the former.	
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20/06/2025

ANTWERP, BE

GREAT WHITE FLEET CORP.

INTERNATIONAL BILL OF LADING

SHIPPER (COMPLETE NAME AND ADDRESS) AGRICOLA CERRO PRIETO SA 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA- PERU CTC: MARLENE GALLARDO AYLLON TELEFONO/E-MAIL: 51 1 6193900 MGALLARDO@ACPAGRO.COM		BOOKING NO. PER003668	BILL OF LADING NO. GWFCPER003668	
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INITIAL CARRIAGE BY (MODE)		PLACE OF RECEIPT*	EXPORT INSTRUCTIONS	
VESSEL /VOYAGE SEALAND MANZANILLO/524/N		PAITA (PORT), PE	SERVICE CONTRACT NUMBER SRR0004340	
PORT OF DISCHARGE VLISSINGEN (PORT), NL		PORT OF LOADING PAITA (PORT), PE	LOADING PIER/TERMINAL	
PLACE OF DELIVERY*		TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK) CY / CY		
VLISSINGEN (PORT), NL				
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASURE
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DECLARED VALUE \$		(SEE CLAUSE 19 ON THE REVERSE SIDE OF THIS BILL OF LADING).	TEMPERATURE SET POINT	
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TERMINAL HANDLIN THD	235.00 C			
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INITIAL CARRIAGE BY (MODE)	PLACE OF RECEIPT*	EXPORT INSTRUCTIONS	
	PAITA (PORT), PE	SERVICE CONTRACT NUMBER SRR0004340	
VESSEL /VOYAGE	PORT OF LOADING	LOADING PIER/TERMINAL	
SEALAND MANZANILLO/524/N	PAITA (PORT), PE		
PORT OF DISCHARGE	PLACE OF DELIVERY*	TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK)	
VLISSINGEN (PORT), NL	VLISSINGEN (PORT), NL	CY / CY	
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE	
MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT
		SILU7025159 / 40HR / 5.5 C / / / CLOSED / 4 / 6 CARRIAGE TERM: LINER TRANSPORT TERM: CY / CY	
SHIPPER LOAD, STOW AND COUNT "CARRIER SHALL NOT BE LIABLE FOR ANY LOSS. DAMAGE OR DELAY HOWSOEVER ARISING OR RESULTING FROM ANY ACTS, INCLUDING BUT NOT LIMITED TO HIJACKINGS, OF THIEVES, PIRATES, OR ASSAULTING THIEVES OCCURRING AT ANY "STAGE OF TRANSPORTATION. MERCHANTS ATTENTION IS ALSO DRAWN TO THE TERMS AND CONDITIONS OF THIS BILL OF LADING IN RESPECT TO LIMITATIONS OF LIABILITY. ADDITIONALLY, THE PARTIES AGREE THAT IN NO EVENT WILL THE VESSELS BE JOINTLY LIABLE." SHIPPED ON BOARD FREIGHT COLLECT			
DECLARED VALUE \$		TEMPERATURE SET POINT	
(SEE CLAUSE 19 ON THE REVERSE SIDE OF THIS BILL OF LADING).			
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SHIPPER (COMPLETE NAME AND ADDRESS) AGRICOLA CERRO PRIETO SA 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA- PERU CTC: MARLENE GALLARDO AYLLON TELEFONO/E-MAIL: 51 1 6193900 MGALLARDO@ACPAGRO.COM		BOOKING NO. PER003668	BILL OF LADING NO. GWFCPER003668	
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INITIAL CARRIAGE BY (MODE)		PLACE OF RECEIPT*	SERVICE CONTRACT NUMBER	
VESSEL /VOYAGE		PORT OF LOADING	LOADING PIER/TERMINAL	
PORT OF DISCHARGE		PLACE OF DELIVERY*	TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK)	
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COLLECT FEE COC 120.00 C OCEAN FREIGHT OFR 5801.00 C TERMINAL HANDLIN THD 235.00 C TERMINAL HANDLIN THL 174.00 C ISPS - DESTINATI ISD 18.00 C DELIVERY ORDER E DOE 61.00 C EMISSION TRADING ETS 191.00 C TOTAL COLLECT USD 6600.00		IN WITNESS WHEREOF, the Carrier has signed <u>0/ZERO</u> originals Bills of Lading, all of the tenor and date, and if one is accomplished the others shall be void. DATED _____ SIGNATURE : _____  On Behalf of Carrier Great White Fleet Corp. Directly, or Through the Following Agent.  NAME OF AGENT (IF ANY): _____		
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SHIPPED ON BOARD FREIGHT COLLECT			
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(SEE CLAUSE 19 ON THE REVERSE SIDE OF THIS BILL OF LADING).			
FREIGHT		RECEIVED from the Merchant, in apparent good order and condition (unless otherwise noted), the number of packages or customary freight units set forth under the Carrier's Receipt above, to be transported hereunder to the Place of Delivery named herein (or, if not so named, to the Port of Discharge named herein) to the Consignee, holder of this Bill of Lading, or on-carrier. Such transport is subject to the terms and conditions on both sides of this Bill of Lading and to the terms and conditions of all the other documents issued by the Carrier in connection with such transport (including, if applicable, the Carrier's tariff), and the Merchant in accepting this Bill of Lading agrees to be bound by all such terms and conditions.	
		The Shipper's Memorandum is not a term of this Bill of Lading but contains particulars furnished by the shipper solely for its use (including the description, weight and measurement of the goods said by the Shipper to be contained in the shipment), and the Carrier has no knowledge of and makes no representation as to the accuracy of any particulars in The Shipper's Memorandum	
		To the extent that the definition of "package" on the front of this Bill of Lading contradicts or conflicts with the definition of "package" on the back of the Bill of Lading (i.e., terms and conditions), the latter shall supersede and prevail over the former.	
		IN WITNESS WHEREOF, the Carrier has signed <u>0/ZERO</u> originals Bills of Lading, all of the tenor and date, and if one is accomplished the others shall be void.	
		DATED _____ SIGNATURE : _____	
		On Behalf of Carrier Great White Fleet Corp. Directly, or Through the Following Agent.	
		NAME OF AGENT (IF ANY): _____	
*Applicable only where the place of receipt or delivery differs from the port of loading or discharge, respectively. GWF's Bill of Lading Terms and Conditions may be accessed at www.GreatWhiteFleet.com		20/06/2025 ANTWERP, BE	

**GWF B/L TERMS AND CONDITIONS:**

**IN ACCEPTING THIS BILL OF LADING,** The Merchant and the owners of the goods (herein collectively the "Merchant") agree, as if signed by them, to be bound by all stipulations, exceptions, and conditions stated herein whether written, printed, stamped or incorporated on the face and back hereof, which shall govern the relations that may be between the Merchant and Carrier, its agents, contractors, employees, master and Vessel.

**1. VESSEL. ON BOARD.** (a) VESSEL, the naming of a vessel in a Bill of Lading shall be for convenience only. The vessel named may not be a vessel which actually transports the Shipment covered by this Bill of Lading (b) ON BOARD BILLS OF LADING, a Bill of Lading may be endorsed with the phrase "On Board," which means on board any mode of transport to ship the goods.

**2. DEFINITIONS.** (a) CARRIER means Great White Fleet Corp., the Vessel, and the Vessel's owner, operator and master; (b) MERCHANT means the Shipper, Consignee, Receiver, any holder of this Bill of Lading, the owner of the Shipment, and anyone entitled to possession of the Shipment; (c) NOTIFY PARTY means the person to whom the Carrier may give notice of the Shipment's arrival, but the Carrier shall not be liable for failure to give such party notice; (d) VESSEL means the vessel named on the other side of this Bill of Lading and/or any substitute watercraft on which the Shipment is carried during Ocean Carriage; (e) SHIPMENT means the entirety of the packages, cargo and goods described on the other side of this Bill of Lading (or any attachment hereto) and received by the Carrier for transport under this Bill of Lading (including the Containers unless provided by the Carrier); (f) CONTAINER means any dry refrigerated or tank container or trailer used to stow or consolidate goods; (g) INLAND CARRIER means any inland truck, barge, drayman, railroad, hauler, and/or any other person employed to transport the Shipment between the Vessel and an Interior Point; (h) INTERIOR POINT means any place of receipt and/or delivery of the Shipment other than the port at which the Ocean Carriage of the Shipment begins or ends; (i) INTERMODAL TRANSPORT means transport in which the Carrier is required to use a Bill of Lading to pick up and/or deliver a Shipment at an Interior Point; (j) OCEAN CARRIAGE means the transport, or portion of the transport, of the Shipment commencing at the point at which the Carrier receives the Shipment from the Merchant or the Inland Carrier at the Vessel's port of loading until the delivery of the Shipment to the Merchant or the Inland Carrier at the Vessel's port of discharge; (k) The term "apparent good order and condition" when used in this Bill of Lading with reference to iron, steel or metal products does not mean that the goods, when received by the Carrier, were free of visible rust or moisture, with reference to lumber, timber or other wood products does not mean that the goods, when received by the Carrier, were free from visible stains, discoloration, moisture, shakes, holes, warps, chafing, breakage or splitting, with reference to vehicles which includes automobiles, trucks, rolling stocks, tractors and machinery means that the vehicles have no outstanding recalls but does not mean that the goods, when received by the Carrier, were free from scratches, dents, nicks, bends, holes, or cuts; with reference to cotton or cotton products does not mean that, when received by the Carrier, the covering was sufficient, uniform, or in sound condition, or that there was no damage resulting from the condition of the covering. If the Merchant so requests, a substitute Bill of Lading will be issued omitting the above definition and setting forth any notations which may appear on the mate's or tally clerk's receipts or similar document.

**3. CARRIER'S TARIFF.** If any service contract or Carrier's tariff is applicable hereto, all terms of the service contract and/or the Carrier's tariff are incorporated herein and the Carrier is entitled to all rights, benefits and immunities under and all limitations of and/or exemptions from liability contained in said service contract or Carrier's tariff. If any term(s) of any service contract or Carrier's tariff are inconsistent with this Bill of Lading, the Bill of Lading shall prevail.

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

**5. DESCRIPTION, NATURE AND OWNERSHIP OF SHIPMENT.** (a) The description and particulars of the Shipment have been furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars, including but not limited to the weight, quantity, measurement, contents, marks, numbers, seal numbers and value, are correct and that the Shipment is fit for the transport in all respects and can be safely carried without injury to people, itself and/or other property. (b) If the Shipment is described as "said to contain" or "Shipped in bulk, stow and count", the Merchant acknowledges that the Carrier makes no representation as to the accuracy of the description, that the Carrier may not be aware of the true nature of the Shipment, that the Merchant has fully disclosed the nature of the Shipment, has received the prior written consent of the Carrier to the Merchant's authority of the Merchant's description. (c) The Merchant warrants that it is the owner and entitled to possession of the Shipment described herein, or that the Merchant has the authority of the owner and all who are entitled to possession of the Shipment to agree to the terms of this Bill of Lading. (d) The Merchant warrants that the Shipment can be safely transported in a non-refrigerated Container or in a cargo compartment without special protective or climatic control services unless the Merchant has given the Carrier prior notice of the Merchant's requirement(s) and has set forth on the other side of this Bill of Lading special instructions as to temperature, ventilation, stowage and the like: (e) The Merchant hereby warrants that (i) the Shipment is not liable to become dangerous, flammable, corrosive, noxious, explosive, radioactive, damaging to property or persons, or otherwise hazardous or (ii) if the Shipment is of such nature, the Merchant has fully disclosed the nature of the Shipment, has received the prior written consent of the Carrier to the Merchant's delivering of the Shipment to the Carrier and the Shipments, the Container and any other covering, and the markings thereon shall comply fully with all applicable law; (f) If the Merchant breaches any of the warranties set forth in this clause, the Carrier shall, in addition to all other rights it may or may have by contract, be at liberty to take any act, including but not limited to rejecting, jettisoning and/or discharging the Shipment and/or rendering it innocuous and/or delivering it to the Merchant at a place other than stated on the other side of the Bill of Lading, without liability on the part of the Carrier or compensation to the Merchant, and the Merchant shall indemnify the Carrier for all attorneys' fees, costs, liabilities, losses and damages, including but not limited to indirect and/or consequential damages, and/or any overhead costs incurred by the Carrier, in connection with such Shipment.

**6. STOWAGE IN CONTAINERS BY CARRIER.** If the Merchant delivers a Shipment to the Carrier not enclosed or stowed in a Container, the Carrier may stow the Shipment into a Container, but if so stowed by the Carrier, the Carrier may deliver the Shipment unstowed from the Container unless otherwise agreed and noted on the other side of this Bill of Lading.

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

**8. PERISHABLE SHIPMENTS.** Containers with refrigeration or insulation shall not be furnished unless contracted for on the front of this Bill of Lading. (a) If a perishable Shipment requiring special temperature or climatic conditions is delivered to the Carrier not enclosed or stowed in a refrigerated Container, the sole responsibility of the Carrier shall be to stow the Shipment in the Carrier's equipment or to a refrigerated Container, stowed or secured in any respect, the Carrier may reject or discharge the Shipment or any part thereof at the point of origin or on the other side of this Bill of Lading. (b) If a perishable Shipment in a Merchant or Carrier supplied refrigerated Container is delivered to the Carrier by the Merchant at the commencement of transport hereunder, whether at an Interior Point or the port of loading, the Merchant warrants that the Shipment has the temperature listed on the other side of this Bill of Lading and that the Shipment has been properly stowed and the thermosatic controls and vents properly set. THE MERCHANT HAS SOLE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE TEMPERATURE CONTROL EQUIPMENT AND VENTS BEFORE THE CONTAINER IS DELIVERED TO THE CARRIER AND AFTER IT IS DELIVERED BY THE CARRIER AFTER COMPLETION OF TRANSPORT. The Carrier shall have no liability for spoilage or other damage to the Shipment if the temperature is maintained to within plus or minus 2 degrees Fahrenheit of the Merchant's instructions stated on the other side of this Bill of Lading and in no event shall the Carrier be required to maintain a temperature of less than minus 20 degrees Fahrenheit. (c) When the Merchant supplies the Container into which a Shipment is packed: (i) the Merchant warrants that the Container is in good working order; (ii) the Carrier shall have no liability or obligation except to monitor the Container's thermosatic controls in accordance with the Merchant's instructions set forth on the other side of this Bill of Lading and to advise the Merchant of any malfunction or irregularity; (iii) the Carrier shall be under no obligation to inspect or repair the Container but shall have the liberty to undertake repairs, all at the risk and expense of the Merchant; and (iv) under no circumstance shall the Carrier be responsible for the loss of or damage to the Shipment arising out of a defect, malfunction and/or irregularity of the Container unless same arises out of causes for which the Carrier would otherwise be liable under this Bill of Lading. (d) When the Carrier supplies the Container into which a Shipment is then packed, the Carrier shall be under no obligation to inspect or repair the Container, but shall have the liberty to inspect or repair the Container at any special temperature; (e) the Carrier shall not be liable for loss of or damage to the Shipment arising from latent defects, breakdown, defrosting, stopping of the refrigeration or other machinery, insulation and/or other apparatus of the Container and any other facilities provided the Carrier exercised due diligence before releasing the empty Container to the Merchant. The Carrier shall have no liability or obligation for USDA cold treatment or other governmental program or protocol unless noted on the front hereof and additional Freight is paid. (e) The Merchant acknowledges and agrees that refrigerated containers are not designed to cool or freeze goods which have been loaded into the Container at a temperature that is higher than their carrying temperature nor to monitor or control humidity levels and the Carrier is not responsible for damages sustained to the Shipment due to humidity or if it is loaded at a temperature higher than its carrying temperature.

**9. CONTAINERS SUPPLIED BY MERCHANT.** (a) The Carrier allows a period of free time for the use of the Containers and other equipment it supplies to the Merchant pursuant to its tariff and/or as advised by local agents. The Merchant has the responsibility to return the Container and other equipment to a place nominated by the Carrier prior to the end of the free time. Demurrage, per diem and detention charges will be levied and become immediately due and payable by the Merchant thereafter in accordance with the tariff. (b) The Merchant shall deliver the Container and other equipment to the Carrier in like good order and condition, empty, clean and odor free. Merchant shall be liable to indemnify Carrier for any and all costs and expenses incurred in replacing Containers and/or other equipment not returned in the condition described above.

**10. MERCHANT'S OBLIGATION TO TAKE DELIVERY.** The Merchant warrants that it shall take delivery and custody of and receive the Shipment at destination within the free time period specified in the Carrier's tariff or, if no period is specified or applicable, within five (5) days of the Carrier's notice of delivery of the Shipment at destination, after which: (a) all of the Carrier's duties and/or liabilities for or in connection with the Shipment shall cease; (b) all risks, loss, damage, cost, expense and liability in connection with the Shipment shall be the Merchant's; and (c) the Carrier may unload a Carrier supplied Container and/or exercise any of the Carrier's rights stated in clause 14 of this Bill of Lading.

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

**12. FREIGHT AND CHARGES - LIEN.** The Merchant shall supply the necessary information on which to calculate the freight and/or other charges, but the Carrier may, at its option and at any time, open the Container and examine, weigh, measure and/or value all or any part of the Shipment. If the Carrier determines that the Merchant's description of the Shipment is erroneous in any aspect, the Carrier may recalculate the total freight and charges, and if additional freight is payable, the Shipment, Merchant and their principals shall be jointly and severally liable and/or indemnify the Carrier for additional freight as well as all costs, liabilities, penalties, fines and expenses incurred in examining, weighing, measuring and valuing the Shipment and collecting the additional freight, charges and expenses. The Shipment, Merchant and their principals shall be jointly and severally liable for all expenses, fines, dues, tax, import, loss, damage and/or detention sustained and/or incurred by and/or levied on the Carrier and/or the Vessel in connection with the Shipment caused by the Shipment and/or the Merchant's act or omission, and/or as a result of any government and/or persons acting under color of authority, and such charges shall constitute additional freight subject to all the terms and conditions of this Bill of Lading. All freight, additional freight and charges due hereunder are earned and payable in full without discount, offset or deduction upon delivery of the Shipment to the Carrier, Vessel and/or Shipment lost or not loaded, damaged or delayed, and whether or not the transport is broken up or abandoned. The Carrier shall have a lien on the Shipment and all sub freights for all freight, dead freight, demurrage, additional freight, charges and all other amounts due hereunder and the Carrier may enforce this lien by public or private sale upon reasonable notice to any party identified in the Bill of Lading. This lien shall survive delivery of the Shipment and payment for the sums constituting the lien may be enforced jointly and severally against the Shipment, the Merchant and their principals and against any other party who has received the Shipment or any part thereof. A freight forwarder employed or contracted by the Merchant shall be deemed an agent of the Merchant and not the Carrier and any payment to a freight forwarder shall not extinguish the Merchant's obligation until the funds are actually received by the Carrier. The Merchant and their principals, shall be jointly and severally liable to the Carrier for the payment of all freight, demurrage, general average and other charges due hereunder, without discount, together with any court costs, expenses and reasonable attorney fees incurred in collecting any sums due Carrier.

**13. SCOPE OF TRANSPORT - ROUTES DELETED.** The Carrier shall have full liberty, within its sole discretion, to undertake the transport under this Bill of Lading by any route, whether or not it is the most direct route, and may proceed, return to, stay at and/or omit any ports wherever included in the Carrier's advertised route, whether or not in usual or customary geographical rotation and/or in a direction contrary to and beyond the port of destination for bunkering loading and/or discharging of goods and/or passengers/maintenance of Vessel and/or crew/repairs dry dock and/or for any other purpose of the Carrier and may retain the Shipment on board for an additional round trip voyage. The Carrier may undertake the transport by any vessel and/or other means of transport, employ feeder vessels, connect, reconsign, transship, lighter, discharge and/or store the Shipment enroute and/or forward the Shipment by any alternate conveyance. The Vessel may sail with or without pilots towed and be towed devious to save life, vessels and/or other property in distress and the Merchant agrees that Carrier's exercise of any of its rights shall not constitute an unreasonable deviation. The responsibility of the Carrier shall be limited to that part of the transport performed by Vessels under the Carrier's management and the Carrier shall not be liable for any other part of the transport even though the freight for the whole transport has been collected. The Carrier does not undertake that the Shipment shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and the Carrier shall not be liable for any direct, indirect and/or consequential damages and/or damages caused by delay. The Carrier may only be liable for the Shipment when it has actual physical custody of the cargo. In some ports, the Carrier or its agents may require the Carrier to use Inland Carriers to safeguard and/or transport the Carrier's containers. In these instances, the Merchant has the option of unloading their cargo from the Carrier's Container or agreeing to use the Inland Carrier arranged by the Carrier or its agents. Should the Merchant agree to use the Inland Carrier arranged by the Carrier or its agents, the Carrier is under no obligation or liability under this Bill of Lading for any damage or loss to the Shipment during the inland transportation.

**14. MATTERS AFFECTING PERFORMANCE.** Carrier, and its owners, officers, directors, employees, affiliates, subsidiaries, agents, and contractors, shall not be liable in any way for claims, liabilities, losses, damages, costs, or expenses which are caused by any: act of God, fire, flood, natural disaster, shallow water, ice, bad weather, death, epidemic or disease, explosion, war or apprehension of war (whether declared or not), hostilities, act of threat of terrorism, act of foreign enemy, invasion, revolution, insurrection, looting, riot, civil commotion or unrest, hijacking, the commercial-intractability, change of law, regulation, tariff, governmental order or restriction, quarantine, embargo, disturbance or demand, or any other cause, or any person or acting under color of authority, requisition, sanitary and other similar regulations or restrictions, closure of or obstacles to or danger to any waterway or path of navigation, blockage of port or route to destination, congestion of port or wharf or terminal or any other place or path of transportation, strikes or lockouts or labor disturbances whether partial or general and whether involving employees of the Carrier and/or its subcontractors or not, shortage or absence of or obstacles to labor or facilities for discharge or delivery or handling of the Shipment, unavailability of goods or services, any events or circumstances outside of Carrier's reasonable control which impede Carrier's performance, or any other events or circumstances which are herein identified as force majeure events and/or independent carriers performance (each of which is individually referred to in this section as a Force Majeure Event). Should any Force Majeure Event occur, the Carrier shall be considered to be in breach of this Bill of Lading and the Carrier's obligations under this Bill of Lading shall be suspended until such time as the Carrier thereunder shall be extended by a period of time equal to the period of interruption caused by such Force Majeure Event, and Carrier shall not have any financial responsibility (including but not limited to any liquidated damages) as it pertains to the affected shipment and the time period of interruption caused by such Force Majeure Event. Notwithstanding the foregoing, and within Carrier's sole discretion, if at any time the Vessel, the Carrier, the Carrier's equipment and/or the performance of this Bill of Lading is or is likely to be affected by any Force Majeure Event, the Carrier (whether or not the transport has commenced) shall have the exclusive option to, without prior notice to the Merchant, place the Shipment or any part of it at any other port or place whatsoever (whether enclosed in or unloaded from a Container) which the Carrier or Master reasonably considers in its sole discretion to be safe and advisable in the circumstances, whereupon the responsibility of the Carrier in respect of the Shipment shall cease and Carrier's performance with regard to the Shipment shall be deemed to be completed for all intents, constructions, and purposes. In the event that Carrier exercises this option, Carrier shall be entitled to full freight and charges on any such Shipment, and the Merchant shall pay any additional costs of carriage to and delivery and storage of the Shipment at such port or place, and Carrier shall not have any financial responsibility (including but not limited to any liquidated damages) as it pertains to the affected shipment and the time period of interruption caused by such Force Majeure Event.

**15. SUBCONTRACTING; EXEMPTIONS AND IMMUNITIES.** The Carrier may engage agents, vendors, and/or independent contractors and their respective servants and agents (including any of its affiliates), on any terms, to perform the carriage, loading, unloading, storing, warehousing, handling and/or any and all of the Carrier's duties. The Merchant agrees that any of the Carrier's agents, vendors, and/or independent contractors, including but not limited to stevedores, longshoremen, terminal operators and Inland Carriers, shall be entitled to all exemptions, limitations, conditions, defenses, immunities of liability and liberties to which the Carrier is entitled under this Bill of Lading and/or under law, as it pertains solely to Merchant's claim(s) directly against any such agents, vendors, and/or independent contractors. For the avoidance of doubt, any and all such exemptions, limitations, conditions, defenses, immunities of liability and liberties to which the Carrier is entitled to by virtue of being a subcontractor, agent, vendor, and/or independent contractor, under this Bill of Lading (and/or Carrier's affiliate(s)) claims against Carrier's agents, vendors, and independent contractors. Under no circumstances shall the Merchant have the benefit of the rights and obligations arising under the Carrier's contract(s) with its agents, vendors, and independent contractors, and the Carrier and its agents, vendors, and independent contractors shall not be liable to the Merchant for any breach of the Carrier's contract with others. Further, Merchant agrees that the aggregate of all claims made by Merchant pursuant to this Bill of Lading against the Carrier and/or any of the Carrier's agents, vendors, and/or independent contractors shall in no case exceed the limits provided in this Bill of Lading.

**16. TRANSHIPMENT - INTERMODAL TRANSPORT.** (a) In the event of transshipment and/or delivery from and/or to an Interior Point, the Carrier may choose any means of transportation, and forward the Shipment pursuant to any Contract of carriage, even if the terms of the Bill of Lading of the Inland Carrier and/or other Carrier contains limitations, defenses and/or exemptions not contained herein. (b) If this Bill of Lading requires the Carrier to pick up and/or deliver at an Interior Point, and the Carrier subcontracts the inland portion of the transport: (i) the Carrier shall have the benefit of all limitations, defenses and exemptions of the Inland Carrier, but in no event shall the Carrier be deprived or have liability greater than the terms and conditions of this Bill of Lading; (ii) if the Shipment is damaged and/or sustains loss during any portion of the transport other than the Ocean Carriage, or where the Merchant is unable to determine whether the loss and/or damage took place during the Ocean Carriage, the Carrier shall have the benefit of all limitations, defenses and exemptions of the Inland Carrier, but in no event shall the Carrier be deprived or have liability greater than the terms and conditions of this Bill of Lading; (iii) if the Merchant contracts specifically for transport to and/or from an Interior Point the Merchant's sole remedy shall be against the Inland Carrier, even where such inland transport is arranged by the Carrier or its agent.

**17. BOTH TO BLAME COLLISION CLAUSE.** If the Vessel comes into collision, stranding or other accident with another ship and/or object as a result of negligence of another ship and/or object and any act, neglect or default of the Vessel, master, pilot, agent or employees of the Carrier for which the Carrier is not liable by statute, contract or otherwise, the Merchant undertakes to indemnify the Carrier, for itself and/or as trustee for the owner and/or demise charterer of the Vessel, against all loss, damages and expense and/or against all liability to the other ship and/or her owners insofar as such loss and/or liability represents loss of and/or damage to and/or any claim whatsoever of the Merchant, paid and/or payable by the other ship and/or her owners to the Merchant and set off, resupped and/or recovered against the Vessel and/or the owner and/or demise charterer and/or the Carrier.

**18. GENERAL AVERAGE - NEW JASON CLAUSE - SALVAGE.** (a) General average shall be adjusted in New York in accordance with the York-Antwerp Rules 1994 and the laws, customs and practices in force in New York. An average agreement and a bond shall be required from the Merchant prior to delivery of the Shipment but, notwithstanding the foregoing, the Carrier's right to contribution and the Merchant's obligation to make payment shall survive delivery. (b) In the event of accident, damage, danger and/or disaster before or after the commencement of the transport, and where the Merchant is unable to determine whether the loss and/or damage took place during the Ocean Carriage, the Carrier shall be deemed to be the party to which the loss and/or damage shall be paid as fully as if the said salvaging ship or ships belonged to strangers.

**19. VALUATION - LIMIT OF LIABILITY.** (a) Carrier and its affiliates, and each of their respective owners, officers, directors, employees, agents, contractors, shareholders, successors, and assigns shall not be liable for any damages caused in whole or in part by Merchant (including but not limited to those damages arising from Merchant's negligence, gross negligence, and/or misconduct), and shall not be liable in any event for any loss and/or damage to or in connection with the Shipment, at any stage, in an amount exceeding US \$500 per package (as that term is defined below), unless the value of such goods has been declared and inserted in the appropriate space on the other side of this Bill of Lading and any required extra freight charge has been paid. The Merchant acknowledges this fair opportunity to change the Package limitation and agrees that in no event shall the Carrier's liability exceed the invoice value including the cost of freight and insurance of the portion of the Shipment actually damaged. (b) For the purpose of this section, the term "Package" is defined as the largest unit utilized to transport the Shipment (for example: (i) a Container; or (ii) if a Container is not utilized, the respective pallets or units that have otherwise been utilized to palletize or utilize the cargo), whether or not the Package(s) are sealed by the Carrier, or alternatively, if the goods are in a larger unit, for example, large packed units, unsealed boxes, unsealed bags, unsealed heavy equipment, and are not shipped in packages (such as a Container for example), then the term "Package" shall be defined as the "freight unit" irrespective of the weight or measurement unit employed in calculating freight charges. (c) For the avoidance of doubt, for Intermodal Transport, if the Shipment is damaged and/or sustains loss during any portion of the transport other than the Ocean Carriage, or where the Merchant is unable to determine whether the loss and/or damage took place during the Ocean Carriage, the Container shall be deemed the Package for the purposes of the \$500 per Package limitation.

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

**21. MERCHANT'S LIABILITY AND INDEMNITY.** If the Merchant fails, omits and/or neglects to fulfill or perform any of its obligations, responsibilities, warranties, duties and/or functions of whatever nature under this Bill of Lading, including but not limited to the payment of freight and the accurate description of the goods, the Merchant and their principals shall be jointly and severally liable to the Carrier, for, and shall fully indemnify, defend, release, and hold harmless the Carrier and its affiliates, and their respective owners, officers, directors, employees, contractors, representatives, shareholders, successors, and assigns from, all losses, liabilities, damages, costs, expenses, claims, fines, penalties, and/or assessments of whatever nature, including but not limited to attorneys' fees and disbursements incurred in connection therewith.

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

**23. JURISDICTION.** With regard to any and all claims, controversies, disputes, and/or causes of action against Carrier arising out of and/or by reason of this Bill of Lading and/or the relationships created thereby or in connection with the Shipment (collectively, "Dispute"), the rules set forth herein shall apply. Merchant shall first attempt to settle the Dispute with the Carrier in good faith through direct discussions between the Merchant's representatives and the Carrier's representatives. If the Merchant is unable to resolve its Dispute through the aforementioned means, the Merchant shall be required to file its Dispute with the arbitration or mediation process. If the Merchant is unable to resolve its Dispute through the arbitration or mediation process, the Merchant shall be required to file its Dispute with the arbitration or mediation process. If the Merchant is unable to resolve its Dispute through the arbitration or mediation process, and the Merchant wishes to pursue its Dispute further, any unresolved Dispute shall be exclusively filed with, administered by, and resolved by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on an award rendered by the arbitrators may be entered only in a court located in Broward County, Florida. The Merchant agrees that it shall not institute suit in any other forum or court, and agrees to be responsible for the reasonable legal expenses and costs of Carrier in removing and/or dismissing a suit filed in any other forum. All Disputes shall be heard by a panel of three arbitrators, to be selected by the process set forth in the AAA's Commercial Arbitration Rules. All arbitrators shall be active members of the Florida Bar. The location of the mediation and the entire arbitration process (including depositions) shall be in Miami, Florida, USA. Except as otherwise expressly set forth herein, the mediation and the entire arbitration process shall be governed exclusively by the applicable law set forth herein. The arbitrators shall enforce the "Apex" doctrine with regard to high-ranking employees and owners of the Carrier. The mediation and the entire arbitration process (including depositions) shall be conducted exclusively in the English language. In the event that the Merchant requires a translator for any part of the mediation or arbitration process, the Merchant shall bear all costs associated therewith, and the Carrier shall not be responsible for incurring or sharing any such costs. Otherwise, all parties to the arbitration shall bear their own costs pertaining to translation services to the extent that a party seeks to obtain testimony or introduce evidence that is not in English or seeks to otherwise participate in the arbitration or mediation process. If the dispute is less than USD \$1,000,000 (one million dollars), there shall be no discovery other than the exchange of documents. If the dispute is greater than USD \$1,000,000 (one million dollars), discovery shall consist of no more than four depositions per party (provided that: (a) a respondent shall be entitled to a maximum of four depositions per claimant in an arbitration with multiple claimants, (b) to the extent that multiple claimants seek to depose the same representative of the respondent, the respondent shall have the option to have any such representative(s) deposed at one time per arbitration by all claimants who so desire, and (c) a claimant shall be entitled to a maximum of four depositions per respondent in an arbitration with multiple respondents). Additional depositions may be scheduled only with the prior permission of the arbitrators, and for good cause shown. Each deposition shall be limited to a maximum duration of 6 hours. Unless otherwise agreed to in writing by Carrier, arbitration hearings shall be oral, and shall not be limited solely to documents submitted. Hearings shall be conducted pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in-person hearings. The arbitrators shall have authority to award punitive or other damages not measured by the prevailing party's actual damages. The arbitrators shall not award indirect or consequential damages in any arbitration initiated hereunder. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration, except if the arbitrators determine that the filing of any such arbitration was frivolous as defined by applicable law in which case the arbitrators shall award the non-filing party reason attorneys' fees and costs related to the arbitration. The arbitrators shall have no authority to award any attorneys' fees or costs to any party in any other situation or for any other reason except as expressly allowed for in this section. Except as required by law, the parties and arbitrators shall not disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties to the arbitration. Any failure or refusal of a party to pay its required share of the deposits, or arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrators may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of the aforementioned required supporting evidence and legal argument(s).

**24. APPLICABLE LAW.** All rights, duties and/or obligations set forth herein shall be governed by and determined according to the federal laws and rules of the United States, or, where there is no governing federal law, rule, and/or according to the laws and rules of the State of Florida without regard to its conflict of laws provision.

**25. GENERAL TERMS AND CONDITIONS.** (a) This Bill of Lading and, if applicable, the terms of any service contract and/or Carrier's tariff, including all the provisions specifically incorporated therein, constitute the contract and the entire agreement between the parties and shall be binding upon the parties' respective successors and assigns, and any prior agreement, booking note, contract and/or memorandum is superseded hereby except to the extent expressly stated herein. (b) Merchant acknowledges and agrees that there have been no representations or warranties made by Carrier that are not set forth in writing in their agreement; (c) to the extent that any provision in this Bill of Lading is inconsistent or conflicts with any other provision agreed upon by the parties, the provisions of this Bill of Lading shall govern and prevail; (d) this Bill of Lading cannot be modified or amended in any way, specifically including without limitation, the time for suit, unless such modification or amendment is approved in writing by an authorized representative of the Carrier; (e) Any failure, delay, waiver, or cancellation of the Merchant's obligations under this Bill of Lading shall constitute a breach of this Bill of Lading and shall be deemed to be a future injury or residual breach. Titles and headings and sections herein are inserted for convenience of reference only, and are not intended to be part of or to affect the meaning or interpretation of this Bill of Lading. (f) If any provision of this Bill of Lading is held to be illegal, invalid, or unenforceable, in whole or in part, under any law compulsorily applicable to this Bill of Lading, by an authority of competent jurisdiction as set forth in this Bill of Lading, then such provision shall be amended by such authority only to the limited extent necessary to become legal, valid, and enforceable and no further, and all remaining provisions of this Bill of Lading shall remain legal, valid, and enforceable to the fullest extent. (h) Any ambiguous language in this Bill of Lading shall be interpreted according to its fair meaning and shall not be construed against the drafter.

**26. ILLEGAL TRAFFICKING.** The Merchant agrees to exercise the highest degree of care and diligence in order to prevent and detect the illegal trafficking of drugs, contraband, and other illegal goods. The Merchant warrants, and substances in the cargo and containers being transported. If drugs, contraband, and/or illegal goods, materials, narcotics and/or substances of whatever are located within the cargo or a container that Merchant or their agents should, then Merchant shall fully indemnify, defend, release and hold harmless the Carrier and its affiliates, and each of their respective owners, officers, directors, employees, contractors, representatives, shareholders, successors and assigns, from and against any and all claims, liabilities, losses, demands, litigation, damages, costs, fees, fines, penalties, and expenses arising therefrom and/or relating thereto.