

SHIPPER (COMPLETE NAME AND ADDRESS) AGRICOLA CERRO PRIETO SA RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA - PERU PERU CTC: MARLENE GALLARDO AYLLO PH: 51 1 6193900 / MGALLARDO@ACPAGRO.COM		BOOKING NO. PEU000341	BILL OF LADING NO. GWFCPEU000341	
CONSIGNEE (COMPLETE NAME AND ADDRESS) FRUITFACTOR B.V. BIESLOOKWEG 20, 2988 DE RIDDERKERK, THE NETHERLANDS EORI: NL853604915 CONTACT PERSON: MR. PAUL VAN DER GIJP *		FORWARDER / SHIPPER REFERENCE NO. CV# PENL2614002		
		FORWARDER		
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) R&M FORWARDING BV BIESLOOKWEG 20, 2988 DE RIDDERKERK, THE NETHERLANDS EORI NL814629593B01 CONTACT PERSON MR. PAUL VAN DER GIJP **		POINT AND COUNTRY OF ORIGIN PEPAI		
		EXPORT INSTRUCTIONS		
INITIAL CARRIAGE BY (MODE)	PLACE OF RECEIPT*	SERVICE CONTRACT NUMBER		
	PAITA (PORT)	SRR0005168		
VESSEL / VOYAGE	PORT OF LOADING	LOADING PIER/TERMINAL		
HALSTED/613/N	PAITA (PORT)			
PORT OF DISCHARGE	PLACE OF DELIVERY*	TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK)		
VLISSINGEN (PORT)	VLISSINGEN (PORT), NL	CY / CY		
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASURE
TEMU9599451 SEAL: 011LA290242 SEAL: 281347 SEAL: CBP5308395R SEAL: GWF4640395H SEAL: CSP7890390F SEAL: PQV0791334	1	40' HIGH CUBE REEFER CONTAINER SAID TO CONTAIN 5280 BOXES WITH FRESH AVOCADOS VARIETY ETTINGER-ZUTANO (5280 CAJAS CON PALTAS FRESCAS) VARIEDAD ETTINGER-ZUTANO FDA: 19265592090 GGN 4050373748586 P.A.: 0804.40.00.00 HS CODE: 080440 THERMOGRAPHS: PHT4NSK6H0 - VC7Q7448 - VC7Q72FF CO2:6% - O2: 4% FREIGHT COLLECT * PHONE # +31 180783900 FAX # +31 180783915 E-MAIL ADDRESS PAUL@FRUITFACTOR.NL ; WESSEL@FRUITFACTOR.NL ; IGNACIO@FRUITFACTOR.NL ; RAQUEL@FRUITFACTOR.NL ; INFO@FRUITFACTOR.NL ; INVOICE@FRUITFACTOR.NL	23810.000 KGS 52491.526 LBS	0.000 CBM
DECLARED VALUE \$		TEMPERATURE SET POINT		
(SEE CLAUSE 19 ON THE REVERSE SIDE OF THIS BILL OF LADING).				
FREIGHT		RECEIVED from the Merchant, in apparent good order and condition (unless otherwise noted), the number of packages or customary freight units set forth under the Carrier's Receipt above, to be transported hereunder to the Place of Delivery named herein (or, if not so named, to the Port of Discharge named herein) to the Consignee, holder of this Bill of Lading, or on-carrier. Such transport is subject to the terms and conditions on both sides of this Bill of Lading and to the terms and conditions of all the other documents issued by the Carrier in connection with such transport (including, if applicable, the Carrier's tariff), and the Merchant in accepting this Bill of Lading agrees to be bound by all such terms and conditions. The Shipper's Memorandum is not a term of this Bill of Lading but contains particulars furnished by the shipper solely for its use (including the description, weight and measurement of the goods said by the Shipper to be contained in the shipment), and the Carrier has no knowledge of and makes no representation as to the accuracy of any particulars in The Shipper's Memorandum To the extent that the definition of "package" on the front of this Bill of Lading contradicts or conflicts with the definition of "package" on the back of the Bill of Lading (i.e., terms and conditions), the latter shall supersede and prevail over the former.		
COLLECT FEE COC	120.00 C			
OCEAN FREIGHT OFR	4889.00 C			
TERMINAL HANDLIN THD	235.00 C			
TERMINAL HANDLIN THL	174.00 C			
ISPS - DESTINATI ISD	18.00 C			
EMERGENCY FUEL S EFS	350.00 C			
DELIVERY ORDER E DOE	61.00 C			
EMISSION TRADING ETS	319.00 C			
TOTAL COLLECT USD	6166.00			
		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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GREAT WHITE FLEET CORP.

INTERNATIONAL BILL OF LADING

SHIPPER (COMPLETE NAME AND ADDRESS) AGRICOLA CERRO PRIETO SA RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA - PERU PERU CTC: MARLENE GALLARDO AYLLON PH: 51 1 6193900 / MGALLARDO@ACPAGRO.COM		BOOKING NO. PEU000341	BILL OF LADING NO. GWFCPEU000341
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INITIAL CARRIAGE BY (MODE)		PLACE OF RECEIPT*	SERVICE CONTRACT NUMBER
VESSEL / VOYAGE HALSTED/613/N		PORT OF LOADING PAITA (PORT)	LOADING PIER/TERMINAL
PORT OF DISCHARGE VLISSINGEN (PORT)		PLACE OF DELIVERY*	TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK) CY / CY
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE	
MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT
		** PHONE # +31 180783900 FAX # +31 180783915 E-MAIL ADDRESS PAUL@FRUITFACTOR.NL ; WESSEL@FRUITFACTOR.NL ; IGNACIO@FRUITFACTOR.NL ; RAQUEL@FRUITFACTOR.NL TOTAL NUMBER OF BOX : 5280 TOTAL CARGO WEIGHT : 23810.000 KGS / 52491.526 LBS CONTAINER NO / EQPTYPE/ SET / VENT. / HUMIDITY / DRAINS / O2 / CO2 TEMU9599451 / 40HR / 6.5 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			
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.		
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VLISSINGEN (PORT)	VLISSINGEN (PORT), NL	CY / CY		
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MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASURE
<p>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."</p> <p>SHIPPED ON BOARD FREIGHT COLLECT</p>				
DECLARED VALUE \$		TEMPERATURE SET POINT		
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MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT
		** PHONE # +31 180783900 FAX # +31 180783915 E-MAIL ADDRESS PAUL@FRUITFACTOR.NL ; WESSEL@FRUITFACTOR.NL ; IGNACIO@FRUITFACTOR.NL ; RAQUEL@FRUITFACTOR.NL TOTAL NUMBER OF BOX : 5280 TOTAL CARGO WEIGHT : 23810.000 KGS / 52491.526 LBS CONTAINER NO / EQPTYPE/ SET / VENT. / HUMIDITY / DRAINS / O2 / CO2 TEMU9599451 / 40HR / 6.5 C / / / CLOSED / 4 / 6 CARRIAGE TERM: LINER TRANSPORT TERM: CY / CY	
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PORT OF DISCHARGE	PLACE OF DELIVERY*	TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK)		
VLISSINGEN (PORT)	VLISSINGEN (PORT), NL	CY / CY		
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASURE
TEMU9599451 SEAL: 011LA290242 SEAL: 281347 SEAL: CBP5308395R SEAL: GWF4640395H SEAL: CSP7890390F SEAL: PQV0791334	1	40' HIGH CUBE REEFER CONTAINER SAID TO CONTAIN 5280 BOXES WITH FRESH AVOCADOS VARIETY ETTINGER-ZUTANO (5280 CAJAS CON PALTAS FRESCAS) VARIEDAD ETTINGER-ZUTANO FDA: 19265592090 GGN 4050373748586 P.A.: 0804.40.00.00 HS CODE: 080440 THERMOGRAPHS: PHT4NSK6H0 - VC7Q7448 - VC7Q72FF CO2:6% - O2: 4% FREIGHT COLLECT * PHONE # +31 180783900 FAX # +31 180783915 E-MAIL ADDRESS PAUL@FRUITFACTOR.NL ; WESSEL@FRUITFACTOR.NL ; IGNACIO@FRUITFACTOR.NL ; RAQUEL@FRUITFACTOR.NL ; INFO@FRUITFACTOR.NL ; INVOICE@FRUITFACTOR.NL	23810.000 KGS 52491.526 LBS	0.000 CBM
DECLARED VALUE \$		TEMPERATURE SET POINT		
(SEE CLAUSE 19 ON THE REVERSE SIDE OF THIS BILL OF LADING).				
FREIGHT		RECEIVED from the Merchant, in apparent good order and condition (unless otherwise noted), the number of packages or customary freight units set forth under the Carrier's Receipt above, to be transported hereunder to the Place of Delivery named herein (or, if not so named, to the Port of Discharge named herein) to the Consignee, holder of this Bill of Lading, or on-carrier. Such transport is subject to the terms and conditions on both sides of this Bill of Lading and to the terms and conditions of all the other documents issued by the Carrier in connection with such transport (including, if applicable, the Carrier's tariff), and the Merchant in accepting this Bill of Lading agrees to be bound by all such terms and conditions. The Shipper's Memorandum is not a term of this Bill of Lading but contains particulars furnished by the shipper solely for its use (including the description, weight and measurement of the goods said by the Shipper to be contained in the shipment), and the Carrier has no knowledge of and makes no representation as to the accuracy of any particulars in The Shipper's Memorandum To the extent that the definition of "package" on the front of this Bill of Lading contradicts or conflicts with the definition of "package" on the back of the Bill of Lading (i.e., terms and conditions), the latter shall supersede and prevail over the former.		
COLLECT FEE COC	120.00 C			
OCEAN FREIGHT OFR	4889.00 C			
TERMINAL HANDLIN THD	235.00 C			
TERMINAL HANDLIN THL	174.00 C			
ISPS - DESTINATI ISD	18.00 C			
EMERGENCY FUEL S EFS	350.00 C			
DELIVERY ORDER E DOE	61.00 C			
EMISSION TRADING ETS	319.00 C			
TOTAL COLLECT USD	6166.00			
		IN WITNESS WHEREOF, the Carrier has signed <u>0/ZERO</u> originals Bills of Lading, all of the tenor and date, and if one is accomplished the others shall be void. DATED _____ SIGNATURE: _____ On Behalf of Carrier Great White Fleet Corp. Directly, or Through the Following Agent. NAME OF AGENT (IF ANY): _____		
*Applicable only where the place of receipt or delivery differs from the port of loading or discharge, respectively. GWF's Bill of Lading Terms and Conditions may be accessed at www.GreatWhiteFleet.com		04/04/2026 ANTWERP, BE		

GREAT WHITE FLEET CORP.

INTERNATIONAL BILL OF LADING

SHIPPER (COMPLETE NAME AND ADDRESS) AGRICOLA CERRO PRIETO SA RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA - PERU PERU CTC: MARLENE GALLARDO AYLLON PH: 51 1 6193900 / MGALLARDO@ACPAGRO.COM		BOOKING NO. PEU000341	BILL OF LADING NO. GWFCPEU000341
CONSIGNEE (COMPLETE NAME AND ADDRESS) FRUITFACTOR B.V. BIESLOOKWEG 20, 2988 DE RIDDERKERK, THE NETHERLANDS EORI: NL853604915 CONTACT PERSON: MR. PAUL VAN DER GIJP *		FORWARDER / SHIPPER REFERENCE NO. CV# PENL2614002	
		FORWARDER	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) R&M FORWARDING BV BIESLOOKWEG 20, 2988 DE RIDDERKERK, THE NETHERLANDS EORI NL814629593B01 CONTACT PERSON MR. PAUL VAN DER GIJP **		POINT AND COUNTRY OF ORIGIN PEPAI	
INITIAL CARRIAGE BY (MODE)		PLACE OF RECEIPT*	SERVICE CONTRACT NUMBER
VESSEL / VOYAGE HALSTED/613/N		PORT OF LOADING PAITA (PORT)	LOADING PIER/TERMINAL
PORT OF DISCHARGE VLISSINGEN (PORT)		PLACE OF DELIVERY*	TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK) CY / CY
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE	
MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT
		** PHONE # +31 180783900 FAX # +31 180783915 E-MAIL ADDRESS PAUL@FRUITFACTOR.NL ; WESSEL@FRUITFACTOR.NL ; IGNACIO@FRUITFACTOR.NL ; RAQUEL@FRUITFACTOR.NL TOTAL NUMBER OF BOX : 5280 TOTAL CARGO WEIGHT : 23810.000 KGS / 52491.526 LBS CONTAINER NO / EQPTYPE/ SET / VENT. / HUMIDITY / DRAINS / O2 / CO2 TEMU9599451 / 40HR / 6.5 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			
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.		
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		04/04/2026	ANTWERP, BE

SHIPPER (COMPLETE NAME AND ADDRESS) AGRICOLA CERRO PRIETO SA RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO LIMA - PERU PERU CTC: MARLENE GALLARDO AYLLO PH: 51 1 6193900 / MGALLARDO@ACPAGRO.COM		BOOKING NO. PEU000341	BILL OF LADING NO. GWFCPEU000341	
CONSIGNEE (COMPLETE NAME AND ADDRESS) FRUITFACTOR B.V. BIESLOOKWEG 20, 2988 DE RIDDERKERK, THE NETHERLANDS EORI: NL853604915 CONTACT PERSON: MR. PAUL VAN DER GIJP *		FORWARDER / SHIPPER REFERENCE NO. CV# PENL2614002		
		FORWARDER		
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) R&M FORWARDING BV BIESLOOKWEG 20, 2988 DE RIDDERKERK, THE NETHERLANDS EORI NL814629593B01 CONTACT PERSON MR. PAUL VAN DER GIJP **		POINT AND COUNTRY OF ORIGIN PEPAI		
		EXPORT INSTRUCTIONS		
INITIAL CARRIAGE BY (MODE)	PLACE OF RECEIPT*	SERVICE CONTRACT NUMBER		
	PAITA (PORT)	SRR0005168		
VESSEL / VOYAGE	PORT OF LOADING	LOADING PIER/TERMINAL		
HALSTED/613/N	PAITA (PORT)			
PORT OF DISCHARGE	PLACE OF DELIVERY*	TYPE OF MOVE (IF MIXED USE DESCRIPTION OF GOODS BLOCK)		
VLISSINGEN (PORT)	VLISSINGEN (PORT), NL	CY / CY		
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS / CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASURE
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).				
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		04/04/2026 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 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 Container unless provided for); (f) CONTAINER means a dry, refrigerated or tank container or trailer used to store or consolidate goods; (g) INLAND CARRIER means any inland trucker, bargeman, 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 under this 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 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. (l) ~~CARRIER'S LIABILITY FOR DAMAGE TO THE SHIPMENT THAT OCCURS WHILE THE SHIPMENT IS BEING TRANSPORTED BY THE MERCHANT OR THE MERCHANT'S SUBSIDIARY OR AFFILIATED PARTY~~ 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, 1936 (COGSA). (ii) If it is adjudged that any other legislation similar to the International Brussels Convention of 1924 as amended (the Hague Rules) compulsorily applies to the Shipment during Ocean Carriage, this Bill of Lading shall have effect subject to the provisions of such legislation, which shall be deemed to be incorporated herein to the extent compulsorily required; (b) Where the Carrier has possession and custody of the cargo during any time other than the Ocean Carriage, Carrier's liability shall be governed by COGSA, as amended by this Bill of Lading except with respect to road and rail transit between countries in Europe, where the Carrier's liability will be determined according to the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956, and during rail carriage between countries in Europe according to the International Agreement on Railway Transports (CIM) dated February 25, 1961.

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 "Shipper's load, stow and count", the Merchant acknowledges that the Carrier makes no representation as to the accuracy of the description, that the Carrier may not have scales or other means to verify the weight and/or contents of a Container supplied by the Merchant and that it may otherwise be impractical for the Carrier to determine the accuracy 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 specific 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 Carrier's delivering of the Shipment to the Carrier and the Shipment, 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 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 that stated on the other side of this 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, damages, expenses, claims, fines, penalties, and/or assessments of whatever nature arising from or in connection with the Merchant's breach of any of the warranties set forth in this clause, 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 or damage to the Shipment because of shifting, overloading or failure to properly package, store or secure 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 a prima facie evidence that the Containers were sound, clean and suitable for use and shall relieve Carrier of responsibility for any damage to goods carried resulting from the condition of the Container used. By delivering the Container to the Carrier, the Merchant warrants that the Shipment is in good order and condition, fit for transport, of even weight distribution, and otherwise properly packaged, stowed and secured in the Container, and that the Container is sound and seaworthy. Notwithstanding the foregoing, the Carrier at any time may, but is under no obligation to, inspect the Shipment and if, 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 and/or supervising any of the foregoing acts, the Carrier shall be acting as agent for the Merchant. All risk, loss, cost, expense and/or liability in connection with the Shipment shall be borne by the Merchant and the Merchant shall be responsible for the condition and use of the Container. (a) If a perishable Shipment requiring special temperature or climatic conditions is delivered to the Carrier not enclosed or stored in a refrigerated Container, the sole responsibility of the Carrier shall be to stow the Shipment in a refrigerated compartment or into a refrigerated Container and to set and monitor the thermosatic controls in accordance with the Merchant's instructions set forth on the other side of this Bill of Lading. (b) If a perishable Shipment in a Merchant or Carrier supplied refrigerated Container is delivered to the Carrier by the Merchant at the commencement of transport hereunder, whether at an Interior 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 5 degrees Fahrenheit of the Merchant's instructions stated on the other side of this Bill of Lading; and in no event shall the Carrier be required to maintain a temperature of less than minus 20 degrees Fahrenheit. (c) When the Merchant supplies the Container into which a Shipment is packed: (i) the Merchant warrants that the Container is in good working order; (ii) the Carrier shall have no liability or obligation except to monitor the Container's 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: (i) the Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature; (ii) the Carrier shall not be liable for loss 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 higher than the Carrier's temperature. (f) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (g) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (h) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (i) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (j) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (k) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (l) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (m) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (n) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (o) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (p) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (q) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (r) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (s) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (t) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (u) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (v) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (w) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (x) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (y) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (z) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service.

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 on deck 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 lost, 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 property of the Merchant or their principals. 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 for the freight, demurrage, additional freight, charges and expenses, and for the cost of the Container and other equipment in support of the Shipment pursuant to its terms of service. (a) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (b) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (c) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. (d) The Carrier allows a period of time for the use of the Container and other equipment in support of the Shipment pursuant to its terms of service. 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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 or threat of terrorism, act of foreign enemy, invasion, revolution, insurrection, coup, riot, civil commotion or unrest, hijacking, theft, commercial impracticability, change of law, regulation, tariff, governmental order or restriction or policy or curfew, quarantine, embargo, disturbance or demand or direction by 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 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 other events or circumstances outside of Carrier's reasonable control which impede Carrier's performance, or any other events or circumstances which have been identified as a force majeure event and impede Carrier's 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 not be considered to be in breach of this Tariff or Bill of Lading or any other agreement or set of rules pertaining to the Carrier, and any and all obligations of 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. 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Should any Force Majeure Event occur, the Carrier shall not be considered to be in breach of this Tariff or Bill of Lading or any other agreement or set of rules pertaining to the Carrier, and any and all obligations of 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 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