

BDP Transport Inc. – Bill of Lading

SHIPPER (Principal or Seller-licence and address) ECOSAC AGRICOLA S.A.C CAR. CHAPIRA NRO. S-N CAS. CHAPIRA (FRENTE AL CASERIO CHAPIRA) PIURA - PIURA - CATILLA TEL: 073-628605 RUC 20530184596		B/L Number PE1001021436	DATE OF ISSUE	
CONSIGNEE (Non-Negotiable unless consigned to order) LIMSON CANADA LTD. 11188 FEATHERSTONE WAY - UNIT 110 RICHMOND, BRITISH COLUMBIA V6W 1K9 E-MAIL: IMPORTS@LIMSONTRADING.COM P 616-530-3114		EXPORT REFERENCES PO112539 PO112539		
		FORWARDING AGENT (References) BDP INTERNATIONAL SAC AV. MARISCAL LA MAR 1120 OF 601 MIRAFLORES BDP Ref: PE1001021436 LIMA, PE PERU		
NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address) PSA BDP CANADA ULC #801 - 10 CARLSON COURT ETOBICOKE, ON M9W 6L2 CANADA IMPORTS.CANADA@BDPINT.COM		POINT AND COUNTRY OF ORIGIN TO OBTAIN CARGO, PLEASE CONTACT:		
	PLACE OF RECEIPT	NON-NEGOTIABLE		
EXPORT CARRIER (Vessel, voyage & flag) IRENES REMEDY 437N	PORT OF LOADING PAITA, PERU			
PORT OF DISCHARGE HALIFAX, NS	PLACE OF DELIVERY TORONTO, CANADA			
MARKS AND NUMBERS	NO of PKGS	DESCRIPTION OF PACKAGES & GOODS PARTICULARS FURNISHED BY SHIPPERS	GROSS WEIGHT	MEASUREMENT
		Number of Containers: 1 Said to contain: ..particulars as per attached specification ----- 1008 BOXES - 20.400,000/0,000 KG ----- ### Shipper Reference: PO112539 ### Customer PO Number: PO112539 ### BDP Reference: PE1001021436/nmanrique Shipper's load, stow and count Non hazardous cargo according to the IMDG Code EXPRESS BILL OF LADING FREIGHT COLLECT Movement type : FCL CARGO		

Limitation on Carrier's Liability/Shipper's Ad Valorem Option. The carrier shall in no event be or become liable for any loss of damage to or in connection with the transportation of the Goods in an amount exceeding US \$500 per package or customary freight unit or Container as provided on the reverse side hereof, unless the nature and value of such goods have been declared by the Shipper before shipment and inserted below in this Bill of Lading and the Carrier's ad valorem freight charge paid. Such declaration of value shall not, however, be conclusive on the purposes of the determining the extent of the Carrier's liability. If the Shipment desires to have a valuation in excess of said US \$500 per package or customary freight unit or Container or any other applicable limitation, the Shipper must so stipulate such value in this Bill of Lading below and such additional limit will be assumed by the Carrier only upon payment of the Carrier's ad valorem freight charge.

Declared Cargo Value US \$ _____.

FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS SUBJECT TO CORRECTIONS. THCO USD 100 MANEJO DE CARGA USD 100.00 + IGV TRANSMISION / P* USD 80.00 + IGV DOCUMENT FEE / P USD 65.00 + IGV	Received by the Carrier the Goods, Packages or Containers said to be as specified above and in apparent good order and condition unless otherwise stated, to be transported to such places as provided herein and subject to all the terms and conditions appearing on the front and reverse side of the Bill of Lading to which the Shipper agrees by accepting this Bill of Lading. The description and particulars as to the Goods, Packages and Containers and the weight, measures, quantity, conditions, contents and value thereof as stated above are furnished by the Shipper, and Carrier shall have no responsibility or liability regarding such information. See Paragraph 11 on the reverse side of this Bill of Lading as to overweight Packages and Paragraph 8 as to Dangerous Goods. IN WITNESS WHEREOF, _____ original Bills of Lading have been signed if not otherwise stated above, one of which being accomplished, the others, if any, to be void. If required by the Carrier, one (1) original Bill of Lading must be surrounded duly endorsed in exchange for the Goods or delivery order. DATED AT _____ By <u>BDP INTERNATIONAL AS AGENT FOR THE CARRIER BDP TRANSPORT INC.</u>
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1. DEFINITIONS:

"Carriage" means the whole of the operations and services undertaken or performed by the behalf of Carrier in respect of the Goods. "Carrier" means BDP Transport, LLC, 510 Walnut Street, Philadelphia, PA 19106, USA, and whose behalf this Bill of Lading has been signed.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America, as amended, approved on the 16th April 1936.

"COGWA" means the Carriage of Goods by Water Act of Canada, as amended, approved on 6th May 1933.

"Container" includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to transport Goods.

"Goods" means the cargo accepted from the Merchant and includes any Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the rules contained in the international Convention for the Unification of Certain Rules Relating to Bills of Lading, August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the protocol signed at Brussels on 23rd February 1968.

"Merchant" includes the shipper, consignee, consignor, holder of bill of lading or any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above mentioned Persons.

"Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Merchant or on its behalf, notwithstanding that the Merchant may have furnished a description of the contents of such sealed Container on this Bill of Lading.

"Person" includes an individual, a partnership, a body corporate or other entity.

"Ship" means the vessel named in this Bill of Lading, or any vessel of conveyance owned, contracted for, chartered or operated by Carrier or used by Carrier for the performance of this contract.

"Shipping Unit" includes the term "unit" as used in the Hague Rules and Hague-Visby Rules.

"Port-of-Port Shipment" means a Carriage pursuant to this Bill of Lading where only Ports are designated as the Place of Receipt and Port of Loading and the Place of Delivery and the Port of Discharge.

"Combined Transport" means the Carriage pursuant to this Bill of Lading where a specific "Place of Receipt" in addition to and different to the Port of Loading is designated on the face hereof and/or a specific "Place of Delivery" is designated in addition and different from the Port of Discharge.

2. CARRIER'S TARIFF: Goods carried under the Bill of Lading are subject to all the terms and conditions of tariffs on file with the Federal Maritime Commission, or any other regulatory agency which governs a particular portion of the Carriage, and the terms are incorporated herein as part of the terms and conditions of the Bill of Lading. Copies of Carrier's Tariffs may be obtained from Carrier or its agents upon request. In case of inconsistency between the Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. FREIGHT AND CHARGES: Freight may be calculated on the basis of the particulars of the Goods furnished by Merchant. In case Merchant's particulars are found to be erroneous and additional freight payable, the Merchant and Goods shall be liable for any expenses incurred for examining, weighing, measuring and valuing the Goods. Quotations as to fees, rates of duties, freight charges, insurance premiums or other charges given by Carrier unless the Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate. Freight and charges shall be deemed fully earned on receipt of Goods by Carrier and shall be paid and non-refundable in any event whether the freight be intended to be prepaid or collected at destination. Payment shall be in full and in cash in the currency named in this Bill of Lading, or another currency at Carrier's option, interest at 12% per annum from the date when freight and charges are due. If the services of the freight forwarder are used for this transportation those services shall be deemed to be performed as agent of Merchant and payment of freight to the freight forwarder is not payment to the Carrier. Full freight shall be paid on damaged or unsecured Goods. In any referral for collection or action against the Carrier for monies due to Carrier upon recovery by the Carrier the Merchant shall pay the expenses of collection or litigation, and the Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees levied on the Goods and Merchant agrees to reimburse Carrier for any and all advances made by Carrier in Carrier own discretion. Merchant shall be liable for return freight and charges on the Goods if they are refused export or import by any government. All Persons encompassed within the definition "Merchant" as provided in paragraph 1 of this Bill of Lading shall be jointly and severally liable for the payment of freight and charges and for the return of the Goods. All Persons encompassed within the definition "Merchant" as provided in paragraph 1 of this Bill of Lading shall jointly and severally indemnify the Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon the Carrier by reason of breach of the Merchant of any of the provisions of this Bill of Lading or any governmental, regulatory or regulatory authority.

4. MERCHANT'S RESPONSIBILITY:

A. Merchants warrants that in agreeing to the terms hereof he is, or is the agent of and has the authority of, the Person owning or entitled to the possessions of the Goods or any Person who has a present or future interest in the Goods.

B. The description and particulars of the Goods and packages set out on the face hereof are furnished by Merchant, and Merchant warrants that Carrier's opinion, interest and shall not be limited and shall include but not be limited to weight, measure, quantity, quality, condition, marks, numbers and value are correct and Merchant agrees that Carrier shall have no responsibility or liability with respect to such description and particulars and shall indemnify Carrier against all losses arising from any inaccuracy.

C. Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason off any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

D. Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. All cargo must be properly and sufficiently packaged to withstand damage due to normal handling in transit, including the rigors of an ocean voyage. Unprotected or insufficiently packed or protected cargo may be accepted by the Carrier for transportation at Merchant's risk of damage.

E. Merchant shall be liable for loss, damage, contamination, soiling, detention or demurrage before, during and after the carriage of property (including, but not limited to containers) of Carrier or any Person or vessel (other than Merchant) caused by Merchant or any Person acting on its behalf or for which Merchant is otherwise responsible.

F. Merchant shall defend, indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this paragraph or from any cause in connection with the Goods for which Carrier is not responsible, including without limitation in connection with attachments, seizures, executions, claims or other legal proceedings of any description against the Goods or any proceedings by way of interpleader or otherwise.

5. CARRIER'S RESPONSIBILITY:

A. **CLAUSE PARAMOUNT:** subject to paragraph 15 below, the liability (if any) of the Carrier in respect to the Goods whether the carriage is a port-to-port shipment or Combined Transport shall be as follows:

1. If any portion of the carriage is to or from the United States of America, carriage of Goods by Sea act of the United States (COGSA) shall apply and shall govern before loading and after discharge and during the entire time the Goods are in the custody of Carrier. All carriages under this bill of lading to or from Canada shall be subject to carriage of Goods by water act of Canada (COGWA).

2. In any trade that does not involve any carriage to or from the United States of America or Canada the Hague Rules (excluding article 9) shall apply except where the Hague-Visby Rules are compulsory applicable at the port of loading, in which case the Hague-Visby Rules shall apply. The applicable law shall govern before the Goods are loaded on and after they are discharged from the vessel, whether the Goods are carried on deck or under deck, and throughout the entire time the Goods are in the custody of the Carrier.

3. When carriage is by combined transport, Carrier's liability, if any, for loss or damage occurring during any stage of carriage, other than at sea or otherwise during any waterborne carriage, shall be governed by the provisions of any applicable international convention on national law. Should there be no such applicable convention or law or if it cannot be proven at which stage of the carriage the loss or damage occurred, the Hague Rules (excluding article 9) shall apply subject to paragraph B below.

4. Carrier shall be entitled to nothing in this Bill of Lading shall operate to deprive or reduce or such entitlement to full benefit of, and rights to all limitations of and exclusion from liability and all rights conferred or authorised by any applicable law, statute or regulation of any country and without prejudice to the generality of the foregoing also any law, statute or regulation available to the owner of the vessel(s) on which the Goods are carried.

5. When Carriage is a port-to-port shipment, Carrier shall be under no liability whatsoever for loss or damage to the Goods, however occurring, if such loss or damage arises prior to loading onto or subsequent to discharge from the vessel.

B. GENERAL PROVISIONS: 1. Delay, Consequential Loss: Save as otherwise provided herein, Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and however caused. Should Carrier nonetheless be held legally liable for any such direct or indirect losses or consequential damages, such liability shall not exceed the amount of the transport charges and the freight charges on the Goods. Carrier shall not be liable for any loss or damage arising from: (a) an act or omission of Merchant or Person acting on behalf of Merchant from whom Carrier took the Goods in charge; (b) compliance with the instructions of any Person authorized to give them; (c) handling, loading, storage or unloading of the Goods by or on behalf of the Merchant; (d) inherent vice of the Goods; (e) lack or insufficiency of or defective condition of the case or container in which the Goods were packed or the nature, size, weight or damage when not packed or when not properly packed; (f) insufficiency or inadequacy of marks or numbers on the Goods, coverings or unit loads; and (g) any Force Majeure circumstances as described in Paragraph 13. When any claims are paid to the Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against all others, including inland Carriers, on account of the losses or damages for which such claims are paid. 2. Package or Shipping Unit Limitation: Where COGSA or COGWA apply, the amount of loss (whether by its own force or agreement), or in case of Goods not shipped in Packages, per Shipping Unit unless the nature and value of the Goods higher than this amount has been declared in writing by Merchant before Carrier's receipt of the Goods and inserted in this Bill of Lading and any extra freight as paid. 3. Where COGSA does not apply, but where the Hague Rules or any legislation making such rules compulsorily applicable to this Bill of Lading apply, Carrier shall not, unless a declared value has been noted in accordance with (3) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation as laid down by such Rules or legislation. c. Where neither COGSA, the Hague Rules, any legislation applying such Rules, nor the Hague-Visby Rules is compulsorily applicable, Carrier's liability shall not exceed US\$500 per Package or Shipping Unit. d. Where a Container is packed by the Merchant or on its behalf and the Container is sealed when received by the Carrier for Shipment, the Carrier's liability will be limited to US\$500 per Container with respect to its contents, except when the Merchant declares the value on the face hereof and pays additional charges on such declared value. e. Carrier shall not be liable for an amount greater than the actual loss to the Person entitled to make the claim. 3. Ag. vatorem: Declared Value of Package or Shipping Unit: a. Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the Merchant before delivery to Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by Carrier, extra fee paid. In such case, if the actual value of Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value. b. The declared value, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value. b. The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to Merchant or at the place or time when they should have been so delivered or if there is no such price, according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time. 4. Designation of Package or Shipping Unit: Where a Container is used to consolidate Goods carried or packed by Carrier, the Contracting Parties or Shipping Unit shall be deemed to be the face of this Bill of Lading in the box provided shall be deemed the number of Packages or Shipping Units for the purpose of any limit of liability per Package or Shipping Unit.

6. CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PERSONS: A. Carrier shall be entitled to subcontract directly or indirectly all or part of the handling, carriage of the Goods and all duties undertaken by Carrier in relation to the Goods. Every servant or agent or subcontractor of Carrier shall be entitled to the same right, exemption from liability, defences and immunities to which Carrier is entitled and shall be deemed to be parties to the contract evidenced in this Bill of Lading.

B. Merchant shall defend, indemnify and hold harmless Carrier against any claim or liability, and any expense arising therefrom, arising from Carriage of the Goods insofar as such claim or liability exceeds Carrier's liability under this Bill of Lading.

C. Carrier is entitled to perform the transport in any reasonable manner and by any route including transshipments and may use any means of storage whatsoever. The Ship shall have the liberty to, at any time, adjust navigational instruments, make tria trips, dry dock, go to repair yards, shift berths, take in fuel or stores, make repairs, discharge or disembark any Persons, animals and cargo, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a diversion.

D. Carrier shall use reasonable endeavours to complete transport and to deliver the Goods at the place designated for the delivery. If at any time the performance of this contract in the opinion of the Carrier is or will be affected by any hindrance, risk, delay, difficulty or disturbance of any kind including strikes, lockouts, riots, civil disorders, social disturbances, ice or quarantine, Carrier has no duty to complete the performance of the contract. Under such circumstances Carrier, whether or not the transport is commenced, may without notice to the Merchant, elect to: (a) treat the performance of this contract as terminated and place the Goods at Merchant's disposal.

At any place Carrier shall deem safe and convenient, or (b) deliver the goods at the place of delivery. In any event, Carrier shall be entitled to full freight for any Goods received for the transportation and additional compensation for extra costs resulting from the circumstances referred to in this paragraph.

7. CONTAINERS: A. When Goods are not delivered to the Carrier in Containers, the Carrier may pack them in any type Container with other goods. The terms of this Bill of Lading shall govern the responsibility of Carrier in connection with or arising out of the supply of a Container to Merchant, whether supplied before or after the Goods are received by Carrier or delivered to Merchant. The Merchant indemnifies Carrier for any damage or injury to Persons or property caused by Carrier's Containers or other equipment delivered, supplied by or when in possession or control of the Merchant or its agents or subcontractors or by or on behalf of the Merchant. Merchant undertakes to return such Containers and other equipment to Carrier within the time provided for in Carrier's applicable tariff, otherwise Merchant shall pay Carrier for the demurrage or detention charges incurred by the Containers or other equipment.

B. Where Carrier delivers the Goods already packed into Containers, this Bill of Lading is prima facie evidence of the stated number of Containers set forth on the face hereof, and that number only. Carrier accepts no responsibility and shall have no liability with respect the order and the condition of the contents of the Containers. Merchant warrants that the cargo storage and the seals of the Containers are safe and proper and suitable for handling and Carriage. Delivery shall be deemed as full and complete when the Containers are delivered by the Carrier with their seals intact. Carrier has the right, but is under no obligation, to open and inspect the Containers or Packages at any time without notice to the Merchant, and expenses resulting from such inspection shall be borne by the Merchant. The Merchant shall inspect Containers before using them and the use of the Containers shall be prima facie evidence of their being sound and suitable for use.

C. If a Container has been packed by the Goods already packed into Containers, this Bill of Lading is prima facie evidence of the stated number of Containers set forth on the face hereof, and that number only. Carrier accepts no responsibility and shall have no liability with respect the order and the condition of the contents of the Containers. Merchant warrants that the cargo storage and the seals of the Containers are safe and proper and suitable for handling and Carriage. Delivery shall be deemed as full and complete when the Containers are delivered by the Carrier with their seals intact. Carrier has the right, but is under no obligation, to open and inspect the Containers or Packages at any time without notice to the Merchant, and expenses resulting from such inspection shall be borne by the Merchant. The Merchant shall inspect Containers before using them and the use of the Containers shall be prima facie evidence of their being sound and suitable for use.

D. Where Carrier is required to provide a Container in the absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.

8. DANGEROUS GOODS: Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In its application, Merchant must describe the Goods with reasonable specificity and state the name and address of shippers and consignees. The Carrier shall be liable for loss or damage to the Goods, but not for Merchant's liability and permanently mark the nature of the Goods on the outside of the Package and Container as required by law or regulation and shall submit to the Carrier or appropriate authorities all necessary documents required by law or by Carrier for the transportation of such Goods. Should the Goods later become a danger to Carrier, Ship, or other cargo, as determined by the Carrier, Carrier may destroy, abandon, render harmless or otherwise dispose of such Goods without liability and without compensation to Merchant, and Carrier and Merchant shall be jointly and severally liable for all expenses incurred by Carrier and indemnify and hold Carrier harmless from all direct and consequential damages whatsoever attributable to or arising out of the transport of dangerous, hazardous or restricted articles.

9. PERSHABLE CARGO: Goods of perishable nature shall be carried in ordinary Containers without special protection services or otherwise. If the Goods are packed in a Container under this Bill of Lading the Goods will be carried in a refrigerated, heated, electrically ventilated, or otherwise specially equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier. In case of refrigerated Containers, the Carrier shall be liable for loss or damage to the Goods if the Merchant has undertaken that the Goods have been properly stored in the Container and that the thermostatic controls have been adequately set before receipt of the Goods by the Carrier. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than the required temperature. If the above requirements are not complied with, the Carrier shall not be liable for any loss of damage to the Goods whatsoever. Carrier shall not be held liable for damage or loss to Goods from defects, faults, break down, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container used to transport the Goods not owned by the Carrier.

10. DECK CARGO AND CONTAINERIZATION: Merchant and Carrier agree that Carrier has the right to carry the Goods in any Container, whether on deck or under deck, without notice to the Carrier, and such stowage shall not be considered a deviation. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading. When it is common practice in a particular trade, or if the cargo is stowed in Containers, Merchant and Carrier agree that the Carrier is entitled to carry the Goods on deck. Any Goods so carried shall constitute under deck stowage for all purposes including the General Average, COGSA, COGWA, Hague, and Hague-Visby Rules. Except where otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage to the Goods if the Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to Goods carried on deck, regardless of the cause.

11. HEAVY LIFT AND OVERWEIGHT PACKAGES: Single Packages with a weight exceeding 2,240 pounds gross not presented to Carrier in advance of shipment must be declared in writing by Merchant before receipt of the Packages by Carrier. The weight of such Packages must be clearly and legibly marked on the outside of the Packages in letters and figures not less than two inches high. If Merchant fails to comply, Carrier shall not be liable for any loss or damage to the Goods, Persons or property resulting from such failure. Merchant agrees to comply with all the laws or regulations applicable to overweight Containers during the Carriage. Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with this section.

12. DELIVERY: Carrier shall have the right to deliver the Goods, or part thereof, at any time at any port or place (whether or not named on the face hereof) and store the Goods at such port or place at the sole risk and expense of the Merchant. Any mention on the face of this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder. The Carrier's responsibility shall cease upon delivery or other disposition of the Goods in accordance with applicable governmental authority. If, after discharge and notice, the Goods to Merchant, and at Carrier's option, may be stored in the open or under cover at the Merchant's expense. Should the Goods remain unclaimed, or whenever in the Carrier's opinion they become deteriorated, decayed or worthless, the Carrier shall be subject to its lien without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant. The Carrier may receive Goods in less than full Container load amounts and may, in its sole discretion, repack, transport, and deliver the Goods as Full Container Loads. In such instance, the Carrier shall not be liable to Merchant for any damages or costs attributable to such action or any revenues or contributions received, but the Carrier may be invoked by Carrier for any purposes whatsoever, whether or not connected with Carriage of the Goods. Anything done in accordance with this paragraph or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

13. FORCE MAJEURE CLAUSE: Without prejudice to any rights or privileges of the Carrier under the Bill of Lading or under applicable regulations of any governmental authority pertaining thereto, or any other official interference with commercial intercourse arising from the actions and conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding bookings or contract of Carriage or to increase the rates if in conformity with the provisions of the Shipping Act 1964. In addition, Carrier shall not be liable for any loss, delay, damage or liability caused by circumstances beyond its control, including without limitation, acts of God, weather conditions, perils of the sea, mechanical problems or any of the circumstances referenced in the preceding sentence.

14. DEFAULT PROVISIONS: In the event of any breach of contract and/or default of payment by Merchant for services provided by the Carrier, then Carrier shall be entitled to any and all remedies available by law or in equity. Additionally, should said breached or defaulted account(s) of Merchant be referred for collection, Merchant, in addition to the amounts owing shall pay: (a) interest as provided in paragraph 3 above; (b) Carrier's actual attorney's fees and costs; and (c) any incurred in connection with seeking legal action for the purpose of collecting amounts due carrier for services rendered.

15. NOTICE OF CLAIM AND TIME BAR: Written notice of claims for loss or damage to the Goods occurring or presumed to have occurred while in the custody or control of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery of the Goods to the consignee. If the carrier is notified of the damage in writing, the carrier shall have three (3) days of delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought in the United States District Court for the Eastern District of Pennsylvania within twelve (12) months after applicable international convention or law which shall apply. The time bar for over charge claims shall be the shorter of that set forth in Carrier's tariff or thirty-six (36) months and of legal effect under the laws of the country having jurisdiction over this contract.

16. LIEN: The Carrier shall have a general lien on any and all property (and accessories relating thereto) of the Merchant in its possession, custody or control or on route for all claims or charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant including all charges applicable to past shipments and general average contributions and if such claim remains unsatisfied for 30 days after demand for its payment is made, the Carrier may sell at public auction or private sale upon 10 days written notice, registered mail to the Merchant the Goods, wares, and/or merchandise or so much as may be necessary to satisfy such lien, and the costs including attorneys fees of recovering the same and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sale.

17. LAW AND JURISDICTION: This Bill of Lading shall be construed according to the laws of the United States and the State of Pennsylvania and the Merchant agrees that any suits against the carrier shall be brought in the United States District Court for the Eastern District of Pennsylvania. Carrier reserves the right to bring suit against the Merchant at Merchant's domicile. Each party shall bear their own legal fees and related charges and expenses incurred relating to any lawsuit and litigation.

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

19. GENERAL AVERAGE: General Average may be adjusted at any port or place at the Carrier's option and settled according to the York-Antwerp Rules 1974 and may cover all Goods whether carried on or under deck. The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection. Such security, including a cash deposit as the Carrier may deem sufficient to cover the contribution of the Goods and any cargo and special average thereon shall be submitted to the Carrier prior to the delivery of the Goods. Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to Merchant.

20. BOTH-TO-BLAME COLLISION CLAUSE: If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner, charterer or Person responsible for the non-carrying vessel or object, Merchant undertakes to defend, indemnify and hold harmless Carrier against all claims by or liability to (and any expenses arising therefrom) any vessel or Person in respect of any loss of, or damage to, or any claim whatsoever of Merchant paid or payable to Merchant by the non-carrying vessel or object or the owner, charterer of, or Person responsible for the non-carrying vessel or object and set off, recouped or recovered by such vessel or object or Person.

21. VARIATION OF THE CONTRACT/ No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by a director or officer of Carrier who has the actual authority of Carrier to so waive or vary.

22. CLAIMS IN TORT: No defence or limitation of liability provided for in these terms, and conditions shall apply in any action against the Carrier for loss or damages to Goods whether the action be founded in contract or in tort.

23. U.S. EXPORTS: Where applicable, Merchant represents that these commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

A FULL SIZE PRINTED VERSION IS OBTAINABLE FROM THE CARRIER UPON REQUEST.

Attachment to BL PE1001021436

Vessel : IRENES REMEDY Voyage No : 437N
Port of Loading : PAITA, PERU
Port of Discharge : HALIFAX, NS
Place of Delivery : TORONTO, CANADA
BDP Reference : PE1001021436/nmanrique

Marks and Nos	Number and kind of packages; description of goods	Gross/Net weight (kg)	Measurement (cbm)
UACU3602713 003PL033675 HLG6823376 002AQ031904	1008 BOXES LOADED INTO 1 20' CONTAINER(S) PIMIENTO EN CONSERVA 1008 BOXES (6/A-10 (108OZ) RED WHOLE ROASTED PEPPERS TAVOLINI BRAND ITEM 1123862) 1008 CAJAS CON 06 LATAS C/U, CONSERVA PIMIENTO MORRON ROJO ASADO ENTERO CAJA 108 OZ X 6 TAVOLINI PO. 112539 FCE 13636 FDA 10634398170 FREIGHT COLLECT HS Code: 200599	20.400,000/0,000	0,000 CBM

1008 BOXES - 20.400,000/0,000 KG

Cnt Nr	Seal	Cnt Type	Gross Weight	Net Weight	Measurement
UACU3602713	003PL033675 HLG6823376 002AQ031904	20' CONTAINER(S)	20.400,000	0,000	0,000 CBM