

COMPAGNIE MARITIME MARFRET

BILL OF LADING
FOR EITHER COMBINED TRANSPORT
OR PORT TO PORT SHIPMENT

SHIPPER/EXPORT SAFRESKO PERU S.A. 20136222725 AV. EL DERBY NRO 055 TORRE1, PISO 7, SANTIAGO DE SURCO - LIMA - PERÚ Cristian Cerna - Solange Saldaña 7307300		DOCUMENT NO. BK24139175
CONSIGNEE TROPIC FRUIT SARL TROPIC FRUIT SARL DIRECCIÓN : BRAGELOGNE 97118 SAINT-FRANCOIS GUADELOUPE CONTACTO : M. HIRA JOSÉ CORREO : TROPIC.FRUIT@WANADOO.FR CEL : 06 90 35 23 17 - WHATSAPP : + 590 690 35 23 17		EXPORT REFERENCES BL24136673 SC2410588
NOTIFY PARTY TROPIC FRUIT SARL DIRECCIÓN : BRAGELOGNE 97118 SAINT-FRANCOIS GUADELOUPE CONTACTO : M. HIRA JOSÉ CORREO : TROPIC.FRUIT@WANADOO.FR CEL : 06 90 35 23 17 - WHATSAPP : + 590 690 35 23 17		FORWARDING AGENT - REFERENCES
PIER/TERMINAL TPE TERMINAL PORTUARIO		POINT AND COUNTRY OF ORIGIN PERU
VESSEL VOY CMA CGM EXCELLENCE 2405134N		DOMESTIC ROUTING/EXPORT INSTRUCTIONS THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED SEA WAYBILL NOT NEGOTIABLE
PORT OF DISCHARGE Pointe-à-Pitre		
PLACE OF RECEIPT*	PORT OF LOADING Paita	
PLACE OF DELIVERY		

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
45R1 TLLU1051776 SEAL: 0207843 SEAL: H29835J	2296	1 X 40' High Cube Reefer Container(s) S.T.C.: BOXES WITH FRESH MANDARINS TANGO VARIETY (2296 CAJAS CON MANDARINA FRESCA VARIEDAD TANGO) HS CODE: 0805.29.90.00 THERMOGRAPS: EFQ235114461 - EFQ235114462 TEMPERATURE: 5°C VENTILATION: 15 CBM/HR HUMIDITY: OFF COLD TREATMENT FREIGHT COLLECT	CARGO: 25,460.000kg TARE: 4,420.000kg GROSS: 29,880.000kg 65,874.046lbs	
Set Point: 5.0C Ventilation: 15.0CBM/h				

SHIPPER'S DECLARED VALUE

*APPLICABLE ONLY WHEN USED FOR COMBINED/THROUGH TRANSPORT.

Received by **Marfret** for shipment by ocean vessel, between Port of Loading and Port of Discharge, and for arrangement or procurement of precarriage from Place of Receipt and/or on carriage to Place of Delivery as indicated above, the Goods as specified above in apparent good order and condition unless otherwise stated. It is further agreed that the Goods stowed in Containers may be carried on deck or under deck without notice.
The receipt, custody, carriage, delivery and transshipping of the goods or containers or other packages are subject to the terms appearing on the face and back hereof in addition to Carrier's applicable tariff.
In witness whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished, the others to be void.
All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to such action.

FOR THE CARRIER

By _____

Dated at **Paita****07/31/2024**B/L No. **MFUSBL24136673** Month Day Year

OCEAN FREIGHT CHARGED ON	PREPAID	COLLECT
USD Bunker Adjustment Factor		1,152.00
EUR DOC fees POD		40.00
USD EU ETS		70.00
USD Sea Freight		4,373.00
USD Handling fees -		75.00
EUR Informatique portuaire		5.00
EUR Terminal ISPS POD		6.00
EUR MAD / Pick up POD		126.00
EUR THC Port of Discharge		388.00
USD THC Port of Loading		110.00
TOTAL CHARGES	EUR USD	565.00 5,780.00

CONDITIONS OF CARRIAGE

1. Definition
Carrier - means the party named on the face of this document and on whose behalf this Bill of Lading has been signed.
Merchant - includes the Shipper, Receiver, Consignor, Consignee of the Goods, any person owning or entitled to the possession of the Goods of this Bill of Lading...

4. Attention is drawn to the Carriers applicable conditions for Container and vehicle demurrage which may be obtained from the Carrier or his Agents.
5. All unpaid freight and charges shall be paid without any set-off, counter-claim or stay of execution before delivery of the goods.
6. Holder or consignee of this Bill of Lading shall be liable to the Carrier for the payment of all freight charges and demurrages and for the performance of the obligation of the contract evidenced by this Bill of Lading.

2. Warranty
The Merchant warrants that in the agreeing to the terms hereof he, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

15. Lien
The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to be recovered due and for the cost of recovering the same and for the purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

3. Subcontracting and Indemnity
The Carrier shall be entitled to sub-contract the carriage on any terms whatsoever. It is hereby expressly agreed that no servant or agent of the carrier (including independent contractors) shall be liable to the carrier or to the consignee or penalized by the carrier under any liability whatsoever to the shipper, consignee or owner of the goods...

16. Deck Cargo and Livestock
The Goods to be carried in containers other than flats or panels which are stated herein to be carried on deck and livestock whether or not carried on deck, are carried cargo subject to responsibility on the part of the Carrier for loss or damage of whatsoever nature whether caused by unseaworthiness or negligence or any other cause whatsoever.

4. Paramount Clause
This agreement is governed either by the French law of the 18/06/1966 and relevant edicts, or the International Convention for the Unification of Certain Rules relating to Bills of Lading of August 25th 1924, as amended by the protocol signed at Brussels on 23rd February 1968, but only to the extent and on the occasion that such rules are mandatory and in the absence of derogating terms and stipulations which would be deemed null and void only if, and to the extent that, they should be prohibited in whole or in part by the applicable law.

17. Motor Vehicles
Privately owned vehicles (automobiles, trucks, motorcycles, scooters) shall not be accepted unless insured.
Vehicles loaded by the roll-on/roll-off process shall be parked on board by their operator and/or owner who therefore accepts full responsibility for any damages to the goods or to the vessel or to the crew, passengers, cargo and to third parties, arising out of mishandling.

5. Carrier's Responsibility, Modalities and Limitations of Indemnity - Port to Port Shipment
Period of liability:
The carrier is deemed to take possession of the goods on loading on the vessel and to deliver same on discharge from the vessel and the carrier shall not be liable for loss or damage to the goods during the period before loading or after discharge from the housewife such loss or damage arises.

18. Refrigerated vehicles and containers
The carrier accepts no responsibility for damages sustained by the cargo arising out of defects or breakdowns on the container refrigerating unit, accessories and/or thermostat, if the carrier should provide electric power to the vehicles refrigerating systems the carrier's obligations shall be limited to supplying power at a voltage and frequency consistent with the E.E.C. specifications, while the shipper shall be responsible for ensuring that the voltage available on start-up is consistent with that required.

6. Carrier's Responsibility, Modalities and Limitations of Indemnity - Combined Shipment
Period of liability:
Where the transit of goods is provided for hereunder and includes at least two means of conveyance, notwithstanding the provisions provided for under article 4 and any contrary established custom, the carrier's liability is strictly limited to the carriage by sea only and the carrier does not incur any liability whatsoever in respect of carriage by other carrier.

19. Options
Notwithstanding any custom of the port, regulations or conventions, and even prior to declaring the vessel en route to the customs and/or complying with any customs or other formalities, the Master and Owner shall have the right to load, discharge, tranship, the cargo or have it transhipped to barges, lighters, boats, or other craft, subject to the cargo being discharged on quay, into bonded stores, agents' warehouses or other bonded premises, and consequently, the carrier shall not be liable for any damage or loss occurred to the said any damage resulting therefrom either to the vessel or to both the vessel and any third party to be for the account of the shipper.

7. Special provisions
1 - Notice of loss/damage
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods, indicating that such exemption from liability shall apply, is received by the Carrier or its representative at the place of delivery thereof under this Bill of Lading or, if the loss or damage is apparent, within three consecutive days thereafter.

20. Methods and route of transportation
The carrier may at any time and without notice to the Merchant:
(a) use any means of transport or storage whatsoever
(b) permit the Goods to be transported or stored including but not limited to transhipping or carrying the same on another vessel than that named on the face hereof by any other means of transport whatsoever.

8. Sundry liability provisions
1. Delay
The carrier does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time to meet any particular market or use. The Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay.

21. Matters affecting performance
If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the liability of the Goods solely properly by the carrier and his servants) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for carriage) the Carrier (whether or not the Carriage is commenced) may either:

9. Shipper-packed Containers
If a container has not been packed for or on behalf of the Carrier:
(a) The Carrier shall not be liable for loss of or damage to the Goods caused by:
(i) the manner in which the Container has been packed
(ii) the unsuitability of the Goods for carriage in Containers or

22. Dangerous Goods
(1) No Goods which are or may become dangerous, inflammable or damaging (including radioactive materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for carriage unless the carrier has expressly consented in writing and without any limitation of liability to the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and the character of any such articles and to comply with any applicable laws, regulations or requirements, if any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the carrier the goods are or are likely to become a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned or otherwise dealt with without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

10. Inspection of Goods
The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time to inspect the Goods, if by order of any authority at any place, the goods have to be unpacked from the containers to be inspected, the Carrier will not be liable for any loss or damage incurred during such unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of unpacking, inspection and repacking from the Merchant. If it appears that the goods have lost their value, then the Carrier shall be entitled, with the agreement of the Merchant to destroy such goods, and all expenses and costs incurred shall be paid by the Merchant.

23. Notification and delivery
Any item transmitted to the Carrier for forwarding for the parties to be notified by 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.
(2) Where the Carriage called for by this Bill of Lading is a Port to Port shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice to the Merchant at any place or at any wharf, or at any place, or at any time, and at any time, and without liability of the Carrier or any part thereof to the Goods or that part thereof discharged as aforesaid shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall be for the account of the Merchant.

11. Carriage affected by conditions of Goods
If it appears at any time that the Goods or any part thereof cannot safely or properly be carried further, either all or part without incurring any additional expense, the Carrier may, by means of a written notice, require the Merchant to take such steps as may be necessary to ensure that the Goods or any part thereof, are abandoned, the Carriage and/or store the same ashore or afloat under shelter or not at any place which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

24. Both-to-blame collision
If the (carrying) ship comes in collision with another ship as a result of the negligence of the other ship and any act, neglect, or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier as trustee for the owner and/or demise charterer of the carrying ship a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owners or to the Merchant and set-off, recovered or recovered by the other or non-carrying ship or her owners or as part of their claim against the carrying ship or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply whether the owners, operators or those in charge of any ship or objects, other than the carrying ship or objects, are at fault in respect of collision, contact, stranding or other accident.

12. Description of Goods
No representation is made by the Carrier to the benefit of the contents, measure, quantity, quality, description, condition, marks, numbers or values of Goods and the carrier does not accept any responsibility whatsoever in respect of such description or particulars.

25. General average
(1) In the event of accident, damage, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods.
(2) General Average shall be adjusted in Marseille, in accordance with the 1974 YORK-ANTWERP rules, by one General Average Adjuster or more appointed by the Carrier without legal formalities.

13. Shipper/Merchant's responsibility
1. The shipper warrants to the Carrier that the particulars relating to the Goods as set out hereover have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are adequate and correct.
2. The Shipper shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars and from any other cause in connection with the Goods which would have been due on the actual weight, quantity, volume or value of liquidated damages, any particular provisions of the shipping conferences notwithstanding.

26. Variation of the contract
No servant or agent of the carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

14. Freight and Charges
Freight shall be charged by weight, volume ad valorem, or by numbers at the Owner's option and, in all cases, payable in currency stipulated in the Bill of Lading. Any goods which on inspection should be found of a different nature, or of a larger weight, volume or value than declared by the Shipper on the Bill of Lading shall entitle the carrier to claim double freight or double payment of freight and charges on the actual weight, quantity, volume or value of liquidated damages, any particular provisions of the shipping conferences notwithstanding.

27. Validity
In the event that anything herein contained is inconsistent with any applicable international convention or national law, which cannot be departed from by private contract, the provisions hereof shall, to the extent of such inconsistency, but no further, be null and void.

15. Freight and Charges (continued)
1. Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid, non-returnable in any event.
2. Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid, non-returnable in any event.
3. The Merchant's attention is drawn to the stipulation concerning currency in which the freight and the charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the Bill of Lading and that the corresponding amounts shall be automatically and immediately increased equivalent to the extent of the said devaluation.

28. Law and jurisdiction
Except as specifically provided elsewhere herein, French law shall apply to the terms and conditions of this Bill of Lading and French law shall also be applied in interpreting the terms and conditions hereof.

16. Freight and Charges (continued)
3. The Freight has been calculated on the basis of detailed information furnished by or on behalf of the shipper. The Carrier may at any time open any Container or any other package of Unit in order to reweigh, remeasure or revalue the contents, and if the detailed information provided by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to double the correct Freight less the freight charges shall be payable liquidated damage to the Carrier.

COMPAGNIE MARITIME MARFRET

BILL OF LADING
FOR EITHER COMBINED TRANSPORT
OR PORT TO PORT SHIPMENT

SHIPPER/EXPORT SAFRESCO PERU S.A. 20136222725 AV. EL DERBY NRO 055 TORRE1, PISO 7, SANTIAGO DE SURCO - LIMA - PERÚ Cristian Cerna - Solange Saldaña 7307300		DOCUMENT NO. BK24139175	
		EXPORT REFERENCES BL24136673 SC2410588	
CONSIGNEE TROPIC FRUIT SARL TROPIC FRUIT SARL DIRECCIÓN : BRAGELOGNE 97118 SAINT-FRANCOIS GUADELOUPE CONTACTO : M. HIRA JOSÉ CORREO : TROPIC.FRUIT@WANADOO.FR CEL : 06 90 35 23 17 - WHATSAPP : + 590 690 35 23 17		FORWARDING AGENT - REFERENCES	
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NOTIFY PARTY TROPIC FRUIT SARL DIRECCIÓN : BRAGELOGNE 97118 SAINT-FRANCOIS GUADELOUPE CONTACTO : M. HIRA JOSÉ CORREO : TROPIC.FRUIT@WANADOO.FR CEL : 06 90 35 23 17 - WHATSAPP : + 590 690 35 23 17		DOMESTIC ROUTING/EXPORT INSTRUCTIONS THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED	
PIER/TERMINAL TPE TERMINAL PORTUARIO	PLACE OF RECEIPT*	<p style="text-align: center;">SEA WAYBILL NOT NEGOTIABLE</p>	
VESSEL VOY CMA CGM EXCELLENCE 2405134N	PORT OF LOADING Païta		
PORT OF DISCHARGE Pointe-à-Pitre	PLACE OF DELIVERY		

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
<p><i>For the purpose of this document the words bill of lading, wherever and whensoever they appear in the terms of the Carrier's bill of lading shall be substituted by the word Seawaybill. This seawaybill is not a document of title of goods. The Carrier is authorised to deliver the cargo to the consignee on production of proof of his identity. The shipper declares he irrevocably transfers to the consignee the right of control of the cargo during the carriage starting from the moment the Carrier becomes liable for said cargo.</i></p>				
			Total Containers: 1 Total Weight of Cargo: 25,460.000 kg Total Tare: 4,420.000 kg Total Gross Weight: 29,880.000 kg	

SHIPPER'S DECLARED VALUE

*APPLICABLE ONLY WHEN USED FOR COMBINED/THROUGH TRANSPORT.

Received by **Marfret** for shipment by ocean vessel, between Port of Loading and Port of Discharge, and for arrangement or procurement of pre-carriage from Place of Receipt and/or on carriage to Place of Delivery as indicated above, the Goods as specified above in apparent good order and condition unless otherwise stated. It is further agreed that the Goods stowed in Containers may be carried on deck or under deck without notice.

The receipt, custody, carriage, delivery and transshipping of the goods or containers or other packages are subject to the terms appearing on the face and back hereof in addition to Carrier's applicable tariff.

In witness whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished, the others to be void.

All actions against Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to such action.

FOR THE CARRIER

By _____

Dated at Païta

07/31/2024

B/L No. MFUSBL24136673 Month Day Year

OCEAN FREIGHT CHARGED ON	PREPAID	COLLECT
TOTAL CHARGES		

CONDITIONS OF CARRIAGE

Art 1 - Definition

- Carrier - means the party named on the face of this document and on whose behalf this Bill of Lading has been signed. In the case of Combined Transport - Carrier means the party named on the face of this document and on whose behalf this Bill of Lading has been signed.
- Merchant - includes the Shipper, Receiver, Consignor, Consignee of the Goods, any person owning or entitled to the possession of the Goods of this Bill of Lading, the holder of any document (including this document) evidencing the contract of carriage and any person acting on behalf of any of the aforementioned.
- Holder - means any person in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consigning of the Goods or the endorsement of this Bill of Lading otherwise.
- Goods - means the cargo received from the Shipper and includes any Container not supplied by or on behalf of the Carrier as well as the contents of such Container.
- Container - includes any container trailer, transportable tank, flat or pallet or any similar article of transport used to consolidate goods.
- Cargo - means the whole of the operations and services undertaken by the Carrier in the respect of the Goods.
- Port to Port Shipment - arises when the Place of Receipt and the Place of Delivery are indicated on the face hereof.
- Freight - includes all charges payable to the Carrier in accordance with the applicable Tariff.
- Package - includes any unit or individual article of cargo which may be made or employed in the performance of this contract.
- Package or Unit - per individual Package if the goods are packed, per Block Unit if the goods are not packed.

Art 2 - Warranty

The Merchant warrants that in the agreeing to the terms hereof he, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

Art 3 - Subcontracting and Indemnity

The Carrier shall be entitled to sub-contract the carriage on any terms whatsoever. It is hereby expressly agreed that no servant or agent of the carrier (including independent contractors) shall be liable to the carrier or to the Merchant or to the Shipper or to the Receiver or to the Consignor or to the Consignee or to the shipper, consignee or owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the part of any such servant or agent in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions, the carrier shall be entitled to sub-contract the carriage on any terms whatsoever and shall be entitled to indemnify himself and his servants or agents from and against all claims, damages or expenses arising out of or in connection with the carriage of the goods by or on behalf of the carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect every servant or agent of the carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the carrier or its shall be deemed to be acting as a servant or agent of the carrier, every servant or agent of the carrier or its shall be deemed to be acting as a servant or agent of the carrier (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in evidence by this Bill of Lading.

Art 4 - Paramount Clause

This agreement is governed either by the French law of the 18/06/1966 and relevant edicts, or the International Convention for the Unification of Certain Rules relating to Bills of Lading of August 25th 1924, as amended by the protocol signed at Brussels on 23rd February 1968, but only to the extent and on the occasion that such rules are mandatory and in the absence of any derogating terms and stipulations which would be deemed null and void only if, and to the extent that, they should be prohibited in whole or in part by the applicable law.

None of the rights, limitations and liability exceeding pursuant to the above law, edicts, convention and rules are waived by the Owner.

The Carrier and the Merchant, by their signature on this Bill of Lading, acknowledge and accept the terms and conditions hereof, printed, stamped or hand-written on the front page or overleaf thereof, notwithstanding any local law and established custom providing otherwise.

The said clauses and conditions of the B/L shall be considered as binding on the Bill of Lading holder even though the B/L is not signed by the shipper.

Art 5 - Carrier's Responsibility, Modalities and Limitations of Indemnity - Port to Port Shipment

- Period of Liability: The Carrier shall be deemed to take possession of the goods on loading on the vessel and to deliver same on discharge from the vessel and the carrier shall not be liable for loss or damage to the goods during the period before loading or after discharge from the howsoever such loss or damage arises.
- a) Loading shall be deemed to have commenced when the goods are connected with the tackle alongside the vessel, and discharge shall be deemed to have commenced when the goods are disconnected from the tackle alongside the vessel.
- b) For the operation of handling, stowage, loading or unloading carried out before loading or after discharge from the vessel, the stevedore and/or ship agent are deemed to act on behalf of the merchant even if they were chosen by the carrier, in particular, when these operations are performed by a public or semi-public authority or organization.
- Modalities and Limitations of Indemnity:
 - a) In case of damage or loss sustained by the cargo, the value retained to compensate B/L holder or endorse thereunder shall be the intrinsic value of the goods less its cost, price at the date of shipment and the carrier's expenses, clauses and conditions whether printed, stamped or hand-written, under no circumstances shall the carrier's liability with respect to any goods the value of which was not shown on the B/L and explicitly agreed by the carrier and the freight paid ad valorem accordingly, exceed the intrinsic value of the goods.
 - b) The liability of any of the Carrier for loss and/or damage to the Goods occurring from loading onto any sea-going vessel up to discharge from that vessel or from another sea going vessel into which the Goods shall have been transhipped shall be determined in accordance with the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading dated 25th August 1924 provided that this Bill of Lading is issued in a State where the said Hague Rules are in force and in accordance with the French law. All the terms of the Bill of Lading shall apply to such carriage, save that if any term in this Bill of Lading is repugnant to the Hague Rules it shall be void to that extent but not further notwithstanding the above, the Carrier's liability if any shall be limited to loss or damage to the Goods sustained by the carrier or its servants or agents.
 - c) In this case and when the said Hague Rules are not in force the liability of the carrier shall in no event exceed US\$ 500 per package and Unit as defined in art 1.

Art 6 - Carrier's Responsibility, Modalities and Limitations of Indemnity - Combined Shipment

- Period of Liability: Where the transit of goods is provided for hereunder and includes at least two means of conveyance, notwithstanding the provisions provided for under article 4 and any contrary established custom, the carrier's liability is strictly limited to the carriage by sea only and the carrier does not incur any liability whatsoever in respect of carriage by other carrier.

- Mode of Carriage: The carrier shall be deemed to choose the contractor in charge of the inland transit whether as a pre-transport until such time as the goods are taken over by the ship or on-transport commencing on completion of the shipment by sea and inland transit to final delivery on rail truck or any other appliance, under which circumstances the inland carrier shall be deemed acting for the sole account of the shipper. The carrier shall be liable only for the damages or loss sustained by the goods during the carriage by sea on ships operated by the carrier under his supervision, even though the carrier shall collect the full amount of the freight.

But if these actions are not possible and after that the Merchant proves it, the Carrier shall be liable for loss or damage occurring during carriage to the extent of the cost of the goods.

- (1) Where the stage of carriage where loss or damage occurred is not known. The Carrier shall be relieved of liability for any loss or damage if such loss was caused by:
 - (i) an act or omission of the carrier or its servants or agents;
 - (ii) insufficiency or defective condition of packing or marking;
 - (iii) insufficiency or inadequacy of marks or numbers on the goods;
 - (iv) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
 - (v) inherent vice of the Goods;
 - (vi) fire unless caused by the actual fault or privity of the carrier;
 - (vii) any act or omission of the carrier or its servants or agents which the Carrier could not avoid by the exercise of reasonable diligence;
 - (viii) A nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy;
 - (ix) any act or omission of the carrier or its servants or agents in consequence whereof he could not prevent by the exercise of reasonable diligence.

When the Carrier establishes that in the circumstances of the case, the cause of the loss or damage could be attributed to one or more of the causes or events specified in paragraphs above, it shall be presumed that it was so caused. The Merchant shall however be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

Where the stage of Carriage where loss or damage occurred is known. Notwithstanding anything provided for in sub-clause 6 (1) above and subject about deck cargo and livestock where it is known during which stage of Carriage loss or damage occurred the liability of the carrier shall be determined:

- a) by the provisions contained in any international convention or national law which provisions
- (i) cannot be departed from by private contract to the detriment of the Merchant and
- (ii) are applicable to the carriage of the goods by sea and inland transit if the Carrier in respect of the particular stage of carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

Where no international convention or national law would apply, by the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading dated 25th August 1924, as amended by the protocol signed at Brussels on 23rd February 1968, if the loss or damage is known to have occurred on sea or

- (1) in cases where the provisions of paragraphs (a) and (b) do not apply.
- (2) Where the provisions of sub-clause 6 (2) the liability of the Carrier shall be determined by the provisions of any international convention or national law, this liability shall be determined as though the Carrier were the carrier referred to in any such convention or national law. References in this sub-clause (2) to any international convention or national law shall be deemed to refer to the applicable international law applied by the State.
- (3) Where the Place of Receipt or Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever caused, if such loss or damage arises prior to the loading on the vessel, where the Place of Delivery is not named on the face hereof, provided that the carrier is under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises subsequent to the discharge from the vessel.

- Mode of Compensation: In combined transport below and subject to the provisions in any international convention or national law, compensation shall in no circumstances, whatsoever and howsoever arising, exceed US\$2 per kilo of gross weight of the Goods lost or damaged limited to US\$ 500 per package and Unit.

- Form of limitation of liability, a container stuffed by the Carrier or on the Carrier's behalf shall be deemed as forming a single package with the contents thereof.

Art 7 - Special provisions

- (1) Notice of loss/damage: The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods, indicating that such loss or damage has occurred, is received by the Carrier or its representative at the place of delivery thereof under this Bill of Lading or, if the loss or damage is apparent, within three consecutive days thereafter. Unless proceedings are instituted within one year after the delivery of the goods or the date when the goods should have been delivered, the Carrier shall be discharged from any liability, and does not hereafter any shorter time bar arising to the Carrier's benefit under any legislation or agreements in effect.

Art 8 - Sundry liability provisions

- (1) Delay: The carrier does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time to meet any particular market or use. The Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay.
- (2) Dis-exemption from liability: The carrier shall be liable for loss or damage to the goods if the liability of the carrier shall be limited to the value of the freight or, when the stage where delay occurred is known, the freight value less the relevant stage of transport.
- (3) In case of delay from the vessel, the carrier shall not be liable for loss or damage sustained by perishable cargoes carried in containers at the sole risks of the carrier.
- (4) Ad valorem: Higher compensation than that provided by clauses 5, 6 whichever may be applicable may be claimed only when, with the consent of the Carrier, the value of the Goods is declared by the Shipper, which value shall be substituted for those limits. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

Art 9 - Shipper-packed Containers

- (a) If a container has not been packed by or on behalf of the Carrier. The Carrier shall not be liable for loss of or damage to the Goods caused by:
 - (i) the manner in which the Container has been packed;
 - (ii) the unsuitability of the Goods for carriage in Containers or
 - (iii) any insufficiency or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall only apply if the condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was packed.
- (b) The merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in paragraph (a), (i), (ii) or (iii) above save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (a) (iii) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisions referred to in that paragraph apply.

Art 10 - Inspection of Goods

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time to inspect the Goods. If by order of any authority at any place, the goods have to be unpacked from the containers to be inspected, the Carrier will not be liable for any loss or damage incurred during such unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of unpacking, inspection and repacking from the Merchant. If it appears that the goods have lost their value, then the Carrier shall be entitled, with the agreement of the Merchant to destroy such goods, and all expenses and costs incurred shall be paid by the Merchant.

Art 11 - Carriage affected by conditions of goods

If it appears at any time that the Goods or any part thereof cannot safely or properly be carried further, either at all or without incurring any additional expense, the Carrier may, by means of a written notice, suspend the Carriage of the Goods or any part thereof, the Carrier may, without notice to the Merchant, take therefrom, abandon the Carriage and/or store the same ashore or afloat under shelter or not at any place which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

Art 12 - Description of Goods

No representation is made by the Carrier to the wellbeing, contents, measure, quantity, quality, description, condition, marks, numbers or values of Goods and the Carrier shall be responsible for any loss or damage whatsoever in respect of such description, quantity, quality, condition, marks, numbers or values.

Art 13 - Shipper's/Merchant's responsibility

- (1) The shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are adequate and correct.
- (2) The Shipper shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars and from any other cause in connection with the carriage of the Goods.
- (3) The merchant shall comply with all regulations or requirements of customs, port or any other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or charges or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or other particulars on the container and on the goods.
- (4) If the Merchant uses its own containers, such containers shall comply with ISO/CSC regulations and be correctly cared for and respect any applicable legislation in all ports of call.
- (5) Where Containers owned and used by the Carrier are unpacked by the Merchant, he is responsible for returning the empty Containers with interiors brushed and clean and with all its accessories, to the port or place of discharge or to the port or place designated by the Carrier, his servants or agents within the prescribed time. The Merchant shall be liable for any demurrage loss or expense which may arise from such non-return and will indemnify the carrier for any loss and damage to the container arising from its failure to do so. The Merchant's contract of carriage shall be deemed to be terminated by the return of the container within 5 days of its receipt it will be deemed accepted by him.

Art 14 - Freight and Charges

Freight shall be charged by weight, volume ad valorem, or by numbers at the Owner's option and, in all cases, payable in currency stipulated in the Bill of Lading. Any goods which on inspection should be found of a different nature, or of a larger weight, volume or value than declared by the Shipper on the Bill of Lading shall entitle the carrier to claim double freight or other charges which would have been due on the actual weight, quantity, volume or value as liquidated damages, any particular provisions of the shipping conferences notwithstanding.

1. Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid non-returnable in any event.
2. If any other cause than the actual weight, quantity, volume or value as liquidated damages, any particular provisions of the shipping conferences notwithstanding, any particular provisions of the shipping conferences notwithstanding, the Merchant's attention is drawn to the stipulation concerning currency in which the freight and the charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges. The corresponding amounts shall be automatically and immediately increased equivalent to the extent of the said devaluation.
3. The freight has been calculated on the basis of detailed information furnished by or on behalf of the shipper. The Carrier may at any time open any Container or any other package or Unit in order to reweigh, remeasure or revalue the contents, and if the detailed information provided by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to double the correct freight less the freight charges shall be payable liquidated damage to the Carrier.

4. Attention is drawn to the Carriers applicable conditions for Container and vehicle demurrage which may be obtained from the Carrier or his Agents.

5. All unpaid freight and charges shall be paid without any set-off, counter-claim or stay of execution before delivery of the goods.
6. Holder of this Bill of Lading shall be liable to the Carrier for the payment of all freight charges and demurrages and for the performance of the obligation of the contract evidenced by this Bill of Lading. Notwithstanding any provisions to the contrary, any unpaid freight and other transport costs remain due even after expiry of ONE YEAR after completion of the voyage.
- Any and all dock, tonnage, toll dues, landing charges, stamp duties and other taxes levied by the customs or other national or private authorities shall be borne by the cargo and prepaid by the receiver before the goods are delivered. In the case where the exact amount is unknown the Carrier shall collect one provision. The Shipper and receiver severally indemnify the Carrier for any consequential damages arising out of the enforcement of administrative or customs regulations, which may be incurred by the Master, Carrier and his Agents for any reason whatsoever.
- On any sum owing and payable by the receiver to the carrier for the shipper's account against delivery of the goods, the carrier shall be entitled to a collection fee which shall not be considered as a credit against the amount of the freight.
- The amount so claimed shall not be taken into account unless mentioned in unambiguous and specific manner on the Bill of Lading by the shippers.
- Said refunds shall be paid to the shippers only after collection from the receivers. The Owner or his Agents do not accept any liability if the receiver should refuse to pay or should refuse to discharge over and above any liability which may be incurred by any local authority.
- Goods handed over by the shippers to the carrier shall only be returned against payment of the freight in full and of an indemnity for the loss sustained in taking over the said goods.

Art 15 - Lien

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to be recovered due and for the cost of recovering the same and for the purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

In sale of the Goods the proceeds fall to cover the amount due, the cost incurred as well as the demurrages of Containers, the Carrier shall be entitled to recover the balance from the Merchant. The Carrier shall have a lien on the Goods until the amount due is paid in full.

The Master and Carrier shall have a lien on all the goods even after expiry of fifteen days for the payment of all expenditure, freight, dead-freight, or additional freight whether prepayable or payable at destination, incurred in connection with this, or with previous voyages, even on other vessels, providing such amounts should be paid by the shipper or receiver of the goods to the Owner.

Art 16 - Deck Cargo and Livestock

- (1) Goods to be carried on deck or in containers other than flats or panels) which are stated herein to be carried on deck and livestock whether or not carried on deck, are carried out of responsibility on the part of the Carrier for loss or damage of whatsoever nature whether caused by unseaworthiness or negligence or any other cause whatsoever.
- (2) The Master and Carrier are specifically authorized by the Shipper to stow and carry cargo on deck and without giving notice to the B/L holder, they are contractualy dispensed from giving a notice.
- (3) Stowage and carriage on deck shall be deemed approved by the shipper.
- (4) The Master and Carrier shall not be responsible for any loss and/or damage incurred during the shipping transport, loading/unloading and transhipment.
- (5) Livestock are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction of livestock or any other damage to livestock caused by the act, neglect or default of the Carrier or by the unseaworthiness of the vessel, unless the carrier has provided a conveyance container or other place existing at any time. In the event of the Master, in his sole discretion, considering that any of the livestock is likely to be injurious to the health of another livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage, such livestock may be deemed to have been stowed overboard with any liability attaching to the Merchant. The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever in connection with the carriage of such livestock.

Art 17 - Motor Vehicles

Privately owned vehicles (automobiles, trucks, motorcycles, scooters) shall not be accepted unless insured.

Vehicles loaded by the roll-on/roll-off process shall be parked on board by their operator and/or owner who therefore accepts full responsibility for any damages to the vehicle and to the cargo on board. The Carrier shall not be liable for any loss or damage to the vehicle or to the cargo on board, whether or not the vehicle is insured. If the shipper should not be present to roll-off/roll-on the vehicle, such operations shall be effected on their behalf, at their own costs and risks.

Unless jointly verified before loading by representatives of all parties concerned, in particular with respect to the condition of refrigerated goods, the Merchant shall be responsible for the condition of the goods and for the condition of the containers used for their carriage.

The Carrier only receives motor vehicles and does not take on any responsibility regarding the eventual contents put into it by the Merchant. The Carrier also does not guarantee any accessories of the vehicles which of but without limiting to: windscreen wiper, hubcap, spare wheel, car radio, etc.

The Carrier shall not be liable for any damage or loss occurred to the said any damage resulting therefrom either to the vessel or to both the vessel and any third party to be for the account of the shipper.

Art 18 - Refrigerated vehicles and containers

The carrier accepts no responsibility for damages sustained by the cargo arising out of defects or breakdowns on the container refrigerating unit, accessories and/or thermostat, if the carrier should provide electric power to the vehicles refrigerating systems the carrier's obligations shall be limited to supplying power at a voltage and frequency consistent with the E.E.C. specifications, while the shipper shall be responsible for ensuring that the voltage available on start-up is consistent with that required.

The carrier shall not be liable for power supply breakdowns.

Refrigerated goods shall be transported in refrigerated containers of any Goods which require refrigeration without previously giving written notice. The Merchant guarantees that all thermometric controls have been carried out by himself prior to delivery of Goods to the Carrier. The Carrier is not responsible for damage or loss of the Goods originating from the vessel or being caused by the act, neglect or default of the Carrier or by the unseaworthiness of the vessel, as well as for losses or damages originating from latent defect or breakdowns to the cooling system or to whichever electric plant either of the Goods or of the ship.

Art 19 - Options

Notwithstanding any custom of the port, regulations or conventions, and even prior to declaring the vessel en route to the customs and/or complying with any customs or other formality, the Master and Owner shall have the right to load, discharge, tranship the cargo or have it transhipped to barges, lighters, boats, or other appliances, or to discharge the cargo on quay, into bonded stores, agents' warehouses or other places, and, consequently, the carrier shall not be liable for any damage or loss on Sundays or on holidays, as they deem fit, but at the cost and risk of the cargo. Under no circumstances shall the Master and/or Carrier be obliged to notify the receiver of the arrival of the goods.

The Carrier shall be entitled to discharge with optional ports, the port of discharge for optional cargo must be declared to the vessel's Agent no later than 24 hours before the vessel's arrival in the first optional port. Failing such a declaration, the Master shall discharge the cargo in the optional port mentioned in the Bill of Lading deemed the most convenient for the vessel's schedule.

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