

COMPAGNIE MARITIME MARFRET

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

SHIPPER/EXPORT SAFRESCO PERU S.A. RUC: 20136222725 AV. EL DERBY NRO 055 TORRE1, PISO 7, SANTIAGO DE SURCO - LIMA - PERU CTC: Cristian Cerna - Solange Saldana TELEFONOS Y FAX: 7307300		DOCUMENT NO. BK24142485
CONSIGNEE 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 BL24140285 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 BOLDNESS 2405136N		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 TLLU1051565 SEAL: 004VA454563 SEAL: 0208462 SEAL: H29753J	2296	1 X 40' High Cube Reefer Container(s) S.T.C.: BOXES WITH FRESH MANDARINS TANGO VARIETY (2296 CAJAS CON MANDARINAS FRESCAS VARIEDAD TANGO) HS CODE: 0805.29.90.00 TR: UF57001841, UF57001847 TEMPERATURE: 5 C VENTILATION: 15 Cbm/hr HUMIDITY: OFF FREIGHT COLLECT Para verificacion del estado de certificacion GLOBALG.A.P; Rainforest - Alliance, consulte el archivo de Packing list PE-OPE-FO-093-ES	CARGO: 25,460.000kg TARE: 4,420.000kg GROSS: 29,880.000kg 65,874.046lbs	

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 **Paita****08/21/2024**B/L No. **MFUSBL24140285** 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		4,193.00
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 5,600.00

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OR PORT TO PORT SHIPMENT

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PORT OF DISCHARGE Pointe-à-Pitre		
PLACE OF RECEIPT*	PLACE OF DELIVERY	

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
Set Point: 5.0C Ventilation: 15.0CBM/h				
<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

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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 Paita

08/21/2024

B/L No. MFUSBL24140285 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 of Discharge - means the Place of Delivery and the Place of Delivery are indicated on the face hereof.
- Port to Port Shipment - arises when the Carriage called for by the Bill of Lading is not Combined Transport.
- Freight - includes all charges payable to the Carrier in accordance with the applicable Tariff.
- Package - includes all units of transport, whether or not they are to 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 consignee or penalized by the carrier under any liability whatsoever 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 and expenses (including reasonable attorneys' fees) 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 limits, limitations and liability exemptions provided pursuant to the above law, edicts, convention and rules are waived by the Owner.

The Carrier shall be liable for loss of or damage to the goods, including but not limited to, the following items, clauses and conditions whether printed, typed, 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 at the time of shipment, less any discounts, allowances, exemptions, clauses and conditions whether printed, typed or stamped, 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) Furthermore and notwithstanding any exemptions or limitations hereunder and whether printed, hand-written, typed or stamped, 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.
 - c) 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 for any loss or damage to the Goods shall be determined by the applicable law.
 - d) 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: 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.

Where the bill of lading is issued for inland transit of goods, 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.

The Carrier shall be deemed to have accepted the contract 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 actual value of the goods.

- (i) 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 or damage was caused by:
 - (a) an act or omission of the carrier or his 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 his 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 his 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.

2) 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 Carrier shall be relieved of liability for any loss or damage which 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 of 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.

Failure to 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 as set out

- (1) in cases where the provisions of paragraphs (a) and (b) do not apply.
- (2) Where the stage of Carriage where loss or damage occurred is known. Notwithstanding anything provided for in 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.

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.

Failure 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 exemption from liability shall be invalid under mandatory law, 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.
- 2 - 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.
- 3 - 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 ascertained 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 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 under mandatory law: In the event of a claim for loss or damage to the goods, 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 ascertained 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 all or without incurring any additional expense, the Carrier may, at its option, either to discharge the Goods or to store them at any place, the Carrier may, without notice to the Merchant, take them ashore, abandon the Carriage and/or store the same ashore or affloat 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 not be responsible whatsoever in respect of such description or particulars.

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 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 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 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 and 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, shall entitle the carrier to claim double freight which would have been due on the actual weight, quantity, volume or value as liquidated damages, any particular provisions of the shipping conferences notwithstanding.
- 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.
- 4. If no such stipulation as to devaluation exists or is applicable, the following clause shall apply: In case of devaluation of the currency in which freight and charges are expressed, the corresponding amounts shall be automatically and immediately increased equivalent to the extent of the said devaluation.
- 5. 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.

Art 15 - 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.
- 7. 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.
- 8. 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.
- 9. 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 or set-off.
- 10. 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.
- 11. 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.
- 12. 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 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 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 on deck without any liability attaching to the Carrier. 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 vessel or to the cargo or to the crew, appurtenances, cargo and to third parties, arising out of mishandling.

If the shipper should not be present to roll-off/roll-off 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 deemed to have accepted the condition of the vehicles as they are presented to the Carrier.

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 a refrigerated container or other means of refrigeration. The Merchant undertakes not to tender for transportation 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 from the container or being wrongly carried out by the Merchant, 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 vessels or to discharge the cargo on quay, into bonded stores, agents' warehouses or other places. The Merchant, as well as the shipper, shall be liable for any damage or loss incurred to the cargo, 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.

The Carrier shall be entitled to discharge the cargo at the port of destination, to attend dry-docking with cargo on board, to tranship the goods and use any other vessel or vessels, and dispatching the same via inland transit, thereby incurring no liability to the cargo or obligation to advise the shippers who hereby waive any claims they may have in connection therewith, including but not limited to, claims for delayed delivery in the trans-shipment port. Neither in this nor in any other case, shall the vessel or the carrier be responsible for the insurance of the goods. The carrier's liability, if any, shall cease when the goods are taken over by the succeeding transport contractor.

Art 20 - Methods and route of transportation

- (1) 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 by any means including but not limited to transhipping or carrying the same on another vessel than that named on the face hereof or by any other means of transport whatsoever;
 - (c) unpack and remove Goods which have been stowed into a Container and forward the same in a Container or otherwise;
 - (d) proceed to any place or port other than the nearest or most direct or customary or advertised route) and proceed to stay at any place or port whatsoever once or more often and in any order;
 - (e) load or unload the Goods at any place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place;
 - (f) comply with any orders or recommendations given by any government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;
 - (g) permit the vessel to call at any port or place.
- (2) The liberties set out in sub-clause (1) above may be invoked by the Carrier of the Goods for any purpose whatsoever whether or not connected with the Carriage of the Goods including bunkering, undergoing repairs, towing or being towed, adjusting instruments, dry docking and assisting vessels in all situations.
- (3) By tendering Goods for Carriage without any written request for carriage in a specialized Container or for Carriage otherwise than in a Container the Merchant accepts that the Carriage may properly be undertaken in a general purpose Container.

Art 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, 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:

- (1) Give notice to the Merchant, abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight on Goods received for Carriage and the Merchant shall pay any additional costs of Carriage to and delivery and storage at such place or port;
- (2) Forward the Goods to the Merchant, at the Merchant's expense, to the place of destination, subject to the Merchant's payment of any reasonable endeavors to forward the Goods, the Carriage of which has been suspended, as soon as possible after the hindrance, risk, delay, difficulty or disadvantage has been removed, but the Carrier makes no representations as to the maximum period between such removal. The Carrier shall be entitled to payment of such additional Freight as may be determined by the Merchant, but the Carrier may determine the amount of such additional Freight to be paid by the Merchant, and the Freight from the place of suspension to the Port of Discharge or Place of Delivery whichever is applicable, without giving credit for Freight already paid in respect of the Carriage.
- (3) If the Carrier elects to suspend Carriage under (b) above, this shall not prejudice his right subsequently to abandon Carriage under (a).

Art 22 - Dangerous Goods

- (1) No Goods which are or may become dangerous, inflammable or damaging (including radiological 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.
- (2) The 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 or regulations which may be applicable during the Carriage.
- (3) Whether or not the Merchant was aware of the dangerous nature of the Goods the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of any breach of the provisions of this clause.
- (4) Nothing contained in this clause shall deprive the Carrier of any of his rights otherwise provided for.

Art 23 - Notification and delivery

- (1) Any item mentioned in the provisions of 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 port, or to store the Goods at any place or port, or to transship the Goods or any part thereof, and in respect of the Goods or that part thereof discharged or stored 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 forthwith upon demand be paid by the Merchant to the Carrier.
- (3) If the merchant fails to take delivery of the Goods within the Carrier's free time becoming due under sub-clause (2) or (3), above or if in the opinion of the Carrier the merchant fails to take delivery of the Goods as aforesaid shall be deemed to have accepted the Goods and to have authorized the Carrier to act as a Port to Port Shipment or Combined Transport, the Carrier may without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to himself or dispose of the Goods and apply the proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Carriage.
- (4) As regards containers, over a period of free detention and parking, the Merchant will be liable per demurrages and detention taxes. In case the receiver refuses to take delivery of the cargo, the Carrier is then entitled to repack the cargo and to sell same in order to recover any outstanding expenses and charges if the sales proceeds are deemed insufficient by the Carrier, the latter is entitled to claim the balance of the cost from the Shipper.

Art 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 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 to their claim against the carrying ship or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or objects, other than the carrying ship or her owners, operators or those in charge of any ship or objects, are at fault in respect of collision, contact, stranding or other accident.

Art 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.
- (3) Notwithstanding any provisions to the contrary in the YORK-ANTWERP RULES 1974, including but not limited to the article 7 of the said Rules, any and all sacrifices, losses and expenses made or incurred for the common benefit of the ocean vessel and of the cargo, even without imminence of danger, shall be deemed general average.
- (4) If the Merchant normally agreed that the Carrier reserves the right to retain the goods until payment of all contributions, whether provisional final or contingent to general average, is effected in full and after the relevant average deposit is received by a bank.
- (5) If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers.
- (6) If the Merchant normally agreed that the Carrier reserves the right to retain the goods until payment of all contributions, whether provisional final or contingent to general average, is effected in full and after the relevant average deposit is received by a bank.
- (7) It is hereby agreed that the Carrier shall be entitled to recover any outstanding expenses and charges if the sales proceeds are deemed insufficient by the Carrier, the latter is entitled to claim the balance of the cost from the Shipper.

Art 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.

Art 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.

Art 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.

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 any such action.