



PROFORMA - NON NEGOTIABLE

**BILL OF LADING**

(Non Negotiable Unless Consigned to Order)

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) SREE RAMA SHRIMP PRODUCTS PRIVATE LIMITED 88-60-4/39, D BLOCK NO 202, LAFLOA APARTMENT, RAJAHMUNDRY, EAST GODAVARI, ANDHRA *		BOOKING NO. 2709256910	BILL OF LADING NO. OOLU2709256910
CONSIGNEE (COMPLETE NAME AND ADDRESS) CUULONG SEAPRODUCTS COMPANY (CUULONG SEAPRO) 36, BACH DANG ST., WARD 4, TRA VINH CITY, TRA VINH PROVINCE, VIETNAM **		EXPORT REFERENCES RATE FOLDER 00129426	
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) (It is agreed that no responsibility shall be attached to the Carrier or its Agents for failure to notify (see Clause 13 on reverse)) CUULONG SEAPRODUCTS COMPANY (CUULONG SEAPRO) 36, BACH DANG ST., WARD 4, TRA VINH CITY, TRA VINH PROVINCE, VIETNAM **		FORWARDING AGENT-REFERENCES FMC NO.:	
PRE-CARRIAGE BY		POINT AND COUNTRY OF ORIGIN OF GOODS	
VESEL/VOYAGE/FLAG WAN HAI 311 218 E	PORT OF LOADING KATTUPALLI, INDIA	LOADING PIER/TERMINAL	ORIGINALS TO BE RELEASED AT CHENNAI
PORT OF DISCHARGE CAT LAI PORT, ++	PLACE OF DELIVERY CAT LAI PORT, ++	TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) FCL / FCL CY/CY	

(CHECK "HM" COLUMN IF HAZARDOUS MATERIAL) **PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER**

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
OOLU6508022 /OOLHSY6142	1600	1600 CARTONS /FCL/FCL /40RQ	27200.000KGS	40.000CBM
	1600 CARTONS	1X40 FCL, FROZEN RAW HEADLESS SHELL-ON VANNAMEI SHRIMP GRADE 1 NET WEIGHT / NET COUNT, NON TREATED SCIENTIFIC NAME : LITOPENAEUS VANNAMEI PACKING : 2 KGS/BLOCK X 6 BLOCKS/CARTONS TOTAL QUANTITY : 1600 CTNS  ORIGIN : INDIA HS CODE: 030617 CONTRACT NO. HDM/22-10/244 (CL-SRS)	27200.000KGS	40.000CBM

**NOTICE 1:** For carriage to or from the United States of America, (i) Clauses 4 and 23 on the reverse side hereof limit the Carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue of incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant declares a higher cargo value below and pays the Carrier's ad valorem freight charge; and (ii) if carried on deck at Merchant's risk as to perils inherent in such carriage but in all other respects subject to the provisions of COGSA.  
**NOTICE 2:** See Clause 28 on the reverse side hereof: Notice to Endorsee and/or Holder and/or Transferee.  
**NOTICE 3:** If Goods carried on deck at Merchant's risk without responsibility for loss or damage howsoever caused.

**Declared Cargo Value US\$** . If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

FREIGHT & CHARGES PAYABLE AT:		SERVICE CONTRACT NO.	DOC FORM NO.	COMMODITY CODE	Received the Container/Package or other units indicated in the box identified as "Total No. of Containers/Packages received and acknowledged by Carrier" in apparent good order and condition, unless otherwise indicated, to be transported and delivered as herein provided.  The receipt, custody, carriage and delivery of the goods are subject to the terms appearing on the face and back hereof and to the Carrier's applicable tariff.  In witness whereof <b>3</b> original bills of lading have been signed, one of which being accomplished, the other(s) to be void. DATE CARGO RECEIVED  DATE LADEN ON BOARD o 13 NOV 2022  DATED 13 NOV 2022	
CODE	TARIFF ITEM	FREIGHTED AS	RATE	PREPAID		COLLECT
The printed terms and conditions appearing on this Bill of Lading are available at www.oocl.com, in OOCL's published US tariffs, and in pamphlet form.  + STRIKE OUT FOR ON BOARD VESSEL BILL OF LADING * SEE CLAUSE 1 HEREOF o SEE CLAUSE 2 HEREOF QF001 HQD 01/01						SIGNED OOCL (INDIA) PRIVATE LIMITED BY:  , as agent for  ORIENT OVERSEAS CONTAINER LINE, AS CARRIER ♦

**COPY NON NEGOTIABLE**

**THIS BILL OF LADING IS A 3 PAGE DOCUMENT AND CARRIAGE OF GOODS IS SUBJECT TO OOCL'S STANDARD TERMS AND CONDITIONS OF CARRIAGE, WHICH APPEAR AT THE END HEREOF AS PAGE 3**

VESSEL: WAN HAI 311

VOYAGE: 218 E

B/L NO.: OOLU2709256910

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
		DATE: 21.10.2022 INVOICE NO: SRSPPL/007/22-23 DATE: 28.10.2022 NET WEIGHT : 19200.000 KGS GROSS WEIGHT : 27200.000 KGS S.B.NO : 5297689 , DATE : 07.11.2022 FREIGHT PREPAID  TEMPERATURE SETTING TO BE AT - 18 DEGREE CELSIUS		
----- TOTAL NO. OF CONTAINERS/PACKAGES RECEIVED & ACKNOWLEDGED BY CARRIER FOR THE PURPOSE OF CALCULATION OF PACKAGE LIMITATION (IF APPLICABLE): 1 CONTAINER(S)/PACKAGE(S) DESTINATION CHARGES COLLECT PER LINE TARIFF, AND TO BE COLLECTED FROM THE PARTY WHO LAWFULLY DEMANDS DELIVERY OF THE CARGO. SHIPPER LOAD AND COUNT, CONTAINER(S) SEALED BY SHIPPER DESTINATION OFFICE ADDRESS: OOCL (VIETNAM) CO., LTD UNIT 1301-1305, 13TH FLOOR, SAIGON TRADE CENTER, 37 TON DUC THANG ST., DISTRICT 1, HO CHI MINH CITY, VIETNAM. 84 28 39116006 ----- DELIBERATELY LEFT BLANK AND CONTINUE ON NEXT PAGE				

SIGNED OOCL (INDIA) PRIVATE LIMITED  
BY:

, as agent for

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ORIENT OVERSEAS CONTAINER  
LINE, AS CARRIER ♦

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TERMS AND CONDITIONS OF CARRIAGE, WHICH APPEAR AT THE END HEREOF AS PAGE 3

The printed terms and conditions appearing on the face and reverse side of this Bill of Lading are available at [www.oocl.com](http://www.oocl.com), in Carrier's published US tariffs, and in pamphlet form.

RECEIVED in exempted in external apparent good order and condition, unless otherwise indicated, the number of containers, packages or other customary freight units are listed as "Total Number of Containers/Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery or Port of Discharge, whichever is applicable. Weights, measurements, marks, numbers, quantity, and other data mentioned herein are to be considered by the Carrier.

Notwithstanding any customs or privileges to the contrary, the Merchant, in accepting this Bill of Lading, expressly agrees that the vessel and its crew shall be subject to the laws, regulations or orders of the country of the port of destination, whether written, printed, stamped or otherwise incorporated herein, as fully as they are all signed by such Merchant.

1) **IDENTITY AND DEFINITION OF CARRIER.** "Orient Overseas Line Limited" and "OOCL" are trade names for transportation provided separately by: Orient Overseas Container Line Limited ("OOCL") and OOCL/Equinox Limited ("EQUINOX") respectively as follows:-

(a) OOCL shall be deemed the Carrier for transportation of Goods where those Goods are either loaded or discharged in any of Russia, Poland and Turkey.

(b) OOCL shall be deemed to be the Carrier for Goods not carried in 1 (a) above. For the avoidance of doubt, for the purpose of this Clause, transportation of Goods in either Russia, Poland or Turkey is not to be regarded as loading or discharging Goods.

If it is ultimately adjudged that a second person or entity, including without limitation, the Vessel, her owner, operator, demise, time, spot and space charterer and/or another member of an alliance and/or consortium and/or joint arrangement of which the Carrier may be a member, is also a carrier/charterer then that person or entity shall have the benefit of all the rights and defenses provided for in this Bill of Lading by law.

Notice is hereby given that Carrier is a member of alliances and/or consortia and/or joint arrangements. The members of such groups, including Carrier, reserve the right to carry cargo for each other, and otherwise cooperate with each other in the carriage of cargo, without notice to the Merchant. In the case of such carriage, however, the terms and conditions of this Bill of Lading shall apply, and the Merchant shall be bound by them and Carrier shall be deemed in all instances to be the Carrier of the Goods, subject to the terms and conditions of this Bill of Lading.

2) **DEFINITIONS** Without limitation of any definition in any applicable law herein mentioned, "VESSEL" shall include the vessel(s) named in this Bill of Lading, any substituted vessel(s), any vessel to which transportation may be made in the performance of this contract and any other means of transportation whatsoever, owned, chartered, operated or controlled and used by the Carrier or Participating Carrier in the vessel of this contract. "MERCHANT" includes the Shipper, consignee, end-user, transferee, Holder of the Goods, consignee or other person or entity entitled to possession of the Goods or any of this Bill of Lading and anyone acting on behalf of any such person or entity. "GOODS" means any person or thing in possession of the Goods or any of this Bill of Lading to which the property interest in the Goods has passed on or by reason of the contract of carriage of the Goods or the performance of this Bill of Lading or otherwise. "PARTICIPATING CARRIER" shall include any other sea, water, air or carrier performing any part of the carriage provided herein. "CONTAINER" includes any container, trailer, transportable tank, flat, pallet, cradle, sled or any similar article of transport used to consolidate or transport Goods. "LADEN ON BOARD", when noted on this Bill of Lading shall mean that the Goods have been placed on board the Vessel or any other mode of transport used by or on behalf of the Carrier or Participating Carrier enroute to the Port of Loading shown on the face of this Bill of Lading. "PLACE OF DELIVERY" shall mean the place where the Goods are received for marine transport by the Carrier or Participating Carrier or their respective agents. "PORT OF DISCHARGE" shall mean the place where the Goods are to be discharged from the Vessel. "PLACE OF RECEIPT" shall be the place where the Goods are received from the Merchant by the Carrier or Participating Carrier. "PORT OF LOADING" shall mean the place where the Goods are delivered by the Carrier or the Participating Carrier to the Merchant. "COGSA" refers to the Carriage of Goods by Sea Act of the United States approved April 16, 1924 and any subsequent modifications or amendments thereto. The "HAGUE RULES" refers to the International Convention for the Unification of Certain Rules of Carriage of Goods, as amended by the Protocol of 1968. "HAGUE-VISBY" refers to the Hague Rules as Amended by the Protocol done at Brussels on February 23, 1968. References to the "INTERNATIONAL RULES" shall be deemed to include all principles of private international law applied by such States. "STATE" shall mean any nation, country, commonwealth, territory or possession, internationally recognized to be a body politic and to exercise sovereign power. "COMBINED TRANSPORT" refers to the Place of Receipt and/or Place of Delivery are indicated on the face of this Bill of Lading in the relevant boxes, and "PORT TO PORT TRANSPORT" refers to the Port of Loading and/or Port of Discharge are indicated on the face of this Bill of Lading in the relevant boxes.

3) **CARRIER'S TARIFFS** The terms of the applicable tariff(s) of the Carrier are incorporated herein. Copies of the relevant tariff(s) and applicable tariff(s) are available from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable tariff(s), this Bill of Lading shall prevail except in the United States of America where the provisions of the tariff shall prevail.

4) **CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT**  
(a) **Port to Port Transport.** The responsibility (if any) of the Carrier for loss or damage to the Goods occurring from the time when the Goods are loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge shall be determined in accordance with the provisions of Clause 4(C).

The Carrier shall be under no liability whatsoever for loss or damage to the Goods or non-delivery or misdelivery howsoever caused if such loss or damage, non-delivery or misdelivery arises prior to loading onto or subsequent to discharge from the Vessel. Notwithstanding the above, in case and to the extent that the Carrier is responsible for any additional period of responsibility the Carrier shall have the benefit of every right, defence, limitation and benefit of the Hague Rules during such additional compulsory period of responsibility notwithstanding that the loss, damage or injury occurred or not at such as:

(i) Combined Transport  
(b) If carriage is Combined Transport then the Carrier undertakes to perform and/or in its own name to procure performance of the carriage from the Place of Receipt to the Port of Loading and/or from the Port of Loading to the Place of Delivery, whichever is applicable and, save as is otherwise provided for in this Bill of Lading, the Carrier's liability for loss or damage to the Goods shall be as follows:-  
(i) If the stage of carriage where loss or damage occurred is not known  
(ii) Exclusions  
(iii) Inherent vice or defect in the Goods  
(iv) Insufficiency or defective condition of packing or marking  
(v) Failure to comply with the instructions of persons entitled to give them;  
(vi) Loading, handling, stowage or unloading of the Goods by the Merchant;  
(vii) Inherent vice of the Goods;  
(viii) Cause or event which the Carrier could not avoid and the consequence of which he could not prevent by the exercise of reasonable diligence.  
(b) Burden of Proof The burden of proving that any loss or damage was caused by one or more of the events mentioned in Clause 4(B)(vii) shall rest upon the Carrier save that when the Carrier can establish that, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clauses 4(B)(i)(a) to (vii) then it shall be presumed that it was so caused and in such circumstances the burden of proof shall be upon the Carrier to prove that the loss or damage was not caused wholly or partly by one or more of these events.

(c) Limitation If the Carrier is liable for loss or damage to the Goods then the amount of compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance (if paid).  
The Carrier's maximum liability hereunder shall in no circumstances exceed US\$2 per kilo gross weight of the Goods lost or damaged, or the value of the Goods as declared on the Bill of Lading, whichever is the lower. In the event that the Carrier has been paid any wharfage the declared value (if higher) as shown on the face of the Bill of Lading shall be substituted for the above limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

2. If the stage of carriage during which loss or damage occurred is known  
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4. Except as provided herein in Clauses 4(D)(1) and (2), and where COGSA does not apply by operation of law, Carrier's liability will be governed by COGSA unless otherwise provided in another body of law applicable to the parties and the carrier of the transport where the loss occurred is more favourable to the Carrier (with regards to defenses and limitations), in which case that other body of law will apply.

5) **WARRANTIES.** The Merchant represents, warrants and agrees that:  
(a) The Goods and any Containers loaded by the Merchant are packed and loaded in such a manner as to be handled under the ordinary conditions of carriage without damage to the Goods or Containers or other property of the Merchant.  
(b) Any Goods placed by the Merchant in Containers are compatible and suitable for transportation in Containers.  
(c) He is or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading and the Merchant warrants that the Carrier is not responsible for or on behalf of the Carrier meets all ISO and/or other applicable national or international safety standards and is fit in all respects for carriage by the Carrier.

6) **MERCHANT'S RESPONSIBILITY AND INDEMNIFICATION**  
1. All of the persons coming within the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this Bill of Lading and remain so liable throughout the transportation notwithstanding their having transferred this Bill of Lading and/or title to the Goods to another party.  
2. The Shipper further warrants to the Carrier that the particulars relating to the Goods as set out on the face of this Bill of Lading 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 Merchant are true, correct, adequate, accurate and complete.  
3. The Shipper shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit its responsibility and liability under this Bill of Lading to any other person or entity.

4. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the refrigeratic controls before receipt of the Goods by the Carrier.  
5. The Merchant agrees to indemnify and hold harmless the Carrier against all and any claims, loss, damage, fines or expense arising or resulting from any breach of any warranty or other obligation of the Merchant under the terms of this Bill of Lading or applicable law (including but not limited to those the Carrier may incur or incur to any person which the Carrier may suffer by reason of the Merchant's breach of any warranty or other obligation). In such event, the Carrier shall be entitled to defend any action brought by third parties or to prosecute any claim against the Merchant arising from the Merchant's obligation(s) under this Bill of Lading.

7) **REGULATIONS RELATING TO GOODS**  
1. The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or otherwise hazardous nature and which are prohibited or restricted by any laws, regulations or requirements of customs, port and other authorities, and shall be deemed to be liable for any loss, damage, expense or loss incurred or suffered by reason thereof or by reason of any legal, incurred or insufficient description, marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.  
2. If the Carrier is obliged to handover the Goods or any part thereof into the custody of any customs, port or other authority, such handover shall constitute due delivery of the Goods or any part thereof to the Merchant under this Bill of Lading.

8) **SHIPPER-PACKED CONTAINERS**  
1. If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the Goods contained in the Container shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier, if such loss or damage, liability or expense has been caused by:  
(a) the manner in which the Container has been filled, packed, stuffed or loaded or  
(b) the unsuitability of the contents for carriage in Containers or  
(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or  
(d) the unsuitability of the temperature condition of the Container in respect of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or  
(e) the packing or temperate control devices used as other than the booked temperature.

2. The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of the receipt of the Container by the Carrier and that the Merchant shall be liable for the loss or damage to the Goods if the Container is delivered by the Carrier with its seal intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant agrees to indemnify the Carrier against all and any costs (including, but without limitation, legal costs), expenses, liabilities or losses of whatsoever nature suffered and/or incurred in connection with any such claim.

9) **DANGEROUS GOODS AND CONTRABAND**  
1. The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or otherwise hazardous nature and which are prohibited or restricted by any laws, regulations or requirements of customs, port and other authorities, and shall be deemed to be liable for any loss, damage, expense or loss incurred or suffered by reason thereof or by reason of any legal, incurred or insufficient description, marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.  
2. If the Carrier is obliged to handover the Goods or any part thereof into the custody of any customs, port or other authority, such handover shall constitute due delivery of the Goods or any part thereof to the Merchant under this Bill of Lading.

10) **DECK CARGO AND LIVESTOCK**  
1. Goods not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and cargo, whether or carried including but not limited to the Merchant's special cargo, shall be carried on deck and cargo of whatsoever nature arising during carriage by sea whether caused by seaworthiness or negligence or any other cause whatsoever, except that in respect of Goods carried to or from the United States of America Goods are carried on deck at the Merchant's risk as to perish in transit in such carriage but in all other respects subject to COGSA.

11) **OPTIONAL STOWAGE**  
1. The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.  
2. Goods stowed in Containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of Goods for purposes of the Hague Rules, Hague-Visby Rules or COGSA, as the case may be.  
3. If Goods not in Containers are carried on deck, the Carrier shall so state such carriage on the face hereof. When Goods are carried on deck, the Carrier shall be required to specify notice, "on deck" carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding.

12) **DESCRIPTION OF GOODS**  
1. This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in external apparent good order and condition except as otherwise noted of the total number of Containers or other packages or units identified on the face hereof as stated in the Number of Containers and/or Packages and/or other particulars stated on the Carrier's applicable tariff.  
2. No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.  
3. Any reference to temperature do the term "apparent good order and condition" when used in the Bill of Lading with reference to Goods which require refrigeration does not mean that the Goods, when received were verified by the Carrier as being at the booked temperature and no reliance shall be placed by the Shipper as to the accuracy of such temperature shown on the face of this Bill of Lading.

13) **NOTIFICATION AND DELIVERY**  
1. Except as provided by tariff, any mention herein of notify parties is solely for the Carrier's information, and failure to give notification shall not render the Carrier liable nor relieve the Merchant of any obligation to the Carrier.  
2. The Merchant warrants that the Goods within the Bill of Lading are not subject to any legal proceedings or claims against the Goods.  
3. If the Merchant fails to take delivery of the Goods or part of them upon expiration of the tariff's prescribed free time, the Goods shall be deemed to have been delivered to the Merchant and the Carrier may with or without notice, but subject to its lien, unplug the Goods if packed in Containers and/or store or warehouse the Goods or any part thereof ashore, affix, in the open or under cover of the side risk and expense of the Merchant. Thereupon, the liability of the Carrier in respect of the Goods shall cease wholly and the costs of such storage (if paid) or payable by the Carrier or any agent or sub-contractor of the Carrier) shall be borne upon demand by the Merchant and the Carrier.  
4. In all circumstances, Carrier shall have no liability whatsoever for the misdelivery of Goods in its actual or constructive possession to persons holding forged or fraudulent documents which reasonably purport to be original Bills of Lading or other documents entitling the holder to possession, as long as the Carrier has acted in good faith and does not intentionally deliver the Goods to persons known by him to have no right to possession under the Bill of Lading.

14) **MULTIPLE BILLS OF LADING**  
1. Goods will only be delivered in a Container to an individual Merchant if all Bills of Lading in respect of the content of the Container have been surrendered authorizing delivery to that Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled the Carrier will be at its absolute discretion unplug the Container and, in respect of Goods which Bills of Lading have been surrendered, deliver them to the Merchant. Such delivery shall constitute due delivery hereunder but will only be effected against payment by the Merchant of the appropriate charges.  
2. If multiple Bills of Lading are issued in respect of the contents of a Container, then the particular of the Bills described on the face hereof shall not constitute part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or unappreciated Goods, or becomes mixed or unmarketable or unidentifiable, the Merchants shall take delivery (whether of any damaged portion) and bear any shortage in such proportions as the Carrier shall in its absolute discretion determine, and such delivery shall constitute due delivery hereunder. In such event the Carrier shall not be liable for any shortage, loss, or damage of the Goods or other discrepancies of the Bills, which are found upon unloading of the Container.

15) **FREIGHT AND CHARGES**  
1. Freight and charges (including but not limited to destination charges) shall be deemed fully earned on receipt of the Goods or any part thereof, by the Carrier whether or not such freight and charges are stated on the face of this Bill of Lading or intended to be Prepaid or Collect at destination, and shall be paid in full without offset, counterclaim or deduction and non-reimbursable. The freight and charges shall be payable by the Merchant or other consignee to or for the Carrier.  
2. The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rates of exchange, devaluation and other contingencies relative to freight and charges in the applicable tariffs.  
3. The freight for the basis of payment shall be the actual net weight, gross weight or volume of whatsoever kind which cannot be avoided by the exercise of reasonable care, and shall be payable by the Merchant or other consignee to or for the Carrier. The Carrier may at any time upon any Container or other package or unit and inspect, weigh, measure or evaluate the contents; and if the particulars furnished by or on behalf of the Shipper are incorrect it is agreed that a sum equal to either double the difference between the correct figure and the figure charged or double the difference between the correct figure and the figure charged, whichever sum is smaller, shall be payable as liquidated damages and not as additional freight or a surcharge to the Carrier, and the Merchant agrees to pay all expenses incurred by the Carrier in ascertaining said particulars.  
4. All the persons coming within the definition of Merchant shall be and remain jointly and severally responsible for all freight and charges due under this Bill of Lading, applicable tariffs and/or contracts together with any court costs, expenses and reasonable attorney fees incurred in collecting any sums due to Carrier.

16) **LIEN.** The Carrier shall have a lien on the Goods and any document relating thereto, which shall survive delivery, for all sums earned or due or payable to the Carrier under this and/or any other contract with the Merchant, or on account of the Goods or carriage, storage or delivery of the Goods, including but not limited to, general average contributions, freight, delivery, destination, demurrage, detention, port and/or handling charges, to whomsoever due and/or for the cost of recovering the same. Any other liens or privileges levied against the Carrier by reason of any acts or omissions for which the Merchant is responsible. Carrier may at its sole discretion exercise its lien at any time and at any place, whether the contractual transportation is completed or not. For the purpose of such lien the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant at any time and at any place at the sole discretion of the Carrier. The Carrier shall be entitled to claim the difference in the event that the sale proceeds fail to cover the full amount due to the Carrier.

17) **MATTERS AFFECTING PERFORMANCE.** If at any time the performance of the contract evidenced by this Bill of Lading is affected by any law, regulation, order, restriction, port, delay, difficulty or circumstance of whatsoever kind which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the transport is completed) may without notice to the Merchant tender the performance of this contract as terminated and place the Goods or any part of them at the Merchant's disposal at any place or port to which the Goods may be sent. The Carrier shall be relieved of its responsibility for the Goods in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

18) **METHODS AND ROUTES OF TRANSPORTATION.** The Carrier may at any time and without notice to the Merchant: (a) use any means of transport or storage whatsoever; (b) for any purpose transport or store the Goods or carry same on a substituted vessel or otherwise transfer the Goods from one conveyance to another even though transhipment or forwarding of the Goods may not have been contemplated or provided for herein; (c) proceed by any route whether or not such route is the nearest or most direct or of customary route from the Port of Loading or Place of Receipt to the Port of Discharge or Place of Delivery in the Carrier's absolute discretion whether for purposes of taking bunkers or any other purpose; (d) proceed to be any other place although in a normal, ordinary or regular or beyond the customary or intended or advertised route once or more than once and for any purpose whatsoever; (e) load and unload the Goods at any port or place whether or not any such port or place is named on the face of this Bill of Lading as the Port of Loading or Port of Discharge and store the Goods at any such place; (f) comply with any orders, directions, or recommendations as to loading, unloading, departure, routes, ports and places, destinations, arrival, departure, arrival, discharge or any other matter by any government or authority or any person or body acting or purporting to act with the authority of such government or authority or having the terms of the insurance on the conveyance approved by the Carrier the right to give directions; and (g) at the request of the Merchant or otherwise if required to make arrangements for any further conveyance for any purpose, not within the scope of the transport herein contracted for, and in making such arrangements, the Carrier shall be considered as agent of the Merchant and without any other responsibility whatsoever. Any action taken or not taken by the Carrier under this Clause 18, or delay resulting therefrom, shall be deemed to be included within the contractual transit and shall not be a deviation.

19) **GENERAL**  
1. The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market call. In no circumstances shall the Carrier be liable for loss or damage due to delay.  
2. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage, such liability shall in no event exceed the freight paid for the transport evidenced by this Bill of Lading.  
3. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivery to the Merchant or otherwise.

4. All Containers to be in the joint and several responsibility of all the persons coming within the definition of the Merchant and not relieved therefrom and undamaged to a place or port of destination nominated by the Carrier within the time prescribed in the Carrier's applicable tariff. Subject to Clause 3, all agreements or freight engagements for the shipment of the Goods for such detention, loss or expense incurred as a result thereof including but not limited to demurrage, container detention charges, the costs of replacement, transportation and repair.

20) **INSPECTION OF GOODS**  
1. The Carrier shall be entitled, but under no obligation, to open any Container any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all, or if it requires any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may at the sole risk and expense of the Merchant or other party concerned, the transportation agent and/or take any such measures and/or any other reasonable additional expense to carry or to continue to carry or to store the Goods at any place afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery of the Goods by the Carrier. The Merchant shall indemnify the Carrier against any reasonable expenses incurred by the Carrier in respect of such storage.  
2. The Carrier shall not be liable for any damage to the Cargo resulting from inspection by customs or other authorities and Merchant shall be responsible for any costs, fines, or penalties incurred as a result of such inspection or otherwise.

21) **VARIATION OF CONTRACT.** Merchant agrees that this Bill of Lading constitutes the entire agreement between the parties and that any variation or amendment to the contract of carriage shall be in writing and shall be signed by the Carrier and the Merchant. All variations or amendments to the contract of carriage shall be deemed to be included within the contractual transit and shall not be a deviation.

22) **GENERAL AVERAGE.** General average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules, 1994 and any subsequent modification or re-enactment thereof and shall be applied to Containers and/or Goods loaded on deck or under deck. In the event of accident, damage, or disaster before or after the commencement of the voyage, and in the event of any cause whatsoever statute, contract or otherwise, the Merchant shall contribute to the Carrier in General Average to the payment of any sacrifice, losses or expense of a General Average nature that may be made or incurred, and shall pay any salvage and special charges incurred in respect of the Goods. If a sailing vessel is damaged and is totally abandoned, the Merchant shall contribute to the General Average of the Goods in such proportion as the Carrier shall determine. The Carrier shall be liable for the loss of the Goods and the Merchant shall be liable for the loss of the Goods. The Merchant is responsible and shall be entitled to a cash deposit or other security (therefore in a form acceptable to the Carrier) to secure the Carrier's contribution to the General Average of the Goods. The Merchant shall be liable for the loss of the Goods and the Merchant shall be liable for the loss of the Goods. The Merchant is responsible and shall be entitled to a cash deposit or other security (therefore in a form acceptable to the Carrier) to secure the Carrier's contribution to the General Average of the Goods. The Merchant shall be liable for the loss of the Goods and the Merchant shall be liable for the loss of the Goods. The Merchant is responsible and shall be entitled to a cash deposit or other security (therefore in a form acceptable to the Carrier) to secure the Carrier's contribution to the General Average of the Goods. The Merchant shall be liable for the loss of the Goods and the Merchant shall be liable for