

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) M/S RAJYALAKSHMI MARINE EXPORTS 20-15-14, NEAR HANUMAN STATUE, S.P.STREET, BHIMAVARAM-534201, W.G. DISTRICT *		BOOKING NO. 2733689120	BILL OF LADING NO. OOLU2733689120
CONSIGNEE (COMPLETE NAME AND ADDRESS) TO ORDER		EXPORT REFERENCES IN SHPR PAN # AAUFR2789K	
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)) NORDIC SEAFOOD A/S, SOEREN NORDBYSVEJ 15, 9850 HIRTSHALS, DENMARK, VAT/EORI NO. DK 11142141 **		FORWARDING AGENT-REFERENCES FMC NO.:	
PRE-CARRIAGE BY		POINT AND COUNTRY OF ORIGIN OF GOODS	
VESSEL/VOYAGE/FLAG PRAGUE EXPRESS 071 W	PLACE OF RECEIPT KATTUPALLI, INDIA	LOADING PIER/TERMINAL KATTUPALLI, INDIA	ORIGINALS TO BE RELEASED AT CHENNAI
PORT OF DISCHARGE ANTWERP PORT, BELGIUM	PLACE OF DELIVERY ANTWERP PORT, BELGIUM	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
OERU4083635 /OOLJRWZ2076	2000 CARTONS	2000 CARTONS /FCL/FCL /40RQ	22000.000KGS	
	2000 CARTONS	1X40 FCL, TOTAL 2000 MASTER CARTONS PROD.CODE/LOT.: UNIL 24/001 FACTORY APPROVAL NO. INDIA 878 CFR ANTWERP, BELGIUM SPECIES : LITOPENAEUS VANNAMEI CATCHAREA : AQUACULTURE IN INDIA HS CODE : 030617 FROZEN VANNAMEI PRAWNS PEELED DEVEINED RAW IQF PACKED: 10 X 750 G PER CARTON IQF 8333507, 26-30 700 CARTONS 7000 PACK	22000.000KGS NET WEIGHT 15000.000KGS	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 Endorse 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 3 original bills of lading have been signed, one of which being accomplished, the other(s) to be void. DATE CARGO RECEIVED 20 FEB 2024 DATE LADEN ON BOARD 25 FEB 2024 DATED 25 FEB 2024	
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 ○ SEE CLAUSE 2 HEREOF QF01 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: PRAGUE EXPRESS

VOYAGE: 071 W

B/L NO.: OOLU2733689120

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
		8333508, 31-40 350 CARTONS 3500 PACK 8333510, 41-50 800 CARTONS 8000 PACK 8333513, 70-90 150 CARTONS 1500 PACK FREIGHT PREPAID NET WEIGHT :15000.000 KGS FROZEN WEIGHT : 20000.000 KGS GROSS WEIGHT : 22000.000 KGS INVOICE NO:RME/EX/148/23-24 DATE:14.02.2024 TEMPERATURE SETTING TO BE AT - 25 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 BENELUX N.V. THEATER BUILDING, 17TH FLOOR ITALIELEI 124 - BUS 74 B-2000 ANTWERP BELGIUM PHONE: (32)-3-2348888 -----				
DELIBERATELY LEFT BLANK AND CONTINUE ON NEXT PAGE				

SIGNED OOCL (INDIA) PRIVATE LIMITED
BY:

, as agent for

COPY NON NEGOTIABLE

ORIENT OVERSEAS CONTAINER
LINE, AS CARRIER♦

TERMS AND CONDITIONS (Also Available in Pamphlet Form from the Carrier or its Agents)

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

RECEIVED in external apparent good order and condition, unless otherwise indicated, the number of containers, packages or other customary freight units identified 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, contents and value if mentioned are to be considered by the consignee.

Notwithstanding any customs or privileges to the contrary, the Merchant, in accepting this Bill of Lading, expressly agrees to be bound by the conditions of carriage hereof, whether or not the same are printed, stamped or otherwise incorporated herein, as fully as if they were 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/Equity Limited ("OECL") respectively as follows:-

(a) OECL 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 (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 of Goods.

If it is ultimately adjudged that a second person or entity, including without limitation, the Vessel, her owner, operator, demise, time, slot 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 Carrier. 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 name, "VESSEL" of Lading, any substituted vessel(s), any vessel which transshipment may be made, the performance of this contract and any vessel, craft, lighter or other means of transportation whatsoever, owned, chartered, operated or controlled and used by the Carrier or Participating Carrier in the performance of this contract. "MERCHANT" includes the Shipper, consignee, endorsee, transferee, holder of the document, receiver of the Goods or any other person who is or is entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such person. "GOODS" means the cargo received from the Shipper and includes any Container not supplied by or on behalf of the Carrier. "HOLDER" means any person who is or is entitled to the possession of the Goods or of this Bill of Lading when the property therein is or is by reason of the assignment of the Goods or the endorsement of this Bill of Lading provided, "PARTICIPATING CARRIER" shall include any other sea, water, land or air carrier performing any part of the carriage of the Goods. "CONTAINER" includes any container, trailer, transportable tank, flat, saddle, 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 this Bill of Lading. "PORT OF LOADING" 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, Participating Carrier or their respective agents. "PLACE OF DELIVERY" shall be 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, 1936 and any subsequent modifications or re-enactment thereof. The "HAGUE VISBY" refers to the International Convention for the Unification of Certain Rules of Carriage of Goods which entered into force on January 23, 1924. "HAGUE VISBY" refers to the Hague Rules as Amended by the Protocol done at Brussels on February 23, 1968. References to the International Law of a State shall be deemed to include all principles of private international law applied by such State. "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 only 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 tariffs(s) of the Carrier are incorporated herein. Copies of the relevant tariffs of the applicable tariff(s) are obtainable 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
If carriage is 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 however caused 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 liable for loss or damage to the Goods, the Carrier shall have the benefit of every right, defence, limitation and liberty of the Hague Rules during such additional compulsory period of responsibility notwithstanding that the loss, damage or non-delivery of the Goods occurred at such time.

(B) Combined Transport
If carriage is Combined Transport then the Carrier undertakes to perform and/or in its own name to procure performance of the carriage of the Goods from the Port of Loading to the Port of Discharge, whether or not the carriage of the Goods is by sea, land or air, 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:-

- If the stage of carriage where loss or damage occurred is not known:
 - Exclusions
 - Act or omission of the Merchant;
 - Insufficiency or defective condition of packing or marking;
 - Handling, loading, stowage or unloading of the Goods by the Merchant;
 - Inherent vice of the Goods;
 - Strike, lockout, cessation or restraint of labor from whatever cause whether partial or general;
 - A nuclear incident;
 - Any cause or event which the Carrier could not avoid and the consequence of which he could not prevent by the exercise of reasonable diligence.
- 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)(1)(i) to (vii) shall rest upon the Carrier. If the Carrier is able to demonstrate 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)(1)(i) to (vii) then it shall be presumed that it was so caused and in such circumstances the burden of proof shall be on the Merchant to prove that the loss or damage was not caused wholly or partly by one or more of these events.
- 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 of gross weight of the Goods lost or damaged unless the value of the Goods has been declared on the Bill of Lading. If the Carrier has been paid a separate and direct contract between 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 provided for loss or damage occurred is known

Notwithstanding anything provided for in Clause 4(B)(1) if the stage of the carriage where loss or damage to the Goods is known then subject to the operation of Clause 4(C) which shall apply where loss or damage occurs to the Goods 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 the Carrier's liability in respect of any such loss or damage occurring shall be determined as follows:-

- Where the provisions contained in any international convention or national law, which provisions cannot be departed from by contract, are applicable to the carriage of the Goods, then the Carrier shall be deemed to be bound by such provisions and the Carrier in respect of the particular stage of the 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, or
- If no international convention or national law is applicable then the liability of the Carrier shall be determined pursuant to the provisions of Clause 4(B)(1).
- Subject to Clause 4(B)(2)(a) if loss or damage to the Goods is known to have occurred during a period when the Goods were in the custody of a Participating Carrier then the Carrier shall have the benefit of any and all rights, defenses, exemptions, limitations (not invariable) that are incorporated in or incorporated by or incorporated by reference to the Participating Carrier's tariff(s) or contract(s) with the Carrier (in addition to all of the rights, defenses, exemptions, limitations and immunities contained in this Bill of Lading and the Carrier's tariff) and for this purpose such benefit, rights, defenses, exemptions, limitations and immunities shall be deemed to be incorporated herein, and copies are obtainable from the Carrier upon request.

(c) Clause Paramount All carriage under this Bill of Lading (whether electronically produced or not) shall have effect subject to any legislation enacted in any country making the Hague or Hague-Visby Rules consistently applicable and in the absence of any such legislation in accordance with the Hague Rules or COGSA in the case of carriage to or from the United States of America.

In circumstances where the Hague Rules are not compulsorily applicable but are contractually applicable then subject to Clause 23 (and in default declaration) the Carrier's responsibility shall in no event exceed GBP100 per package or customary freight unit.

If any terms of this Bill of Lading are held paramount to the Hague Rules, Hague-Visby Rules, COGSA or any other compulsory applicable legislation then such provision shall be null and void to the extent of such invalidity without invalidating the remaining provisions hereof.

References in the Hague, Hague-Visby Rules, or COGSA to carriage by sea shall be deemed to include references to inland waterways or waterborne carriage.

(D) USA Clause Paramount (if applicable)

- If carriage includes carriage to, from or through a port in the United States of America this Bill of Lading shall be subject to COGSA. The terms of which are incorporated herein and shall be paramount throughout carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or its sub-contractor at the sea-terminal in the United States of America before loading onto the Vessel or after discharge therefrom as the case may be.
- The Carrier shall not be liable in any capacity whatsoever for loss or delay to the Goods or non-delivery or misdelivery however caused while the Goods are in the United States of America away from the sea-terminal and are not in the actual custody of the Carrier. At all times the Carrier acts as agent only for and on behalf of the Merchant and agrees to procure transportation of the Goods in accordance with the usual terms, conditions and tariff(s) of Participating Carriers. If for any reason the Carrier is denied the right to act as agent only at these times, its liability for loss and damage to the Goods or non-delivery or misdelivery thereof shall be determined in accordance with Clause 4(B) hereof.
- If COGSA applies then the liability of the Carrier shall not exceed US\$500 per package or customary freight unit unless the value of the Goods has been declared on the face hereof with the consent of the Carrier and extra freight has been paid in the case of such declaration. If the value of the Goods has been declared (if higher) shall be substituted for the limit and any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.

4. Except as provided herein in Clauses 4(B)(1) and (2), and where COGSA does not apply by operation of law, Carrier's liability will be governed by COGSA unless liability under some body of applicable law is applicable to the particular stage 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 Carrier with all its representatives, warrants and agrees that:
(a) The Goods and any Containers loaded by the Merchant are packed and secured in such a manner as to be handled under ordinary conditions of carriage without damage to the Goods or to the Containers or to the contents of the Containers.
(b) All 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 Container is not supplied by 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 the title of the Goods 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, complete, accurate, reliable, and verifiable.
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 so indemnify shall in no way limit its responsibility and liability under this Bill of Lading or under the Hague-Visby Rules.

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 thermoclastic 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 that Carrier may incur or incur to any person which the Carrier may suffer or incur as a result of its performance of its obligations under this Bill of Lading) and any proper fees, to defend or 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**
The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or other nature and which are prohibited, restricted, controlled, limited or otherwise regulated by any laws, regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, penalties, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, unapproved or insufficient description, marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

8. 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.

9) **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 of or damage to the contents of such Container shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by:
(a) the manner in which the Container has been filled, packed, stuffed or loaded;
(b) the unsuitability or defective condition of the Container or the contents of the Container;
(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 or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon inspection of such Container by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or
(e) the packing or fastening of the contents of the Container.
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 Goods were in good order and condition. If a Shipper-packed 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.

10) **DANGEROUS GOODS AND CONTRABAND**
1. The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and their Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage. Goods which are so marked shall be deemed to be in the definition of Goods for purposes of the Hague Rules, Hague-Visby Rules or COGSA, as the case may be.
2. If the Merchant has failed to comply with the provisions of Clause 10(1), the Carrier shall not be liable for loss of or damage to the Goods and the Merchant shall be liable to indemnify the Carrier against all loss, damage or expense of whatsoever nature and however arising out of such Goods or Containers being tendered for transportation or delivered to or handled or carried by the Carrier.

10) **DECK CARGO AND LIVESTOCK**
Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or carried on deck, shall be deemed to be carried on deck and the Carrier shall be liable for loss of or damage to 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 perils inherent in such carriage but in all other respects subject to COGSA.

11) **OPTIONAL STOWAGE**
The Goods may be loaded 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 in 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 specially note, "on deck" carriage on the face of this Bill of Lading, unless custom to the contrary notwithstanding.

12) **DESCRIPTION OF GOODS**
1. This Bill of Lading shall be the 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 appended on the face hereof as stated in the Number of Containers or other packages or units as stated in the Bill of Lading.
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 representations.
3. Any reference to tolerance or 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 Merchant 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 shall deliver the Goods within the time specified in the Bill of Lading to the Carrier.
3. If the Merchant fails to take delivery of the Goods or 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, deliver the Goods if and in so far as they are not stored in a warehouse or other place of deposit, whether or not the Goods are under cover at the sole 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 (paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall continue upon demand by the Merchant to 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 them to the Goods, so long as the Carrier acts 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 may in 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 comprise 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 unparcled Goods, or becomes mixed or unmixably unidentifiable, the Merchant shall take delivery (whether or not 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 Goods, which are found upon unpacking of the Container.

15) **FREIGHT AND CHARGES**
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 Collected at destination, and shall be paid in full without offset, counterclaim or deduction and non-refundable in any event. Goods and/or Vessel or other conveyance lost or lost to.
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 has been calculated on the basis of particular information supplied by or on behalf of the Shipper. The Carrier may at any time upon any Container or other package or unit and inspect, weigh, measure or re-weigh 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 freight and the freight charged or to double the correct freight less the freight charged, whichever sum is the 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 custody 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 and/or any fines or penalties 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 contract of 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 or may be affected by any law, regulation, order, restriction, prohibition, or other act of whatever 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 treat 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 within the limits of the contract, whereupon the responsibility of the Carrier 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) by any means of transport or storage whatsoever; (b) for any purpose whatsoever transfer 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 customary route from the Port of Loading or the Place of Receipt or the Port of Discharge of Place of Delivery in the Carrier's absolute discretion whether for purposes of taking bunkers or any other purpose; (d) proceed (or not) by air or by land or by water in a container, either in or out of or beyond the customary or intended or advertised route once or more often and whether or not the Goods are loaded in or unloaded from the Goods at any port or place whether or not any such port is named on the face of this Bill of Lading or the Bill of Lading or the 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 of call, or any other instructions or directions or orders or other communications issued 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 under the terms of the insurance on the conveyance employed 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 forwarding conveyance for any reason whatsoever, whether or not within the scope of the transport herein contracted for, and in making such arrangements, the Carrier shall be considered solely 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 covered 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 Containers to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivery to the Merchant.
4. All Containers to be used jointly and several responsibility of all the persons coming within the definition of the Merchant and must be redelivered clean and ready to receive a place or port of discharge nominated by the Carrier within the time prescribed in the Carrier's applicable tariffs and conditions of carriage. The Merchant shall not be liable for any loss or damage to 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 not be bound, but under no obligation, to open any Container at any time and to inspect the contents. If it through any means that the contents or any part thereof cannot safely or properly be carried or carried further, either at all, or without incurring any additional expense or taking any measure in relation to the Container or its contents or any part thereof, the Carrier may at its sole discretion and expense of the Merchant abandon the transport thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same aboard or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against all and any claims, loss, damage, liability or expense incurred by the Carrier.
2. The Carrier is not responsible for any damage or loss of 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 understanding, promise or agreement, oral or written, made between the parties before or after the date of issue of the Bill of Lading or purported prior to or contemporaneous understandings or communications are hereby abrogated. No written or oral agreement of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized in writing by the Carrier. Subject to Clause 3, all agreements or freight engagements for the shipment of the Goods are superseded by this Bill of Lading.

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 resulting from any cause whatsoever, whether or not the Merchant shall be liable for such contribution with 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 salving operation is carried out and the Merchant is not liable for the contribution, the Merchant shall nevertheless be liable for such contribution with 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 salving operation is carried out and the Merchant is not liable for the contribution, the Merchant shall nevertheless be liable for such contribution with 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. 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