# carrier: ASYAD LINE BILL OF LADING Multimodal Transport or Port to Port Shipment

Shipper INI FARMS PVT.LTD A-102, BOOMERANG BUILDING, MAIN CHANDIVALI FARM ROAD, YADAV NAGAR, CHANDIVALI, ANDHERI (EAST), MUMBAI-400072						اسیاد AS\^AD LINE			
Consignee (If "To Order" so Indicate) BARAKAT QUALITY PLUS LLC JEBEL ALI INDUSTRIAL AREA 2 P. O. BOX: 48989 DUBAI 48989 UTD.ARAB EMIR. Mobile : +971552378737 Email : VIVEK.T@BARAKATGROUP.AE						B/L Number : ASLBOM2302357 (DRAFT) Export Reference : ASLMUM062300253			
Notify Party ( Carrrier not responsible for failure to notify; see clause 20(1) hereof) BARAKAT QUALITY PLUS LLC JEBEL ALI INDUSTRIAL AREA 2 P. O. BOX: 48989 DUBAI 48989 UTD.ARAB EMIR.						Forwarding Agent : Consignee's Reference			
Pre-carriage by Place of Receipt NHAVA SHEVA, INDIA						For delivery please contact			
Ocean Vessel / Voyage IRENES WISDOM / 2311			Port of Loading NHAVA SHEVA, INDIA			WILHELMSEN W P S DUBAI PORT SERVICES L.L.C. 24TH FLOOR, DAMAC EXECUTIVE HEIGHTS, TECOM C, PO BOX 8612,DUBAI, UNITED ARAB EMIRATES. TELE: 00 971 4 3823888 WSS.DUBAI.MLOCEAN@wilhelmsen.com			
			Place of Delive JEBEL ALI, UAE						
Marks &	Numbers	No of	Pkas		Descri	+97143823888 ption of Goods & Packages		Total Gr. Wt. (KGS)	Vol
ONLU 8000403/RH40 ASL213266 TEMP : + 1 DEG.CEL. TOTAL 580 BAGS SHIPPERS LOAD, STOW, COUN 1X40' REEFER FCL CONTAINER TOTAL 580 BAGS ONLY (TOTAL FIVE HUNDRED EIGHT) RED ONION 50 KG (KIMAYE) H S CODE: 07031019 INV NO: 95012535 DT.19.06.2 S. BILL NO: 1852138 DT.19.06 NET WT: 29000.000 KGS GR WET: 29058.000 KGS CARGO STOWED IN REFFER CC TEMPERATURE (+ 1 ) DEGREE				DW, COUNT, V OW, COUNT, V OW, COUNT, NE ED EIGHTY B. 2011, 19, 06, 2021 3011, 19, 06, 2021 8011, 19, 00, 10, 10, 10, 10, 10, 10, 10, 10, 10	WEIGHT AND SEAL CC AGS ONLY) 3 3 3 3 3 3 3 3 3 3 3 3 3		29,058.000 KGS <u>Net Wt</u> 29,000.000 KGS	(CBM)	
Shipper's declared Value [see clause 7(2) and 7(3)]						Above Particulars as declared by shipper. Without responsibility or warranty as to correctness by carrier [See Clause 11]			
Total No.of Containers received by the Carrier: 1X40'					FREIGHT PREPAID	Place and date of issue: MUMBAI, 23-JUN-2023			
Movement:			Currency:			Freight Payable At:MUMBAI	No of Original BL's:Three (3)		
Charge Total Frieight Pr	Rate	Basis Total Frieigh	t Collect	P/C Total Freigh	Amount	SHIPPED ON BOARD By the carrier from the shipper in noted herein) the total number or quantity of containers entitled "Total no. of containers/packages received by th conditions hereof (INCLUDING THE TERMS AND CON TERMS AND CONDITIONS OF THE CARRIER'S APPL loading. Whichever is applicable, to the port of discharg original bill of lading, duly endorsed, must to surrenderec goods or a delivery order, in accepting the bill of lading t terms and conditions whether printed, stamped or writte signing of this bill of lading by the merchant. IN WITNESS WHEREOF the number of original bill of Ia	or other pack e carrier" for DITIONS ON ICABLE TAR e or the place b by the merchant n, or otherwise ading stated to	tages or units indicated in the box carriage subject: to all the terms a triHE REVERSE HEREOF AND UIFF) from the place of receipt or a of delivery, whichever is applica hant to the carrier in exchange fo expressly accepts and agrees to se incorporated, notwithstanding (	and THE the port of ble. One or the all its the non-
Excess Value Descrip side	tion:Refer to Cla	use 6(5)(B)+(C) or	n reverse			signed,one which being accomplished the others to star	nd void.	of the Carrier:	

BL Barcode

**By:** SEABRIDGE MARINE AGENCIES PVT. LTD (As Agent for the Carrier)

vel, ven

## BILL OF LADING Terms and Conditions

DEFINITION.
 Paillo of Lading: "means the present document whether called a Bill of Lading or a Waybill.
 "Carriage means the whole or any part of the carriage, loading, unloading, handling, operations and any and a Variage strategy of the Carriage means the whole or any part of the carriage, loading, unloading, handling, operations and any and a Variage strategy of the Carriage means the bary or wholes belief this Bill of Lading is issued, there servasts and agents.
 "Clean" means for Shipper's packed and sealed Containers, a Container received in apparent good order and description, condition, marks or value of the Goods.
 "Combined Transport" strates if the Rade of Racelet and/or the Place of Delivery are indicated on the back

Description, condition, marks or value of the Goods.
 Combined Transport" arises if the Take of Receipt and/or the Race of Delevity any variant article used to the method of the relevant spaces.
 Combined Transport" arises if the Take of Receipt and/or the Race of Receipt any variant article used to the considered set of the relevant spaces.
 The space that the method set of the set of Receipt and/or the Race Receipt and/or the Ra

### R'S TARIFF

has set up an applicable tariff (hereinafter the "Applicable Tariff") to the Carriage, the terms he Applicable Tariff are incorporated herein. Particular attention is drawn to the terms and relating to Container and which demurrage. Cogies of the relevant provisions of the Applicab e from the Carrier or its agents upon request. In the case of inconsistency between this Bill of

ading and the Applicable Tariff, this Bill of Lading shall prevail. . REMITTANCE AND ACCEPTANCE OF THE BILL OF LADING ding shall be sent or released to the Merchant at it sole risk, expense and responsibility and shall be titted to the Merchant upon sending. In accepting this Bill of Lading, the Merchant agrees to be bound titly as if signed by the Merchant, onclusion and the Arabie and the Merchant agrees to be ments or freight engagements for and in connection with the Carriage of the Goods are superseded Lading, including may previous engagements between the Merchant and the Carriage of the Goods are with the sole of the Merchant, once the Merchant and the Carriage of the Goods are superseded Lading, including may previous engagements between the Merchant and the Carriage of the sole o t all agreement the Bill of Ladin

### ants that it is, or has the authority of, the Person owning or entitled to the possession of the

and this till of Lading. **+VESSL OPERATING COMMON CARPLER (NVOCC)**, and has issued, or intends to issue, afther iteratiant is a two kessed Operating Common Carmer (NVOCC), and has issued, or intends to list all of Lading that issues that all or that care of the Carmage issued by it in respect of the Goods bits Bill of Lading shall incorporate the terms and conditions of this Bill of Lading. Should the said NVOC shall inclements and caracteristic the NVOCC shall inclement by the server of the sole the Sing Carman Sing Carman Sing Carman Sing Carman Sing Carman Sing Carman compared these servers and conditions the NVOCC shall inclement by the said NVOC shall inclement by the NVOCC shall inclement by the Sing Carman Sin

## Sub-Contractors against all resulting consequences. 5. CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT

w. unstatic a netromosaliti it and ULAUSE PARAMOUNT When loss or damage has occurred between the time of acceptance of the Goods by the Carrier, or any Underlying Carrier state herd or Loading and the time of the Carrier or any Underlying Carrier tendening the Goods for the state of the Loading and the time of the Carrier or any Underlying Carrier tendening the Goods for they are fulled on the state of the Carrier or any Underlying Carrier tendening the Goods for they are fulled on the State of the Carrier or any Underlying Carrier tendening the Goods for they are fulled on the state of the Goods, however, and the state of the Carrier or any Underlying carrier tendening the Coods, however, and the Underlying Carrier tendening the Goods for damage in connection with the Goods, however any additional tendening the State State of the Carrier of the Goods, here any asplicable compulsory in workvers to the contrary of the foregoing, the Carrier shall nonethietes have the benefit of every right, delence, limitation, on hipments to or from the United States (as defined by US COGA), the rights and liabilities of the parties shall be updet exclusively to US COGA which shall also gover before the Goods are loaded on and after they are disclarged from the Vessel provided, however, that the Goods as salt times are in the custody of the Carrier or any Sub-Contrary.

ntractor. el Transport el anasport el anasport el anasport el anasport el anasport el anasport y aplicatale by the view of such state. In the absence of such computary lawar convention the b e under no itability whatseever for loss of or damage in connection with the Goods, howseever el ander no itability whatseever for loss of or damage in connection with the Goods. In the such and 2) Combined 3) With the e hall be deterr

Carrier shall be under no liability whatsoever for loss of or damage in connection with the Goods, howsoever courring. Concerning. Concerning between countries is Enzyme, liability shall be determined in accordance with the Drawetion on the Contract for the International Carriage of Goods by Road (CMR), dated 130h. Nay 1555; and Unity rail Carriage between countries in Enzyme, liability shall be determined in accordance with the Unity rail Carriage between countries in Enzyme, liability shall be determined in accordance with the CMR deta 23th February 1961 (or any amendments to this Convention or Agreement). The Carrier or any Underlying Carrier, such Combined Transport will be governed by the provisions of Clause 6 (1). The Carrier or any Underlying Carrier, such Combined Transport will be governed by the provisions of Clause 6 (1). The Carrier Staff Which will be governed by, and be subject to. This terms and continuous the termination of the Carrier is any other carrier's Taff Which will be governed by where applicable, the CC Uniform Bill of Lading together with the Underlying Carrier's Taff Which will be incorporated benefits. NotWitterstaff between the Carriage between the Carrier and any Underlying Carrier, such Combined Transport and the governed by the terms and contactions of the Lading together with the Underlying tart to tag the terms and contactions of the safe protect contracts) which all be incorporated herein as the together to the terms and contactions of the safe protect contracts of the safe any office of the safe together to the decimation of the safe protect contracts (b) while approximated herein as the together together together with the Underlying and together the terms and contact(s) shall be available to the Merchanet ary office of the safe together together together with any office of the safe together together with the safe stafe together with all apply to the together together together with any office of the safe together together together with the Underlying ane

3) Append Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or mentioned his Bill of Lading, it shall act as the Merchant's agent and shall be under no liability whistoever for any loss o mange to the Goods or any direct, indirect or consequential loss arising out of or resulting from such act, operation or service. If, for any reason whatsoever, the Carrier is denied the right to act a sagent as mentiones operation or service. If, for any reason whatsoever, the Carrier is denied the right to act as agent as mentiones operation or service. If one any reason whatsoever, the Carrier is denied the right to act as agent as mentiones operation. The second second

ms are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all Aerchant against any other third party, including Underlying Carriers and Sub-Contractors, on

### account of such payment. 7. NOTICE OF CLAIM AND TIME FOR SUIT.

Basis of Compensation hout projects or any applicable limitation of lability in accordance with the provisions set forth in Claus ed, the basis of compensation shall be limited to the value of the Goods so damaged or hoat (excluding emined by reference to the commercial involto or the custom selectations. In or circumstance absolvershall the Carrier be responsible for indirect damage, loss of profit or consequential damage. Ad Valoren Lability

Valorem Liability rotanta agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and t staston higher than that provided for in this Bill of Lading may not be claimed unless, with the conse rive; the value of sub Goods is declared by the Shipper provide to the commencement of the Carriage in writing on this Bill of Lading and extra Freight is paid. In such a case, the amount of the declared substituted for the limits laid down in this Bill of Lading, proparatila loss of dmage shall be adjuot South and the limits laid down in this Bill of Lading, proparatila loss of dmage shall be adjuot South as of the limits laid down in this Bill of Lading, any paralla loss of dmage shall be adjuot South as a different of Dause 8 (1).

lay mer does not undertake that the Goods or any documents relating thereto shall arrive at the Port of mer does not undertake that the Goods or any documents relating the relation use and the Port of the provide the state of the state

the delayed closeds, exclusive of local charges and/or demurrage. 0) IS COGSA limitation to US carraige them the Carraige is to or from the United States of America as stipulated in Clause 6 (1), and unless the natur of value of the Goods is declared on the back of the Bill of Lading in the condition set out in Clause 8 (2), the arrier's limitation of liability in respect of the Goods are not shloped per Container, package, multiple alle or other undle, pailer, or diver unit, or when the Goods are not shloped per Container, package, hundle, pailer or other

## t, US\$ 500.00 per customary Freight units. METHODS AND ROUTES OF CARRIAGE The Carrier may at any time and without notice to the Me

Carrier may at any time and without nonce work in any mass of Carrier any mass of Carrier any mass of Carrier what have the another including but not limited to transshipping or carrying another vises that that named on the back hered, another vises that that named on the back hered, and remove the Goods which have been packed into a Container and forward them in a Container or a Container on the container on t

, we do hany route, place, or port, in its discretion (whether or not the nearest or most direct or custo ised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more oft

proceed by any route, piace, or poin, in the decision of the second of t

nools for Carriage without any written request for Carriage in a specialisedContainer, or for in a Container, the Merchant accepts that the Carriage may properly be undertaken in a

## general-purpose Container. 10. MATTERS AFFECTING PERFORMANCE

age is or is likely to be affected by any hindrance, risk, da In the Carrier's opinion, at any time the Carriage is or is likely to be affected by any hindrance, risk, danger, sufficially or disadvariage of whatsevenking (direct trains the inability) of the Goods safely or properly to be unstances giving rise to such hindrance, risk, danger, delay, afficulty or disadvariage esticat at the time the introd was entered into or the Goods were received for Carriage), the Carrier (whether or not the Carriage is nmenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier: carry the Goods to the contracted Port of Discharge or Porte or Delavery, whichwer is applicable, either by the a) carry the

he alternative route to that indicated in t t of Discharge or Place of Delivery. If the entitled to charge such additional freight, ch additional freight and charge(s) to be usual for Goods consigned to that i of this Clause 10 (a) hereof, it shall ), as the Carrier may determine ns relating to Freight set out in this

Facility additional freight and charge(s) to be subject to the terms and conditions relating to reegin set our in use Bill of Lading).
(b) suspend the Carriage of the Goods and store them ashore or alloat upon the terms and conditions of this Bill of Lading) and dealers unto forward them as soon as possible, but the Carrier makes no representations as to the subject to be terms and conditions relating to the Carrier may determine (ouch addition large) to be subject to be terms and conditions relating to a the Carrier may determine (ouch addition) freight to be subject to be terms and conditions relating to the Subject (and the subject Il not prejudice its right subsequently to aba NOTIFICATION AND DELIVERY Any mention herein of parties to be pattern failure to aba

to be notified of the arrival of the Goods is solely for information of the Car a shall not involve the Carrier's liability nor relieve the Merchant of any

In your inertion of parties to be notified of the arrival of the Goods is solely for information of the Carrier, the Bayes and hotfiction shall not involve the Carrier's liability nor relieve the Merchant of any of Bayes and hotfictions shall not involve the Carrier's liability nor relieve the Merchant of any of the Cools with the time provided for in the Carrier's shall be entitled. In the Carrier shall be entitled, without notice, to unpack the Goods are involved for in the Carrier's shall be entitled, without notice, to unpack the Goods are involved for in the Carrier's and the Carrier's shall be entitled, without notice, to unpack the Goods are involved for in the Carrier's and the Carrier's shall be entitled, without notice, to unpack the Goods are involved for interval to the Carrier's hall be entitled, without notice, to unpack the Goods are involved for interval to the Carrier's hall forthwith upon demand be paid by the Merchant to be Carrier.
10 // whether by act or omission, the Merchant directly or involved, failed so roll hadres are indicated by the Merchant to the Carrier's the Carrier's for the Carrier's for shall be for its full account.
10 // whether by act or omission, the Merchant directly or involved, failed so roll hadres are classes or direct value, the Carrier may, without prejudice to any other rights in the mechanic to be accelerated and papy any proceeds of sale in reduction of the sums due to a Carrier's and, destroy or dispose of the Goods and papy any proceeds of sale in reduction of the same due to the areal sale in the Archant in request of the Merchant in the Goods and the Failes of Daliery stated herein, in this respect. In particular, the Merchant tail propose the Goods of the Herein Archane the above calcing due as a displass are displass to delivery with the Goods. (4) 11

(6

be applicable hardf does not explicitly provide for the continued application of the terms and conditions of the Bill of Lading then the Carrier shall as a segret only to the Merchant in arranging for delivery of the Goods to the Goods of the Carrier and as a segret only to the Merchant in arranging for delivery of the Goods to the Carrier and as a contrast of the Single Carrier and the Carrier shall as a contrast of the Single Carrier and the Carrier and as a contrast of the Single Carrier and the Carrier a

## 13. LIEN

In the two processes of the second se

## Carrier under this Clause. 14. GENERAL AVERAGE AND SALVAGE (1) In the event of accident, danger, dama

Carrier under this Clause. **14. GENERAL TREASE AND SUIVAGE** (1) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsever, due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, curticat or otherwise, the Mershant shall contribute with the Carrier in diade or incurred, and shall by assisted and appendix the statute of the diade of the diade of the diade or incurred, and shall by assisted and special charges incurred in response of the Goods. The Mershan shall always be considered and or incurred, and shall by assisted and special charges incurred in response of the Goods. The Mershan shall always be considered ageneral average consiste. (2) Any general average on alwage act to avoid damage to the environment shall always be considered and or incurred, and shall by assisted and special charges incurred in response of the Goods. The Mershan Shall shall be adjusted according to the requirements of the operator of dual ty statute, enter the estimation general average contribution of the Goods before delivery if the Carrier or the operator fragures, or, if the Carrier the operator does not so require, which there (S)months of the delivery of the Goods, whether end to the delivery of the Goods, whether end to the operator of the Goods. The there equires the adjusted according to the estimated average contribution of the Goods before delivery if the Carrier or the operator regures, or, if the Carrier the operator does not so require, which there (S)months of the delivery of the Goods, whether even the estimated payment for disbursements and on the daigntomer shall be curclated at the the repression of not and busines or vassed belonged to stranger. (1) a a shifty used is in our correct of the delivery of the carrier and low as a specific to a strate as the share correct by the Carrier, shaves as the share correct by the Carrier shaves ashifts and to carrier or the

salvage remuneration. (6) If the Merchanic contests payment of contribution to general average, salvage, salvage charges and/or spe charges to the Goods on any grounds whatsoever or fails to make payment of contribution within three (3) months of the issue of the adjustment hered, whether or not prior security has been provided, the Merchant shall pay interest for the period in excess of three (3)months on the contribution due at two (2) percent per anium above the base lending rate of the central basis (a) the contribution due at two (2) percent per anium above the base lending rate of the central basis (a) the control without courners (the adjustment is its salvage). ddition to the contribution due. BOTH-TO-BLAME COLLISION

BOINT-INSERVE deviation with another ship as a result of the negligence of the outer sing end with let or deaut of the Master used will indemnify the Carrier of the Master biological strain and the Master and used will indemnify the Carrier again tail loss or hisbits to the other or nor acrying ship or her owne ar as such loss or liability represents loss of, or damage to, or any dain whatsever of the Merchant, and be the Master or non-carrying ship or her owners to the Merchant and set of, recouped or recovered other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The other and all also apply where the owners, operators or those in charge of any ship or other ets of ther than, or in addition to, the colliding ships or objects are at fault in respect of a collision or count

the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, poertors or those in charge of any ship or rabies or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contain 16 CL VMI and TRE STAT DEADER on the Detectment 1 all Bills of claim or negoted the contents: the container have been surrendered authorising delivery to a single Merchant at a single Place of Delivery. In construit due delivery hereunder, but will only be defected against payment by the Merchant of Closd Stat multiple structures and the structure of the contents in construct due delivery hereunder, but will only be defected against payment by the Merchant of CLS Service Dorations of the any additional services rendered. Solid down in the Tariff Logelher with the structure and additional services rendered. Solid down in the Tariff Logelher with the structure and additional services rendered. Solid down in the Tariff Logelher with the structure and of the any additional services rendered. Solid down in the Tariff Logelher with the structure and of the any additional services rendered. Solid down in the Tariff Logelher with the structure and of the any additional services rendered. Solid down in the Tariff Logelher the Goods of series and of the any additional services rendered. The defect that it is "One of part cargoes in the Container", then the Goods detailed overleaf are said to comp are of the contents of the total closed swithin the Container of bulk. Goods winappropriate Goods of the container shall the deliver the Goods to be any shortenge in such proportions as the Carrier series and to balk and the advery shall constitute due deliver hereader.

hereunder. 17. DESCRIPTION OF GOODS AND NOTIFICATION The Carrier, its agents and servants shall not in any circum insufficient packing or inaccuracies, abiliteration or absent mis-delivery due to marks, countermarks or numbers, no Goods, any custom of the port to the contrary notwithsta 10. OPTIONAL STOWAGE AND DECK CAREO t in any circumstant tion or absence of m numbers, nor for fa

18. OF IDMAL SITURAL AND EACL CANCE AND ALL CALLS AND A In general average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rule or US COGSA and thall be carried subject to those rules. (3) In the event the Goods which are stated on the back hered as being carried on deck (or in the event of the absence of the mention" hander deck" or any similar methods), and which are so carried, the Hague Rules shall absence of the mention" hander deck" or any similar methods). And which are so carried, the Hague Rules shall be absence of the mention" hander deck" or any similar methods. And which are so carried, the Hague Rules shall whether or not caused by negligence on the part of the Carrier, its servents, agents or fub-Contractors. If the carrier's liability is anyway implicated, the liability of the Carrier shall be limited according to the terms and conditions of this Bill of Lading and otherwise to the Hague Rules or the US COGSA rules, whichever is applicab under Clause 5 supra.

under Clause 6 supra. 19. LIVE ANIMALS The Carriage of live animals is strict with the Carriage of live animals. 20. DANGEROUS GOODS (1) No Goods which are or may be radioactive materials), or which are

20. DARGEROUS GODOS 20. DARGEROUS GODOS 10. Data constrained and provide the constrained of the constrained of danageting (including) (including) on which are or may factorial table to danaget any resons or properly mitatoeser, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table, shall be tendered to the Carrier for Carriage without previously giving written moleco of their native, character, name, label and classification (if applicable) to the Carrier and obtaining its express consent in writing, and whoth the Carrier for Bodos themselves being distinctly market consent and ory marking, or the optimion of the Carrier for Bodos themselves be destroyed, disposed on the coursies as to indicat hemmales or dismany marking, having way at any time be destroyed, disposed, or displacible, is noticed. (2) The Herchant undertakes to provide the Carrier with all accurate and up to date detailed information relation to the control. harmless (2) The Me

nature, dangerousness, and stowage, storage and transportation of such Goods, and that such Goods are packed, stowed and suffed in a manner adequate to withstand the risks of Carnisge having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carnier (3) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnity the Carnier against at it claims, failings, origin, costs, first, bioses, damages or expenses arring in consequence of the species taken by the Carnier pursuant to Clause 20 (1), whether or not the Merchant was aware of the nature of such Goods. ing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere

Cooks. 1. In growtawie in this Clause shall deprive the Carrier of any of its rights provided for elsewhere. 1. I enclass the Cooks 1. I enclass th

maintenance of any level of humidity inside the Container. (2) The term "approxem topod order and condition" when used in this Bill of Lading with reference to Goods with require infiguration, writiliation or other special controls does not mean that the Goods, when received were designated by the Merchant. (3) The Herchant & free to use its own temperature recording device. In no circumstance shall the Carlier be under any obligation to release the extracted data log orceriod of the Container listed to the Merchant of any o

Son. The Carrier shall not be liable for any loss of or damage to the Goods ansing from latent defects, angement, breakdown, defroating, stoppage of the enfrigerating, ventilating or any other specialized indersy, plant, insulation and/or apparitud to the Container Vesse, conveyence and any other foillies, vided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain target supplied by the Carrier in an efficient state. If by order of the authorities at any place, a Container must be opened for the Goods to be inspected, the rew will not be liable for any loss of damage incurred as a result of any opening, unpacking, inspection and re-pack in the Vertice and the Carrier in an efficiency to solve opening, unpacking, inspection and re-pack in the Merchant.

from the Merchant. (2) By tendering the Goods for Carriage, the Merchant authorises the Carrier to gen the Container at its sole discretion and to proceed with the inspection of the Goods. Should the Goods be misdeclared, the Carrier rese its right to stop the transport at any time according to Classe 10 of the Bill of Lading. (3) In no ricrumstance whatsoever shall the Carrier be liable for any loss, damage or delay howsoever arising from any action taken under this Classe.

### MERCHANT-PACKED CONTAINERS 23.

23. MERCHART-PACED CONTINUES
 24. MERCHART-PACED CONTINUES
 25. MERCHART-PACED
 25. MERCHART-PA

## (4) Th

evidence of it being sound and suitable for use. 24. CARRIAGE APERCTED BY CONDITION OF GOODS If it appears at any time that, due to their condition, the Goods cannot safely or properly be carried (or carried further), either at all or without incursing any additional expresse or taking any measure(s) in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as its agent only) take any measure(s) and/or incur any additional express or taking any angle transfer agent (so and or solid or so

at any place, whichever the Carrier, in its absolute discretion, considers most appropriate, which abandomment, storape, gaie or disposal shall be devende to constitute due delivery under this Bill of Lading. The Merchant shall 25. DESCRETTION OF GOODS (1) This Bill of Lading, the Merchant Bill of Lading, the Merchant Shall or Lading, the Merchant shall and the storage start of the storage storage storage storage storage storage storage good order and condition, except as otherwise noted, of the total number of Containers or other packages or unbs inclusted in the box on the back here dentified. Total bill of Containers / Deckages received by the Carrier', (2) chart and the contribution of the entities of the total number of Containers of the Carrier (3) chart and the box on the back here dentified. Total bill of Containers / Deckages received by the Carrier', (2) chart and the description of the contribution of the Group the weight, contents, (3) If any particulars of any Letter of Credit and/or Import Licence and/or Sale Contract and/or Invoice or order number and/or dealls of any contracts which the Carrier is not a party are shown on the back of this Bill of Lading, such particulars are included solely at the request of the Merchant for its convenience. The Merchant Lading, such particulars are included solely at the request of the Merchant ther agrees to Indemnity the Carrier against all consequences of including such particulars relating to the Coods as set out overleaf have been lawful codes and contain no contraband, drugs or other likegia where all contendes that the Goods will not cause loss, damage or expense to Hacarrier that any any other carrier. (5) With particulars are independed in incured by the Dartier and torter. The Shipper allow annoticed of the Merchant and any other carrier that the definition of Merchant action weight the Carrier (3) The Shipper and sequences and correct. The Shipper allow such task the Goods will not cause loss, dangee or spense to the Carrier or the any other carrie.

26. SHIPPER'S / HERCHANT'S RESPONSIBILITY (1) All of the Persons coming within the definition of Herchant in Clause 1, including any principal of such Person shall be jointly and severally liable to the Carrier for the due fulfiment of all obligations undertaken by the Herchant or Shipper in this Bill of clausing, and remains all suble throughout Carringe notwithstanding their having transferred this Bill of Lading and/or title to the Goods to any third party. Such liability shall include but not be exercised on the second (2) The Shipper variants to the Carrier that the particular relating to the Goods as set out overlated have been checked by the Shipper on receipt of this Bill of Lading and that such particulars, and any other particulars throughed by on behalf of the Shipper are adequate and correx. The Shipper also warrants that Goods and the Goods a

(2) The Shipper varrants to the Carrier that the particulars relating to the Goods as set out overlaaf have been devided by or on behalf of the Shipper, are adequate and correct. The Shipper allow varrants that the Goods are set out overlaaf have been during to contain no contrabund. In Bill of Lading and the such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper allow varrants that the Goods are set out overlaaf have been during the Shipper allow varrants. That the Goods are set out overlaaf have been during the set of the Shipper and the Shipper allow varrants that the Goods are set out overlaaf have been during the set of the Shipper allow varrants. That the Goods are overlaaf the set of the Shipper allow varrants that the Goods are overlaaf the set of the Shipper allow varrants. That the Goods are overlaaf the set of the Shipper allow varrants that the Goods are overlaaf to the set of the se

and/or until redelivery to the Carrier, Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them. 27 SUP-CONTRACTING AND INDEMINITY 27 SUP-CONTRACTING AND INDEMINITY 20 In the Merchan Undertakes: (a) no claim or allegation whether arising in contract, balinnent, toor to otherwise, shall be made against any servant, agent of Sub-Contract of the Carrier, which impose of attempts to impose upon them, or any vessel averant agent of Sub-Contract of the Carrier, which impose of attempts to impose upon them, or any vessel averant agent of Sub-Contract of the Carrier, which impose of attempts to impose upon them, or any vessel averant agent of Sub-Contract of the Carrier, which impose of attempts to impose upon them, or any vessel averant of chartered by any of them, any liability whatsover in connection with the Gods of the Carrier agent as (b) if any such claim or allegation should nevertheless be made, the Herchant willindeminy the Carrier against a devery right, exemption from liability, defece and immunity of hatsover entate applicable to the Carrier of the avery right, exemption from liability, defece and immunity of hatsover entate applicable to the Carrier of the and/orce the same against the Merchant and the site of the scontract for Carrier, to the setter of the against the Merchant and in entering in this contract, the Carrier to the provision, does so not only on its own behalf but also as agent and trustee for such sub-Contractor, agent or servant.

purvariance, suces so not only on its own behalf but also as agent and trustee for such Sub-Contractor, agent or servant.
(3) The provisions of Clause 27 (2), including but not limited to the undertakings of the Nerchant contained therein, shall extend to claims or allegations of whatsoever nature against charter Persons Chartering signed or carrying Vesselu (4) Nothing herein contained shall be construed to limit or to relieve any beneficiaries of this Clause from liability to the Carrier for damage, loss and liability arising or resulting from the frailaut register. (3) The Werchant further undertakes that no claim or allegation in respect of the Goods shall be made against the carrying vesselu (4) Nothing were any liability withsour endertakes that the Colido or the Carrier and the carrying structure and the second structure and the carrow and the Goods of the Carrier and the second structure and the carrier against all consequences thereof. **28. VALUTION OF THE CONTRACT** 

29. VALIDITY In the event that law which canno anything herein contained is inconsistent with any applicable international convention or be departed from by private contract, the provisions hereof shall, to the extent of such no further, be null and void.

In the event that anything herein contained is inconsistent with any applicable intermational convention or national law which cannot be deprived from by provide contract, the provisions hered shall, to the extent of such 20. Law provide stress the number of the second stress of