

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) VKM FOODS PRIVATE LIMITED 202, RAHEJA ARCADE, PLOT NO.61, SECTOR-11 CBD BELAPUR, NAVI MUMBAI, PIN-400614 DISTRICT THANE, *		BOOKING NO. 2731639130	BILL OF LADING NO. OOLU2731639130
CONSIGNEE (COMPLETE NAME AND ADDRESS) PESCANOVA HELLAS LTD VAT NO. EL 999290668 53 PENTELIS AVE & 16-18 PATROKLOU STR 15235 VRILISSIA, GREECE		EXPORT REFERENCES RATE FOLDER 00044037 IN SHPR IEC 0313081590	
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)) PESCANOVA HELLAS LTD VAT NO. EL 999290668 53 PENTELIS AVE & 16-18 PATROKLOU STR 15235 VRILISSIA, GREECE		FORWARDING AGENT-REFERENCES FMC NO.: POINT AND COUNTRY OF ORIGIN OF GOODS	
PRE-CARRIAGE BY		PLACE OF RECEIPT NHAVA SHEVA, ++	
VESSEL/VOYAGE/FLAG KOI 020 W		PORT OF LOADING NHAVA SHEVA, INDIA	
PORT OF DISCHARGE PIRAEUS, GREECE		LOADING PIER/TERMINAL MUMBAI	ORIGINALS TO BE RELEASED AT
		TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) FCL / FCL	
		ALSO NOTIFY PARTY-ROUTING & INSTRUCTIONS *STATE MAHARASHTRA, INDIA ++MAHARASHTRA, INDIA	

(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
OOLU6236840 /OOLJSB	1942	1942 CARTONS /FCL/FCL /40RQ	27964.800KGS	
	1942 CARTONS	1X40'FCL REEFER TOTAL 1942 MASTER CARTONS SQUID INDIA WHOLE ROUND, DEEP FROZEN PACKING : 12 X 1 KG, 15% GLAZE TRAY IN BAG WITH RIDER CARD AND LABELS SPECIES : LOLIGO DUVAUCELLI HS CODE : 030743 INVOICE NUMBER : VKM/S/23-24/65 DATE: 15.01.2024 S/B NO.: 6763072 DATE: 15/01/2024 PROCESSING PLANT: VKM FOODS PRIVATE LIMITED	27964.800KGS NET WEIGHT 23304.000KGS	

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 3 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 18 JAN 2024 DATED 18 JAN 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 o 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: KOI

VOYAGE: 020 W

B/L NO.: OOLU2731639130

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
		PLOT NO. D-154/1 & D-155, TTC INDUSTRIAL AREA, SHIRAVANE, DISTRICT THANE, NAVI MUMBAI - 400706. MAHARASHTRA, INDIA. GROSS WEIGHT: 27964.80 KGS NET WEIGHT WITH GLAZE: 23304.00 KGS NET WEIGHT WITHOUT GLAZE: 19808.40KGS SHIPPER'S COUNT STOW & LOAD 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: GAC SHIPPING S.A. 9, 2ND MERARCHIAS STREET 185 35 PIRAEUS GREECE PHONE: 30 210 4140400 -----				
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 ♦

VESSEL: KOI 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 for shipment in external apparent good order and condition, unless otherwise indicated, the number of containers, packages or other customary freight units used as "Total Units" 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 validity of any conditions stated hereon shall be governed by the terms, conditions, rules, wharves, written, printed, stamped or otherwise incorporated herein, as fully as if they were all signed by such Merchant.

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

(a) OOEL 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 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 the 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, 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 this document, consignee, receiver of the Goods any person or entity entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of such person or entity.

(a) Goods received from the Shipper and includes any Container not supplied by or on behalf of the Carrier. "HOLDERS" means any person for the time being in possession of this Bill of Lading to whom the property interest in the Goods has passed on or by reason of the contract 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, 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. "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. "PORT OF DELIVERY" shall be the place where the Goods are delivered by the Carrier to the consignee. "COGSA" refers to the Merchant's Obligations for Goods by Sea Act of the United States approved April 16, 1936 and any subsequent modifications or re-enactment thereto. The "HAGUE RULES" refers to the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading of 1924 and the "HAGUE-VISBY" refers to the Hague Rules as Amended by the Protocol done at Brussels on February 23, 1968. References to the internal law of a State shall be deemed to exclude all principles of private international law applied by such State. "STATE" shall mean any nation, commonwealth, territory or possession, internationally recognized to be a body politic and to exercise sovereign power. "COMBINED TRANSPORT" arises if 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" arises if only 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 TARIFF The terms of the applicable tariff(s) of the Carrier are incorporated herein. Copies of the relevant tariff(s) of the 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 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 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.

(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 from the Place of Receipt to the Port of Loading and/or from the Port of Loading to the Port of Discharge, 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:-

- 1. If the stage of carriage where loss or damage occurred is not known (a) Exclusions (i) Carriage where the loss or damage to the Goods is not known then the Carrier shall be liable for loss and damage to the Goods save that the Carrier shall be relieved from liability for any loss or damage to the extent that such loss or damage was caused by: (i) An act of omission of the Merchant; (ii) Insufficiency or defective condition of packing or marking; (iii) Compliance with the instructions of persons entitled to give them; (iv) Handling, loading, stowage or unloading of the Goods by the Merchant; (v) Inherent vice of the Goods; (vi) Stowage, packing or restraint of labour from whatever cause whether partial or general; (vii) A nuclear incident; (viii) 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. (b) Burden of Proof The burden of proving that any loss or damage was caused by one or more of the events mentioned in (b)(i)(viii) above shall rest upon the Carrier. In the absence of such proof, 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 on the Merchant 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 of gross weight of the Goods lost or damaged unless the value of the Goods has been declared on the face of this Bill of Lading and, in the circumstances of the case, has been paid whereupon 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

Notwithstanding anything provided for in Clause 4(B)(i) 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:- (a) By the provisions contained in any international convention or national law, which provisions cannot be departed from by any legislation enacted in any country making those provisions applicable to the Carrier and vessel concerned, in the circumstances with 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 (b) 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).

(c) 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, defences, exemptions, limitations and immunities (if any) which are available to the Participating Carrier's tariff(s) or contract(s) with the Carrier (in addition to all of the rights, defences, exemptions, limitations and immunities contained in this Bill of Lading and the Carrier's tariff and for this purpose such benefit, rights, defences, exemptions, limitations and immunities shall be deemed to be incorporated herein, and copies are obtainable from the Carrier upon request.

(d) 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 compulsorily 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 (in and without 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 repugnant 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.

(E) USA Clause Paramount (if applicable)

1. 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 or the sea-terminal in the United States of America before loading onto the Vessel or after discharge therefrom as the case may be.

2. The Carrier shall not be liable in any capacity whatsoever for loss or delay to the Goods or non-delivery or misdelivery howsoever 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 desired 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.

3. 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 amount of the actual custody of the Carrier or its sub-contractor or the sea-terminal in the United States of America before loading onto the Vessel or after discharge therefrom as the case may be and the declared value (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 otherwise indicated. In no event shall the body of law applicable to the Carrier's transport where the loss occurred be 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 packed by the Merchant are packed and loaded in such a manner as to be handled under the ordinary conditions of carriage without any special precautions, except as may be indicated on the face hereof; (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 (d) The Merchant warrants that the Carrier is not subject to 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 party to the Shipper.

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 any such breach). In such event any such claim, loss, damage, fine or expense shall include, but not be limited to 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 in violation of any laws, regulations or requirements of customs, port and other authorities, and shall be and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any legal, incorrect or insufficient description, marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

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 or any Container packed, stuffed or loaded by the Carrier, except as may be provided in this Bill of Lading. 2. The Carrier shall not be liable for loss or damage to the Goods or any Container packed, stuffed or loaded by the Carrier, if such loss or damage, non-delivery or misdelivery is caused by: (a) the manner in which the Container has been filled, packed, stuffed or loaded; (b) the unsuitability of the contents for carriage in Containers; (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 goods for carriage in 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) packing or temperate controlled Goods as other than the booked temperature.

3. 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 in good order and in the condition in which it was received by the Carrier. 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.

9) 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. 2. Goods which are dangerous, inflammable, radioactive or otherwise so classified by any authority shall not be, delivered, unloaded, destroyed, or rendered harmless without compensation, and if the Merchant has not given notice of their nature to the Carrier under Clause 9(1), the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

3. The Merchant warrants the Goods are lawful Goods and undertakes not to deliver to the Carrier any Containers or Goods containing any contraband. 4. If the requirements of clauses 9(1) and (3) are not complied with, the Merchant shall indemnify the Carrier against all loss, damage or expense of whatsoever nature and howsoever 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 1. Goods to be stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and packed, whether or carried, including but not limited to, the following, radioactive or otherwise so classified by any authority 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 interest in such carriage runs in all other respects subject to COGSA.

2. The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods. 3. 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.

4. 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 "note, "on deck" carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding.

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 "note, "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 the Number of Containers or other packages received and acknowledged by the Carrier.

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 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 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 party notified 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 take delivery of the Goods within the time specified in the Carrier's applicable tariff. 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, deliver the Goods to any warehouse or store or to any other place or to any other person or to the Carrier's warehouse, at the option of the carrier at the 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 by the Merchant.

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 responsibility properly to be original Bills of Lading or other documents entitling the holder to possession of the Goods, including but not limited to, general average contributions, freight delivery, demurrage, penalties, detention, port and/or handling charges, to whomsoever due and/or for the cost of recovering the same original Bills of Lading or other documents entitling the holder to possession of the Goods, including but not limited to, general average contributions, freight delivery, demurrage, penalties, detention, port and/or handling charges, to whomsoever due and/or for the cost of recovering the same original Bills of Lading or other documents entitling the holder to possession of the Goods, including but not limited to, general average contributions, freight delivery, demurrage, 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