

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) VKM FOODS PRIVATE LIMITED 202, RAHEJA ARCADE, PLOT NO.61, SECTOR-11 CBD BELAPUR, NAVI MUMBAI, 400614 DISTRICT THANE*		BOOKING NO. 2715837120	BILL OF LADING NO. OOLU2715837120
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		ALSO NOTIFY PARTY-ROUTING & INSTRUCTIONS * STATE MAHARASHTRA, INDIA	
VESEL/VOYAGE/FLAG KOI 015 W	PLACE OF RECEIPT NHAVA SHEVA, INDIA	LOADING PIER/TERMINAL MUMBAI	ORIGINALS TO BE RELEASED AT MUMBAI
PORT OF DISCHARGE PIRAEUS, GREECE	PORT OF LOADING NHAVA SHEVA, INDIA	TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) FCL / FCL	

(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
OOLU6494253 /OOLHTD1063	2000	2000 CARTONS /FCL/FCL /40RQ	28000.000KGS	
	2000	SHIPPER'S COUNT STOW & LOAD 1X40'FCL REEFER TOTAL 2000 MASTER CARTONS FROZEN SQUID WHOLE PACKING:6 X 2 KG WITH 20% GLAZE SPECIES : LOLIGO DUVAUCELI HS CODE : 030743 INVOICE NUMBER : VKM/S/22-23/084 DATE: 18.03.2023 PROCESSING PLANT: VKM FOODS PRIVATE LIMITED PLOT NO. D-154/1 & D-155, TTC INDUSTRIAL AREA, SHIRVANE, DISTRICT THANE, ** TO BE CONTINUED ON ATTACHED LIST **	28000.000KGS NET WEIGHT 24000.000KGS	

**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 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 <b>3</b> original bills of lading have been signed, one of which being accomplished, the other(s) to be void. DATE CARGO RECEIVED 20 MAR 2023  DATE LADEN ON BOARD o 22 MAR 2023  DATED 22 MAR 2023	
CODE	TARIFF ITEM	FREIGHTED AS	RATE	PREPAID		COLLECT
The printed terms and conditions appearing on this Bill of Lading are available at www.oocl.com, in OOCL's published US tariffs, and in pamphlet form.  + STRIKE OUT FOR ON BOARD VESSEL BILL OF LADING * SEE CLAUSE 1 HEREOF o SEE CLAUSE 2 HEREOF QF001 HQD 01/01						SIGNED OOCL (INDIA) PRIVATE LIMITED BY:  , as agent for  ORIENT OVERSEAS CONTAINER LINE, AS CARRIER ♦

**COPY NON NEGOTIABLE**

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

VESSEL: KOI

VOYAGE: 015 W

B/L NO.: OOLU2715837120

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
		NAVI MUMBAI - 400706. MAHARASHTRA, INDIA GROSS WEIGHT: 28000.00 KGS NET WEIGHT : 24000.00 KGS S/B.NO : 8578525 DT: 18-MAR-23 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 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 are stated 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, condition and date if mentioned are to be considered by the Carrier.

Notwithstanding any customs or privileges to the contrary, the Merchant, in accepting this Bill of Lading, expressly agrees that the vessel and its crew, equipment, stores, provisions, fuel, stores, cargo, cargo gear, containers, equipment, stores, provisions, fuel, stores, cargo and other incorporated herein, as fully as 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 Carrier is a member of alliances and/or consortia and/or joint arrangements. The members of such groups, including Carrier, reserve the right to carry cargo for each other, and otherwise cooperate with each other in the carriage of cargo, without notice to the Merchant. In the case of such carriage, however, the terms and conditions of this Bill of Lading shall apply, and the Merchant shall be bound by them and Carrier shall be deemed in all instances to be the Carrier of the Goods, subject to the terms and conditions of this Bill of Lading.

2) DEFINITIONS Without limitation of any definition in any applicable law herein mentioned, "VESSEL" shall include the vessel(s) named in this Bill of Lading, any substituted vessel(s), any vessel to which transportation may be made in the performance of this contract and any other means of transportation whatsoever, owned, chartered, operated or controlled and used by the Carrier or Participating Carrier in the vessel of this contract. "MERCHANT" includes the Shipper, consignee, end-user, transferee, Holder of the Goods, consignee or other person or entity entitled to possession of the Goods or any part of the Goods, and anyone acting on behalf of any 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 the Goods but who properly incurred the Goods has passed on by or 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, trailer, transportable tank, flat, pallet, cradle, sled or any similar article of transport used to consolidate or transport Goods. "LADEN ON BOARD", when noted on this Bill of Lading shall mean that the Goods have been placed on board the Vessel or any other mode of transport used by or on behalf of the Carrier or Participating Carrier enroute to the Port of Loading shown on the face of this Bill of Lading. "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. "PLACE OF DELIVERY" shall be the place where the Goods are delivered by the Carrier or Participating Carrier to the Merchant. "COGSA" refers to the Hague Rules or the Hague Rules as amended by 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, as amended by the Protocol: "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" means any nation, country, commonwealth, territory or possession, internationally recognized to be a body politic and to exercise sovereign power. "COMBINED TRANSPORT" refers to the Place of Receipt and/or Place of Delivery are indicated on the face of this Bill of Lading in the relevant boxes, and "PORT TO PORT TRANSPORT" refers to the Port of Loading and/or Port of Discharge are indicated on the face of this Bill of Lading in the relevant boxes.

3) CARRIER'S TARIFF The terms of the applicable tariff(s) of the Carrier are incorporated herein. Copies of the relevant 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 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 liable for loss or damage to the Goods, the Carrier shall have the benefit of every right, defence, limitation and benefit of the Hague Rules during such additional compulsory period of responsibility notwithstanding that the loss, damage or injury occurred or not at such as:

(i) Combined Transport 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:-

(a) Exclusions (i) The stage of carriage where loss or damage occurred is not known (ii) Inherent vice of the Goods (iii) Insufficiency or defective condition of packing or marking (iv) Handling, loading, stowage or unloading of the Goods by the Merchant (v) Inherent vice of the Goods (vi) 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 (a)(i)-(vi) shall rest upon the Merchant. In the absence of such proof, it shall be deemed that, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clauses 4(B)(i)-(vi) (ii) that it shall be presumed that it was so caused and (iii) 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 cubic meter 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 damage during which loss or damage occurred is known (a) Exclusions (i) An act or omission of the Merchant; (ii) Insufficiency or defective condition of packing or marking; (iii) Handling, loading, stowage or unloading of the Goods by the Merchant; (iv) Inherent vice of the Goods; (v) 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.

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4. Except as provided herein in Clauses 4(D)(1) and (2), and where COGSA does not apply by operation of law, Carrier's liability will be governed by COGSA unless otherwise indicated. The body of the bill of lading is available at www.oocl.com, in Carrier's published US tariffs and in pamphlet form where the loss occurred is more favourable to the Carrier (with regards to defenses and limitations), in which case that other body of law will apply.

5) WARRANTIES. The Merchant represents, warrants and agrees that: (a) The Goods and any Containers packed by the Merchant are packed and loaded in such a manner as to be handled under the ordinary conditions of carriage without damage to the Goods or Containers or other property of the Merchant. (b) Any Goods placed by the Merchant in Containers are compatible and suitable for transportation in Containers. (c) He is or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading and the Merchant warrants that the Carrier is not liable for any loss or damage to the Goods or Containers or other property of the Merchant 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 this Bill of Lading. 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 that the Carrier may incur or incur to any person which the Carrier may suffer or incur in performing its obligations under this Bill of Lading). In such event, the Carrier shall be deemed to be indemnified and 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 shall comply with all rules, laws, regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, freight, imports, 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. 2. If the Carrier is obliged to handover the Goods or any part thereof into the custody of any customs, port or other authority, such handover shall constitute due delivery of the Goods or any part thereof to the Merchant under this Bill of Lading.

8) SHIPPER-PACKED CONTAINERS 1. If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the Goods or Containers and the Merchant shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier, if such loss or damage, liability or expense has been caused by: (a) the manner in which the Container has been filled, packed, stuffed or loaded or (b) the unsuitability of the contents for carriage in Containers or (c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or (d) the unsuitability of the temperature condition of the Container in respect setting 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 temporary restricted Goods as other than the booked temperature. 2. The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of the receipt of the Container 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. Goods which are dangerous, inflammable, radioactive or otherwise so classified by any law or regulation, are to be delivered unloaded, enclosed, 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. 2. The Merchant warrants the Goods are lawful Goods and undertakes not to deliver to the Carrier any Containers or Goods containing any contraband.

10) DECK CARGO AND LIVESTOCK 1. Freight and charges (including but not limited to destination charges) shall be deemed fully earned on receipt of the Goods or any part thereof by the Carrier whether or not such freight and charges are stated on the face of this Bill of Lading or intended to be Prepaid or Collect at destination, and shall be paid in full without offset, counterclaim or deduction and non-reimbursable. 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 hereunder shall be calculated on the basis of particular average, net weight or on behalf of the Shipper. The Carrier may at any time open any Container or other package or unit and inspect, weigh, measure, re-weigh, or evaluate the contents; and if the particulars furnished by or on behalf of the Shipper are incorrect it is agreed that a sum equal to either double the difference between the correct 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.

11. LHM. 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 handling 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 under any laws 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 contractual transportation is completed or not. For the purpose of such lien the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant at any time and at any place at the sole discretion of the Carrier. The Carrier shall be entitled to claim the difference in the event that the sale proceeds fail to cover the full amount due to the Carrier.

12. MATTERS AFFECTING PERFORMANCE. If at any time the performance of the contract evidenced by this Bill of Lading is or likely to be affected by any circumstances, such as, 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 under any laws 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 contractual transportation is completed or not. For the purpose of such lien the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant at any time and at any place at the sole discretion of the Carrier. The Carrier shall be entitled to claim the difference in the event that the sale proceeds fail to cover the full amount due to the Carrier.

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

14. 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 or use. In no circumstances shall the Carrier be liable for loss or damage due to delay. 2. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage, such liability shall in no event exceed the freight paid for the transport evidenced by this Bill of Lading. 3. The Carrier shall not be liable for loss or damage to the Goods or Containers or other property of the Merchant or international safety standards and is fit in all respects for carriage by the Carrier.

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20. INSPECTION OF GOODS 1. The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it is thereupon apparent that the contents or any part thereof cannot safely or properly be carried or carried further, either at all, or if it is thereupon apparent any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may at the sole risk and expense of the Merchant abandon the transportation and/or store the Goods at any place, whether or not any such place named on the face of this Bill of Lading as the Port of Loading or Port of Discharge, and the Carrier shall be deemed to be indemnified and 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. 2. The Carrier shall be deemed to be indemnified and 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.

21. VARIATION OF CONTRACT. Merchant agrees that this Bill of Lading constitutes the entire agreement between the parties and that any understanding in relation to the subject matter of this Bill of Lading, and any such understanding, oral or written or purported prior to or contemporaneous understandings or communications are hereby abandoned. No servant or agent 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, 1934 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, statute, contract or otherwise, the Merchant shall contribute to the Carrier in General Average to the payment of any sacrifice, losses or expense of a General Average nature that may be made or incurred, and shall pay any salvage and special charges incurred in respect of the Goods. If a sailing vessel is damaged or wrecked or abandoned or otherwise so damaged or wrecked or abandoned that it is unable to proceed to the Port of Destination, the Carrier shall be deemed to be indemnified and 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. The Carrier shall have a lien on the Goods for all General Average contributions (including but not limited to salivage) for which the Merchant is responsible and shall be entitled to a cash deposit or other security (therein a form acceptable to the Carrier) as a condition precedent to the Carrier's performance of its general average contribution or such contributions or expense and to provide such cash deposit or other security for the estimated amount of such contributions or expense as the Carrier shall reasonably require.

23. AD VALOREM DECLARATION OF VALUE. The Merchant agrees that higher compensation than that provided for in this Bill of Lading will not be claimed unless the nature and value of the Goods have been declared by the Merchant prior to or at the time of loading or unloading of the Goods or at the time of receipt of the Goods by the Carrier. If such declaration is made, the Carrier shall be liable for loss or damage to the Goods or Containers or other property of the Merchant or international safety standards and is fit in all respects for carriage by the Carrier. 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.

24. LIMITATION OF LIABILITY. The Carrier, the Vessel, her owner(s), operator(s), demise, time, spot and space charterers shall be limited to the same rights of limitation as are or would be available to the owner of the Vessel under the Brussels Limitation Convention of 1957, the London Limitation Convention of 1976 or any other applicable convention, statute or regulation, in the event of any claim for loss or damage to the Goods or Containers or other property of the Merchant in the jurisdiction in which any claim is brought under this Bill of Lading.

25. SUB-CONTRACTING AND INDEMNITY (a) The Carrier shall be entitled to sub-contract the whole or any part of the duties undertaken by the Carrier in this Bill of Lading in relation to the Goods on any terms whatsoever consistent with any applicable law. (b) Merchant undertakes that no claim or allegation shall be made against any person performing or undertaking such duties (including all servants, agents and sub-contractors of the Carrier) other than the Carrier, which imposes or attempts to impose a liability on the Carrier or any subcontractor in excess of the terms and conditions of the contract of carriage or the carriage of the Goods from port of loading to port of discharge whether or not arising out of negligence on the part of such person and, if any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against all consequences thereof.

(c) Without prejudice to the Merchant's indemnity obligations herein, the Vessel and every subcontractor of the Carrier of any nature whatsoever undertaking or performing the duties of the Carrier, the Vessel, the carrier, charterer, operator, Master, officer and crew of the Vessel, and employees, agents, representatives, and all stevedores, terminal operators, watchmen, carpenters, lashers, ship cleaners, surveyors and other independent contractors shall have the benefit of every right, defence, limitation and benefit of the Hague Rules during such additional compulsory period of responsibility notwithstanding that the loss, damage or injury occurred or not at such as:

(i) Combined Transport 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:-

(a) Exclusions (i) The stage of carriage where loss or damage occurred is not known (ii) Inherent vice of the Goods (iii) Insufficiency or defective condition of packing or marking (iv) Handling, loading, stowage or unloading of the Goods by the Merchant (v) Inherent vice of the Goods (vi) 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 (a)(i)-(vi) shall rest upon the Merchant. In the absence of such proof, it shall be deemed that, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clauses 4(B)(i)-(vi) (ii) that it shall be presumed that it was so caused and (iii) 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 cubic meter