Particulars Furnished by Shipper

SEA WAYBILL OF LADING FOR PORT TO PORT OR COMBINED TRANSPORT

Shipper Sea Waybill No. GMAENSAJEA030269 INI FARMS PRIVATE LIMITED 1ST FLR A102 BOOMERANG MAIN CHANDIVALI FARM RD YADAV NAGAR CHANDIVALI, ANDHERI EAST, MUMBAI, MAHARASHTRA - 400072 INDIA Consignee (not 'To Order') A DIVISION OF GOODRICH MARITIME L.L.C. BARAKAT QUALITY PLUS LLC JEBEL ALI INDUSTRIAL AREA 2, P. O. BOX: 48989, DUBAI 48989, UTD.ARAB EMIR. Trade License No. 542329 Commercial Register No. 61832 **NON-NEGOTIABLE SEA WAYBILL** RECEIVED by the Carrier the Goods as specified above in apparent good order and condition, unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding. The particulars given above are as stated by the shipper and the weight, measure, Notify Party (no claim shall attach for failure to notify) quantity, condition, contents and value of the goods are unknown to the carrier. BARAKAT OUALITY PLUS LLC The shipper shall be entitled to transfer right of control of the cargo to the Consignee, the exercise of JEBEL ALI INDUSTRIAL AREA 2, P. O. BOX: 48989, DUBAI such option to be noted on this Sea Waybill and to be made no later than the receipt of the cargo by 48989, UTD.ARAB EMIR. SEAWAY B/I Pre-carriage by Place of Receipt For delivery please contact VASCO GLOBAL MARITIME L.L.C NHAVA SHEVA, INDIA SUITE NO. 406, FOURTH FLOOR AL ABBAS BUILDING - II, Ocean Vessel / Voyage Port of Loading NORTHERN PRACTISE / 0037W NHAVA SHEVA, INDIA KHALID BIN WALEED ROAD (BANK STREET), (ABOVE HABIB BANK LTD) Port of Discharge Place of Delivery BUR DUBAI, DUBAI, U.A.É, JEBEL ALI, UAE JEBEL ALI, UAE P.O.BOX. 43791 +97145070500 Marks & Numbers No of Pkgs Description of Goods & Packages Gross Wt.(KGS) Vol (CBM) SZLU 9156379/RH40 4000 SAID TO CONTAIN / WEIGH & MEASURE 24,802,000 KGS 01 X 40 HC REEFER FCL CONTAINER STC : TOTAL 4000 PCS (TOTAL FOUR THOUSAND PCS ONLY) TEMP: + 8 DEG.CEL NAMDHARI WATERMELON EXPORTS, KIMAYE H S CODE: 08071900 SEEDLESS WATERMELON EXPORTS, KIMAYE H S CODE: 08071100 INV NO: 95011589 DT. 30.03.2023 NET WEIGHT : 24,488 KGS GROSS WEIGHT : 24,802 KGS SB NO 8953253 DATE: 30-MAR-23 SET TEMP AT +8 DEG.CEL FREIGHT PREPAID SHIPPED ON BOARD: 03-04-2023 LINE AND/OR CARRIERS NOT LIABLE FOR ANY/ALL CLAIMS IF DELIVERY OF CARGO AND/OR CONTAINER (S) IS NOT TAKEN BY CONSIGNEE IMMEDIATELY FROM THE PORT AND/OR TERMINAL THE DATE OF DISCHARGE OF CARGO AND/OR CONTAINERS'
'`ALL COSTS AND EXPENSES FEES INCURRED BY CARRIER WILL BE REIMBURSED BY
THE MERCHANT WHERE NO LIABILITY FOUND AGAINST THE CARRIER' ``CARRIER NOT RESPONSIBLE FOR OVER STOWAGE ABOVE RECOMMENDED LOAD LINES, INHERENT VICE DISCOLOURATION, OVERRIPENING AND/OR ROTTEN DAMAGE``
``LINE/CARRIER IS NOT RESPONSIBLE FOR DAMAGE TO CARGO DUE TO ROT, DECAY, QUALITY AND DETERIORATION AND / OR ANY OTHER LOSS AND / OR DAMAGE HOW SO EVER CAUSED. CARRIER NOT RESPONSIBLE FOR OVER STOWAGE ABOVE RECOMMENDED LOAD LINES, INHERENT VICE DISCOLOURATION, OVER-RIPENING AND / OR ROTTEN DAMAGE' SHIPPER'S LOAD, STOW & COUNT. CONTAINER(S) CUSTOM SEALED BY SHIPPER. CARRIER NOT RESPONSIBLE FOR CONTENTS, PACKING OF CARGO AND IT'S STOWAGE INSIDE THE CONTAINER. , CY/CY ALL DESTINATION CHARGES ON ACCOUNT OF CONSIGNEE 10 days detention free at destination 4000 Total Number Of Packages(in words): Four Thousand Only . attached sheet Freight Details, Charges, Etc: Pavable at MUMBAI Excess Value Description:Refer to Clause 6(3)(B)+(C) on reverse side Place and date of issue MUMBAI . 06-APR-2023 Signed on behalf of the Carrier: **Special Clauses GOODRICH MARITIME L.L.C** GOODRICH MARITIME PVT. LTD. This Sea Waybill is subject to the CMI Uniform Rules for Sea Waybills (sea also clauses 1 and 4 on reverse side) Beson

AS AGENTS FOR CARRIER

ATTACHED SHEET Voyage 0037W Vessel -NORTHERN PRACTISE Sea Waybill # GMAENSAJEA030269 Gross Wt. Vol (CBM) Description of Goods & Packages (KGS) No.of Pkas Marks & Numbers CONTENTS AND PACKAGES DECLARED BY SHIPPER-CARRIER NOT RESPONSIBLE *** End of Statement ***

simpling aims enumerated on the race of this sea wayout as packed in such container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier"

are each deemed a Package.

"Person" includes an individual, corporation or other legal entity.

"Port to Port Shipment" arises if the Carriage is not Combined Transport.

"Sub-Contractor" includes, but is not limited to, owners, charterers and operators of Vessels (other than the Carrier), sevedores, terminal and/or groupsge operators, road, rail and air transport operators, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractor employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carriage and any

Carrier or not.

"Terminal Operators" means any persons who provide port storage or handling services,
"Terms and Conditions" means all terms, rights, defences, provisions, conditions, exceptions,
limitations and liberties herein
"Vessel" means any waterborne craft used in the Carriage under this sea waybill including but not
limited to a feeder vessel or ocean vessel,

limited to a leeder vessel or ocean vessel,

2. CARRIER'S TARFF
The provisions of the Carrier's applicable tariff, if any, are incorporated herein, Particular attention drawn to the provisions therein, if any, relating to free storage time and to container and vehicle demurrage, Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this sea waybill and the applicable tariff, this sea waybill shall prevail. WARRANTY

3 WARRANY The Merchant warrants that in agrecing to the Terms and Conditions hereof he is or is the agent of and has the authority of the Person owning or entitled to the possession of the Goods and this sea wayfull or any Person who has a present or fluture interest in the Goods and this sea wayfull.

- I INCORPORATION OF CMI UNIFORM RULES AND COMPULSORY RULES
 (1) The CMI Uniform Rules for Sea Waybills are incorporated into the contract of carriage
 evidenced by this sea waybill. The CMI Uniform Rules for Sea Waybills can be accessed
 website of CMI (currently www.comitemaritime.org) or are available from the Carrier on
- request.
 Where reference is made below to the application of Hague Rules, Hague-Visby Rules, COGSA or any other rules, this reference is extended also to apply to cases where Hague Rules, Hague-Visby Rules, COGSA or any other rules would have been compulsority applicable if the contract of carriage evidenced by this sea waybill had been covered by a bill of lading or similar document of title
- 5 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS
 (1) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the
- 5 CERTAIN RIGHTS AND IMMUNITES FOR THE CARRIER AND OTHER PERSONS

 (1) The Carrier shallb e entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

 (2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents any independent contractor and his servonts or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, for, negligence, breach of express or implied warranty or otherwise; and if any claim or allegation should nevertheless be made to Indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefiting the Carrier including clause 20 hereof, the jurisdiction and law clause, as if such Terms and Conditions (including Clause 20 hereof) were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Ve

- against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.

 6 CARRIER'S RESPONSIBILITY
 (1) PORT TO PORT SHIPMENT
 (A) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Delivery shall be determined in accordance with any national law making the Hague Rules, Hague-Visby Rules, COGSA or any other rules compulsorily applicable (subject to Clause 4(2)) or in any other case in accordance with the Hague Rules Article 1-8 inclusive (B) The Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the containry, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, COGSA or any other rules as applied by Clause 6(1)(A) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at Pseus, and the Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the container yard, freight station or area immediately adjacent to the sea terminal before loading not to the vessel or after discharge therefrom as the case may be, Where the Merchant requests the Carrier to procure Carriage by an inland Carrier in the United States of America, shall be subject to the inland Carrier's contract traffi. If, for any reason, the Carrier is defined the right to act as agent only at these times, his liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 6(2) beroef.

 (D) If the Goods are discharged at a Port other than the Port of Discharge, and the Carrier is absoluted dwill be
- delay to the Goods shall be determined in accordance with Clause 6(2) hereof.

 (D) If the Goods are discharged at a Port other than the Port of Discharge or (aswe in the United States of America) at a Place of Delivery instead of the Port of Discharge and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this sea waybill as the Port of Discharge or Place of Delivery.

 (2) COMBINED TRANSPORT

(2) COMBINED TRANSPORT

Save as is otherwise provided in this sea waybill, the Carrier shall be liable for loss or damage to the Goods occurring from the time when he receives the Goods into his charge until the time of delivery to the extent set out below:

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Merchant:

- Merchant:

 (1) The Carrier shall be relieved from liability where such loss or damage was caused by:

 (a) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, bis servant, agen or Sub-Contractor;

 (b) compliance with the instructions of a Person entitled to give them;

 (c) the lack or insufficiency of or defective condition of packing in the case of Goods which, by their nature are liable to wastage or to be damaged when not packed or when not properly
- packed;
 (d) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
 (e) inherent vice of the Goods;
- (d) inherent vice of the Goods;
 (e) inherent vice of the Goods;
 (f) strikes or lock outs or stoppages or restraints of labour from whatsoever causes whether partial or general;

and COGSA applies po Vessel abolt in aby even of the Gooda is an arrow (iv) In all the Comps THAT THE MAN eight unit. r US\$2,00 per kilo (v) In all the Compensation of the of gross wenty of the Costs had offined of gross wenty of the Costs had offined to the Costs had offined to the Costs had not provided the Costs had diffinglet or at respect of the Cathering Unit to Cathering Unit to Cathering Unit cathering of the sea with its the sphere if the sense a de mand of the Goods to the hipper upon delivery to the growth writing of the value of the Goods to the hipper upon delivery to the growth of the Goods to the hipper upon delivery to the growth of the Goods to the hipper value being affected on the front of this sea. In it hole subject to deal and, if the required by the Carrier, our a freight poid. In such case, if the same of Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and any partial loss or damage shall be adjusted pro trate on the hand in exceed the declared value.

(D) Delay, Consequential Loss
Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport. (E) Notice of Loss or Damage
The Carrier shall be deemed prima facie to have delivered the Goods as described in this sea waybill unless notice of loss of, or damage to, the Goods, indicating the general nature of such lost or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery thereof under this sea waybill or, if the loss or damage is not upparent, within three consecutive days thereafter.

(F) Time-bar
The Carrier shall be directed as the constant of the custody of the person entitled to delivery thereof under this sea waybill or, if the loss or damage is not upparent, within three consecutive days thereafter.

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arrier nor the with the Carriage

- Conscience we say attention.

 The Court is a superior of the Goods unless suit it processes that the discharged of all liability whatsoever in respect of the Goods unless suit it prought in the proper forum and written notice thereof received by the Carrier (i) within nime nonth in respect of Combined Transport or (ii) within 21 months in respect of Tort-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered, the event that such time period shall be found comtrary to any convention or law compulsorily applicables, the period prescribed by such convention or law shall then apply but in that

- The MERCHANTS RESPONSIBILITY

 MERCHANTS RESPONSIBILITY

 The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant varieties to the Carrier that the description and particulars including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and under the content of the carrier than the description and particulars including but not limited to any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all dulies, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertakelin incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

 The Merchant undertakes that the Goods are packed in a manare adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

 (4) No Goods which are or may become dangerous (whether no so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without.

- nous:
 the Carrier's express consent in writing; and
 the Cantainer and/or other covering in which the Goods are to be transported and/or the
 Goods themselves being distinctly marked on the outside so as to indicate the nature and
 character of any such Goods and so as to comply with all applicable laws, regulations and/or
- character or any some 10000s and all a land requirements requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable and/or damaging nature, the same may at any time be unloaded, destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to
- abandoned, or rendered narmiess witnout compensation to the Merchant and witnout prejudice to the Carrier's right to Charges (5). The Merchant shall be liable for the loss, damage, contamination, soilling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or Vessel (other than the Merchan) referred to in Clause 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise.
- responsible.

 (6) The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

CONTAINERS

- s may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated

- (1) Goods may be Consolidated by the Carrier in or on Commands and Goods may be Consolidated by the Carrier in or on Commands and Goods.

 (2) The terms of this sea waybill shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

 (A) the Carrier shall not be liable for loss of or damage to the Goods:

 (i) caused by the manner in which the Container has been suffed;

 (ii) caused by the unsuitability of the Goods for carriage in Container actually used:

 (iii) caused by the unsuitability of defective condition of the Container actually used that where the Container has been supplied by or on betalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stiffed;

 (iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has a great of seal the Container.

- reasonable inspection by the Merchant at or prior to the time when the Container was sturfled; (in) if the Container is not saeled at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

 (B) the Merchant shall indomitify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by Clause 8(3)(A) above.

 (I) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.

 9 TEMPERATURE CONTROLLED CARGO

 (I) The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this sea waybill if this sea waybill has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature maps to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container has been properly the Carrier.

 (2) If the above requirements are not compiled with the Carrier shall not be liable for any loss of or damage to the Goods authous the Goods have the more accepted the Goods by the Stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall be fore or at the beginning of the Carrier, shall not be liable for any loss of or damage to the Goods caused the Stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carrier shall be often on the Stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the C

Carriage exercise due dangeace to transmission of the Carrier of any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any

with Clause 11(1) above or any delay arising therefrom shall be deemed to be within the ctual Carriage and shall not be a deviation of whatsoever nature or degree

DECK CARGO AND LIVESTOCK

DECK CARGO AND LIVESTOCK

Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant unless on the front of this sea wayfull it is specifically stipulated the Containers or Goods will be carried under deck and such stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or stamp the sea wayfull carried on deck, the Carrier shall not be required to note, mark or stamp on the sea wayfull any statement of such on deck carriage Subject to Clause 13(2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules COGSA or the Hague-Vieby Rules compulsorily applicable (subject to Clause 4(2)).

Goods (note thing Goods stufferd in or on Containers other than open flats or pallets) which are stated on the front of this sea wayfull to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by uneaworthness or negligence or any other cause whatsoever. The Merchant shall Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever. DECK CARCO AND LIVESTOCK

- Merchant shall Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

 13 DELIVERY OF THE GOODS

 (1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier (A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease;

 (B) without prejudice to the Carrier's right subsequently to abandon the Carriage under Clause 13(1)(A) above, continue the Carriage.

 In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances;

 (2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority. This shall amount to due delivery to the Merchant of the Carrier, and failure to give such notification shall not involve the Carrier in any liability on relieve the Merchant of any obligation hereunder.

 (4) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to all upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other tiphts that he may have against the Merchant without notice to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof above, and the count of the Carrier of the Carrier of the Carrier of t

shall cease.

18 BOTH-TO-BLAME COLLISION

If the Vessel on which the Goods are carried (the earrying Vessel) comes into collision with any other Vessel or object (the non-carrying Vessel or object of as a result of the negligence of the non-carrying Vessel or object, the Merchant undertakes to Indemnify the Carrier against all claims by or liability to (and any expense arising therefrom) any Vessel or Person in espect of any loss of, or damage to, or any claim whatsoever of the Merchant paid to non-carrying Vessel or object or the owner of, charterer of or Person responsible for the non-carrying vessel or object or the covered by such Vessel, object or Person(s) against the Carrier, the carrying Vessel or her owners or charterers.

- Vessel or her owners or characres:

 15 GENBAL ANTEAGE

 (1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1994 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

 (2) Nowithstanding (1) above, the Merchant shall Indemnify the Carrier in respect of any claim (and any expesse arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

 (3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

- General Average contributions due to the Merchant.

 16 CHARGES

 (1) Charges shall be deemed fully carned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

 (2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

 (3) In Charges shall be paid without any set-off, counter-claim, eduction or stay of execution.

 (4) Despite the acceptance by the Carrier of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this sea waybill, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

LIEN

IT LIEN

The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this contract and five General Average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. The Carrier may excrete is life in at any time and at any place in his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall (a) survive the delivery of the Goods and (b) seemed to over the octs of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

18. VARIATION OF THE CONTRACT.
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 its specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.

of officer of the Carrier who has an extra control of the provision in this sea waybill is held to be invalid or unenforceable by any Court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this sea waybill contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

contract, assau se carries out as it such invasio of unenforceasine provision were not contained nerein.

3 JURISDICTION AND LAW
Whenever US COGSA applies (subject to Clause 4(2)), whether by virtue of Carriage of the Goods
or from the United States of America or otherwise, or losses occur during inland Carriage within
the United States of America, this see wayfull is to be governed by United States law and the United
States Federal Court of the Southern District of New York is to have exclusive jurisdiction to her all States rederat Lour of the Southern District of New York is to neverthele in June 1988. It is the disjutes hereunder, In all other cases, this see myshill shall be governed by and construed in accordance with [English] have and all disputes arising hereunder shall be determined by the [English] High Court of Justice in London] to the exclusion of the courts of any other country.