EMIRATES SHIPPING LINE FZE

SEAWAY BILL FOR PORT TO PORT AND INTERMODAL SHIPMENT

SHIPPER (NAME AND FULL ADDRESS)	BOOKING NO.	SERVICE	BL No.	AGENCY REF NO.
SHIPCO TRANSPORT (SHANGHAI)CO.,LTD. NO.1350 NORTH SICHUAN ROAD 11F,SHANGHAI LITONG PLAZA, SHANGHAI TEL:021-23136888 FAX:021-23136699 TAX ID:91310000794518767Q EMAIL : LUCLI@SHIPCO.COM	ESLCHNSHG088618	EMEX	EMIVCHNSHG037246	SHNA55961

EXPORT REFERENCES

CONSIGNEE (NAME AND FULL ADDRESS)

INTERTEAM, S.A. DE C.V.
COLIMA 114-201 COLONIA ROMA 06700 MEXICO, D.F.
TEL.:5255-55 14 98 97
TAX ID: INT961206ES7
JESSICA.TOLEDANO@INTERTEAM.COM.MX

FORWARDING AGENT - REFERENCES (NAME AND FULL ADDRESS/F.M.C)

NOTIFY (NAME AND ADDRESS)
INTERTEAM, S.A. DE C.V.
COLIMA 114-201 COLONIA ROMA 06700 MEXICO, D.F.
TEL.:5255-55 14 98 97
TAX ID: INT961206ES7
JESSICA.TOLEDANO@INTERTEAM.COM.MX

POINT AND COUNTRY OF ORIGIN OF GOODS
CNSHA

PROPOSED ROUTING

PRECARRIAGE BY (*)	PLACE OF RECEIPT BY PRECARRIER(*)
-	SHANGHAI, CHINA
PORT OF LOADING SHANGHAI, CHINA	VESSEL (vessel/voyage/leg) SATTHA BHUM/02629/E
PORT OF DISCHARGE MANZANILLO , MEXICO	PLACE OF FINAL DELIVERY BY ON CARRIERS (*) MANZANILLO , MEXICO

DESTINATION OFFICE
TIERRAMARAIRE SA
AV. HOMERO 1425, OFIC. 805,MIGUEL HIDALGO, POLANCO
MEXICO CITY,MEXICO-11530
MEXICO, MEXICO
PHONE :52 15526 15900
FAX :000 000 000000000

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

MARKS AND NUMBER	No OF PKGS./CNTRS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
26-643-2	1 X HC40 STC		26594.100 KGS	60.018 CBM
NO.1-3	83 PACKAGES(S)			
MAHLE	BLIND RIVET			
MEXICO	IPH BRACKET			
PL NO.:	BRKT-TILT			
MADE	ENGINE BEARINGS			
IN CHINA	COVER LENS			
COVER LENS	LIGHT ASSY DOOR HANDLE RT			
MX268641	LIGHT ASSY DOOR HANDLE LT			
SHIP TO:	POWER WINDOW SWITCH			
NORTECH	PIN			
SYSTEMS INC	BUSBAR			
COUNTRY OF	HAND WELDING FIXTURE			
ORIGIN: CHINA	AUTOMOBILE ROLLER			
CARTONS: 1	CABLES			
PALLET				
HPCU4536342	CONSOLIDATION CARGOES			
CS:D2830283				
FCL/FCL	CARRIAGE TERM: LINER			
LINER	TRANSPORT TERM: CY / CY			
CY / CY				
	CRN RENTENGFEI			

CONTAINER NOS.	TYPE	C.SEAL NO	QTY	P.TYPE	GR.WT(KG)	TARE WT(KG)
HPCU4536342	HC40	D2830283	83	PACKAGES	26594.100	3900.000

SAID TO CONTAIN
SHIPPER'S LOAD STOW COUNT & SEALED
(A) FOR THE PURPOSES OF THIS CLAUSE:
"SANCTIONED ACTIVITY" MEANS ANY ACTIVITY, SERVICE, CARRIAGE, TRADE
OR VOYAGE SUBJECT TO SANCTIONS IMPOSED BY A SANCTIONING AUTHORITY

SEAWAY BIL

****** Continued in next page ******* BL No. EMIVCHNSHG037246 SHEET 1 / 2

SHIPPERS DECLARED VALUE $ (IF NOT DECLARED, LIABILITY LIMIT APPLIES AS PER CLAUSE 16.)

TOTAL NUMBER OF CONTAINERS RECEIVED BY THE CARRIER: 1

EMIRATES SHIPPING LINE FZE, formerly "Emirates Shipping Line DMCEST" as Carrier

The number of containers and/or packages shown in the 'TOTAL NUMBER OF CONTAINERS RECEIVED BY THE CARRIER' box which is said by the shipper to hold or consolidate the goods described in the PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE box, have been received by EMIRATES SHIPPING LINE FZE, formerly "Emirates Shipping Line DMCEST" from the shipper in apparent good order and condition except as otherwise indicated hereon - weight, measure, marks, numbers, quality, quantity, description, contents and value unknown - for Carriage from the Place of Receipt or the Port of Loading (whichever is applicable) to the Port of Discharge or the Place of Delivery (whichever is applicable) on the terms and conditions hereof INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, THE CARRIER'S APPLICABLE TARIFF AND THE TERMS AND CONDITIONS OF THE PRECARRIER AND ONCARRIER AS APPLICABLE IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.

Place Issued : SHANGHAI,CHINA
Date Issued : 23-Jul-2026
No of Copies : (ZERO)0

(*) Applicable only when used as intermodal Bill of Lading (see clause 8 on the reverse hereof)

THIS IS A COMPUTER GENERATED SEAWAY BL BEARING NO SIGNATURE

By EMIRATES SHIPPING LINE (SHANGHAI) CO., LTD.
as Agents only for the Carrier

SECURITY NO.: UP9315

EMIRATES SHIPPING LINE FZE

SEAWAY BILL FOR PORT TO PORT AND INTERMODAL SHIPMENT

**********APPENDIX TO BILL OF LADING EMIVCHNSHG037246 **********

MARKS AND NUMBER	No OF PKGS./CNTRS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT

"SANCTIONING AUTHORITY" MEANS THE UNITED NATIONS, EUROPEAN UNION, UNITED KINGDOM, UNITED STATES OF AMERICA OR ANY OTHER APPLICABLE COMPETENT AUTHORITY OR GOVERNMENT
"SANCTIONED CARGO" MEANS ANY CARGO, WITH RESPECT TO THAT CARGO'S VOYAGE, IN WHICH A SANCTIONED PARTY HAS AN INTEREST OR THE LOADING, CARRIAGE, OR THE DISCHARGING OF WHICH IS SANCTIONED OR PROHIBITED BY A SANCTIONING AUTHORITY
"SANCTIONED PARTY" MEANS ANY PERSONS, ENTITIES, BODIES, OR VESSELS DESIGNATED BY A SANCTIONING AUTHORITY
(B) THE MERCHANT WARRANTS THAT AT ALL MATERIAL TIMES THEY, AND ANY SHIPPERS, CONSIGNEES, RECEIVERS AND CARGO INTERESTS, ARE NOT A SANCTIONED PARTY AND THE PERFORMANCE OF THIS VOYAGE IS NOT A SANCTIONED ACTIVITY
(C) THE MERCHANT SHALL NOT PRESENT FOR CARRIAGE SANCTIONED CARGO.
(D) IF AT ANY TIME THE MERCHANT IS IN BREACH OF SUBCLAUSES (B) OR (C) ABOVE THEN THE CARRIER MAY, BY WAY OF NOTICE TO THE MERCHANT WITH IMMEDIATE EFFECT AND WITHOUT INCURRING ANY LIABILITY OF ANY NATURE WHATSOEVER
(I) TERMINATE OR SUSPEND THE BILL OF LADING; AND/OR
(II) CANCEL THE SHIPMENT AND/OR
(III) CLAIM DAMAGES RESULTING FROM THE BREACH.
(E) IF PERFORMANCE OF THIS BILL OF LADING INVOLVES A SANCTIONED PARTY OR A SANCTIONED ACTIVITY OR A SANCTIONED CARGO, WITHOUT PREJUDICE TO ANY OTHER RIGHTS THAT MAY BE AVAILABLE IN SUBCLAUSE (D) ABOVE, THE CARRIER MAY REFUSE TO PROCEED WITH THE VOYAGE AND DISCHARGE ANY CARGO ALREADY LOADED AT ANY SAFE PORT OR PLACE OF THEIR CHOICE (INCLUDING BUT NOT LIMITED TO THE PORT OR PLACE OF LOADING OR THE INTENDED PORT OF DISCHARGE) AT THE MERCHANTS' COST AND EXPENSE
(F) IF IN COMPLIANCE WITH SUBCLAUSE (E) ABOVE ANYTHING IS DONE OR NOT DONE, SUCH SHALL NOT BE DEEMED A DEVIATION, BUT SHALL BE CONSIDERED DUE FULFILMENT OF THE CARRIER'S OBLIGATIONS UNDER THIS BILL OF LADING
(G) THE MERCHANT SHALL INDEMNIFY THE CARRIER AGAINST ANY AND ALL CLAIMS BROUGHT BY CARGO INTERESTS INCLUDING THE OWNERS OF THE CARGO AND/OR THE HOLDERS OF BILLS OF LADING, WAYBILLS OR OTHER DOCUMENTS EVIDENCING CONTRACTS OF CARRIAGE AGAINST THE CARRIER BY REASON OF THE CARRIERS DELIVERY OF THE CARGO IN ACCORDANCE WITH SUBCLAUSE (E) ABOVE
(H) THE MERCHANT SHALL BE LIABLE FOR ANY AND ALL COSTS, LIABILITIES AND EXPENSES WHATSOEVER INCURRED BY THE CARRIER DUE TO THE CARRIER EXERCISING HIS RIGHTS UNDER THIS CLAUSE AS DESCRIBED ABOVE. ANY EXERCISE BY THE CARRIER OF ITS RIGHTS UNDER THIS CLAUSE SHALL BE WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES OF THE CARRIER UNDER THE BILL OF LADING
(I) THE CARRIER SHALL NOT BE OBLIGED TO PERFORM ANY OBLIGATION REQUIRED BY THIS BILL OF LADING IF TO DO SO WOULD OR COULD RESULT IN A VIOLATION OF, OR BE INCONSISTENT WITH ANY SANCTIONS IMPOSED OR EXPOSE THE CARRIER TO OTHER SANCTIONS RISKS, INCLUDING WITHOUT LIMITATION, THE RISK OF BEING DESIGNATED AS A SANCTIONED PERSON
FREIGHT PREPAID
SHIPPED ON BOARD DATED: 23-JUL-2026
S E A - W A Y B I L L

********END OF BILL OF LADING EMIVCHNSHG037246 **********

SEAWAYBILL

EMIRATES SHIPPING LINE FZE, formerly "Emirates Shipping Line DMCEST"
as Carrier

THIS IS A COMPUTER GENERATED SEAWAY BL BEARING NO SIGNATURE

By EMIRATES SHIPPING LINE (SHANGHAI) CO., LTD.
as Agents only for the Carrier

REGISTERED OFFICE: P.O. Box 122115 Dubai, United Arab Emirates.

Carrier: Emirates Shipping Line DMCEST of Dubai, United Arab Emirates. Commercial Office: c/o Emirates Shipping (Hong Kong) Ltd, (of 28th Floor, 41 Heung Yip Road, Wong Chuk Hang, Hong Kong), acting as agents only.

1. DEFINITIONS

"Carrier" means Emirates Shipping Line DMCEST
"Precarrier" and "Oncarrier" shall include any carrier by land, water or air, which participates in the intermodal transportation of Goods moving under this Sea Waybill from the Place of Receipt up to the Port of Loading in the case of the Precarrier and from the Port of Discharge up to the Place of Delivery in the case of the Oncarrier.
"Merchant" includes any Person who at any time has been or becomes the shipper, holder, consignee, receiver of the Goods, any Person claiming or entitled to the possession of the Goods or of this Sea Waybill and/or anyone acting on behalf of any such Person. All such Persons coming shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this Sea Waybill and remain so liable throughout the Carriage, notwithstanding their having transferred this Sea Waybill and/or title to the Goods to another party.
"Goods" means the whole or part of the cargo received from the shipper and includes any container, trailer, transportable tank, flat or pallet or any similar article used to consolidate the Goods.
"Carriage" means the whole of the operations and services undertaken by the Carrier in respect of the Goods.
"Vessel" means any waterborne craft on which it is proposed that the Goods shall be carried during all or part of their carriage between the Port of Loading and the Port of Discharge. This term shall include any alternative or substitute vessel to the Vessel named on this Sea Waybill, in the Carrier's discretion.
"Freight" includes all charges payable to the Carrier in accordance with the applicable tariff, charter party, contract of affreightment and this Sea Waybill.
"On board" or similar words endorsed on this Sea Waybill means that the Goods have been loaded on the Vessel or in the event of intermodal transportation, if the originating Precarrier is an inland carrier, means that the Goods have been loaded on railcars or other means of inland transportation and are in the custody of a railroad or other Precarrier.
"Package" includes containers, vans, trailers, pallets and unitised Goods or things of any description whatsoever having packaging excluding Goods shipped in bulk or Goods not shipped in packages.
"Person" includes an individual, group, company or other entity.
"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 or any national legislation making such Rules compulsorily applicable to this Sea Waybill.
"Hague Visby Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 as amended by the Protocol signed at Brussels on 23 February 1968 or any national legislation making such Rules as amended compulsorily applicable to this Sea Waybill.
"Hamburg Rules" means the provisions of the United Nations Convention on the Carriage of Goods by Sea 1978 adopted at Hamburg on 31 March 1978 or any national legislation giving compulsory effect to such Rules in respect of this Sea Waybill
The interested parties (Carrier, Merchant, Vessel, Shipper, Consignee) express their will and accept, together with the remaining clauses of this Sea Waybill, the following: (1) that any alteration of the Sea Waybill requires a written agreement; and (2) if in the cases to which the Hamburg Rules are compulsorily applicable, there is proof that the Carrier, his servants or agents adopted all the means which could reasonably be expected to avoid the occurrence and its consequences, the Carrier shall not be liable for the loss, damage or delay resulting from or arising out of any of the circumstances established in Rule 2 of Article 4 of the Hague Visby Rules, save the ones contained in letters a), b) and o). In the same aforementioned cases, the agreed freight comprises the Carriage from the "Point of Reception" of the Goods at the Port of Loading to the "Point of Delivery" of same, at the Port of Discharge, including loading and discharge operations for account of the Carrier.

2. CLAUSE PARAMOUNT

(1) Save where the English Carriage of Goods by Sea Act 1971 applies the Hague Visby Rules compulsorily to this Sea Waybill, in which event this Sea Waybill shall be subject to the Hague Visby Rules, the Hague Rules shall apply and the Carrier shall be entitled to the benefit of all privileges, rights and immunities contained in Articles I to VIII of the Hague Rules, save that notwithstanding the provisions of Article III Rule 8 of the Hague Rules, the limitation sum for the purpose of Article IV Rule 5 of the Hague Rules shall be £100 pounds sterling.
(2) Notwithstanding Clause 2(1) above, for shipments to and from the United States, this Sea Waybill shall be deemed to incorporate and shall give effect to the provisions of the United States Carriage of Goods by Sea Act (hereinafter "COGSA") approved April 16, 1936 and nothing herein nor contained in the said Act shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities thereunder, nor shall the Carrier be deemed to have warranted the seaworthiness of the Vessel. The provisions stated in COGSA shall govern the Goods before they are loaded on and after they are discharged from the Vessel and throughout the entire time that they are in the custody of the Carrier at a United States port and/or in the custody of any pre-carriers, on-carriers or subcontractors in the United States. The Carrier shall also have the benefit of Sections 181 to 189, inclusive of title 46 US Code and the benefits of Sections 4281 to 4286 inclusive and Section 4289 of the United States Revised Statutes, as amended, the same as if it were the owner of the Vessel or other water craft used to transport the Goods.
(3) Notwithstanding Clauses 2(1) and 2(2) above, if this Sea Waybill is subject to legislation which makes the Hamburg Rules compulsorily applicable to it, then this Sea Waybill shall have effect subject to the Hamburg Rules when an action is brought in the country from or to which the Goods have been shipped (without prejudice to Clause 24) and the Hamburg Rules are compulsorily applicable in such country, which shall nullify any stipulation derogating therefrom to the detriment of the shipper or consignee. If the Hamburg Rules are compulsorily applicable to this Sea Waybill by reason of the aforesaid, it is hereby agreed that the date of delivery of the Goods shall be six (6) months from the date of shipment.

3. INCORPORATION OF TARIFF

The terms of the Carrier's applicable tariffs are incorporated herein. Particular attention is drawn to the terms therein relating to container and vehicle demurrage. Copies of relevant provisions of the applicable tariff are obtainable from the Carrier or its agents upon request at any time. In case of inconsistency between this Sea Waybill and the applicable tariff, this Sea Waybill shall prevail.

4. SCOPE OF VOYAGE

The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the Vessel may sail beyond the Port of Discharge or in a direction contrary thereto, or depart from the direct or customary route. The Vessel may call at any port for any purpose whatsoever and whether or not connected with the Carriage of the Goods, including for loading and unloading other goods and/or for the purpose of the current voyage or of a prior or subsequent voyage, omit calling at any port or ports more than once, adjust equipment, drydock, go on ways or repair yards, shift berths, take fuel or stores, remain in port, sail with or without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contracted voyage. Anything done in accordance with this Clause 4 and Clause 8 hereof or any delay arising therefrom shall be deemed to be within the scope of the voyage herein and shall not be a deviation.

5. GOVERNMENT ORDERS

The Carrier and Master may at any time comply with any orders, recommendations or directions of any government(s) or international organization(s) or authority/authorities or persons or body acting or purporting to act with the authority of such government(s) or international organization(s) or authority/authorities.

6. BENEFICIARIES OF CONTRACT, SUBCONTRACT AND OTHERS

The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling and/or carriage of the Goods and any or all of its duties with respect thereto. Every employee, agent and independent contractor of the Carrier, including the Master, officers and crew members of the Vessel and stevedores, longshoremen, terminal operators and others used and employed by the Carrier in the performance of this work and services in relation to the Goods referred to herein and the goods of others, shall be a beneficiary of this Sea Waybill and shall be entitled to all defences, exemptions, and immunities from and limitations of liability which the Carrier has under the provisions of this Sea Waybill and under any other applicable National law and in entering into this contract, the Carrier, to the extent of those provisions, does so not only on its own behalf but also as agent and trustee for each of the persons and companies described above, all of whom shall be deemed parties to the contract evidenced by this Sea Waybill.
The Merchant further undertakes that no claim or allegation in respect the Goods shall be made against the Carrier by any Person, other than in accordance with the terms and conditions of this Sea Waybill, which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

7. IDENTITY OF CARRIER

If despite the terms of this Sea Waybill it is adjudged that any party, other than the Carrier is the carrier and/or bailee of the Goods shipped hereunder, all rights, defences, immunities, limitations of and exceptions from liability provided for by law or by this Sea Waybill shall be available to such other party.

8. LIBERTIES

The Carrier may at any time and without notice to the Merchant use or substitute any means of carriage whatsoever and/or transfer and/or forward the Goods by any means and from one conveyance to another including (without limitation) transshipping or carrying the Goods in whole or in part on another vessel (or vessels) than the Vessel or Vessels named overleaf, whether operated by the Carrier or others and/or load, unpack, unload or transfer the Goods at the original Port of Loading or at any port or place (whether or not such port or place is named overleaf) and store the Goods at any such port or place. Any and all rights and exemptions accorded to the Vessel or Vessels named in this Sea Waybill shall likewise apply to any of the conveyances mentioned in this clause.
In any situation whatsoever, including but not limited to political disturbances, strikes or work stoppages or closures or blockages of waterways, which in the judgment of the Carrier or Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to the Vessel, Goods and/or those on board, the Carrier or Master shall, in addition to the other rights contained in this Sea Waybill, have the right to stop or delay the Vessel, awaiting the removal of any such hindrance or obstruction, or to return the Goods to the Port of Loading or to proceed via any other route, or to transfer the Goods to craft off shore and/or forward them by any means of conveyance to destination all at the risk and expense of the Merchant. All storage charges in connection therewith, as well as all costs and expenses of forwarding and/or relaying shall be for the account of the Merchant and shall constitute a lien on the Goods.

9. CARRIERS RESPONSIBILITY PORT-TO-PORT SHIPMENTS, TRANSSHIPMENTS

Save as otherwise indicated on the face hereof, where the Carriage under this Sea Waybill is from the Port of Loading to the Port of Discharge, the liability (if any) of the Carrier for the loss of or damage to the Goods occurring from and during the loading onto any seagoing Vessel up to and during discharge from said Vessel or from another vessel into which the Goods have been transshipped shall be determined in accordance with Clause 2 hereof. Notwithstanding the above, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods howsoever occurring, when such loss or damage arises prior to the loading on or subsequent to the discharge from said Vessel(s) unless the Goods are loaded or discharged at ports in the United States and save where the Hamburg Rules apply compulsorily.
Where the Goods under this Sea Waybill are to be transhipped and/or forwarded, then save as otherwise indicated on the face hereof the Carrier's responsibility as Carrier shall terminate when the Goods are delivered to the party transhipping and/or forwarding and the Carrier shall thereafter be under no liability whatsoever for loss of or damage to the Goods howsoever occurring. The party transhipping and/or forwarding the Goods shall thereafter be solely responsible vis-à-vis the Merchant and/or any interested party(ies) (owners of the Goods, shippers and/or consignees) for any loss of or damage to the Goods howsoever occurring after the moment when Carrier's responsibility shall terminate as aforesaid. In making arrangements for transshipment and/or forwarding, the Carrier shall (and is hereby authorised to) act only as AGENT for and on behalf of the MERCHANT.

10. CARRIERS RESPONSIBILITY : INTERMODAL SHIPMENTS: TARIFFS:

Save as otherwise indicated herein, where Carriage under this Sea Waybill is expressly for intermodal transport, the Carrier undertakes responsibility for the entire (intermodal) transportation of the Goods from the Place of Receipt or the Port of Loading (whichever is applicable) to the Port of Discharge or Place of Delivery (whichever is applicable) but the Carrier shall have the right to use the services of other Precarriers and/or Oncarriers and any mode of transport to accomplish the same.
Custody and Carriage of the Goods during the intermodal transportation are subject to the tariffs and terms of the relevant bills of lading and/or contract of carriage and/or other transport documents adopted by the Precarrier and/or Oncarrier and/or prescribed and/or made compulsorily applicable by the country in which the intermodal transportation is performed, copies of which are available from the Carrier on request at any time. When loss or damage occurs while the Goods are in the custody of the Precarrier and/or Oncarrier the liability of the Carrier shall be no greater than that of the Precarrier and/or Oncarrier including all benefits, exemptions, defences and limits whatsoever of the Precarrier and/or Oncarrier provided by applicable law or the Precarrier's and/or Oncarrier's bills of lading and/or contract of carriage and/or transport documents which the Carrier shall be entitled to invoke. Particular attention of the Merchant is directed to the terms, conditions or provisions of such documents and laws of the country of transport, as the liability of the Precarrier and/or Oncarrier under such terms, conditions or provisions may be less than the liability of the Carrier in respect of the sea transport. When loss or damage occurs during transportation of the Goods to which this Clause 10 applies but the Merchant cannot establish the stage at which the loss or damage occurred, the Carrier and Merchant agree that it shall be deemed that the loss occurred during the sea transport from the Port of Loading to the Port of Discharge and nothing contained in this Clause shall deprive the Carrier of its rights or immunities provided for elsewhere. Without prejudice to the foregoing, the liability of the Carrier shall under no circumstances exceed the limitation of liability provided for in respect of the sea transport as set forth in Clause 16 hereof. Nothing herein shall be deemed a waiver of any rights the Carrier may have against Precarriers and/or Oncarriers for indemnity or otherwise.
Notwithstanding the foregoing, the provisions stated in COGSA shall govern the Goods before they are loaded on and after they are discharged from the Vessel and throughout the entire time that they are in the custody of the Carrier at a United States port and/or in the custody of any pre-carriers, on-carriers or subcontractors in the United States.

11. DESCRIPTION, MARKINGS, WEIGHTS AND MERCHANT´S RESPONSIBILITY

Unless otherwise stated herein, the description of the Goods and the particulars of the packages mentioned herein are those furnished by the Merchant and the Carrier shall not be responsible as to the correctness of the marks, numbers, quantity, weight, gauge measurement, contents, nature, quality or value. The Merchant shall be liable for any payment of whatsoever nature levied upon the Carrier or for transshipment expense for or in connection with the Goods and also for any payment or loss or damage of whatsoever nature (including without limitation fines and expenses) howsoever sustained or incurred by the Carrier in consequence of incorrect or insufficient marking, numbering, or addressing of packages or description of their contents, or for failure of the Merchant to procure all certificates to accompany the Goods, or to comply with regulations of any kind whatsoever, including but not limited to customs and/or import regulations, imposed with respect to the Goods by authorities at the Ports and/or Places of Loading, transshipment, Discharge or Delivery. The Merchant shall indemnify the Carrier against all payments, fines, expenses or losses arising or resulting from any cause whatsoever in connection with the Goods for which the Carrier is not responsible and/or as per the above; and the Carrier shall have a lien on the Goods for any such amounts. In no event shall the Carrier be liable for loss of or damage to any contents not specified on the face hereof.
The Merchant shall be liable for all payments of whatsoever nature (including without limitation fines, storage charges and duties) charged against the Goods and all costs and expenses of clearing Goods and containers out of or through any port or country.
In the absence of notation on this Sea Waybill and on the covering or containers of the Goods that they are fragile or breakable in character or need special handling or stowage, the Carrier may give the Goods the care, handling and stowage appropriate to ordinary Goods. Whether or not such notice be given or the character of the Goods be otherwise revealed to the Carrier, the Merchant warrants and agrees that Carrier may assume that the Goods are packed in the best approved method for Goods of their size and type and that the Carrier shall not be obliged to give them any care, handling or stowage beyond that appropriate to ordinary Goods so packed.
With respect to the Goods shipped in containers whether or not furnished by the Carrier, the Carrier shall not be responsible for the safe and proper packing, stuffing or stowing of Goods in containers when done by the Merchant, shipper, consolidator or others on their behalf and no responsibility shall attach to the Carrier for any loss or damage caused to the contents by shifting, overloading or improper packing, stuffing or stowing of such containers. The Merchant shall be bound to ensure that the container(s) are sound enough and suitable for the carriage of the Goods by sea, the Merchant is particularly invited to verify the waterproofness of the container(s) for the stowage and carriage of water sensitive Goods.
The loading of such container(s) by the Merchant, shipper, consolidator or others on their behalf shall be prima facie evidence that the container(s) were sound and suitable for use and the Merchant agrees that he will return the Carrier's container(s) in the same condition as received. Any loss, damage or contamination to the container and equipment while in the possession of the Merchant is for the account of the Merchant, including the cost of cleaning or washing of a container returned in an unclean condition. Such container(s) shall be properly sealed before shipment and the seal reference and identification references of the container(s) shall be shown on the face of this Sea Waybill.
The Merchant agrees to be responsible for any damage, loss, delay or expense whatsoever to the Vessel, container(s), other property or to persons resulting from any defect in the Goods, shipper´s packaging, securing and containerization.
The Merchant and their agents warrant no illegal Goods or unmanifested or improperly described Goods will be shipped and that they are in compliance with the terms of the United States Customs Carrier Initiative agreement and that the Merchant and their agents will be responsible and hold the Carrier harmless for any fines, penalities, expenses, detention, demurrage, arrests, attachments and other consequences arising out of the Carriage of unmanifested, illegal or misdescribed Goods including but not limited to drugs, arms and ammuinitions, stowaways, bullions or otherwise.
No remedy conferred to the Carrier by any of the provisions of this Sea Waybill is intended to be exclusive of any other remedy, except as expressly provided in this Sea Waybill, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

12. SPECIAL, CONTAINERIZED AND PERISHABLE GOODS: REFRIGERATION:

The Carrier shall have the right to carry fruits, vegetables, meats and any Goods of a perishable or special nature in ordinary compartments, ordinary dry cargo containers or on deck and without special cooling, heating or ventilation facilities or attention unless there is noted on this Sea Waybill a typewritten provision on the face hereof that the Goods will be carried in refrigerated and/or heated and/or ventilated spaces or containers. The Merchant undertakes not to tender for transportation Goods which require refrigeration, ventilation, heating and the like without giving prior written notice of their nature prior to receipt by the Carrier with specific written instructions as to temperature, ventilation, heating and the like.
Unless a special written agreement is made and inserted in this Sea Waybill the Carrier does not undertake and shall not be liable for failure to give the Goods, whether or not of a perishable or special nature, any unusual or special care, handling, storage or facilities not given to ordinary nonperishable, general Goods, nor will the Carrier discharge or deliver the Goods into or to any refrigerated, chilled, cooled, ventilated, insulated, heated, drained, dry, moist, or specially equipped place, compartment, container or other facility, and the Merchant represents and warrants the Goods do not require any such special care or facilities.
If perishable Goods requiring special temperature are delivered to the Carrier in a refrigerated container, the Merchant undertakes that the Goods have the temperature provided on the face hereof and that they have been properly stowed and the thermostatic controls have been properly set by him before delivery of the Goods to the Carrier. The Merchant agrees that when a temperature is noted on the face hereof or if not noted and the ambient temperature for the carriage of the perishable commodity is known or recognized for ocean transportation of said perishable commodity, the Carrier will exercise reasonable care to maintain the ambient temperature in the refrigerated chamber or container plus or minus 3°C.
In no event shall the Carrier be liable in any respect because heating, refrigeration or special cooling facilities are not furnished during loading, discharge or any part of the time that the Goods are on a dock, wharf, craft, or other loading or discharging places, and the Carrier does not undertake to furnish such facilities.
The Carrier shall be under no responsibility whatsoever for loss of and/or damage to Goods arising out of defect, malfunction or irregularity of a container (whether a Merchant supplied container or not) unless such loss and/or damage arises out of causes for which the Carrier would otherwise be liable under this Sea Waybill.

13. GENERAL AVERAGE

General Average shall be adjusted, stated and settled according to the York/Antwerp Rules of 1994 or any subsequent modification thereof, at any port or place and in any currency as selected by the Carrier, and/or the operator of the Vessel when the Vessel is not operated by the Carrier, and as to matters not provided for by these Rules, according to the laws and usages in London, England. Anything in this Sea Waybill to the contrary notwithstanding, the cost of handling on board, restowing, reloading, discharging Goods or containers, fuel or stores, whether at port or place of loading, call or refuge, shall be admitted as General Average when the handling or discharge was necessary for the common safety or to enable the Vessel to be repaired and/or remedied. If the repairs or restowage were necessary for the safe prosecution of the voyage.
In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever whether due to negligence or not for which the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant, jointly and severally, shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers. Security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage or special charges thereof shall, if required, be submitted to the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to exercise any lien for General Average contribution due to the Merchant.

14. BOTH-TO-BLAME COLLISIONS

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and/or any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever, of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier.
The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or effects are at fault in respect of a collision or contact.

15. FREIGHT

Full freight to the Port of Discharge or Place of Delivery as the case may be including but not limited to freight, inland freight or additional freight, deadfreight, demurrage, charges and all other amounts due herein against the Goods shall be deemed fully earned on receipt of the Goods by the Carrier (whether intended to be prepaid or to be collect at the Port of Discharge or Place of Delivery or subsequently) and shall be paid and non returnable in any event under all circumstances whatever Vessel and/or Goods lost or not lost, or the voyage changed, frustrated or abandoned.
Freight may be calculated on the basis of particulars of the Goods furnished by or on behalf of the Merchant, but the Carrier shall be entitled at any time to weigh, measure and value the Goods, and may (but without any obligation) open Packages, containers or trailers to examine contents. If the particulars furnished by or on behalf of the Merchant are incorrect or there is an error in freight or other charges and if on correction the freight or charges should be higher, the Carrier may collect the additional amount and the Merchant shall be liable for any expense incurred in examining, weighing, measuring and valuing the Goods.
All Freight, charges or sums of whatsoever nature payable to the Carrier are due from all persons defined as the Merchant (who shall be jointly and severally liable to the Carrier therefor) and shall be paid in full, without any set-off, counter-claim or deduction in the currency named in this Sea Waybill or, at Carrier's option, in other currency.
Any person, firm or corporation engaged to perform forwarding services with respect to the Goods shall be considered the exclusive agent of the Merchant for all purposes and any payment of freight to such person, firm or corporation shall not be considered payment to the Carrier in any event. Failure of such person, firm or corporation to pay any part of the freight to the Carrier shall be considered a default by the Merchant in the payment of the freight.

16. VALUATION

If COGSA applies, neither the Carrier nor the Vessel shall in any event be or become liable for any loss or damage to or in connection with the transportation of Goods in an amount exceeding $500 lawful money of the United States per package, or in case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of the Goods have been declared by the shipper before shipment and inserted on the face of this Sea Waybill and extra freight charges paid. Charges for excess value declaration shall apply as per Carrier's tariff.
If this Sea Waybill shall be subject to either the Hague Rules or the Hague Visby Rules, the Carrier's and Vessel's liability shall be limited to either 100 pounds sterling per package or unit or per the limitations set forth in the Hague Visby Rules, unless the nature and value of such Goods shall have been declared by the shipper and inserted on the face of this Sea Waybill and the extra charges paid.
In the event of a value being declared by the shipper in writing and inserted herein and extra freight being paid thereon, the Carrier's liability if any, for loss or damage to or in connection with the Goods shall be determined on the basis of such declared value and pro rata of such declared value in the case of partial loss or damage, provided such declared value does not exceed the actual value of the Goods.
In no event shall the Carrier be liable for more than loss or damage actually sustained. 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. The Carrier shall not be liable for any delay or loss or damage occasioned thereby or for any indirect, consequential or special damages of whatsoever nature and the Carrier shall have the option of replacing any lost Goods and/or replacing or repairing any damaged Goods.
Without prejudice to Clause 24, when an action is brought in the country from or to which the Goods have been shipped and the Hamburg Rules are compulsorily applicable in such country, as a consequence of which this Sea Waybill shall be compulsorily subject to the Hamburg Rules, the Carrier's and Vessel's liability shall be in accordance with Article 6 thereof and limited to 835 SDRs per package or other shipping units or 2.5 SDRs per Kilogram of gross weight of the goods lost or damaged, whichever is higher.
If any particulars of any Letter of Credit and/or Import Licence and/or Sale Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party are shown on the face of this Sea Waybill, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Sea Waybill. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Sea Waybill.

17. LIEN

The Carrier shall have a lien on the Goods and any documents for all sums payable to the Carrier from the Merchant under this Sea Waybill, including , without limitation all freight, inland freight, additional freight, dead freight, advances, general average contributions, demurrage, fines, taxes, damages, expenses and charges becoming due under this Sea Waybill or which may be sustained or incurred by the Carrier, whether they are payable in advance or not. Any lien shall extend to the cost of recovering the sums due including the cost, expenses and legal fees of exercising such lien. Such lien shall not be lost by delivery of the Goods, and it may be enforced by public or private sale in any manner at the Carrier's discretion, without notice to the Merchant.

18. NOTICE OF LOSS OR DAMAGE, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier or his agent at the Port of Discharge or Place of Delivery as the case may be before or at the time of the removal of the Goods into the custody of the Merchant or if the loss or damage is not apparent, within three days after delivery, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Sea Waybill. Any claim against the Carrier for any adjustment, refund of or with respect to freight, charges or expenses or any claim other than for loss or damage to Goods must be submitted fully documented to the Carrier or its agent in writing within 20 days from the day when the Goods were or should have been delivered, failing which such claim will be time-barred.
Claims for loss and/or damage to the Goods occurring while in the possession of a Precarrier and/or Oncarrier is subject to the claims, filing, notice and time for suit requirements provided for in the tariff and/or terms and conditions governing that Precarrier's or Oncarrier's transportation. The Merchant should note that such terms and conditions may prescribe periods within which notice must be given, claims must be filed or suits must be commenced which are either longer or shorter than that which governs claims against the Carrier.
Notice of loss or damage in respect of perishable Goods must be given to the Carrier within 24 hours after delivery by the Carrier failing which it shall be prima facie evidence of the condition of the Goods as described on this Sea Waybill.
In any event, the Carrier and the Vessel shall be discharged from any liability for loss of or damage to the Goods or with respect to freight, charges or expenses, or the refund thereof or any claim of whatsoever kind, nature or description, with respect to or in connection with the Goods unless suit is brought within one year of delivery of the Goods or the date when the Goods should have been delivered, failing which all such claims will be time-barred. If this Sea Waybill shall be subject to the Hamburg Rules, any claim in relation to the Carriage of Goods is time-barred if judicial proceedings have not been instituted within a period of two (2) years from the day of delivery of the Goods or from the last day on which the Goods should have been delivered. Suit shall not be considered to have been brought within time specified unless process shall have been actually served and/or jurisdiction obtained over the Vessel or Carrier within such time.

19. CLAIMS, TIME BAR - INTERMODAL SHIPMENTS

Claims for loss or damage to Goods must be filed against the Carrier, which agrees to be solely responsible for processing said claims to conclusion. In the event of payment of any such claims by the Carrier it shall automatically be subrogated to any and all rights of the Merchant against all others including Precarriers and/or Oncarriers on account of such loss or damage. Claims must be filed and suit commenced within the time limit provided by law and the terms of the bills of lading and/or contracts of carriage and/or transport documents and/or the tariffs of the carriers which had or are deemed in accordance with this Sea Waybill to have had custody of the Goods when the loss or damage occurred. When it cannot be established which carrier hereunder had custody or control of the Goods at the time of loss or damage it shall be deemed that the loss or damage occurred aboard the Vessel while in the custody or control of the Carrier.
Claims for loss of and/or damage to the Goods occurring while in the possession of a Precarrier and/or Oncarrier shall be made in writing against the Carrier within nine months after delivery of the Goods by such Precarrier and/or Oncarrier or in the case of failure to make delivery then within nine months from the date when the Goods should have been delivered.
The liability of the Carrier shall be no greater than that of the Precarrier and/or Oncarrier including all benefits, exemptions, defences and limits whatsoever of the Precarrier and/or Oncarrier provided by applicable law and its bills of lading and/or tariffs and/or contract of carriage and/or transport documents which the Carrier shall be entitled to invoke, PROVIDED ALWAYS that the liability of the Carrier shall under no circumstances exceed the limitation of liability provided for in respect of sea transport as set forth in Clause 16 hereof.
Notice of claim should be sent to the Carrier at the address set forth above.

20. DISCHARGE AND DELIVERY, DELIVERY BY MARKS

The Port authorities are hereby authorised to grant a general order for discharging immediately after the arrival of the Vessel. The Vessel may commence discharging immediately on arrival and discharge continuously day and night, Sunday and holidays including any customs of the port to the contrary notwithstanding.
At ports and places of discharge where the Carrier is required to discharge Goods into lighters or other craft by local law, local authorities or local custom, or where it has been so agreed or where piers and wharfs which the Vessel can reach, lie at or depart from always afloat are not available or where prevailing conditions at the time render discharge to a pier or wharf dangerous or imprudent or would subject the Vessel, Goods and cargo of others to abnormal delay, the Merchant shall be required to furnish lighters or other craft and take delivery alongside the Vessel in such lighters or craft from the Vessel's tackle at the risk and expense of the Merchant and the Goods. In such cases, if the Merchant fail or refuses to provide lighters or other craft, the Carrier acting as agent for the Merchant may engage lighters or craft for the risk and account of the Merchant and the Goods and upon discharge of the Goods into such lighters or craft, performance hereunder and delivery of the Goods shall be completed and the Carrier shall not be under any further responsibility with respect to the Goods.
The Carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall have been clearly and durably stamped or marked by the Merchant before shipment of the Goods in such a manner as to clearly identify such Goods and their port of discharge. Goods that cannot be identified as to marks and any unclaimed Goods not otherwise accounted for may at Carrier's option be allocated for completing delivery to the various consignees of Goods of like character in proportion to any apparent shortage.

21. STOWAGE UNDER AND ON DECK. LIVE ANIMALS

(1) The Carrier shall have the right to stuff Goods in containers and consolidate them with other Goods and containers.
(2) Goods, whether or not carried in containers, may be carried on deck or under deck without notice to the Merchant or any notation on the face hereof and all such Goods (including Goods stowed in poop forecastle, deck house, passenger spaces, state rooms or any other covered space) whether carried on deck or under deck shall participate in General Average and shall, save as provided in Clause 22(3) below, be deemed to be within the definition of Goods for the purposes of the Hague Rules, Hague Visby Rules and COGSA and shall be carried subject to the provisions of Clause 2 of this Sea Waybill.
(3) In the case of Goods which are stated on the face hereof as being carried on deck and which are so carried and/or live animals, the Hague Rules, the Hague Visby Rules and COGSA shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay howsoever arising.

22. DANGEROUS GOODS

No Goods which are or may become dangerous, inflammable, injurious or damaging (including radio-active materials) or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for Carriage without his express consent in writing, and without the container (if any) as well as 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 any applicable laws, regulations, International Conventions or 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 or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.
The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations, International Conventions or requirements which may be applicable during the Carriage.
Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against any and all claims, losses, damages or expenses which the Vessel or the Carrier may incur or suffer arising in connection with the Carriage of such Goods including but not limited to claims, losses, damages or expenses arising from spillage, shifting of the Goods, pollution, contamination, fire, insufficient lashing, explosion, seizure, capture, delays, damage to containers the Vessel or other goods, misdeclaration of the nature weight or content of the Goods or otherwise.
Nothing contained in this Clause shall deprive the Carrier of any of its rights or immunities provided for elsewhere.

23. NOTIFICATION AND DELIVERY

(1) Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor shall any omission be a breach of any obligation hereunder.
(2) The Merchant shall take delivery of the Goods within the time agreed or provided for in the Carrier's applicable Tariff.
(3) If the Merchant fails to take delivery of the Goods or part of them within thirty days of delivery time provided for under Clause 23(2) above and/or agreed free time, or if in the opinion of the Carrier the Goods are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value the Carrier may without prejudice to any other rights which it may have against the Merchant, without notice and without any responsibility whatsoever attaching to the Carrier, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Sea Waybill. In case the Carrier has to unstow the Goods or part thereof and/or store the Goods or part thereof ashore, afloat, in the open or under cover, such storage shall constitute due delivery hereunder and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.
(4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which are incorporated in this Sea Waybill and are available at all times upon request to the Carrier at the commercial address as set out above.

24. LAW AND JURISDICTION

This Sea Waybill and any claim or dispute arising hereunder shall be subject to English law and the jurisdiction of the English High Court of Justice in London. The Merchant irrevocably submits to this jurisdiction.

25. VALIDITY

If anything herein contained is invalid under any compulsorily applicable International Convention or National law the provisions hereof shall to the extent of such invalidity, but no further, be omitted and shall be deemed not to be included in this Sea Waybill, whilst the other provisions shall still be binding.

26. FINAL AGREEMENT

All agreements or freight engagements for the shipment of the Goods are superseded by this Sea Waybill and all its terms, whether written, typed, stamped or printed are accepted and agreed to by the Merchant to be binding as fully as if signed by the Merchant any local customer privileges to the contrary notwithstanding. Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection or exemption from or limitation of liability. This Sea Waybill is in no sense the personal contract of the Carrier. If required by the Carrier one original signed Sea Waybill duly endorsed must be surrendered to the Carrier or its agent at the Port of Discharge or Place of Delivery in exchange for delivery order.
No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Sea Waybill, unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

27. INSPECTION BY AUTHORITIES

If by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss, damage or delay incurred as a result of any opening, unpacking, inspection or repackaging. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repackaging from the Merchant.

28. LIMITATION OF LIABILITY

For the avoidance of doubt, it is hereby agreed by the Merchant that the Carrier qualifies and shall be regarded as a person entitled to limit liability under the relevant Convention on the Limitation of Liability for Maritime Claims, notwithstanding that the Carrier may have procured space on board the Vessel concerned by means of a Slot Charterparty, Sea Waybill or some other contract of carriage. Except to the extent that mandatory law to the contrary applies in the appropriate jurisdiction (in which case said law shall apply), the size of the fund to which the Carrier may limit liability shall be identical to that proportion of the limitation fund by which the actual carrier is entitled to limit which is (or would be) available for the Carrier's claims against the actual car