Ships Bag for MB/L 721615466

Container: MRSU6242380 **1**

00346 MANIFEST 0950424.pdf **1**

PL SHEET MRSU 624 238 0.pdf **5**

document.pdf **6**

HB/L: 27748967 **10**
TYP: Externes B/L 10
ALM259146 HBL 128.pdf 10

HB/L: 27749085 **12**
TYP: Externes B/L 12
ALM259239 HBL 14.pdf 12

HB/L: 27749174 **14**
TYP: Externes B/L 14
ALM259292 HBL 130.pdf 14

HB/L: 28761143 **16**
TYP: Externes B/L 16
ALM259257 HBL 17.pdf 16

HB/L: 83670469 **18**
TYP: Externes B/L 18
ALM259185 HBL 164.pdf 18

HB/L: 83671271 **21**
TYP: Externes B/L 21
ALM259188 HBL 35.pdf 21

HB/L: ALM259210 **23**
TYP: B/L 23
SACO Shipping Line Ltd. B/L ALM259210 ALM25921 23

HB/L: ALM259216 **24**
TYP: MSDS 24
'ALM259216 MSDS 1.pdf' 24
TYP: B/L 26
SACO Shipping Line Ltd. B/L ALM259216 ALM25921 26

HB/L: ALM259254 **27**
TYP: B/L 27
SACO Shipping Line Ltd. B/L ALM259254 ALM25925 27

HB/L: ALM259266 **28**
TYP: B/L 28
SACO Shipping Line Ltd. B/L ALM259266 ALM25926 28

HB/L: ALM259272 **29**
TYP: B/L 29
SACO Shipping Line Ltd. B/L ALM259272 ALM25927 29

HB/L: ALM259279 **30**
TYP: B/L 30
SACO Shipping Line Ltd. B/L ALM259279 ALM25927 30

HB/L: ALM259285 **31**
TYP: B/L 31
SACO Shipping Line Ltd. B/L ALM259285 ALM25928 31

HB/L: GCHAM26080449 **32**
TYP: Externes B/L 32
ALM259275 HBL 80.pdf 32

HB/L: VER285692 **34**
TYP: B/L 34
SACO Shipping Line Ltd. B/L VER285692 VER28569 34

Manifest

Container-No.: MRSU6242380 40' HIGH CUBE CONTAINER Seal-No.: B191449
Vessel: SAC1970 / ADAMS
ETS:
Master-B/L.: 721615466

BL-Ref	Marks & Nos	Qty	Packing	Description of goods	Kos	Cbm
27748967	6200122777	1	PACKAGE	S.T.C. TELECOMMUNICATIO EQUIPMENT HS CODE:73269098	183.000	0.432
27749085	FLEXTRONICS	8	PALLETS	S.T.C. PANELS H.S CODE: 730890 NAC: LOCAL	432.000	0.984
27749174	6200123624	1	PACKAGE	S.T.C. TELECOMMUNICATIO EQUIPMENT HS CODE: 83024200	133.440	0.528
28761143	28761143 ALM259257 ALTAMIRA	32	PALLETS	ALUMINUM PROFILES HS CODE: 76042990	7020.000	20.333
83670469	83670469 ALM259185 1/3-3/3 ALTAMIRA	3	PALLETS	GEARBOX HS:84312000 ***PATENTE: 3329 TAX ID: LAVJ581008NI0 TAX ID GCA0107267Y9 LIC. KARLA LOZANO, TEL: (83)33857090 EJECUTIVO4@CARGC	1125.000	1.746

Manifest

Container-No.: MRSU6242380 40' HIGH CUBE CONTAINER Seal-No.: B191449
Vessel: SAC1970 / ADAMS
ETS:
Master-B/L.: 721615466

BL-Ref	Marks & Nos	Qty	Packing	Description of goods	Kos	Cbm
83671271	VESTAS FO: 5200026974	1	PALLET	S.T.C. SPARE PARTS FOR WIND TURBINES HS CODE: 76109090 INVOICE: 99906 68572 OCEAN FREIGHT = 251,75 USD	285.000	2.645
ALM259210	APTIV SERVICES US LLC, S&PS-PLANT 9 AV INDUSTRIA AUTO MORTRIZ NO 200 LOC 66600 APODACA MEXICO MX NAC UPS - SPATIV	3	PALLETS	CABLE SEALS AS PER INVOICE#85181045 85181046 HTS:392690 **HSCODE: 392690**	130.550	1.594
ALM259216	HARTING MEXICO MANUFACTURING SA DE CV 2026-20604 701993	1	PALLET	LOCKNUT GM-FS PA M32 HS-CODE: 392690 PO 2013870060 INV 8202622527	84.000	0.442
ALM259254	HANDEL DISTRIBUCIONES S.A.DE C.V. SH26-0392 PUERTO MARITIMO ALTAMIRA REPUBLICA FEDERAL DE ALEMANIA	2	CASES	PARTS FOR TANNING MACHINES HS CODE: 84539000	1190.000	2.431

Manifest

Container-No.: MRSU6242380 40' HIGH CUBE CONTAINER Seal-No.: B191449
Vessel: SAC1970 / ADAMS
ETS:
Master-B/L.: 721615466

BL-Ref	Marks & Nos	Qty	Packing	Description of goods	Kos	Cbm
ALM259266	BRITISH AMERICAN TOBACCO MEXICO, S .A.DE C.V. ADDRESS: AV.FRANC ISCO I MADERO 275 0 PTE. COL.CENTRO DE LA CIUDAD 64000 MONTERREY,N.L.,M XICO BAT910607F43	2	PALLETS	CIGARETTE PAPER HS CODE 481390	817.000	1.984
ALM259272	ROCKWELL AUTOMATION MONTERREY CAMINO VECINAL #3051 PI FINSA GUADALUPE, NUEVO LEON C.P. 67110 MEXIKO	1	CASE	ALUMINIUM PROFIL MACHINED 14MM PULVERIZED, LENGTH 2,10 METERS REVISION NUMBER 08 75046-008-02 14MM PAINTED HOUSING HS CODE: 76109090	508.000	1.574
ALM259279	3171075	7	HOLZKISTE	CONNECTING ROD HS CODE: 84099100 TREATED AND CERTIFIED	6426.000	5.551
ALM259285	AKG LAGOS DE MORENO, MEXICO	2	PACKAGES	FINS HS- CODE: 76042990	458.200	1.883
GCHAM260	HYUNDAI WIA MEXICO MEX	10	PALLETS	S.T.C CAR PARTS HS CODE:84141089	2410.000	11.230
VER285692	IK MEXICO NO. 1 & UP MADE IN GERMANY PO NO. IM 27901	1	PALLET	NABALOX NO 613-10 HS CODE 2818200090 MA00035271	1230.000	1.378

Manifest

Container-No.: MRSU6242380 40' HIGH CUBE CONTAINER Seal-No.: B191449
Vessel: SAC1970 / ADAMS
ETS:
Master-B/L.: 721615466

BL-Ref	Marks & Nos	Qty	Packing	Description of goods	Kos	Cbm

Total	**Quantity**	**Grossweight**	**Measurement**
	75	**22.432.190**	**54.735**

amended on: 12.08.2026 by ECH

Mexico PL-Sheet 2026

valid from August 1st 2026

SACO Ref.:	Vessel:	Port:	ETA:	Container:
6/08/HAM/1699	Adams 634w	Altamira	17.09.2026	MRSU 624 238-0

B/L	COLLECT	incl.Special charges	Doc fee	Unstuffing	Admin Fee	Transm.Fee	Port Transf	On Carriage	0,00 USD	Quote No.:
ALM259216	32,00									
GCHAM26080449	628,88									
GCHAM26080449	812,12	Disbursements								
	1473,00		0,00	0,00	0,00	0,00	0,00		0,00	

COLLECT FREIGHT TOTAL				**1.473,00 USD**	**1.473,00 USD**	**debit to Interteam**
RELEASE FEE				0,00 USD		
UNSTUFFING				0,00 USD		
ADMIN FEE				0,00 USD		
TRANSMISSION FEE				0,00 USD	**0,00 USD**	**credit to Interteam**
CREDIT FOR ON CARRIAGE				0,00 USD		
PORT TRANSFER				0,00 USD		
kickback as agreed USD 24,00 w/m from B/L	**date 01.10.23**	FRT:	55,610	1.334,64 USD	**1.334,64 USD**	**debit to Interteam**
Hartrodt Kickback USD 4,50 w/m		FRT:	2,431	10,94 USD	**12,71 USD**	**debit to Interteam**
Quick Cargo Kickback USD 3,- w/m		FRT:		0,00 USD		
BDP / ED Forwarding Kickback USD 3,- w/m		FRT:		0,00 USD		
Linkin / Europartner/XPD Kickback USD 4 w/m		FRT:	0,442	1,77 USD		
DHL compensation VER canceled 2026		FRT:			**0,00 USD**	**credit to Interteam**
DHL compensation ALM canceled 2026		FRT:				
K&N compensation canceled 2026		FRT:				
Ceva compensation canceled 2026		FRT:		0,00 USD		
TOTAL AMOUNT				**2.820,35 USD**	**CREDIT OR DEBIT TO INTERTAEM**	

Agreed special PLC :

SHIPPER	Consignee	Doc fee	Unstuffing	Admin	Tranmiss.	Port Transfer
Würth	Knipping/Globaltranz	USD 50,-	USD 28,-w/m			
Hansa Gateway	all	USD 70,-	USD 33,-w/m			
Geodis/LEGO		USD 15,-	USD 25,-w/m			
Fedex	Fedex	USD 25,-	USD 14,-w/m			

Dear Customer, please note that any changes to payment terms or prepaid payer made after vessel departure and invoice issuance may incur a payer amendment fee.

MAERSK

NON-NEGOTIABLE WAYBILL

SCAC MAEU

B/L No. 721615466

Shipper (As principal, where "care of", "c/o", or other variants used.)
SACO SHIPPING GMBH
AS AGENT OF SACO SHIPPING LINE
LIMITED WOLLKAEMMEREISTR. 1
D-21107 HAMBURG / GERMANY
TAX-ID. DE-118597456

Booking No.
721615466

Export references
608HAM1699AECH

Svc Contract
299542652

Consignee (Negotiable only if consigned "to order", "to order of" a named Person or "to order of bearer". As principal, where "care of", "c/o", or other variants used.)
INTERTEAM, S.A. DE C.V. COLIMA 114,
INT 201 COLONIA ROMA, C.P. 06700
MEXICO CITY. TEL: +525555149897
TAX ID: INT961206ES7
CTC: MARCELA GODINEZ

This contract is subject to the terms, conditions and exceptions, including the law & jurisdiction clause and limitation of liability & declared value clauses, of the current Maersk Bill of Lading (available from the Carrier, its agents and at terms.maersk.com/carriage), which are applicable with logical amendments (mutatis mutandis). To the extent necessary to enable the Consignee to sue and to be sued under this contract, the Shipper on entering into this contract does so on his own behalf and as agent for and on behalf of the Consignee and warrants that he has the authority to do so. The shipper shall be entitled to change the Consignee at any time before delivery of the goods provided he gives the Carrier reasonable notice in writing.
Delivery will be made to the Consignee or his authorised agent on production of reasonable proof of identity (and, in the case of an agent, reasonable proof of authority) without production of this waybill. The Carrier shall be under no liability whatsoever for misdelivery unless caused by the Carrier's negligence.

Notify Party (see clause 22)
SAME AS CONSIGNEE
EMAIL: IMPORT@INTERTEAM.COM.MX

Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)

Vessel	Voyage No.	Place of Receipt. Applicable only when document used as Multimodal Waybill
ADAMS	634W	Hamburg
Port of Loading	**Port of Discharge**	**Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)**
Bremerhaven	Altamira	

PARTICULARS FURNISHED BY SHIPPER

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.	Weight	Measurement
1 Container Said to Contain 75 PACKAGE MRSU 624238-0 40/DRY 9'6 1 PACKAGE GROSS WEIGHT: 183.000 KGS MEASUREMENT: 0.432 CBM S.T.C. TELECOMMUNICATION EQUIPMENT HS CODE:73269098 3 PALLETS GROSS WEIGHT: 1125.000 KGS MEASUREMENT: 1.746 CBM GEARBOX HS:84312000 ***PATENTE: 3329 TAX ID: LAVJ581008NI0 TAX ID GCA0107267Y9 LIC. KARLA LOZANO, TEL: (83)33857090 EJECUTIVO4@CARGOQUIN.COM 1 PALLET GROSS WEIGHT: 285.000 KGS MEASUREMENT: 2.645 CBM	22432.190 KGS	54.735 CBM

VERIFY COPY

Below freight details will not be part of Original Bill of Lading unless requested by customer

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier.

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit
Basic Ocean Freight	Prepaid	SACO SHIPPING GMBH	11314343	Maersk Deutschland (Hamburg)
Container Protect Essential	Collect			
Documentation fee - Destination	Collect			

Carrier's Receipt. Total number of containers or packages received by Carrier.
1 container

Place of Issue of Waybill
Mumbai

Shipped on Board Date (Local Time)

Date Issue of Waybill

Declared Value Charges (see clause 7.3 of the Maersk Bill of Lading) for Declared Value of US$

Shipped, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise stated herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Carrier's Receipt"

Signed for the Carrier Maersk A/S

This transport document has one or more numbered pages

As Agent(s)

For amendment journey use link - https://www.maersk.com/shipping-instruction/launch

S.T.C.
SPARE PARTS FOR WIND
TURBINES
HS CODE: 76109090
INVOICE: 99906
68572
OCEAN FREIGHT = 251,75
USD
3 PALLETS GROSS WEIGHT: 130.550 KGS MEASUREMENT: 1.594 CBM
CABLE SEALS AS PER
INVOICE#85181045 85181046
HTS:392690
HSCODE: 392690
1 PALLET GROSS WEIGHT: 84.000 KGS MEASUREMENT: 0.442 CBM
LOCKNUT GM-FS PA M32
HS-CODE: 392690
PO 2013870060
INV 8202622527
8 PALLETS GROSS WEIGHT: 432.000 KGS MEASUREMENT: 0.984 CBM
S.T.C.
PANELS
H.S CODE: 730890
NAC: LOCAL
2 CASES GROSS WEIGHT: 1190.000 KGS MEASUREMENT: 2.431 CBM
PARTS FOR TANNING
MACHINES
HS CODE: 84539000
32 PALLETS GROSS WEIGHT: 7020.000 KGS MEASUREMENT: 20.333 CBM
ALUMINUM PROFILES
HS CODE:
76042990
2 PALLETS GROSS WEIGHT: 817.000 KGS MEASUREMENT: 1.984 CBM
CIGARETTE PAPER
HS CODE 481390
1 CASE GROSS WEIGHT: 508.000 KGS MEASUREMENT: 1.574 CBM

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit
Terminal Handling Service - Destinatio	Collect			
Emergency Bunker Surcharge	Prepaid	SACO SHIPPING GMBH	11314343	Maersk Deutschland (Hamburg)
Export Intermodal Fuel Fee	Prepaid	SACO SHIPPING GMBH	11314343	Maersk Deutschland (Hamburg)
Equipment Handling Import	Collect			
Emission Surcharge	Prepaid	SACO SHIPPING GMBH	11314343	Maersk Deutschland (Hamburg)
Inland Haulage Export	Prepaid	SACO SHIPPING GMBH	11314343	Maersk Deutschland (Hamburg)
Peak Season Surcharge	Prepaid	SACO SHIPPING GMBH	11314343	Maersk Deutschland (Hamburg)
Value Protect Starter	Prepaid	SACO SHIPPING GMBH	11314343	Maersk Deutschland (Hamburg)

ALUMINIUM PROFIL MACHINED
14MM
PULVERIZED, LENGTH 2,10
METERS
REVISION NUMBER 08
75046-008-02
14MM PAINTED HOUSING
HS CODE: 76109090
10 PALLETS GROSS WEIGHT: 2410.000 KGS MEASUREMENT: 11.230 CBM
S.T.C
CAR PARTS
HS CODE:84141089
7 PKG GROSS WEIGHT: 6426.000 KGS MEASUREMENT: 5.551 CBM
CONNECTING ROD
HS CODE: 84099100
TREATED AND CERTIFIED
2 PACKAGES GROSS WEIGHT: 458.200 KGS MEASUREMENT: 1.883 CBM
FINS
HS- CODE: 76042990
1 PACKAGE GROSS WEIGHT: 133.440 KGS MEASUREMENT: 0.528 CBM
S.T.C.
TELECOMMUNICATION
EQUIPMENT
HS CODE: 83024200
1 PALLET GROSS WEIGHT: 1230.000 KGS MEASUREMENT: 1.378 CBM
NABALOX NO 613-10
HS CODE 2818200090
MA00035271

MRSU6242380 40 DRY 9'6 75 PACKAGE 22432.190 KGS 54.735 CBM
Shipper Seal : B191449
The Merchant(s) warrant and represent that this shipment and/or Goods will comply at all times with European Union, United States and United Nations sanctions and/or export control laws (Sanctions Laws), and that this shipment and/or Goods do not involve,

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit

whether directly or indirectly, any entity or person identified, or owned or controlled by any such entity or person identified, on the U.S. Treasury Departments Office of Foreign Asset Control (OFAC) list of Specially Designated Nationals and Blocked Persons, or any other similar list maintained by the European Union, or as promulgated by the United Nations Security Council (Designated Person). If, in the Carriers reasonable opinion, this shipment and/or Goods are in violation of the Carriers policy on Russia [https://www.maersk.com/news/articles/2022/02/24/russia-ukraine-situation-update], Sanctions Laws or involves any Designated Person, the shipment and/or Goods will be returned to the origin at Carriers sole and unfettered discretion, and the Merchant(s) shall indemnify and hold harmless the Carrier, its servants and agents, for any breach of this clause. The Merchant(s) agree that the Carrier may stop the shipment and/or Goods in transit or withhold release of the shipment and/or Goods pending any investigation into compliance with this clause by the Merchant(s).
SHIPPER'S LOAD, STOW, WEIGHT AND COUNT
FREIGHT PREPAID
SD/CY

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect

Charges Name	Prepaid/Collect	Invoice Party	Customer Code	Collection Business Unit

www.shipco.com

SHIPCO TRANSPORT
Draft

A Member of WorldWideAlliance®

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)	BOOKING NO.	BILL OF LADING NO.
SCAN GLOBAL LOGISTICS A/S JERNHOLMEN 49 DK-2650 HVIDOVRE, DENMARK	27748967	27748967
	EXPORT REFERENCES ALTAMIRA // CPH36102855 / ERICSSON AB SHIP / 6200122777 10000057345 - LANE 54226	

CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)	FORWARDING AGENT, F.M.C. NO
SGL TRANSGROUP DE MEXICO SA DE CV AV. PASEO DE LAS PALMAS NO. 405 INT 501, LOMAS DE CHAPULTEPEC III SECCION, MIGUEL HIDALGO 11000 CIUDAD DE MEXICO, MEXICO	SHIPCO TRANSPORT DENMARK A/S SNORRESGADE 18 2300 COPENHAGEN DENMARK DK-DENMARK +4539150550 004539150551
	POINT AND COUNTRY OF ORIGIN OF GOODS

NOTIFY PARTY (COMPLETE NAME AND ADDRESS)	FOR DELIVERY PLEASE APPLY TO
SAME AS CONSIGNEE +55 43402710 DIANAA.MEX@TRANSGROUP.COM MXSTM2012087C3 DIANA MARISOL ALFARO	INTERTEAM SA DE CV SERVICIOS INTERN. DE COMERCIO COLIMA 114 DESP 201 COL ROMA C.P. MEXICO D.F. 06700 PHONE: 00525555149897

PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSSHIPMENT PORT
	DOOR BORÅS, 504 64	

EXPORT CARRIER (VESSEL/VOY/FLAG)	PORT OF LOADING	LOADING PIER/TERMINAL
ADAMS TBA	BREMERHAVEN	DOOR / CFS

PORT OF DISCHARGE	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS
ALTAMIRA	ALTAMIRA	0/EXPRESS

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
6200122777	1	PACKAGE S.T.C. TELECOMMUNICATION EQUIPMENT HS CODE:73269098 FREIGHT PREPAID	403.446 Lbs 183.000 Kgs	15.256 Cbf 0.432 Cbm
		Page 1 of 1 Total:	403.446 Lbs 183.000 Kgs	15.256 Cbf 0.432 Cbm

For notification purpose only

SHIPPERS DECLARED VALUE $
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 (3) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
			TOTAL	TOTAL

RECEIVED by Carrier, so far as can be reasonably ascertained, in external apparent good order and condition (unless otherwise stated herein) the Goods as specified above for carriage from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable.**Notwithstanding any local customs or privileges to the contrary, Merchant agrees on acceptance of contract or acceptance or notice of this Bill to be bound, and that the Goods and Services as evidenced herein are subject to, all terms of the Bill including but not limited to Defences (as defined), indemnities, liberties and the law & jurisdiction provisions hereof whether appearing on the front or reverse or whether printed or stamped or otherwise incorporated herein and in the Carrier's Tariff, as if all signed by the Merchant.**Above particulars of the Goods and address details are as provided and as declared by Merchant and are stated without warranty, liability or responsibility as to correctness by Carrier. Where the Bill is non-negotiable and unless Merchant gives written notice of and Carrier has given written agreement to the contrary prior to Carrier's acceptance of the Goods, or if this is an Express Bill, then Carrier may give delivery of the Goods to the named Merchant in the Consignee's box above (subject to payment of outstanding Freight and Charges), upon reasonable proof of identity and without the surrendering of any Original Bill. Where the Bill is negotiable (To Order / of) in accordance with the terms of this Bill, one original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier (together with payment of outstanding Freight and Charges) in exchange for the Goods or a Delivery Order. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated above, all of this tenor and date, and wherever as required by this Bill one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

DATED AT GOTHENBURG ON AUG 28, 2026

BY **SHIPCO TRANSPORT**

DRAFT

1) DEFINITIONS
Bill: This Bill of Lading and terms, issued or intended to be issued by the Carrier on behalf of Merchant.
Carrier: The company stated as Carrier on the reverse of this Bill as signed by Carrier or their agents. This is not indicative of Carrier's legal capacity.
CFU: Customary Freight Unit as applied under COGSA for Goods not in packages and includes a shipping unit.
Charges: Any charges relating to or directly or indirectly connected to the Goods or Services, excluding Freight. These include but are not limited to charges that are: as provided by Carrier's tariff, dead freight, ad valorem, less than full container load service, currency adjustment factor, bunker adjustment factor, surcharges, any insurance charges; amending the Bill, handling, storage, demurrage, detention, any inspection; special freight for Services for special containers; return Freight; charges arising from sale or disposition of Goods and any other Charges or expenses whatsoever, directly or indirectly arising in relation to the Goods or Services.
COGSA: The Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936 and any amendments thereto.
Container: Any container, trailer, semi-trailer, swap body, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate or transport Goods and any connected/installed equipment thereof.
Defences: Without limitation all rights, immunities, exclusions, exemptions, monetary limitations, defences, and limitations of or exoneration from/to liability, provided by law and/or any terms of this Bill or contract which might abate, bar, defeat, exonerate or reduce any liability of Carrier. This also includes without limitation the Bill's Law & Jurisdiction clause.
Force Majeure: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent, hinder or delay them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labour of any kind; civil disturbance, riot, war (whether declared or recognised by any political authority or government or not), armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any embargoes; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibition or restriction on import or export of state or governmental action.
Freight: The ocean and land-side carriage costs booked, excluding Charges.
Goods: In whole or in part, any moveable property of whatsoever type or nature supplied by or on behalf of Merchant. Includes without limitation any Container not supplied by Carrier.
Hague Rules: Provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
Hague-Visby Rules: Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and any subsequent amendments thereto.
Livestock: Any Goods that are living creatures or organisms.
Merchant: The shipper, the consignee, the receiver of the Goods, the holder of this Bill, any Person owning or entitled to the possession of the Goods or this Bill, any Person having a present or future interest in the Goods or Bill or any Person acting on behalf of any of the foregoing Persons.
Package: For limitation purposes: (i) The Container when the Goods are shipped in a Container. (ii) Where the Container is adjudged not to be a Package for limitation, then the skid, pallet, flat or other device used to consolidate the Goods to facilitate handling and transportation, whether such units of consolidation are disclosed in any portion or column on the reverse side hereof or not. (iii) Where there are no units of consolidation, then any box, carton, drum or any other packaging preparation used to facilitate the handling and transportation of the Goods. (iv) These package definitions do not apply to Goods shipped in bulk, and they supersede any inconsistent provision which may be printed, stamped or written elsewhere in this Bill.
Person(s): In whatever capacity individually or collectively any of the following: person, individual, limited liability company, business or partnership, joint venture, association, trust, government authority, body corporate or any entity or organisation and any of the foregoing's servants and agents.
Port Area: The period whilst within the confines of a port following delivery by the inland carrier to the port but prior to loading on the Vessel and also subsequent to discharge from the Vessel but prior to delivery from the port to the inland carrier, including but not limited to carriage to or from any container yard or container freight station within the port area and whilst stored or handled at such area, yard or freight station.
Port to Port Shipment: When only the port of loading and the port of discharge are shown on the reverse hereof and the place of acceptance and the final destination are unstipulated.
Service Provider(s): Excluding Carrier but otherwise includes but is not limited to any: Person, but excluding any government authority; or carrying or non-carrying Vessel, charterers, slot charterers, operators, managers, owners; stevedores or terminals; or groupage operators, road or rail transport operators; warehousemen; or any independent contractors or bailees; all parties' servants or agents including but not limited to Carrier's servants or agents of whatever type appointed by or on behalf of Carrier to perform the Services and whether in direct contractual privity with Carrier or not.
Services: All and every services or operations of whatsoever type or for any mode, and executed in any legal capacity including but not limited to ocean and inland carriage, transport, handling, warehousing and agency services undertaken or performed by or on behalf of Carrier or Service Provider in respect of or related to the Goods or any transaction or the acceptance of Merchant's instructions in the course of business whether gratuitous or not, singly or combined.
Special Drawing Rights (SDRs): As defined by the International Monetary Fund.
Stuffed: Filled, consolidated, packed, loaded, stowed or secured.
Through Transport: Arises where the Services extend beyond a Port to Port Shipment.
Vessel: Any waterborne craft used for Services under this Bill including but not limited to ocean vessels, feeder vessels, barges and other inland water vessels, and substituted vessels, whether named in Bill or not.

2) CARRIER'S TARIFF
The provisions of Carrier's tariff are incorporated herein. A copy of the tariff is available at Carrier's website as stated on the reverse hereof or otherwise upon request and is obtainable from any regulatory body with whom the tariff has been filed. In the case of inconsistency or conflict or contradiction between this Bill and the tariff, the terms of this Bill prevail.

3) WARRANTY OF AUTHORITY
Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services and that they are jointly and severally bound by these terms.

4) NON-NEGOTIABILITY OF THE BILL
This Bill is non-negotiable, unless made out "to order" or to "Bearer" in which case it is negotiable and constitutes title to the Goods. The lawful holder of a negotiable Bill is entitled to receive or to transfer the Goods herein described. Unless the Merchant requests to the contrary and such request is agreed in writing by Carrier, if on the reverse the Bill is consigned directly to a named or nominated party or the Bill is described as "Express" then this Bill is non-negotiable and delivery may be made to the named or nominated party on reasonable proof of identity and without presentation of the Bill. Merchant agrees that such delivery shall constitute due delivery hereunder.

5) CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PARTIES
5.1 Carrier is entitled to sub-contract on any terms whatsoever the whole/part of Services to any Service Provider.
5.2 It is warranted and agreed by Merchant that: (i) the Carrier's servants or agents and all Service Providers appointed by or on behalf of Carrier for any Services, in consideration flowing from such appointment, are entitled to the benefit of all Defences and liberties hereunder: (ii) in no circumstances will any Person covered by clause 5 have any liability whatsoever or howsoever caused that is greater than that of Carrier to anyone other than Carrier.
5.3 The Defences and liberties provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tort, indemnity, contribution, or any other cause of action.

6) CARRIER'S RESPONSIBILITY
6.1 (i) Merchant warrants and agrees: that Carrier is a non-vessel owning common carrier and does not own, operate, charter or lease Vessels or other means of transport, or engage in Goods handling or storage. Carrier as agents of Merchant will at their choice & discretion procure contracts with Service Providers or where necessary, and without liability for, government authorities on Merchant's behalf for any Services. Merchant is bound by and Carrier is entitled to any Defences in any tariffs, bills of lading or contracts by which such Service Providers or authorities are engaged to perform all or part of the Services. (ii) In all cases copies of the **Service Providers'/authorities' contracts, tariffs or bills of lading are available on request.**
(iii) When Hague or Hague-Visby Rules or COGSA regimes compulsorily apply, it is confirmed that liability of Carrier for loss of or damage to the Goods under (a) COGSA, does not exceed US$500 per Package or CFU and under (b) the Hague-Visby Rules does not exceed 666.67 SDRs per Package or 2 SDRs per kilogram of gross weight of the Goods, whichever is the higher and (c) the Hague Rules as compulsorily applicable. **Outside of these regimes this Bill imposes other limits. Notwithstanding, Merchant can elect to have higher compensation by declaring the value of the Goods in accordance with clause 6.3;** (iv) **Merchant's attention is drawn to limitations and exclusions herein, in clauses (amongst others) 6,7,7.4, 8 & 10.**

6.2 Port to Port Shipments
6.2.1 US shipments: If Bill includes carriage to/from the USA, Bill is subject to COGSA, the terms of which are incorporated herein and are paramount throughout the carriage by sea and for the entire time that Goods are in the actual custody of the Carrier or the Service Provider, including before loading onto or after discharge from the Vessel, in the Port Area.
6.2.2 Non-US shipments: In so far as Bill relates to carriage that is not to or from the USA; (i) Bill is subject to any law making the provisions of the Hague Rules or the Hague-Visby Rules, if any, applicable to Bill, and (ii) in respect of the period whilst Goods are in the Port Area and where the Hague Rules or Hague-Visby Rules are not compulsorily applicable, then Merchant appoints Carrier as agent to enter into any contracts on their behalf with any Person or applicable Service Provider for any Services and on any terms whatsoever **including terms less favourable than the terms in this Bill (copies of such terms being available on request).** (iii) (a) Carrier has no liability whatsoever for loss, damage, delay, non-delivery or mis-delivery of or to the Goods howsoever caused before loading onto or after discharge from the Vessel whilst at the Port Area, unless Goods are in Carrier's actual possession. (b) In the event that clause or part of clause 6.2.2 (a) is ineffective, then clause 7.4 applies.
6.2.3 Subject to any compulsory law, Hague and Hague-Visby Rules or COGSA (as applicable) shall also extend to any lighterage services and any waterborne carriage and to any coastal traffic or inland waterways. Reference to carriage by sea in the Hague or Hague-Visby Rules, COGSA or relative national law is deemed to include inland waterways.
6.2.4 Carrier is entitled to (and nothing herein operates to deprive or limit such entitlement) the full benefit and rights to all Defences and all rights conferred by any applicable law or regulation of any country (including but not limited to any provisions of Chapter 305 of Title 46 of the United States Code and any amendments thereto) and without prejudice to the generality of the foregoing also the benefit of any law or regulation whatsoever that is available to any Service Provider, including but not limited to the London Limitation Convention 1976 or any applicable convention or law governing the rights of shipowners or charterers to limit their liability in accordance with the Vessel's tonnage or value.

6.3 Through Transport
6.3.1 Carrier's Port to Port & Port Area liability for Through Transport is as per clause 6.2.
6.3.2 If for any reason clause 6.1(i) does not apply with regard to any Services and subject to clause 8.3, Merchant nevertheless acknowledges and agrees that Carrier's liability is determined in accordance with: (i) the contracts, tariffs, or bills of lading of any responsible Service Provider (& clause 6.1(ii) applies) or (ii) for shipments to or from the United States in compliance with the liability standards and defences of COGSA, or (iii) for monetary limitations clause 7.4 herein, whichever imposes the least liability on the Carrier, and (iv) where a Service Provider's lower monetary limitation is applicable Carrier is entitled to avail itself of such lower liability and under no circumstances whatsoever shall Carrier be liable to a greater extent than it can recover from the actual Service Provider engaged to perform the Services.
6.3.3 Subject to any compulsory legislation to the contrary and without prejudice to any other provisions of this Bill, if the place where the loss or damage occurred cannot be proven then Carrier's monetary liability will be determined by clause 7.4.
6.3.4 If the place where the loss or damage occurred can be proved:
6.3.5 Subject to clause 7.6, the liability of Carrier shall be determined by the provisions contained in any International Convention or law that is compulsorily applicable.
6.3.6 If there is no International Convention or other compulsory law applying, then Carrier's liability is determined by the provisions of this Bill.
6.3.7 Notice of Opting out of Carmack Amendment/ICC Termination Act of 1995: Where Through Transport commences or terminates in the United States, should for any reason it be determined that Carmack applies to the Services or this Bill, then the following applies: (i) Carrier shall arrange transport with US land Service Providers, either as ocean carriage as defined by 49 U.S.C. Section 13506, or if not so exempt, then as "contract carriage" as defined by 49 U.S.C. 13102(4), under this Bill. (ii) Merchant expressly waives all rights and remedies it may have as to Carrier and its appointed motor or rail carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time.

7) GENERAL LIABILITY AND OTHER PROVISIONS
7.1 Where Carrier's liability arises from a cause which is only contributory, Carrier is only liable to the extent that those factors have contributed to the loss or damage.
7.2.1 Subject to any Carrier's Defences, any agreed liability shall be calculated by reference to the value of the Goods as determined by any compulsory law applying or,
7.2.2 if there is no applicable compulsory law then by the FOB/FCA value of the Goods at the place and time at which they were accepted for Carriage, or
7.3 if 7.2.1 & 7.2.2 do not apply then the value shall be calculated by reference to the wholesale value of Goods of the same kind and quality at the time and place of shipment.
7.4 MAXIMUM OF MONETARY LIABILITY: 7.4 (i) Notwithstanding any term or limitation herein to the contrary except clause 6.2.1, and subject to: any higher value declared pursuant to clause 8.3; Hague Rules, COGSA or the Hague-Visby Rules or any other mandatorily applicable; clause 7.5, 10.9 and 19.3; or should any Defences herein be held to not apply, and without prejudice to any agency status of Carrier, the Carrier's maximum liability is as per clause 7.4 (ii).
7.4 (ii) Carrier's maximum liability for loss or damage or delay or mis-delivery or any other liability whatsoever in direct or indirect connection with or howsoever arising from (including without limitation from negligence of any kind) the Goods or Services will not in any circumstances whatsoever exceed a sum of (a) US$500 per Package or CFU or (b) US$2.00 per kilo of the gross weight of the Goods affected or (c) the sum of Merchant's loss or the value of such Goods or (d) the Service Providers' monetary limits of liability, **whichever is the least.**
7.5 Carrier has no liability for correction costs for any erroneous shipment of Goods to an incorrect destination. Without prejudice to the foregoing or any other Carrier's rights and remedies, if Carrier is for some reason found liable in this respect, then any liability shall be limited to a maximum sum of US$2,500.00.
7.6 (i) Where international transport conventions or international or national law are compulsorily applicable, the Bill still applies. (ii) If any conflict exists between the Bill and such compulsory conditions the latter prevails to the extent of the conflict, but no further. (iii) The Bill applies to any silence or gaps or omissions in provisions in such compulsory conditions.
7.7 It is warranted/agreed that superheat/sust, condensation, or any mould or any like condition due to moisture is not a condition of damage but is inherent to the nature of particular Goods or transport conditions and any Carrier's or Service Provider's receipt of the Goods in apparent good order and condition is not a representation that such condition of Goods did not exist on receipt.

8) AD VALOREM, FORCE MAJEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR
8.1 Force Majeure/Other Exclusions.
8.1.1 Carrier will be relieved from its duty to perform its obligations for the Services due to any Force Majeure event.
8.1.2 Under no circumstances whatsoever will Carrier have any liability directly or indirectly caused by: (i) Force Majeure or (ii) Other Exclusions as defined in clause 8.1.3.
8.1.3 Without prejudice to any other Defences, rights or remedies available to Carrier, Other Exclusions means exclusions of liabilities or obligations that are directly or indirectly related, connected or attributable to or by: (i) any act or error or omission or instructions or advices or breach of contract or warranty howsoever, of or from Merchant, (ii) wastage in bulk or weight, (iii) delay, (iv) latent defect, (v) any loss, damage or delay arising from inherent defect or quality or vice or nature of the Goods or (vi) insufficiency of packing or insufficiency or inadequacy of marks, (vii) any abandonment by Merchant, (viii) fire unless the fire was caused by the actual fault or privity of Carrier; (ix) any damage or loss or delay whatsoever and howsoever caused whilst the Goods are in the care custody or control of any government or other authority, including but not limited to government or other authority owned transit terminals, warehousing or during inspections by such government authority; (x) any liability NOT arising from or connected to the Carrier's negligence.
8.2 Delay/consequential & direct loss exclusions.
8.2.1 Carrier does not undertake or guarantee that the Goods or any documents relating thereto shall arrive or be available at any place or stage during the Services and by way of example and not by limitation at any particular time or to meet any particular requirement of any delivery, contract, sale, seasonal or other market, license, permission, convenience or credit of Merchant, or any marketing for or use of, the Goods.
8.2.2 In no circumstances whatsoever or howsoever caused (including negligence of any kind) will Carrier have any liability directly or indirectly caused by delay.
8.2.3 All exclusions of liability under this clause 8.2.3 by way of example and not limitation, apply to any losses that are direct and which flow from the natural cause of any breach or incident and also to indirect and consequential losses. These foregoing losses and any similar or like losses arising from any circumstance whatsoever are excluded (including but not limited to losses arising from negligence of any kind) whether or not the Carrier or the Merchant had knowledge or notice that all or any of the losses might be incurred: (i) Diminishment or loss of sale ability. (ii) Loss of or determent of: profits, sales or income or savings, real or potential future business, use (including but not limited to any losses for remedy and any losses already incurred or ongoing because of such loss of use), reputation, goodwill or production or increased costs of production. (iii) Increased costs of production (iv) Without limitation any business, or factory or office or scientific or exploration activity or other work environment of any kind that suffers or is threatened by any failure, interruption, suspension or stoppage or closure, of any kind and howsoever arising. (v) Any consequential stoppage, interruption or failure of any process or operation, of any description including without limitation any IT system, programme, equipment or process. (vi) Any increase in value from actual value of Goods caused by replacement value or by betterment. (vii) Due to non-viability of repair costs. (viii) Statutory or punitive damages. (ix) Fines or penalties. (x) Any pure economic losses. (xi) Any consequential, incidental, special losses or indirect damages.
8.2.4 Without prejudice to clause 8.2.2 or any other Carrier's rights and remedies whatsoever, if Carrier is for some reason found liable for delay, any such liability whatsoever or howsoever caused including but not limited to negligence of any kind, shall be limited to the Freight charged.
8.3 Ad Valorem: declared value for increased level of liability.
8.3.1(i) Notwithstanding any other provisions of this Bill, Merchant may request and obtain an increased level of liability higher than that otherwise provided for in this Bill, only by declaring in writing the value of the Goods and paying any additional Charges. Such request must be agreed in writing by Carrier prior to rendering Services. Such agreed declared value shall be substituted for the limits of liability for loss of or damage to Goods under this Bill. (ii) This declared value is not a guarantee that the true value of the Goods at destination is less than such declared value, the lower value shall be deemed to be the declared value. 8.3.1(iii) Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
8.3.2 Merchant agrees and warrants that ad valorem arrangements herein shall only apply to liability for loss of or damage to Goods.
8.4 Notification period and time bar (limitation of actions)
8.4.1 Carrier shall be deemed to have delivered Goods in the order and condition as described in this Bill unless written notice of any discrepancy indicating the general nature of such discrepancy is given at the place of delivery or at the time of the Services to the Person having the custody of the Person taking delivery under this Bill or if the loss or damage is not apparent, within three consecutive days thereafter.
8.4.2 (i) In any event Carrier shall be discharged of all liability whatsoever and howsoever arising from or in connection with the Goods or Services, including without limitation any claims for indemnity or contribution and (ii) all rights of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) suit is brought and (b) written notice thereof be given to Carrier, within one year after delivery of the Goods or the date when the Goods should have been delivered.
8.4.3 Notwithstanding clause 8.4.2, in cases where any Carrier's or Service Providers' liability arises or is caused from or attributable to or connected to (a) any agency Services provided by the Carrier or Service Provider or (b) the Carrier's or Service Providers' acts, errors or omissions or events or circumstance that occur or manifest outside of the port to port or Port Area period of transport or handling, then 8.4.2 applies except that Clause 8.4.2 (ii)(b) is deleted and replaced with: (b.i) written notice thereof be given to Carrier, within nine months from the date of the event or occurrence alleged to give rise to a cause of action against Carrier or, (b.ii) written notice thereof be given to Carrier within any period under the application of clause 6.3, whichever is the shortest period.

9) MERCHANT'S RESPONSIBILITY
Merchant agrees and warrants that:
9.1 the information, declaration, description and particulars of Goods furnished by Merchant including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers, addressing and value, are correct and that they will inform Carrier in advance of any special conditions that may apply to the Goods or Services;
9.2 they will provide all documents, information and truthfully completed for the Services and that all Goods, documents, information and Merchant, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents or information provided by Merchant are correct, lawful or sufficient;
9.3 they will ensure that all Goods are properly prepared, packed or marked and labelled to inform the relevant parties, and in a manner to withstand the ordinary risks of the Services and the Goods having regard to their nature or the method of transport/handling and in compliance with all laws, rules, regulations and requirements (whether compulsorily applicable or not) that apply and that enhance or provide best practice for the security and safety of the Goods, Container and Services;
9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transhipment or arranging of delivery mode;
9.5 they will ensure that no Goods which are or may become dangerous, hazardous, inflammable, noxious, radioactive or damaging or which are or may become liable to damage any property or Person whatsoever shall be tendered to Carrier for Services without Carrier's consent in writing. If any such Goods are tendered without such written consent or required prior arrangements in writing/labelled as such, Carrier the Goods, whether pre-declared or not, are or are liable to become dangerous or hazardous or damaging, then no liability to Carrier will attach and the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier's right to Freight & Charges and indemnity;
9.6 they will be liable by way of example and not by limitation for any direct or indirect loss, damage, delay, contamination, soiling, pollution, detention or demurrage, of whatsoever nature to or of: (i) the environment, or any property or Goods whatsoever (including but not limited to Containers) of Carrier or of the Service Providers or of any Person, or (ii) for death or injury to any Person, caused by any act or error or omission of Merchant or any Person acting on their behalf or for which Merchant is otherwise responsible and whether such events arose or occurred before or during or after the Services;
9.7.1 it is Merchant's sole responsibility and Merchant must provide to Carrier, electronically or by any means as mutually agreed, the Verified Gross Mass (VGM) of each Container prior to the deadline stipulated by Carrier for submission (Verified Cut off time). If VGM is not provided in time by the Merchant, Carrier shall be under no obligation to commence or continue Services for that Container;
9.7.2 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and at Merchant's cost, if VGM is not so provided.

10) PROVISION AND STUFFING OF CONTAINERS
The Merchant warrants and agrees that:
10.1 without prejudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Merchant in connection with or arising from the supply or use of a Container to or from and by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during or subsequent to Services;
10.2 unless prior written agreement is given by Carrier and any additional freight has been paid or agreed to be paid, Carrier is under no obligation to provide a Container of any particular type or quality;
10.3 unless otherwise confirmed by Merchant and agreed by Carrier in writing, the Goods are not temperature sensitive and do not require any special Containers, handling, storage, stowage, care or facilities;
10.4 Goods may be Stuffed by Carrier in or on Containers and Goods may be Stuffed with other goods of whatsoever nature;
10.5 Carrier or Service Provider can palletise any un-palletised Goods, or breakdown pallets, skids or the like and any and all Goods or pallets and the like can be stacked upon unless prior to receipt of the Goods Carrier has agreed in writing with Merchant that the Goods will not be so stacked and that any Charges arising from such agreement are paid;
10.6 if a Container has been Stuffed by or on behalf of Merchant then Carrier is not liable for any loss of or damage or delay to the Goods caused by: (i) the way the Container has been Stuffed; or (ii) the unsuitability of or the defective condition of the Goods or their preparation for the Services or (iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, humidity or ventilation settings; except if the Container is supplied by or on behalf of Carrier in such Container's condition or incorrect settings were not apparent upon proven diligence and inspection by the Merchant at or prior to Stuffing, then exclusion 10.6(iii) does not apply; or (iv) Stuffing Goods that are not at the correct temperature for carriage; or (v) inadequate or absence or incorrect supply of Merchant's information or instructions;
10.7 (i) Container must be delivered to Carrier with an intact high-security seal in place and photographic evidence of the seal number will be provided to Carrier, except where Carrier has given written agreement to seal the Container. In the event the Container is not so sealed by Merchant, Carrier reserves the right to return the Container to Merchant for resealing or to affix a seal, all at Merchant's cost. (ii) Carrier has no liability for damage or loss of Goods (a) in absence of such evidence, or (b) where any loss or discrepancy to Merchant's seal is evidenced prior to or after Carrier's care, custody or control, or (c) seal is intact on delivery to consignee.
10.8 Provided due diligence is exercised by Carrier to determine that Containers provided by them are in good working order prior to release to Merchant, Carrier has no liability for any delay, loss of or damage to the Goods directly or indirectly arising from any functioning or non-functioning of the Container or the temperature variant or humidity machinery or controls, insulation, or any apparatus of the Container (including but not limited to defects, derangement, breakdown or stoppage).
10.9 (i) Notwithstanding any particulars in this Bill, Carrier does not guarantee the maintenance of the temperature or humidity within a refrigerated or special Container irrespective of whether the Container is Stuffed or the temperature is set by Merchant or Carrier. (ii) Further, Carrier has no liability whatsoever if refrigerated Goods are carried in a range of plus or minus 2.5 degrees C (or Fahrenheit equivalent) from any temperature specified on the reverse side hereof.
10.10 Carrier is only liable for loss of or damage to Merchant supplied Container if caused by Carrier's negligence. Carrier's liability in this respect is limited to the market value at the time of such loss or damage or reasonable cost of repair of the Container, subject to deductions for betterment and fair wear and tear or 2 US$ per kilo of tare weight, whichever is least.
10.11 In no circumstances whatsoever will any property in, or lien or other rights in respect of any Container supplied by or on behalf of Carrier be transferred to Merchant or any Person.
10.12 Any Container supplied by or on behalf of Carrier must be returned empty & clean and in accordance with Carrier's instructions and in the same condition as received, failing which Merchant shall pay demurrage at the applicable rate & any additional costs of whatsoever nature occasioned by or related to such failure.

11) INSPECTION OF GOODS
Carrier or any Person authorized by Carrier shall be entitled, but not obliged, to open any Container or Package at any time and to inspect the Goods and at their sole discretion take whatever action that they deem necessary in relation to the Goods or Services. If Carrier exercises such liberty or if done by order of any government or other authority at any place, Carrier will not be liable for any loss or damage or delay incurred as a result. Merchant will be responsible for all Charges resulting from such inspection.

12) MATTERS AFFECTING PERFORMANCE
12.1 If at any time the Services are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including but not limited to the Goods' condition, or late collection/delivery or abandonment or breach of clause 9, by the Merchant) whenever and howsoever arising and whether due to Force Majeure or otherwise or not whether or not the Services have commenced, Carrier may at its sole discretion and without prior notice to Merchant:
12.1.1 carry the Goods to the port of discharge or place of delivery or by an alternative route to that indicated on the reverse side hereof or that which is usual for Goods consigned to that port of discharge or place of delivery; or
12.1.2 suspend the Services (but otherwise not the contract) and store Goods ashore or afloat and endeavour to conclude delivery when reasonably possible, or
12.1.3 abandon the Services and/or reject the Goods and where reasonably possible place the Goods or any part of them at Merchant's disposal at any place that Carrier may deem safe and convenient, whereupon the responsibility and any liability of Carrier in respect of such Goods and Services shall cease.
12.2 Without prejudice to any rights or remedies available to Carrier in accordance with this clause 12, Carrier is entitled to continue the Services.
12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges arising from or connected with any liberties of clause 12 exercised by the Carrier.
12.4 Carrier's responsibility for Goods shall cease on delivery or other disposition of the Goods in accordance with orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

13) METHODS AND ROUTE OF TRANSPORTATION
13.1 Carrier may at any time and without notice to Merchant and notwithstanding any named ports or routes on the reverse side hereof:
13.1.1 use any means or modes of transport or storage whatsoever;
13.1.2 load or carry the Goods on any Vessel whether named on the reverse hereof or not, or by any other means of transport whatsoever;
13.1.3 transfer at any stopping place the Goods from or to a conveyance or Container for transhipping/transloading; or load, unload or store the Goods at any place or port or forward the same in any manner whatsoever, whether scheduled or not;
13.1.4 proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest or most direct or customary or scheduled route and proceed to or stay at any place whatsoever and whenever in any order;
13.1.5 comply with any orders, directions, or recommendations given by or from (i) any Person acting or purporting to act as or on behalf of a government or authority or having such authority; or (ii) Service Providers' or Persons', contractual authority;
13.1.6 proceed with or without pilots, to tow or be towed or to be dry-docked;
13.1.7 carry Livestock, explosives, munitions, dangerous or hazardous Goods or lawful Goods of any and all kinds.
13.2 (i) The liberties set out in 13.1 may be invoked by Carrier for any purposes whatsoever and whether or not connected with the Services. (ii) Anything done in accordance with 13.1 or any delay arising therefrom shall be deemed to be within the contractual carriage/Services and Merchant agrees and warrants that such liberties shall not be a deviation of whatsoever nature or degree and Carrier shall be entitled to full Charges and Freight incurred therefrom and to all Defences.

14) MERCHANT INDEMNITY
Without limiting Merchant's other indemnity obligations herein, Merchant agrees to fully indemnify and hold harmless Carrier against all claims or liabilities or damages or costs or expenses or duties, taxes or fines or penalties or imposts and any demands or charges or fees (including but not limited to attorneys' fees) or expenses, of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

15) DECK CARGO AND LIVESTOCK
15.1 Goods, containerised or not, may be carried on or under deck without notice to Merchant and Carrier will not be required to note on the Bill any statement of on-deck carriage. Merchant agrees and warrants that notwithstanding any liberties of clause 12 exercised by the Carrier, Carrier shall not be liable for any loss or damage of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

16) NOTIFICATION AND DELIVERY CLAUSE
16.1 Any mention in this Bill of parties to be notified of arrival of Goods is solely for information purposes. Carrier has no liability whatsoever for any failure to provide such notification and such failure shall not relieve Merchant of any obligations hereunder.
16.2 Merchant shall ensure that they take immediate delivery of Goods (i) as notified to the Merchant by the Carrier or (ii) in the absence of such notice on Vessel's discharge or at delivery point shown on reverse hereof.
16.3 If Merchant fails to take delivery of Goods in accordance with clause 16.2 Carrier may without notice remove the Goods from the Container and store the Goods ashore, afloat, in the open or under cover, at the sole risk and expense of Merchant. Such storage constitutes due delivery hereunder and thereupon all liability and responsibility whatsoever of Carrier ceases.
16.4 Merchant's attention is drawn to the expiry of free storage time and Merchant's liability for demurrage costs contained in Carrier's tariff and herein.
16.5 Once the time has expired, the Goods may be stored at the sole risk and expense (including but not limited to demurrage and storage) of Merchant. However, if Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur Charges in excess of their value, Carrier may without notice to Merchant and without prejudice to any other rights or remedies, publicly or privately sell or dispose of the Goods and apply the proceeds to the Freight and any Charges.

17) BOTH-TO-BLAME COLLISION
17.1 If the Vessel comes into collision with another ship due to the negligence of the other ship and any act or neglect of the Carrier in the navigation or management of the Vessel, and Merchant receives compensation or damages paid or payable by the other non-carrying ship for any loss, damage or any claim whatsoever for the Goods or Services, the Merchant shall indemnify & hold harmless Carrier for any such compensation/damages to the extent the non-carrying ship seeks to set off, recoup or recover this from the Vessel or Carrier.
17.2 The provisions of 17.1 will 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 objects, are at fault in respect of a collision or contact.

18) GENERAL AVERAGE
18.1 Carrier may declare General Average (GA) at any place and GA is adjustable according to the current version of York-Antwerp Rules or as stated in the Service Provider's terms and conditions, at the option of Carrier. Merchant agrees to pay any GA and warrants that they shall provide any GA security as required by Carrier and shall jointly and severally contribute with the Service Provider in GA to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and any other charges incurred in respect of the Goods.
18.1 If a salvage ship is owned or operated by Carrier or Service Provider, salvage shall be paid as if the said salving ship or ships belonged to strangers. Such deposit as Carrier or Service Provider may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be paid by Merchant to Carrier before delivery.
18.3 Merchant and the Goods must contribute to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods in the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise.
18.4 Carrier is not obliged to commence or continue any obligation to take any steps whatsoever to collect security for GA or salvage contributions due from Merchant.

19) FREIGHT AND CHARGES
19.1 Freight & Charges are irrevocably earned, and fully payable by Merchant and non-returnable in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or delayed.
19.2 Freight & Charges are calculated from particulars furnished by Merchant. Carrier is entitled to production of the commercial invoice and packing list for the Goods or true copies thereof and to inspect, reweigh, remeasure and revalue the Goods. If the particulars are incorrect, Merchant shall pay Carrier the correct Freight & Charges (credit given for the Freight & Charges charged) and any costs incurred in establishing the correct particulars.
19.3 Irrespective of what is used to calculate any Freight or Charges, any Freight or Charges are to be considered for Carrier's liability purposes as "lump sum".
19.4 All Freight & Charges must be paid without any set off, counterclaim, or deduction.
19.5 When requested by any Person by Merchant in respect of any applicable Freight due to Carrier, such Person shall be considered the exclusive agent of Merchant for all purposes and any payment to such Person shall not be considered payment to Carrier. Failure of such Person to promptly pay any part of the Freight or Charges to Carrier shall be considered a default by Merchant in the payment of the Freight or Charges.
19.6 Should the Merchant fail to make timely payment of any Freight or Charges, Merchant shall be liable to Carrier for all costs and expenses of recovery of such sums from Merchant plus attorneys' fees, plus the higher of 6% interest or the available commercial interest rate in the country of recovery calculated from the due date of such sums.

20) LIEN
Carrier shall have a particular and general lien on any documents or Goods for all and any unpaid past or present sums whatsoever that are payable by Merchant to the Carrier in accordance with Services and for GA and salvage contributions to whomsoever due. Carrier can at their option hold Goods or sell the Goods at public or private sale without notice to Merchant to satisfy the lien in whole or in part. If the proceeds of sale are less than the costs and expenses including without limitation attorneys' fees fall to cover the amount due, then Carrier is entitled to recover any deficit from Merchant.

21) VARIATION OF THE CONTRACT
No amendment or waiver of or departure from any provision of this Bill shall be valid against Carrier unless such waiver or variation or departure is specifically authorised in writing by a director or officer of Carrier with actual authority to do so. Such waivers or consents by Carrier are not continuous and shall only be effective in the specific instances and purposes for which they are given.

22) PARTIAL INVALIDITY
If any provision of this Bill, in whole or in part, is held to be unenforceable by any court or Person so empowered, such unenforceability will attach only to such provision or part. Such holding will not aff

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Draft

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SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)	BOOKING NO.	BILL OF LADING NO.
JAS WORLDWIDE SWEDEN AB EORI+SE5563827327 TORGNY SEGERSTEDTSGATAN 80 PO BOX 1037 GOTHENBURG O 405 22 SWEDEN	27749085	27749085
	EXPORT REFERENCES C6904140626	

CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)	FORWARDING AGENT, F.M.C. NO
JAS FORWARDING DE MEXICO SA DE CV AS AGENT FOR BLUE WORLD LINE AVENIDA EJERCITO NACIONAL 453 PISO 8, GRANADA MEXICO CITY CDM 11520	JAS WORLDWIDE SWEDEN AB BOX 1037 GOTEBORG 405 22 SE-SWEDEN 031-857900 426127
	POINT AND COUNTRY OF ORIGIN OF GOODS

NOTIFY PARTY (COMPLETE NAME AND ADDRESS)	FOR DELIVERY PLEASE APPLY TO
SAME AS CONSIGNEE RFC+JFM980721IG5 EMAIL:???	INTERTEAM SA DE CV SERVICIOS INTERN. DE COMERCIO COLIMA 114 DESP 201 COL ROMA C.P. MEXICO D.F. 06700 PHONE: 00525555149897

PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSSHIPMENT PORT
	GOTHENBURG	

EXPORT CARRIER (VESSEL/VOY/FLAG)	PORT OF LOADING	LOADING PIER/TERMINAL
ADAMS TBA	BREMERHAVEN	CFS / CFS 2608323039

PORT OF DISCHARGE	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS
ALTAMIRA	ALTAMIRA	0/EXPRESS

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
FLEXTRONICS	8	PALLETS S.T.C. PANELS H.S CODE: 730890 NAC: LOCAL FREIGHT PREPAID	952.397 Lbs 432.000 Kgs	34.750 Cbf 0.984 Cbm
Container: AAAA666666/AAAA666666 Size/Type: 53' Trailer		Page 1 of 1	Total: 952.397 Lbs 432.000 Kgs	34.750 Cbf 0.984 Cbm

For notification purpose only

SHIPPERS DECLARED VALUE $
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 (3) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID		COLLECT
OCEAN FREIGHT	WM	74.00	USD	72.82	
EMERGENCY BUNKER	WM	12.00	USD	11.81	
EMISSION TRADING SYSTEM SURCHARGE	WM	4.00	USD	3.94	
DOCUMENTATION	LS	120.00	SEK	120.00	
TERMINAL HANDLING CHARGE	MIN	245.00	SEK	245.00	
AES FILING FEE	LS	150.00	SEK	150.00	
SOLAS ADMIN FEE	LS	10.00	EUR	10.00	
AMS FILING FEE	LS	30.00	USD	30.00	
		TOTAL	EUR	10.00	TOTAL
			SEK	515.00	
			USD	118.57	

RECEIVED by Carrier, so far as can be reasonably ascertained, in external apparent good order and condition (unless otherwise stated herein) the Goods as specified above for carriage from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable.**Notwithstanding any local customs or privileges to the contrary, Merchant agrees on acceptance of contract or acceptance or notice of this Bill to be bound, and that the Goods and Services as evidenced herein are subject to, all terms of the Bill including but not limited to Defences (as defined), indemnities, liberties and the law & jurisdiction provisions hereof whether appearing on the front or reverse or whether printed or stamped or otherwise incorporated herein and in the Carrier's Tariff, as if all signed by the Merchant.**Above particulars of the Goods and address details are as provided and as declared by Merchant and are stated without warranty, liability or responsibility as to correctness by Carrier. Where the Bill is non-negotiable and unless Merchant gives written notice of and Carrier has given written agreement to the contrary prior to Carrier's acceptance of the Goods, or if this is an Express Bill, then Carrier may give delivery of the Goods to the named Merchant in the Consignee's box above (subject to payment of outstanding Freight and Charges), upon reasonable proof of identity and without the surrendering of any Original Bill. Where the Bill is negotiable (To Order / of) in accordance with the terms of this Bill, one original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier (together with payment of outstanding Freight and Charges) in exchange for the Goods or a Delivery Order. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated above, all of this tenor and date, and wherever as required by this Bill one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

DATED AT GOTHENBURG ON AUG 28, 2026

BY **SHIPCO TRANSPORT**

DRAFT

1) DEFINITIONS
Bill: This Bill of Lading and terms, issued or intended to be issued by the Carrier on behalf of Merchant.
Carrier: The company stated as Carrier on the reverse of this Bill as signed by Carrier or their agents. This is not indicative of Carrier's legal capacity.
CFU: Customary Freight Unit as applied under COGSA for Goods not in packages and includes a shipping unit.
Charges: Any charges relating to or directly or indirectly connected to the Goods or Services, excluding Freight. These include but are not limited to charges that are: as provided by Carrier's tariff, dead freight, ad valorem, less than full container load service, currency adjustment factor, bunker adjustment factor, surcharges, any insurance charges; amending the Bill, handling, storage, demurrage, detention, any inspection; special freight for Services for special containers; return Freight; charges arising from sale or disposition of Goods and any other Charges or expenses whatsoever, directly or indirectly arising in relation to the Goods or Services.
COGSA: The Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936 and any amendments thereto.
Container: Any container, trailer, semi-trailer, swap body, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate or transport Goods and any connected/installed equipment thereof.
Defences: Without limitation all rights, immunities, exclusions, exemptions, monetary limitations, defences, and limitations of or exoneration from/to liability, provided by law and/or any terms of this Bill or contract which might abate, bar, defeat, exonerate or reduce any liability of Carrier. This also includes without limitation the Bill's Law & Jurisdiction clause.
Force Majeure: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent, hinder or delay them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labour of any kind; civil disturbance, riot, war (whether declared or recognised by any political authority or government or not), armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any embargoes; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibition or restriction on import or export of state or governmental action.
Freight: The ocean and land-side carriage costs booked, excluding Charges.
Goods: In whole or in part, any moveable property of whatsoever type or nature supplied by or on behalf of Merchant. Includes without limitation any Container not supplied by Carrier.
Hague Rules: Provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
Hague-Visby Rules: Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and any subsequent amendments thereto.
Livestock: Any Goods that are living creatures or organisms.
Merchant: The shipper, the consignee, the receiver of the Goods, the holder of this Bill, any Person owning or entitled to the possession of the Goods or this Bill, any Person having a present or future interest in the Goods or Bill or any Person acting on behalf of any of the foregoing Persons.
Package: For limitation purposes: (i) The Container when the Goods are shipped in a Container. (ii) Where the Container is adjudged not to be a Package for limitation, then the skid, pallet, flat or other device used to consolidate the Goods to facilitate handling and transportation, whether such units of consolidation are disclosed in any portion or column on the reverse side hereof or not. (iii) Where there are no units of consolidation, then any box, carton, drum or any other packaging preparation used to facilitate the handling and transportation of the Goods. (iv) These package definitions do not apply to Goods shipped in bulk, and they supersede any inconsistent provision which may be printed, stamped or written elsewhere in this Bill.
Person(s): In whatever capacity individually or collectively any of the following: person, individual, limited liability company, business or partnership, joint venture, association, trust, government authority, body corporate or any entity or organisation and any of the foregoing's servants and agents.
Port Area: The period whilst within the confines of a port following delivery by the inland carrier to the port but prior to loading on the Vessel and also subsequent to discharge from the Vessel but prior to delivery from the port to the inland carrier, including but not limited to carriage to or from any container yard or container freight station within the port area and whilst stored or handled at such area, yard or freight station.
Port to Port Shipment: When only the port of loading and the port of discharge are shown on the reverse hereof and the place of acceptance and the final destination are unstipulated.
Service Provider(s): Excluding Carrier but otherwise includes but is not limited to any: Person, but excluding any government authority; or carrying or non-carrying Vessel, charterers, slot charterers, operators, managers, owners; stevedores or terminals; or groupage operators, road or rail transport operators; warehousemen; or any independent contractors or bailees; all parties' servants or agents including but not limited to Carrier's servants or agents of whatever type appointed by or on behalf of Carrier to perform the Services and whether in direct contractual privity with Carrier or not.
Services: All and every services or operations of whatsoever type or for any mode, and executed in any legal capacity including but not limited to ocean and inland carriage, transport, handling, warehousing and agency services undertaken or performed by or on behalf of Carrier or Service Provider in respect of or related to the Goods or any transaction or the acceptance of Merchant's instructions in the course of business whether gratuitous or not, singly or combined.
Special Drawing Rights (SDRs): As defined by the International Monetary Fund.
Stuffed: Filled, consolidated, packed, loaded, stowed or secured.
Through Transport: Arises where the Services extend beyond a Port to Port Shipment.
Vessel: Any waterborne craft used for Services under this Bill including but not limited to ocean vessels, feeder vessels, barges and other inland water vessels, and substituted vessels, whether named in Bill or not.

2) CARRIER'S TARIFF
The provisions of Carrier's tariff are incorporated herein. A copy of the tariff is available at Carrier's website as stated on the reverse hereof or otherwise upon request and is obtainable from any regulatory body with whom the tariff has been filed. In the case of inconsistency or conflict or contradiction between this Bill and the tariff, the terms of this Bill prevail.

3) WARRANTY OF AUTHORITY
Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services and that they are jointly and severally bound by these terms.

4) NON-NEGOTIABILITY OF THE BILL
This Bill is non-negotiable, unless made out "to order" or to "Bearer" in which case it is negotiable and constitutes title to the Goods. The lawful holder of a negotiable Bill is entitled to receive or to transfer the Goods herein described. Unless the Merchant requests to the contrary and such request is agreed in writing by Carrier, if on the reverse the Bill is consigned directly to a named or nominated party or the Bill is described as "Express" then this Bill is non-negotiable and delivery may be made to the named or nominated party on reasonable proof of identity and without presentation of the Bill. Merchant agrees that such delivery shall constitute due delivery hereunder.

5) CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PARTIES
5.1 Carrier is entitled to sub-contract on any terms whatsoever the whole/part of Services to any Service Provider.
5.2 It is warranted and agreed by Merchant that: (i) the Carrier's servants or agents and all Service Providers appointed by or on behalf of Carrier for any Services, in consideration flowing from such appointment, are entitled to the benefit of all Defences and liberties hereunder: (ii) in no circumstances will any Person covered by clause 5 have any liability whatsoever or howsoever caused that is greater than that of Carrier to anyone other than Carrier.
5.3 The Defences and liberties provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tort, indemnity, contribution, or any other cause of action.

6) CARRIER'S RESPONSIBILITY
6.1 (i) Merchant warrants and agrees: that Carrier is a non-vessel owning common carrier and does not own, operate, charter or lease Vessels or other means of transport, or engage in Goods handling or storage. Carrier as agents of Merchant will at their choice & discretion procure contracts with Service Providers or where necessary, and without liability for, government authorities on Merchant's behalf for any Services. Merchant is bound by and Carrier is entitled to any Defences in any tariffs, bills of lading or contracts by which such Service Providers or authorities are engaged to perform all or part of the Services. (ii) In all cases copies of the **Service Providers'/authorities' contracts, tariffs or bills of lading are available on request.**
(iii) When Hague or Hague-Visby Rules or COGSA regimes compulsorily apply, it is confirmed that liability of Carrier for loss of or damage to the Goods under (a) COGSA, does not exceed US$500 per Package or CFU and under (b) the Hague-Visby Rules does not exceed 666.67 SDRs per Package or 2 SDRs per kilogram of gross weight of the Goods, whichever is the higher and (c) the Hague Rules as compulsorily applicable. **Outside of these regimes this Bill imposes other limits. Notwithstanding, Merchant can elect to have higher compensation by declaring the value of the Goods in accordance with clause 6.3;** (iv) **Merchant's attention is drawn to limitations and exclusions herein, in clauses (amongst others) 6,7,7.4, 8 & 10.**

6.2 Port to Port Shipments
6.2.1 US shipments: If Bill includes carriage to/from the USA, Bill is subject to COGSA, the terms of which are incorporated herein and are paramount throughout the carriage by sea and for the entire time that Goods are in the actual custody of the Carrier or the Service Provider, including before loading onto or after discharge from the Vessel, in the Port Area.
6.2.2 Non-US shipments: In so far as Bill relates to carriage that is not to or from the USA; (i) Bill is subject to any law making the provisions of the Hague Rules or the Hague-Visby Rules, if any, applicable to Bill, and (ii) in respect of the period whilst Goods are in the Port Area and where the Hague Rules or Hague-Visby Rules are not compulsorily applicable, then Merchant appoints Carrier as agent to enter into any contracts on their behalf with any Person or applicable Service Provider for any Services and on any terms whatsoever **including terms less favourable than the terms in this Bill (copies of such terms being available on request).** (iii) (a) Carrier has no liability whatsoever for loss, damage, delay, non-delivery or mis-delivery of or to the Goods howsoever caused before loading onto or after discharge from the Vessel whilst at the Port Area, unless Goods are in Carrier's actual possession. (b) In the event that clause or part of clause 6.2.2 (a) is ineffective, then clause 7.4 applies.
6.2.3 Subject to any compulsory law, Hague and Hague-Visby Rules or COGSA (as applicable) shall also extend to any lighterage services and any waterborne carriage and to any coastal traffic or inland waterways. Reference to carriage by sea in the Hague or Hague-Visby Rules, COGSA or relative national law is deemed to include inland waterways.
6.2.4 Carrier is entitled to (and nothing herein operates to deprive or limit such entitlement) the full benefit and rights to all Defences and all rights conferred by any applicable law or regulation of any country (including but not limited to any provisions of Chapter 305 of Title 46 of the United States Code and any amendments thereto) and without prejudice to the generality of the foregoing also the benefit of any law or regulation whatsoever that is available to any Service Provider, including but not limited to the London Limitation Convention 1976 or any applicable convention or law governing the rights of shipowners or charterers to limit their liability in accordance with the Vessel's tonnage or value.

6.3 Through Transport
6.3.1 Carrier's Port to Port & Port Area liability for Through Transport is as per clause 6.2.
6.3.2 If for any reason clause 6.1(i) does not apply with regard to any Services and subject to clause 8.3, Merchant nevertheless acknowledges and agrees that Carrier's liability is determined in accordance with: (i) the contracts, tariffs, or bills of lading of any responsible Service Provider (& clause 6.1(ii) applies) or (ii) for shipments to or from the United States in compliance with the liability standards and defences of COGSA, or (iii) for monetary limitations clause 7.4 herein, whichever imposes the least liability on the Carrier, and (iv) where a Service Provider's lower monetary limitation is applicable Carrier is entitled to avail itself of such lower liability and under no circumstances whatsoever shall Carrier be liable to a greater extent than it can recover from the actual Service Provider engaged to perform the Services.
6.3.3 Subject to any compulsory legislation to the contrary and without prejudice to any other provisions of this Bill, if the place where the loss or damage occurred cannot be proven then Carrier's monetary liability will be determined by clause 7.4.
6.3.4 If the place where the loss or damage occurred can be proved:
6.3.5 Subject to clause 7.6, the liability of Carrier shall be determined by the provisions contained in any International Convention or law that is compulsorily applicable.
6.3.6 If there is no International Convention or other compulsory law applying, then Carrier's liability is determined by the provisions of this Bill.
6.3.7 Notice of Opting out of Carmack Amendment/ICC Termination Act of 1995: Where Through Transport commences or terminates in the United States, should for any reason it be determined that Carmack applies to the Services or this Bill, then the following applies: (i) Carrier shall arrange transport with US land Service Providers, either as ocean carriage as defined by 49 U.S.C. Section 13506, or if not so exempt, then as "contract carriage" as defined by 49 U.S.C. 13102(4), under this Bill. (ii) Merchant expressly waives all rights and remedies it may have as to Carrier and its appointed motor or rail carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time.

7) GENERAL LIABILITY AND OTHER PROVISIONS
7.1 Where Carrier's liability arises from a cause which is only contributory, Carrier is only liable to the extent that those factors have contributed to the loss or damage.
7.2.1 Subject to any Carrier's Defences, any agreed liability shall be calculated by reference to the value of the Goods as determined by any compulsory law applying or,
7.2.2 if there is no applicable compulsory law then by the FOB/FCA value of the Goods at the place and time at which they were accepted for Carriage, or
7.3 if 7.2.1 & 7.2.2 do not apply then the value shall be calculated by reference to the wholesale value of Goods of the same kind and quality at the time and place of shipment.
7.4 MAXIMUM OF MONETARY LIABILITY: 7.4 (i) Notwithstanding any term or limitation herein to the contrary except clause 6.2.1, and subject to: any higher value declared pursuant to clause 8.3; Hague Rules, COGSA or the Hague-Visby Rules or any other mandatorily applicable; clause 7.5, 10.9 and 19.3; or should any Defences herein be held to not apply, and without prejudice to any agency status of Carrier, the Carrier's maximum liability is as per clause 7.4 (ii).
7.4 (ii) Carrier's maximum liability for loss or damage or delay or mis-delivery or any other liability whatsoever in direct or indirect connection with or howsoever arising from (including without limitation from negligence of any kind) the Goods or Services will not in any circumstances whatsoever exceed a sum of (a) US$500 per Package or CFU or (b) US$2.00 per kilo of the gross weight of the Goods affected or (c) the sum of Merchant's loss or the value of such Goods or (d) the Service Providers' monetary limits of liability, **whichever is the least.**
7.5 Carrier has no liability for correction costs for any erroneous shipment of Goods to an incorrect destination. Without prejudice to the foregoing or any other Carrier's rights and remedies, if Carrier is for some reason found liable in this respect, then any liability shall be limited to a maximum sum of US$2,500.00.
7.6 (i) Where international transport conventions or international or national law are compulsorily applicable, the Bill still applies. (ii) If any conflict exists between the Bill and such compulsory conditions the latter prevails to the extent of the conflict, but no further. (iii) The Bill applies to any silence or gaps or omissions in provisions in such compulsory conditions.
7.7 It is warranted/agreed that superheat/sust, condensation, or any mould or any like condition due to moisture is not a condition of damage but is inherent to the nature of particular Goods or transport conditions and any Carrier's or Service Provider's receipt of the Goods in apparent good order and condition is not a representation that such condition of Goods did not exist on receipt.

8) AD VALOREM, FORCE MAJEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR
8.1 Force Majeure/Other Exclusions.
8.1.1 Carrier will be relieved from its duty to perform its obligations for the Services due to any Force Majeure event.
8.1.2 Under no circumstances whatsoever will Carrier have any liability directly or indirectly caused by: (i) Force Majeure or (ii) Other Exclusions as defined in clause 8.1.3.
8.1.3 Without prejudice to any other Defences, rights or remedies available to Carrier, Other Exclusions means exclusions of liabilities or obligations that are directly or indirectly related, connected or attributable to or by: (i) any act or error or omission or instructions or advices or breach of contract or warranty howsoever, of or from Merchant, (ii) wastage in bulk or weight, (iii) delay, (iv) latent defect, (v) any loss, damage or delay arising from inherent defect or quality or vice or nature of the Goods or (vi) insufficiency of packing or insufficiency or inadequacy of marks, (vii) any abandonment by Merchant, (viii) fire unless the fire was caused by the actual fault or privity of Carrier; (ix) any damage or loss or delay whatsoever and howsoever caused whilst the Goods are in the care custody or control of any government or other authority, including but not limited to government or other authority owned transit terminals, warehousing or during inspections by such government authority; (x) any liability NOT arising from or connected to the Carrier's negligence.
8.2 Delay/consequential & direct loss exclusions.
8.2.1 Carrier does not undertake or guarantee that the Goods or any documents relating thereto shall arrive or be available at any place or stage during the Services and by way of example and not by limitation at any particular time or to meet any particular requirement of any delivery, contract, sale, seasonal or other market, license, permission, convenience or credit of Merchant, or any marketing for or use of, the Goods.
8.2.2 In no circumstances whatsoever or howsoever caused (including negligence of any kind) will Carrier have any liability directly or indirectly caused by delay.
8.2.3 All exclusions of liability under this clause 8.2.3 by way of example and not limitation, apply to any losses that are direct and which flow from the natural cause of any breach or incident and also to indirect and consequential losses. These foregoing losses and any similar or like losses arising from any circumstance whatsoever are excluded (including but not limited to losses arising from negligence of any kind) whether or not the Carrier or the Merchant had knowledge or notice that all or any of the losses might be incurred: (i) Diminishment or loss of sale ability. (ii) Loss of or determent of: profits, sales or income or savings, real or potential future business, use (including but not limited to any losses for remedy and any losses already incurred or ongoing because of such loss of use), reputation, goodwill or production or increased costs of production. (iii) Increased costs of production (iv) Without limitation any business, or factory or office or scientific or exploration activity or other work environment of any kind that suffers or is threatened by any failure, interruption, suspension or stoppage or closure, of any kind and howsoever arising. (v) Any consequential stoppage, interruption or failure of any process or operation, of any description including without limitation any IT system, programme, equipment or process. (vi) Any increase in value from actual value of Goods caused by replacement value or by betterment. (vii) Due to non-viability of repair costs. (viii) Statutory or punitive damages. (ix) Fines or penalties. (x) Any pure economic losses. (xi) Any consequential, incidental, special losses or indirect damages.
8.2.4 Without prejudice to clause 8.2.2 or any other Carrier's rights and remedies whatsoever, if Carrier is for some reason found liable for delay, any such liability whatsoever or howsoever caused including but not limited to negligence of any kind, shall be limited to the Freight charged.
8.3 Ad Valorem: declared value for increased level of liability.
8.3.1(i) Notwithstanding any other provisions of this Bill, Merchant may request and obtain an increased level of liability higher than that otherwise provided for in this Bill, only by declaring in writing the value of the Goods and paying any additional Charges. Such request must be agreed in writing by Carrier prior to rendering Services. Such agreed declared value shall be substituted for the limits of liability for loss of or damage to Goods under this Bill. (ii) This declared value is not a guarantee that the true value of the Goods at destination is less than such declared value, the lower value shall be deemed to be the declared value. 8.3.1(iii) Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
8.3.2 Merchant agrees and warrants that ad valorem arrangements herein shall only apply to liability for loss of or damage to Goods.
8.4 Notification period and time bar (limitation of actions)
8.4.1 Carrier shall be deemed to have delivered Goods in the order and condition as described in this Bill unless written notice of any discrepancy indicating the general nature of such discrepancy is given at the place of delivery or at the time of the Services to the Person having the custody of the Person taking delivery under this Bill or if the loss or damage is not apparent, within three consecutive days thereafter.
8.4.2 (i) In any event Carrier shall be discharged of all liability whatsoever and howsoever arising from or in connection with the Goods or Services, including without limitation any claims for indemnity or contribution and (ii) all rights of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) suit is brought and (b) written notice thereof be given to Carrier, within one year after delivery of the Goods or the date when the Goods should have been delivered.
8.4.3 Notwithstanding clause 8.4.2, in cases where any Carrier's or Service Providers' liability arises or is caused from or attributable to or connected to (a) any agency Services provided by the Carrier or Service Provider or (b) the Carrier's or Service Providers' acts, errors or omissions or events or circumstance that occur or manifest outside of the port to port or Port Area period of transport or handling, then 8.4.2 applies except that Clause 8.4.2 (ii)(b) is deleted and replaced with: (b.i) written notice thereof be given to Carrier, within nine months from the date of the event or occurrence alleged to give rise to a cause of action against Carrier or, (b.ii) written notice thereof be given to Carrier within any period under the application of clause 6.3, whichever is the shortest period.

9) MERCHANT'S RESPONSIBILITY
Merchant agrees and warrants that:
9.1 the information, declaration, description and particulars of Goods furnished by Merchant including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers, addressing and value, are correct and that they will inform Carrier in advance of any special conditions that may apply to the Goods or Services;
9.2 they will provide all documents, information and truthfully completed for the Services and that all Goods, documents, information and Merchant, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents or information provided by Merchant are correct, lawful or sufficient;
9.3 they will ensure that all Goods are properly prepared, packed or marked and labelled to inform the relevant parties, and in a manner to withstand the ordinary risks of the Services and the Goods having regard to their nature or the method of transport/handling and in compliance with all laws, rules, regulations and requirements (whether compulsorily applicable or not) that apply and that enhance or provide best practice for the security and safety of the Goods, Container and Services;
9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transhipment or arranging of delivery mode;
9.5 they will ensure that no Goods which are or may become dangerous, hazardous, inflammable, noxious, radioactive or damaging or which are or may become liable to damage any property or Person whatsoever shall be tendered to Carrier for Services without Carrier's consent in writing. If any such Goods are tendered without such written consent or required prior arrangements in writing/labelled as such, Carrier the Goods, whether pre-declared or not, are or are liable to become dangerous or hazardous or damaging, then no liability to Carrier will attach and the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier's right to Freight & Charges and indemnity;
9.6 they will be liable by way of example and not by limitation for any direct or indirect loss, damage, delay, contamination, soiling, pollution, detention or demurrage, of whatsoever nature to or of: (i) the environment, or any property or Goods whatsoever (including but not limited to Containers) of Carrier or of the Service Providers or of any Person, or (ii) for death or injury to any Person, caused by any act or error or omission of Merchant or any Person acting on their behalf or for which Merchant is otherwise responsible and whether such events arose or occurred before or during or after the Services;
9.7.1 it is Merchant's sole responsibility and Merchant must provide to Carrier, electronically or by any means as mutually agreed, the Verified Gross Mass (VGM) of each Container prior to the deadline stipulated by Carrier for submission (Verified Cut off time). If VGM is not provided in time by the Merchant, Carrier shall be under no obligation to commence or continue Services for that Container;
9.7.2 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and at Merchant's cost, if VGM is not so provided.

10) PROVISION AND STUFFING OF CONTAINERS
The Merchant warrants and agrees that:
10.1 without prejudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Merchant in connection with or arising from the supply or use of a Container to or from and by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during or subsequent to Services;
10.2 unless prior written agreement is given by Carrier and any additional freight has been paid or agreed to be paid, Carrier is under no obligation to provide a Container of any particular type or quality;
10.3 unless otherwise confirmed by Merchant and agreed by Carrier in writing, the Goods are not temperature sensitive and do not require any special Containers, handling, storage, stowage, care or facilities;
10.4 Goods may be Stuffed by Carrier in or on Containers and Goods may be Stuffed with other goods of whatsoever nature;
10.5 Carrier or Service Provider can palletise any un-palletised Goods, or breakdown pallets, skids or the like and any and all Goods or pallets and the like can be stacked upon unless prior to receipt of the Goods Carrier has agreed in writing with Merchant that the Goods will not be so stacked and that any Charges arising from such agreement are paid;
10.6 if a Container has been Stuffed by or on behalf of Merchant then Carrier is not liable for any loss of or damage or delay to the Goods caused by: (i) the way the Container has been Stuffed; or (ii) the unsuitability of or the defective condition of the Goods or their preparation for the Services or (iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, humidity or ventilation settings; except if the Container is supplied by or on behalf of Carrier in such Container's condition or incorrect settings were not apparent upon proven diligence and inspection by the Merchant at or prior to Stuffing, then exclusion 10.6(iii) does not apply; or (iv) Stuffing Goods that are not at the correct temperature for carriage; or (v) inadequate or absence or incorrect supply of Merchant's information or instructions;
10.7 (i) Container must be delivered to Carrier with an intact high-security seal in place and photographic evidence of the seal number will be provided to Carrier, except where Carrier has given written agreement to seal the Container. In the event the Container is not so sealed by Merchant, Carrier reserves the right to return the Container to Merchant for resealing or to affix a seal, all at Merchant's cost. (ii) Carrier has no liability for damage or loss of Goods (a) in absence of such evidence, or (b) where any loss or discrepancy to Merchant's seal is evidenced prior to or after Carrier's care, custody or control, or (c) seal is intact on delivery to consignee.
10.8 Provided due diligence is exercised by Carrier to determine that Containers provided by them are in good working order prior to release to Merchant, Carrier has no liability for any delay, loss of or damage to the Goods directly or indirectly arising from any functioning or non-functioning of the Container or the temperature variant or humidity machinery or controls, insulation, or any apparatus of the Container (including but not limited to defects, derangement, breakdown or stoppage).
10.9 (i) Notwithstanding any particulars in this Bill, Carrier does not guarantee the maintenance of the temperature or humidity within a refrigerated or special Container irrespective of whether the Container is Stuffed or the temperature is set by Merchant or Carrier. (ii) Further, Carrier has no liability whatsoever if refrigerated Goods are carried in a range of plus or minus 2.5 degrees C (or Fahrenheit equivalent) from any temperature specified on the reverse side hereof.
10.10 Carrier is only liable for loss of or damage to Merchant supplied Container if caused by Carrier's negligence. Carrier's liability in this respect is limited to the market value at the time of such loss or damage or reasonable cost of repair of the Container, subject to deductions for betterment and fair wear and tear or 2 US$ per kilo of tare weight, whichever is least.
10.11 In no circumstances whatsoever will any property in, or lien or other rights in respect of any Container supplied by or on behalf of Carrier be transferred to Merchant or any Person.
10.12 Any Container supplied by or on behalf of Carrier must be returned empty & clean and in accordance with Carrier's instructions and in the same condition as received, failing which Merchant shall pay demurrage at the applicable rate & any additional costs of whatsoever nature occasioned by or related to such failure.

11) INSPECTION OF GOODS
Carrier or any Person authorized by Carrier shall be entitled, but not obliged, to open any Container or Package at any time and to inspect the Goods and at their sole discretion take whatever action that they deem necessary in relation to the Goods or Services. If Carrier exercises such liberty or if done by order of any government or other authority at any place, Carrier will not be liable for any loss or damage or delay incurred as a result. Merchant will be responsible for all Charges resulting from such inspection.

12) MATTERS AFFECTING PERFORMANCE
12.1 If at any time the Services are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including but not limited to the Goods' condition, or late collection/delivery or abandonment or breach of clause 9, by the Merchant) whenever and howsoever arising and whether due to Force Majeure or otherwise or not whether or not the Services have commenced, Carrier may at its sole discretion and without prior notice to Merchant:
12.1.1 carry the Goods to the port of discharge or place of delivery or by an alternative route to that indicated on the reverse side hereof or that which is usual for Goods consigned to that port of discharge or place of delivery; or
12.1.2 suspend the Services (but otherwise not the contract) and store Goods ashore or afloat and endeavour to conclude delivery when reasonably possible, or
12.1.3 abandon the Services and/or reject the Goods and where reasonably possible place the Goods or any part of them at Merchant's disposal at any place that Carrier may deem safe and convenient, whereupon the responsibility and any liability of Carrier in respect of such Goods and Services shall cease.
12.2 Without prejudice to any rights or remedies available to Carrier in accordance with this clause 12, Carrier is entitled to continue the Services.
12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges arising from or connected with any liberties of clause 12 exercised by the Carrier.
12.4 Carrier's responsibility for Goods shall cease on delivery or other disposition of the Goods in accordance with orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

13) METHODS AND ROUTE OF TRANSPORTATION
13.1 Carrier may at any time and without notice to Merchant and notwithstanding any named ports or routes on the reverse side hereof:
13.1.1 use any means or modes of transport or storage whatsoever;
13.1.2 load or carry the Goods on any Vessel whether named on the reverse hereof or not, or by any other means of transport whatsoever;
13.1.3 transfer at any stopping place the Goods from or to a conveyance or Container for transhipping/transloading; or load, unload or store the Goods at any place or port or forward the same in any manner whatsoever, whether scheduled or not;
13.1.4 proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest or most direct or customary or scheduled route and proceed to or stay at any place whatsoever and whenever in any order;
13.1.5 comply with any orders, directions, or recommendations given by or from (i) any Person acting or purporting to act as or on behalf of a government or authority or having such authority; or (ii) Service Providers' or Persons', contractual authority;
13.1.6 proceed with or without pilots, to tow or be towed or to be dry-docked;
13.1.7 carry Livestock, explosives, munitions, dangerous or hazardous Goods or lawful Goods of any and all kinds.
13.2 (i) The liberties set out in 13.1 may be invoked by Carrier for any purposes whatsoever and whether or not connected with the Services. (ii) Anything done in accordance with 13.1 or any delay arising therefrom shall be deemed to be within the contractual carriage/Services and Merchant agrees and warrants that such liberties shall not be a deviation of whatsoever nature or degree and Carrier shall be entitled to full Charges and Freight incurred therefrom and to all Defences.

14) MERCHANT INDEMNITY
Without limiting Merchant's other indemnity obligations herein, Merchant agrees to fully indemnify and hold harmless Carrier against all claims or liabilities or damages or costs or expenses or duties, taxes or fines or penalties or imposts and any demands or charges or fees (including but not limited to attorneys' fees) or expenses, of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

15) DECK CARGO AND LIVESTOCK
15.1 Goods, containerised or not, may be carried on or under deck without notice to Merchant and Carrier will not be required to note on the Bill any statement of on-deck carriage. Merchant agrees and warrants that notwithstanding any liberties of clause 12 exercised by the Carrier, Carrier shall not be liable for any loss or damage of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

16) NOTIFICATION AND DELIVERY CLAUSE
16.1 Any mention in this Bill of parties to be notified of arrival of Goods is solely for information purposes. Carrier has no liability whatsoever for any failure to provide such notification and such failure shall not relieve Merchant of any obligations hereunder.
16.2 Merchant shall ensure that they take immediate delivery of Goods (i) as notified to the Merchant by the Carrier or (ii) in the absence of such notice on Vessel's discharge or at delivery point shown on reverse hereof.
16.3 If Merchant fails to take delivery of Goods in accordance with clause 16.2 Carrier may without notice remove the Goods from the Container and store the Goods ashore, afloat, in the open or under cover, at the sole risk and expense of Merchant. Such storage constitutes due delivery hereunder and thereupon all liability and responsibility whatsoever of Carrier ceases.
16.4 Merchant's attention is drawn to the expiry of free storage time and Merchant's liability for demurrage costs contained in Carrier's tariff and herein.
16.5 Once the time has expired, the Goods may be stored at the sole risk and expense (including but not limited to demurrage and storage) of Merchant. However, if Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur Charges in excess of their value, Carrier may without notice to Merchant and without prejudice to any other rights or remedies, publicly or privately sell or dispose of the Goods and apply the proceeds to the Freight and any Charges.

17) BOTH-TO-BLAME COLLISION
17.1 If the Vessel comes into collision with another ship due to the negligence of the other ship and any act or neglect of the Carrier in the navigation or management of the Vessel, and Merchant receives compensation or damages paid or payable by the other non-carrying ship for any loss, damage or any claim whatsoever for the Goods or Services, the Merchant shall indemnify & hold harmless Carrier for any such compensation/damages to the extent the non-carrying ship seeks to set off, recoup or recover this from the Vessel or Carrier.
17.2 The provisions of 17.1 will 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 objects, are at fault in respect of a collision or contact.

18) GENERAL AVERAGE
18.1 Carrier may declare General Average (GA) at any place and GA is adjustable according to the current version of York-Antwerp Rules or as stated in the Service Provider's terms and conditions, at the option of Carrier. Merchant agrees to pay any GA and warrants that they shall provide any GA security as required by Carrier and shall jointly and severally contribute with the Service Provider in GA to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and any other charges incurred in respect of the Goods.
18.1 If a salvage ship is owned or operated by Carrier or Service Provider, salvage shall be paid as if the said salving ship or ships belonged to strangers. Such deposit as Carrier or Service Provider may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be paid by Merchant to Carrier before delivery.
18.3 Merchant and the Goods must contribute to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods in the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise.
18.4 Carrier is not obliged to commence or continue any obligation to take any steps whatsoever to collect security for GA or salvage contributions due from Merchant.

19) FREIGHT AND CHARGES
19.1 Freight & Charges are irrevocably earned, and fully payable by Merchant and non-returnable in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or delayed.
19.2 Freight & Charges are calculated from particulars furnished by Merchant. Carrier is entitled to production of the commercial invoice and packing list for the Goods or true copies thereof and to inspect, reweigh, remeasure and revalue the Goods. If the particulars are incorrect, Merchant shall pay Carrier the correct Freight & Charges (credit given for the Freight & Charges charged) and any costs incurred in establishing the correct particulars.
19.3 Irrespective of what is used to calculate any Freight or Charges, any Freight or Charges are to be considered for Carrier's liability purposes as "lump sum".
19.4 All Freight & Charges must be paid without any set off, counterclaim, or deduction.
19.5 When requested by any Person by Merchant in respect of any applicable Freight due to Carrier, such Person shall be considered the exclusive agent of Merchant for all purposes and any payment to such Person shall not be considered payment to Carrier. Failure of such Person to promptly pay any part of the Freight or Charges to Carrier shall be considered a default by Merchant in the payment of the Freight or Charges.
19.6 Should the Merchant fail to make timely payment of any Freight or Charges, Merchant shall be liable to Carrier for all costs and expenses of recovery of such sums from Merchant plus attorneys' fees, plus the higher of 6% interest or the available commercial interest rate in the country of recovery calculated from the due date of such sums.

20) LIEN
Carrier shall have a particular and general lien on any documents or Goods for all and any unpaid past or present sums whatsoever that are payable by Merchant to the Carrier in accordance with Services and for GA and salvage contributions to whomsoever due. Carrier can at their option hold Goods or sell the Goods at public or private sale without notice to Merchant to satisfy the lien in whole or in part. If the proceeds of sale are less than the costs and expenses including without limitation attorneys' fees fall to cover the amount due, then Carrier is entitled to recover any deficit from Merchant.

21) VARIATION OF THE CONTRACT
No amendment or waiver of or departure from any provision of this Bill shall be valid against Carrier unless such waiver or variation or departure is specifically authorised in writing by a director or officer of Carrier with actual authority to do so. Such waivers or consents by Carrier are not continuous and shall only be effective in the specific instances and purposes for which they are given.

22) PARTIAL INVALIDITY
If any provision of this Bill, in whole or in part, is held to be unenforceable by any court or Person so empowered, such unenforceability will attach only to such provision or part. Such holding will not aff

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Draft

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SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)	BOOKING NO.	BILL OF LADING NO.
SCAN GLOBAL LOGISTICS A/S JERNHOLMEN 49 DK-2650 HVIDOVRE, DENMARK	27749174	27749174
	EXPORT REFERENCES LCL / ALTAMIRA / CPH36102868 / 6200123624	

CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)	FORWARDING AGENT, F.M.C. NO
SGL TRANSGROUP DE MEXICO SA DE CV AV. PASEO DE LAS PALMAS NO. 405 INT 501, LOMAS DE CHAPULTEPEC III SECCION, MIGUEL HIDALGO 11000 CIUDAD DE MEXICO, MEXICO	SHIPCO TRANSPORT DENMARK A/S SNORRESGADE 18 2300 COPENHAGEN DENMARK DK-DENMARK +4539150550 004539150551
	POINT AND COUNTRY OF ORIGIN OF GOODS

NOTIFY PARTY (COMPLETE NAME AND ADDRESS)	FOR DELIVERY PLEASE APPLY TO
SAME AS CONSIGNEE +55 43402710 DIANAA.MEX@TRANSGROUP.COM MXSTM2012087C3 DIANA MARISOL ALFARO	INTERTEAM SA DE CV SERVICIOS INTERN. DE COMERCIO COLIMA 114 DESP 201 COL ROMA C.P. MEXICO D.F. 06700 PHONE: 00525555149897

PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSSHIPMENT PORT
	DOOR VÄRNAMO, 331 40	
EXPORT CARRIER (VESSEL/VOY/FLAG)	**PORT OF LOADING**	**LOADING PIER/TERMINAL**
ADAMS 634W	BREMERHAVEN	DOOR / CFS
PORT OF DISCHARGE	**PLACE OF DELIVERY BY ON CARRIER***	**NUMBER OF ORIGINALS**
ALTAMIRA	ALTAMIRA	0/EXPRESS

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
6200123624	1	PACKAGE S.T.C. TELECOMMUNICATION EQUIPMENT HS CODE: 83024200 FREIGHT PREPAID	294.185 Lbs 133.440 Kgs	18.646 Cbf 0.528 Cbm
		Page 1 of 1 Total:	294.185 Lbs 133.440 Kgs	18.646 Cbf 0.528 Cbm

For notification purpose only

SHIPPERS DECLARED VALUE $
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 (3) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
			TOTAL	TOTAL

RECEIVED by Carrier, so far as can be reasonably ascertained, in external apparent good order and condition (unless otherwise stated herein) the Goods as specified above for carriage from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable.**Notwithstanding any local customs or privileges to the contrary, Merchant agrees on acceptance of contract or acceptance or notice of this Bill to be bound, and that the Goods and Services as evidenced herein are subject to, all terms of the Bill including but not limited to Defences (as defined), indemnities, liberties and the law & jurisdiction provisions hereof whether appearing on the front or reverse or whether printed or stamped or otherwise incorporated herein and in the Carrier's Tariff, as if all signed by the Merchant.**Above particulars of the Goods and address details are as provided and as declared by Merchant and are stated without warranty, liability or responsibility as to correctness by Carrier. Where the Bill is non-negotiable and unless Merchant gives written notice of and Carrier has given written agreement to the contrary prior to Carrier's acceptance of the Goods, or if this is an Express Bill, then Carrier may give delivery of the Goods to the named Merchant in the Consignee's box above (subject to payment of outstanding Freight and Charges), upon reasonable proof of identity and without the surrendering of any Original Bill. Where the Bill is negotiable (To Order / of) in accordance with the terms of this Bill, one original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier (together with payment of outstanding Freight and Charges) in exchange for the Goods or a Delivery Order. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated above, all of this tenor and date, and wherever as required by this Bill one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

DATED AT GOTHENBURG ON AUG 28, 2026

BY **SHIPCO TRANSPORT**

DRAFT

1) DEFINITIONS
Bill: This Bill of Lading and terms, issued or intended to be issued by the Carrier on behalf of Merchant.
Carrier: The company stated as Carrier on the reverse of this Bill as signed by Carrier or their agents. This is not indicative of Carrier's legal capacity.
CFU: Customary Freight Unit as applied under COGSA for Goods not in packages and includes a shipping unit.
Charges: Any charges relating to or directly or indirectly connected to the Goods or Services, excluding Freight. These include but are not limited to charges that are: as provided by Carrier's tariff, dead freight, ad valorem, less than full container load service, currency adjustment factor, bunker adjustment factor, surcharges, any insurance charges; amending the Bill, handling, storage, demurrage, detention, any inspection; special freight for Services for special containers; return Freight; charges arising from sale or disposition of Goods and any other Charges or expenses whatsoever, directly or indirectly arising in relation to the Goods or Services.
COGSA: The Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936 and any amendments thereto.
Container: Any container, trailer, semi-trailer, swap body, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate or transport Goods and any connected/installed equipment thereof.
Defences: Without limitation all rights, immunities, exclusions, exemptions, monetary limitations, defences, and limitations of or exoneration from/to liability, provided by law and/or any terms of this Bill or contract which might abate, bar, defeat, exonerate or reduce any liability of Carrier. This also includes without limitation the Bill's Law & Jurisdiction clause.
Force Majeure: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent, hinder or delay them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labour of any kind; civil disturbance, riot, war (whether declared or recognised by any political authority or government or not), armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any embargoes; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibition or restriction on import or export of state or governmental action.
Freight: The ocean and land-side carriage costs booked, excluding Charges.
Goods: In whole or in part, any moveable property of whatsoever type or nature supplied by or on behalf of Merchant. Includes without limitation any Container not supplied by Carrier.
Hague Rules: Provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
Hague-Visby Rules: Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and any subsequent amendments thereto.
Livestock: Any Goods that are living creatures or organisms.
Merchant: The shipper, the consignee, the receiver of the Goods, the holder of this Bill, any Person owning or entitled to the possession of the Goods or this Bill, any Person having a present or future interest in the Goods or Bill or any Person acting on behalf of any of the foregoing Persons.
Package: For limitation purposes: (i) The Container when the Goods are shipped in a Container. (ii) Where the Container is adjudged not to be a Package for limitation, then the skid, pallet, flat or other device used to consolidate the Goods to facilitate handling and transportation, whether such units of consolidation are disclosed in any portion or column on the reverse side hereof or not. (iii) Where there are no units of consolidation, then any box, carton, drum or any other packaging preparation used to facilitate the handling and transportation of the Goods. (iv) These package definitions do not apply to Goods shipped in bulk, and they supersede any inconsistent provision which may be printed, stamped or written elsewhere in this Bill.
Person(s): In whatever capacity individually or collectively any of the following: person, individual, limited liability company, business or partnership, joint venture, association, trust, government authority, body corporate or any entity or organisation and any of the foregoing's servants and agents.
Port Area: The period whilst within the confines of a port following delivery by the inland carrier to the port but prior to loading on the Vessel and also subsequent to discharge from the Vessel but prior to delivery from the port to the inland carrier, including but not limited to carriage to or from any container yard or container freight station within the port area and whilst stored or handled at such area, yard or freight station.
Port to Port Shipment: When only the port of loading and the port of discharge are shown on the reverse hereof and the place of acceptance and the final destination are unstipulated.
Service Provider(s): Excluding Carrier but otherwise includes but is not limited to any: Person, but excluding any government authority; or carrying or non-carrying Vessel, charterers, slot charterers, operators, managers, owners; stevedores or terminals; or groupage operators, road or rail transport operators; warehousemen; or any independent contractors or bailees; all parties' servants or agents including but not limited to Carrier's servants or agents of whatever type appointed by or on behalf of Carrier to perform the Services and whether in direct contractual privity with Carrier or not.
Services: All and every services or operations of whatsoever type or for any mode, and executed in any legal capacity including but not limited to ocean and inland carriage, transport, handling, warehousing and agency services undertaken or performed by or on behalf of Carrier or Service Provider in respect of or related to the Goods or any transaction or the acceptance of Merchant's instructions in the course of business whether gratuitous or not, singly or combined.
Special Drawing Rights (SDRs): As defined by the International Monetary Fund.
Stuffed: Filled, consolidated, packed, loaded, stowed or secured.
Through Transport: Arises where the Services extend beyond a Port to Port Shipment.
Vessel: Any waterborne craft used for Services under this Bill including but not limited to ocean vessels, feeder vessels, barges and other inland water vessels, and substituted vessels, whether named in Bill or not.

2) CARRIER'S TARIFF
The provisions of Carrier's tariff are incorporated herein. A copy of the tariff is available at Carrier's website as stated on the reverse hereof or otherwise upon request and is obtainable from any regulatory body with whom the tariff has been filed. In the case of inconsistency or conflict or contradiction between this Bill and the tariff, the terms of this Bill prevail.

3) WARRANTY OF AUTHORITY
Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services and that they are jointly and severally bound by these terms.

4) NON-NEGOTIABILITY OF THE BILL
This Bill is non-negotiable, unless made out "to order" or to "Bearer" in which case it is negotiable and constitutes title to the Goods. The lawful holder of a negotiable Bill is entitled to receive or to transfer the Goods herein described. Unless the Merchant requests to the contrary and such request is agreed in writing by Carrier, if on the reverse the Bill is consigned directly to a named or nominated party or the Bill is described as "Express" then this Bill is non-negotiable and delivery may be made to the named or nominated party on reasonable proof of identity and without presentation of the Bill. Merchant agrees that such delivery shall constitute due delivery hereunder.

5) CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PARTIES
5.1 Carrier is entitled to sub-contract on any terms whatsoever the whole/part of Services to any Service Provider.
5.2 It is warranted and agreed by Merchant that: (i) the Carrier's servants or agents and all Service Providers appointed by or on behalf of Carrier for any Services, in consideration flowing from such appointment, are entitled to the benefit of all Defences and liberties hereunder: (ii) in no circumstances will any Person covered by clause 5 have any liability whatsoever or howsoever caused that is greater than that of Carrier to anyone other than Carrier.
5.3 The Defences and liberties provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tort, indemnity, contribution, or any other cause of action.

6) CARRIER'S RESPONSIBILITY
6.1 (i) Merchant warrants and agrees: that Carrier is a non-vessel owning common carrier and does not own, operate, charter or lease Vessels or other means of transport, or engage in Goods handling or storage. Carrier as agents of Merchant will at their choice & discretion procure contracts with Service Providers or where necessary, and without liability for, government authorities on Merchant's behalf for any Services. Merchant is bound by and Carrier is entitled to any Defences in any tariffs, bills of lading or contracts by which such Service Providers or authorities are engaged to perform all or part of the Services. (ii) In all cases copies of the **Service Providers'/authorities' contracts, tariffs or bills of lading are available on request.**
(iii) When Hague or Hague-Visby Rules or COGSA regimes compulsorily apply, it is confirmed that liability of Carrier for loss of or damage to the Goods under (a) COGSA, does not exceed US$500 per Package or CFU and under (b) the Hague-Visby Rules does not exceed 666.67 SDRs per Package or 2 SDRs per kilogram of gross weight of the Goods, whichever is the higher and (c) the Hague Rules as compulsorily applicable. **Outside of these regimes this Bill imposes other limits. Notwithstanding, Merchant can elect to have higher compensation by declaring the value of the Goods in accordance with clause 6.3;** (iv) **Merchant's attention is drawn to limitations and exclusions herein, in clauses (amongst others) 6,7,7.4, 8 & 10.**

6.2 Port to Port Shipments
6.2.1 US shipments: If Bill includes carriage to/from the USA, Bill is subject to COGSA, the terms of which are incorporated herein and are paramount throughout the carriage by sea and for the entire time that Goods are in the actual custody of the Carrier or the Service Provider, including before loading onto or after discharge from the Vessel, in the Port Area.
6.2.2 Non-US shipments: In so far as Bill relates to carriage that is not to or from the USA; (i) Bill is subject to any law making the provisions of the Hague Rules or the Hague-Visby Rules, if any, applicable to Bill, and (ii) in respect of the period whilst Goods are in the Port Area and where the Hague Rules or Hague-Visby Rules are not compulsorily applicable, then Merchant appoints Carrier as agent to enter into any contracts on their behalf with any Person or applicable Service Provider for any Services and on any terms whatsoever **including terms less favourable than the terms in this Bill (copies of such terms being available on request).** (iii) (a) Carrier has no liability whatsoever for loss, damage, delay, non-delivery or mis-delivery of or to the Goods howsoever caused before loading onto or after discharge from the Vessel whilst at the Port Area, unless Goods are in Carrier's actual possession. (b) In the event that clause or part of clause 6.2.2 (a) is ineffective, then clause 7.4 applies.
6.2.3 Subject to any compulsory law, Hague and Hague-Visby Rules or COGSA (as applicable) shall also extend to any lighterage services and any waterborne carriage and to any coastal traffic or inland waterways. Reference to carriage by sea in the Hague or Hague-Visby Rules, COGSA or relative national law is deemed to include inland waterways.
6.2.4 Carrier is entitled to (and nothing herein operates to deprive or limit such entitlement) the full benefit and rights to all Defences and all rights conferred by any applicable law or regulation of any country (including but not limited to any provisions of Chapter 305 of Title 46 of the United States Code and any amendments thereto) and without prejudice to the generality of the foregoing also the benefit of any law or regulation whatsoever that is available to any Service Provider, including but not limited to the London Limitation Convention 1976 or any applicable convention or law governing the rights of shipowners or charterers to limit their liability in accordance with the Vessel's tonnage or value.

6.3 Through Transport
6.3.1 Carrier's Port to Port & Port Area liability for Through Transport is as per clause 6.2.
6.3.2 If for any reason clause 6.1(i) does not apply with regard to any Services and subject to clause 8.3, Merchant nevertheless acknowledges and agrees that Carrier's liability is determined in accordance with: (i) the contracts, tariffs, or bills of lading of any responsible Service Provider (& clause 6.1(ii) applies) or (ii) for shipments to or from the United States in compliance with the liability standards and defences of COGSA, or (iii) for monetary limitations clause 7.4 herein, whichever imposes the least liability on the Carrier, and (iv) where a Service Provider's lower monetary limitation is applicable Carrier is entitled to avail itself of such lower liability and under no circumstances whatsoever shall Carrier be liable to a greater extent than it can recover from the actual Service Provider engaged to perform the Services.
6.3.3 Subject to any compulsory legislation to the contrary and without prejudice to any other provisions of this Bill, if the place where the loss or damage occurred cannot be proven then Carrier's monetary liability will be determined by clause 7.4.
6.3.4 If the place where the loss or damage occurred can be proved:
6.3.5 Subject to clause 7.6, the liability of Carrier shall be determined by the provisions contained in any International Convention or law that is compulsorily applicable.
6.3.6 If there is no International Convention or other compulsory law applying, then Carrier's liability is determined by the provisions of this Bill.
6.3.7 Notice of Opting out of Carmack Amendment/ICC Termination Act of 1995: Where Through Transport commences or terminates in the United States, should for any reason it be determined that Carmack applies to the Services or this Bill, then the following applies: (i) Carrier shall arrange transport with US land Service Providers, either as ocean carriage as defined by 49 U.S.C. Section 13506, or if not so exempt, then as "contract carriage" as defined by 49 U.S.C. 13102(4), under this Bill. (ii) Merchant expressly waives all rights and remedies it may have as to Carrier and its appointed motor or rail carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time.

7) GENERAL LIABILITY AND OTHER PROVISIONS
7.1 Where Carrier's liability arises from a cause which is only contributory, Carrier is only liable to the extent that those factors have contributed to the loss or damage.
7.2.1 Subject to any Carrier's Defences, any agreed liability shall be calculated by reference to the value of the Goods as determined by any compulsory law applying or,
7.2.2 if there is no applicable compulsory law then by the FOB/FCA value of the Goods at the place and time at which they were accepted for Carriage, or
7.3 if 7.2.1 & 7.2.2 do not apply then the value shall be calculated by reference to the wholesale value of Goods of the same kind and quality at the time and place of shipment.
7.4 MAXIMUM OF MONETARY LIABILITY: 7.4 (i) Notwithstanding any term or limitation herein to the contrary except clause 6.2.1, and subject to: any higher value declared pursuant to clause 8.3; Hague Rules, COGSA or the Hague-Visby Rules or any other mandatorily applicable; clause 7.5, 10.9 and 19.3; or should any Defences herein be held to not apply, and without prejudice to any agency status of Carrier, the Carrier's maximum liability is as per clause 7.4 (ii).
7.4 (ii) Carrier's maximum liability for loss or damage or delay or mis-delivery or any other liability whatsoever in direct or indirect connection with or howsoever arising from (including without limitation from negligence of any kind) the Goods or Services will not in any circumstances whatsoever exceed a sum of (a) US$500 per Package or CFU or (b) US$2.00 per kilo of the gross weight of the Goods affected or (c) the sum of Merchant's loss or the value of such Goods or (d) the Service Providers' monetary limits of liability, **whichever is the least.**
7.5 Carrier has no liability for correction costs for any erroneous shipment of Goods to an incorrect destination. Without prejudice to the foregoing or any other Carrier's rights and remedies, if Carrier is for some reason found liable in this respect, then any liability shall be limited to a maximum sum of US$2,500.00.
7.6 (i) Where international transport conventions or international or national law are compulsorily applicable, the Bill still applies. (ii) If any conflict exists between the Bill and such compulsory conditions the latter prevails to the extent of the conflict, but no further. (iii) The Bill applies to any silence or gaps or omissions in provisions in such compulsory conditions.
7.7 It is warranted/agreed that superheat/sust, condensation, or any mould or any like condition due to moisture is not a condition of damage but is inherent to the nature of particular Goods or transport conditions and any Carrier's or Service Provider's receipt of the Goods in apparent good order and condition is not a representation that such condition of Goods did not exist on receipt.

8) AD VALOREM, FORCE MAJEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR
8.1 Force Majeure/Other Exclusions.
8.1.1 Carrier will be relieved from its duty to perform its obligations for the Services due to any Force Majeure event.
8.1.2 Under no circumstances whatsoever will Carrier have any liability directly or indirectly caused by: (i) Force Majeure or (ii) Other Exclusions as defined in clause 8.1.3.
8.1.3 Without prejudice to any other Defences, rights or remedies available to Carrier, Other Exclusions means exclusions of liabilities or obligations that are directly or indirectly related, connected or attributable to or by: (i) any act or error or omission or instructions or advices or breach of contract or warranty howsoever, of or from Merchant, (ii) wastage in bulk or weight, (iii) delay, (iv) latent defect, (v) any loss, damage or delay arising from inherent defect or quality or vice or nature of the Goods or (vi) insufficiency of packing or insufficiency or inadequacy of marks, (vii) any abandonment by Merchant, (viii) fire unless the fire was caused by the actual fault or privity of Carrier; (ix) any damage or loss or delay whatsoever and howsoever caused whilst the Goods are in the care custody or control of any government or other authority, including but not limited to government or other authority owned transit terminals, warehousing or during inspections by such government authority; (x) any liability NOT arising from or connected to the Carrier's negligence.
8.2 Delay/consequential & direct loss exclusions.
8.2.1 Carrier does not undertake or guarantee that the Goods or any documents relating thereto shall arrive or be available at any place or stage during the Services and by way of example and not by limitation at any particular time or to meet any particular requirement of any delivery, contract, sale, seasonal or other market, license, permission, convenience or credit of Merchant, or any marketing for or use of, the Goods.
8.2.2 In no circumstances whatsoever or howsoever caused (including negligence of any kind) will Carrier have any liability directly or indirectly caused by delay.
8.2.3 All exclusions of liability under this clause 8.2.3 by way of example and not limitation, apply to any losses that are direct and which flow from the natural cause of any breach or incident and also to indirect and consequential losses. These foregoing losses and any similar or like losses arising from any circumstance whatsoever are excluded (including but not limited to losses arising from negligence of any kind) whether or not the Carrier or the Merchant had knowledge or notice that all or any of the losses might be incurred: (i) Diminishment or loss of sale ability. (ii) Loss of or determent of: profits, sales or income or savings, real or potential future business, use (including but not limited to any losses for remedy and any losses already incurred or ongoing because of such loss of use), reputation, goodwill or production or increased costs of production. (iii) Increased costs of production (iv) Without limitation any business, or factory or office or scientific or exploration activity or other work environment of any kind that suffers or is threatened by any failure, interruption, suspension or stoppage or closure, of any kind and howsoever arising. (v) Any consequential stoppage, interruption or failure of any process or operation, of any description including without limitation any IT system, programme, equipment or process. (vi) Any increase in value from actual value of Goods caused by replacement value or by betterment. (vii) Due to non-viability of repair costs. (viii) Statutory or punitive damages. (ix) Fines or penalties. (x) Any pure economic losses. (xi) Any consequential, incidental, special losses or indirect damages.
8.2.4 Without prejudice to clause 8.2.2 or any other Carrier's rights and remedies whatsoever, if Carrier is for some reason found liable for delay, any such liability whatsoever or howsoever caused including but not limited to negligence of any kind, shall be limited to the Freight charged.
8.3 Ad Valorem: declared value for increased level of liability.
8.3.1(i) Notwithstanding any other provisions of this Bill, Merchant may request and obtain an increased level of liability higher than that otherwise provided for in this Bill, only by declaring in writing the value of the Goods and paying any additional Charges. Such request must be agreed in writing by Carrier prior to rendering Services. Such agreed declared value shall be substituted for the limits of liability for loss of or damage to Goods under this Bill. (ii) This declared value is not a guarantee that the true value of the Goods at destination is less than such declared value, the lower value shall be deemed to be the declared value. 8.3.1(iii) Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
8.3.2 Merchant agrees and warrants that ad valorem arrangements herein shall only apply to liability for loss of or damage to Goods.
8.4 Notification period and time bar (limitation of actions)
8.4.1 Carrier shall be deemed to have delivered Goods in the order and condition as described in this Bill unless written notice of any discrepancy indicating the general nature of such discrepancy is given at the place of delivery or at the time of the Services to the Person having the custody of the Person taking delivery under this Bill or if the loss or damage is not apparent, within three consecutive days thereafter.
8.4.2 (i) In any event Carrier shall be discharged of all liability whatsoever and howsoever arising from or in connection with the Goods or Services, including without limitation any claims for indemnity or contribution and (ii) all rights of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) suit is brought and (b) written notice thereof be given to Carrier, within one year after delivery of the Goods or the date when the Goods should have been delivered.
8.4.3 Notwithstanding clause 8.4.2, in cases where any Carrier's or Service Providers' liability arises or is caused from or attributable to or connected to (a) any agency Services provided by the Carrier or Service Provider or (b) the Carrier's or Service Providers' acts, errors or omissions or events or circumstance that occur or manifest outside of the port to port or Port Area period of transport or handling, then 8.4.2 applies except that Clause 8.4.2 (ii)(b) is deleted and replaced with: (b.i) written notice thereof be given to Carrier, within nine months from the date of the event or occurrence alleged to give rise to a cause of action against Carrier or, (b.ii) written notice thereof be given to Carrier within any period under the application of clause 6.3, whichever is the shortest period.

9) MERCHANT'S RESPONSIBILITY
Merchant agrees and warrants that:
9.1 the information, declaration, description and particulars of Goods furnished by Merchant including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers, addressing and value, are correct and that they will inform Carrier in advance of any special conditions that may apply to the Goods or Services;
9.2 they will provide all documents, information and truthfully completed for the Services and that all Goods, documents, information and Merchant, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents or information provided by Merchant are correct, lawful or sufficient;
9.3 they will ensure that all Goods are properly prepared, packed or marked and labelled to inform the relevant parties, and in a manner to withstand the ordinary risks of the Services and the Goods having regard to their nature or the method of transport/handling and in compliance with all laws, rules, regulations and requirements (whether compulsorily applicable or not) that apply and that enhance or provide best practice for the security and safety of the Goods, Container and Services;
9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transhipment or arranging of delivery mode;
9.5 they will ensure that no Goods which are or may become dangerous, hazardous, inflammable, noxious, radioactive or damaging or which are or may become liable to damage any property or Person whatsoever shall be tendered to Carrier for Services without Carrier's consent in writing. If any such Goods are tendered without such written consent or required prior arrangements in writing/labelled as such, Carrier the Goods, whether pre-declared or not, are or are liable to become dangerous or hazardous or damaging, then no liability to Carrier will attach and the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier's right to Freight & Charges and indemnity;
9.6 they will be liable by way of example and not by limitation for any direct or indirect loss, damage, delay, contamination, soiling, pollution, detention or demurrage, of whatsoever nature to or of: (i) the environment, or any property or Goods whatsoever (including but not limited to Containers) of Carrier or of the Service Providers or of any Person, or (ii) for death or injury to any Person, caused by any act or error or omission of Merchant or any Person acting on their behalf or for which Merchant is otherwise responsible and whether such events arose or occurred before or during or after the Services;
9.7.1 it is Merchant's sole responsibility and Merchant must provide to Carrier, electronically or by any means as mutually agreed, the Verified Gross Mass (VGM) of each Container prior to the deadline stipulated by Carrier for submission (Verified Cut off time). If VGM is not provided in time by the Merchant, Carrier shall be under no obligation to commence or continue Services for that Container;
9.7.2 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and at Merchant's cost, if VGM is not so provided.

10) PROVISION AND STUFFING OF CONTAINERS
The Merchant warrants and agrees that:
10.1 without prejudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Merchant in connection with or arising from the supply or use of a Container to or from and by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during or subsequent to Services;
10.2 unless prior written agreement is given by Carrier and any additional freight has been paid or agreed to be paid, Carrier is under no obligation to provide a Container of any particular type or quality;
10.3 unless otherwise confirmed by Merchant and agreed by Carrier in writing, the Goods are not temperature sensitive and do not require any special Containers, handling, storage, stowage, care or facilities;
10.4 Goods may be Stuffed by Carrier in or on Containers and Goods may be Stuffed with other goods of whatsoever nature;
10.5 Carrier or Service Provider can palletise any un-palletised Goods, or breakdown pallets, skids or the like and any and all Goods or pallets and the like can be stacked upon unless prior to receipt of the Goods Carrier has agreed in writing with Merchant that the Goods will not be so stacked and that any Charges arising from such agreement are paid;
10.6 if a Container has been Stuffed by or on behalf of Merchant then Carrier is not liable for any loss of or damage or delay to the Goods caused by: (i) the way the Container has been Stuffed; or (ii) the unsuitability of or the defective condition of the Goods or their preparation for the Services or (iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, humidity or ventilation settings; except if the Container is supplied by or on behalf of Carrier in such Container's condition or incorrect settings were not apparent upon proven diligence and inspection by the Merchant at or prior to Stuffing, then exclusion 10.6(iii) does not apply; or (iv) Stuffing Goods that are not at the correct temperature for carriage; or (v) inadequate or absence or incorrect supply of Merchant's information or instructions;
10.7 (i) Container must be delivered to Carrier with an intact high-security seal in place and photographic evidence of the seal number will be provided to Carrier, except where Carrier has given written agreement to seal the Container. In the event the Container is not so sealed by Merchant, Carrier reserves the right to return the Container to Merchant for resealing or to affix a seal, all at Merchant's cost. (ii) Carrier has no liability for damage or loss of Goods (a) in absence of such evidence, or (b) where any loss or discrepancy to Merchant's seal is evidenced prior to or after Carrier's care, custody or control, or (c) seal is intact on delivery to consignee.
10.8 Provided due diligence is exercised by Carrier to determine that Containers provided by them are in good working order prior to release to Merchant, Carrier has no liability for any delay, loss of or damage to the Goods directly or indirectly arising from any functioning or non-functioning of the Container or the temperature variant or humidity machinery or controls, insulation, or any apparatus of the Container (including but not limited to defects, derangement, breakdown or stoppage).
10.9 (i) Notwithstanding any particulars in this Bill, Carrier does not guarantee the maintenance of the temperature or humidity within a refrigerated or special Container irrespective of whether the Container is Stuffed or the temperature is set by Merchant or Carrier. (ii) Further, Carrier has no liability whatsoever if refrigerated Goods are carried in a range of plus or minus 2.5 degrees C (or Fahrenheit equivalent) from any temperature specified on the reverse side hereof.
10.10 Carrier is only liable for loss of or damage to Merchant supplied Container if caused by Carrier's negligence. Carrier's liability in this respect is limited to the market value at the time of such loss or damage or reasonable cost of repair of the Container, subject to deductions for betterment and fair wear and tear or 2 US$ per kilo of tare weight, whichever is least.
10.11 In no circumstances whatsoever will any property in, or lien or other rights in respect of any Container supplied by or on behalf of Carrier be transferred to Merchant or any Person.
10.12 Any Container supplied by or on behalf of Carrier must be returned empty & clean and in accordance with Carrier's instructions and in the same condition as received, failing which Merchant shall pay demurrage at the applicable rate & any additional costs of whatsoever nature occasioned by or related to such failure.

11) INSPECTION OF GOODS
Carrier or any Person authorized by Carrier shall be entitled, but not obliged, to open any Container or Package at any time and to inspect the Goods and at their sole discretion take whatever action that they deem necessary in relation to the Goods or Services. If Carrier exercises such liberty or if done by order of any government or other authority at any place, Carrier will not be liable for any loss or damage or delay incurred as a result. Merchant will be responsible for all Charges resulting from such inspection.

12) MATTERS AFFECTING PERFORMANCE
12.1 If at any time the Services are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including but not limited to the Goods' condition, or late collection/delivery or abandonment or breach of clause 9, by the Merchant) whenever and howsoever arising and whether due to Force Majeure or otherwise or not whether or not the Services have commenced, Carrier may at its sole discretion and without prior notice to Merchant:
12.1.1 carry the Goods to the port of discharge or place of delivery or by an alternative route to that indicated on the reverse side hereof or that which is usual for Goods consigned to that port of discharge or place of delivery; or
12.1.2 suspend the Services (but otherwise not the contract) and store Goods ashore or afloat and endeavour to conclude delivery when reasonably possible, or
12.1.3 abandon the Services and/or reject the Goods and where reasonably possible place the Goods or any part of them at Merchant's disposal at any place that Carrier may deem safe and convenient, whereupon the responsibility and any liability of Carrier in respect of such Goods and Services shall cease.
12.2 Without prejudice to any rights or remedies available to Carrier in accordance with this clause 12, Carrier is entitled to continue the Services.
12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges arising from or connected with any liberties of clause 12 exercised by the Carrier.
12.4 Carrier's responsibility for Goods shall cease on delivery or other disposition of the Goods in accordance with orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

13) METHODS AND ROUTE OF TRANSPORTATION
13.1 Carrier may at any time and without notice to Merchant and notwithstanding any named ports or routes on the reverse side hereof:
13.1.1 use any means or modes of transport or storage whatsoever;
13.1.2 load or carry the Goods on any Vessel whether named on the reverse hereof or not, or by any other means of transport whatsoever;
13.1.3 transfer at any stopping place the Goods from or to a conveyance or Container for transhipping/transloading; or load, unload or store the Goods at any place or port or forward the same in any manner whatsoever, whether scheduled or not;
13.1.4 proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest or most direct or customary or scheduled route and proceed to or stay at any place whatsoever and whenever in any order;
13.1.5 comply with any orders, directions, or recommendations given by or from (i) any Person acting or purporting to act as or on behalf of a government or authority or having such authority; or (ii) Service Providers' or Persons', contractual authority;
13.1.6 proceed with or without pilots, to tow or be towed or to be dry-docked;
13.1.7 carry Livestock, explosives, munitions, dangerous or hazardous Goods or lawful Goods of any and all kinds.
13.2 (i) The liberties set out in 13.1 may be invoked by Carrier for any purposes whatsoever and whether or not connected with the Services. (ii) Anything done in accordance with 13.1 or any delay arising therefrom shall be deemed to be within the contractual carriage/Services and Merchant agrees and warrants that such liberties shall not be a deviation of whatsoever nature or degree and Carrier shall be entitled to full Charges and Freight incurred therefrom and to all Defences.

14) MERCHANT INDEMNITY
Without limiting Merchant's other indemnity obligations herein, Merchant agrees to fully indemnify and hold harmless Carrier against all claims or liabilities or damages or costs or expenses or duties, taxes or fines or penalties or imposts and any demands or charges or fees (including but not limited to attorneys' fees) or expenses, of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

15) DECK CARGO AND LIVESTOCK
15.1 Goods, containerised or not, may be carried on or under deck without notice to Merchant and Carrier will not be required to note on the Bill any statement of on-deck carriage. Merchant agrees and warrants that notwithstanding any liberties of clause 12 exercised by the Carrier, Carrier shall not be liable for any loss or damage of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

16) NOTIFICATION AND DELIVERY CLAUSE
16.1 Any mention in this Bill of parties to be notified of arrival of Goods is solely for information purposes. Carrier has no liability whatsoever for any failure to provide such notification and such failure shall not relieve Merchant of any obligations hereunder.
16.2 Merchant shall ensure that they take immediate delivery of Goods (i) as notified to the Merchant by the Carrier or (ii) in the absence of such notice on Vessel's discharge or at delivery point shown on reverse hereof.
16.3 If Merchant fails to take delivery of Goods in accordance with clause 16.2 Carrier may without notice remove the Goods from the Container and store the Goods ashore, afloat, in the open or under cover, at the sole risk and expense of Merchant. Such storage constitutes due delivery hereunder and thereupon all liability and responsibility whatsoever of Carrier ceases.
16.4 Merchant's attention is drawn to the expiry of free storage time and Merchant's liability for demurrage costs contained in Carrier's tariff and herein.
16.5 Once the time has expired, the Goods may be stored at the sole risk and expense (including but not limited to demurrage and storage) of Merchant. However, if Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur Charges in excess of their value, Carrier may without notice to Merchant and without prejudice to any other rights or remedies, publicly or privately sell or dispose of the Goods and apply the proceeds to the Freight and any Charges.

17) BOTH-TO-BLAME COLLISION
17.1 If the Vessel comes into collision with another ship due to the negligence of the other ship and any act or neglect of the Carrier in the navigation or management of the Vessel, and Merchant receives compensation or damages paid or payable by the other non-carrying ship for any loss, damage or any claim whatsoever for the Goods or Services, the Merchant shall indemnify & hold harmless Carrier for any such compensation/damages to the extent the non-carrying ship seeks to set off, recoup or recover this from the Vessel or Carrier.
17.2 The provisions of 17.1 will 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 objects, are at fault in respect of a collision or contact.

18) GENERAL AVERAGE
18.1 Carrier may declare General Average (GA) at any place and GA is adjustable according to the current version of York-Antwerp Rules or as stated in the Service Provider's terms and conditions, at the option of Carrier. Merchant agrees to pay any GA and warrants that they shall provide any GA security as required by Carrier and shall jointly and severally contribute with the Service Provider in GA to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and any other charges incurred in respect of the Goods.
18.1 If a salvage ship is owned or operated by Carrier or Service Provider, salvage shall be paid as if the said salving ship or ships belonged to strangers. Such deposit as Carrier or Service Provider may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be paid by Merchant to Carrier before delivery.
18.3 Merchant and the Goods must contribute to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods in the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise.
18.4 Carrier is not obliged to commence or continue any obligation to take any steps whatsoever to collect security for GA or salvage contributions due from Merchant.

19) FREIGHT AND CHARGES
19.1 Freight & Charges are irrevocably earned, and fully payable by Merchant and non-returnable in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or delayed.
19.2 Freight & Charges are calculated from particulars furnished by Merchant. Carrier is entitled to production of the commercial invoice and packing list for the Goods or true copies thereof and to inspect, reweigh, remeasure and revalue the Goods. If the particulars are incorrect, Merchant shall pay Carrier the correct Freight & Charges (credit given for the Freight & Charges charged) and any costs incurred in establishing the correct particulars.
19.3 Irrespective of what is used to calculate any Freight or Charges, any Freight or Charges are to be considered for Carrier's liability purposes as "lump sum".
19.4 All Freight & Charges must be paid without any set off, counterclaim, or deduction.
19.5 When requested by any Person by Merchant in respect of any applicable Freight due to Carrier, such Person shall be considered the exclusive agent of Merchant for all purposes and any payment to such Person shall not be considered payment to Carrier. Failure of such Person to promptly pay any part of the Freight or Charges to Carrier shall be considered a default by Merchant in the payment of the Freight or Charges.
19.6 Should the Merchant fail to make timely payment of any Freight or Charges, Merchant shall be liable to Carrier for all costs and expenses of recovery of such sums from Merchant plus attorneys' fees, plus the higher of 6% interest or the available commercial interest rate in the country of recovery calculated from the due date of such sums.

20) LIEN
Carrier shall have a particular and general lien on any documents or Goods for all and any unpaid past or present sums whatsoever that are payable by Merchant to the Carrier in accordance with Services and for GA and salvage contributions to whomsoever due. Carrier can at their option hold Goods or sell the Goods at public or private sale without notice to Merchant to satisfy the lien in whole or in part. If the proceeds of sale are less than the costs and expenses including without limitation attorneys' fees fall to cover the amount due, then Carrier is entitled to recover any deficit from Merchant.

21) VARIATION OF THE CONTRACT
No amendment or waiver of or departure from any provision of this Bill shall be valid against Carrier unless such waiver or variation or departure is specifically authorised in writing by a director or officer of Carrier with actual authority to do so. Such waivers or consents by Carrier are not continuous and shall only be effective in the specific instances and purposes for which they are given.

22) PARTIAL INVALIDITY
If any provision of this Bill, in whole or in part, is held to be unenforceable by any court or Person so empowered, such unenforceability will attach only to such provision or part. Such holding will not aff

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SHIPCO TRANSPORT
Draft

A Member of WorldWideAlliance®

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)	BOOKING NO.	BILL OF LADING NO.
TOLL GLOBAL FORWARDING (POLAND) SP. Z.O.O. UL SW. MICHALA 100 POZNAN 30 61-005 POLAND EORI+PL783188707300000	28761143	28761143
	EXPORT REFERENCES C04347425	

CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)	FORWARDING AGENT, F.M.C. NO
TIBA MEXICO, S.A. DE C.V. JAIME BALMES NO.8-201,LOS MORALES POLANCO 11510 CIUDAD DE MEXICO RFC: TME970213946 MEXICO CITY MEX 11510 MEXICO PH:+525547778800 FX:+525547773838 FREEHANDSHIPMENTS@TIBAGROUP.COM	TOLL GLOBAL FORWARDING (POLAND) SP. Z O.O. UL. SW.MICHALA 100 POZNAN 61-05 PL-POLAND
	POINT AND COUNTRY OF ORIGIN OF GOODS

NOTIFY PARTY (COMPLETE NAME AND ADDRESS)	FOR DELIVERY PLEASE APPLY TO
SAME AS CONSIGNEE RFC+TME970213946	INTERTEAM S.A. DE C.V. COLIMA 114 DESPACHO 201, D.F.COLONIA ROMA 6700

PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSSHIPMENT PORT
	KRAKOW	
EXPORT CARRIER (VESSEL/VOY/FLAG)	**PORT OF LOADING**	**LOADING PIER/TERMINAL**
ADAMS 634W	BREMERHAVEN	CFS / CFS
PORT OF DISCHARGE	**PLACE OF DELIVERY BY ON CARRIER***	**NUMBER OF ORIGINALS**
ALTAMIRA	ALTAMIRA	0/EXPRESS

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
28761143 ALM259257 ALTAMIRA	32	PALLETS ALUMINUM PROFILES HS CODE: 76042990	15476.451 Lbs 7020.000 Kgs	718.044 Cbf 20.333 Cbm
		FREIGHT PREPAID		
SHIPPER'S LOAD, STOW AND COUNT				
Container: MISC0000000/MIS12345 Size/Type: 40' High Cube Dry Container		Page 1 of 1	Total: 15476.451 Lbs 7020.000 Kgs	718.044 Cbf 20.333 Cbm

For notification purpose only

SHIPPERS DECLARED VALUE $
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 (3) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
			TOTAL	TOTAL

RECEIVED by Carrier, so far as can be reasonably ascertained, in external apparent good order and condition (unless otherwise stated herein) the Goods as specified above for carriage from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable.**Notwithstanding any local customs or privileges to the contrary, Merchant agrees on acceptance of contract or acceptance or notice of this Bill to be bound, and that the Goods and Services as evidenced herein are subject to, all terms of the Bill including but not limited to Defences (as defined), indemnities, liberties and the law & jurisdiction provisions hereof whether appearing on the front or reverse or whether printed or stamped or otherwise incorporated herein and in the Carrier's Tariff, as if all signed by the Merchant.**Above particulars of the Goods and address details are as provided and as declared by Merchant and are stated without warranty, liability or responsibility as to correctness by Carrier. Where the Bill is non-negotiable and unless Merchant gives written notice of and Carrier has given written agreement to the contrary prior to Carrier's acceptance of the Goods, or if this is an Express Bill, then Carrier may give delivery of the Goods to the named Merchant in the Consignee's box above (subject to payment of outstanding Freight and Charges), upon reasonable proof of identity and without the surrendering of any Original Bill. Where the Bill is negotiable (To Order / of) in accordance with the terms of this Bill, one original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier (together with payment of outstanding Freight and Charges) in exchange for the Goods or a Delivery Order. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated above, all of this tenor and date, and wherever as required by this Bill one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

DATED AT GDYNIA ON AUG 28, 2026

BY **SHIPCO TRANSPORT AS CARRIER**

1) DEFINITIONS
Bill: This Bill of Lading and terms, issued or intended to be issued by the Carrier on behalf of Merchant.
Carrier: The company stated as Carrier on the reverse of this Bill as signed by Carrier or their agents. This is not indicative of Carrier's legal capacity.
CFU: Customary Freight Unit as applied under COGSA for Goods not in packages and includes a shipping unit.
Charges: Any charges relating to or directly or indirectly connected to the Goods or Services, excluding Freight. These include but are not limited to charges that are: as provided by Carrier's tariff, dead freight, ad valorem, less than full container load service, currency adjustment factor, bunker adjustment factor, surcharges, any insurance charges; amending the Bill, handling, storage, demurrage, detention, any inspection; special freight for Services for special containers; return Freight; charges arising from sale or disposition of Goods and any other Charges or expenses whatsoever, directly or indirectly arising in relation to the Goods or Services.
COGSA: The Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936 and any amendments thereto.
Container: Any container, trailer, semi-trailer, swap body, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate or transport Goods and any connected/installed equipment thereof.
Defences: Without limitation all rights, immunities, exclusions, exemptions, monetary limitations, defences, and limitations of or exoneration from/to liability, provided by law and/or any terms of this Bill or contract which might abate, bar, defeat, exonerate or reduce any liability of Carrier. This also includes without limitation the Bill's Law & Jurisdiction clause.
Force Majeure: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent, hinder or delay them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labour of any kind; civil disturbance, riot, war (whether declared or recognised by any political authority or government or not), armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any embargoes; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibition or restriction on import or export of state or governmental action.
Freight: The ocean and land-side carriage costs booked, excluding Charges.
Goods: In whole or in part, any moveable property of whatsoever type or nature supplied by or on behalf of Merchant. Includes without limitation any Container not supplied by Carrier.
Hague Rules: Provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
Hague-Visby Rules: Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and any subsequent amendments thereto.
Livestock: Any Goods that are living creatures or organisms.
Merchant: The shipper, the consignee, the receiver of the Goods, the holder of this Bill, any Person owning or entitled to the possession of the Goods or this Bill, any Person having a present or future interest in the Goods or Bill or any Person acting on behalf of any of the foregoing Persons.
Package: For limitation purposes: (i) The Container when the Goods are shipped in a Container. (ii) Where the Container is adjudged not to be a Package for limitation, then the skid, pallet, flat or other device used to consolidate the Goods to facilitate handling and transportation, whether such units of consolidation are disclosed in any portion or column on the reverse side hereof or not. (iii) Where there are no units of consolidation, then any box, carton, drum or any other packaging preparation used to facilitate the handling and transportation of the Goods. (iv) These package definitions do not apply to Goods shipped in bulk, and they supersede any inconsistent provision which may be printed, stamped or written elsewhere in this Bill.
Person(s): In whatever capacity individually or collectively any of the following: person, individual, limited liability company, business or partnership, joint venture, association, trust, government authority, body corporate or any entity or organisation and any of the foregoing's servants and agents.
Port Area: The period whilst within the confines of a port following delivery by the inland carrier to the port but prior to loading on the Vessel and also subsequent to discharge from the Vessel but prior to delivery from the port to the inland carrier, including but not limited to carriage to or from any container yard or container freight station within the port area and whilst stored or handled at such area, yard or freight station.
Port to Port Shipment: When only the port of loading and the port of discharge are shown on the reverse hereof and the place of acceptance and the final destination are unstipulated.
Service Provider(s): Excluding Carrier but otherwise includes but is not limited to any: Person, but excluding any government authority; or carrying or non-carrying Vessel, charterers, slot charterers, operators, managers, owners; stevedores or terminals; or groupage operators, road or rail transport operators; warehousemen; or any independent contractors or bailees; all parties' servants or agents including but not limited to Carrier's servants or agents of whatever type appointed by or on behalf of Carrier to perform the Services and whether in direct contractual privity with Carrier or not.
Services: All and every services or operations of whatsoever type or for any mode, and executed in any legal capacity including but not limited to ocean and inland carriage, transport, handling, warehousing and agency services undertaken or performed by or on behalf of Carrier or Service Provider in respect of or related to the Goods or any transaction or the acceptance of Merchant's instructions in the course of business whether gratuitous or not, singly or combined.
Special Drawing Rights (SDRs): As defined by the International Monetary Fund.
Stuffed: Filled, consolidated, packed, loaded, stowed or secured.
Through Transport: Arises where the Services extend beyond a Port to Port Shipment.
Vessel: Any waterborne craft used for Services under this Bill including but not limited to ocean vessels, feeder vessels, barges and other inland water vessels, and substituted vessels, whether named in Bill or not.

2) CARRIER'S TARIFF
The provisions of Carrier's tariff are incorporated herein. A copy of the tariff is available at Carrier's website as stated on the reverse hereof or otherwise upon request and is obtainable from any regulatory body with whom the tariff has been filed. In the case of inconsistency or conflict or contradiction between this Bill and the tariff, the terms of this Bill prevail.

3) WARRANTY OF AUTHORITY
Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services and that they are jointly and severally bound by these terms.

4) NON-NEGOTIABILITY OF THE BILL
This Bill is non-negotiable, unless made out "to order" or to "Bearer" in which case it is negotiable and constitutes title to the Goods. The lawful holder of a negotiable Bill is entitled to receive or to transfer the Goods herein described. Unless the Merchant requests to the contrary and such request is agreed in writing by Carrier, if on the reverse the Bill is consigned directly to a named or nominated party or the Bill is described as "Express" then this Bill is non-negotiable and delivery may be made to the named or nominated party on reasonable proof of identity and without presentation of the Bill. Merchant agrees that such delivery shall constitute due delivery hereunder.

5) CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PARTIES
5.1 Carrier is entitled to sub-contract on any terms whatsoever the whole/part of Services to any Service Provider.
5.2 It is warranted and agreed by Merchant that: (i) the Carrier's servants or agents and all Service Providers appointed by or on behalf of Carrier for any Services, in consideration flowing from such appointment, are entitled to the benefit of all Defences and liberties hereunder: (ii) in no circumstances will any Person covered by clause 5 have any liability whatsoever or howsoever caused that is greater than that of Carrier to anyone other than Carrier.
5.3 The Defences and liberties provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tort, indemnity, contribution, or any other cause of action.

6) CARRIER'S RESPONSIBILITY
6.1 (i) Merchant warrants and agrees: that Carrier is a non-vessel owning common carrier and does not own, operate, charter or lease Vessels or other means of transport, or engage in Goods handling or storage. Carrier as agents of Merchant will at their choice & discretion procure contracts with Service Providers or where necessary, and without liability for, government authorities on Merchant's behalf for any Services. Merchant is bound by and Carrier is entitled to any Defences in any tariffs, bills of lading or contracts by which such Service Providers or authorities are engaged to perform all or part of the Services. (ii) In all cases copies of the **Service Providers'/authorities' contracts, tariffs or bills of lading are available on request.**
(iii) When Hague or Hague-Visby Rules or COGSA regimes compulsorily apply, it is confirmed that liability of Carrier for loss of or damage to the Goods under (a) COGSA, does not exceed US$500 per Package or CFU and under (b) the Hague-Visby Rules does not exceed 666.67 SDRs per Package or 2 SDRs per kilogram of gross weight of the Goods, whichever is the higher and (c) the Hague Rules as compulsorily applicable. **Outside of these regimes this Bill imposes other limits. Notwithstanding, Merchant can elect to have higher compensation by declaring the value of the Goods in accordance with clause 6.3;** (iv) **Merchant's attention is drawn to limitations and exclusions herein, in clauses (amongst others) 6,7,7.4, 8 & 10.**

6.2 Port to Port Shipments
6.2.1 US shipments: If Bill includes carriage to/from the USA, Bill is subject to COGSA, the terms of which are incorporated herein and are paramount throughout the carriage by sea and for the entire time that Goods are in the actual custody of the Carrier or the Service Provider, including before loading onto or after discharge from the Vessel, in the Port Area.
6.2.2 Non-US shipments: In so far as Bill relates to carriage that is not to or from the USA; (i) Bill is subject to any law making the provisions of the Hague Rules or the Hague-Visby Rules, if any, applicable to Bill, and (ii) in respect of the period whilst Goods are in the Port Area and where the Hague Rules or Hague-Visby Rules are not compulsorily applicable, then Merchant appoints Carrier as agent to enter into any contracts on their behalf with any Person or applicable Service Provider for any Services and on any terms whatsoever **including terms less favourable than the terms in this Bill (copies of such terms being available on request).** (iii) (a) Carrier has no liability whatsoever for loss, damage, delay, non-delivery or mis-delivery of or to the Goods howsoever caused before loading onto or after discharge from the Vessel whilst at the Port Area, unless Goods are in Carrier's actual possession. (b) In the event that clause or part of clause 6.2.2 (a) is ineffective, then clause 7.4 applies.
6.2.3 Subject to any compulsory law, Hague and Hague-Visby Rules or COGSA (as applicable) shall also extend to any lighterage services and any waterborne carriage and to any coastal traffic or inland waterways. Reference to carriage by sea in the Hague or Hague-Visby Rules, COGSA or relative national law is deemed to include inland waterways.
6.2.4 Carrier is entitled to (and nothing herein operates to deprive or limit such entitlement) the full benefit and rights to all Defences and all rights conferred by any applicable law or regulation of any country (including but not limited to any provisions of Chapter 305 of Title 46 of the United States Code and any amendments thereto) and without prejudice to the generality of the foregoing also the benefit of any law or regulation whatsoever that is available to any Service Provider, including but not limited to the London Limitation Convention 1976 or any applicable convention or law governing the rights of shipowners or charterers to limit their liability in accordance with the Vessel's tonnage or value.

6.3 Through Transport
6.3.1 Carrier's Port to Port & Port Area liability for Through Transport is as per clause 6.2.
6.3.2 If for any reason clause 6.1(i) does not apply with regard to any Services and subject to clause 8.3, Merchant nevertheless acknowledges and agrees that Carrier's liability is determined in accordance with: (i) the contracts, tariffs, or bills of lading of any responsible Service Provider (& clause 6.1(ii) applies) or (ii) for shipments to or from the United States in compliance with the liability standards and defences of COGSA, or (iii) for monetary limitations clause 7.4 herein, whichever imposes the least liability on the Carrier, and (iv) where a Service Provider's lower monetary limitation is applicable Carrier is entitled to avail itself of such lower liability and under no circumstances whatsoever shall Carrier be liable to a greater extent than it can recover from the actual Service Provider engaged to perform the Services.
6.3.3 Subject to any compulsory legislation to the contrary and without prejudice to any other provisions of this Bill, if the place where the loss or damage occurred cannot be proven then Carrier's monetary liability will be determined by clause 7.4.
6.3.4 If the place where the loss or damage occurred can be proved:
6.3.5 Subject to clause 7.6, the liability of Carrier shall be determined by the provisions contained in any International Convention or law that is compulsorily applicable.
6.3.6 If there is no International Convention or other compulsory law applying, then Carrier's liability is determined by the provisions of this Bill.
6.3.7 Notice of Opting out of Carmack Amendment/ICC Termination Act of 1995: Where Through Transport commences or terminates in the United States, should for any reason it be determined that Carmack applies to the Services or this Bill, then the following applies: (i) Carrier shall arrange transport with US land Service Providers, either as ocean carriage as defined by 49 U.S.C. Section 13506, or if not so exempt, then as "contract carriage" as defined by 49 U.S.C. 13102(4), under this Bill. (ii) Merchant expressly waives all rights and remedies it may have as to Carrier and its appointed motor or rail carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time.

7) GENERAL LIABILITY AND OTHER PROVISIONS
7.1 Where Carrier's liability arises from a cause which is only contributory, Carrier is only liable to the extent that those factors have contributed to the loss or damage.
7.2.1 Subject to any Carrier's Defences, any agreed liability shall be calculated by reference to the value of the Goods as determined by any compulsory law applying or,
7.2.2 if there is no applicable compulsory law then by the FOB/FCA value of the Goods at the place and time at which they were accepted for Carriage, or
7.3 if 7.2.1 & 7.2.2 do not apply then the value shall be calculated by reference to the wholesale value of Goods of the same kind and quality at the time and place of shipment.
7.4 MAXIMUM OF MONETARY LIABILITY: 7.4 (i) Notwithstanding any term or limitation herein to the contrary except clause 6.2.1, and subject to: any higher value declared pursuant to clause 8.3; Hague Rules, COGSA or the Hague-Visby Rules or any other mandatorily applicable; clause 7.5, 10.9 and 19.3; or should any Defences herein be held to not apply, and without prejudice to any agency status of Carrier, the Carrier's maximum liability is as per clause 7.4 (ii).
7.4 (ii) Carrier's maximum liability for loss or damage or delay or mis-delivery or any other liability whatsoever in direct or indirect connection with or howsoever arising from (including without limitation from negligence of any kind) the Goods or Services will not in any circumstances whatsoever exceed a sum of (a) US$500 per Package or CFU or (b) US$2.00 per kilo of the gross weight of the Goods affected or (c) the sum of Merchant's loss or the value of such Goods or (d) the Service Providers' monetary limits of liability, **whichever is the least.**
7.5 Carrier has no liability for correction costs for any erroneous shipment of Goods to an incorrect destination. Without prejudice to the foregoing or any other Carrier's rights and remedies, if Carrier is for some reason found liable in this respect, then any liability shall be limited to a maximum sum of US$2,500.00.
7.6 (i) Where international transport conventions or international or national law are compulsorily applicable, the Bill still applies. (ii) If any conflict exists between the Bill and such compulsory conditions the latter prevails to the extent of the conflict, but no further. (iii) The Bill applies to any silence or gaps or omissions in provisions in such compulsory conditions.
7.7 It is warranted/agreed that superheat/sust, condensation, or any mould or any like condition due to moisture is not a condition of damage but is inherent to the nature of particular Goods or transport conditions and any Carrier's or Service Provider's receipt of the Goods in apparent good order and condition is not a representation that such condition of Goods did not exist on receipt.

8) AD VALOREM, FORCE MAJEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR
8.1 Force Majeure/Other Exclusions.
8.1.1 Carrier will be relieved from its duty to perform its obligations for the Services due to any Force Majeure event.
8.1.2 Under no circumstances whatsoever will Carrier have any liability directly or indirectly caused by: (i) Force Majeure or (ii) Other Exclusions as defined in clause 8.1.3.
8.1.3 Without prejudice to any other Defences, rights or remedies available to Carrier, Other Exclusions means exclusions of liabilities or obligations that are directly or indirectly related, connected or attributable to or by: (i) any act or error or omission or instructions or advices or breach of contract or warranty howsoever, of or from Merchant, (ii) wastage in bulk or weight, (iii) delay, (iv) latent defect, (v) any loss, damage or delay arising from inherent defect or quality or vice or nature of the Goods or (vi) insufficiency of packing or insufficiency or inadequacy of marks, (vii) any abandonment by Merchant, (viii) fire unless the fire was caused by the actual fault or privity of Carrier; (ix) any damage or loss or delay whatsoever and howsoever caused whilst the Goods are in the care custody or control of any government or other authority, including but not limited to government or other authority owned transit terminals, warehousing or during inspections by such government authority; (x) any liability NOT arising from or connected to the Carrier's negligence.
8.2 Delay/consequential & direct loss exclusions.
8.2.1 Carrier does not undertake or guarantee that the Goods or any documents relating thereto shall arrive or be available at any place or stage during the Services and by way of example and not by limitation at any particular time or to meet any particular requirement of any delivery, contract, sale, seasonal or other market, license, permission, convenience or credit of Merchant, or any marketing for or use of, the Goods.
8.2.2 In no circumstances whatsoever or howsoever caused (including negligence of any kind) will Carrier have any liability directly or indirectly caused by delay.
8.2.3 All exclusions of liability under this clause 8.2.3 by way of example and not limitation, apply to any losses that are direct and which flow from the natural cause of any breach or incident and also to indirect and consequential losses. These foregoing losses and any similar or like losses arising from any circumstance whatsoever are excluded (including but not limited to losses arising from negligence of any kind) whether or not the Carrier or the Merchant had knowledge or notice that all or any of the losses might be incurred: (i) Diminishment or loss of sale ability. (ii) Loss of or determent of: profits, sales or income or savings, real or potential future business, use (including but not limited to any losses for remedy and any losses already incurred or ongoing because of such loss of use), reputation, goodwill or production or increased costs of production. (iii) Increased costs of production (iv) Without limitation any business, or factory or office or scientific or exploration activity or other work environment of any kind that suffers or is threatened by any failure, interruption, suspension or stoppage or closure, of any kind and howsoever arising. (v) Any consequential stoppage, interruption or failure of any process or operation, of any description including without limitation any IT system, programme, equipment or process. (vi) Any increase in value from actual value of Goods caused by replacement value or by betterment. (vii) Due to non-viability of repair costs. (viii) Statutory or punitive damages. (ix) Fines or penalties. (x) Any pure economic losses. (xi) Any consequential, incidental, special losses or indirect damages.
8.2.4 Without prejudice to clause 8.2.2 or any other Carrier's rights and remedies whatsoever, if Carrier is for some reason found liable for delay, any such liability whatsoever or howsoever caused including but not limited to negligence of any kind, shall be limited to the Freight charged.
8.3 Ad Valorem: declared value for increased level of liability.
8.3.1(i) Notwithstanding any other provisions of this Bill, Merchant may request and obtain an increased level of liability higher than that otherwise provided for in this Bill, only by declaring in writing the value of the Goods and paying any additional Charges. Such request must be agreed in writing by Carrier prior to rendering Services. Such agreed declared value shall be substituted for the limits of liability for loss of or damage to Goods under this Bill. (ii) This declared value is not a guarantee that the true value of the Goods at destination is less than such declared value, the lower value shall be deemed to be the declared value. 8.3.1(iii) Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
8.3.2 Merchant agrees and warrants that ad valorem arrangements herein shall only apply to liability for loss of or damage to Goods.
8.4 Notification period and time bar (limitation of actions)
8.4.1 Carrier shall be deemed to have delivered Goods in the order and condition as described in this Bill unless written notice of any discrepancy indicating the general nature of such discrepancy is given at the place of delivery or at the time of the Services to the Person having the custody of the Person taking delivery under this Bill or if the loss or damage is not apparent, within three consecutive days thereafter.
8.4.2 (i) In any event Carrier shall be discharged of all liability whatsoever and howsoever arising from or in connection with the Goods or Services, including without limitation any claims for indemnity or contribution and (ii) all rights of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) suit is brought and (b) written notice thereof be given to Carrier, within one year after delivery of the Goods or the date when the Goods should have been delivered.
8.4.3 Notwithstanding clause 8.4.2, in cases where any Carrier's or Service Providers' liability arises or is caused from or attributable to or connected to (a) any agency Services provided by the Carrier or Service Provider or (b) the Carrier's or Service Providers' acts, errors or omissions or events or circumstance that occur or manifest outside of the port to port or Port Area period of transport or handling, then 8.4.2 applies except that Clause 8.4.2 (ii)(b) is deleted and replaced with: (b.i) written notice thereof be given to Carrier, within nine months from the date of the event or occurrence alleged to give rise to a cause of action against Carrier or, (b.ii) written notice thereof be given to Carrier within any period under the application of clause 6.3, whichever is the shortest period.

9) MERCHANT'S RESPONSIBILITY
Merchant agrees and warrants that:
9.1 the information, declaration, description and particulars of Goods furnished by Merchant including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers, addressing and value, are correct and that they will inform Carrier in advance of any special conditions that may apply to the Goods or Services;
9.2 they will provide all documents, information and truthfully completed for the Services and that all Goods, documents, information and Merchant, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents or information provided by Merchant are correct, lawful or sufficient;
9.3 they will ensure that all Goods are properly prepared, packed or marked and labelled to inform the relevant parties, and in a manner to withstand the ordinary risks of the Services and the Goods having regard to their nature or the method of transport/handling and in compliance with all laws, rules, regulations and requirements (whether compulsorily applicable or not) that apply and that enhance or provide best practice for the security and safety of the Goods, Container and Services;
9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transhipment or arranging of delivery mode;
9.5 they will ensure that no Goods which are or may become dangerous, hazardous, inflammable, noxious, radioactive or damaging or which are or may become liable to damage any property or Person whatsoever shall be tendered to Carrier for Services without Carrier's consent in writing. If any such Goods are tendered without such written consent or required prior arrangements in writing/labelled as such, Carrier the Goods, whether pre-declared or not, are or are liable to become dangerous or hazardous or damaging, then no liability to Carrier will attach and the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier's right to Freight & Charges and indemnity;
9.6 they will be liable by way of example and not by limitation for any direct or indirect loss, damage, delay, contamination, soiling, pollution, detention or demurrage, of whatsoever nature to or of: (i) the environment, or any property or Goods whatsoever (including but not limited to Containers) of Carrier or of the Service Providers or of any Person, or (ii) for death or injury to any Person, caused by any act or error or omission of Merchant or any Person acting on their behalf or for which Merchant is otherwise responsible and whether such events arose or occurred before or during or after the Services;
9.7.1 it is Merchant's sole responsibility and Merchant must provide to Carrier, electronically or by any means as mutually agreed, the Verified Gross Mass (VGM) of each Container prior to the deadline stipulated by Carrier for submission (Verified Cut off time). If VGM is not provided in time by the Merchant, Carrier shall be under no obligation to commence or continue Services for that Container;
9.7.2 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and at Merchant's cost, if VGM is not so provided.

10) PROVISION AND STUFFING OF CONTAINERS
The Merchant warrants and agrees that:
10.1 without prejudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Merchant in connection with or arising from the supply or use of a Container to or from and by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during or subsequent to Services;
10.2 unless prior written agreement is given by Carrier and any additional freight has been paid or agreed to be paid, Carrier is under no obligation to provide a Container of any particular type or quality;
10.3 unless otherwise confirmed by Merchant and agreed by Carrier in writing, the Goods are not temperature sensitive and do not require any special Containers, handling, storage, stowage, care or facilities;
10.4 Goods may be Stuffed by Carrier in or on Containers and Goods may be Stuffed with other goods of whatsoever nature;
10.5 Carrier or Service Provider can palletise any un-palletised Goods, or breakdown pallets, skids or the like and any and all Goods or pallets and the like can be stacked upon unless prior to receipt of the Goods Carrier has agreed in writing with Merchant that the Goods will not be so stacked and that any Charges arising from such agreement are paid;
10.6 if a Container has been Stuffed by or on behalf of Merchant then Carrier is not liable for any loss of or damage or delay to the Goods caused by: (i) the way the Container has been Stuffed; or (ii) the unsuitability of or the defective condition of the Goods or their preparation for the Services or (iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, humidity or ventilation settings; except if the Container is supplied by or on behalf of Carrier in such Container's condition or incorrect settings were not apparent upon proven diligence and inspection by the Merchant at or prior to Stuffing, then exclusion 10.6(iii) does not apply; or (iv) Stuffing Goods that are not at the correct temperature for carriage; or (v) inadequate or absence or incorrect supply of Merchant's information or instructions;
10.7 (i) Container must be delivered to Carrier with an intact high-security seal in place and photographic evidence of the seal number will be provided to Carrier, except where Carrier has given written agreement to seal the Container. In the event the Container is not so sealed by Merchant, Carrier reserves the right to return the Container to Merchant for resealing or to affix a seal, all at Merchant's cost. (ii) Carrier has no liability for damage or loss of Goods (a) in absence of such evidence, or (b) where any loss or discrepancy to Merchant's seal is evidenced prior to or after Carrier's care, custody or control, or (c) seal is intact on delivery to consignee.
10.8 Provided due diligence is exercised by Carrier to determine that Containers provided by them are in good working order prior to release to Merchant, Carrier has no liability for any delay, loss of or damage to the Goods directly or indirectly arising from any functioning or non-functioning of the Container or the temperature variant or humidity machinery or controls, insulation, or any apparatus of the Container (including but not limited to defects, derangement, breakdown or stoppage).
10.9 (i) Notwithstanding any particulars in this Bill, Carrier does not guarantee the maintenance of the temperature or humidity within a refrigerated or special Container irrespective of whether the Container is Stuffed or the temperature is set by Merchant or Carrier. (ii) Further, Carrier has no liability whatsoever if refrigerated Goods are carried in a range of plus or minus 2.5 degrees C (or Fahrenheit equivalent) from any temperature specified on the reverse side hereof.
10.10 Carrier is only liable for loss of or damage to Merchant supplied Container if caused by Carrier's negligence. Carrier's liability in this respect is limited to the market value at the time of such loss or damage or reasonable cost of repair of the Container, subject to deductions for betterment and fair wear and tear or 2 US$ per kilo of tare weight, whichever is least.
10.11 In no circumstances whatsoever will any property in, or lien or other rights in respect of any Container supplied by or on behalf of Carrier be transferred to Merchant or any Person.
10.12 Any Container supplied by or on behalf of Carrier must be returned empty & clean and in accordance with Carrier's instructions and in the same condition as received, failing which Merchant shall pay demurrage at the applicable rate & any additional costs of whatsoever nature occasioned by or related to such failure.

11) INSPECTION OF GOODS
Carrier or any Person authorized by Carrier shall be entitled, but not obliged, to open any Container or Package at any time and to inspect the Goods and at their sole discretion take whatever action that they deem necessary in relation to the Goods or Services. If Carrier exercises such liberty or if done by order of any government or other authority at any place, Carrier will not be liable for any loss or damage or delay incurred as a result. Merchant will be responsible for all Charges resulting from such inspection.

12) MATTERS AFFECTING PERFORMANCE
12.1 If at any time the Services are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including but not limited to the Goods' condition, or late collection/delivery or abandonment or breach of clause 9, by the Merchant) whenever and howsoever arising and whether due to Force Majeure or otherwise or not whether or not the Services have commenced, Carrier may at its sole discretion and without prior notice to Merchant:
12.1.1 carry the Goods to the port of discharge or place of delivery or by an alternative route to that indicated on the reverse side hereof or that which is usual for Goods consigned to that port of discharge or place of delivery; or
12.1.2 suspend the Services (but otherwise not the contract) and store Goods ashore or afloat and endeavour to conclude delivery when reasonably possible, or
12.1.3 abandon the Services and/or reject the Goods and where reasonably possible place the Goods or any part of them at Merchant's disposal at any place that Carrier may deem safe and convenient, whereupon the responsibility and any liability of Carrier in respect of such Goods and Services shall cease.
12.2 Without prejudice to any rights or remedies available to Carrier in accordance with this clause 12, Carrier is entitled to continue the Services.
12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges arising from or connected with any liberties of clause 12 exercised by the Carrier.
12.4 Carrier's responsibility for Goods shall cease on delivery or other disposition of the Goods in accordance with orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

13) METHODS AND ROUTE OF TRANSPORTATION
13.1 Carrier may at any time and without notice to Merchant and notwithstanding any named ports or routes on the reverse side hereof:
13.1.1 use any means or modes of transport or storage whatsoever;
13.1.2 load or carry the Goods on any Vessel whether named on the reverse hereof or not, or by any other means of transport whatsoever;
13.1.3 transfer at any stopping place the Goods from or to a conveyance or Container for transhipping/transloading; or load, unload or store the Goods at any place or port or forward the same in any manner whatsoever, whether scheduled or not;
13.1.4 proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest or most direct or customary or scheduled route and proceed to or stay at any place whatsoever and whenever in any order;
13.1.5 comply with any orders, directions, or recommendations given by or from (i) any Person acting or purporting to act as or on behalf of a government or authority or having such authority; or (ii) Service Providers' or Persons', contractual authority;
13.1.6 proceed with or without pilots, to tow or be towed or to be dry-docked;
13.1.7 carry Livestock, explosives, munitions, dangerous or hazardous Goods or lawful Goods of any and all kinds.
13.2 (i) The liberties set out in 13.1 may be invoked by Carrier for any purposes whatsoever and whether or not connected with the Services. (ii) Anything done in accordance with 13.1 or any delay arising therefrom shall be deemed to be within the contractual carriage/Services and Merchant agrees and warrants that such liberties shall not be a deviation of whatsoever nature or degree and Carrier shall be entitled to full Charges and Freight incurred therefrom and to all Defences.

14) MERCHANT INDEMNITY
Without limiting Merchant's other indemnity obligations herein, Merchant agrees to fully indemnify and hold harmless Carrier against all claims or liabilities or damages or costs or expenses or duties, taxes or fines or penalties or imposts and any demands or charges or fees (including but not limited to attorneys' fees) or expenses, of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

15) DECK CARGO AND LIVESTOCK
15.1 Goods, containerised or not, may be carried on or under deck without notice to Merchant and Carrier will not be required to note on the Bill any statement of on-deck carriage. Merchant agrees and warrants that notwithstanding any liberties of clause 12 exercised by the Carrier, Carrier shall not be liable for any loss or damage of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

16) NOTIFICATION AND DELIVERY CLAUSE
16.1 Any mention in this Bill of parties to be notified of arrival of Goods is solely for information purposes. Carrier has no liability whatsoever for any failure to provide such notification and such failure shall not relieve Merchant of any obligations hereunder.
16.2 Merchant shall ensure that they take immediate delivery of Goods (i) as notified to the Merchant by the Carrier or (ii) in the absence of such notice on Vessel's discharge or at delivery point shown on reverse hereof.
16.3 If Merchant fails to take delivery of Goods in accordance with clause 16.2 Carrier may without notice remove the Goods from the Container and store the Goods ashore, afloat, in the open or under cover, at the sole risk and expense of Merchant. Such storage constitutes due delivery hereunder and thereupon all liability and responsibility whatsoever of Carrier ceases.
16.4 Merchant's attention is drawn to the expiry of free storage time and Merchant's liability for demurrage costs contained in Carrier's tariff and herein.
16.5 Once the time has expired, the Goods may be stored at the sole risk and expense (including but not limited to demurrage and storage) of Merchant. However, if Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur Charges in excess of their value, Carrier may without notice to Merchant and without prejudice to any other rights or remedies, publicly or privately sell or dispose of the Goods and apply the proceeds to the Freight and any Charges.

17) BOTH-TO-BLAME COLLISION
17.1 If the Vessel comes into collision with another ship due to the negligence of the other ship and any act or neglect of the Carrier in the navigation or management of the Vessel, and Merchant receives compensation or damages paid or payable by the other non-carrying ship for any loss, damage or any claim whatsoever for the Goods or Services, the Merchant shall indemnify & hold harmless Carrier for any such compensation/damages to the extent the non-carrying ship seeks to set off, recoup or recover this from the Vessel or Carrier.
17.2 The provisions of 17.1 will 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 objects, are at fault in respect of a collision or contact.

18) GENERAL AVERAGE
18.1 Carrier may declare General Average (GA) at any place and GA is adjustable according to the current version of York-Antwerp Rules or as stated in the Service Provider's terms and conditions, at the option of Carrier. Merchant agrees to pay any GA and warrants that they shall provide any GA security as required by Carrier and shall jointly and severally contribute with the Service Provider in GA to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and any other charges incurred in respect of the Goods.
18.1 If a salvage ship is owned or operated by Carrier or Service Provider, salvage shall be paid as if the said salving ship or ships belonged to strangers. Such deposit as Carrier or Service Provider may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be paid by Merchant to Carrier before delivery.
18.3 Merchant and the Goods must contribute to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods in the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise.
18.4 Carrier is not obliged to commence or continue any obligation to take any steps whatsoever to collect security for GA or salvage contributions due from Merchant.

19) FREIGHT AND CHARGES
19.1 Freight & Charges are irrevocably earned, and fully payable by Merchant and non-returnable in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or delayed.
19.2 Freight & Charges are calculated from particulars furnished by Merchant. Carrier is entitled to production of the commercial invoice and packing list for the Goods or true copies thereof and to inspect, reweigh, remeasure and revalue the Goods. If the particulars are incorrect, Merchant shall pay Carrier the correct Freight & Charges (credit given for the Freight & Charges charged) and any costs incurred in establishing the correct particulars.
19.3 Irrespective of what is used to calculate any Freight or Charges, any Freight or Charges are to be considered for Carrier's liability purposes as "lump sum".
19.4 All Freight & Charges must be paid without any set off, counterclaim, or deduction.
19.5 When requested by any Person by Merchant in respect of any applicable Freight due to Carrier, such Person shall be considered the exclusive agent of Merchant for all purposes and any payment to such Person shall not be considered payment to Carrier. Failure of such Person to promptly pay any part of the Freight or Charges to Carrier shall be considered a default by Merchant in the payment of the Freight or Charges.
19.6 Should the Merchant fail to make timely payment of any Freight or Charges, Merchant shall be liable to Carrier for all costs and expenses of recovery of such sums from Merchant plus attorneys' fees, plus the higher of 6% interest or the available commercial interest rate in the country of recovery calculated from the due date of such sums.

20) LIEN
Carrier shall have a particular and general lien on any documents or Goods for all and any unpaid past or present sums whatsoever that are payable by Merchant to the Carrier in accordance with Services and for GA and salvage contributions to whomsoever due. Carrier can at their option hold Goods or sell the Goods at public or private sale without notice to Merchant to satisfy the lien in whole or in part. If the proceeds of sale are less than the costs and expenses including without limitation attorneys' fees fall to cover the amount due, then Carrier is entitled to recover any deficit from Merchant.

21) VARIATION OF THE CONTRACT
No amendment or waiver of or departure from any provision of this Bill shall be valid against Carrier unless such waiver or variation or departure is specifically authorised in writing by a director or officer of Carrier with actual authority to do so. Such waivers or consents by Carrier are not continuous and shall only be effective in the specific instances and purposes for which they are given.

22) PARTIAL INVALIDITY
If any provision of this Bill, in whole or in part, is held to be unenforceable by any court or Person so empowered, such unenforceability will attach only to such provision or part. Such holding will not aff

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SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)	BOOKING NO.	BILL OF LADING NO.
KORDEL ANTRIEBSTECHNIK GMBH, RÖDDER 28 28 48249 DÜLMEN DE VAT ID NO.: DE124467312 TAX NUMBER: 312/5804/0545	83670469	83670469
	EXPORT REFERENCES S2608S00398188	

CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)	FORWARDING AGENT, F.M.C. NO
HYSTER-YALE MEXICO S.A. TAX ID NME971014GNA INDUSTRIA AUTOMOTRIZ 3090 PARQUE INDUSTRIAL SALTILLO 25900**	EMO TRANS POLAND SP Z O.O. UL. WOJSKOWA 6, LOK. B10, POZNAN 60-792 PL-POLAND
	POINT AND COUNTRY OF ORIGIN OF GOODS

NOTIFY PARTY (COMPLETE NAME AND ADDRESS)	FOR DELIVERY PLEASE APPLY TO
GRUPO CARGOQUIN SA DE CV AV. DE LA INDUSTRIA NO. 708 MONTE ALTO, 89606 ALTAMIRA, TAMAULIPAS JUAN ANTONIO LARA VALERIO***	INTERTEAM S.A. DE C.V. COLIMA 114 DESPACHO 201, D.F.COLONIA ROMA 6700

PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSSHIPMENT PORT
	WROCLAW	

EXPORT CARRIER (VESSEL/VOY/FLAG)	PORT OF LOADING	LOADING PIER/TERMINAL
ADAMS TBA	BREMERHAVEN	CFS / CFS 2608313026

PORT OF DISCHARGE	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS
ALTAMIRA	ALTAMIRA, MEXICO	0/EXPRESS

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
83670469 ALM259185 1/3-3/3 ALTAMIRA	3	PALLETS GEARBOX HS:84312000 **RAMOZ ARIZPE MX, MEXICO EMAIL: EDUARDO.OLIVARES@HYSTER-YALE.COM ***PATENTE: 3329 TAX ID: LAVJ581008NI0 TAX ID GCA0107267Y9 LIC. KARLA LOZANO, TEL: (83)33857090 EJECUTIVO4@CARGOQUIN.COM	2480.200 Lbs 1125.000 Kgs	61.650 Cbf 1.746 Cbm

For notification purpose only

Container: MISC0000000/MIS12345
Size/Type: 40' High Cube Dry Container

SHIPPERS DECLARED VALUE $
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 (3) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
			TOTAL	TOTAL

RECEIVED by Carrier, so far as can be reasonably ascertained, in external apparent good order and condition (unless otherwise stated herein) the Goods as specified above for carriage from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. **Notwithstanding any local customs or privileges to the contrary, Merchant agrees on acceptance of contract or acceptance or notice of this Bill to be bound, and that the Goods and Services as evidenced herein are subject to, all terms of the Bill including but not limited to Defences (as defined), indemnities, liberties and the law & jurisdiction provisions hereof whether appearing on the front or reverse or whether printed or stamped or otherwise incorporated herein and in the Carrier's Tariff, as if all signed by the Merchant.** Above particulars of the Goods and address details are as provided and as declared by Merchant and are stated without warranty, liability or responsibility as to correctness by Carrier. Where the Bill is non-negotiable and unless Merchant gives written notice of and Carrier has given written agreement to the contrary prior to Carrier's acceptance of the Goods, or if this is an Express Bill, then Carrier may give delivery of the Goods to the named Merchant in the Consignee's box above (subject to payment of outstanding Freight and Charges), upon reasonable proof of identity and without the surrendering of any Original Bill. Where the Bill is negotiable (To Order / of) in accordance with the terms of this Bill, one original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier (together with payment of outstanding Freight and Charges) in exchange for the Goods or a Delivery Order. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated above, all of this tenor and date, and wherever as required by this Bill one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

DATED
AT _____ ON _____
BY _____

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SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)	BOOKING NO.	BILL OF LADING NO.
KORDEL ANTRIEBSTECHNIK GMBH, RÖDDER 28 28 48249 DÜLMEN DE VAT ID NO.: DE124467312 TAX NUMBER: 312/5804/0545	83670469	83670469
	EXPORT REFERENCES S2608S00398188	

CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)	FORWARDING AGENT, F.M.C. NO
HYSTER-YALE MEXICO S.A. TAX ID NME971014GNA INDUSTRIA AUTOMOTRIZ 3090 PARQUE INDUSTRIAL SALTILLO 25900**	EMO TRANS POLAND SP Z O.O. UL. WOJSKOWA 6, LOK. B10, POZNAN 60-792 PL-POLAND
	POINT AND COUNTRY OF ORIGIN OF GOODS

NOTIFY PARTY (COMPLETE NAME AND ADDRESS)	FOR DELIVERY PLEASE APPLY TO
GRUPO CARGOQUIN SA DE CV AV. DE LA INDUSTRIA NO. 708 MONTE ALTO, 89606 ALTAMIRA, TAMAULIPAS JUAN ANTONIO LARA VALERIO***	INTERTEAM S.A. DE C.V. COLIMA 114 DESPACHO 201, D.F.COLONIA ROMA 6700

PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSSHIPMENT PORT
	WROCLAW	

EXPORT CARRIER (VESSEL/VOY/FLAG)	PORT OF LOADING	LOADING PIER/TERMINAL
ADAMS TBA	BREMERHAVEN	CFS / CFS 2608313026

PORT OF DISCHARGE	PLACE OF DELIVERY BY ON CARRIER*	NUMBER OF ORIGINALS
ALTAMIRA	ALTAMIRA, MEXICO	0/EXPRESS

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
SHIPPER'S LOAD, STOW AND COUNT		FREIGHT PREPAID		
Container: MISC0000000/MIS12345 Size/Type: 40' High Cube Dry Container		Page 2 of 2	Total: 2480.200 Lbs 1125.000 Kgs	61.650 Cbf 1.746 Cbm

For notification purpose only

SHIPPERS DECLARED VALUE $
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 (3) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
			TOTAL	TOTAL

RECEIVED by Carrier, so far as can be reasonably ascertained, in external apparent good order and condition (unless otherwise stated herein) the Goods as specified above for carriage from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. **Notwithstanding any local customs or privileges to the contrary, Merchant agrees on acceptance of contract or acceptance or notice of this Bill to be bound, and that the Goods and Services as evidenced herein are subject to, all terms of the Bill including but not limited to Defences (as defined), indemnities, liberties and the law & jurisdiction provisions hereof whether appearing on the front or reverse or whether printed or stamped or otherwise incorporated herein and in the Carrier's Tariff, as if all signed by the Merchant.** Above particulars of the Goods and address details are as provided and as declared by Merchant and are stated without warranty, liability or responsibility as to correctness by Carrier. Where the Bill is non-negotiable and unless Merchant gives written notice of and Carrier has given written agreement to the contrary prior to Carrier's acceptance of the Goods, or if this is an Express Bill, then Carrier may give delivery of the Goods to the named Merchant in the Consignee's box above (subject to payment of outstanding Freight and Charges), upon reasonable proof of identity and without the surrendering of any Original Bill. Where the Bill is negotiable (To Order / of) in accordance with the terms of this Bill, one original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier (together with payment of outstanding Freight and Charges) in exchange for the Goods or a Delivery Order. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated above, all of this tenor and date, and wherever as required by this Bill one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

DATED AT GDYNIA ON AUG 28, 2026

BY **SHIPCO TRANSPORT AS CARRIER**

1) DEFINITIONS
Bill: This Bill of Lading and terms, issued or intended to be issued by the Carrier on behalf of Merchant.
Carrier: The company stated as Carrier on the reverse of this Bill as signed by Carrier or their agents. This is not indicative of Carrier's legal capacity.
CFU: Customary Freight Unit as applied under COGSA for Goods not in packages and includes a shipping unit.
Charges: Any charges relating to or directly or indirectly connected to the Goods or Services, excluding Freight. These include but are not limited to charges that are: as provided by Carrier's tariff, dead freight, ad valorem, less than full container load service, currency adjustment factor, bunker adjustment factor, surcharges, any insurance charges; amending the Bill, handling, storage, demurrage, detention, any inspection; special freight for Services for special containers; return Freight; charges arising from sale or disposition of Goods and any other Charges or expenses whatsoever, directly or indirectly arising in relation to the Goods or Services.
COGSA: The Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936 and any amendments thereto.
Container: Any container, trailer, semi-trailer, swap body, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate or transport Goods and any connected/installed equipment thereof.
Defences: Without limitation all rights, immunities, exclusions, exemptions, monetary limitations, defences, and limitations of or exoneration from/to liability, provided by law and/or any terms of this Bill or contract which might abate, bar, defeat, exonerate or reduce any liability of Carrier. This also includes without limitation the Bill's Law & Jurisdiction clause.
Force Majeure: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent, hinder or delay them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labour of any kind; civil disturbance, riot, war (whether declared or recognised by any political authority or government or not), armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any embargoes; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibition or restriction on import or export of state or governmental action.
Freight: The ocean and land-side carriage costs booked, excluding Charges.
Goods: In whole or in part, any moveable property of whatsoever type or nature supplied by or on behalf of Merchant. Includes without limitation any Container not supplied by Carrier.
Hague Rules: Provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
Hague-Visby Rules: Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and any subsequent amendments thereto.
Livestock: Any Goods that are living creatures or organisms.
Merchant: The shipper, the consignee, the receiver of the Goods, the holder of this Bill, any Person owning or entitled to the possession of the Goods or this Bill, any Person having a present or future interest in the Goods or Bill or any Person acting on behalf of any of the foregoing Persons.
Package: For limitation purposes: (i) The Container when the Goods are shipped in a Container. (ii) Where the Container is adjudged not to be a Package for limitation, then the skid, pallet, flat or other device used to consolidate the Goods to facilitate handling and transportation, whether such units of consolidation are disclosed in any portion or column on the reverse side hereof or not. (iii) Where there are no units of consolidation, then any box, carton, drum or any other packaging preparation used to facilitate the handling and transportation of the Goods. (iv) These package definitions do not apply to Goods shipped in bulk, and they supersede any inconsistent provision which may be printed, stamped or written elsewhere in this Bill.
Person(s): In whatever capacity individually or collectively any of the following: person, individual, limited liability company, business or partnership, joint venture, association, trust, government authority, body corporate or any entity or organisation and any of the foregoing's servants and agents.
Port Area: The period whilst within the confines of a port following delivery by the inland carrier to the port but prior to loading on the Vessel and also subsequent to discharge from the Vessel but prior to delivery from the port to the inland carrier, including but not limited to carriage to or from any container yard or container freight station within the port area and whilst stored or handled at such area, yard or freight station.
Port to Port Shipment: When only the port of loading and the port of discharge are shown on the reverse hereof and the place of acceptance and the final destination are unstipulated.
Service Provider(s): Excluding Carrier but otherwise includes but is not limited to any: Person, but excluding any government authority; or carrying or non-carrying Vessel, charterers, slot charterers, operators, managers, owners; stevedores or terminals; or groupage operators, road or rail transport operators; warehousemen; or any independent contractors or bailees; all parties' servants or agents including but not limited to Carrier's servants or agents of whatever type appointed by or on behalf of Carrier to perform the Services and whether in direct contractual privity with Carrier or not.
Services: All and every services or operations of whatsoever type or for any mode, and executed in any legal capacity including but not limited to ocean and inland carriage, transport, handling, warehousing and agency services undertaken or performed by or on behalf of Carrier or Service Provider in respect of or related to the Goods or any transaction or the acceptance of Merchant's instructions in the course of business whether gratuitous or not, singly or combined.
Special Drawing Rights (SDRs): As defined by the International Monetary Fund.
Stuffed: Filled, consolidated, packed, loaded, stowed or secured.
Through Transport: Arises where the Services extend beyond a Port to Port Shipment.
Vessel: Any waterborne craft used for Services under this Bill including but not limited to ocean vessels, feeder vessels, barges and other inland water vessels, and substituted vessels, whether named in Bill or not.

2) CARRIER'S TARIFF
The provisions of Carrier's tariff are incorporated herein. A copy of the tariff is available at Carrier's website as stated on the reverse hereof or otherwise upon request and is obtainable from any regulatory body with whom the tariff has been filed. In the case of inconsistency or conflict or contradiction between this Bill and the tariff, the terms of this Bill prevail.

3) WARRANTY OF AUTHORITY
Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services and that they are jointly and severally bound by these terms.

4) NON-NEGOTIABILITY OF THE BILL
This Bill is non-negotiable, unless made out "to order" or to "Bearer" in which case it is negotiable and constitutes title to the Goods. The lawful holder of a negotiable Bill is entitled to receive or to transfer the Goods herein described. Unless the Merchant requests to the contrary and such request is agreed in writing by Carrier, if on the reverse the Bill is consigned directly to a named or nominated party or the Bill is described as "Express" then this Bill is non-negotiable and delivery may be made to the named or nominated party on reasonable proof of identity and without presentation of the Bill. Merchant agrees that such delivery shall constitute due delivery hereunder.

5) CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PARTIES
5.1 Carrier is entitled to sub-contract on any terms whatsoever the whole/part of Services to any Service Provider.
5.2 It is warranted and agreed by Merchant that: (i) the Carrier's servants or agents and all Service Providers appointed by or on behalf of Carrier for any Services, in consideration flowing from such appointment, are entitled to the benefit of all Defences and liberties hereunder: (ii) in no circumstances will any Person covered by clause 5 have any liability whatsoever or howsoever caused that is greater than that of Carrier to anyone other than Carrier.
5.3 The Defences and liberties provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tort, indemnity, contribution, or any other cause of action.

6) CARRIER'S RESPONSIBILITY
6.1 (i) Merchant warrants and agrees: that Carrier is a non-vessel owning common carrier and does not own, operate, charter or lease Vessels or other means of transport, or engage in Goods handling or storage. Carrier as agents of Merchant will at their choice & discretion procure contracts with Service Providers or where necessary, and without liability for, government authorities on Merchant's behalf for any Services. Merchant is bound by and Carrier is entitled to any Defences in any tariffs, bills of lading or contracts by which such Service Providers or authorities are engaged to perform all or part of the Services. (ii) In all cases copies of the **Service Providers'/authorities' contracts, tariffs or bills of lading are available on request.**
(iii) When Hague or Hague-Visby Rules or COGSA regimes compulsorily apply, it is confirmed that liability of Carrier for loss of or damage to the Goods under (a) COGSA, does not exceed US$500 per Package or CFU and under (b) the Hague-Visby Rules does not exceed 666.67 SDRs per Package or 2 SDRs per kilogram of gross weight of the Goods, whichever is the higher and (c) the Hague Rules as compulsorily applicable. **Outside of these regimes this Bill imposes other limits. Notwithstanding, Merchant can elect to have higher compensation by declaring the value of the Goods in accordance with clause 6.3;** (iv) **Merchant's attention is drawn to limitations and exclusions herein, in clauses (amongst others) 6,7,7.4, 8 & 10.**

6.2 Port to Port Shipments
6.2.1 US shipments: If Bill includes carriage to/from the USA, Bill is subject to COGSA, the terms of which are incorporated herein and are paramount throughout the carriage by sea and for the entire time that Goods are in the actual custody of the Carrier or the Service Provider, including before loading onto or after discharge from the Vessel, in the Port Area.
6.2.2 Non-US shipments: In so far as Bill relates to carriage that is not to or from the USA; (i) Bill is subject to any law making the provisions of the Hague Rules or the Hague-Visby Rules, if any, applicable to Bill, and (ii) in respect of the period whilst Goods are in the Port Area and where the Hague Rules or Hague-Visby Rules are not compulsorily applicable, then Merchant appoints Carrier as agent to enter into any contracts on their behalf with any Person or applicable Service Provider for any Services and on any terms whatsoever **including terms less favourable than the terms in this Bill (copies of such terms being available on request).** (iii) (a) Carrier has no liability whatsoever for loss, damage, delay, non-delivery or mis-delivery of or to the Goods howsoever caused before loading onto or after discharge from the Vessel whilst at the Port Area, unless Goods are in Carrier's actual possession. (b) In the event that clause or part of clause 6.2.2 (a) is ineffective, then clause 7.4 applies.
6.2.3 Subject to any compulsory law, Hague and Hague-Visby Rules or COGSA (as applicable) shall also extend to any lighterage services and any waterborne carriage and to any coastal traffic or inland waterways. Reference to carriage by sea in the Hague or Hague-Visby Rules, COGSA or relative national law is deemed to include inland waterways.
6.2.4 Carrier is entitled to (and nothing herein operates to deprive or limit such entitlement) the full benefit and rights to all Defences and all rights conferred by any applicable law or regulation of any country (including but not limited to any provisions of Chapter 305 of Title 46 of the United States Code and any amendments thereto) and without prejudice to the generality of the foregoing also the benefit of any law or regulation whatsoever that is available to any Service Provider, including but not limited to the London Limitation Convention 1976 or any applicable convention or law governing the rights of shipowners or charterers to limit their liability in accordance with the Vessel's tonnage or value.

6.3 Through Transport
6.3.1 Carrier's Port to Port & Port Area liability for Through Transport is as per clause 6.2.
6.3.2 If for any reason clause 6.1(i) does not apply with regard to any Services and subject to clause 8.3, Merchant nevertheless acknowledges and agrees that Carrier's liability is determined in accordance with: (i) the contracts, tariffs, or bills of lading of any responsible Service Provider (& clause 6.1(ii) applies) or (ii) for shipments to or from the United States in compliance with the liability standards and defences of COGSA, or (iii) for monetary limitations clause 7.4 herein, whichever imposes the least liability on the Carrier, and (iv) where a Service Provider's lower monetary limitation is applicable Carrier is entitled to avail itself of such lower liability and under no circumstances whatsoever shall Carrier be liable to a greater extent than it can recover from the actual Service Provider engaged to perform the Services.
6.3.3 Subject to any compulsory legislation to the contrary and without prejudice to any other provisions of this Bill, if the place where the loss or damage occurred cannot be proven then Carrier's monetary liability will be determined by clause 7.4.
6.3.4 If the place where the loss or damage occurred can be proved:
6.3.5 Subject to clause 7.6, the liability of Carrier shall be determined by the provisions contained in any International Convention or law that is compulsorily applicable.
6.3.6 If there is no International Convention or other compulsory law applying, then Carrier's liability is determined by the provisions of this Bill.
6.3.7 Notice of Opting out of Carmack Amendment/ICC Termination Act of 1995: Where Through Transport commences or terminates in the United States, should for any reason it be determined that Carmack applies to the Services or this Bill, then the following applies: (i) Carrier shall arrange transport with US land Service Providers, either as ocean carriage as defined by 49 U.S.C. Section 13506, or if not so exempt, then as "contract carriage" as defined by 49 U.S.C. 13102(4), under this Bill. (ii) Merchant expressly waives all rights and remedies it may have as to Carrier and its appointed motor or rail carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time.

7) GENERAL LIABILITY AND OTHER PROVISIONS
7.1 Where Carrier's liability arises from a cause which is only contributory, Carrier is only liable to the extent that those factors have contributed to the loss or damage.
7.2.1 Subject to any Carrier's Defences, any agreed liability shall be calculated by reference to the value of the Goods as determined by any compulsory law applying or,
7.2.2 if there is no applicable compulsory law then by the FOB/FCA value of the Goods at the place and time at which they were accepted for Carriage, or
7.3 if 7.2.1 & 7.2.2 do not apply then the value shall be calculated by reference to the wholesale value of Goods of the same kind and quality at the time and place of shipment.
7.4 MAXIMUM OF MONETARY LIABILITY: 7.4 (i) Notwithstanding any term or limitation herein to the contrary except clause 6.2.1, and subject to: any higher value declared pursuant to clause 8.3; Hague Rules, COGSA or the Hague-Visby Rules or any other mandatorily applicable; clause 7.5, 10.9 and 19.3; or should any Defences herein be held to not apply, and without prejudice to any agency status of Carrier, the Carrier's maximum liability is as per clause 7.4 (ii).
7.4 (ii) Carrier's maximum liability for loss or damage or delay or mis-delivery or any other liability whatsoever in direct or indirect connection with or howsoever arising from (including without limitation from negligence of any kind) the Goods or Services will not in any circumstances whatsoever exceed a sum of (a) US$500 per Package or CFU or (b) US$2.00 per kilo of the gross weight of the Goods affected or (c) the sum of Merchant's loss or the value of such Goods or (d) the Service Providers' monetary limits of liability, **whichever is the least.**
7.5 Carrier has no liability for correction costs for any erroneous shipment of Goods to an incorrect destination. Without prejudice to the foregoing or any other Carrier's rights and remedies, if Carrier is for some reason found liable in this respect, then any liability shall be limited to a maximum sum of US$2,500.00.
7.6 (i) Where international transport conventions or international or national law are compulsorily applicable, the Bill still applies. (ii) If any conflict exists between the Bill and such compulsory conditions the latter prevails to the extent of the conflict, but no further. (iii) The Bill applies to any silence or gaps or omissions in provisions in such compulsory conditions.
7.7 It is warranted/agreed that superheat/sust, condensation, or any mould or any like condition due to moisture is not a condition of damage but is inherent to the nature of particular Goods or transport conditions and any Carrier's or Service Provider's receipt of the Goods in apparent good order and condition is not a representation that such condition of Goods did not exist on receipt.

8) AD VALOREM, FORCE MAJEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR
8.1 Force Majeure/Other Exclusions.
8.1.1 Carrier will be relieved from its duty to perform its obligations for the Services due to any Force Majeure event.
8.1.2 Under no circumstances whatsoever will Carrier have any liability directly or indirectly caused by: (i) Force Majeure or (ii) Other Exclusions as defined in clause 8.1.3.
8.1.3 Without prejudice to any other Defences, rights or remedies available to Carrier, Other Exclusions means exclusions of liabilities or obligations that are directly or indirectly related, connected or attributable to or by: (i) any act or error or omission or instructions or advices or breach of contract or warranty howsoever, of or from Merchant, (ii) wastage in bulk or weight, (iii) delay, (iv) latent defect, (v) any loss, damage or delay arising from inherent defect or quality or vice or nature of the Goods or (vi) insufficiency of packing or insufficiency or inadequacy of marks, (vii) any abandonment by Merchant, (viii) fire unless the fire was caused by the actual fault or privity of Carrier; (ix) any damage or loss or delay whatsoever and howsoever caused whilst the Goods are in the care custody or control of any government or other authority, including but not limited to government or other authority owned transit terminals, warehousing or during inspections by such government authority; (x) any liability NOT arising from or connected to the Carrier's negligence.
8.2 Delay/consequential & direct loss exclusions.
8.2.1 Carrier does not undertake or guarantee that the Goods or any documents relating thereto shall arrive or be available at any place or stage during the Services and by way of example and not by limitation at any particular time or to meet any particular requirement of any delivery, contract, sale, seasonal or other market, license, permission, convenience or credit of Merchant, or any marketing for or use of, the Goods.
8.2.2 In no circumstances whatsoever or howsoever caused (including negligence of any kind) will Carrier have any liability directly or indirectly caused by delay.
8.2.3 All exclusions of liability under this clause 8.2.3 by way of example and not limitation, apply to any losses that are direct and which flow from the natural cause of any breach or incident and also to indirect and consequential losses. These foregoing losses and any similar or like losses arising from any circumstance whatsoever are excluded (including but not limited to losses arising from negligence of any kind) whether or not the Carrier or the Merchant had knowledge or notice that all or any of the losses might be incurred: (i) Diminishment or loss of sale ability. (ii) Loss of or determent of: profits, sales or income or savings, real or potential future business, use (including but not limited to any losses for remedy and any losses already incurred or ongoing because of such loss of use), reputation, goodwill or production or increased costs of production. (iii) Increased costs of production (iv) Without limitation any business, or factory or office or scientific or exploration activity or other work environment of any kind that suffers or is threatened by any failure, interruption, suspension or stoppage or closure, of any kind and howsoever arising. (v) Any consequential stoppage, interruption or failure of any process or operation, of any description including without limitation any IT system, programme, equipment or process. (vi) Any increase in value from actual value of Goods caused by replacement value or by betterment. (vii) Due to non-viability of repair costs. (viii) Statutory or punitive damages. (ix) Fines or penalties. (x) Any pure economic losses. (xi) Any consequential, incidental, special losses or indirect damages.
8.2.4 Without prejudice to clause 8.2.2 or any other Carrier's rights and remedies whatsoever, if Carrier is for some reason found liable for delay, any such liability whatsoever or howsoever caused including but not limited to negligence of any kind, shall be limited to the Freight charged.
8.3 Ad Valorem: declared value for increased level of liability.
8.3.1(i) Notwithstanding any other provisions of this Bill, Merchant may request and obtain an increased level of liability higher than that otherwise provided for in this Bill, only by declaring in writing the value of the Goods and paying any additional Charges. Such request must be agreed in writing by Carrier prior to rendering Services. Such agreed declared value shall be substituted for the limits of liability for loss of or damage to Goods under this Bill. (ii) This declared value is not a guarantee that the true value of the Goods at destination is less than such declared value, the lower value shall be deemed to be the declared value. 8.3.1(iii) Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
8.3.2 Merchant agrees and warrants that ad valorem arrangements herein shall only apply to liability for loss of or damage to Goods.
8.4 Notification period and time bar (limitation of actions)
8.4.1 Carrier shall be deemed to have delivered Goods in the order and condition as described in this Bill unless written notice of any discrepancy indicating the general nature of such discrepancy is given at the place of delivery or at the time of the Services to the Person having the custody of the Person taking delivery under this Bill or if the loss or damage is not apparent, within three consecutive days thereafter.
8.4.2 (i) In any event Carrier shall be discharged of all liability whatsoever and howsoever arising from or in connection with the Goods or Services, including without limitation any claims for indemnity or contribution and (ii) all rights of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) suit is brought and (b) written notice thereof be given to Carrier, within one year after delivery of the Goods or the date when the Goods should have been delivered.
8.4.3 Notwithstanding clause 8.4.2, in cases where any Carrier's or Service Providers' liability arises or is caused from or attributable to or connected to (a) any agency Services provided by the Carrier or Service Provider or (b) the Carrier's or Service Providers' acts, errors or omissions or events or circumstance that occur or manifest outside of the port to port or Port Area period of transport or handling, then 8.4.2 applies except that Clause 8.4.2 (ii)(b) is deleted and replaced with: (b.i) written notice thereof be given to Carrier, within nine months from the date of the event or occurrence alleged to give rise to a cause of action against Carrier or, (b.ii) written notice thereof be given to Carrier within any period under the application of clause 6.3, whichever is the shortest period.

9) MERCHANT'S RESPONSIBILITY
Merchant agrees and warrants that:
9.1 the information, declaration, description and particulars of Goods furnished by Merchant including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers, addressing and value, are correct and that they will inform Carrier in advance of any special conditions that may apply to the Goods or Services;
9.2 they will provide all documents, information and truthfully completed for the Services and that all Goods, documents, information and Merchant, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents or information provided by Merchant are correct, lawful or sufficient;
9.3 they will ensure that all Goods are properly prepared, packed or marked and labelled to inform the relevant parties, and in a manner to withstand the ordinary risks of the Services and the Goods having regard to their nature or the method of transport/handling and in compliance with all laws, rules, regulations and requirements (whether compulsorily applicable or not) that apply and that enhance or provide best practice for the security and safety of the Goods, Container and Services;
9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transhipment or arranging of delivery mode;
9.5 they will ensure that no Goods which are or may become dangerous, hazardous, inflammable, noxious, radioactive or damaging or which are or may become liable to damage any property or Person whatsoever shall be tendered to Carrier for Services without Carrier's consent in writing. If any such Goods are tendered without such written consent or required prior arrangements in writing/labelled as such, Carrier the Goods, whether pre-declared or not, are or are liable to become dangerous or hazardous or damaging, then no liability to Carrier will attach and the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier's right to Freight & Charges and indemnity;
9.6 they will be liable by way of example and not by limitation for any direct or indirect loss, damage, delay, contamination, soiling, pollution, detention or demurrage, of whatsoever nature to or of: (i) the environment, or any property or Goods whatsoever (including but not limited to Containers) of Carrier or of the Service Providers or of any Person, or (ii) for death or injury to any Person, caused by any act or error or omission of Merchant or any Person acting on their behalf or for which Merchant is otherwise responsible and whether such events arose or occurred before or during or after the Services;
9.7.1 it is Merchant's sole responsibility and Merchant must provide to Carrier, electronically or by any means as mutually agreed, the Verified Gross Mass (VGM) of each Container prior to the deadline stipulated by Carrier for submission (Verified Cut off time). If VGM is not provided in time by the Merchant, Carrier shall be under no obligation to commence or continue Services for that Container;
9.7.2 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and at Merchant's cost, if VGM is not so provided.

10) PROVISION AND STUFFING OF CONTAINERS
The Merchant warrants and agrees that:
10.1 without prejudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Merchant in connection with or arising from the supply or use of a Container to or from and by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during or subsequent to Services;
10.2 unless prior written agreement is given by Carrier and any additional freight has been paid or agreed to be paid, Carrier is under no obligation to provide a Container of any particular type or quality;
10.3 unless otherwise confirmed by Merchant and agreed by Carrier in writing, the Goods are not temperature sensitive and do not require any special Containers, handling, storage, stowage, care or facilities;
10.4 Goods may be Stuffed by Carrier in or on Containers and Goods may be Stuffed with other goods of whatsoever nature;
10.5 Carrier or Service Provider can palletise any un-palletised Goods, or breakdown pallets, skids or the like and any and all Goods or pallets and the like can be stacked upon unless prior to receipt of the Goods Carrier has agreed in writing with Merchant that the Goods will not be so stacked and that any Charges arising from such agreement are paid;
10.6 if a Container has been Stuffed by or on behalf of Merchant then Carrier is not liable for any loss of or damage or delay to the Goods caused by: (i) the way the Container has been Stuffed; or (ii) the unsuitability of or the defective condition of the Goods or their preparation for the Services or (iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, humidity or ventilation settings; except if the Container is supplied by or on behalf of Carrier in such Container's condition or incorrect settings were not apparent upon proven diligence and inspection by the Merchant at or prior to Stuffing, then exclusion 10.6(iii) does not apply; or (iv) Stuffing Goods that are not at the correct temperature for carriage; or (v) inadequate or absence or incorrect supply of Merchant's information or instructions;
10.7 (i) Container must be delivered to Carrier with an intact high-security seal in place and photographic evidence of the seal number will be provided to Carrier, except where Carrier has given written agreement to seal the Container. In the event the Container is not so sealed by Merchant, Carrier reserves the right to return the Container to Merchant for resealing or to affix a seal, all at Merchant's cost. (ii) Carrier has no liability for damage or loss of Goods (a) in absence of such evidence, or (b) where any loss or discrepancy to Merchant's seal is evidenced prior to or after Carrier's care, custody or control, or (c) seal is intact on delivery to consignee.
10.8 Provided due diligence is exercised by Carrier to determine that Containers provided by them are in good working order prior to release to Merchant, Carrier has no liability for any delay, loss of or damage to the Goods directly or indirectly arising from any functioning or non-functioning of the Container or the temperature variant or humidity machinery or controls, insulation, or any apparatus of the Container (including but not limited to defects, derangement, breakdown or stoppage).
10.9 (i) Notwithstanding any particulars in this Bill, Carrier does not guarantee the maintenance of the temperature or humidity within a refrigerated or special Container irrespective of whether the Container is Stuffed or the temperature is set by Merchant or Carrier. (ii) Further, Carrier has no liability whatsoever if refrigerated Goods are carried in a range of plus or minus 2.5 degrees C (or Fahrenheit equivalent) from any temperature specified on the reverse side hereof.
10.10 Carrier is only liable for loss of or damage to Merchant supplied Container if caused by Carrier's negligence. Carrier's liability in this respect is limited to the market value at the time of such loss or damage or reasonable cost of repair of the Container, subject to deductions for betterment and fair wear and tear or 2 US$ per kilo of tare weight, whichever is least.
10.11 In no circumstances whatsoever will any property in, or lien or other rights in respect of any Container supplied by or on behalf of Carrier be transferred to Merchant or any Person.
10.12 Any Container supplied by or on behalf of Carrier must be returned empty & clean and in accordance with Carrier's instructions and in the same condition as received, failing which Merchant shall pay demurrage at the applicable rate & any additional costs of whatsoever nature occasioned by or related to such failure.

11) INSPECTION OF GOODS
Carrier or any Person authorized by Carrier shall be entitled, but not obliged, to open any Container or Package at any time and to inspect the Goods and at their sole discretion take whatever action that they deem necessary in relation to the Goods or Services. If Carrier exercises such liberty or if done by order of any government or other authority at any place, Carrier will not be liable for any loss or damage or delay incurred as a result. Merchant will be responsible for all Charges resulting from such inspection.

12) MATTERS AFFECTING PERFORMANCE
12.1 If at any time the Services are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including but not limited to the Goods' condition, or late collection/delivery or abandonment or breach of clause 9, by the Merchant) whenever and howsoever arising and whether due to Force Majeure or otherwise or not whether or not the Services have commenced, Carrier may at its sole discretion and without prior notice to Merchant:
12.1.1 carry the Goods to the port of discharge or place of delivery or by an alternative route to that indicated on the reverse side hereof or that which is usual for Goods consigned to that port of discharge or place of delivery; or
12.1.2 suspend the Services (but otherwise not the contract) and store Goods ashore or afloat and endeavour to conclude delivery when reasonably possible, or
12.1.3 abandon the Services and/or reject the Goods and where reasonably possible place the Goods or any part of them at Merchant's disposal at any place that Carrier may deem safe and convenient, whereupon the responsibility and any liability of Carrier in respect of such Goods and Services shall cease.
12.2 Without prejudice to any rights or remedies available to Carrier in accordance with this clause 12, Carrier is entitled to continue the Services.
12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges arising from or connected with any liberties of clause 12 exercised by the Carrier.
12.4 Carrier's responsibility for Goods shall cease on delivery or other disposition of the Goods in accordance with orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

13) METHODS AND ROUTE OF TRANSPORTATION
13.1 Carrier may at any time and without notice to Merchant and notwithstanding any named ports or routes on the reverse side hereof:
13.1.1 use any means or modes of transport or storage whatsoever;
13.1.2 load or carry the Goods on any Vessel whether named on the reverse hereof or not, or by any other means of transport whatsoever;
13.1.3 transfer at any stopping place the Goods from or to a conveyance or Container for transhipping/transloading; or load, unload or store the Goods at any place or port or forward the same in any manner whatsoever, whether scheduled or not;
13.1.4 proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest or most direct or customary or scheduled route and proceed to or stay at any place whatsoever and whenever in any order;
13.1.5 comply with any orders, directions, or recommendations given by or from (i) any Person acting or purporting to act as or on behalf of a government or authority or having such authority; or (ii) Service Providers' or Persons', contractual authority;
13.1.6 proceed with or without pilots, to tow or be towed or to be dry-docked;
13.1.7 carry Livestock, explosives, munitions, dangerous or hazardous Goods or lawful Goods of any and all kinds.
13.2 (i) The liberties set out in 13.1 may be invoked by Carrier for any purposes whatsoever and whether or not connected with the Services. (ii) Anything done in accordance with 13.1 or any delay arising therefrom shall be deemed to be within the contractual carriage/Services and Merchant agrees and warrants that such liberties shall not be a deviation of whatsoever nature or degree and Carrier shall be entitled to full Charges and Freight incurred therefrom and to all Defences.

14) MERCHANT INDEMNITY
Without limiting Merchant's other indemnity obligations herein, Merchant agrees to fully indemnify and hold harmless Carrier against all claims or liabilities or damages or costs or expenses or duties, taxes or fines or penalties or imposts and any demands or charges or fees (including but not limited to attorneys' fees) or expenses, of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

15) DECK CARGO AND LIVESTOCK
15.1 Goods, containerised or not, may be carried on or under deck without notice to Merchant and Carrier will not be required to note on the Bill any statement of on-deck carriage. Merchant agrees and warrants that notwithstanding any liberties of clause 12 exercised by the Carrier, Carrier shall not be liable for any loss or damage of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

16) NOTIFICATION AND DELIVERY CLAUSE
16.1 Any mention in this Bill of parties to be notified of arrival of Goods is solely for information purposes. Carrier has no liability whatsoever for any failure to provide such notification and such failure shall not relieve Merchant of any obligations hereunder.
16.2 Merchant shall ensure that they take immediate delivery of Goods (i) as notified to the Merchant by the Carrier or (ii) in the absence of such notice on Vessel's discharge or at delivery point shown on reverse hereof.
16.3 If Merchant fails to take delivery of Goods in accordance with clause 16.2 Carrier may without notice remove the Goods from the Container and store the Goods ashore, afloat, in the open or under cover, at the sole risk and expense of Merchant. Such storage constitutes due delivery hereunder and thereupon all liability and responsibility whatsoever of Carrier ceases.
16.4 Merchant's attention is drawn to the expiry of free storage time and Merchant's liability for demurrage costs contained in Carrier's tariff and herein.
16.5 Once the time has expired, the Goods may be stored at the sole risk and expense (including but not limited to demurrage and storage) of Merchant. However, if Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur Charges in excess of their value, Carrier may without notice to Merchant and without prejudice to any other rights or remedies, publicly or privately sell or dispose of the Goods and apply the proceeds to the Freight and any Charges.

17) BOTH-TO-BLAME COLLISION
17.1 If the Vessel comes into collision with another ship due to the negligence of the other ship and any act or neglect of the Carrier in the navigation or management of the Vessel, and Merchant receives compensation or damages paid or payable by the other non-carrying ship for any loss, damage or any claim whatsoever for the Goods or Services, the Merchant shall indemnify & hold harmless Carrier for any such compensation/damages to the extent the non-carrying ship seeks to set off, recoup or recover this from the Vessel or Carrier.
17.2 The provisions of 17.1 will 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 objects, are at fault in respect of a collision or contact.

18) GENERAL AVERAGE
18.1 Carrier may declare General Average (GA) at any place and GA is adjustable according to the current version of York-Antwerp Rules or as stated in the Service Provider's terms and conditions, at the option of Carrier. Merchant agrees to pay any GA and warrants that they shall provide any GA security as required by Carrier and shall jointly and severally contribute with the Service Provider in GA to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and any other charges incurred in respect of the Goods.
18.1 If a salvage ship is owned or operated by Carrier or Service Provider, salvage shall be paid as if the said salving ship or ships belonged to strangers. Such deposit as Carrier or Service Provider may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be paid by Merchant to Carrier before delivery.
18.3 Merchant and the Goods must contribute to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods in the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise.
18.4 Carrier is not obliged to commence or continue any obligation to take any steps whatsoever to collect security for GA or salvage contributions due from Merchant.

19) FREIGHT AND CHARGES
19.1 Freight & Charges are irrevocably earned, and fully payable by Merchant and non-returnable in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or delayed.
19.2 Freight & Charges are calculated from particulars furnished by Merchant. Carrier is entitled to production of the commercial invoice and packing list for the Goods or true copies thereof and to inspect, reweigh, remeasure and revalue the Goods. If the particulars are incorrect, Merchant shall pay Carrier the correct Freight & Charges (credit given for the Freight & Charges charged) and any costs incurred in establishing the correct particulars.
19.3 Irrespective of what is used to calculate any Freight or Charges, any Freight or Charges are to be considered for Carrier's liability purposes as "lump sum".
19.4 All Freight & Charges must be paid without any set off, counterclaim, or deduction.
19.5 When requested by any Person by Merchant in respect of any applicable Freight due to Carrier, such Person shall be considered the exclusive agent of Merchant for all purposes and any payment to such Person shall not be considered payment to Carrier. Failure of such Person to promptly pay any part of the Freight or Charges to Carrier shall be considered a default by Merchant in the payment of the Freight or Charges.
19.6 Should the Merchant fail to make timely payment of any Freight or Charges, Merchant shall be liable to Carrier for all costs and expenses of recovery of such sums from Merchant plus attorneys' fees, plus the higher of 6% interest or the available commercial interest rate in the country of recovery calculated from the due date of such sums.

20) LIEN
Carrier shall have a particular and general lien on any documents or Goods for all and any unpaid past or present sums whatsoever that are payable by Merchant to the Carrier in accordance with Services and for GA and salvage contributions to whomsoever due. Carrier can at their option hold Goods or sell the Goods at public or private sale without notice to Merchant to satisfy the lien in whole or in part. If the proceeds of sale are less than the costs and expenses including without limitation attorneys' fees fall to cover the amount due, then Carrier is entitled to recover any deficit from Merchant.

21) VARIATION OF THE CONTRACT
No amendment or waiver of or departure from any provision of this Bill shall be valid against Carrier unless such waiver or variation or departure is specifically authorised in writing by a director or officer of Carrier with actual authority to do so. Such waivers or consents by Carrier are not continuous and shall only be effective in the specific instances and purposes for which they are given.

22) PARTIAL INVALIDITY
If any provision of this Bill, in whole or in part, is held to be unenforceable by any court or Person so empowered, such unenforceability will attach only to such provision or part. Such holding will not aff

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SHIPCO TRANSPORT
Draft

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SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)	BOOKING NO.	BILL OF LADING NO.
MAERSK LOGISTICS & SERVICES DENMARK BREDSKIFTE ALLE 13 AARHUS V 8210 DENMARK 89316100 DENMARK.LCL.EXP@LNS.MAERSK.COM	83671271	83671271
	EXPORT REFERENCES S26SAAR0073871_LCL	

CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)	FORWARDING AGENT, F.M.C. NO
DAMCO LOGISTICS MEXICO SA DE CV CP. 11000 RFC: DLM000704FD6 BOULEVARD MANUEL AVILA CAMACHO 32, PISO 21, LOMAS DE CHAPULTEPEC, MIGUEL HIDALGO, III SECCION, MEXICO CRISTINA CARMONA C.MENESES.CARMONA@LNS.MAERSK.COM	MAERSK LOGISTICS & SERVICES DENMARK A/S BREDSKIFTE ALLE 13 AARHUS C 8210 DK-DENMARK 89316100
	POINT AND COUNTRY OF ORIGIN OF GOODS

NOTIFY PARTY (COMPLETE NAME AND ADDRESS)	FOR DELIVERY PLEASE APPLY TO
SAME AS CONSIGNEE	INTERTEAM S.A.DE C.V. COLIMA 114 DESPACHO 201 COLONIA ROMA, C.P. 06700 MEXICO D.F. MEXICO PHONE: 0052-551-469-15

PRE-CARRIAGE BY*	PLACE OF RECEIPT BY PRE-CARRIER*	TRANSSHIPMENT PORT
	DOOR AARHUS C, 8000	
EXPORT CARRIER (VESSEL/VOY/FLAG)	**PORT OF LOADING**	**LOADING PIER/TERMINAL**
PORTO KAGIO 633W	BREMERHAVEN	DOOR / CFS
PORT OF DISCHARGE	**PLACE OF DELIVERY BY ON CARRIER***	**NUMBER OF ORIGINALS**
ALTAMIRA	ALTAMIRA, MEXICO	0/EXPRESS

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS/CONTAINER NOS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
VESTAS FO: 5200026974	1	PALLET S.T.C. SPARE PARTS FOR WIND TURBINES HS CODE: 76109090 INVOICE: 99906 68572 OCEAN FREIGHT = 251,75 USD FREIGHT PREPAID	628.317 Lbs 285.000 Kgs	93.407 Cbf 2.645 Cbm
Due to ongoing operational and regional constraints affecting logistics flows into the Middle East, shipments destined for this region may experience delays. Additionally, extra charges may apply depending on the final routing and service adjustments required.				
		Page 1 of 1 Total:	628.317 Lbs 285.000 Kgs	93.407 Cbf 2.645 Cbm

For notification purpose only

SHIPPERS DECLARED VALUE $
SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 8 (3) OF THIS B/L

FREIGHT & CHARGES	BASIS	RATE	PREPAID	COLLECT
			TOTAL	TOTAL

RECEIVED by Carrier, so far as can be reasonably ascertained, in external apparent good order and condition (unless otherwise stated herein) the Goods as specified above for carriage from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable.**Notwithstanding any local customs or privileges to the contrary, Merchant agrees on acceptance of contract or acceptance or notice of this Bill to be bound, and that the Goods and Services as evidenced herein are subject to, all terms of the Bill including but not limited to Defences (as defined), indemnities, liberties and the law & jurisdiction provisions hereof whether appearing on the front or reverse or whether printed or stamped or otherwise incorporated herein and in the Carrier's Tariff, as if all signed by the Merchant.**Above particulars of the Goods and address details are as provided and as declared by Merchant and are stated without warranty, liability or responsibility as to correctness by Carrier. Where the Bill is non-negotiable and unless Merchant gives written notice of and Carrier has given written agreement to the contrary prior to Carrier's acceptance of the Goods, or if this is an Express Bill, then Carrier may give delivery of the Goods to the named Merchant in the Consignee's box above (subject to payment of outstanding Freight and Charges), upon reasonable proof of identity and without the surrendering of any Original Bill. Where the Bill is negotiable (To Order / of) in accordance with the terms of this Bill, one original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier (together with payment of outstanding Freight and Charges) in exchange for the Goods or a Delivery Order. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated above, all of this tenor and date, and wherever as required by this Bill one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

DATED AT COPENHAGEN ON AUG 21, 2026

BY **SHIPCO TRANSPORT. AS CARRIER**

DRAFT

1) DEFINITIONS
Bill: This Bill of Lading and terms, issued or intended to be issued by the Carrier on behalf of Merchant.
Carrier: The company stated as Carrier on the reverse of this Bill as signed by Carrier or their agents. This is not indicative of Carrier's legal capacity.
CFU: Customary Freight Unit as applied under COGSA for Goods not in packages and includes a shipping unit.
Charges: Any charges relating to or directly or indirectly connected to the Goods or Services, excluding Freight. These include but are not limited to charges that are: as provided by Carrier's tariff, dead freight, ad valorem, less than full container load service, currency adjustment factor, bunker adjustment factor, surcharges, any insurance charges; amending the Bill, handling, storage, demurrage, detention, any inspection; special freight for Services for special containers; return Freight; charges arising from sale or disposition of Goods and any other Charges or expenses whatsoever, directly or indirectly arising in relation to the Goods or Services.
COGSA: The Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936 and any amendments thereto.
Container: Any container, trailer, semi-trailer, swap body, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate or transport Goods and any connected/installed equipment thereof.
Defences: Without limitation all rights, immunities, exclusions, exemptions, monetary limitations, defences, and limitations of or exoneration from/to liability, provided by law and/or any terms of this Bill or contract which might abate, bar, defeat, exonerate or reduce any liability of Carrier. This also includes without limitation the Bill's Law & Jurisdiction clause.
Force Majeure: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent, hinder or delay them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labour of any kind; civil disturbance, riot, war (whether declared or recognised by any political authority or government or not), armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any embargoes; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibition or restriction on import or export of state or governmental action.
Freight: The ocean and land-side carriage costs booked, excluding Charges.
Goods: In whole or in part, any moveable property of whatsoever type or nature supplied by or on behalf of Merchant. Includes without limitation any Container not supplied by Carrier.
Hague Rules: Provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
Hague-Visby Rules: Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and any subsequent amendments thereto.
Livestock: Any Goods that are living creatures or organisms.
Merchant: The shipper, the consignee, the receiver of the Goods, the holder of this Bill, any Person owning or entitled to the possession of the Goods or this Bill, any Person having a present or future interest in the Goods or Bill or any Person acting on behalf of any of the foregoing Persons.
Package: For limitation purposes: (i) The Container when the Goods are shipped in a Container. (ii) Where the Container is adjudged not to be a Package for limitation, then the skid, pallet, flat or other device used to consolidate the Goods to facilitate handling and transportation, whether such units of consolidation are disclosed in any portion or column on the reverse side hereof or not. (iii) Where there are no units of consolidation, then any box, carton, drum or any other packaging preparation used to facilitate the handling and transportation of the Goods. (iv) These package definitions do not apply to Goods shipped in bulk, and they supersede any inconsistent provision which may be printed, stamped or written elsewhere in this Bill.
Person(s): In whatever capacity individually or collectively any of the following: person, individual, limited liability company, business or partnership, joint venture, association, trust, government authority, body corporate or any entity or organisation and any of the foregoing's servants and agents.
Port Area: The period whilst within the confines of a port following delivery by the inland carrier to the port but prior to loading on the Vessel and also subsequent to discharge from the Vessel but prior to delivery from the port to the inland carrier, including but not limited to carriage to or from any container yard or container freight station within the port area and whilst stored or handled at such area, yard or freight station.
Port to Port Shipment: When only the port of loading and the port of discharge are shown on the reverse hereof and the place of acceptance and the final destination are unstipulated.
Service Provider(s): Excluding Carrier but otherwise includes but is not limited to any: Person, but excluding any government authority; or carrying or non-carrying Vessel, charterers, slot charterers, operators, managers, owners; stevedores or terminals; or groupage operators, road or rail transport operators; warehousemen; or any independent contractors or bailees; all parties' servants or agents including but not limited to Carrier's servants or agents of whatever type appointed by or on behalf of Carrier to perform the Services and whether in direct contractual privity with Carrier or not.
Services: All and every services or operations of whatsoever type or for any mode, and executed in any legal capacity including but not limited to ocean and inland carriage, transport, handling, warehousing and agency services undertaken or performed by or on behalf of Carrier or Service Provider in respect of or related to the Goods or any transaction or the acceptance of Merchant's instructions in the course of business whether gratuitous or not, singly or combined.
Special Drawing Rights (SDRs): As defined by the International Monetary Fund.
Stuffed: Filled, consolidated, packed, loaded, stowed or secured.
Through Transport: Arises where the Services extend beyond a Port to Port Shipment.
Vessel: Any waterborne craft used for Services under this Bill including but not limited to ocean vessels, feeder vessels, barges and other inland water vessels, and substituted vessels, whether named in Bill or not.

2) CARRIER'S TARIFF
The provisions of Carrier's tariff are incorporated herein. A copy of the tariff is available at Carrier's website as stated on the reverse hereof or otherwise upon request and is obtainable from any regulatory body with whom the tariff has been filed. In the case of inconsistency or conflict or contradiction between this Bill and the tariff, the terms of this Bill prevail.

3) WARRANTY OF AUTHORITY
Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services and that they are jointly and severally bound by these terms.

4) NON-NEGOTIABILITY OF THE BILL
This Bill is non-negotiable, unless made out "to order" or to "Bearer" in which case it is negotiable and constitutes title to the Goods. The lawful holder of a negotiable Bill is entitled to receive or to transfer the Goods herein described. Unless the Merchant requests to the contrary and such request is agreed in writing by Carrier, if on the reverse the Bill is consigned directly to a named or nominated party or the Bill is described as "Express" then this Bill is non-negotiable and delivery may be made to the named or nominated party on reasonable proof of identity and without presentation of the Bill. Merchant agrees that such delivery shall constitute due delivery hereunder.

5) CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PARTIES
5.1 Carrier is entitled to sub-contract on any terms whatsoever the whole/part of Services to any Service Provider.
5.2 It is warranted and agreed by Merchant that: (i) the Carrier's servants or agents and all Service Providers appointed by or on behalf of Carrier for any Services, in consideration flowing from such appointment, are entitled to the benefit of all Defences and liberties hereunder: (ii) in no circumstances will any Person covered by clause 5 have any liability whatsoever or howsoever caused that is greater than that of Carrier to anyone other than Carrier.
5.3 The Defences and liberties provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tort, indemnity, contribution, or any other cause of action.

6) CARRIER'S RESPONSIBILITY
6.1 (i) Merchant warrants and agrees: that Carrier is a non-vessel owning common carrier and does not own, operate, charter or lease Vessels or other means of transport, or engage in Goods handling or storage. Carrier as agents of Merchant will at their choice & discretion procure contracts with Service Providers or where necessary, and without liability for, government authorities on Merchant's behalf for any Services. Merchant is bound by and Carrier is entitled to any Defences in any tariffs, bills of lading or contracts by which such Service Providers or authorities are engaged to perform all or part of the Services. (ii) In all cases copies of the **Service Providers'/authorities' contracts, tariffs or bills of lading are available on request.**
(iii) When Hague or Hague-Visby Rules or COGSA regimes compulsorily apply, it is confirmed that liability of Carrier for loss of or damage to the Goods under (a) COGSA, does not exceed US$500 per Package or CFU and under (b) the Hague-Visby Rules does not exceed 666.67 SDRs per Package or 2 SDRs per kilogram of gross weight of the Goods, whichever is the higher and (c) the Hague Rules as compulsorily applicable. **Outside of these regimes this Bill imposes other limits. Notwithstanding, Merchant can elect to have higher compensation by declaring the value of the Goods in accordance with clause 6.3;** (iv) **Merchant's attention is drawn to limitations and exclusions herein, in clauses (amongst others) 6,7,7.4, 8 & 10.**

6.2 Port to Port Shipments
6.2.1 US shipments: If Bill includes carriage to/from the USA, Bill is subject to COGSA, the terms of which are incorporated herein and are paramount throughout the carriage by sea and for the entire time that Goods are in the actual custody of the Carrier or the Service Provider, including before loading onto or after discharge from the Vessel, in the Port Area.
6.2.2 Non-US shipments: In so far as Bill relates to carriage that is not to or from the USA; (i) Bill is subject to any law making the provisions of the Hague Rules or the Hague-Visby Rules, if any, applicable to Bill, and (ii) in respect of the period whilst Goods are in the Port Area and where the Hague Rules or Hague-Visby Rules are not compulsorily applicable, then Merchant appoints Carrier as agent to enter into any contracts on their behalf with any Person or applicable Service Provider for any Services and on any terms whatsoever **including terms less favourable than the terms in this Bill (copies of such terms being available on request).** (iii) (a) Carrier has no liability whatsoever for loss, damage, delay, non-delivery or mis-delivery of or to the Goods howsoever caused before loading onto or after discharge from the Vessel whilst at the Port Area, unless Goods are in Carrier's actual possession. (b) In the event that clause or part of clause 6.2.2 (a) is ineffective, then clause 7.4 applies.
6.2.3 Subject to any compulsory law, Hague and Hague-Visby Rules or COGSA (as applicable) shall also extend to any lighterage services and any waterborne carriage and to any coastal traffic or inland waterways. Reference to carriage by sea in the Hague or Hague-Visby Rules, COGSA or relative national law is deemed to include inland waterways.
6.2.4 Carrier is entitled to (and nothing herein operates to deprive or limit such entitlement) the full benefit and rights to all Defences and all rights conferred by any applicable law or regulation of any country (including but not limited to any provisions of Chapter 305 of Title 46 of the United States Code and any amendments thereto) and without prejudice to the generality of the foregoing also the benefit of any law or regulation whatsoever that is available to any Service Provider, including but not limited to the London Limitation Convention 1976 or any applicable convention or law governing the rights of shipowners or charterers to limit their liability in accordance with the Vessel's tonnage or value.

6.3 Through Transport
6.3.1 Carrier's Port to Port & Port Area liability for Through Transport is as per clause 6.2.
6.3.2 If for any reason clause 6.1(i) does not apply with regard to any Services and subject to clause 8.3, Merchant nevertheless acknowledges and agrees that Carrier's liability is determined in accordance with: (i) the contracts, tariffs, or bills of lading of any responsible Service Provider (& clause 6.1(ii) applies) or (ii) for shipments to or from the United States in compliance with the liability standards and defences of COGSA, or (iii) for monetary limitations clause 7.4 herein, whichever imposes the least liability on the Carrier, and (iv) where a Service Provider's lower monetary limitation is applicable Carrier is entitled to avail itself of such lower liability and under no circumstances whatsoever shall Carrier be liable to a greater extent than it can recover from the actual Service Provider engaged to perform the Services.
6.3.3 Subject to any compulsory legislation to the contrary and without prejudice to any other provisions of this Bill, if the place where the loss or damage occurred cannot be proven then Carrier's monetary liability will be determined by clause 7.4.
6.3.4 If the place where the loss or damage occurred can be proved:
6.3.5 Subject to clause 7.6, the liability of Carrier shall be determined by the provisions contained in any International Convention or law that is compulsorily applicable.
6.3.6 If there is no International Convention or other compulsory law applying, then Carrier's liability is determined by the provisions of this Bill.
6.3.7 Notice of Opting out of Carmack Amendment/ICC Termination Act of 1995: Where Through Transport commences or terminates in the United States, should for any reason it be determined that Carmack applies to the Services or this Bill, then the following applies: (i) Carrier shall arrange transport with US land Service Providers, either as ocean carriage as defined by 49 U.S.C. Section 13506, or if not so exempt, then as "contract carriage" as defined by 49 U.S.C. 13102(4), under this Bill. (ii) Merchant expressly waives all rights and remedies it may have as to Carrier and its appointed motor or rail carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time.

7) GENERAL LIABILITY AND OTHER PROVISIONS
7.1 Where Carrier's liability arises from a cause which is only contributory, Carrier is only liable to the extent that those factors have contributed to the loss or damage.
7.2.1 Subject to any Carrier's Defences, any agreed liability shall be calculated by reference to the value of the Goods as determined by any compulsory law applying or,
7.2.2 if there is no applicable compulsory law then by the FOB/FCA value of the Goods at the place and time at which they were accepted for Carriage, or
7.3 if 7.2.1 & 7.2.2 do not apply then the value shall be calculated by reference to the wholesale value of Goods of the same kind and quality at the time and place of shipment.
7.4 MAXIMUM OF MONETARY LIABILITY: 7.4 (i) Notwithstanding any term or limitation herein to the contrary except clause 6.2.1, and subject to: any higher value declared pursuant to clause 8.3; Hague Rules, COGSA or the Hague-Visby Rules or any other mandatorily applicable; clause 7.5, 10.9 and 19.3; or should any Defences herein be held to not apply, and without prejudice to any agency status of Carrier, the Carrier's maximum liability is as per clause 7.4 (ii).
7.4 (ii) Carrier's maximum liability for loss or damage or delay or mis-delivery or any other liability whatsoever in direct or indirect connection with or howsoever arising from (including without limitation from negligence of any kind) the Goods or Services will not in any circumstances whatsoever exceed a sum of (a) US$500 per Package or CFU or (b) US$2.00 per kilo of the gross weight of the Goods affected or (c) the sum of Merchant's loss or the value of such Goods or (d) the Service Providers' monetary limits of liability, **whichever is the least.**
7.5 Carrier has no liability for correction costs for any erroneous shipment of Goods to an incorrect destination. Without prejudice to the foregoing or any other Carrier's rights and remedies, if Carrier is for some reason found liable in this respect, then any liability shall be limited to a maximum sum of US$2,500.00.
7.6 (i) Where international transport conventions or international or national law are compulsorily applicable, the Bill still applies. (ii) If any conflict exists between the Bill and such compulsory conditions the latter prevails to the extent of the conflict, but no further. (iii) The Bill applies to any silence or gaps or omissions in provisions in such compulsory conditions.
7.7 It is warranted/agreed that superheat/sust, condensation, or any mould or any like condition due to moisture is not a condition of damage but is inherent to the nature of particular Goods or transport conditions and any Carrier's or Service Provider's receipt of the Goods in apparent good order and condition is not a representation that such condition of Goods did not exist on receipt.

8) AD VALOREM, FORCE MAJEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR
8.1 Force Majeure/Other Exclusions.
8.1.1 Carrier will be relieved from its duty to perform its obligations for the Services due to any Force Majeure event.
8.1.2 Under no circumstances whatsoever will Carrier have any liability directly or indirectly caused by: (i) Force Majeure or (ii) Other Exclusions as defined in clause 8.1.3.
8.1.3 Without prejudice to any other Defences, rights or remedies available to Carrier, Other Exclusions means exclusions of liabilities or obligations that are directly or indirectly related, connected or attributable to or by: (i) any act or error or omission or instructions or advices or breach of contract or warranty howsoever, of or from Merchant, (ii) wastage in bulk or weight, (iii) delay, (iv) latent defect, (v) any loss, damage or delay arising from inherent defect or quality or vice or nature of the Goods or (vi) insufficiency of packing or insufficiency or inadequacy of marks, (vii) any abandonment by Merchant, (viii) fire unless the fire was caused by the actual fault or privity of Carrier; (ix) any damage or loss or delay whatsoever and howsoever caused whilst the Goods are in the care custody or control of any government or other authority, including but not limited to government or other authority owned transit terminals, warehousing or during inspections by such government authority; (x) any liability NOT arising from or connected to the Carrier's negligence.
8.2 Delay/consequential & direct loss exclusions.
8.2.1 Carrier does not undertake or guarantee that the Goods or any documents relating thereto shall arrive or be available at any place or stage during the Services and by way of example and not by limitation at any particular time or to meet any particular requirement of any delivery, contract, sale, seasonal or other market, license, permission, convenience or credit of Merchant, or any marketing for or use of, the Goods.
8.2.2 In no circumstances whatsoever or howsoever caused (including negligence of any kind) will Carrier have any liability directly or indirectly caused by delay.
8.2.3 All exclusions of liability under this clause 8.2.3 by way of example and not limitation, apply to any losses that are direct and which flow from the natural cause of any breach or incident and also to indirect and consequential losses. These foregoing losses and any similar or like losses arising from any circumstance whatsoever are excluded (including but not limited to losses arising from negligence of any kind) whether or not the Carrier or the Merchant had knowledge or notice that all or any of the losses might be incurred: (i) Diminishment or loss of sale ability. (ii) Loss of or determent of: profits, sales or income or savings, real or potential future business, use (including but not limited to any losses for remedy and any losses already incurred or ongoing because of such loss of use), reputation, goodwill or production or increased costs of production. (iii) Increased costs of production (iv) Without limitation any business, or factory or office or scientific or exploration activity or other work environment of any kind that suffers or is threatened by any failure, interruption, suspension or stoppage or closure, of any kind and howsoever arising. (v) Any consequential stoppage, interruption or failure of any process or operation, of any description including without limitation any IT system, programme, equipment or process. (vi) Any increase in value from actual value of Goods caused by replacement value or by betterment. (vii) Due to non-viability of repair costs. (viii) Statutory or punitive damages. (ix) Fines or penalties. (x) Any pure economic losses. (xi) Any consequential, incidental, special losses or indirect damages.
8.2.4 Without prejudice to clause 8.2.2 or any other Carrier's rights and remedies whatsoever, if Carrier is for some reason found liable for delay, any such liability whatsoever or howsoever caused including but not limited to negligence of any kind, shall be limited to the Freight charged.
8.3 Ad Valorem: declared value for increased level of liability.
8.3.1(i) Notwithstanding any other provisions of this Bill, Merchant may request and obtain an increased level of liability higher than that otherwise provided for in this Bill, only by declaring in writing the value of the Goods and paying any additional Charges. Such request must be agreed in writing by Carrier prior to rendering Services. Such agreed declared value shall be substituted for the limits of liability for loss of or damage to Goods under this Bill. (ii) This declared value is not a guarantee that the true value of the Goods at destination is less than such declared value, the lower value shall be deemed to be the declared value. 8.3.1(iii) Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
8.3.2 Merchant agrees and warrants that ad valorem arrangements herein shall only apply to liability for loss of or damage to Goods.
8.4 Notification period and time bar (limitation of actions)
8.4.1 Carrier shall be deemed to have delivered Goods in the order and condition as described in this Bill unless written notice of any discrepancy indicating the general nature of such discrepancy is given at the place of delivery or at the time of the Services to the Person having the custody of the Person taking delivery under this Bill or if the loss or damage is not apparent, within three consecutive days thereafter.
8.4.2 (i) In any event Carrier shall be discharged of all liability whatsoever and howsoever arising from or in connection with the Goods or Services, including without limitation any claims for indemnity or contribution and (ii) all rights of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) suit is brought and (b) written notice thereof be given to Carrier, within one year after delivery of the Goods or the date when the Goods should have been delivered.
8.4.3 Notwithstanding clause 8.4.2, in cases where any Carrier's or Service Providers' liability arises or is caused from or attributable to or connected to (a) any agency Services provided by the Carrier or Service Provider or (b) the Carrier's or Service Providers' acts, errors or omissions or events or circumstance that occur or manifest outside of the port to port or Port Area period of transport or handling, then 8.4.2 applies except that Clause 8.4.2 (ii)(b) is deleted and replaced with: (b.i) written notice thereof be given to Carrier, within nine months from the date of the event or occurrence alleged to give rise to a cause of action against Carrier or, (b.ii) written notice thereof be given to Carrier within any period under the application of clause 6.3, whichever is the shortest period.

9) MERCHANT'S RESPONSIBILITY
Merchant agrees and warrants that:
9.1 the information, declaration, description and particulars of Goods furnished by Merchant including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers, addressing and value, are correct and that they will inform Carrier in advance of any special conditions that may apply to the Goods or Services;
9.2 they will provide all documents, information and truthfully completed for the Services and that all Goods, documents, information and Merchant, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents or information provided by Merchant are correct, lawful or sufficient;
9.3 they will ensure that all Goods are properly prepared, packed or marked and labelled to inform the relevant parties, and in a manner to withstand the ordinary risks of the Services and the Goods having regard to their nature or the method of transport/handling and in compliance with all laws, rules, regulations and requirements (whether compulsorily applicable or not) that apply and that enhance or provide best practice for the security and safety of the Goods, Container and Services;
9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transhipment or arranging of delivery mode;
9.5 they will ensure that no Goods which are or may become dangerous, hazardous, inflammable, noxious, radioactive or damaging or which are or may become liable to damage any property or Person whatsoever shall be tendered to Carrier for Services without Carrier's consent in writing. If any such Goods are tendered without such written consent or required prior arrangements in writing/labelled as such, Carrier the Goods, whether pre-declared or not, are or are liable to become dangerous or hazardous or damaging, then no liability to Carrier will attach and the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier's right to Freight & Charges and indemnity;
9.6 they will be liable by way of example and not by limitation for any direct or indirect loss, damage, delay, contamination, soiling, pollution, detention or demurrage, of whatsoever nature to or of: (i) the environment, or any property or Goods whatsoever (including but not limited to Containers) of Carrier or of the Service Providers or of any Person, or (ii) for death or injury to any Person, caused by any act or error or omission of Merchant or any Person acting on their behalf or for which Merchant is otherwise responsible and whether such events arose or occurred before or during or after the Services;
9.7.1 it is Merchant's sole responsibility and Merchant must provide to Carrier, electronically or by any means as mutually agreed, the Verified Gross Mass (VGM) of each Container prior to the deadline stipulated by Carrier for submission (Verified Cut off time). If VGM is not provided in time by the Merchant, Carrier shall be under no obligation to commence or continue Services for that Container;
9.7.2 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and at Merchant's cost, if VGM is not so provided.

10) PROVISION AND STUFFING OF CONTAINERS
The Merchant warrants and agrees that:
10.1 without prejudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Merchant in connection with or arising from the supply or use of a Container to or from and by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during or subsequent to Services;
10.2 unless prior written agreement is given by Carrier and any additional freight has been paid or agreed to be paid, Carrier is under no obligation to provide a Container of any particular type or quality;
10.3 unless otherwise confirmed by Merchant and agreed by Carrier in writing, the Goods are not temperature sensitive and do not require any special Containers, handling, storage, stowage, care or facilities;
10.4 Goods may be Stuffed by Carrier in or on Containers and Goods may be Stuffed with other goods of whatsoever nature;
10.5 Carrier or Service Provider can palletise any un-palletised Goods, or breakdown pallets, skids or the like and any and all Goods or pallets and the like can be stacked upon unless prior to receipt of the Goods Carrier has agreed in writing with Merchant that the Goods will not be so stacked and that any Charges arising from such agreement are paid;
10.6 if a Container has been Stuffed by or on behalf of Merchant then Carrier is not liable for any loss of or damage or delay to the Goods caused by: (i) the way the Container has been Stuffed; or (ii) the unsuitability of or the defective condition of the Goods or their preparation for the Services or (iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, humidity or ventilation settings; except if the Container is supplied by or on behalf of Carrier in such Container's condition or incorrect settings were not apparent upon proven diligence and inspection by the Merchant at or prior to Stuffing, then exclusion 10.6(iii) does not apply; or (iv) Stuffing Goods that are not at the correct temperature for carriage; or (v) inadequate or absence or incorrect supply of Merchant's information or instructions;
10.7 (i) Container must be delivered to Carrier with an intact high-security seal in place and photographic evidence of the seal number will be provided to Carrier, except where Carrier has given written agreement to seal the Container. In the event the Container is not so sealed by Merchant, Carrier reserves the right to return the Container to Merchant for resealing or to affix a seal, all at Merchant's cost. (ii) Carrier has no liability for damage or loss of Goods (a) in absence of such evidence, or (b) where any loss or discrepancy to Merchant's seal is evidenced prior to or after Carrier's care, custody or control, or (c) seal is intact on delivery to consignee.
10.8 Provided due diligence is exercised by Carrier to determine that Containers provided by them are in good working order prior to release to Merchant, Carrier has no liability for any delay, loss of or damage to the Goods directly or indirectly arising from any functioning or non-functioning of the Container or the temperature variant or humidity machinery or controls, insulation, or any apparatus of the Container (including but not limited to defects, derangement, breakdown or stoppage).
10.9 (i) Notwithstanding any particulars in this Bill, Carrier does not guarantee the maintenance of the temperature or humidity within a refrigerated or special Container irrespective of whether the Container is Stuffed or the temperature is set by Merchant or Carrier. (ii) Further, Carrier has no liability whatsoever if refrigerated Goods are carried in a range of plus or minus 2.5 degrees C (or Fahrenheit equivalent) from any temperature specified on the reverse side hereof.
10.10 Carrier is only liable for loss of or damage to Merchant supplied Container if caused by Carrier's negligence. Carrier's liability in this respect is limited to the market value at the time of such loss or damage or reasonable cost of repair of the Container, subject to deductions for betterment and fair wear and tear or 2 US$ per kilo of tare weight, whichever is least.
10.11 In no circumstances whatsoever will any property in, or lien or other rights in respect of any Container supplied by or on behalf of Carrier be transferred to Merchant or any Person.
10.12 Any Container supplied by or on behalf of Carrier must be returned empty & clean and in accordance with Carrier's instructions and in the same condition as received, failing which Merchant shall pay demurrage at the applicable rate & any additional costs of whatsoever nature occasioned by or related to such failure.

11) INSPECTION OF GOODS
Carrier or any Person authorized by Carrier shall be entitled, but not obliged, to open any Container or Package at any time and to inspect the Goods and at their sole discretion take whatever action that they deem necessary in relation to the Goods or Services. If Carrier exercises such liberty or if done by order of any government or other authority at any place, Carrier will not be liable for any loss or damage or delay incurred as a result. Merchant will be responsible for all Charges resulting from such inspection.

12) MATTERS AFFECTING PERFORMANCE
12.1 If at any time the Services are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including but not limited to the Goods' condition, or late collection/delivery or abandonment or breach of clause 9, by the Merchant) whenever and howsoever arising and whether due to Force Majeure or otherwise or not whether or not the Services have commenced, Carrier may at its sole discretion and without prior notice to Merchant:
12.1.1 carry the Goods to the port of discharge or place of delivery or by an alternative route to that indicated on the reverse side hereof or that which is usual for Goods consigned to that port of discharge or place of delivery; or
12.1.2 suspend the Services (but otherwise not the contract) and store Goods ashore or afloat and endeavour to conclude delivery when reasonably possible, or
12.1.3 abandon the Services and/or reject the Goods and where reasonably possible place the Goods or any part of them at Merchant's disposal at any place that Carrier may deem safe and convenient, whereupon the responsibility and any liability of Carrier in respect of such Goods and Services shall cease.
12.2 Without prejudice to any rights or remedies available to Carrier in accordance with this clause 12, Carrier is entitled to continue the Services.
12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges arising from or connected with any liberties of clause 12 exercised by the Carrier.
12.4 Carrier's responsibility for Goods shall cease on delivery or other disposition of the Goods in accordance with orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

13) METHODS AND ROUTE OF TRANSPORTATION
13.1 Carrier may at any time and without notice to Merchant and notwithstanding any named ports or routes on the reverse side hereof:
13.1.1 use any means or modes of transport or storage whatsoever;
13.1.2 load or carry the Goods on any Vessel whether named on the reverse hereof or not, or by any other means of transport whatsoever;
13.1.3 transfer at any stopping place the Goods from or to a conveyance or Container for transhipping/transloading; or load, unload or store the Goods at any place or port or forward the same in any manner whatsoever, whether scheduled or not;
13.1.4 proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest or most direct or customary or scheduled route and proceed to or stay at any place whatsoever and whenever in any order;
13.1.5 comply with any orders, directions, or recommendations given by or from (i) any Person acting or purporting to act as or on behalf of a government or authority or having such authority; or (ii) Service Providers' or Persons', contractual authority;
13.1.6 proceed with or without pilots, to tow or be towed or to be dry-docked;
13.1.7 carry Livestock, explosives, munitions, dangerous or hazardous Goods or lawful Goods of any and all kinds.
13.2 (i) The liberties set out in 13.1 may be invoked by Carrier for any purposes whatsoever and whether or not connected with the Services. (ii) Anything done in accordance with 13.1 or any delay arising therefrom shall be deemed to be within the contractual carriage/Services and Merchant agrees and warrants that such liberties shall not be a deviation of whatsoever nature or degree and Carrier shall be entitled to full Charges and Freight incurred therefrom and to all Defences.

14) MERCHANT INDEMNITY
Without limiting Merchant's other indemnity obligations herein, Merchant agrees to fully indemnify and hold harmless Carrier against all claims or liabilities or damages or costs or expenses or duties, taxes or fines or penalties or imposts and any demands or charges or fees (including but not limited to attorneys' fees) or expenses, of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

15) DECK CARGO AND LIVESTOCK
15.1 Goods, containerised or not, may be carried on or under deck without notice to Merchant and Carrier will not be required to note on the Bill any statement of on-deck carriage. Merchant agrees and warrants that notwithstanding any liberties of clause 12 exercised by the Carrier, Carrier shall not be liable for any loss or damage of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with but limited to: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

16) NOTIFICATION AND DELIVERY CLAUSE
16.1 Any mention in this Bill of parties to be notified of arrival of Goods is solely for information purposes. Carrier has no liability whatsoever for any failure to provide such notification and such failure shall not relieve Merchant of any obligations hereunder.
16.2 Merchant shall ensure that they take immediate delivery of Goods (i) as notified to the Merchant by the Carrier or (ii) in the absence of such notice on Vessel's discharge or at delivery point shown on reverse hereof.
16.3 If Merchant fails to take delivery of Goods in accordance with clause 16.2 Carrier may without notice remove the Goods from the Container and store the Goods ashore, afloat, in the open or under cover, at the sole risk and expense of Merchant. Such storage constitutes due delivery hereunder and thereupon all liability and responsibility whatsoever of Carrier ceases.
16.4 Merchant's attention is drawn to the expiry of free storage time and Merchant's liability for demurrage costs contained in Carrier's tariff and herein.
16.5 Once the time has expired, the Goods may be stored at the sole risk and expense (including but not limited to demurrage and storage) of Merchant. However, if Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur Charges in excess of their value, Carrier may without notice to Merchant and without prejudice to any other rights or remedies, publicly or privately sell or dispose of the Goods and apply the proceeds to the Freight and any Charges.

17) BOTH-TO-BLAME COLLISION
17.1 If the Vessel comes into collision with another ship due to the negligence of the other ship and any act or neglect of the Carrier in the navigation or management of the Vessel, and Merchant receives compensation or damages paid or payable by the other non-carrying ship for any loss, damage or any claim whatsoever for the Goods or Services, the Merchant shall indemnify & hold harmless Carrier for any such compensation/damages to the extent the non-carrying ship seeks to set off, recoup or recover this from the Vessel or Carrier.
17.2 The provisions of 17.1 will 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 objects, are at fault in respect of a collision or contact.

18) GENERAL AVERAGE
18.1 Carrier may declare General Average (GA) at any place and GA is adjustable according to the current version of York-Antwerp Rules or as stated in the Service Provider's terms and conditions, at the option of Carrier. Merchant agrees to pay any GA and warrants that they shall provide any GA security as required by Carrier and shall jointly and severally contribute with the Service Provider in GA to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and any other charges incurred in respect of the Goods.
18.1 If a salvage ship is owned or operated by Carrier or Service Provider, salvage shall be paid as if the said salving ship or ships belonged to strangers. Such deposit as Carrier or Service Provider may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be paid by Merchant to Carrier before delivery.
18.3 Merchant and the Goods must contribute to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods in the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise.
18.4 Carrier is not obliged to commence or continue any obligation to take any steps whatsoever to collect security for GA or salvage contributions due from Merchant.

19) FREIGHT AND CHARGES
19.1 Freight & Charges are irrevocably earned, and fully payable by Merchant and non-returnable in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or delayed.
19.2 Freight & Charges are calculated from particulars furnished by Merchant. Carrier is entitled to production of the commercial invoice and packing list for the Goods or true copies thereof and to inspect, reweigh, remeasure and revalue the Goods. If the particulars are incorrect, Merchant shall pay Carrier the correct Freight & Charges (credit given for the Freight & Charges charged) and any costs incurred in establishing the correct particulars.
19.3 Irrespective of what is used to calculate any Freight or Charges, any Freight or Charges are to be considered for Carrier's liability purposes as "lump sum".
19.4 All Freight & Charges must be paid without any set off, counterclaim, or deduction.
19.5 When requested by any Person by Merchant in respect of any applicable Freight due to Carrier, such Person shall be considered the exclusive agent of Merchant for all purposes and any payment to such Person shall not be considered payment to Carrier. Failure of such Person to promptly pay any part of the Freight or Charges to Carrier shall be considered a default by Merchant in the payment of the Freight or Charges.
19.6 Should the Merchant fail to make timely payment of any Freight or Charges, Merchant shall be liable to Carrier for all costs and expenses of recovery of such sums from Merchant plus attorneys' fees, plus the higher of 6% interest or the available commercial interest rate in the country of recovery calculated from the due date of such sums.

20) LIEN
Carrier shall have a particular and general lien on any documents or Goods for all and any unpaid past or present sums whatsoever that are payable by Merchant to the Carrier in accordance with Services and for GA and salvage contributions to whomsoever due. Carrier can at their option hold Goods or sell the Goods at public or private sale without notice to Merchant to satisfy the lien in whole or in part. If the proceeds of sale are less than the costs and expenses including without limitation attorneys' fees fall to cover the amount due, then Carrier is entitled to recover any deficit from Merchant.

21) VARIATION OF THE CONTRACT
No amendment or waiver of or departure from any provision of this Bill shall be valid against Carrier unless such waiver or variation or departure is specifically authorised in writing by a director or officer of Carrier with actual authority to do so. Such waivers or consents by Carrier are not continuous and shall only be effective in the specific instances and purposes for which they are given.

22) PARTIAL INVALIDITY
If any provision of this Bill, in whole or in part, is held to be unenforceable by any court or Person so empowered, such unenforceability will attach only to such provision or part. Such holding will not aff

Shipper
UPS SCS GMBH & CO. KG
AS AGENT OF UPS EUROPE SRL
ROENTGENSTRASSE 28
HAMBURG HH 22335 GERMANY
EORI+DE5522145

B/L No.
ALM259210

SACO SHIPPING LINE LTD

Consigned to order of
RFC: UME960604PZ7 UPS SCS MEXICO SA DE CV AS AGENT FOR UPS OCEAN FREIGHT SERVICES
EUGENIA NO. 189 COL NARVARTE ORIENTE
CIUDAD DE MEXICO MEX CP 03020 MEXICO
RFC+12346646

SACO SHIPPING LINE LIMITED
44, Kroytser
PANORAMA Residence
Block A, Flat 01
3120 Limassol CYPRUS
FMC Organization No. 025875

Notify Party and address
RFC: UME960604PZ7 UPS SCS MEXICO SA DE CV AS AGENT FOR UPS OCEAN FREIGHT SERVICES
EUGENIA NO. 189 COL NARVARTE ORIENTE
CIUDAD DE MEXICO MEX CP 03020 MEXICO
RFC+12346646

6/08/HAM/169910

Copy

Place of receipt
HAMBURG CFS

Ocean vessel
ADAMS 634W

Port of loading
BREMERHAVEN, GERMANY

Port of discharge	Place of delivery	Freight payable	Number of original Bills of Lading
ALTAMIRA, MEXICO	ALTAMIRA, MEXICO CFS	HAMBURG	0/ZERO

Marks and Nos.	Quantity of Goods	Description of Goods	Said to contain	Gross weight, kg.	Measurement, m^3
APTIV SERVICES US LLC, S&PS-PLANT 9 AV INDUSTRIA AUTO MORTRIZ NO 200 LOC 66600 APODACA MEXICO MX NAC UPS - SPATIV	3 PALLETS	CABLE SEALS AS PER INVOICE#85181045 85181046 HTS:392690 **HSCODE: 392690**		130,550	1,594
STOWED INTO CONTAINER NO.: MRSU6242380				SEAL : B191449	
TOTAL		**3 PALLETS**		**130,550 KGS**	**1,594 CBM**

FREIGHT PREPAID - SHIPPED ON BOARD - EXPRESS RELEASE

All particulars above declared by Merchant

For delivery of cargo please apply to:
INTERTEAM, S.A. DE C.V.
SERVICIOS INTERNACIONALS DE COMERCIO, COLIMA 114 DESPACHO 201,
COLONIA ROMA,C.P. 06700 MEXICO D.F.
TEL:005255146915,FAX:005252087989
CHRISTIAN.VEGA@INTERTEAM.COM.MX

RECEIVED for shipment the above mentioned Goods in apparent good order and condition as far as could be ascertained by exercising reasonable means of checking or as stated above.

The Carrier in accordance with the provisions contained on this side and on the reverse side of this document;
a) undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this document, and
b) assumes liability as prescribed in this document for such transport.

One of the Bills of Lading to be surrendered duly endorsed in exchange for the Goods or delivery order.

IN WITNESS whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

Place and date of issue
HAMBURG 30.08.2026

Declared Value of the Goods (see clause 12)
US$
Ad valorem freight paid:

Signed on behalf of the Carrier SACO SHIPPING LINE LIMITED

SACO Shipping GmbH
Wollkämmereistraße 1
21107 Hamburg
Germany

Note:
The Merchant's attention is called to the fact that according to Clauses 11 to 13 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay

As agent only for SACO SHIPPING LINE LIMITED LIMASSOL

A Member of WorldWideAlliance

ALM259216_1_1/2

EUROPÄISCHE UNION

BETRIEBSKONTINUITÄT - AUSFUHRBEGLEITDOKUMENT

Versender [13 02] / *Ausführer [13 01]* ID DE6994210
HUMMEL
Lise-Meitner-Str. 2
79211 Denzlingen
DE

Empfänger [13 03] ID
HARTING Mexico Manufacturing
SAN ROQUE PTE #289-A
36275 Silao Gto
MX

Anmelder [13 05] ID DE6994210
HUMMEL
Lise-Meitner-Str. 2
79211 Denzlingen
DE

Ansprechpartner [13 05 074]

Vertreter [13 06] ID

Ansprechpartner [13 06 074]

zusätzlicher Beteiligter in der Lieferkette [13 14] ID

Beförderer [13 12] ID

VORGESEHENE AUSGANGSZOLLSTELLE [17 01]
DE003302

Lager [12 11]

ÜBERWACHUNGSZOLLSTELLE [17 10]

GESTELLUNGSZOLLSTELLE [17 09]

Vorpapier [12 01]

Transportdokument [12 05]

Sonstiger Verweis [12 04]

Bewilligung [12 12]
C512 DESDE4050ZA002434

In Rechnung gestellter Gesamtbetrag [14 06]

Rechnungswährung [14 05]

Umrechnungskurs [14 09]

Zahlungsaufschub [12 10]

ART DER ANMELDUNG

Art [11 01]: EX

Zus. Art [11 02]: A

Vordrucke: 1 | 2

Bes.Umst. [11 04]

BKP MRN 26DE395491822680B1

Datum der Annahme [15 09] 29.07.2026

AUSFUHRZOLLSTELLE [17 02] DE003954

Positionen	Packst. insges.	Rohmasse [18 04]	Sicherheit [11 07]
1	1	84	2

LRN [12 09]: 5202614738

Referenznummer/UCR [12 08]: 5202614738

Datum und Uhrzeit der Gestellung der Waren [15 08]

Warenort [16 15]
B Y HU01

Ansprechpartner [16 15 074]

Ausfuhrland [16 07]: DE

Bestimmungsland [16 03]: MX

Beförderungsroute der Sendung [16 12]
DE; MX

Inländischer Verkehrszweig [19 04]: 3

Verkehrszweig an der Grenze [19 03]: 4

Beförderungsmittel beim Abgang [19 05]
30 LKW DE

Grenzübersch. aktives Beförderungsmittel [19 08]
40 FLUGZEUG QU

Transportausrüstung [19 07]

Container-Indikator [19 01]: 0

Verschluss [19 10]

Unterlage [12 03]

Zusätzliche Informationen [12 02]

Lieferbedingungen [14 01]
FCA,Denzlingen (INCOTERMS 2020),DE

Beförderungskosten (Zahlungsart) [14 02]

Art des Geschäfts [99 05]
11

Interne Währungseinheit [14 17]

PRÜFUNG DURCH DIE AUSFUHRZOLLSTELLE

Ergebnis:

Angebrachte Verschlüsse: Anzahl:

Zeichen:

Datum der Überlassung zur Ausfuhr:

PRÜFUNG DURCH DIE AUSGANGSZOLLSTELLE

Ankunftsdatum:

Prüfung der Verschlüsse:

Anmerkungen:

Datum der Freigabe zum Ausgang:

EUROPÄISCHE UNION

BETRIEBSKONTINUITÄT - AUSFUHRBEGLEITDOKUMENT - LISTE DER POSITIONEN

Vordrucke 2 | 2

BKP MRN 26DE395491822680B1

Positionsnummer [11 03]	Referenznummer/UCR [12 08]	Warenbezeichnung [18 05]		
Versender [13 02]		Art und Anzahl der Pakete, Versandzeichen [18 06]	CUS-Nummer [18 08]	UN-Nummer [18 07 055]
Empfänger [13 03]		Warennummer [18 09]	TARIC-ZC [18 09 059]	Nat. Zusatzcode [18 09 060]
Zusätzlicher Beteiligter in der Lieferkette [13 14]		Statistischer Wert [99 06]	Menge bes. Maß [18 02]	Art des Geschäfts [99 05]
Ausfuhrland [16 07]	Bestimmungsland [16 03]	Rohmasse [18 04]	Eigenmasse (kg) [18 01]	
Ursprungsland [16 08]	Versendungsregion [16 10]	Beantragtes Verfahren [11 09 001]	Vorh. Verf. [11 09 002]	Zusätzl. Verf. [11 10]
Beförderungskosten (Zahlungsart) [14 02]		Zölle und Abgaben [14 03]	Gesamtabgabenbetrag [14 16]	
Bewilligung [12 12]		Unterlagen [12 03]		
Vorpapier [12 01]				
Sonstiger Verweis [12 04]		Zusätzliche Informationen [12 02]		
1		Kabelverschraubungen, Gegenmuttern, Gewindeadapter und Verschlüsse aus Kunststoffen; sowie Dichtungen aus FPM,PE,HD,PVC, PUR und TPE		
		AG 1 Beipack zu Pos 1		
		39269097		
DE	MX	84	67,032	
CN	99	10	40	
		[N380] 8202622527		
[Y901] [3LNA] [Y904] [Y906] [Y160]				

Shipper
LINKINPARTNER EUROPE GMBH
HAMMERBROOKSTR. 90
20097 HAMBURG
GERMANY

B/L No.
ALM259216

SACO SHIPPING LINE LTD

Consigned to order of
EUROPARTNERS MEXICO, S.A.DE C.V.
AVENIDA REVOLUCION 649,
COL.JARDIN ESPANOL
64820 MONTERREY, NLE
MEXICO

SACO SHIPPING LINE LIMITED
44, Kroytser
PANORAMA Residence
Block A, Flat 01
3120 Limassol CYPRUS
FMC Organization No. 025875

Notify Party and address
EUROPARTNERS MEXICO S.A. DE C.V.
TAX ID: EME020824U4A
PH: +52(81)8220 2630
FX: +52(81)8342 8310

6/08/HAM/169911

Copy

Place of receipt	Ocean vessel	Port of loading
HAMBURG CFS	ADAMS 634W	BREMERHAVEN

Port of discharge	Place of delivery	Freight payable	Number of original Bills of Lading
ALTAMIRA	ALTAMIRA CFS	ALTAMIRA	0/ZERO

Marks and Nos.	Quantity of Goods	Description of Goods	Said to contain	Gross weight, kg.	Measurement, m^3
HARTING MEXICO MANUFACTURING SA DE CV 2026-20604 701993	1 PALLET	LOCKNUT GM-FS PA M32 HS-CODE: 392690 PO 2013870060 INV 8202622527		84,000	0,442
STOWED INTO CONTAINER NO.: MRSU6242380				SEAL : B191449	
TOTAL		**1 PALLET**		**84,000 KGS**	**0,442 CBM**

FREIGHT COLLECT - SHIPPED ON BOARD - EXPRESS RELEASE

All particulars above declared by Merchant

For delivery of cargo please apply to:
INTERTEAM, S.A. DE C.V.
SERVICIOS INTERNACIONALS DE
COMERCIO, COLIMA 114 DESPACHO 201,
COLONIA ROMA,C.P. 06700 MEXICO D.F.
TEL:005255146915,FAX:005252087989
CHRISTIAN.VEGA@INTERTEAM.COM.MX

RECEIVED for shipment the above mentioned Goods in apparent good order and condition as far as could be ascertained by exercising reasonable means of checking or as stated above.

The Carrier in accordance with the provisions contained on this side and on the reverse side of this document;
a) undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this document, and
b) assumes liability as prescribed in this document for such transport.

One of the Bills of Lading to be surrendered duly endorsed in exchange for the Goods or delivery order.

IN WITNESS whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

Place and date of issue
HAMBURG 30.08.2026

Declared Value of the Goods (see clause 12)
US$
Ad valorem freight paid:

Signed on behalf of the Carrier SACO SHIPPING LINE LIMITED

SACO Shipping GmbH
Wollkämmereistraße 1
21107 Hamburg
Germany

Note:
The Merchant's attention is called to the fact that according to Clauses 11 to 13 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay

As agent only for SACO SHIPPING LINE LIMITED LIMASSOL

A Member of WorldWideAlliance

Shipper
A. HARTRODT DEUTSCHLAND
(GMBH & CO) KG
BERLINER STRASSE 91
40880 RATINGEN
GERMANY

B/L No.
ALM259254

SACO SHIPPING LINE LTD

Consigned to order of
A. HARTRODT MEXICO S.A. DE C.V.
RFC: AHM0810275D8
AV. INSURGENTES SUR 800, FLOOR 9
C.P. 03100. CIUDAD DE MEXICO
MEXICO

SACO SHIPPING LINE LIMITED
44, Kroytser
PANORAMA Residence
Block A, Flat 01
3120 Limassol CYPRUS
FMC Organization No. 025875

Notify Party and address
A. HARTRODT MEXICO S.A. DE C.V.
RFC: AHM0810275D8
AV. INSURGENTES SUR 800, FLOOR 9
C.P. 03100. CIUDAD DE MEXICO
MEXICO

6/08/HAM/169918

Copy

Place of receipt	
HAMBURG CFS	

Ocean vessel	Port of loading
ADAMS 634W	BREMERHAVEN

Port of discharge	Place of delivery	Freight payable	Number of original Bills of Lading
ALTAMIRA	ALTAMIRA CFS	FREIGHT PREPAID	0/ZERO

Marks and Nos.	Quantity of Goods	Description of Goods	Said to contain	Gross weight, kg.	Measurement, m^3
HANDEL DISTRIBUCIONES S.A.DE C.V. SH26-0392 PUERTO MARITIMO ALTAMIRA REPUBLICA FEDERAL DE ALEMANIA	2 CASES	PARTS FOR TANNING MACHINES HS CODE: 84539000		1190,000	2,431

STOWED INTO CONTAINER NO.: MRSU6242380 SEAL : B191449

TOTAL	**2 CASES**	**1190,000 KGS**	**2,431 CBM**

FREIGHT PREPAID - SHIPPED ON BOARD - EXPRESS RELEASE

All particulars above declared by Merchant

For delivery of cargo please apply to:
INTERTEAM, S.A. DE C.V.
SERVICIOS INTERNACIONALS DE
COMERCIO, COLIMA 114 DESPACHO 201,
COLONIA ROMA,C.P. 06700 MEXICO D.F.
TEL:005255146915,FAX:005252087989
CHRISTIAN.VEGA@INTERTEAM.COM.MX

RECEIVED for shipment the above mentioned Goods in apparent good order and condition as far as could be ascertained by exercising reasonable means of checking or as stated above.

The Carrier in accordance with the provisions contained on this side and on the reverse side of this document;
a) undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this document, and
b) assumes liability as prescribed in this document for such transport.

One of the Bills of Lading to be surrendered duly endorsed in exchange for the Goods or delivery order.

IN WITNESS whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

Place and date of issue
HAMBURG 30.08.2026

Declared Value of the Goods (see clause 12)
US$
Ad valorem freight paid:

Signed on behalf of the Carrier SACO SHIPPING LINE LIMITED

SACO Shipping GmbH
Wollkämmereistraße 1
21107 Hamburg
Germany

Note:
The Merchant's attention is called to the fact that according to Clauses 11 to 13 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay

As agent only for SACO SHIPPING LINE LIMITED LIMASSOL

A Member of WorldWideAlliance

Shipper
YUSEN LOGISTICS (HUNGARY) KFT. BRANCH OFFICE
AUSTRIA SPEDITIONSGEBÄUDE OBJEKT 263/3 1300
WIEN-FLUGHAFEN, AUSTRIA
T: +43 1 7007 32830
VAT#: ATU69732015

B/L No.
ALM259266

SACO SHIPPING LINE LTD

Consigned to order of
YUSEN LOGISTICS (MEXICO)
S.A.DE C.V AV. AMISTAD 116,
PARQUE INDUST RIAL AMISTAD
BAJIO APASEO EL GRANDE,
GUANAJUATO 38160 MEXICO
VAT#: YLM081111665
EMAIL: ALBERTO.GARNICA@MX.YUSEN-LOGISTICS.COM

SACO SHIPPING LINE LIMITED
44, Kroytser
PANORAMA Residence
Block A, Flat 01
3120 Limassol CYPRUS
FMC Organization No. 025875

Notify Party and address
YUSEN LOGISTICS (MEXICO)
S.A.DE C.V AV. AMISTAD 116,
PARQUE INDUST RIAL AMISTAD
BAJIO APASEO EL GRANDE,
GUANAJUATO 38160 MEXICO
VAT#: YLM081111665
EMAIL: ALBERTO.GARNICA@MX.YUSEN-LOGISTICS.COM

6/08/HAM/169923

Copy

Place of receipt	Port of loading
HAMBURG CFS	BREMERHAVEN

Ocean vessel	Port of discharge	Place of delivery	Freight payable	Number of original Bills of Lading
ADAMS 634W	ALTAMIRA	ALTAMIRA CFS	WIEN	0/ZERO

Marks and Nos.	Quantity of Goods	Description of Goods	Said to contain	Gross weight, kg.	Measurement, m^3
BRITISH AMERICAN TOBACCO MEXICO, S .A.DE C.V. ADDRESS: AV.FRANC ISCO I MADERO 275 0 PTE. COL.CENTRO DE LA CIUDAD 64000 MONTERREY,N.L.,ME XICO BAT910607F43	2 PALLETS	CIGARETTE PAPER HS CODE 481390		817,000	1,984
STOWED INTO CONTAINER NO.: MRSU6242380			SEAL : B191449		
TOTAL	**2 PALLETS**			**817,000 KGS**	**1,984 CBM**

FREIGHT PREPAID - SHIPPED ON BOARD - EXPRESS RELEASE

All particulars above declared by Merchant

For delivery of cargo please apply to:
INTERTEAM, S.A. DE C.V.
SERVICIOS INTERNACIONALS DE
COMERCIO, COLIMA 114 DESPACHO 201,
COLONIA ROMA,C.P. 06700 MEXICO D.F.
TEL:005255146915,FAX:005252087989
CHRISTIAN.VEGA@INTERTEAM.COM.MX

RECEIVED for shipment the above mentioned Goods in apparent good order and condition as far as could be ascertained by exercising reasonable means of checking or as stated above.

The Carrier in accordance with the provisions contained on this side and on the reverse side of this document;
a) undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this document, and
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One of the Bills of Lading to be surrendered duly endorsed in exchange for the Goods or delivery order.

IN WITNESS whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

Place and date of issue
WIEN 30.08.2026

Signed on behalf of the Carrier SACO SHIPPING LINE LIMITED

SACO Shipping GmbH
Wollkämmereistraße 1
21107 Hamburg
Germany

As agent only for SACO SHIPPING LINE LIMITED LIMASSOL

Declared Value of the Goods (see clause 12)
US$
Ad valorem freight paid:

Note:
The Merchant's attention is called to the fact that according to Clauses 11 to 13 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay

Shipper
TOLL GLOBAL FORWARDING (GERMANY) GMBH
GROSSE ELBSTRASSE 86
22767 HAMBURG
GERMANY

B/L No.
ALM259272

SACO SHIPPING LINE LTD

Consigned to order of
TIBA MEXICO, S.A. DE C.V.
JAIME BALMES NO.8-201,LOS MORALES POLANCO
11510 CIUDAD DE MEXICO RFC: TME970213946
MEXICO CITY MEX 11510 MEXICO
PHONE:+52 55 4777 8800
FAX:+52 55 4777 3838
EMAIL: ABGARCIA@TIBAGROUP.COM

SACO SHIPPING LINE LIMITED
44, Kroytser
PANORAMA Residence
Block A, Flat 01
3120 Limassol CYPRUS
FMC Organization No. 025875

Notify Party and address
TIBA MEXICO, S.A. DE C.V.
JAIME BALMES NO.8-201,LOS MORALES POLANCO
11510 CIUDAD DE MEXICO RFC: TME970213946
MEXICO CITY MEX 11510 MEXICO
PHONE:+52 55 4777 8800
FAX:+52 55 4777 3838
EMAIL: ABGARCIA@TIBAGROUP.COM

6/08/HAM/169925

Copy

Place of receipt	
HAMBURG CFS	

Ocean vessel	Port of loading
ADAMS 634W	BREMERHAVEN

Port of discharge	Place of delivery	Freight payable	Number of original Bills of Lading
ALTAMIRA	ALTAMIRA CFS	HAMBURG	0/ZERO

Marks and Nos.	Quantity of Goods	Description of Goods / Said to contain	Gross weight, kg.	Measurement, m^3
ROCKWELL AUTOMATION MONTERREY CAMINO VECINAL #3051 PI FINSA GUADALUPE, NUEVO LEON C.P. 67110 MEXIKO	1 CASE	ALUMINIUM PROFIL MACHINED 14MM PULVERIZED, LENGTH 2,10 METERS REVISION NUMBER 08 75046-008-02 14MM PAINTED HOUSING HS CODE: 76109090	508,000	1,574

STOWED INTO CONTAINER NO.: MRSU6242380

SEAL : B191449

TOTAL	**1 CASE**	**508,000 KGS**	**1,574 CBM**

FREIGHT PREPAID - SHIPPED ON BOARD - EXPRESS RELEASE

All particulars above declared by Merchant

For delivery of cargo please apply to:
INTERTEAM, S.A. DE C.V.
SERVICIOS INTERNACIONALS DE
COMERCIO, COLIMA 114 DESPACHO 201,
COLONIA ROMA,C.P. 06700 MEXICO D.F.
TEL:005255146915,FAX:005252087989
CHRISTIAN.VEGA@INTERTEAM.COM.MX

RECEIVED for shipment the above mentioned Goods in apparent good order and condition as far as could be ascertained by exercising reasonable means of checking or as stated above.

The Carrier in accordance with the provisions contained on this side and on the reverse side of this document;
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One of the Bills of Lading to be surrendered duly endorsed in exchange for the Goods or delivery order.

IN WITNESS whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

Place and date of issue
HAMBURG 30.08.2026

Declared Value of the Goods (see clause 12)
US$
Ad valorem freight paid:

Signed on behalf of the Carrier SACO SHIPPING LINE LIMITED

SACO Shipping GmbH
Wollkämmereistraße 1
21107 Hamburg
Germany

Note:
The Merchant's attention is called to the fact that according to Clauses 11 to 13 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay

As agent only for SACO SHIPPING LINE LIMITED LIMASSOL

A Member of WorldWideAlliance

Shipper
OSO PRECISION GMBH
IN HOFWIESEN 13
58840 PLETTENBERG
GERMANY

B/L No.
ALM259279

SACO SHIPPING LINE LTD

Consigned to order of
MAHLE COMPONENTES DE MOTOR
BOULEVARD DEL PARQUE
MEX 25900 RAMOS ARIZPE, COAH.
TAX-ID : MCM841113LTS
TEL. 0052/844/2709222

SACO SHIPPING LINE LIMITED
44, Kroytser
PANORAMA Residence
Block A, Flat 01
3120 Limassol CYPRUS
FMC Organization No. 025875

6/08/HAM/169929

ALL COSTS, CHARGES, LIABILITIES AND DELAYS RESULTING FROM EMERGENCY QUARANTINE FOR WOOD AND WOODEN PACKAGING OR FROM INSUFFICIENT OR IMPROPER LABELLING OF NON_WOODEN PACKAGING ARE FOR CUSTOMER'S ACCOUNT

Notify Party and address
MAHLE COMPONENTES DE MOTOR
BOULEVARD DEL PARQUE
MEX 25900 RAMOS ARIZPE, COAH.
TAX-ID : MCM841113LTS
TEL. 0052/844/2709222

Copy

Place of receipt
HAMBURG CFS

Ocean vessel
ADAMS 634W

Port of loading
BREMERHAVEN

Port of discharge	Place of delivery	Freight payable	Number of original Bills of Lading
ALTAMIRA	ALTAMIRA CFS	BREMEN	0/ZERO

Marks and Nos.	Quantity of Goods	Description of Goods	Said to contain	Gross weight, kg.	Measurement, m³
3171075	7 HOLZKISTEN	CONNECTING ROD HS CODE: 84099100 TREATED AND CERTIFIED		6426,000	5,551

STOWED INTO CONTAINER NO.: MRSU6242380

SEAL : B191449

TOTAL	**7 HOLZKISTEN**	**6426,000 KGS**	**5,551 CBM**

FREIGHT PREPAID - SHIPPED ON BOARD - EXPRESS RELEASE

All particulars above declared by Merchant

For delivery of cargo please apply to:
INTERTEAM, S.A. DE C.V.
SERVIC. INTERNACION. DE COMERCIO
COLIMA 114 DESPACHO 201
COLONIA ROMA,C.P.06700, MEXICO DF
PH: 514-69 15 FX: 208-79-8
INT-961206-ES7

RECEIVED for shipment the above mentioned Goods in apparent good order and condition as far as could be ascertained by exercising reasonable means of checking or as stated above.

The Carrier in accordance with the provisions contained on this side and on the reverse side of this document;
a) undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this document, and
b) assumes liability as prescribed in this document for such transport.

One of the Bills of Lading to be surrendered duly endorsed in exchange for the Goods or delivery order.

IN WITNESS whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

Place and date of issue
BREMEN 30.08.2026

Declared Value of the Goods (see clause 12)
US$
Ad valorem freight paid:

Signed on behalf of the Carrier SACO SHIPPING LINE LIMITED

SACO Shipping GmbH
Wollkämmereistraße 1
21107 Hamburg
Germany

Note:
The Merchant's attention is called to the fact that according to Clauses 11 to 13 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay

As agent only for SACO SHIPPING LINE LIMITED LIMASSOL

A Member of WorldWideAlliance

Shipper
REDLINE
SPEDITION & LOGISTIK GMBH
MARBURGER STR. 427
DE - 57223 KREUZTAL, GERMANY

B/L No.
ALM259285

SACO SHIPPING LINE LTD

Consigned to order of
SERVICIOS INTEGRALES BERPAR
S.A.DE C.V.
BLVD. ANTONIO L. RODRIGUEZ
NO 3000, PISO, DESPACHO 904 COL.
SANTA MARIAC.P. 64650 MONTERREY,
N.L. MEXICO RFC: SIB1609209Z7

SACO SHIPPING LINE LIMITED
44, Kroytser
PANORAMA Residence
Block A, Flat 01
3120 Limassol CYPRUS
FMC Organization No. 025875

6/08/HAM/169931

Notify Party and address
SERVICIOS INTEGRALES BERPAR
S.A. DE C.V.
BLVD. ANTONIO L. RODRIGUEZ
NO 3000, PISO, DESPACHO 904 COL.
SANTA MARIA C.P. 64650 MONTERREY,
N.L. MEXICO RFC: SIB1609209Z7

Copy

Place of receipt
HAMBURG CFS

Ocean vessel
ADAMS 634W

Port of loading
BREMERHAVEN

Port of discharge	Place of delivery	Freight payable	Number of original Bills of Lading
ALTAMIRA	ALTAMIRA CFS	HAMBURG	0/ZERO

Marks and Nos.	Quantity of Goods	Description of Goods	Said to contain	Gross weight, kg.	Measurement, m^3
AKG LAGOS DE MORENO, MEXICO	2 PACKAGES	FINS HS- CODE: 76042990		458,200	1,883
STOWED INTO CONTAINER NO.: MRSU6242380				SEAL : B191449	
TOTAL	**2 PACKAGES**			**458,200 KGS**	**1,883 CBM**

FREIGHT PREPAID - SHIPPED ON BOARD - EXPRESS RELEASE

All particulars above declared by Merchant

For delivery of cargo please apply to:
INTERTEAM, S.A. DE C.V.
SERVICIOS INTERNACIONALS DE
COMERCIO, COLIMA 114 DESPACHO 201,
COLONIA ROMA,C.P. 06700 MEXICO D.F.
TEL:005255146915,FAX:005252087989
CHRISTIAN.VEGA@INTERTEAM.COM.MX

RECEIVED for shipment the above mentioned Goods in apparent good order and condition as far as could be ascertained by exercising reasonable means of checking or as stated above.

The Carrier in accordance with the provisions contained on this side and on the reverse side of this document;
a) undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this document, and
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One of the Bills of Lading to be surrendered duly endorsed in exchange for the Goods or delivery order.

IN WITNESS whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

Place and date of issue
HAMBURG 30.08.2026

Declared Value of the Goods (see clause 12)
US$
Ad valorem freight paid:

Signed on behalf of the Carrier SACO SHIPPING LINE LIMITED

SACO Shipping GmbH
Wollkämmereistraße 1
21107 Hamburg
Germany

Note:
The Merchant's attention is called to the fact that according to Clauses 11 to 13 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay

As agent only for SACO SHIPPING LINE LIMITED LIMASSOL

A Member of WorldWideAlliance

Shipper

Vitesco Technologies GmbH
Robert-Bunsen-Straße 17
36179 Bebra
Germany

B/L No.
GCHAM26080449

CONTAINER LINE LTD.

115, OMONIA AVENUE
PAROUTIS BLDG., 3rd Floor
3045 LIMASSOL

Consigned to order of

Hyundai Wia México, S. de R.L. de C.V.
Tax ID: HWM140912KP8
Carretera Pesquería Los Ramones, Número Exterior: 101, Número Interior: Lote 2, Pesquería, Nuevo León. Zip Code: 66650

Notify Party and address

Hyundai Wia México, S. de R.L. de C.V.
Tax ID: HWM140912KP8
Carretera Pesquería Los Ramones, Número Exterior: 101, Número Interior: Lote 2, Pesquería, Nuevo León. Zip Code: 66650

Ocean Vessel	Voyage No.	Port of Loading	Place of Acceptance
ADAMS	SAC1970	Bremerhaven	Hamburg
Port of Discharge	**Place of Delivery**	**Freight payable**	**Number of original Bills of Lading**
Altamira	Altamira	Altamira	E / Express B/L

Marks and Nos.	Quantity and description of goods		Gross weight, kg	Measurement, m³
Hyundai Wia Mexico MEX	10 Pallet(s)	S.T.C Car parts	2.410kg	

DRAFT

All particulars above declared by Merchant

For delivery of cargo please apply to

Interteam SA de CV
Colima 114
Desp 201 Col. Roma
06700 Cuauhtemoc, MEX
Mexico

RECEIVED for shipment the above mentioned goods in apparent good order and condition as far as could be ascertained by exercising reasonable means of checking or as stated above.

The Carrier in accordance with the provisions contained on this side and on the reverse side of this document;

a) undertakes to perform or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document, and
b) assumes liability as prescribed in this document for such transport.

One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITHNESS whereof three (3) original Bs/L have been signed , if not otherwise stated above, one of which being accomplished the other(s) to be void.

Place and date of issue

Norderstedt / 2026-AUG-28

Declared value of the goods (see clause 12)
US$ _____
Ad valorem freight paid: _____

NOTE:
The merchant's attention is called to the fact that according to clauses 11 to 13 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay.

Signed for the carrier

GATEWAY CARGO

as agents of carrier G.C.S. Container Line Ltd.

1. **Applicability**

Notwithstanding the heading “Combined Transport”, the provisions set out and referred to in this Bill of Lading shall also apply, if the transport as described in this Bill of Lading is performed by one mode of transport only.

2. **Definitions**

“Carrier” means the party on whose behalf this Bill of Lading has been signed. “Merchant” includes the Shipper, the Receiver, the Consignor, and the Consignee, the holder of this Bill of Lading and the owner of the Goods or person entitled to the possession of the Goods and the servants and agents and principals of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of Freight, and for the performance of the obligations of any of them under this Bill of Lading. “Goods” means the cargo received from the Shipper and includes a Container not supplied by the Carrier. “Container” includes a container, trailer, transportable tank, flat rack, pallet or any other article used to consolidate Goods or any equipment thereof or connected thereto. “Carriage” means the whole of the operations and the services undertaken by the Carrier in respect of the Goods. “Combined Transport” arises when the Place of Acceptance and/or the Place of Delivery are set out on page two overleaf in the relevant margins.

3. **Carrier’s Tariff**

The terms of the Carrier’s applicable Tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable Tariff are available from the Carrier or its agents. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

4. **Time Bar**

All liability, whatsoever, of the Carrier shall cease unless suit is brought within 9 months after delivery of the Goods or the date when the Goods should have been delivered.

5. Law and Jurisdiction

Except as otherwise provided specifically herein, disputes arising under this Bill of Lading or in connection therewith shall be determined exclusively by the High Court of Justice in London and in accordance with the English law. Any actions against the Merchant may, at the Carrier’s sole option, also be brought in the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction where the Merchant has a place of business.

6. **Subcontracting**

The Carrier shall be entitled to subcontract the whole or any part of the contract of Carriage, loading, unloading, storing, warehousing, handling including, but not limited to all duties usually undertaken by a Carrier.

7. **Methods and Routes of Transportation**

The Carrier may at any time and without notice to the Merchant:
(a) use any means of transport (water, land and/or air) or storage whatsoever;
(b) transship or carry the Goods on another vessel or conveyance or by any other means of transport than that named on page two overleaf;
(c) proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route at any speed, and proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not;
(d) terminate the transportation and discharge Goods or Containers or other packages and devan and/or store contents at any place whatsoever, ashore or afloat, in the open or covered, and require the Merchant to take delivery and, upon failure to do so, warehouse the Goods at risk and expense of Merchant and Goods;
(e) comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the Vessel or other conveyance employed by the Carrier the right to give such orders, directions or recommendations;
(f) take any other steps or precautions as may appear reasonable to the Carrier under the circumstances.
The liberties set out in Clause 7(a) through 7(f) may be invoked for any purpose whatsoever even if not connected with the carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated carriage and not be an unreasonable deviation. Notwithstanding, the Carrier shall be entitled to full Charges and any additional freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and the Carrier shall have a lien on the Goods for same.

8. **Optional Stowage**

(1) Goods may be stowed by the Carrier by means of and in, for example, Containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate Goods.
(2) Containers, trailers, transportable tanks and covered and uncovered flats, whether stowed by the Carrier or received by it in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant and if so carried, the legislation referred to in Clause 11 below shall apply notwithstanding carriage on deck and the Goods and/or Containers shall contribute to General Average as if carried under deck.
Notwithstanding anything contained in this Clause the Carrier shall be under no liability whatsoever for loss, damage or delay howsoever occurring to Goods stated on page two overleaf hereof to be carried on deck or so carried or to live animals whether or not carried on or under deck.

9. **Hindrances affecting performance**

(1) The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery or as near thereto as under the prevailing circumstances possible.
(2) If at any time the performance of the contract as evidenced by this Bill of Lading is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind the Carrier (whether or not the transport is commenced) may at any time at its sole discretion and without notice to the Merchant:
(a) 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 the responsibility of the Carrier in respect of such Goods shall cease, or sell the Goods;
(b) without prejudice to the Carrier’s right to abandon the Carriage under Sub-Clause (a) above, continue the Carriage.
(3) In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above. The Carrier exercising the liberties under this Clause shall not be under any obligation to take any particular measure and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this Clause.
(4) 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 or any person acting or purporting to act as or on behalf of such government or authority.

10. **Option of Inspection**

The Carrier may at its option open any Container or package to inspect the contents. If it appears that any part thereof cannot safely or properly be carried, either at all or without incurring additional expense, the Carrier may abandon the transportation and/or take any measures and/or incur any reasonable additional expenses to continue carriage or store Goods, which storage shall be deemed to constitute due delivery hereunder. The Merchant shall indemnify the Carrier against any reasonable additional Charges so incurred, unless due solely to the Carrier’s fault.

11. **Basic Liability**

(1) The Carrier shall be liable for loss of or damage to the Goods occurring between the time when it receives the Goods into its charge and the time of delivery. In case of a multimodal transport and if the place of damage or loss of the Goods is known, the responsibility of the Carrier is determined by such loss or damage arose or resulted from:
(a) act or neglect of the Merchant.
(b) compliance with the instructions of the person(s) entitled to give them.
(c) the lack of, or defective conditions 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.
(f) insufficiency or inadequacy of marks or numbers on the Goods, covering, or unit loads.
(g) strikes or lock-outs or stoppages or restraints of labour from whatever cause whether partial or general.
(h) nuclear incident.
(i) act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel.
(j) fire, unless caused by the actual fault or privity of the Carrier.
(k) act and instructions of governments, of prince and rulers, act of god, force majeure or authorities (including customs authorities) performing their duties.
(l) independent subcontractors not appointed by or in the direct services of the Carrier.
(m) any cause or event which the Carrier could not avoid and the consequence whereof it could not prevent by the exercise of reasonable diligence.
(3) Where under Clause 11 (2) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable under this Clause have contributed to the loss or damage.
(4) It shall be presumed that a damage which under the circumstances of the case could be attributed to the causes or events specified in Clause 11 (2) were caused by these causes or events. The Merchant shall however be entitled to prove that the loss or damage was not in fact caused either wholly or partly by one or more of these causes or events.

12. **Limits of Liability**

(1) When the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of such Goods they would have had at the place and time they were delivered to the Merchant in accordance with the contract or when they should have been so delivered.
(2) The sound value of the Goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of Goods of the same kind and quality and is presumed to be the FOB/FCA invoice value plus freight and insurance if paid.
(3) Compensation per Bill of Lading for Goods lost or damaged or for other damages shall not exceed US$ 1,000.00 legal tender of the USA.
(4) Compensation shall not, however, exceed the limits of the Hague Rules, Hague-Visby Rules/ US COGSA 1936/ or any other limit set under the applicable Conventions. In all other events the compensation shall not exceed US$ 2.00 per Kilo of gross weight of the Goods.
(5) Higher compensation may be claimed only when, with the consent of the Carrier, the value for the Goods declared by the Shipper and which exceeds the limits laid down in this Clause has been stated on page two overleaf of this Bill of Lading at the place indicated and when an ad valorem freight has been paid. In that case the amount of the declared value shall be substituted for that limit.

13. **Special Provisions for Liability and Compensation**

(1) Notwithstanding anything provided for in Clauses 11 and 12 above, the loss or damage of the Carrier and or the Merchant shall, in respect of liability of the Carrier, be determined by the provisions contained in any International Convention or national law which provisions cannot be departed from by private contract, to the detriment of the claimants and which would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and if there was received as evidence thereof any particular document which must be issued if such International Convention or national law shall apply.
(2) If neither the Hague- or Hague-Visby Rules or US COGSA 1936 or The Water Carriage Act of 1936 apply to carriage by sea by virtue of the foregoing provisions, the liability of the Carrier in respect of any carriage by sea shall be determined by the International Convention for the Unification of certain rules relating to Bills of Lading dated 25 August 1924 (Hague Rules) and any subsequent amendments thereto. The Hague-/Hague-Visby Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways as if such carriage were carriage by sea. They shall also apply to all Goods whether carried on deck or under deck.
(3) If it cannot be proven where or when or at what stage of the Carriage the Goods were lost or damaged, it shall be conclusively deemed to have occurred whilst at sea and the Carrier’s liability, if any, shall be determined in accordance with the provisions of Clause 13 (2).
(4) If the place of receipt or place of delivery is not named on page two overleaf
(a) the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto the vessel;
(b) if the place of delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises subsequent to discharge from the vessel.
(5) The clauses 11 to 13 of this Bill of Lading apply in addition to and shall not be construed as derogating from any defence or exclusion, restriction or limitation of liability available to the Carrier under the terms of this Bill of Lading or otherwise.

14. **Delay, Consequential Loss**

Unless expressly agreed, 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, and the Carrier shall not be liable for direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall be limited to the freight for the transport covered by this Bill of Lading, or to the value of the Goods as determined in Clause 12, whichever is the lesser.

15. **Notice of Loss of or Damage to the Goods**

(1) Unless notice of loss of or damage to the Goods, specifying the general nature of such loss or damage, is given in writing by the Merchant to the Carrier when the Goods are handed over to the Merchant, such handing over is prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.
(2) Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within three (3) consecutive days after the day when the Goods were handed over to the Merchant.

16. **Defences and Limits for the Carrier, Servants, etc.**

(1) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the Goods whether the action be founded in contract, bailment or in tort and even if the loss or damage arose as a result of unseaworthiness, negligence or fundamental breach of contract.
(2) The Merchant undertakes that no claim shall be made against any servant, agent, Subcontractor or other persons whose services the Carrier has used in order to perform this Contract and if a claim is nevertheless made, to indemnify the Carrier against all consequences thereof.
(3) Without prejudice to the foregoing every such servant, agent, and Subcontractor shall have the benefit of all Terms and Conditions of ts own behalf, and also as agent and trustee for such servants, agents and Subcontractors.

17. **Merchant’s Responsibility**

The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity and weight, as furnished by it and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The Merchant shall remain liable even if the Bill of Lading has been transferred.

18. **Shipper-packed Containers**

(1) If a Container has not been loaded, packed or stowed by the Carrier, the latter shall not be liable for loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:
(a) negligent loading, packing or stowing of the Container;
(b) the contents being unsuitable for carriage in Container; or
(c) the unsuitability or defective condition of the Container unless the Container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the Container was filled, packed or stowed.
(2) The Carrier does not accept liability for damage due to the unsuitability or defective condition of any equipment supplied by the Merchant.
(3) Containers supplied by or on behalf of the Carrier shall be returned to the Carrier with interiors clean, odour free to the point or place designated by the Carrier and in the same order and condition as handed over to the Merchant at the port of loading or any other inland destination and within the time prescribed in the Carrier's tariff or elsewhere. Should a Container not be returned in such manner the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.
(4) Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

19. **Dangerous Goods**

(1) The Merchant shall comply with all internationally recognised requirements and all rules which apply according to national law or by reason of international Convention, relating to the carriage of Goods of a dangerous nature, and shall in any event inform the Carrier in writing of the exact nature of the danger before Goods of a dangerous nature are taken into charge by the Carrier and indicate to it, if need be, the precautions to be taken.
(2) Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed, or rendered harmless, without compensation. The Merchant shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.
(3) If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to any person or property, they may in a like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average.
(4) Any hazardous cargo to be clearly marked with an asterisk on page two overleaf.

20. **Freight and Charges**

(1) The freight payable hereunder has been calculated and based on particulars of the Goods furnished by or on behalf of the Merchant. The Carrier shall be entitled at any time to reweigh, remeasure or revalue the Goods and for this purpose to open and remove and examine the contents of any Container(s) and if the particulars furnished are found to be incorrect, the freight shall be adjusted accordingly with a surcharge of 30% of the adjusted freight and the Merchant shall also pay any expenses incurred by the Carrier in checking the said particulars.
(2) Freight shall be deemed completely earned on receipt of the Goods by the Carrier and non-returnable in any event, Goods and/or Vessel lost or not lost and shall be paid by the Merchant immediately without any set-off, counter-claim or deduction or stay of execution but at latest before delivery of the cargo.
(3) Charges and/or expenses and/or claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach by Merchant of any of the terms and provisions of this Bill of Lading or of any statutory or regulatory requirement or to be paid by the Merchant as agreed and/or under the conditions of this Bill of Lading and/or under the statutory law are payable on demand shall be considered definitely payable in like manner as soon as the charges/expenses have been incurred.
(4) Merchants shall be jointly and severally liable to Carrier for freight, charges, expenses, demurrage, detention, advances and any and all costs associated with the abandonment of the Goods or a refusal of the consignee to take delivery whether or not page two overleaf has been marked “prepaid” or “collect” so long as freight, charges, expenses etc. (see above) remain unpaid.

21. **Lien**

The Carrier shall have a lien on the Goods and any documents relating thereto which shall survive delivery of the Goods for any sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and any contract preliminary hereto and for general average contributions to whomsoever due and for the cost and expenses of recovering such sums. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due from him to the Carrier in connection with any other shipment of the Merchant. The Carrier may exercise its lien at any time and place in its sole discretion and may dispose of or sell the Goods privately or by public auction without notice to the Merchant.

22. **General Average**

(1) General Average shall be adjusted at any port or place at the Carrier’s option, and to be settled according to the York-Antwerp Rules 1994, this covering all Goods, whether carried on or under deck. The New Jason Clause, as approved by BIMCO, to be considered as incorporated herein.
(2) Security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods.

23. **Both-to-Blame Collision Clause**

The Both-to-Blame Collision Clause as adopted by BIMCO shall be considered incorporated herein.

24. **U.S. Trade**

(1) In case the contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in the said Act shall govern before loading and after discharge and throughout the entire time the Goods are in the Carrier’s custody.
(2) If the U.S. COGSA applies, and unless the nature and value of the Goods have been declared by the shipper before the Goods have been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any loss of or damage to the Goods in an amount exceeding USD 500 per package or customary freight unit.
(3) The Southern District Court of New York to have sole jurisdiction in cases that are litigated for cargo shipped to or from the United States of America.

24. **Non-Waiver and Severability**

Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or defence, immunity, exemption, limitation of or exoneration from liability contained in applicable laws. The Terms and Conditions of this Bill of Lading (including all the terms and conditions of the Carrier’s applicable tariff incorporated herein by virtue of Clause 3 above) shall be separable, and if any part or term hereof shall be held invalid, this shall not affect the validity or enforceability of any other part or term hereof.

Shipper
INABATA EUROPE GMBH
AM SEESTERN 4
40547 DUESSELDORF
GERMANY

ANNIKA GERSTNER (MS.)
EMAIL: ANNIKA.GERSTNER@INABATA.COM

B/L No.
VER285692

SACO SHIPPING LINE LTD

SACO SHIPPING LINE LIMITED
44, Kroytser
PANORAMA Residence
Block A, Flat 01
3120 Limassol CYPRUS
FMC Organization No. 025875

6/08/HAM/169928

Copy

Consigned to order of
INABATA MEXICO, S.A. DE C.V.
AV. PASEO MONTE MIRANDA NO.5, PISO 4 DPTO.
601, FRACC. MONTE MIRANDA, EL MARQUES 76240
QUERETARO, QRO MEXICO IME1208151H7
ATTN: DANIELA SOTO (MS.)
EMAIL: SOTO.DANIELA@INABATA.COM
TEL: (442) 229-3104 / 02

Notify Party and address
INABATA MEXICO, S.A. DE C.V.
AV. PASEO MONTE MIRANDA NO.5, PISO 4 DPTO.
601, FRACC. MONTE MIRANDA, EL MARQUES 76240
QUERETARO, QRO MEXICO IME1208151H7
ATTN: DANIELA SOTO (MS.)
EMAIL: SOTO.DANIELA@INABATA.COM
TEL: (442) 229-3104 / 02

Place of receipt	
SCHWANDORF	

Ocean vessel	Port of loading
ADAMS 634W	BREMERHAVEN

Port of discharge	Place of delivery	Freight payable	Number of original Bills of Lading
ALTAMIRA	ALTAMIRA CFS	HAMBURG	0/ZERO

Marks and Nos.	Quantity of Goods	Description of Goods	Said to contain	Gross weight, kg.	Measurement, m^3
IK MEXICO NO. 1 & UP MADE IN GERMANY PO NO. IM 27901	1 PALLET	NABALOX NO 613-10 HS CODE 2818200090 MA00035271		1230,000	1,378
STOWED INTO CONTAINER NO.: MRSU6242380				SEAL : B191449	
TOTAL	**1 PALLET**			**1230,000 KGS**	**1,378 CBM**

FREIGHT PREPAID - SHIPPED ON BOARD - EXPRESS RELEASE

All particulars above declared by Merchant

For delivery of cargo please apply to:
INTERTEAM, S.A. DE C.V.
SERVICIOS INTERNACIONALS DE
COMERCIO, COLIMA 114 DESPACHO 201,
COLONIA ROMA,C.P. 06700 MEXICO D.F.
TEL:005255146915,FAX:005252087989
CHRISTIAN.VEGA@INTERTEAM.COM.MX

RECEIVED for shipment the above mentioned Goods in apparent good order and condition as far as could be ascertained by exercising reasonable means of checking or as stated above.

The Carrier in accordance with the provisions contained on this side and on the reverse side of this document;
a) undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this document, and
b) assumes liability as prescribed in this document for such transport.

One of the Bills of Lading to be surrendered duly endorsed in exchange for the Goods or delivery order.

IN WITNESS whereof three (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

Place and date of issue
HAMBURG 30.08.2026

Declared Value of the Goods (see clause 12)
US$
Ad valorem freight paid:

Signed on behalf of the Carrier SACO SHIPPING LINE LIMITED

SACO Shipping GmbH
Wollkämmereistraße 1
21107 Hamburg
Germany

As agent only for SACO SHIPPING LINE LIMITED LIMASSOL

Note:
The Merchant's attention is called to the fact that according to Clauses 11 to 13 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the goods and delay