# Ships Bag for MB/L ONEYHAMEA1082600


**Container: TRHU5776070** **1**

**00346 MANIFEST 0926368.pdf** **1**

**PL SHEET TRHU 577 607 0.pdf** **2**

**AMEA1082600 draft 20240917165708.pdf** **3**

**HB/L: 2214-04939-09** **6**
TYP: Externes B/L . . . . . 6
VER275410 HBL 120.pdf . . . . . 6

**HB/L: 83147462** **9**
TYP: Externes B/L . . . . . 9
VER275366 HBL 118.pdf . . . . . 9

**HB/L: VER275330** **11**
TYP: B/L . . . . . 11
SACO Shipping Line Ltd. B/L VER275330 VER27533 . . . . . 11

**HB/L: VER275391** **12**
TYP: B/L . . . . . 12
SACO Shipping Line Ltd. B/L VER275391 VER27539 . . . . . 12

**HB/L: VER275416** **13**
TYP: B/L . . . . . 13
SACO Shipping Line Ltd. B/L VER275416 VER27541 . . . . . 13

# Manifest



Container-No.: TRHU5776070 40' HIGH CUBE CONTAINER Seal-No.: WWA01-0262113
Vessel: SAC3980 / ONE TRITON
ETS:
Master-B/L.: ONEYHAMEA1082600

| BL-Ref | Marks & Nos | Qty | Packing | Description of goods | Kos | Cbm |
|---|---|---|---|---|---|---|
| 2214-04939 | ALLIANZTEC SA DE CV CALLE DEL CALAO N3 FRACCIONAMIENTO LAS ALAMEDAS 52970 ATIZAPAN DE ZARAGOZA MEXICO GAN-24-08-0 | 3 | PALLETS | S.T.C. GLUE HARMLESS . HS CODE: 35061000 | 1357.000 | 4.752 |
| 83147462 | 00373500097118 833217 1001910473 | 2 | PACKAGES | S.T.C. HEAT EXCHANGER S. PARTS HS CODE 84195080 | 560.060 | 2.704 |
| VER275330 | FULLTECH | 18 | PALLETS | CYLINDER LINERS HS CODE: 84099100 | 10361.16 | 17.854 |
| VER275391 | MINERALMUHLE LEUN, RAU GMBH & CO. KG VOESTALPINE BOHLER MEXICO | 9 | PALLETS | FELDSPAT AKFLUX 900 RM01 SF AS PER INVOICE: 45153 HS-CODE: 252910 | 9180.000 | 11.128 |
| VER275391 | MINERALMUHLE LEUN, RAU GMBH & CO. KG VOESTALPINE BOHLER MEXICO | 1 | PALLET | PETALIT R274 AS PER CUSTOMS INVOICE: 45156 HS-CODE: 253090 | 320.000 | 0.588 |
| VER275416 | VER275416 | 12 | PACKAGES | S.L.A.C. GROMMET HS-CODE: 40169957 | 2964.000 | 19.958 |

| Total | Quantity | Grossweight | Measurement |
|---|---|---|---|
| | **45** | **24.742.220** | **56.984** |

amended on: 05.10.2023 by ECH

# Mexico PL-Sheet 2024

vallid from October 1st 202

| SACO Ref.: | Vessel: | Port: | ETA: | Container: |
|---|---|---|---|---|
| 4/09/HAM/1675 | ONE TRITON | Veracruz | 06.10.2024 | TRHU 577 607-0 |

| B/L | COLLECT | incl.Special charges | Doc fee | Unstuffing | Admin Fee | Transm.Fee | Port Transf | On Carriage | 0,00 USD | Quote No.: |
|---|---|---|---|---|---|---|---|---|---|---|
| VER275330 | 660,60 | | | | | | | | | |
| VER275388 | 492,07 | | | | | | | | | |
| 2214-04939-09 | 228,10 | | | | | | | | | |
| VER275416 | 957,98 | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | | | | | | | | | |
| | 2338,75 | | 0,00 | 0,00 | 0,00 | 0,00 | 0,00 | | 0,00 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| COLLECT FREIGHT TOTAL | | | | 2.338,75 USD | 2.338,75 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 01.10.2023 | FRT: | 56,984 | 1.367,62 USD | 1.367,62 USD | debit to Interteam |
| Hartrodt Kickback USD 4,50 w/m | | FRT: | | 0,00 USD | 35,15 USD | debit to Interteam |
| Quick Cargo Kickback USD 3,- w/m | | FRT: | 11,716 | 35,15 USD | | |
| BDP / ED Forwarding Kickback USD 4,- w/m | | FRT: | | 0,00 USD | | |
| Linkin / Europartner Kickback USD 4,-w/m | | FRT: | | 0,00 USD | | |
| DHL compensation USD 20,-w/m | | FRT: | | 0,00 USD | 0,00 USD | credit to Interteam |

**TOTAL AMOUNT** 3.741,51 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 | Geodis | USD 37,- | USD 22,-w/m | USD 11,- | USD 11,- | USD 11,-w/m |

ONE
OCEAN NETWORK EXPRESS

# DRAFT - NON NEGOTIABLE



## SEA WAYBILL

**SHIPPER/EXPORTER**
SACO SHIPPING GMBH
AS AGENT OF SACO SHIPPING LINE
LIMITED WOLLKAEMMEREISTR. 1
D-21107 HAMBURG / GERMANY SH>

**BOOKING NO.** HAMEA1082600

**SEA WAYBILL NO.** ONEYHAMEA1082600

**EXPORT REFERENCES**(for the Merchant's and/or Carrier's reference only. See back clause 8. (4).)
409HAM1675DECH
198136

**CONSIGNEE**
INTERTEAM SA DE CV
TAX ID NR: INT-961206-ES7 COLIMA
114 DESPACHO 201 COLONIA
ROMA CP 06700 MEXICO D.F. CN>

**FORWARDING AGENT-REFERENCES**
FMC NO.

**NOTIFY PARTY** (It is agreed that no responsibility shall be attached to the Carrier or its Agents for failure to notify)
INTERTEAM SA DE CV
TAX ID NR: INT-961206-ES7 COLIMA
114 DESPACHO 201 COLONIA
ROMA CP 06700 MEXICO D.F. NP>

RECEIVED by the Carrier 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 entitled "Carrier's Receipt", to be carried subject to all the terms and conditions hereof from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, as applicable. Delivery of the Goods to the Carrier for Carriage hereunder constitutes acceptance by the Merchant (as defined hereinafter) (i) of all the terms and conditions, whether printed, stamped or otherwise incorporated on this side and on the reverse side of this Bill of lading and the terms and conditions of the Carrier's applicable tariff(s) as if they were all signed by the Merchant, and (ii) that any prior representations and/or agreements for or in connection with Carriage of the Goods are superseded by this Bill of Lading. If this is a negotiable (To Order/of) Bill of Lading, one original Bill of Lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with any outstanding Freight) in exchange for the Goods or a Delivery Order or the pin codes for any applicable Electronic Release System. If this is a non-negotiable (straight) Bill of Lading, or where issued as a Sea Waybill, the Carrier shall deliver the Goods or issue a Delivery Order or the pin codes for any applicable Electronic Release System (after payment of outstanding Freight) to the named consignee against the surrender of one original Bill of Lading, or in the case of a Sea Waybill, on production of such reasonable proof of identify as may be required by the Carrier, or in accordance with the national law at the Port of Discharge or Place of Delivery as applicable. IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated at the top, all of this tenor and date, and whenever one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

**PRE-CARRIAGE BY**

**PLACE OF RECEIPT** HAMBURG

**OCEAN VESSEL VOYAGE NO. FLAG** ONE TRITON 109W

**PORT OF LOADING** HAMBURG

**FINAL DESTINATION**(for the Merchant's reference only) VERACRUZ

**PORT OF DISCHARGE** VERACRUZ

**PLACE OF DELIVERY** VERACRUZ

**TYPE OF MOVEMENT**(IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) FCL / FCL CY / CY

(CHECK "HM" COLUMN IF HAZARDOUS MATERIAL) **PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER**

| CNTR. NOS. W/SEAL NOS. MARKS & NUMBERS | QUANTITY (FOR CUSTOMS DECLARATION ONLY) | HM | DESCRIPTION OF GOODS | GROSS WEIGHT | GROSS MEASUREMENT |
|---|---|---|---|---|---|
| TRHU5776070 / WWA01-0262113 | | | / 45 PACKAGES /FCL / FCL/40HQ | /24742.220KGS | /56.984M3 |
| FULLTECH | 18 PACKAGES | | CYLINDER LINERS<br>HS CODE: 84099100 | 10361.160KGS | 17.854CBM |
| 00373500097118<br>833217<br>1001910473 | 2 PACKAGES | | S.T.C.<br>HEAT EXCHANGER S. PARTS<br>HS CODE 84195080 | 560.060KGS | 2.704CBM |
| MINERALMUHLE<br>LEUN, RAU GMBH<br>&<br>CO. KG | 1 PACKAGE | | PETALIT R274<br>AS PER CUSTOMS INVOICE:<br>45156<br>HS-CODE: | 320.000KGS | 0.588CBM |

** TO BE CONTINUED ON ATTACHED LIST **

Declared Cargo Value US $ _____ . If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

**FREIGHT & CHARGES PAYABLE AT / BY:** HAMBURG, HH
MEXICO CITY

**SERVICE CONTRACT NO.** THAMN00236A

**DOC FORM NO.**

**COMMODITY CODE**

**EXCHANGE RATE**

| CODE | TARIFF ITEM | FREIGHTED AS | RATE | PREPAID | COLLECT |
|---|---|---|---|---|---|
| | | | | | |

[0] ORIGINAL BILLS(S) HAVE BEEN SIGNED.

**DATE CARGO RECEIVED**

**DATE LADEN ON BOARD**

**PLACE OF BILL(S) ISSUE** HAMBURG

**DATED**

The printed terms and conditions on this Bill are available at its website at www.one-line.com

SIGNED BY: OCEAN NETWORK EXPRESS (EUROPE) LTD. GERMANY BRANCH
, as agent for and on behalf of

Ocean Network Express Pte. Ltd. (ONE), AS CARRIER

# DRAFT - NON NEGOTIABLE

VESSEL VOYAGE: ONE TRITON 109W B/L NO.: ONEYHAMEA1082600

| CNTR NOS. W/SEAL NOS. MARKS & NUMBERS | QUANTITY (FOR CUSTOMS DECLARATION ONLY) | HM | DESCRIPTION OF GOODS | GROSS WEIGHT | MEASUREMENT |
|---|---|---|---|---|---|
| VOESTALPINE<br>BOHLER MEXICO | | | 253090 | | |
| MINERALMUHLE<br>LEUN, RAU GMBH<br>&<br>CO. KG<br>VOESTALPINE<br>BOHLER MEXICO | 9<br>PACKAGES | | FELDSPAT AKFLUX 900 RM01<br>SF<br>AS PER INVOICE:<br>45153<br>HS-CODE:<br>252910 | 9180.000KGS | 11.128CBM |
| ALLIANZTEC SA<br>DE<br>CV<br>CALLE DEL CALAO<br>N3<br>FRACCIONAMIENTO<br>LAS ALAMEDAS<br>52970 ATIZAPAN<br>DE ZARAGOZA<br>MEXICO<br>GAN-24-08-0 | 3<br>PACKAGES | | S.T.C.<br>GLUE<br>HARMLESS<br>.<br>HS CODE: 35061000 | 1357.000KGS | 4.752CBM |
| VER275416 | 12<br>PACKAGES | | S.L.A.C.<br>GROMMET<br>HS-CODE: 40169957<br><br>SH> TAX-ID. DE-118597456<br><br>CN> TEL:005255146915<br>FAX:005252087989<br><br>NP> TEL:005255146915<br>FAX:005252087989 | 2964.000KGS | 19.958CBM |

OCEAN FREIGHT PREPAID
SHIPPED ON BOARD
SHIPPER'S LOAD, STOW AND COUNT

AS PER MEXICAN CUSTOMS AUTHORITY REGULATION, THE INFORMATION IN THE MASTER BILL OF LADING BL CAN BE AMENDED BEING SUBJECT TO CUSTOMS PENALIZATION TO DECLARE INCORRECT INFORMATION; IF THIS BILL OF LADING IS AMENDED AND ONE OCEAN NETWORK EXPRESS SHIPPING MEXICO SA DE CV OR ANY AGENCY ON THEIR REPRESENTATION IS NOTIFIED ABOUT ANY PENALIZATION, THE SAME WILL BE UNDER SHIPPER OR CONSIGNEE RESPONSIBILITY.
INLAND TRANSPORTATION IN MEXICO IS CARRIED OUT ACCORDING TO LOCAL REGULATIONS. THE INFORMATION IN THE MASTER BILL OF LADING CAN BE AMENDED SUBJECT TO CUSTOMS REVIEW AND PENALIZATION IF THE BILL OF LADING IS ALLOWED TO AMEND, THE REQUESTER OF THE AMENDMENT SHALL BE RESPONSIBLE FOR SUCH CUSTOMS PENALTY AND INDEMNIFY THE CARRIE AND ITS AGENTS AGAINST ANY CONSEQUENCES WHATSOEVER IN RELATION TO SUCH AMENDMENT.

VER275330
83147462
VER275391
VER275391
2214-04939-09
VER275416

AGENT AT DESTINATION:
ONE OCEAN NETWORK EXPRESS SHIPPING MEXICO,
S.A. DE C.V. CIUDAD DE MEXICO

SIGNED BY: OCEAN NETWORK EXPRESS (EUROPE) LTD. GERMANY BRANCH

, as agent for and on behalf of

Ocean Network Express Pte. Ltd.
(ONE), AS CARRIER

# DRAFT - NON NEGOTIABLE

VESSEL VOYAGE: ONE TRITON 109W

B/L NO.: ONEYHAMEA1082600

| CNTR NOS. W/SEAL NOS. MARKS & NUMBERS | QUANTITY (FOR CUSTOMS DECLARATION ONLY) | H M | DESCRIPTION OF GOODS | GROSS WEIGHT | MEASUREMENT |
|---|---|---|---|---|---|
| PASEO DE LA REFORMA 180,<br>PISO 19, COLONIA JUAREZ,<br>DEL. CUAUHTEMOC, CIUDAD DE MEXICO,<br>C.P. 06600 TEL: 5547808200 | | | | | |

SIGNED BY: OCEAN NETWORK EXPRESS (EUROPE) LTD. GERMANY BRANCH

, as agent for and on behalf of

Ocean Network Express Pte. Ltd.
(ONE), AS CARRIER

Shipper
WIKO KLEBETECHNIK SP. Z.O.O.
EKONOMICZNA 8
42-271 CZESTOCHOWA / POLAND

# SEA WAYBILL

B/L No. 2214-04939-09

CONTAINER LINE LTD.

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

Consigned to order of
ALLIANZTEC SA DE CV
CALLE DEL CALAO N3 FRACCIONAMIENTO
LAS ALAMEDAS 52970 ATIZAPAN
DE ZARAGOZA
MEXICO

Notify Party and address
SAME AS CONSIGNEE

## COPY NOT NEGOTIABLE

| Ocean Vessel | Voyage No. | Port of Loading | Place of Acceptance |
|---|---|---|---|
| ONE TRITON | 109W | HAMBURG | |
| **Port of Discharge** | **Place of Delivery** | **Freight payable** | **Number of original Bills of Lading** |
| VERACRUZ | | DESTINATION | NONE |

| Marks and Nos. | Quantity and description of goods | Gross weight, kg | Measurement, m3 |
|---|---|---|---|
| | AS PER ATTACHED STATEMENT | | |
| | 3 PALLET TOTAL | 1357,000 | |

CONTAINER :
SEAL NUMBER :

FREIGHT COLLECT

E X P R E S S - R E L E A S E D - B / L
(NONE ORIGINAL ISSUED)

All particulars above declared by Merchant

For delivery of cargo please apply to
INTERTEAM S.A. DE C.V.
COLIMA 114 DESPACHO 201
COLONIA ROMA,C.P.
06700 MEXICO D.F. / MEXICO
TEL: +5255146915

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, 19.09.2024

**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 SYSTEMS GMBH

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

POSITION : 2214-04939-09 STATEMENT NO. : 1

ONE TRITON HAMBURG

VERACRUZ

| Marks and numbers | Quantity and description of goods | | Gross weight Measurement |
|---|---|---|---|
| ALLIANZTEC SA DE CV<br>CALLE DEL CALAO N3<br>FRACCIONAMIENTO<br>LAS ALAMEDAS 52970<br>ATIZAPAN<br>DE ZARAGOZA<br>MEXICO<br>GAN-24-08-0 | 3 PALLETS | S.T.C.<br>GLUE<br>HARMLESS<br><br>HS CODE: 35061000 | 1357,000 |
| | 3 PALLET | TOTAL | 1357,000 |

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 the law which applies to this leg of carriage.
(2) The Carrier shall, however, be relieved of liability for any loss or damage if 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 whatsoever nature herein contained or otherwise benefiting the Carrier including Clause 5 hereof (the law and jurisdiction clause) as if such Terms and Conditions (including Clause 5) were expressly for their benefit and, in entering into this contract, the Carrier, to the extent of such Terms and Conditions, does so on its 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.

25. **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.

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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<br>JERNHOLMEN 49<br>DK-2650 HVIDOVRE,DENMARK | 83147462 | 83147462 |
| | EXPORT REFERENCES<br>CPH35522023 | |

| CONSIGNEE (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) | FORWARDING AGENT, F.M.C. NO |
|---|---|
| SGL TRANSGROUP DE MEXICO SA DE CV<br>AV. PASEO DE LAS PALMAS NO. 405 INT<br>501, LOMAS DE CHAPULTEPEC III SECCION, MIGUEL<br>HIDALGO 11000 CIUDAD DE MEXICO, MEXICO | SCAN GLOBAL LOGISTICS A/S<br>JERNHOLMEN 49<br>2650 HVIDOVRE DENMARK DK<br>32480000 32480101 |
| | POINT AND COUNTRY OF ORIGIN OF GOODS |

| NOTIFY PARTY (COMPLETE NAME AND ADDRESS) | FOR DELIVERY PLEASE APPLY TO |
|---|---|
| SAME AS CONSIGNEE<br>+55 43402710 /<br>DIANAA.MEX@TRANSGROUP.COM<br>MXSTM2012087C3 DIANA MARISOL ALFARO | INTERTEAM S.A.DE C.V.<br>COLIMA 114 DESPACHO 201<br>COLONIA ROMA, C.P.<br>06700 MEXICO D.F. ME MEXICO<br>PHONE: 0052-551-469-15 |

| PRE-CARRIAGE BY* | PLACE OF RECEIPT BY PRE-CARRIER* | TRANSSHIPMENT PORT |
|---|---|---|
| | AARHUS | |
| **EXPORT CARRIER (VESSEL/VOY/FLAG)** | **PORT OF LOADING** | **LOADING PIER/TERMINAL** |
| ONE TRITON 109W | HAMBURG | CFS / CFS |
| **PORT OF DISCHARGE** | **PLACE OF DELIVERY BY ON CARRIER*** | **NUMBER OF ORIGINALS** |
| VERACRUZ | VERACRUZ, MEXICO | 0/EXPRESS |

PARTICULARS FURNISHED BY SHIPPER

| MARKS & NOS/CONTAINER NOS | NO. OF PKGS | DESCRIPTION OF PACKAGES AND GOODS | GROSS WEIGHT | MEASUREMENT |
|---|---|---|---|---|
| 00373500097118<br>833217<br>1001910473 | 2 | PACKAGES S.T.C.<br>HEAT EXCHANGER S. PARTS<br>HS CODE 84195080<br><br>FREIGHT PREPAID | 1234.719 Lbs<br>560.060 Kgs | 95.491 Cbf<br>2.704 Cbm |
| | | Page 1 of 1 Total: | 1234.719 Lbs<br>560.060 Kgs | 95.491 Cbf<br>2.704 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 SEP 19, 2024

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 or hinder Carrier or Service Provider 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; any quarantine restrictions; 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 imposed by any 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 THIS 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 modes 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 insofar 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 or COGSA 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 unenforceable, 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 accordance 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 or inland 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 laws, when compulsorily 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/sweat, 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 whatsoever of or from Merchant, (ii) wastage in bulk or weight, (iii) delay, (iv) inherent vice or defect in 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 deferment 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 contract, stoppage, interruption or failure of any process or system, 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 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) Without prejudice to any other rights or remedies, 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 shall be deemed to be the true value of the Goods and 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 removal of the Goods into 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 and information correctly and truthfully completed for the Services and that all Goods, documents, information and Packaging will 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/labelling to inform 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 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 Goods howsoever caused (including but not limited to 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 may at its 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 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.

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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 Goods howsoever caused (including but not limited to 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.

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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 TR

Shipper
CARGOMIND GMBH
FREUDENAUER HAFENSTRASSE 20
1020 VIENNA
AUSTRIA

B/L No.
VER275330

SACO SHIPPING LINE LTD

Consigned to order of
ZEIT FFW SA DE CV ZFF181128P4A
PROL I ZARAGOZA N. 99 LOCAL 46
CP 76180 JARDINES DE LA HACIENDA
QUERETARO, QRO MEX.
KARINA BONILLA 4421867950.
OPERACIONES.QRO@GRUPOZEIT.COM

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

4/09/HAM/167518

Notify Party and address
ZEIT FFW SA DE CV ZFF181128P4A
PROL I ZARAGOZA N. 99 LOCAL 46
CP 76180 JARDINES DE LA HACIENDA
QUERETARO, QRO MEX.
KARINA BONILLA 4421867950.
OPERACIONES.QRO@GRUPOZEIT.COM

# Copy

Place of receipt
HAMBURG CFS

Ocean vessel
ONE TRITON 109W

Port of loading
HAMBURG

| Port of discharge | Place of delivery | Freight payable | Number of original Bills of Lading |
|---|---|---|---|
| VERACRUZ | VERACRUZ CFS | VERACRUZ | 0/ZERO |

| Marks and Nos. | Quantity of Goods | Description of Goods | Said to contain | Gross weight, kg. | Measurement, $m^3$ |
|---|---|---|---|---|---|
| FULLTECH | 18 PALLETS | CYLINDER LINERS<br>HS CODE: 84099100 | | 10361,160 | 17,854 |
| STOWED INTO CONTAINER NO.: TRHU5776070 | | | | SEAL : WWA01-0262113 | |
| **TOTAL** | **18 PALLETS** | | | **10361,160 KGS** | **17,854 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
DANIELA.BORJA@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
WIEN 24.09.2024

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
QCS-QUICK CARGO SERVICE GMBH
WERNER-WITT-STRASSE 5
21035 HAMBURG, GERMANY
TAX-ID: DE114202533
TELEPHONE: 0049408662530

B/L No.
VER275391

SACO SHIPPING LINE LTD

Consigned to order of
AIRMAR TRANSPORTES INTERNACIONALES
S.A. DE C.V.
NORTE 174, NO. 549, COL PENSADOR
MEXICANO
15510 MEXICO, CMX
MEXICO

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

Notify Party and address
SAME AS CONSIGNEE
TAX ID: ATI 9307029F8
TEL: 52.55.19.99.90.00

4/09/HAM/167536

# Copy

Place of receipt
HAMBURG CFS

Ocean vessel
ONE TRITON 109W

Port of loading
HAMBURG

| Port of discharge | Place of delivery | Freight payable | Number of original Bills of Lading |
|---|---|---|---|
| VERACRUZ | VERACRUZ CFS | VERACRUZ | 0/ZERO |

| Marks and Nos. | Quantity of Goods | Description of Goods | Said to contain | Gross weight, kg. | Measurement, m³ |
|---|---|---|---|---|---|
| MINERALMUHLE<br>LEUN, RAU GMBH &<br>CO. KG<br>VOESTALPINE<br>BOHLER MEXICO | 9 PALLETS | FELDSPAT AKFLUX 900 RM01<br>SF<br>AS PER INVOICE:<br>45153<br>HS-CODE:<br>252910 | | 9180,000 | 11,128 |
| STOWED INTO CONTAINER NO.: TRHU5776070 | | | | SEAL : WWA01-0262113 | |
| MINERALMUHLE<br>LEUN, RAU GMBH &<br>CO. KG<br>VOESTALPINE<br>BOHLER MEXICO | 1 PALLET | PETALIT R274<br>AS PER CUSTOMS INVOICE:<br>45156<br>HS-CODE:<br>253090 | | 320,000 | 0,588 |
| STOWED INTO CONTAINER NO.: TRHU5776070 | | | | SEAL : WWA01-0262113 | |
| **TOTAL** | **10 PACKAGES** | | | **9500,000 KGS** | **11,716 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
DANIELA.BORJA@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 24.09.2024

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

A Member of WorldWideAlliance

**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
REDLINE SPEDITION & LOGISTIK GMBH
MARBURGER STR 427
57223 KREUZTAL
GERMANY

B/L No.
VER275416

SACO SHIPPING LINE LTD

Consigned to order of
CAN FORWARDING S DE RL DE CV
MARIO MORENO 117 LA JOYA 76180
QUERETARO QRO MEXICO
RFC: CFO160906L48
ELIZABETH MARQUEZ, +52 442 135 4887

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

Notify Party and address
CAN FORWARDING S DE RL DE CV
RFC: CFO160906L48
ELIZABETH MARQUEZ,
+52 442 135 4887, E-MAIL:
CUSTOMER@CANFORWARDING.COM.MX

4/09/HAM/167559

**Copy**

| | Place of receipt |
|---|---|
| | HAMBURG CFS |

| Ocean vessel | Port of loading |
|---|---|
| ONE TRITON 109W | HAMBURG |

| Port of discharge | Place of delivery | Freight payable | Number of original Bills of Lading |
|---|---|---|---|
| VERACRUZ | VERACRUZ CFS | DESTINATION | 0/ZERO |

| Marks and Nos. | Quantity of Goods | Description of Goods | Said to contain | Gross weight, kg. | Measurement, $m^3$ |
|---|---|---|---|---|---|
| VER275416 | 12 PACKAGES | S.L.A.C.<br>GROMMET<br>HS-CODE: 40169957 | | 2964,000 | 19,958 |

STOWED INTO CONTAINER NO.: TRHU5776070 SEAL : WWA01-0262113

| | | | |
|---|---|---|---|
| **TOTAL** | **12 PACKAGES** | **2964,000 KGS** | **19,958 CBM** |

FREIGHT COLLECT - SHIPPED ON BOARD - EXPRESS RELEASE

All particulars above declared by Merchant

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COMERCIO, COLIMA 114 DESPACHO 201,
COLONIA ROMA,C.P. 06700 MEXICO D.F.
TEL:005255146915,FAX:005252087989
DANIELA.BORJA@INTERTEAM.COM.MX

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HAMBURG 24.09.2024

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Signed on behalf of the Carrier SACO SHIPPING LINE LIMITED

**SACO Shipping GmbH**
Wollkämmereistraße 1
21107 Hamburg
Germany

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