## **VOLUNTARY AGENCY AND CARRIER CERTIFICATE**

| NATED RELIEF CARGO, Dehydrated rice m. Procurement Authorization No.  | 2. Invoid   | ce Numbe  | er   | 3. Source Country Code  |  |  | 250635<br> 4. Long Tons  |   |
|---|---|---|--|---|--|--|--|---|
|   |   |   | \$3130   |   |  |  | 18.6   |   |
| . Vessel Name   | Bulk  | Berth   | Tanker   | 6. Flag   | 7. Port of Ex  | cit  |  | 8. Date B/L   |
| MSC IVORY COAST - MEDUJV423077  | ,   | XX  |  | Liberia   | New York   |  |  | 6/21/25   |
| . Name of Voluntary   |   |   | D. Code  | 11. Port of Deba  |  |  | t of Entry (In   |   |
| World Help  |   | 94  | 500  | 1   | ome  | Recipier   | nt Country)  |   |
| 3. Certificate of Ocean Freight Supplier. (1) The<br>e Agency for International Development (A.I.D<br>w that (i) he/she is entitled under the contract of<br>e shipper-voluntary agency and (ii) the sum ch<br>gency does not exceed the prevailing rate, if ar<br>aid to the undersigned for similar services by or  | ) under pena<br>of carriage to<br>arged to the<br>ay, for similar   | alties prov<br>the sum of<br>shipper-verses of<br>services  | rided by<br>charged to<br>roluntary<br>or the rate   | terms of the contra   | romptly make ref<br>gency in the eve   | und to A.I.<br>nt of nonp  | D. of the sun<br>erformance of<br>of any of the  | n charged to th<br>of any of the  |
| Missionary Expediters, Inc. oti 268   | Magle   | 60  | ~  | PROJECT M.  | ANAGER N   | EW ORL   | EANS   | 6/25/25   |
| Name of firm Authorit   | Magaly<br>zed/signature   | 300   | 5  | Title   | I I I I I I I I I I I I I I I I I I I  |  | e executed   |   |
| revailing rate covering the inland transportation blocks 3, 11, and 12, and consequently it was ansportation on a negotiated basis, and (ii) the neated costs (if any) set forth on the attache ot, to the best of his/her knowledge and belief, her shippers in comaparable shipments.  World Help   | necessary to<br>negotiated in<br>d claim for re   | o secure s<br>nland freig<br>eimburser  | such inland<br>ght rate(s)<br>ment are<br>charged  | transportation and<br>the reimbursement<br>Assistance Act of 1<br>or procedures of A.<br>is determined by the<br>reimbursement was<br>reipient country.   | s were improper<br>961, any relevar<br>I.D. promulgated<br>e agency or A.I.I   | as being in<br>it appropria<br>I under any<br>D. that any  | n violation of<br>ation acts, or<br>y of these ac<br>of the suppli                             | the Foreign<br>any rules, regits, or (iii) whe<br>ies for which   |
| Name of firm Authoriz   | zed signature   | Э   |  | Title   |  | Plac   | e executed   |   |
|   | ESS RELEA foreign inla  | ASE<br>nd freight   |  |   |  | country; ( )   | ) lower cost   | than  |
| (b) False statements herein are punic<br>EXPR<br>AID 1550-1 (1/91) Reimbursement for<br>to sea port of destir   | ESS RELEA<br>foreign inlanation country<br>FARY AGE<br>VOLUNTA  | ASE  nd freight y; ( ) sea  ENCY A  ARY RELI  | port of dest  ND CARI  IEF AGEN  | tination country car<br>RIER CERTIFIC<br>ICY SHIPMENTS  | anot be used.  |  |  |   |
| (b) False statements herein are punic<br>EXPR<br>AID 1550-1 (1/91) Reimbursement for<br>to sea port of destir   | ESS RELEA<br>foreign inlanation country<br>FARY AGE<br>VOLUNTA  | ASE  nd freight  y; () sea  | port of dest  ND CARI  IEF AGEN  | tination country car<br>RIER CERTIFIC<br>ICY SHIPMENTS  | nnot be used.  |  | ) lower cost   |   |
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AID 1550-1 (1/91) Reimbursement for foreign inland freight is included because it is: ( ) to a land-locked country; ( ) lower cost than to sea port of destination country; ( ) sea port of destination country cannot be used.

| See website for large version of the reverse   Ver página Web para   | a términos y condiciones   Смотрите  | веб-сайт для ознако   | мления с условиями и положениями   | 提单的条款和条件详请见网站   www.msc.com  |  |  |
|--|--|---|--|--|--|--|
| MEDITERRANEAN SHIPPING O   | COMPANY S.A.   | SEA WAYE  | BILL No.<br>TABLE - COPY   | MEDUJV423077 "Port-to-Port" or "Combined Transport" (see Clause 1) |  |  |
| SC Website: www.msc.com  | SCAC Code : MSCU   | NO. & SEQUENCE O  |  | NO. OF RIDER PAGES   |  |  |
| SHIPPER: NAVIGATION NETWORK, INC.  |  | FORWARDING AGEN   | NT:  | ·  |  |  |
| 5620 TCHOUPITOULAS ST<br>NEW ORLEANS LA 70115<br>US  | REF #: 250635<br>LORETTAK@MXSHIPPING.COM                                   |   |  |  |  |  |
| CONSIGNEE: MISSION ABWE L HPITAL DE L ESPRANCE   |  | CARRIER'S AGENTS  | ENDORSEMENTS: (Include Agent(s) at POI   | D)   |  |  |
| BP 10 MANGO, TOGO  | YOVO KODZO<br>90 054511<br>YOVOKODJOA@GMAIL.COM                            | LLOYDS/IMO NUMBER: 997447<br>ON MERCHANT HAULAGE MO'<br>CANNOT BE HELD LIABLE FOR | VES IT IS CONSIGNEE'S RESPONSIBILITY TO SETTLE TERMINAL  | L HANDLING CHARGES DIRECTLY WITH THE PORT OF DISCHARGE MSC         |  |  |
| NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Ag Clause 20)  MISSION ABWE  06 BP 61535  LOME , TOGO | ent for failure to notify - see  YOVO KODZO 90 054511 YOVOKODJOA@GMAIL.COM | Terms and Conditions for<br>as to the MSC Agency T                                | to the MSC Sea Waybill or Bill of Lading<br>yund at the back of this document, as well<br>erms and Conditions available at<br>r-terms which are incorporated by reference. |  |  |  |
| VESSEL & VOYAGE NO. (see Clauses 8 & 9) MSC IVORY COAST - MU525E   | PORT OF LOADING NEW YORK   |   | PLACE OF RECEIPT: (Combined Transport CHICAGO  | ONLY - see Clauses 1 & 5.2)  |  |  |
| BOOKING REF. SERVICE CONTRACT NUMBER  EBKGQ000CF9D IQ936H6GW   | PORT OF DISCHARGE  LOME  |   | PLACE OF DELIVERY : (Combined Transpo  | ort ONLY - see Clauses 1 & 5.2)                                    |  |  |

| ontainer Numbers, Seal | Description of Packages and Goods                                       | Gross Cargo Weight | Measuremer |  |
|------------------------|---|--------------------|------------|--|
| Numbers and Marks      | (Continued on attached Sea Waybill Rider page(s), if applicable)        | Gross Cargo Weight | weasureme  |  |
|                        | PLEASE SEE ATTACHED RIDER PAGE(S) FOR DESCRIPTION OF PACKAGES AND GOODS |                    |            |  |
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| If above commodities, technology or software were exported f   | rom the U  | SA, the expo | ort administ | ration regulat | ions must be complied wit  | h by the Merchant. Diversi | ion, contrary to US law is prohibited.   |  |  |  |  |
|--|------------|--------------|--------------|----------------|--|----------------------------|--|--|--|--|--|
| FREIGHT & CHARGES Cargo shall not be delivered   | l unless l | Freight & c  | charges ar   | e paid (see 0  | Clause 16).  |                            | RECEIVED by the Carrier from the Shipper in apparent good order and condition unless   |  |  |  |  |
|  |            |              |              |                | PAYABLE AT   |                            | otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the term hereof from the |  |  |  |  |
| FREIGHT AND CHARGES  | BASIS      | RATE         | F            | OL             | POD  | ELSEWHERE                  | Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever  |  |  |  |  |
| INTERMODAL (PRECARRIAGE)   | 1.00       | 540.00       | USD          | 540.00         |  |                            | is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS   |  |  |  |  |
| ISPS INTL POL PSC  | 1.00       | 18.00        | USD          | 18.00          |  |                            | AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT. AND WARRANTS HE HAS AUTHORITY TO DO  |  |  |  |  |
| LOW SULPHUR FUEL CONTRIBUTION  | 1.00       | 120.00       | USD          | 120.00         |  |                            | SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE   |  |  |  |  |
| OCEAN FREIGHT  | 1.00       | 1.311.00     | USD          | 1,311.00       |  |                            | INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER   |  |  |  |  |
| CARRIER SECURITY FEE TMS   | 1.00       | 11.00        | USD          | 11.00          |  |                            | THE CARRIER'S AFFEIGABLE TARIFF AS IF THE TWERE ALL SIGNED BY THE SHIFFER  |  |  |  |  |
| BUNKER RECOVERY CHARGE   | 1.00       | 730.00       | USD          | 730.00         |  |                            | Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to   |  |  |  |  |
| FUEL ESCALATION SURCHARGE  | 1.00       | 160.00       | USD          | 160.00         |  |                            | the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will made, after payment of any outstanding Freight and changes, only     |  |  |  |  |
| EMISSIONS TRADING SYSTEM   | 1.00       | 68.00        | USD          | 68.00          |  |                            | on provision of proper proof of identity and of authorization at the Port of Discharge or Place of   |  |  |  |  |
| FUEL EU SURCHARGE  | 1.00       | 20.00        | USD          | 20.00          |  |                            | Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.   |  |  |  |  |
|  |            |              |              |                |  |                            | IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.   |  |  |  |  |
|  |            |              | USD          | 2,978.00       |  |                            | -  |  |  |  |  |
|  |            |              |              |                |  |                            |  |  |  |  |  |
|  |            |              |              |                |  |                            |  |  |  |  |  |
| DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3)  CARRIER'S RECEIPT (No. of Cntrs or Pkgs rovd by Carrier - see Clause 14.1) |            |              |              |                | SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A. |                            |  |  |  |  |  |
| XXXXXXXXXXXXXX   |            |              |              | 1 cntr         |  |                            |  |  |  |  |  |
| PLACE AND DATE OF ISSUE  |            | S            | HIPPED (     | ON BOARD I     | DATE   |                            |  |  |  |  |  |
| NEW ORLEANS - 21-JUNE-2025   |            | 2            | 1-JUNE       | 2025           |  |                            |  |  |  |  |  |



## MEDITERRANEAN SHIPPING COMPANY S.A.

SCAC Code : MSCU

## **SEA WAYBILL No. RIDER PAGE**

**MEDUJV423077** 

Page 1 of 1

| I                                     | Description of Packages and Goods (Continued on further Sea Waybill Rider page (s), if ap  | pplicable)   | Gross Cargo Weight | Measurement      |
|---------------------------------------|--|--------------|--------------------|------------------|
| 10' HIGH CUBE<br>SEAL NUMBER:A1781246 |  | ,            |                    |                  |
| O' HIGH CUBE<br>EAL NUMBER:A1781246   |  |              |                    |                  |
| EAL NUMBER:A1781246                   |  |              |                    |                  |
| 35 F                                  |  |              |                    |                  |
| I                                     |  |              |                    |                  |
| DEF                                   | PACKAGE(S) PALLET(S) OF (1260 BOXES) OF DONATED CARGO:   |              | 41,577.000 LBS.    | 56.634 CU. N     |
| I                                     | HYDRATED RICE MANNA PACKS (370G BAGS) AND POTATO-D   |              | 18,859.010 KGS.    | 1,999.996 CU. F  |
|                                       | RMULA MANNA PACKS FOR  |              |                    |                  |
| I                                     | MANITARIAN ASSISTANCE. THIS SHIPMENT IS A DONATION   |              |                    |                  |
| I                                     | R RELIEF OR CHARITY ONLY. NOT TO BE RESOLD. NOT FOR CHANGE   |              |                    |                  |
|                                       | R PROFIT OR GAIN. NO COMMERCIAL VALUE.   |              |                    |                  |
|                                       | TALS:  |              |                    |                  |
|                                       | MANITARIAN DONATION (REGARDLESS OF VALUE) NLR - NO   |              |                    |                  |
| LIC                                   | ENSE REQUIRED.   |              |                    |                  |
| CTN                                   | N: BE/TG/25/3096082  |              |                    |                  |
|                                       | FIGUE PREPAIR  |              |                    |                  |
| FRE                                   | EIGHT PREPAID  |              |                    |                  |
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| THE                                   | PPER'S LOAD, STOW, AND COUNT<br>SE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES   | SIN          |                    |                  |
| PRO                                   | ORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. HIBITED.  |              |                    |                  |
| ackno                                 | aiming ownership and/or control of the cargo by serving as Shipper on the MSC Bill of Lading or Sea Way<br>owledge that you are a party to the MSC Contract of Carriage and are thus subject to applicable detention | n, demurrage |                    |                  |
| and r                                 | per diem charges which may accrue against that shipment. You further acknowledge that the Shipper will<br>I party for detention, demurrage and per diem accrued against export shipments in USA.<br>Et Required:37h  | be the       |                    |                  |
| No E                                  | El Required:37h  |              |                    |                  |
| TO                                    | TAL ITEMS: 35  | TOTAL:       | 18,859.010 KGS.    | 1,999.996 CU. FT |
|                                       |  |              | 41,577.000 LBS.    | 56.634 cu. m     |
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NEW ORLEANS -21-JUNE-2025

21-JUNE-2025

Sea Waybill U.S. Edition - 01/2017

MSC Mediterranean Shipping Company S.A.



# MEDITERRANEAN SHIPPING COMPANY S.A.

## **CONTRACT OF CARRIAGE**

Terms and conditions of MSC Mediterranean Shipping Company S.A. Contract of Carriage continued from the front page.

I. DEFINITIONS
The following definitions shall apply in this Sea Waybill:
Carrier: means MSC Mediterramen Shipping Company S.A.
COGSA: means the U.S. Carriage of Goods by Sea Act, 1936.
Combined Transport arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage and Inland Transport.
Container: includes any container, trailler, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any connected or accessory equipment.
Freight: includes the freight and all charges, costs and expenses whatoever payable to the Carrier in accordance with the applicable Tariff and this Sea Waybill, including storage, per diem and demurrage.
Goods: includes the whole or any part of the cargo carried under this Sea Waybill, including any packing or packaging materials and Merchant owned or leased Containers.
Hague Ruise: means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed all Brassels on 25 August 1924 with the express exclusion of Article 9.
Hague-Visiy Rules when the survivoirs of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed all Brassels on 25 August 1924 with Rules (2008) and the Control Network of the Carrier of the Carrier of the Control Network of the

Inland Transport: means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge.

Merchant: includes the Shipper, Consignee, holder of this Sea Waybill, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods or of this Sea Waybill or anyone acting on behalf of this Person.

Person: includes an individual, corporation, company or any other legal entity.

Place of Delivery: means the place at which the Carrier has contracted to deliver the Goods, when such place is other than the Port of Discharge.

Place of Receipt: means the place at which the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.

Pomerene Act: means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 or any amendments thereto.

thereto.

Port-to-Port carriage: means carriage between the Port of Loading and the Port of Discharge.

Subcontractor: includes but is not limited to the owners, charterers and operators of the Vessel(s) other than the Carrier, as well as stevedores, terminals and groupage operators, road and all transport operators, warehousemen and any independent contractors employed by the Carrier performing the carriage, and any direct or indirect Subcontractors, sevents and agents thereof, whether in direct contractual privity or not.

Vessel: includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft

# utilized by the Carrier for carriage by sea. 2. CONTRACTING PARTIES AND WARRANTY The contract evidenced by this Sea Waybill is between

n the Carrier and the Shipper. The Shipper, who is the only n to this contract of carriage, undertakes to provide the The contract verdenced by this Sea Waybill is between the Carrier and the Shipper. The Shipper, who is the or party entitled to give the Carrier instructions in relation to this contract of carriage, undertakes to provide Merchant and in particular the Consignee with a legible copy of all the Terms and Conditions contained in this Sea Waybill. Every Person defined as Merchant is jointly and severally liable towards the Carrier for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Sea Way and to pay the Freight due under it without deduction or set-off. The Shipper warrants that in agreeing to the to demand and conditions in this Sea Waybill, set is the owner of the Goods or he does so with the authority of the owner the Goods, or of the Person entitled to the possession of the Goods or of this Sea Waybill, or of the Merchant.

3. CARRIERS TAMEF

and conditions in this Sea Waybill, he is the owner of the Goods or he does so with the authority of the owner of the Goods or he does so with the authority of the owner of the Goods or he does not have been as the Carrier's applicable Tariff are incorporated into this Sea Waybill. Particular attention is drawn to terms and conditions on the Carrier's applicable Tariff are incorporated into this Sea Waybill. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, per diene, see expenses and legal fees, etc. A copy of the applicable Tariff and no bothard from the Carrier or its agent upon request and the Merchant is deemed to know a fairff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know a signed that this Sea Waybill shall be residued to sub-contract on any terms whatsoever the whole or any part of the carriage,

on any terms whatsoever the whole or any part of the carriag

4. SUBCONTRACTING AND INDEANITY

4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including liberty to further sub-contract.

4.2 The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them are judislively whatsoever in connection with the Goods or the carriage of the Goods whether or not arising out of negligence on the part of such Person. If any such claim or all algain on shoul nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Subcontractors shall have the benefit of all terms and conditions of whatsoever nature contained herein or otherwise benefiting the Carrier under this Sea Waybill, as if such terms and conditions were expressly for their benefit. In entering into this contract, the Carrier, to the extent of such terms and conditions, does so not is own behalf and also as agent and trustee for such servants, agents and Subcontractors.

4.3 The provisions of clause 4.2, including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the Vessel.

shall extend to air claims or aircgations or anisactorisation. Vessel.

4.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the
Carrier by any Person which imposes or attempts to impose upon the Carrier any liability whatsoever in
connection with the Goods or the carriage of the Goods other than in accordance with the terms and conditions
of this Sea Waybli, whether or not arising out of negliginence or misdelivery on the part of the Carrier, and if any
such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

connection with the Goods or the carriage of the Goods other than in accordance with the terms and conditions of this Sea Waylil, whether or not arising out of neighbergene or misdelivery on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof:

5. CARRIERS MESTONSHILL TUME of the Sea Waybill is Ports-De'DE.

10) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods shall commence only at the moment that the Goods are loaded on the Vessel and shall end when the Goods have been discharged from the Vessel.

(b) This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague Vally Rules compulsorily applicable.

(c) Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or throulal decision extends the Carrier's period of responsibility whether in contract, tort, ballment or otherwise to all or any part of the period before loading, or the period after discharge, exhibiting the Carrier's period of responsibility whether in contract, tort, ballment or otherwise to all or any part of the period before loading, or the period after discharge, exhibiting the produce of the period before loading, or the period after discharge, exhibiting the produce of the period before loading, or the period after discharge, exhibiting the Carrier's period of responsibility, nowthinationing that the loading that the carrier shall be accordance with clause 5

authorities.
5.4 Norwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or of any similar convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.
6. U.S. TRADE CLAUSE.
6. I Norwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its

G. US. TRADE CLAUSE

OF the Using the Chapter of the Using Chapter of the United States, its territories or possessions, or if suit is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the COGSA and to the provisions of the COGSA and to the provisions of the COGSA are the provisions of the COGSA are incorporated herein and says as otherwise provided percin shall apply throughout the entire time the Goods are in the Carrier's estably, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Subcontractors, including earny carried of each. Monthing contained herein is to the deemed a surrender by the Carrier of its Subcontractors, including earny carried of each. Monthing contained therein is to the Carrier as surrender by the Carrier of the

1. COMPENSATION AND LIABILITY PROVISION.
7.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of rod images to the Goods, such compensation is shall be calculated by reference to the invoice value of the Goods, plus Freight and insurance if paid. If there is no invoice value of the Goods of large such reviews is not boar fifte, such compensation shall be calculated by reference to the market value of fragres and invoices is not boar fifte, such compensation shall be calculated by reference to the market value of the goods of the Same kind and/or quality.
7.2 Save as is provided in clause 7.3:
7.2 Save as is provided in clause 7.3:

value of the Goods shall be Inxea accounting was to the Control of the Goods what leaves the and/or quality.

7.2 Save as is provided in clause 7.3:
7.2 (a) If and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) or otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsors application shall in no event whatsoever exceed the amounts provided in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable.

(b) If and to the extent the Hague Rules apply only control the provision clauses 5, the Carrier's maximum (b) If and to the extent the Hague Rules apply only control the provision clauses 5, the Carrier's maximum (b) If and the Carrier's the Carrier of the Vascel shall in any event be or become liable in an amount exceeding USS00 per package or per customary freight unit.

7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods Higher compensation than that provided for in this Sea Waybill may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Carrier in the Sox marked Declared Value on the froat of this Sea Waybill and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Sea Waybill. Any partial loss or damage shall be adjusted pro ratu on the basis of such Declared Value.

7.4 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any control of the Nesel. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the son or of the Vesel. The said laws, statutes or regulations as if it were the son or of the Vesel. The Near and carrier to the Merchant shall be automatically subrogated to all rights of the Merchant spains any third party. The Merchant shall sign as subrogation receipt, release and indemnity immediately when requested by the Carrier.

8.5COPE OF VOYACE, DELAY, CONSEQUENTIAL DAMACES
The scope of voyage herein contracted for may or may not include sust of customary or advertised ports of call whether named in this Sea Waybill contract or not and may include transport of the Goods to or from any featilities used by the Carrier as part of the carriage, including but not limited to off-dock stonage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or cancelled without notice. In no event shall the Carrier to hallof deventures or arrivals of any Vessel or other conveyances used to transport the Goods by sa or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the carriage.

paid for the carriage.

9. METHODS AND ROUTES OF CARRIAGE

1. The Carrier may at any time and without notice to the Merchant:

The Carrier may at any time and without notice to the Merchant:

Jue any means of transport or storage whatsoever;

Juransfer the Goods from one conveyance to another including transshipping or carrying the Goods seed other than the Vessel named on the front hereof or by any other means of transport whatsoever, ought transshipment or forwarding of the Goods by such means may not have been contemplated or p

though transampment or towarding or the Goods by such means may not have been contempiated or provided for herein;

(c) sail without pilots, proceed via any route (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Diocharge once or more often;

(d) load and unload the Goods at any place or port (whether or not any such port is named on the front hereof intended to the contrary of the Goods at any such port or place, including but not limited to the use of off-dock storage at any port.

(e) comply with any orders or recommendations given by any government or authority or any Person or body purporting to act as or on behalf of such government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.

9.2 The liberties set out in clause 9.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of the Goods, including but not time to loading or unloading other goods, but hereing or embarking or disembarking any Persons, but deep give not any convex assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with clause 9.1 or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION

done in accordance with clause 9.1 or any debty urining therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION

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10. Notice - of loss or damage to gloods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery, in the loss or damage is not apparent before or at the time of delivery, notice may be given within three (3) days of delivery to the Merchant or its agent at Claims shall be submitted in writing addressed by the Merchant to the Carrier's agent at the Port of Discharge.

10. 2 Time bar – In any event, the Carrier's shall be discharged from all lability if sait is not commenced within one (1) year after delivery of the Goods or the date that the Goods should have been delivered for claims entered to loss or damage during from the production of the continuous convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b).

10. 3 Jurisdiction - 1 is hereby specifically agreed that any suit by the Merchant, and save as additionally provided below any suit by the Carrier, shall be filed exclusively in the High Court of London and English Law shall exclusively apply, unless the carriage contracted for hereunder was to or from the United States of America, in which case suit shall be filed exclusively in the United States District Court, for the Southern or State of the America, in which case suit shall be filed exclusively in the United States District Court, for the Southern emoving as suff fled in another forum. The Merchant varvies any objection to the personal jurisdiction over the Merchant of the above agreed forn. In the case of any dispute relating to Freight or other same day in the Merchant in the fina agreed form of London, and English Law show, or in the countries of the Port of London, and English Law show, or in the countries of the Por

Merchant to the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction above, or in the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction above, or in the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction and the Countries of the Container and the Port of the Countries of the Container and the prima facie evidence of its being sound and suitable for use. 11.2 The Merchant shall inspect the Container for autitability for carriage of the Goods before packing it. The Merchant shall inspect the Container of the Goods caused by:
11.2 The Carrier shall not be liable for loss of or damage to the Goods caused by:
(3) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or
(4) the unsuitability or defective condition of the Container or the incorrect setting of any refrigention controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or
(4) packing refigerated Goods that are not properly pre-cooled to the correct emperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct emperature for carriage or before the refrigerated Container is delivered by the Carrier with an original scal as affixed by the Merchant of the Carrier, this original results are proposed. The Carrier with an original scal as affixed by the Merchant of the Carrier with an original scal as affixed by the Merchant of the Carrier with an original scal as affixed by the Merchant of the Carrier with an original scale as affixed by the Merchant of the Merchant shall indomnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by no or or more of the matters referred to in clause 11.2, including but not inimit

## 12. REFRIGERATION, HEATING, INSULATION

12.1 Special Containers with erfrigeration, beating or insulation shall not be furnished unless contracted for on the front of this Sea Wapbill and extra Freight pad. If a carrying temperature is noted on the front of this Sea Wapbill, the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsius from the noted temperature, and the Carrier shall excrete inde diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius from the noted temperature, described the Carrier shall excrete the degree Celsius while the Goods are in its possession. IT IS THE MERCHANT S OBLIGATION TO SET ANDOR CHECK THAT THE TEMPERATURE CONTROLS ON THE CONTAINES ARE AT THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SET THE CYENTS. The Carrier does not undertake to defore empty refigerated Containers to the Merchant at ony specific temperature. The Carrier has the right but not the obligation to refuse any Container loaded by the Merchant for shipment where the carrier temperature to loaded and the Container within plus or minus 2 degrees Celsius of the commercial contribution of the container than the container tha

Goods are not or were not loaded into the Container within plus or minus 2 degrees Celsius of the contracted carrying temperature.

12.2 The Merchant must take note that refiregrated Containers are not designed:
(a) to cool or freez Goods which have been loaded into a Container at a temperature higher than their designated carrying temperature. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage, nor (b) to monitor and control humidity levels, even if a setting facility exists, and because humidity is influenced by many external factors the Carrier does not guarantee and is not responsible for the maintenance of any intended level of humidity inside any Container

12.3 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialised machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercise due diligence before releasing the empty Container to the Shipper.

12.4 The Carrier does not warrant refrigeration or heating machinery, but shall exercise care in its speration and maintenance while in the actual possession of the Carrier. The Carrier will not accept responsibility for the received of the contract does not warrant refreshed to the order to describe the South Revenue of the Carrier of t

and additional Freight is paid.

3. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES.
Inspection - The Carrier shall be entitled, but shall be under no obligation, to open and/or scan any package or Container at any time and to inspect, verify and weight he contents without notice to the Merchant.

Special circumstances - If it appears at any time that the Goods cannot safely or properly be carried or earlied further, either at all or without incurring any additional expense or staking my measures in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) lake any Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the carriage of the Goods, and/or to sell or dispose of them and/or to abmoto the carriage and/or to store them ashore or afloat, unde cover or in the open, at any place, whichever the Carrier in its absolute discretion considers most appropria and any sale, disposal, abmodomment or storage shall be deemed to constitute due delivery under this Sea Waybill. The Merchant shall indemnify the Carrier against any additional expense so incurred. The Carrier carriers the liberties contained in this clause shall not be under any obligation to take any particular carriers and the state of the carriers and the control of the carriers and th

exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage however arrising from any action or lack of action under this clause.

14. IDEX CRIPTION OF GOODS AND MERCHANTS RESPONSIBILITY

14.1 This Sea Wayhill shall be prima facie evidence of the receipt by the Carrier in apparent good order and the Development of the Comment of the package or units indicated in the box entitled Carriers Receipt on the front hereof.

14.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, temperature, marks, numbers or value of the Goods and the Carrier stall be under no responsibility whatsoever in respect of such description or particulars.

14.3 The Merchant warrants to the Carrier that the particular relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant on receipt of this Sea Wayhill and that such particulars, and any other particular similared by or comball of the Merchant, are adequate and correct. The particular value of the company of the particular similar to the comball of the Merchant, are adequate and correct. The particular value of the value of the value value of the value of the value of the value value value of the value v

14.8. The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local MSC agent at the Ports of Loading and Discharge. Free time commences from the day the Container and other equipment is collected by the Merchant or is discharged to the commences from the day the Container and other equipment and collected by the Merchant or is discharged to the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per diem and detention charges will be levied and payable by the Merchant thereafter in accordance with the Tariff. 14.9 The Merchant shall redeliver, to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, dood riree, cleaned and with all fittings installed by the Merchant removed and without any rubbish, dumage or other debris inside. The Merchant shall be liable to indemnify the Carrier for any and all costs incurred reinstating or replacing Containers and other equipment not returned in the condition as specified above, including the reasonable legal expenses and costs of Parameters of the Parameter of the Paramete

or convention.

15.2 The Merchant shall be fully liable for and shall indemnify, hold harmless and defend the Carrier, its servants, agents and subcontractors and any third party for all loss, damage, delay, personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused to the Carrier, the Vessel, any cargo, and other property, whether on board or ashore, arising from such Goods and/or from the breach of clause 15.1, whether or not the Merchant was ware of the nature of such Goods. 15.3 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

16. FREIGHT AND CHARGES

and to clause 1.7.1, whether or not the Nevicrous mass savied or the rather of such rocket.

3. Mothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

FREIGHT AND CHARGES

1. Freight has been calculated on the basis of the Shipper's particulars and if such particulars are found to be oncous and additional Freight is payable, the Merchant shall be liable therefor and also for any expense

thereby incurred. 6.02 All Freight is earned and due upon receipt of the Goods by the Carrier, whether the Freight is prepaid or collect and the Carrier shall be entitled to all Freight due under all circumstances, ship and/or cargo lost or not lost or the voyage abandoned. All Freight shall be paid when due without any set-off, counter claim, or deflution

lost or the voyage abandoned. All Freight shall be paid when due without any set-off; counter claim, or deduction.

16.3 Every Person defined as Merchant in clause I shall be jointly and severally liable to the Carrier for the payment of all Freight and charges and for the performance of the obligations of each of them hereunder. Any Person engaged by the Merchant to perform forwarding services with respect to the Goods shall be every control of the control of the performance of the obligations of each of them hereunder. Any Person engaged by the Merchant to the Carrier in any enter of the person shall not be considered payment to the Carrier in any enter whatsoever. Failure of such third parties to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

71. CARRIER, ITS SERVANTS OR AGENTS SHALL HAVE A LIEN ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR RELIGHT AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHOMSOEVER DUE. THE CARRIER, ITS SERVANTS OR AGENTS SHALL ALSO HAVE A LIEN ON AND ANY DOCUMENT RELATING THERETO FOR ALL GANNST THE MERCHANT ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL GANNST THE MERCHANT ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL GANNST THE MERCHANT ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL GANNST THE MERCHANT ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL GANNST THE MERCHANT ON THE GOODS AND ANY DOCUMENT SHALL ALSO HAVE A LIEN ON THE ADDRESS AND AND AND ADDRESS AND AND AND ADDRESS AND ADDRESS AND AND AD

Carrier from fecovering from the selectment me afterence netween the amount one to the Carrier and the net at 18 me of the Carrier and the net at 18 me of the Carrier and the net at 18 me of the Carrier and the Carrier and the Carrier and Merchant unless is a specifically supulated on the from the reof that the Containers or Goods with be carried under dock. If carried on dock, the Carrier shall not be required to note, mark or stamp on the Sea Waybill any statement of such no-deck carriers, Sax was provided on clause 18.2 such Goods (except livestock) carried on or under dock and whether or not stated to be carried on dock all participate in general average and shall be deemed to be within the definition of Goods for the propose of the Hague Rules or the COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable. 18.2. Goods which are out of gauge and/or are stowed on or in open top containers, flartness or platforms, and which are stated on the from hereof to be carried on deck, and all Investock whether carried on deck or under whatsoever nature or delay arising during the carriage whether caused by uneneworthness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply.

9. MATTERS ADVENSELY, AFFECTING CARRIERS PERFORMANCE

other cause whatsover and the flags Rules or the COGAS shall not apply.

19. MATTERS ADVERSELY AFFECTING CARRIER S PERFORMANCE

19. If all any time the carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsover kind and howsover arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even hough the circumstance giving rice to such hindrance, risk, danger, delay, difficulty or disadvantage of whatsoverve kind and howsover arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even hough the circumstance giving rice to such hindrance, risk, danger, delay, disadvantage of whatsoverve kind and howsover arising which cannot experienced either:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or

(b) suspend the carriage of the Goods and store them abore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the standard of the property of the prop

INDEMNIFY THE CARRIER AGAINST ANY ADDITIONAL COSTS, EXPENSES, DELAYS AND LOSSES CAUSED THEREBY.

20.3 The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as otherwise agreed. If the Merchant falls to do so, the Carrier may without notice unpack the Goods if packed in Containers and/or store the Goods ashore, aftoat, in the open or under cover at the sole risk of the Goods, including for middelivery or non-elleviery, shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

20.4 If the Goods are unchained within a reasonable time or whenever in the Carrier so pinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may a tisk discretion and without prejudice to any other rights which it may have against the Merchant, without notice and without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods at the sole risk, and expense of the Merchant and the Sole of the Sol

to an indemnity from the Merchant for all costs whatsoever meured, including legal costs, for the cleaning and disposal of Cooks effected and/or abundoned by the Merchant.

21. BOTH TO BLAME (COLLISTOR CLASS)

If the Vessel comes into collision with anothers ship as a result of the negligence of the other ship and any act, life Vessel comes into collision with anothers ship as a result of the negligence of the other ship and any act, life Vessel comes into collision or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or here owners in one as such loss or liability represents loss of 10 dramage to, or any claim whatsoever of the owners in soft as as such loss or liability represents loss of 10 dramage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners, or said Goods and set-off, recoupled or recovered by the other or non-carrying ship or her owners to the owners, or patrons or othose in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

22. CENERAL AVERAGE AND SAUAVAGE
General Average as shall be adjusted, stated and settled at any port or place at the Carrier's opinion according to the laws and usages are at any ort or place at the Carrier's opinion according to the laws and usages agreement or boad and such cash depoin, save that General Average or a kessel not barebast characted by the Carrier shall be adjusted according to the requirements of the owner or operator of that character objects are at the carrier's opinion in United States currency) as the Carrier shape and and such cash deposit (payable at Carrier's opinion in United States currency) as the Carrier was present and as well and began to the continuous of the owner or operator of the contribution of the Goods and salvage and special charges theron, sh

charges furcton sman, a consequence of Carrier before.

23. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT

The terms of this Sea Waybill shall be separable and, if any term or provision hereof or any part of any term or consequence of the terms of this Sea Waybill shall be separable and, if any term or provision hereof or any part of any term or provision shall be invalided to any extent, if shall be invalid to that extent, but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. This Sea Waybill is shall not affect the validity or enforceability of any other term or provision hereof. This Sea Waybill shall be shall be affected by the state of th

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