Shipper M Blue Anch WUJIANG HICHAIN WAREHOUSING CO.,LTD Line NO.688 PANGJIN ROAD, Transpac Container System Pte. Ltd WUJIANG ECONOMIC AND TECHNOLOGICAL d/b/a Blue Anchor Line 5 Temasek Boulevard DEVELOPMENT ZONE, JIANGSU PROVINCE #06-01-03 Bill of Lading SuntecTower Five Singapore (038985) for Multimodal Transport And Port to Port Transport Notify Party 2(No liability shall attach to the Carrier or to his Agent for failure to notify. Consignee(This bill is non-negotiable unless marked "To order" or "To The order of ..." See Clause 14) TECNOGLOBAL S.A. \*\*TAX ID 968230204 COMERCIALIZACION EQUIPOS Y SERVICIOS CAMINO CONQUISTADOR DEL MONTE 4848, HUECHURABA, ZC. **SANTIAGO CHILE\*\*** Notify PartyNo liability shall attach to the Carrier or to this Agent for failure to notify. **Delivery Agent** KUEHNE + NAGEL LTDA. TECNOGLOBAL S.A. AV. APOQUINDO NO. 4501 PISO 14 **COMERCIALIZACION EQUIPOS Y** LAS CONDES SANTIAGO CHILE SERVICIOS CAMINO CONQUISTADOR DEL RUT: 79769320-0 MONTE 4848, HUECHURABA, ZC. SANTIAGO CHILE\*\* Port of Loading B/L No. **SHANGHAI** Port of Transshipment Vessel Voyage No. 1062495656 HMM BLESSING 0032E Place of Delivery (Multimodal Transport only) Movement Port of Discharge Freight Payable at **VALPARAISO** CES/CY **ORIGIN** PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (See Clause 7.3) Description of Goods Measurement Marks and Numbers Number of Packages Gross Weight kgs TOTAL 67 AS PER ATTACHED 2244.150 11.960 LOADED IN CONT.: SEGU5020837 SEAL HLG9781179 \*\*\* NO VALUE DECLARED \*\*\* OCEANFREIGHT AND CHARGES Declared Cargo Value Prepaid Collect Rates, Weight and/or Measurement subject to correction If Merchant enters a value, Carrier's per package limitation of liability shall not apply and the valorem rate will be charged. 89.85 SERVICE FEE EXPORT USD Received by the Carrier, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number or quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above) when the properties of the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defenses, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS FOR BILL OF LADING'S ON 863.98 **SEAFREIGHT** USD 203.90 USD **BUC - BUNKER CHARGE** AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) and the Merchant's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 13) and the carrying vessel (see clause 12). The Merchant is obliged to surrender one original Bill of Lading, duly endorsed, in exchange for the Goods. The Carrier accepts a duly of reasonable care to check that any such document which the Merchant surrenders as a Bill of Lading is genuine and original. If the Carrier complete with this duty, it will be entitled to deliver the Goods against what it reasonably believes to be a genuine and original Bill of Lading, such delivery discharging the Carrier's delivery obligations. In accepting this Bill of Lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face hereof and by the Terms and Conditions for Bill of Lading's stated on https://www.blueanchorline.com, as fully as if they were all signed by the Merchant. In WITNESS WHEREOF the Carrier by its agents has signed three (3) original Bills of Lading all of this tenor and date as soon at least one original is surrendered the others shall be void. Place and date of issue: 1157.73 Total amount due SHANGHAI 19.10.2024 For and on behalf of the Carrier Date: 19.10.2024 X Shipped on board \* M Blue Anchor Receipt only \* Shipped on Board Vessel: Line HMM BLESSING please mark as appropriate by KUEHNE & NAGEL LTD.

As Agents for the Carrier

Shipped from Port of Loading:

SHÀNGHAI

1. DEFINITIONS

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, the control of the carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, the carriage including the control of the carriage and control of the control of the carriage and/or issued this bill of lading and the Kuehne + Nagel company which arranged the Carriage and/or issued this bill of lading and the Kuehne + Nagel company which arranged the Carriage and/or issued this bill of lading and the Kuehne + Nagel company which arranged the Carriage and/or observed and or delivered. Or securing of Goods on or within Carriage and/or observed and or control of the Carriage and/or observed and or control of the Carriage and Consolidate shall be construed accordingly.

"Containers and Consolidate shall be construed accordingly." Containers and consolidate shall be construed accordingly.

"Containers and Consolidate shall be construed accordingly." Consolidate goods and any ancillary equipment.

"Freight" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to Consolidate goods and any an accillary equipment.

"Freight" includes freight, demurrage, detention costs and all expenses and monetary obligations, including but not limited to duels, taxes and dues, incurred by the Carrier and policidate any packing and any equipment or Container not supplied by or on behalf of the Carrier, happen and any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier (but excludes any Container supplied

CONTRACTING PARTIES

1 By accepting this bill of lading, the Merchant confirms and agrees that the Carrier's Agents at as the Carrier's agents only and that the Merchant has no claim against the Carrier's pents for any claims arising out of the Carriage.

# 3. CARRIER'S TARIFF

3. CARRIER'S TARIFF
3.1 The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to Container and vehicle demurage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filled. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading hall prevail.

## 4. NEGOTIABILITY

4. NEGOTIABILITY
4. 1 This bill of lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable.
4. 2 This bill of lading shall be prima facie evidence only of the Carrier taking the Goods described in the bill odlading under its control, provided that and only to the extent the Carrier had reasonable means of checking the Goods.

### 5. SUB-CONTRACTING AND INDEMNITIES

a. SUB-CONTRACTING AND INDEMNITIES
5.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage and the Merchant agrees (to the extent that the Merchant is entitled to bring claims against Sub-Contractor) shift any Sub-Contractor can, at its option, apply its own terms of contract with the Carrier to defend datine brought by the Merchant.
(a) that no claim or allegation shall be made against any Sub-Contractor whatsoever, whether directly or indirectly, which imposes or attempts to impose upon any Sub-Contractor any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and

; and claim or allegation should nevertheless be made against a Sub-Contractor, to the Carrier against all consequences thereof.

Indiamnity the Carrier against all consequences thereof.

5.5 Without prejudice to the other provisions in this Carrier including clause 21 hereof, the benefit of all provisions herein benefiting the Carrier including clause 21 hereof, the jurisdiction and law clause, as if this bill of lading (including Clause 21 hereof) were expressly for its benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf via late as a sperin or frustee for such Sub-Contractor and such Sub-Contractor shall to this extent be or be deemed to be parties to this contract.

6. CARRIER'S LIABILITY
6.1 Where the Carriage is Port to Port Transport:
(a) the period of responsibility of the Carrier for any loss or damage to the Goods shall commence only at the moment the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.

In the Goods have been discharged from the Vessel.

In the Goods have determined in accordance with any national law making the Hague Rules or Hague-Visby Rules compulsorily applicable to bills of lading and if no such national law is compulsorily applicable, then in accordance with the Hague-Visby Rules Article 1-8 inclusive (excluding Article 3 rule 8).

then in accordance with the Hague-Visby Rules Article 1-8 inclusive (excluding Article 3 rule 8).

(c) the Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, however caused. Notwithstanding the Gregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation of the contrary of the Carrier shall have the benefit of every right, defence, limitation of the contrary of the Carrier shall have the benefit of every right, defence, limitation 6.2 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea. (d) if the Goods are discharged at a port other than the Port of Discharge, and the Carrier is tas shoulted storetion agrees to a request to such effect, such further Carriage will be undertaken on the basis that this bill of lading is to apply to such Carriage as if the ultimate destination agreed with the Merchant had been considered to the Carrier of the Merchant can prove at what stage the loss or damage occurred.

(a) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law, which applies compulsorily to the relevant stage of the Multimodal Transport and cannot be departed from by private contract to the detevant stage of the Multimodal Transport and cannot be departed from by private contract to the detevant stage of the Multimodal Transport and cannot be departed from by private contract to the determinent of the delariant, and

the Multimodal Transport and cannot be departed from by private contract to the detriment of the claimant, and the claimant and the claimant

(a) the Carrier shall be relieved of liability for any loss of damage it such loss or damage arose or resulted from:

(i) the wrongful act or neglect of the Merchant or any Person acting on behalf of the Merchant other than the Carrier or its servant, agent or Sub-Contractor;

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

(iii) the lack of, defective condition of packing in the case of Goods which, by their nature, (iv) handling, loading, stowage or unloading of the Goods by the Merchant, or any person acting on behalf of the Merchant, or any person acting on behalf of the Merchant, or may be considered to the condition of the condit

(vi) insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads; (vii) strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;
(viii) an act, neglect or default in the navigation or management of the Vessel occurring during carriage to the state of the country of the carrier or lack of exercise of due diligence to make the Vessel seavorthy, properly to man, equip and supply the Vessel or to make her fit and safe for the reception, carriage and preservation of the Goods; for which the Merchant shall have the burden of proci;
(x) a nuclear incident;
(x) an unclear incident;
(x) an unclear cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
(x) only other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
(x) any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
(x) any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
(x) any other cause or event which the carrier stabilishes that in the circumstances of the case, the loss or damage could be attributed to not or more of the causes, or events, specified in sub-clause 6.3 (a), it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was partly caused by one of the causes of events.
(c) Where the loss or damage was partly caused by one of the causes of events.
(d) Where the hose or damage was partly caused by one of the Goods at the place and cause data of the cause of the cause of events.
(e) Where the Hague Rules, Hague-Visby Rules or any other rules compulsorily

iles.

er cases compensation shall not exceed the limitation of liability of 2 SDRs per weight of the Goods lost, damaged or in respect of which the claim arises.

7 Time-bar: Where the Hague Rules, Hague-Visby Rules or any other rules apply compulsorily to the urriage, the time limit for bringing claims will be as prescribed by the applicable rules. In all other cases, the Carrier shall be discharged of all liability whatsoever unless suit is ought within nine months after the delivery of the Goods or the date when the Goods should we hean delivered.

6.6 Liability applicable to both kind of transport mode:
(a) The Carrier shall not, in any case, be liable for an amount greater than the actual loss to the Person entitled to make the claim.
(b) Ad Valorem: declared value of Package or shipping unit.
The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the Merchard upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this bill of lading in the space provided and, if higher value being inserted on the front of this bill of lading in the space provided and, if higher value being inserted on the front of this bill of lading in the space provided and, if higher value being inserted on the front of this bill of lading in the space provided and, if higher value being inserted value and the space provided and, if the shall exceed such declared value the value shall exceed shall be adjusted pro rate on the basis of such declared value and any partial loss or damage shall be adjusted pro rate on the basis of such declared value (c) Delay, Consequential Loss. Save as otherwise provided herein, the Carrier does not undertake that the Goods shall arrive at any place at any particular time and shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if elevant stage of the transport.

(d) Notice of Loss or Damage, The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage to, the Goods into the custody of the Person entitled to delivery thereof under this bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

(f) Notice of Loss or Damage, The Carrier shall be deemed prima facie to have delivered the Goods into the custody of the Person entitled to delivery thereof under this bill of lading or, if the l

exceeds the Carrier's liability under this bill of lading.

7. MERCHANT'S WARRANTIES AND RESPONSIBILITIES

7. 1 Every Person defined as Merchant is jointly and severally liable to the Carrier for all the Medican's undertakings, responsibilities and havilities under or in ome ection with this bill of the Medican's undertakings, responsibilities and havilities under or in ome ection with this bill of having the person with the properties of the liability of the Person owning or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading or any Person who has a present or future interest in the Cords and this bill of lading in the description and particulars of the Goods and Container set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and currently, quality, condition, marks, numbers and value are correct.

7. 4. The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, fleight for any additional Carriage undertaken) incurred or suffered addressing of the Goods are packed in a manner adequate to withstand

referality of the foregoing, freight for any additional carriage undertaken) incurred or suffered reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or 5 The Merchant undertakes that the Goods are packed in a manner adequate to withstand e ordinary risks of Carriage having regard to their nature and in compliance with all laws, gulations and requirements which may be applicable. The Merchant shall be liable for any so, damage or injury caused by faulty or insufficient packing or by faulty londing or packing thin Containers when such loading or packing has been performed by the Merchant or an healif of the Merchant, or by the defect or unsutability of the Containers when supplied by a Merchant, and shall Indemnify the Carrier against any additional expenses so caused. A Any Container released into the care of the Merchant for packing, unpacking or any other artier at the time and place prescribed by the Carrier. If the Merchant fails to deliver the notiainer at such prescribed time and place, the Merchant is responsible for returning e empty Container, with interiors brushed and clean, to the point or place designated by the arrier, his servants or agents. The Merchant shall be liable for any charges, loss or any other geness arising therefrom. The Merchant shall be liable for any charges, loss or any other geness arising therefrom. The Merchant shall be liable for any charges, loss or any other geness arising therefrom. The Merchant shall be liable for any charges, loss or any other geness arising therefrom. The Merchant shall be liable for any charges, loss or any other geness arising therefrom. The Merchant shall be industriated by the carrier of Sub-Container whilst in its custody and/or control. The Merchant shall be liable for the loss, damage, containation, solling, detention or control. The Merchant shall be liable for the loss, damage, containation, solling, detention or control. The Merchant shall be liable for the loss, damage, containation, solling, detention or

responsible.

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

DANGEROUS GOODS

No Goods which are or may become dangerous (whether or not so listed in codes), ammable, damaging, injurious (including radioactive materials), noxious or which are or y become liable to damage any property or Person whatsoever shall be tendered to the rirer for Carriage without:

the Carrier's express consent in writing; and the Container and/or other covering in which the Goods are to be transported and/or the cods themselves being distinctly marked on the outside so as to indicate the nature and aracter of any such Goods and so as to comply with all applicable laws, regulations and/or ujuriements.

character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements.

8.2 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses arising from the Carriage. The burden of proof that the Carrier knew the exact nature of the danger constituted by the 8.3 The Merchant shall bornal to the carrier without the state of the danger constituted by the 19.1 The Merchant shall comply with rules which are mandatory according to the national law or by reason of international convention, relating to the carriage of Goods of a dangerous nature. If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall became a danger to the ship or cargo, they may in 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, if any.

8.4 The Merchant shall indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 8 or from any cause in connection with the Goods for which the Carrier is not responsible.

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

9. CONTAINERS
9.1 Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with Goods owned by other Persons.
9.1 The terms of this bill of lading shall govern the responsibility of the Carrier in connection shall not be consolidated with Goods are received by the Carrier of delivered to the Merchant, whether supplied before or after the Goods are received by the Carrier of delivered to the Merchant, the Carrier shall not be liable for loss of or damage to the Goods:
9. acused by the manner in which the Container has been stuffed;
(b) caused by the unsuitability of the Goods for carriage in Container actually used;
(c) caused by the unsuitability of the Goods for carriage in Container actually used;
(c) caused by the unsuitability of the Goods for carriage in Container actually used;
(c) caused by the unsuitability of the Goods for carriage in Container actually used;
(d) caused by the unsuitability of the Goods for carriage in Container actually used;
(d) caused by the unsuitability of defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;
(d) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

9.4 Where the Carrier is instructed to provide a Container, in the absence of a written request a Container of any particular type or quality.

9.5 Goods stowed in closed containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on deck, on an open lorry, on an open trailer, or an open railway wagon without notice to the Merchant. Such Goods, whether or not so carried, shall participate in General Average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules and Hague-Visby Rules.

9.7 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 9 or

cause in connection with the Goods for which the Carrier is not responsible.

10. TEMPERATURE CONTROLLED CARGO
10.1 The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading in this bill of lading has been prepared by the Merchant or a Person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant case of a temperature controlled Container Consolidated by or on behalf of the Merchant seed to the controlled Container and the seed of the container and the Merchant before receipt of the Goods by the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance and the Merchant shall Indemity the Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

. INSPECTION OF GOODS

1 The Carrier or any Person authorised by the Carrier shall be entitled, but under ligation, to open and/or scan any Container or package at any time and to inspect

1.1.1 The Carrier or any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents.

1.2 If it appears at any time that the Goods, or any part of them, cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to container or 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 contain the Carrier and of the second of the container of container or goods, the Carrier may all any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandomment or storage shall be deemed to constitute due delivery under this bill of lading. The Merchant shall indemnify the Carrier against any reasonable additional expenses so incurred 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 howscever arising from any ection or lack of action under this clause.

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

(a) use any means of transport or storage whatsoever;

(b) load or carry the Goods on any Vessel whether named on the front hereof or yary other means of transport whatsoever and even though transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or yary other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein.

(g) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right only provided by the Vessel to receed with or without pilots, to tow or be towed or to be dry-docked with or without cargo onboard:

(i) permit the Vessel to carry livestock. Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

1.2. The liberties set out in sub-clause 1.2.1 above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but of limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, towing or being towed, sailing with or without pilots, drydocking, picking up or maintenance of the Vessel and assisting vessels in all situations. Anything done in accordance with sub-clause 12.1 above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

within the contractual centrage and small table 50 and will be carried under deek on the front of this bill of lading, the Goods (whether containerized or not) may be stowed on or under deek without notice to the Merchant and any deck stowage shall not be a deviation of whatsoever nature or degree.

13.2 If carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck carriage. Such Goods whether carrier do ndeck or under deck shall participate in General Average and, subject to Clause 13.3, such Goods shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules, the Hague-Visby Rules compulsorily applicable to this bill of dding.

legislation making such rules, the Hague-visby rules curripulsony appearance in lading, and it is a constant of the control of the lading to be carried on deck, and which are stated on the front of this bill of lading to be carried on deck, and which are actually carried on deck, are carried without responsibility on the part of the Carrier loss or damage of whatsoever nature arising during Carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever.

14. COLLECTION AND DELIVERY OF THE GOODS
14.1 When collection or delivery takes place at the Merc When collection or delivery takes place at the Merchant's premises, the place of collection delivery takes place at the Merchant's premises, the place of collection delivery shall be the usual place of loading or unloading the Goods into or from the vehicle

14. O'Une ocliection or delivery takes place at the Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:
14. When collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:
14. Goods and the collection of the Merchant's right of the Merchant at this own risk and expense.
(b) any assistance given by the Carrier additional to the foregoing is given entirely at the Merchant's risk as to damage to or loss of Goods or injury to Persons.
14.2 If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvariage of any kind (including the condition of the Goods), whensoever and nowsoever arising (whether or not the Carriage has commenced) the Carrier may;
14.2 If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvariage of any kind (including the condition of the Goods), whensoever and nowsoever arising (whether or not the Carriage has commenced) the Carrier may;
14.2 If at any time the Carriage is a commenced the Carrier may reasonably only the control of the Carrier of the Goods and at any place which the Carrier may deem safe and convenient, notwithstanding that any charges, dues or other expenses may be or become payable. If crafts are used, other than at the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged ashore without additional delay, the Goods (or part thereof, as the case may be) shall nevertheless not be deemed to be discharged for the purposes of this clause until they are discharged into may continue the Carriage.
16. Willhout prejudice to the Carrier's right to subsequently abandon the Carriage and they are discharged to have been made and the carrier's right to subsequently abandon the Carriage under Clause 14.3. The

15. BOTH-TO-BLAME COLLISION
15.1 The latest version of BIMCO's Both-to-Blame Collision Clause is incorporated herein which is available on request.

which is available on request.

16. GENERAL AVERAGE

18.1 General Average shall be adjusted at any part or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 2016, this covering all Goods whether carried on or under deck. The New Jason Clause as approved by BIMCO shall be considered as incorporated herein which is available on request.

18.2 Notwithstanding sub-clause 16.1, the Merchant shall Indemnify the Carrier in respect of any claims of a General Average nature which may be made against him and shall provide such security as may be required by the Carrier in this connection.

18.2 Notwithstanding sub-clause 16.1, the Merchant shall Indemnify the Carrier in respect of such as may be required by the Carrier in this connection.

18.3 Notwithstanding sub-clause 18.1 Notwithstanding such security as may be required by the Carrier in this connection.

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

17. FREIGHT
17.1 Freight shall be deemed fully earned upon receipt of the Goods by the Carrier and shall be paid and be non-returnable in any event.

be paid and be non-returnable in any event.

Freight and be non-returnable in any event.

Freight list ob the paid, rate of exchange, devaluation, and other contingencies relative to Freight is to be paid, rate of exchange, devaluation, and other contingencies relative to Freight in the relevant traiff conditions. If no such Freight is quoted is devalued or revalued between the date of the Freight agreement and the date when the Freight is paid, then all Freight shall be stipulation as to devaluation exists or is applicable and if the currency in which the automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. Payment shall be made in the currency named in the bill of 17.3 The Freight has been calculated based on particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, re-measure and revalue the Goods and if the particulars are found by the Carrier to be incorrect. It is agreed that without prejudice to the rights of the Carrier and to incorrect. It is agreed that without prejudice to the rights of the Carrier and the payable as liquidated damages to the Carrier notwithstanding any other sum having been stated in this bill of lading as the Freight payable. And the payable are payable as liquidated damages to the Carrier notwithstanding any other sum having been stated in this bill of lading as the Freight payable. The payable of the payable of the payable and the payable as liquidated damages to the Carrier notwithstanding any other sum having been stated in this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of many other Person in respect of the transport under this bill of lading, the Merchant shall

government directions or force majeure.

18. LIEN

18. The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this bill of lading and for General Average contributions to whormsoever due.

18. 2 The Carrier shall also have a lien on the Goods and any documents relating thereto for all sums due from the Metchant to the Carrier under any other contract.

18. 3 The Carrier may exercise his lien at any time and at any place in his sole discretion.

18. 4 The Carrier may exercise his lien at any time and at any place in his sole discretion.

18. 4 To enforce and salisty the Carrier's lien, the Carrier's shall have the right to sell or otherwise dispose of the aforementioned Goods and documents by public auction or private treaty at the Merchant's expense and in the Merchant's name and without any liability towards the Merchant provided that the Carrier has used reasonable efforts to notify the shipper and the consignee shown on the front side of the sea waybill prior to any sale or other disposal and that the Carrier will pass on to the Merchant any proceeds of a sale or other disposal exceeding the sums due and the costs relating to the sale or other disposal exceeding the sums due and the costs relating to the sale or other disposal.

19. VARIATION OF THE CONTRACT
19.1 No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive

20. PARTIAL INVALIDITY
20. If any provision in this bill of lading is held to be invalid or unenforceable by any court.
Tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this bill of lading contract shall be carried out as if such invalid or unenforceable provision was not contained herein.

21. JURISDICTION AND LAW
21.1 Disputes arising under this bill of lading shall be determined by the courts of London, United Kingdom and in accordance with the laws of England and Wales. No proceedings may be brought before other courts, unless both parties expressly agree the choice of the other court or arbitration tribunal and the law to be then applicable.

## ATTACHMENT FOR



Bill of Lading

B/L No. 1062495656 **SHANGHAI** 19.10.2024

MARKS & NOS QTY TYPE **DESCRIPTION OF GOODS** VOL **WGHT** 11.960 TECNOGLOBAL S.A. PACKAGE(S)NOTEBOOK COMPUTER 2244.150 67

> NUM CUST PO 131900 131782

131899 131846

SALES NUM ORD 4331153223 4331145317 4331153222 4331149544 DN#5267017288 5267056337 5267056341 5267102399 5267119041 14 PALLETS+53 CASES HS CODE: 847130

FREIGHT PREPAID

TOTAL 67 2244.150 11.960

GOODS SHIPPED ON CY/CY

PACKAGES TENDERED TO CARRIER IN A SHIPPER'S LOAD, COUNT AND SEAL CONTAINER CARRIER NOT RESPONSIBLE FOR INDIVIDUAL PACKAGE COUNT