

BILL OF LADING

COMBINED TRANSPORT BILL OF LADING

Shipper HIMEXFIL S.L. POLIGONO INDUSTRIAL FRANCOLI PARCELA 27 NAVE 2 43006 TARRAGONA -SPAIN		Country of Origin		Bill of Lading No. ME2512841/1 1 of 1	
		F/Agent Name + Ref.			Shipper's Ref.
Consignee (If "To Order" so indicate) COMPAÑIA MARÍTIMA PARAGUAYA S.A. AV. ARTIGAS Nº 4145 CASI GRAL. DELGADO ASUNCION -PARAGUAY 800028279		 Paseo del Ferrocarril, nº 335, Bajos 2º - 08860 Castelldefels Barcelona. 			
Notify Party (No claim shall attach for failure to notify) THE SAME AS CONSIGNEE					
Place of Receipt	Port of Loading BARCELONA				
Intended Vessel PANAMA EXPRESS	Voyage-No: * 539W	Port of Discharge TERPORT	Place of Delivery	No. of Bills of Lading 3 - THREE	
Marks + Numbers	No. of Pkgs. or Shipping Units	Description of Good + Pkgs. SHIPPER'S LOAD AND COUNT	Gross Weight KGS	Measurement CBM	
CONTAINER NO&SEAL NO. MRKU7964743 (20') / MLES0503547 FCL/FCL	10	PALLETS STC / POLIESTER NM 20/4 BLANCO CONO MEDIANO NCM: 540262	10.896,00	33,000	

FREIGHT COLLECT
SHIPPED ON BOARD 26/09/25
V/:"PANAMA EXPRESS" 539W

MULTITRADE SPAIN, S.L.

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

ORIGINAL

Freight Details, Charges, etc:

Value of the goods not declared by shipper, is unknown to the carrier and all these particulars have been furnished according to the shipper's declaration.

For delivery please apply to:

AIRMAR CARGO SA
AVDA ARTIGAS 4141 C/GENERAL DELGADO
1519 ASUNCION -PARAGUAY
800708784
PHONE 59521282643
FSANCHEZ@AIRMARCARGO.COM.PY

"Taken in charge by the Carrier from the Merchant in apparent good order and condition unless otherwise indicated herein, the goods, or the container(s) or other package(s) or unit(s) said by the Merchant to contain the cargo herein mentioned, to be carried subject to all terms and conditions provided for on the face and back of this Bill of Lading and Carriers Tariff rules and regulations by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, including the use of feeder ships, barges, trucks or rail cars, from the place of receipt or the loading port to the port of discharge or place of delivery shown herein and there to be delivered onto order or assigns. The particulars given above as stated by the shipper and the weight, measure quantity, condition contents and value of the goods are unknown to the Carrier".

"In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void one (1) original Bill of Lading must be surrendered duly endorsed in change for the Goods or delivery Order".

"This Bill of lading shall be governed by and construed in accordance with Spanish law and all disputes arising hereunder shall be determined by the Courts of Barcelona (Spain) to the exclusion of the jurisdiction of the courts of another country. Alternatively and the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant".

The Merchant agrees the Goods be carried on deck

Place and date of issue: CASTELLDEFELS 26/09/2025
Signed by MULTITRADE SPAIN S.L., as Carrier:

by MULTITRADE SPAIN SL

GENERAL CONDITIONS

Conditions of Carriage Multitrade Spain S.L.

Taken in charge by the Carrier from the Merchant in apparent good order and condition unless otherwise indicated herein, the goods, or the container(s) or other package(s) or unit(s) sold by the Merchant to contain the cargo herein mentioned, to be carried subject to all terms and conditions provided for on the face and back of this Bill of Lading and Carriers Tariff rules and regulations by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, including the use of feeder ships, barges, trucks or rail cars, from the place of receipt or the loading port to the port of discharge or place of delivery shown herein and there to be delivered onto order or assigns.

One of this Bill of Lading duly endorsed must be surrendered in exchange for the Goods or Delivery Order. In accepting this Bill of Lading the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back of this Bill of Lading whether written, typed, stamped, printed or otherwise, and to be bound by the Carrier's Tariff rules and regulations which are deemed incorporated herein, all of which supersede all previous agreements, including booking notes, dock and mate's receipts and, any local customs or privileges to the contrary notwithstanding. The terms of this Bill of Lading shall be separable and if any part or term hereof is invalid or unenforceable, the validity and enforceability of any other part or term shall not be affected. Agents signing this Bill of Lading on behalf of the Carrier have only the limited authority at common law of a vessel's master signing a bill of Lading.

1. Definitions:

- (1) "Carrier" means the party on whose behalf this Bill of Lading is issued, and, as well as the Shipowner, the person whose charter (if bound hereby), the time charterer and any substitute or underlying carrier will perform the carriage of the goods.
- (2) "Container" includes any ISO standard container, trailer, chassis or other equipment in conformity with ISO standards.
- (3) "Goods" means the cargo accepted from the Merchant and included in this Container whether supplied by or on behalf of the Carrier or by the Merchant.
- (4) "Holder" means any person for the time being in possession of this Bill of Lading or to whom the Bill of Lading or the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.
- (5) "Inland Carrier" means and shall include any other mode of transportation by land, water or air, whether acting as Carrier or Bailee.
- (6) "Merchant" includes the shipper, holder, consignee, the receiver of goods, any person owing or entitled to the possession of the goods or this Bill of Lading any person acting on behalf of any such persons.
- (7) "Ship" shall include the vessel named in this Bill of Lading, any substituted vessel or feeder vessels, and any vessel, craft, lighter or other means of conveyance whatsoever owned, chartered, operated or controlled and used by the Carrier in the performance of this contract.
- (8) "Substituted Carrier" includes any water, rail, motor, air or other carrier utilized by the Carrier for any part of the transportation of the shipment covered by this Bill of Lading.
- (9) "Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed in Brussels on 23rd February, 1968, but only if such amendments are compulsorily applicable to this Bill of Lading.

2. **Carrier's Tariff:** The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between This Bill of Lading and the applicable Tariff, this bill of Lading shall prevail.

3. **Merchant's Warranty:** The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owing or entitled to the possession of the goods and this Bill of lading.

Sub-Contracting. (1) The Carrier shall be entitled to sub-contract on any terms the mode or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. (2) In contracting for the following exemptions and limitation of and exoneration from liability, the Carrier is acting as agent and trustee for all other persons named in this clause. It is understood and agreed that, other than the Carrier, no person, firm or corporation or other legal entity whatsoever (including the Master, officers, and crew of the vessel, all agents and all terminal operators, stevedores and all other independent contractors whatsoever) is, or shall be deemed to be liable with respect to the Goods as carrier, bailee or other whatsoever, if, however, it shall be adjudged that any such person, firm or corporation or other legal entity is liable to the owner of the Goods in respect of the Goods in accordance with the law of the place of delivery provided by law or by terms hereof shall be available to such other. It is also agreed that each of these persons and companies referred to above are intended beneficiaries, but nothing herein contained shall be construed to limit or to relieve them from liability to the Carrier for acts arising or resulting from their fault or neglect.

(3) The expression "sub-contractor" in this clause shall include direct and indirect subcontractors and their respective servants and agents.

Clause Paramount and Responsibility Carrier: (1) **Clause Paramount.** As far as the Bill of Lading covers the carriage of Goods by water, either by the Carrier or any Underlying Carrier, the contract evidenced in this Bill of Lading shall have effect subject to the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading dated Brussels 25th August, 1924 if and as enacted in the country of shipment, and any legislation making those Rules compulsorily applicable to bills of lading issued in that country, in so far as they may be applicable to the contract of carriage evidenced in this Bill of Lading. The provisions herein and made a part of this Bill of Lading Contract and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights and immunities or an increase of any of its responsibilities under said Act. The provisions cited shall said (except as may be otherwise specifically provided herein) also govern before the Goods are loaded on and after they are discharged from the ship provided, however, that the goods at said times are in the actual custody of the Carrier or an Underlying Carrier. (2) **Responsibility Carrier.** The Carrier shall be deemed to be the carrier of the Goods for the purposes of the applicable law of the country of the statute, law, ordinance or rules of the Hague Rules, as the case may be, to any extent, such term shall be subject to that extent, but not further. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss of or damage to the goods howsoever caused occurring while the Goods are not in the actual custody of the Carrier, whether or not the Goods are in the custody of the Carrier from the sea terminal at the port of discharge. (2) **Responsibility for Port to Port Shipment.** Where loss or damage has occurred between the time of receipt of the Goods by the Carrier at the port of loading and the time on delivery by the Carrier at the port of discharge, or during any prior or subsequent period of carriage by water, the liability of the Carrier shall be determined in accordance with the appropriate Hague Rules legislation as provided in the provisions of Clause 5 above of this Bill of Lading. (3) **Limitation of Liability.** The liability of the Carrier shall be limited in accordance with the applicable law of the country of the port of loading. The liability therefore shall be governed as provided in 5 (1) above. (4) **Extent of Inland Liability.** In any event, the liability of the Carrier shall under no circumstances be greater than that of the Underlying Carrier under their contracts of carriage and the Carrier shall be entitled to all of the rights, defences, limitations and exemptions from liability which the Underlying Carrier would be entitled to exercise if the Carrier, the Carrier's ship and its crew and servants were treated as the Underlying Carrier for the purposes of the contract against all others; including Underlying Carrier's, on account of such loss or damage.

6. **Negotiability and title of the goods:** This Bill of Lading shall not be a negotiable document of title unless consigned "to order", to the order of a named person, or "to bearer". If instead consigned directly to a nominated person, delivery may be made, at the sole discretion of the Carrier, to the nominated person only upon proof of identity, as if this Bill of Lading was a Waybill. Such delivery shall constitute due delivery hereunder.

7. General Limitations:

- (1) The Carrier does not undertake that: 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 save as provided in Clause 5 the Carrier shall in no circumstances be liable for any indirect or consequential loss or damage caused by delay;
- (2) Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.
- (3) The Carrier shall be entitled to the full benefit of all rights and immunities and all limitations of, or exemptions from, liability provided in the London Convention of 1976. Notwithstanding the foregoing, if local law makes the Brussels Convention of 1957 mandatorily applicable, the said latter Act will be applicable under this Bill of Lading. The Carrier shall also be entitled to the full benefit of all rights and immunities and all limitations of, or exemptions from liabilities contained in any national law of any nation whose laws shall be applicable.
- (4) Where the Carrier is found liable for delay in delivering the Goods, its liability will be limited to two and a half times the freight payable for the goods affected by the delay, but it shall not exceed the total amount of the payable freight. In the event of concurrence of delay and damage, any aggregate liability shall be limited by the applicable statute.
- (5) Without waiver or limitation of any exemption from or limitation of liability afforded by law or by this Bill of Lading, neither Carrier nor any corporation owned by, subsidiary to, or associated or affiliated with Carrier shall be liable for any loss or damage wheresoever, howsoever and whenever occurring by reason of any fire whatsoever, including that occurring before loading on or after discharge from the Ship or while the Goods are in the custody of an Underlying Carrier, unless such loss or damage has been caused by the design or neglect or by the actual fault or privity of such corporation, respectively. In any situation where such exemption from liability may not be permitted by law neither Carrier nor such corporation shall be liable for any such loss or damage by fire unless caused by negligence, including that imputed by law, for which Carrier or such corporation is liable, respectively.

4. Compensation and Limitation of Liability (1) All claims to which the Carrier may be liable shall be adjusted and settled on the basis of the net invoice value plus freight and insurance and in application of the mandatory limits set out or referred to in this Bill of Lading. Notwithstanding the foregoing it is agreed that in no event shall the Carrier be liable for loss of or damage to the Goods in excess of the net invoice value plus freight and insurance. (2) In no event shall the Carrier be liable for any loss of profit and any consequential loss. (3) Subject to the Hague Rules contained in the international convention for the Unification of certain Rules Relating the Bill of Lading dated on August 25th, 1924, and any legislation making those rules applicable to the bill of lading, the Carrier shall not be liable for loss of or damage to or in connection with the Goods in an amount exceeding the mandatory limits, unless the nature and value of the Goods have been declared by the Merchant before shipment and agreed to by the carrier inserted in this Bill of Lading and the applicable ad valorem freight rate is paid. (3) If the actual value of the Goods exceeds the mandatory limits, the Carrier shall be liable for the excess value of the Goods up to the actual value of the Goods. (4) The actual value of the Goods shall be determined on the basis of such declared value. In any case, if the declared value is higher than the actual value, the Carrier shall not be liable to pay more than the actual value of the Goods. (5) The net invoice value of the Goods plus freight and insurance. (4) The Carrier shall not be liable for loss or damage occurred while the Goods are being carried by subcarriers.

Notice of Claim and Time for Suit: Under notice of loss or damages and a general release of such loss or damages be given in writing to the carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods, or, if the loss or damage be not apparent, within three consecutive days after delivery. The Goods shall be deemed to have been delivered as described in this Bill of lading. In any event except as provided in the next sentence, the Carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss or damage unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered. When the damage occurs in the custody of the Underlying Carrier during inland carriage, the Carrier and the Underlying Carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss or damage unless notice of claim is filed and suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

10. Defence and Limits for the Carrier: The defence 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 is founded in contract or in tort.

11. **Shipper-Packed-Containers** If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier. If such loss, damage, liability or expense has been caused by the manner in which the Container has been filled, packed, stuffed or loaded, the Carrier shall not be liable for the unsuitability of the contents in Containers (i) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the container reasonably fit for the purpose required (ii) the unsuitable or defective Container condition which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded.

12. Inspection of Goods: The Carrier shall be entitled, but not be obligated, to open and/or to scan any Container at any time to inspect the contents for safety, security, safety of the cargo, as well as by a Court or other legal Authority. If it appears that the cargo cannot safely or properly be carried thereunder, either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store them ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense incurred by the Carrier in connection with the inspection of the goods, and the Carrier shall be obligated to take any particular measures and shall not be liable for any loss, delay or damage however arising from any action or lack of action under this clause.

13. **Description of Goods:** Any statement on this Bill of Lading, relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind, value or other particulars of the contents of such Container(s) are furnished by the Merchant and are unknown to the Carrier and the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier is confined to the number and the apparent order and Condition of the Container(s).

14. Merchant's Responsibility:

- (1) The Merchant warrants to the Carrier that the particulars relating to the Goods set out/overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and other particulars furnished by or on behalf of the Merchant are correct.
- (2) The Merchant shall indemnify the Carrier against any losses, damages and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The Carrier's right to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant.
- (3) The Merchant shall comply with all applicable Laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.
- (4) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all Laws, regulations and requirements which may be applicable.
- (5) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and as so to comply with all applicable Laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are so liable to the injury of a dangerous or inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to charges.

- (6) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

- (7) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause or from any cause in connection with the Goods for which the Carrier is not responsible.

15. Freight and Charges:

- (A) Freight shall be payable, at the Carrier's option, on gross invoice weight or measurement, or gross discharge weight and measurement, or ad valorem basis, or package or customary freight unit basis or any other applicable rate as set forth in Carrier's Tariff. Freight may be calculated on the basis of the description and/or declared value of the Goods furnished by the Merchant, but the Carrier may at any time, weigh, measure and value the Goods and open packages or customary freight units to examine contents. In the case the Merchant's description is found to be erroneous and additional freight is payable, the Goods shall be liable for any additional freight and expenses incurred in examining, weighing, measuring, fumigating and valuing the Goods.
- (B) Full freight to the port of discharge or to place of delivery, if stated in the face of the Bill of Lading, and all advanced charges against the Goods shall be considered completely earned on receipt of the Goods by the Carrier or Underlying Carrier as the case may be, whether the freight or charges be prepaid or be stated or intended to be prepaid or to be collected at port of discharge or destination or subsequently, and the Carrier shall be entitled absolutely, to all freight and charges, whether actually paid or not, and to receive and retain them under all circumstances whatever, the Ship and/or the Goods lost or not lost, or the voyage changed, broken up, frustrated or abandoned. Full freight shall be paid whether the Goods be damaged or lost, or packages or customary freight units be empty or partly empty.
- (C) All freight and charges shall be paid in full and without any offset, counterclaim or deduction, in the currency named in this Bill of Lading or at the Carrier's option, in its equivalent in local currency at bank demand rates of exchange in New York as of the date payment of freight shall be due hereunder. Any error in freight or in charges or in the classification herein of the Goods is subject to correction, and if on correction, the freight or charges are higher, Carrier may collect the additional amount.
- (D) The Merchant of the Goods shall be jointly and severally liable to Carrier for the payment of all freight, demurrage, General Average, salvage and other charges, including but not limited to court costs, expenses and reasonable attorney's fees incurred in collecting sums due to the Carrier. Payment of ocean freight and charges to a first forwarder, broker or anyone other than the Carrier, or its authorized agent, shall not be deemed payment to the Carrier and shall be made at payer's sole risk.

16. Lien:

- (1) The Carrier shall have a lien on the Goods and on any documents relating thereto, including but not limited to this note, for all sums (including but not limited to freight, handling, inland carriage, demurrage, container and ship's hire, port tariffs, etc.) payable to the Carrier under this Bill of Lading and for General Average and Salvage contributions to whomsoever due and for the cost of recovering the same and for that purpose shall have the right to sell the Goods by public auction or private sale without notice to the Merchant.
- (2) The Carrier shall have a lien on the Goods and on all sub-freights payable in respect of the Goods for freight, deadfreight, claims for damages and for all other amounts due under this Bill of Lading, including costs of recovering the same.
- (3) The Carrier is entitled to retain and/or sell the Goods in any of the following cases: (a) where the Merchant fails to pay the freight and any other related expenses within 6 months after the arrival notification; (b) where the carriage cannot be concluded due to force majeure, illegality or prohibition; and/or (c) where the Merchant fails to take delivery of the Goods within 6 months after the arrival notification.

(4) The Carrier is entitled to destroy the Goods where the Merchant fails to pay the freight and any other related expenses, and/or where the Merchant does not take delivery of the Goods within the stipulated time period.

17. Optional Stowage:

- (1) The Goods may be stowed by the carrier in the Containers or similar articles of transport used to consolidate Goods.
- (2) Goods stowed in Containers whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. Goods (other than livestock) stowed in any covered-in space or loaded in Container, van or trailer carried on deck shall be deemed to stow under deck for all purposes, including General Average and the United States Carriage of Goods by Sea Act, the Hague Rules or other applicable legislation.

18. Deck Cargo and Livestock: Goods which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever, and they are carried at the sole risk of the Merchant. The Carrier shall not be answerable for any injury, loss, death, delay or destruction howsoever arising, even though caused or contributed to by the act, neglect or default of the Carrier or by the unseaworthiness or unfitness of any vessel, cargo, conveyance, Container or other place existing at any time. In the event of the Master, in his sole discretion, considering that any livestock is likely to be injurious to the health of any other livestock or any person on board or the cause the vessel to be delayed or impeded in the prosecution of the voyage, such livestock may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against the cost of veterinary services on the voyage and of providing forage for any period during which the carriage is delayed for any reason whatsoever, and of complying with the regulations of any country whatsoever with regard to such livestock.

19. **Rust and/or Condensation:** It is agreed that superficial rust, oxidation or condensation inside the Container or any like condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of Carrier's failure to provide a seaworthy Container to the Merchant prior to loading. If the Merchant requires special arrangements or care for the carriage of such Goods, he must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill of Lading, and all special freight as required, must be paid by the Merchant. Acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such condition of rust, oxidation or the like did not exist on receipt.

20. Methods and Routes of Transportation:

- (1) The Carrier may at any time and with notice to the Merchant: (a) use any means of transport or storage whatsoever; (b) transfer the Goods from one conveyance to another including changing and carrying the same on another vessel than the vessel named overleaf; (c) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order; (d) load and unload the Goods at any place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port;
- (2) 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 in connection with the carriage of the Goods or the conveyance employed by the Carrier arising from the Goods or the conveyance or from the carriage of the Goods;
- (3) The Liberties set out in sub-clause (1) may be Invoked by the Carrier for any purpose whatsoever including undergoing repairs, towing or being towed, adjusting, instruments, dry-docking and assisting vessels in all situations, and anything done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

- Efficiency or disadvantage of whatsoever it which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the transport is commenced) may without notice to the Merchant and at the sole discretion of the Carrier, either: (a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, either by the intended or alternative route to that indicated in this Bill of Lading 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 ashore or afloat upon the Terms and Conditions of this Bill of Lading and endeavour as the Carrier may determine, or (b) suspend the Carriage of the Goods and store them ashore or afloat upon the Terms and Conditions of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the Terms and Conditions of this Bill of Lading and suspend the Carriage of the Goods, the Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage of the Goods to the Port of Discharge or Place of Delivery, or to the alternative route under clause 21 (a) or to suspend the Carriage under Clause 21 (b). This clause shall not prejudice its right subsequently to abandon the Carriage under Clause 21 (a).

22. Dangerous Goods:

- (1) The Merchant undertakes not to tender for transportation of any Goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage.
- (2) If the requirements of the sub-clause (1) are not complied with, the Merchant shall indemnify the Carrier against all losses damages or expenses arising out of the Goods being tendered for transportation or handled or carried by the Carrier.
- (3) Goods which are or at any time become dangerous, inflammable, radioactive or damaging, may, at any time or place, be unloaded, destroyed, or rendered harmless without compensation, and if the Merchant has not given notice of their nature to the Carrier under (1) above, the Carrier shall be under no liability to make any General Average contribution in respect of such Goods.

23. **regulations relating to Goods:** The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

24. Notification and Delivery:

(1) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

- (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.
- (3) If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading, the Carrier may without notice remove the Goods or part thereof for sale or for storage or for disposal thereof without notice, either open or under seal, at its sole risk. The Merchant, whose storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

- (4) If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion 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 at his discretion and without prejudice to any other rights which he may have against the Merchant without notice and without any responsibility attaching to him sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

- 25. Both-to-Blame Collision:** If the (barring) Ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying-Ship, the Merchant undertakes to pay the Carrier or, where the Carrier is not the owner and in possession of the carrying Ship, to pay to the owner of the carrying-Ship, the sum sufficient to indemnify the Carrier and/or the owner and/or the owner of the carrying-Ship, for all loss or damage to the cargo or non-carrying-Ship or her owners or charterers or their servants or agents or for any loss or liability representing loss of damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying-Ship or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying-Ship or her owners as part of their claim against the carrying-Ship or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, charterers, or those in charge of any ship or object other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision in contact, stranding or other accident.

26. General Average. General Average shall be adjusted according to York-Antwerp Rules of 1994 at any port or place at the option of the Carrier whether declared by the Captain or a sub-contractor of the Carrier. The Carrier shall have the right to deposit cash or other security as the Carrier may deem sufficient to cover the General Average contribution due to the cargo owner. If the cargo owner does not provide such security, or if the Carrier does not so require, within three months of the delivery of the cargo, the cargo owner shall be deemed to have waived notice of the Carrier's lien. The Carrier shall be under no obligation to exonerate any lien for General Average contribution due to the cargo owner if a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if such salvaging ship belonged to strangers.

27. **Contract Variation:** No servant or agent of the Carrier shall have the power to waive or vary any terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized in writing by the Carrier.

- 28. Amendments and waivers:** No amendment or waiver of any provision of this Bill of Lading and no consent to any departure therefrom shall be effective against Carrier except by means of a writing signed by duly authorized representative of the Carrier. Waivers or consents by Carrier shall be effective only in the specific instances and for the specific purposes for which they are given. This Bill of Lading shall not be deemed amended, modified, qualified, or supplemented by any course of dealing or course of performance.

- 29. Law and Jurisdiction:** This Bill of Lading shall be governed by and construed in accordance with Spanish law and all disputes arising hereunder shall be determined by the Courts of Barcelona (Spain) to the exclusion of the jurisdiction of the courts of another country. Alternatively and at the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant.