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Secretaría de Salud Subred Integrada de Servicios de Salud Norte E.S.E.	SOLICITUD DE MODIFICACIÓN CONTRACTUAL	CÓDIGO: AP-CT-F-30-04
		VERSIÓN: 4
	SUBRED INTEGRADA DE SERVICIOS DE SALUD NORTE E.S.E. GESTIÓN DE LA CONTRATACIÓN	PÁGINA: 1 DE 1
		FECHA: 15/07/2020

ASPECTOS GENERALES DEL CONTRATO			
CONTRATO No.	077-2022	**FECHA DE INFORME**	
OBJETO DEL CONTRATO	ADQUISICIÓN DE EQUIPOS BIOMÉDICOS, MOBILIARIO Y DEMÁS ELEMENTOS NECESARIOS PARA LA DOTACIÓN DEL CAPS. SUBA DE LA SUBRED INTEGRADA DE SERVICIOS DE SALUD NORTE E.S.E.	**TIPO DE CONTRATO**	Compraventa
CONTRATISTA	INSTRUMENTOS Y MEDICIONES INDUSTRIALES S.A.S.	**NIT**	830.512.338-2
DIRECCIÓN DE NOTIFICACIONES	Calle 163A No. 20-90 Piso 3	**CORREO ELECTRÓNICO**	ferro.mauricio@insymed.com info@insymed.com salazar.adriana@insymed.com
SUPERVISOR	ROYER ALBERTO SUTANEME	**CARGO**	PROFESIONAL ESPECIALIZADO
PLAZO INICIAL DEL CONTRATO	CUATRO (4) MESES	**TIEMPO PRORROGADO**	CUATRO (4) MESES Y CUARENTA Y CINCO (45) DÍAS
FECHA DE EJECUCIÓN DEL CONTRATO	9/8/2022	**FECHA DE TERMINACIÓN DEL CONTRATO**	25/5/2023
VALOR INICIAL DEL CONTRATO	$ 29.754.390	**VALOR ADICIONADO EN EL CONTRATO**	NO APLICA

I. TIPO DE MODIFICACIÓN CONTRACTUAL SOLICITADA

ADICIÓN	**NO**	**PRÓRROGA**	**SI**	**OTRO (*)**	**NO**
VALOR		**TIEMPO**	**UN (1) MES**		

II. JUSTIFICACIÓN DE LA MODIFICACIÓN CONTRACTUAL

Teniendo en cuenta la prestación del servicio de salud en la Subred Norte, es necesario satisfacer las necesidades del servicio, de nuestros colaboradores, usuarios y/o pacientes

Dar cumplimiento a convenio y/o contrato interadministrativo

A fin de cumplir con lo establecido en el convenio interadministrativo 0860 de 2019 suscrito entre el Fondo Financiero Distrital de Salud y la Subred integrada de Servicios de Salud Norte E.S.E., se suscribió el contrato de compraventa No. 077-2022 con la empresa INSTRUMENTOS Y MEDICIONES INDUSTRIALES S.A.S. con el propósito de adquirir dos (2) hornos para el CAPS SUBA. Este contrato se encuentra próximo a vencer y el día 23/05/2023 el proveedor manifestó mediante comunicación *"REF: Solicitud prórroga Contrato No. 077-2022"* (se adjunta documento), la solicitud de prórroga sobre el contrato No. 077-2022 por un periodo de 30 días, considerando que los equipos están embarcados y en camino desde Alemania a puerto Cartagena, adicionalmente hay que transportarlos a Bogotá y hacer la respectiva Nacionalización. Razón por la cual solicitan formalmente prórroga para hacer entrega oficial de los equipos una vez se culminen los trámites de nacionalización pertinentes.

Teniendo en cuenta lo expuesto y la fecha proyectada para la terminación del contrato, se evidencia que no se cuenta con el tiempo necesario para que INSTRUMENTOS Y MEDICIONES INDUSTRIALES S.A.S. realice la ejecución de los compromisos contractuales a cabalidad.

Así las cosas, se hace necesario prorrogar el plazo de ejecución del contrato en cuestión en un (1) mes, con el fin de tener el tiempo necesario para que el proveedor ejecute a satisfacción el objeto y obligaciones contractuales en su totalidad.

III. CUMPLIMIENTO OBLIGACIONES DEL CONTRATO

OBLIGACIONES GENERALES:
1. Adelantar oportunamente los trámites y cumplir los requisitos para la ejecución y legalización del CONTRATO dentro del término señalado. EN EJECUCIÓN
2. Pagar todos los impuestos, tasas, contribuciones y similares que se deriven de la ejecución del CONTRATO o, de conformidad con la Ley colombiana, cuyos valores han considerado y estudiado durante la etapa previa de preparación de la propuesta y que en consecuencia están incorporados en el precio ofrecido. En cualquier evento, EL CONTRATISTA asume el riesgo tributario que derive del CONTRATO. EN EJECUCIÓN
3. Ejecutar el objeto del CONTRATO de acuerdo con el alcance previsto en los documentos del proceso. EN EJECUCIÓN
4. Cumplir en forma eficiente y oportuna con el objeto y las obligaciones que se generen por la naturaleza del CONTRATO, con plena autonomía técnica y administrativa y bajo su propia responsabilidad. Por lo tanto, no existe ni existirá ningún tipo de subordinación, ni vínculo laboral alguno de EL CONTRATISTA con las subredes ni con la EGAT. EN EJECUCIÓN
5. Informar oportunamente al Supervisor del contrato cualquier anomalía o dificultad que advierta en el desarrollo del CONTRATO. EN EJECUCIÓN
6. Atender las recomendaciones y sugerencias que haga el Supervisor del CONTRATO, cumpliendo sus indicaciones, recomendaciones y las demás que sean inherentes al objeto de la contratación. EN EJECUCIÓN
7. Cumplir oportuna y completamente con los pagos correspondientes al Sistema General de Seguridad Social en Salud, según corresponda, de conformidad con lo establecido en la normatividad vigente. EN EJECUCIÓN
8. Presentar los informes requeridos por el Supervisor del CONTRATO. EN EJECUCIÓN
9. Defender en todas sus actuaciones los intereses de LA SUBRED NORTE E.S.E según corresponda y obrar con lealtad y buena fe durante la ejecución. EN EJECUCIÓN

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25-05-2023
12:17 pm
BK

10. Informar oportunamente de cualquier petición o amenaza de quien actuando por fuera de la ley pretenda obligarlo a hacer u omitir algún acto u ocultar hechos que afecten los intereses de LA SUBRED NORTE E.S.E. EN EJECUCIÓN
11. Mantener actualizado su domicilio durante la vigencia del CONTRATO y cuatro (4) meses más y presentarse a las Subredes en el momento en que sea requerido por las mismas. EN EJECUCIÓN
12. Cumplir con todo lo ofrecido en su propuesta. EN EJECUCIÓN
13. Asumir los costos de transporte de suministro de LOS BIENES contratados hasta el lugar de entrega convenido serán asumidos por EL CONTRATISTA. EN EJECUCIÓN
14. Reponer el suministro de LOS BIENES que no se encuentren en buen estado para su uso, a más tardar dentro de los 8 días hábiles a partir de la comunicación escrita del supervisor del CONTRATO. EN EJECUCIÓN
15. Evitar dilaciones para la ejecución del CONTRATO. EN EJECUCIÓN
16. Constituir las garantías exigidas y presentarlas a LA SUBRED NORTE E.S.E para su aprobación en el término señalado en el CONTRATO. EN EJECUCIÓN
17. Responder las solicitudes efectuadas por LA SUBRED NORTE E.S.E a más tardar dentro de los dos (2) días siguientes al recibo de la solicitud. EN EJECUCIÓN
18. Abstenerse de usar el nombre de LA SUBRED NORTE E.S.E sin la previa autorización escrita de estas. EN EJECUCIÓN

OBLIGACIONES ESPECÍFICAS:
1. Entregar LOS BIENES objeto de esta contratación en el CAPS SUBA de LA SUBRED NORTE E.S.E, cumpliendo cada una de las características técnicas establecidas en el Anexo técnico. EN EJECUCIÓN
2. Garantizar que LOS BIENES entregados se encuentren libres de todo vicio o gravamen y que son nuevos. EN EJECUCIÓN
3. Realizar todos los trámites de importación y nacionalización de LOS BIENES en caso de requerirse asumiendo todos los costos que estos generen. EN EJECUCIÓN
4. Realizar la entrega de LOS BIENES de acuerdo con las cantidades solicitadas por el supervisor de contrato, en los lugares de entrega que este establezca, en presencia del delegado o los delegados por la gerencia de LA SUBRED NORTE E.S.E y el personal de la Unidad que se designe para ello, dentro del plazo contemplado. EN EJECUCIÓN
5. Reemplazar a sus expensas y a entera satisfacción del supervisor del CONTRATO designado por LA SUBRED NORTE E.S.E y sin costo alguno, el bien que resulte de mala calidad, con defectos de fabricación o que no correspondan a lo especificado en las fichas técnicas, dentro de los siguientes ocho (8) días hábiles a la notificación, sin que se afecte en ningún momento la continuidad del servicio. EN EJECUCIÓN
6. Capacitar y/o entrenar al personal al que hubiere lugar en los casos que el BIEN lo requiera, además brindará las actualizaciones del ámbito científico a las que hubiere lugar de acuerdo con las necesidades y requerimiento de LA SUBRED NORTE E.S.E. sin que ello genere un costo adicional. EN EJECUCIÓN
7. Presentar, para la recepción técnica de LOS BIENES, con la factura y/o anexo documento con la descripción del producto, su registro sanitario INVIMA y demás documentación mencionada en el anexo técnico. EN EJECUCIÓN
8. Garantizar por escrito que LOS BIENES ofertados no tiene vigente ningún tipo de alerta sanitaria o suceso de seguridad en las entidades sanitarias nacionales e internacionales. EN EJECUCIÓN
9. Garantizar el cumplimiento del Plan de Manejo Integral de Residuos Peligrosos, el cual permita evidenciar el cumplimiento de lo establecido la normatividad vigente del Ministerio de Protección Social, sobre manejo de residuos hospitalarios, por lo cual la subred(es) podrán solicitar y verificar en caso de ser necesario certificados, manifiestos y cualquier otro documento de ser necesario, que permita evidenciar el cumplimiento ambiental de acuerdo a la normatividad vigente. EN EJECUCIÓN
10. Mantener vigente el CERTIFICADO DE CAPACIDAD DE ALMACENAMIENTO Y ACONDICIONAMIENTO DE LOS DISPOSITIVOS MÉDICOS, expedido por el INVIMA para los establecimientos importadores que almacenen y/o acondicionen dispositivos médicos para uso humano. EN EJECUCIÓN
11. Responder en un plazo máximo de cinco (5) horas siguientes a la recepción de la solicitud realizada por el supervisor, en caso de presentarse algún imprevisto. EN EJECUCIÓN
12. Las demás asignadas inherentes al objeto contractual. EN EJECUCIÓN

IV. ACTIVIDAD PRESUPUESTAL Y ADMINISTRATIVA DEL CONTRATO

Ejecución Financiera del Contrato:

NRO. ADICIÓN	VALOR ADICIÓN	CDP	FECHA CDP	CRP	FECHA CRP	VALOR TOTAL CONTRATO	NRO. DE LA PRÓRROGA	FECHA DE LA PRÓRROGA	TIEMPO TOTAL DEL CONTRATO
							1	9/12/2022	6 MESES
							2	9/2/2023	6 MESES Y 45 DÍAS
							3	26/3/2023	8 MESES Y 45 DÍAS
	-					$ 29.754.390			

Ejecución contable del contrato (facturas):

FECHA FACTURA	NRO. FACTURA	VALOR FACTURA	NRO. INGRESO ALMACEN	SALDO POR EJECUTAR
TOTAL		-		

V. SOPORTES Y/O ANEXOS

Comunicación de INSTRUMENTOS Y MEDICIONES INDUSTRIALES S.A.S. REF: Solicitud prórroga Contrato No. 077-2022.

Supervisor: Royer Alberto Sutaneme Cortes	
Director de Área: Fernando Iván Morales Martínez	
Subgerente Corporativa: Liliana Ríos Velandia	

*Toda solicitud de adición debe llevar aprobación de la Dirección Financiera

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Instrumentos & Mediciones Industriales S.A.S.

Bogotá, mayo 23 de 2023

Ingeniero
ROYER ALBERTO SUTANEME CORTES
Interventor del contrato
SUBRED INTEGRADA DE SERVICIOS DE SALUD
Ciudad

REF: Solicitud prórroga Contrato No. 077-2022

Respetado Señores

Con la presente me permito solicitar una prórroga del contrato de la referencia, teniendo en cuenta las siguientes consideraciones:

1. En desarrollo del contrato se realizan las diferentes actividades tendientes a la adquisición de los bienes objeto de este, y es así como se presentó la orden de compra ante el fabricante Memmert quien generó orden de producción y factura.

2. En comunicaciones reiteradas ante el fabricante Memmert, este ha manifestado la imposibilidad de hacer la entrega dentro de los plazos acordados, en el cual se aducen circunstancias ajenas a la voluntad de **IMI SAS**

3. Recibimos actualización del proveedor Memmert ubicado en Alemania informándonos que la carga quedó en Puerto Hamburgo hasta el pasado fin de semana por logística en puertos, encontrándose ahora en tránsito marítimo, lo que tomará aproximadamente 20 días para llegada a puerto Cartagena – Colombia, posterior nacionalización y traslado a Bogotá con 10 días adicionales.

4. Razón por la cual solicitamos formalmente prórroga para hacer entrega oficial de los equipos de 30 días.

5. Como se puede evidenciar se ha generado una circunstancia de fuerza mayor y caso fortuito, que impide la entrega de los equipos dentro del plazo inicialmente pactado, aspecto que se sale del

resorte de responsabilidad tanto de la SUBRED como de nosotros como contratista

6. La ley 95 de 1890, en su artículo 1 define la fuerza mayor en los siguientes términos: **«Se llama fuerza mayor o caso fortuito, el imprevisto á que no es posible resistir, como un naufragio, un terremoto, el apresamiento de enemigos, los autos de autoridad ejercidos por un funcionario público, etc.»** (Se subraya para resaltar), en este caso, se ajusta a este principio, donde por causa externas es imposible tener los equipos en las fechas inicialmente acordadas

Con fundamento en las anteriores consideraciones, respetuosamente me permito solicitar:

La prórroga del contrato por treinta (30) días para entrega, con el fin de realizar todos y cada uno de los trámites necesarios para la importación, nacionalización y entrega de los bienes objeto del contrato.

Anexamos:

- BL de la Naviera
- Comunicado de fábrica MEMMERT.

En espera de una pronta y positiva respuesta.

Cordialmente,

MAURICIO FERRO VARGAS
REPRSENTANTE LEGAL
INSTRUMENTOS Y MEDICIONES INDUSTRIALES SAS

BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

Shipper	Country of Origin	Bill of Lading No.
MEMMERT GMBH + CO. KG WILLI-MEMMERT-STRASSE 90 91186 BUECHENBACH GERMANY	GERMANY	BRE01578457

F/Agent Name & Ref.	Shipper's Ref
AIT WORLDWIDE LOGISTICS INC	

Consignee (if 'To Order' so indicate)

ARTILAB S.A.
NIT 800.053.310-8 PARQUE
EMPRESARIAL DE OCCIDENTE BODEGA 18 TRONCAL DE OCCIDENTE
1 KM FUNZA CUND 250020
COLOMBIA

Notify Party (No claim shall attach for failure to notify)

LET LOGISTICS SAS
AV. CALLE 26 N. 85D - 55, AV. CALLE 26 N. 85D - 55
BOGOTA, 110931, BOGOTA, COLOMBIA
TEL: +601 7451606
EMAIL: SERVICIOALCLIENTE@LETLOGISTICS.COM

ORIGINAL

Place of Receipt	Port of Loading		
	BREMERHAVEN, BREMEN, GERMANY (DEBRV)		
Vessel	**Port of Discharge**	**Place of Delivery**	**No. of Original Bills of Lading**
MARIE MAERSK / 320E	CARTAGENA, COLOMBIA (COCTG)		

Marks & Numbers Container Numbers	No.of pkgs.or Shipping Units	Description of Goods & Pkgs	Gross Weight KG	Measurement CBM
HASU1097062 SL # K300519	20 FT STANDARD DRY	1 X 20 FT STANDARD DRY CNTR(S) S.T.C SHIPPER'S LOAD STOW COUNT 35 PACKAGE LABS EQUIPMENT SPARE PARTS AND ACCESSORIES SHIPPED ON BOARD FREIGHT COLLECT	2,984.295	24.760
	Total 1			

Freight Details, Charges etc:

ALL DESTINATION CHARGES TO CONSIGNEES ACCOUNT

FCL/FCL

Excess Value Declaration: Refer to Clause 6(4)(B) + (C) on reverse side

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition, unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.

The particulars given above are as stated by the shipper and the weight, measure, quantity, condition, contents and value of the goods are unknown to the carrier.

One of the original bills of lading shall be presented to the carrier or his agent at destination before the cargo shall be released.

Place and date of issue : CARTAGENA, COLOMBIA (COCTG) 19-MAY-2023

Signed on behalf of the Carrier :

by : LET LOGISTICS SAS

TERMS AND CONDITIONS

1. DEFINITIONS

'Carriage' means the operations and services undertaken by or on behalf of the Carrier in respect of the Goods.

'Carrier' means the party named as such on the face of this Bill of Lading.

'Container' includes any container, trailer, transportable tank, flat or pallet or any similar article of transport used to consolidate goods and any equipment thereof or connected thereto.

'Freight' includes all charges payable to the Carrier in accordance with this Bill of Lading.

'Goods' means the cargo received from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

'Merchant' includes the Shipper, the Consignee, the receiver of the Goods, and anyone holding, owning or entitled to the possession of the Goods or of this Bill of Lading.

'Servants' or 'Agents' includes master, officers, crew, owners, managers, operators, charterers of or utilizing space on the carrying vessel, sub-contractors, stevedores, terminals and groupage operators, road-, rail- and air-transport operators and any independent contractors employed by the Carrier in the performance of the Carriage.

'USA' includes the United States of America and the territories where the United States Carriage of Goods by Sea Act (COGSA) is applicable.

'SDR' means Special Drawing Right as defined by the International Monetary Fund.

2. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of the person owning, or entitled to the possession of, the Goods and this Bill of Lading

3. SUBCONTRACTING

(1) The Carriershall be entitled to sub-contract on any terms the whole or any partof the carriage. (2) It is hereby agreed that no Servants or Agents are, or shall be deemed to be liable with respect to the Goods as Carrier, bailee or otherwise (3) If, however, due to mandatory provisions or otherwise any Servant or Agent is or is adjudged to be carrier, bailee of the Goods or under any responsibility with respect thereto, all exemptions and limitations of and exonerations from liability provided by law or by the terms hereof including the jurisdiction clause shall be available to such Servant or Agent

(4) If, unless based on mandatory provisions, any claim is made against any of the Servants or Agents, the Merchant shall identify the Carrier against all consequences thereof.

4. CARRIER'S RESPONSIBILITY

(1) General Provisions

Unless notice of loss or damage is given in writing to the Carrier or his Agent before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage is not apparent within three (3) days from this date, such removal shall be prima facie evidence of the delivery by the Carrier as described in this Bill of Lading and any such loss or damage which may have occurred to the Goods shall be deemed to be due to circumstances which are not the responsibility of the Carrier. The notice must clearly specify the damage. Notwithstanding the aforesaid, if the Goods have been delivered to the Merchant, the Merchant must prove that the damage to, or loss of, the Goods did not occur during the period after delivery.

(2) Port to Port Shipment

a) When loss or damage has occurred between the time of loading of the Goods at the port of loading and the time of discharge at the port of discharge the responsibility of the Carrier shall be determined in accordance with Swiss law. In the event this Bill of Lading has been issued in Switzerland or a country in which the Hague Rules are compulsorily applicable and covers a shipment between Switzerland and such country or between such countries, the responsibility of the Carrier shall be determined in accordance with Swiss law. b) The Carrier shall be under no liability for loss of, or damage to, the Goods occurring, if such loss or damage arises prior to loading on, or subsequent to the dischargefrom, the vessel. However, in the event that an applicable mandatory law provides the contrary, the Carrier shall have the benefit of every right, defense, limitation and liberty as provided by Swiss law or in the event that the Bill of Lading covers a shipment to or from the USA COGSA shall be applicable before the Goods are loaded on, or after they are discharged from, the vessel.

c) Compensation shall be calculated by reference to the value of the Goods at the placeand the timethey are or should have been delivered to the Merchant. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus freight and insurance paid, unless stated otherwise in the invoice value

(3) Combined Transport

a) If the place of loss of, or damage to, the Goods is known, the responsibility of the Carrier is determined by the law applicable to that part of the Carriage. b) In the event that part of the combined transport is a shipment to or from the USA the responsibility of the Carrier shall be determined in accordance with Swiss law if the damage to, or loss of, the Goods occurs between the time of loading at the port of loading and the time of discharge at the port of discharge, and in accordance with COGSA if such damage or loss occurs at any other time during the period of the Carrier's responsibility. c) The Carrier is not liable for losses arising from an act or omission by the master of any carrying vessel, the pilot or any other person in the service of any carrying vessel pushor or towor during navigation or in the formation or dissolution of a pushed or towed convoy. d) Where the Carrier is liable to pay compensation for total or partial loss of the goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were received for Carriage. The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality. (e) In the event that the law, convention or agreement applicable under clause 4 (3) (a) or (b) is not mandatorily applicable to this transport and provides for liability exceeding 2 SDR per kilo of the gross weight of the Goods lost or damaged the maximum liability shall be limited to 2 SDR per kilo of the gross weight of the Goods lost or damaged. f) If the stage of the Carriage during which loss or damage occurred is not known, the Carrier's maximum liability shallnot exceed 2 SDR per kilo of the gross weight of the Goods lost or damaged. g) The Carrier shall not be entitled to the benefit of Clause 4 (3) (c),(e)and (f) if it is proven that the damage resulted from a personal act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result.

5. SHIPPER-PACKED CONTAINERS

If a container has not been packed or filled by or on behalf of the Carrier, a) The Carrier shall not be liable for loss of or damage to the Goods caused by (1) the manner in which the Container has been packed or filled, or (2) the incorrect setting of any thermostatic ventilation or other special controls of the Container, or (3) the unsuitability of the Goods for carriage inthe Container, or (4) the unsuitability or defective condition of the Container, unless the Container has been provided by or on behalf of the Carrier and such unsuitability or defective container arose or was not detected due to want of due diligence on the part of the Carrier. The Shipper shall inspect all Containers provided by the Carrier before stuffing them and the use of such Containers shall be prima facie evidence that the Container is in good order and condition and sound and suitable for use. b) The Merchant shall regardless of fault, indemnify the Carrier against any loss, damage, liability or expense caused by one or more of the matters referred to in sub-paragraphs a) (1), (2) or (3). Contributory fault of the Carrier limits the Merchant's lia-bility proportionally. Further where the loss, damage, liability or expense was caused by a matter referred to in sub-paragraph a) (4) the Merchant shall be liable to indemnify the Carrier in respect thereof if

and to the extent the loss or damage were not caused by a want of due diligence on the part of the Carrier or the defect could have been detected by the Shipper upon reasonableinspection of the Container.

c) The Merchant undertakes not to tender for transportation any Goods which require refrigeration without previously giving written notice of their nature and particular tem-perature range to be maintained and in the case of a refrigerated Container packed by or on behalf of the Merchant further undertakes [i] that the Container has been pre-cooled to the required temperature for the transportation of the Goods and [ii] that the Goods have been properly stowed in the Container and [iii] that its thermostatic controls have been adequately set before receipt of the Goods by the Carrier. The Carrier is not liable for any loss of or damage to the Goods arising inter alia from non-compliance with the above mentioned requirements.

d) Container packed by the Merchant shall be delivered to the Carrier with an intact seal in place, or a high security seal if the latter is required by law for the respective trade. The seal number must be noted on this Bill of Lading by the Merchant. In the event the Container is not so sealed, the Carrier reserves the right, at the Merchants expense, to return the Container to the Merchant for sealing or to affix a seal.

6. SUNDRY LIABILITY PROVISIONS

(1)Hague Rules/Hague-Visby Rules

In the event that contrary to clause 22, another law than the one stipulated therein is applied, then, if this Bill of Lading has been issued in a country where the Hague Rulesapply, th Hague Rules shall apply and the limitations sum for the purpose of Article IV Rule 5 of the Hague Rules shall be GBP 100 gold per package or unit, or, if this Bill of Lading has been issued in a country where the Hague-Visby Rules are compulsorily applicable, the Hague-Visby Rules shall apply and the Carrier's liability shall not exceed 666.67 SDR per package or 2 SDR per kilo of gross weight of the Goods lost or damaged, whichever is the higher.

(2) COGSA

Notwithstanding any of the foregoing to the contrary, in the event that suit is brought in a court in the USA and such court, contrary to clause 22, accepts jurisdiction, then COGSA shall be compulsorily applicable to this contract of carriage if the Bill of Lading covers a shipment to or from the USA. The provisions set forth in COGSA shall also govern before the Goods are loaded or after they are discharged from the vessel. The Carrier's maximum liability in respect to the Goods shall not exceed USD 500 per package, or where the Goods are not shipped in packages USD 500 per customary freight unit, unless the nature and value of the Goods have been declared by the Merchant and inserted in writing on the face of this Bill of Lading and said Merchant has paid ad valorem freight.

(3) Shipper's declared value

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and that compensation higher than provided herein, may not be claimed unless the nature and value of such Goods have been declared by the Merchant, agreed to by the Carrier and inserted into the Bill of Lading before shipment. In addition, the applicable ad valorem freight must be paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value is higher than the actual value, the Carrier shall in no event be liable to pay compensation higher than the net invoice value of the Goods plus freight and insurance. Any references to letters of credit, import licenses, sales contracts, invoices, order numbers or details of any contract to which the Carrier is not a party shall not be regarded as a declaration of value

(4) Delay

The Carrier does not undertake, unless explicitly otherwise agreed in writing, that the Goods arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use. The Carrier shall under no circumstances be liable for direct, indirect or consequential loss or damage caused by delay. If the Carrier notwithstanding the foregoing is being held responsible for delay liability shall be limited to an amount three times the Freight payable for the delayed Goods.

(5) Scope of application and exclusions

a) The rights, defences, limitations and liberties of whatsoever nature provided for in this Bill of Lading shall apply to any action against the Carrier for any loss or damage or delay howsoever occurring and whether the action be founded in contract or tort. b) Save as otherwise provided herein, the Carrier shall under no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits

(6) Nothing contained in this Bill of Lading shall deprive the Carrier of any of his rights otherwise provided for elsewhere.

(7) The Carrier shall be discharged from all liabilities under this Bill of Lading unless suit is brought within nine months after the delivery of the Goods or after the date when the Goods should have been delivered.

7. INSPECTION OF GOODS

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorized by the Carrier shall be entitled, but under no obligation, to open or scan any Container or package at any time and to inspect the Goods.If by order of the authorities at any place a Container has to be opened for the Goods to be inspected, the Carrier willnot be liable for any loss or damage occurred as a result of such opening, unpacking, inspecting or repacking.TheCarrier shall be entitled to recover from the Merchant any costs which are incurred due to compliance with the respective orders from the authorities.

8. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time that, without want of due diligence on the part of the Carrier, the Goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Goods or any part thereof, the Carrier may abandon the Carriage thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage or to store the same ashore or afloat under cover or in the open at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

9. FREIGHT AND CHARGES

(1) Freight shall be deemed fully earned and shall be paid on receipt of the Goods by theCarrier.Freight is non-returnable in any event.

(2) The Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Goods, any Container or other package or unit in order to reweigh, re-measure or revalue the contents and if the particulars furnished by or on behalf of the Shipper are substantially incorrect, it is agreed that a sum equal to either five times the difference between the correct Freight and the Freight charged or to double the correct Freight less the Freight charged whichever sum is the smaller, shall be payable as liquidated damages to the Carrier.

(3) All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant.

(4) Where Containers or equipment are supplied by the Carrier, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Carrier.

(5) Freight and charges shall be paid in full and without any set-off, counter claim or deduction. (6) Despite the acceptance by the Carrier of instructions to collect Freight charges or other expenses from any other person in respect of the Carriage under this Bill of Lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason

10. MERCHANT'S RESPONSIBILITY

(1)All the persons coming within the definition of Merchant in clause 1 shall be jointly and severally liable to the Carrier for the fulfillment of all obligations and warranties arising from or in relation

to this Bill of Lading. (2) The Merchant shall comply with all regulations or requirements of customs, ports, or other authorities and shall bear and pay all duties, taxes, fines imposts, expenses or losses (including Freight for any additional Carriage) incurred or suffered by reason of any failure so to comply, or by reason of any illegal, incorrect, or insufficient declaration marking, numbering or addressing of the Goods or the discovery of stowaways or any drugs, narcotics, or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant, or stamp duty imposed by any country, and shall indemnify the Carrier in respect thereof.

(3) If Containers were supplied by or on behalf of the Carrier the Merchant is responsible for returning the empty Containers in the same condition as received with interiors brushed and clean and free from odour, to the point or place designated by the Carrier, His Servants or Agents, within the time prescribed. Should a Container not be returned in the condition required or within 3 (three) days or the time agreed, the Merchant shall pay for detention and any additional loss or expenses which may arise therefrom.

11. ISPS CODE

(1) The Merchant will indemnify and hold the Carrier harmless from any damages, including delay or vessels, resulting from the violation of the ISPS Code on the part of the Merchant.

(2) The Merchant undertakes to pay the Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the Port Facility or any relevant authority in accordance with the ISPS Code in relation to the Goods.

(3) The Carrier is entitled to divertsthe vessel to a different port and to unload the Goods there if they do not or no longer comply with the requirements of the ISPS Code in the port ofdischarge. Such discharge shall be deemed to constitute due delivery under this Bill of Lading.

12 CARRIER'S LIEN

(1) Carrier shall have a lien on goods and documents relating thereto for all sums due under this Bill of Lading, which includes General Average and salvage contribution, and costs of enforcement of the aforementioned claims. Such lien shall survive delivery. The lien may be enforced by the Carrier by public or private sale.

(2) In the event that there are any mandatory rules or regulations contrary to paragraph (1) in force in the country where the Goods are situated at the time of the intended sale, these shall be applicable.

13 OPTIONAL STOWAGE

(1) The Goods may be packed into Containers by the Carrier.

(2) Goods packed in Containers, whether by the Carrier or the Merchant, may be carried on deck or under deck without notice to the Merchant or on the Bill of Lading. Such Goods whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of Goods under this Bill of Lading and under the Hague Rules or the Hague-Visby Rules or COGSA whichever is applicable in the individual case

14. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant (a) use any means of transport or storage whatsoever. (b) transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named overleaf or by any other means of transport whatsoever. (c)proceed by any route in his discretion, whether or not, the nearest or most direct or customary or advertised route, and at any speed, and proceed to or stay at any place or port whatsoever once or more often and in any order. (d) load or unload the Goods at any place or port whether or not any such place or port is named overleaf and store the Goods temporarily at any such place or port. (e) 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 to give orders or directions.

(2) The liberties set out in paragraph (1) may be invoked by the Carrier for any reasonable purpose whether or not, connected with the Carriage of the Goods including undergoing repairs to the conveyance employed by the Carrier towing or being towed, adjusting instruments, dry docking and assisting vessels in distress situations. Anything done accordingly and any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation

(3) In case the Merchant tenders Goods without prior written request to and written acceptance by the Carrier for Carriage in a specialized Container or for Carriage otherwise than in a Container or for Carriage in a refrigerated, insulated, specially cooled or ventilated compartment, Carriage may be undertaken in a general purpose Container or compartment of the vessel

15. MATTERS AFFECTING PERFORMANCE

If at any time the Carriage is seriously affected by any hindrance, risk to ship or cargo, or substantial delay, war civil commotion, political unrest, act of terrorism and threat thereof even though the circumstances advised at the time the contract was entered into or the Goods were accepted for Carriage, and which cannot be avoided by the exercise of reasonable endeavors, the Carrier, whether or not the Carriage is commenced, may treat the performance of this contract as terminated and place theGoods or any part of them at the Merchant's disposal at any place or port which the carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Merchant shall pay any additional costs for Carriage to and delivery and storage at such place or port.

16. DANGEROUS GOODS

(1) No Goods which are or may become dangerous, inflammable or damaging, (including radio-active materials, or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for Carriage without his express written consent and without the Container and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and marking or if in the reasonable opinion of the Carrier the Goods are or are liable to become of a dangerous inflammable or damaging nature, the Goods may at any time be unloaded, destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant

(2) The Merchant warrants 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 or regulations which may be applicable during Carriage.

(3) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages, delay, attorney fees, expenses and fines arising in consequence of any breach of the provisions of this clause

17. NOTIFICATION AND DELIVERY

(1) Failure to give notification of the arrival of the Goods shall not involve the Carrier in any liability nor relieve the Merchant of any liability hereunder.

(2) The Merchant shall take delivery of the Goods within 3 (three) days. If the Merchant fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers provided by the Carrier, and/or to store the Goods ashore or afloat at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability of the Carrier in respect of the Goods stored as aforesaid shall cease and the Merchant shall be responsible for the cost of such storage.

(3) If the Merchant fails to take delivery of the Goods within 30 (thirty) days of delivery becoming due, or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, and without notice, sell, destroy ordispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant (4) Without prejudice to an earlier termination by virtue of law or any other clauses of this

Bill of Lading the responsibility of the Carrier shall cease and the Goods shall be considered to be delivered at the Merchant's risk and expense in every respect when taken into the custody of customs or other authorities.

18. MULTIPLE BILLS OF LADING FOR FOLSHIPMENTS

Goods will only be delivered in the Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered to the Carrier authorizing delivery to a single Merchant at a single place of delivery. In the event that this requirement is not fulfilled the Carrier may unpack the Container and deliver to the Merchant, without the Container, the Goods in respect of which the Bills of Lading have been surrendered to the Carrier. Such delivery shall consume due delivery hereunder but will only be effected against payment by the Merchant of the charges for any additional service rendered. If the Container has not been provided by the Carrier, the latter shall be free to decide of his convenience to whom of the receivers of the Goods to deliver the Container.

If the Carrier is required to deliver the Goods to more than one Merchant and all or part of the Goods in the Container consist of bulk, or is or becomes mixed, unidentifiable or unmarked, the holders of the Bill of Lading relating to Goods within such Container shall take delivery thereof including any damaged portions or shortage of Goods in such proportions as the Carrier in his sole discretion determines such delivery constitutes due delivery thereunder.

19. BOTH-TO-BLAME COLLISION AND NEW JASON CLAUSE

The current published and approved BIMCO Both-to-Blame Collision Clause and New Jason Clause are incorporated herein.

20. GENERAL AVERAGE AND SALVAGE

The Merchant shall indemnify the Carrier in respect of any claims of a General Average or salvage nature which may be made on him and shall provide such security as may be required by the Carrier in connection therewith. The Merchant hereby permits the Carrier to act on behalf of the Merchant in any General Average or salvage proceeding in which the Merchant does not appear.

21. VALIDITY

(1) In the event that anything herein contained is inconsistent with any applicable International Convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void. Unless other terms are specifically agreed in writing between the Merchant and the Carrier, the Terms of this Bill of Lading supersede any prior agreements between the Merchant and the Carrier

(2)Unless otherwise agreed between the Carrier on the one hand and the Shipper or a person acting on behalf of the Shipper on the other hand, the terms of this Bill of Lading including clause 22 shall also govern any underlying contract of carriage.

22. LAW AND JURISDICTION

Any claim or dispute arising under this Bill of Lading shall be governed by the laws of Switzerland and determined by the courts of Zurich, to the exclusion of the jurisdiction of the courts of any other place. The parties agree that to the extent foreseen under the applicable procedural rules, the proper court shall be the commercial court of Zurich (Handelsgericht Zurich)

23. WAYBILL

(1) The following paragraphs are applicable only in the event that this document is used as a Waybill.

(2) All terms and conditions mentioned, or referred to, in clauses 1 to 22 inclusive and on the face hereof shall apply to this Waybill. However, in the event of a conflict of such terms and conditions with the following paragraphs, the following paragraphs shall prevail. All terms and conditions as applicable to this Waybill shall hereinafter be referred to as Waybill terms and conditions'.

(3) The Shipper accepts the Waybill terms and conditions on behalf of the Consignee and the owner of the Goods and warrants that he has authority to do so

(4) Upon written request of the Shipper prior to arrival of the carrying vessel at the port of discharge or place of deliver, whichever applicable, the Carrier will use its best efforts to change the Waybill to the Carrier's Bill of Lading, provided that the Carrier shall in no case be liable for failure timely to effect such changes.

(5) The Goods are subject to the Carrier's normal credit practices with respect to release of particular Goods, as specified in the Waybill terms and conditions, but not limited to, the Carrier's right to a lien against any shipment as security for any unpaid charges due and owing to the Carrier by any party to this Waybill, whether related to the Goods described in this Waybill or not

(6) Delivery will be made to the Consignee or his authorized representative upon presentation of a delivery receipt or other evidence of identity and authorization satisfactory to the Carrier in his sole and absolute discretion without the need of producting or surrendering a copy of this Waybill.

(7) Should the Consignee require delivery to a party and/or premises other than as shown in the Consignee' box on the face hereof, then the Consignee must give written instructions to the Carrier or his agent. Unless the Shipper expressly waives his right to control the Goods until delivery by means of a clause on the face hereof, such instructions from the Consignee will be subject to any instructions to the contrary by the Shipper. (8) The Consignee or other receiver of the Goods, by presenting this Waybill and/or requesting delivery of the Goods, undertakes all liabilities of the Shipper under this Waybill, such undertaking being additional and without prejudice to the Shipper's own liability.

(9) Unless instructed to the contrary by the Shipper prior to the commencement of Carriage and noted accordingly on the face hereof, the Carrier will, subject tothe Waybill

terms and conditions, process cargo claims with the Consignee. Claims settlement, if any, shall be a complete discharge of Carrier's liabilities to the Shipper.

Memmert GmbH+Co. KG | P.O. Box 1720 | D-91107 Schwabach

Schwabach, 22 de Mayo del 2023

Señores(as):
INSTRUMENTOS Y MEDICIONES INDUSTRIALES

Asunto:
CARTA INFORMATIVA SOBRE RETRASO EN ENTREGA DE CONTENEDOR
(Pedido 13930)

Nosotros MEMMERT GmbH + KG, fabricantes establecidos durante más de 80 años con domicilio legal en Aeussere Rittersbacherstr. 38, 91126 Schwabach - Alemania, por medio de la presente lamentablemente tenemos que informar de que el pedido del Contenedor con referencia a su pedido arriba mencionado, sufrió una novedad en el embarque, salió de nuestra fabrica mayo 3 con agenda en puerto de Hamburgo programada para cargar en buque el 12 de mayo, esta fecha fue cancelada por la naviera y nos embarcaron hasta el 20 de mayo, según BL.

Por esta razón, lamentablemente su pedido se retrasará un poco, agradezco su comprensión con la difícil situación que estamos viviendo en Europa, escases de repuestos, materias primas y contenedores.

En nombre de Memmert les pedimos disculpas a todos por esta demora y los inconvenientes que esto les pueda generar.

Quedamos a disposición para cualquier consulta.

Atentamente,

MEMMERT GmbH + Co KG
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D-91126 Schwabach
Germany

David Mosquera
Sales Manager
Email: dmosquera@memmert.com

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