CONSTRUCTORA DEL ORIENTE S.A.S.

Bogotá D.C, 12 de julio de 2023

Señores:
CORPORACIÓN AUTÓNOMA REGIONAL DE CUNDINAMARCA
Att. ING. EDGAR MAURICIO LEMUS BAUTISTA
Supervisor

Asunto: Solicitud ampliación de la Suspensión No. 01 del Contrato CAR No. 3634 de 2022

Respetados Señores:

Debido a los tiempos de importación de las Tres Cajas Reductoras a instalar en la Estación de Bombeo El Chicú, se presentan demoras con el proveedor para la nacionalización de los Equipos. Por lo tanto, solicito la ampliación de la Suspensión No. 01 del Contrato CAR No. 3634 de 2022 por un término de veinte (20) días.

Se adjunta el soporte de la importación.

Atentamente,



CARLOS GERMAN CASTELLANOS CARDENAS
Representante Legal

Shipper

FLENDER GMBH
A1103149
AM INDUSTRIEPARK 2 2
46562 VOERDE (NIEDERRHEIN)
GERMANY

Blue Anchor Line

Bill of Lading

for Multimodal Transport
And Port to Port Transport

Consignee (This bill is non-negotiable unless marked „To order" or „To The order of …" Here. See Clause 4).

AGP REPRESENTACIONES SAS
NIT 800204652-0
ZONA FRANCA DE OCCIDENTE
AGP SERVICES SAS
NIT 900575843-4
8002046520

Notify Party 2 (No liability shall attach to the Carrier or to his Agent for failure to notify. See Clause 14).

AV TRONCAL DE OCCIDENTE NO. 20 85
MANZANA 1 BD 2
CARGA EN OTM
MOSQUERA, CUNDINAMARCA
COLOMBIA

Notify Party (No liability shall attach to the Carrier or to this Agent for failure to notify. See Clause 14)

AGP REPRESENTACIONES SAS
NIT 800204652-0
ZONA FRANCA DE OCCIDENTE
AGP SERVICES SAS
NIT 900575843-4

Delivery Agent

KUEHNE + NAGEL S.A.S.
REG.DIAN NO.011/ RES.08930 28-10-03
CALLE 22 NORTE NO 5AN- 29 LOCAL 101
ED CASA VERSALLES NIT 800.039.996-1
TEL: (572) 680 5456 /CALI, COLOMBIA

Place of Receipt (Multimodal Transport only)	Pre-carriage by	Port of Loading	B/L No.
BREMEN (CFS)	TRUCK	HAMBURG	1053162220
Vessel	**Voyage No.**	**Port of Transshipment**	
CMA CGM CARL ANTOINE	3223S		
Port of Discharge	**Place of Delivery (Multimodal Transport only)**	**Movement**	**Freight Payable at**
CARTAGENA	BOGOTA	CFS/CFS	DESTINATION

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (See Clause 7.3)

Marks and Numbers	Number of Packages	Description of Goods	Gross Weight kgs	Measurement
PO 141222 DISPATCH NOTE SIAF10014192758 AGP REPRESENTACIONES 110931 BOGOTA COLOMBIA	3 CASE(S)	AS PER INVOICE NO. 588C0070116222 REDUCTOR LCL/LCL HS CODE: 848340 FREIGHT COLLECT	6270,00	12,582
TOTAL	3		6270,00	12,582

LOADED IN CONT.: CAIU8844735 SEAL WWA030045643

Information Copy only
No Transport Document

OCEANFREIGHT AND CHARGES
Rates, Weight and/or Measurement subject to correction — Prepaid — Collect

Declared Cargo Value *** NO VALUE DECLARED ***
If Merchant enters a value, Carrier's per package limitation of liability shall not apply and the valorem rate will be charged.

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), such carriage being always subject to the terms, rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF NUMBERED 1-21 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 duty 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 complies 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 or reverse side hereof, 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 and as soon as at least one original is surrendered the others shall be void.

Total amount due

Place and date of issue:
BREMEN 12.06.2023

[X] Shipped on board *
[ ] Receipt only *

* please mark as appropriate

Date: 12.06.2023

Shipped on Board Vessel:
CMA CGM CARL ANTOINE

Shipped from Port of Loading:
HAMBURG

For and on behalf of the Carrier

Blue Anchor Line

by Kuehne + Nagel (AG & Co.) KG
As Agents for the Carrier

KMSTARCDE 0016114581202 3-06-26T09:22:31.413+02:00SASTBLBL

TERMS AND CONDITIONS

Division of Transpac Container System Ltd.
Manhattan Place • 23 Wang Tai Road
Kowloon Bay • Kowloon • Hong Kong • China

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, warehousing and handling of the Goods and related documentary, customs and IT processes.
"Carrier" means Transpac Container System Limited of Hong Kong, trading as Blue Anchor Line.
"Carrier's Agents" include but are not limited to the Kuehne + Nagel company which arranged the Carriage and/or issued this bill of lading and the Kuehne + Nagel company in the country where the Goods are discharged and/or delivered.
"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.
"Container" 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 ancillary equipment.
"Freight" includes freight, demurrage, detention costs and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.
"Goods" means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing 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).
"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25th August 1924.
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules.
"Holder" means any Person for the time being in lawful possession of, or lawfully entitled to possession of, this bill of lading or in whom rights of suit and/or liability under this bill of lading have been lawfully vested or transferred.
"Indemnify" means defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the indemnifying party.
"Merchant" includes the Shipper and the Persons named in this bill of lading as consignee and notify party, the receiver of the Goods and the Person entitled to receive the Goods on notification by the Merchant, the Holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors.
"Multimodal Transport" arises if the Carrier has indicated a place of receipt and/or a place of delivery on the front hereof in the relevant spaces.
"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package.
"Person" includes an individual, corporation or other legal entity.
"Port to Port Transport" arises if it is not Multimodal Transport.
"Shipper" means the Person who tendered the Goods to the Carrier and any Person named as shipper in the bill of lading.
"Sub-Contractor" includes but is not limited to owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, forwarding agents, liner agents, customs brokers, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractors, servants or agents employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.
"Vessel" means any waterborne craft used in the Carriage under this bill of lading including but not limited to ocean vessels, feeder vessels and inland water vessels whether named in the bill of lading or substituted vessels.

2 CONTRACTING PARTIES

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

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 demurrage. 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 filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.

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 of lading under its control, provided that and only to the extent the Carrier had reasonable means of checking the Goods.

5 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-Contractors) that any Sub-Contractor can, at its option, apply its own terms of contract with the Carrier to defend claims brought by the Merchant.
5.2 The Merchant undertakes:
(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
(b) if any claim or allegation should nevertheless be made against a Sub-Contractor, to Indemnify the Carrier against all consequences thereof.
5.3 Without prejudice to the other provisions in this Clause 5, every Sub-Contractor shall have the benefit of all provisions herein benefitting 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 but also as agent or trustee 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.
(b) the liability of the Carrier for loss of or damage to the Goods shall be 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).
(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, howsoever caused. Notwithstanding the foregoing, 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 and liberty in the Hague Rules, Hague-Visby Rules, or any other rules as applied by clause 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 or at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion 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 entered on the front side of this bill of lading as the Port of Discharge or Place of Delivery.
6.2. Where the Carriage is Multimodal Transport and 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 detriment of the claimant; and
(b) there an international convention or national law does not apply compulsorily to the stage of the movement where the loss or damage occurred, any liability of the Carrier shall be determined by sub-clause 6.3.
6.3 Where the Carriage is Multimodal Transport but the Merchant cannot prove at what stage the loss or damage occurred or if this sub-clause applies pursuant to sub-clause 6.2:
(a) the Carrier shall be relieved of liability for any loss or damage if 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, or defective condition of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
(iv) handling, loading, stowage or unloading of the Goods by the Merchant, or any person acting on behalf of the Merchant;
(v) inherent vice of the Goods;
(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 by water;
(ix) fire, unless the fire was caused by the actual fault or privity of the Carrier or lack of exercise of due diligence to make the Vessel seaworthy, 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 proof;
(x) a nuclear incident;
(xi) 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.
(b) The burden of proof that the loss or damage was due to one or more of the causes, or events, specified in sub-clause 6.3 (a) shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one 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 not, in fact, caused either wholly or partly by one or more of these causes or events.
(c) Where the loss or damage was partly caused by one of the causes at sub-clause 6.3 (a) the Carrier shall only be liable to the extent that another cause contributed to the loss or damage.
6.4 Compensation and Limitation
(a) Subject to the Carrier's right to limit liability as provided for within this bill of lading, the Carrier's liability shall be calculated by reference to the value of the Goods at the place and time at which they were accepted for Carriage.
(b) Where the Hague Rules, Hague-Visby Rules or any other rules compulsorily apply to the Carriage the Carrier's liability shall in no event exceed the amounts provided for in the applicable rules.
(c) In all other cases compensation shall not exceed the limitation of liability of 2 SDRs per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.
6.5 Time-bar
(a) Where the Hague Rules, Hague-Visby Rules or any other rules apply compulsorily to the Carriage, the time limit for bringing claims will be as prescribed by the applicable rules.
(b) In all other cases, the Carrier shall be discharged of all liability whatsoever unless suit is brought within nine months after the delivery of the Goods or the date when the Goods should have been 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 Merchant 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 required by the Carrier, extra freight being paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata 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 the Carrier is found liable for delay, liability shall be limited to the Freight applicable to the relevant 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, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of 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.
(e) The defences and limits of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.
(f) The Merchant shall Indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability 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 Merchant's undertakings, responsibilities and liabilities under or in connection with this bill of lading and to pay the Freight due under it without deduction or set-off.
7.2 The Merchant warrants on agreeing to this bill of lading he is or is the agent of and has the authority 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.
7.3 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 particulars including, but not limited to, verified gross mass, weight, content, measure, quantity, 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, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.
7.5 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. The Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing or by faulty loading or packing within Containers when such loading or packing has been performed by the Merchant or an behalf of the Merchant, or by the defect or unsuitability of the Containers when supplied by the Merchant, and shall Indemnify the Carrier against any additional expenses so caused.
7.6 Any Container released into the care of the Merchant for packing, unpacking or any other purpose whatsoever shall be at the sole risk of the Merchant until proper redelivery to the Carrier at the time and place prescribed by the Carrier. If the Merchant fails to deliver the Container at such prescribed time and place, the Merchant shall pay the Carrier the applicable demurrage or detention charges arising therefrom. The Merchant is responsible for returning the empty Container, with interiors brushed and clean, to the point or place designated by the Carrier, his servants or agents. The Merchant shall be liable for any charges, loss or any other expenses arising therefrom. The Merchant shall be responsible for any loss and/or damage to, and any liabilities caused or incurred by such Container whilst in its custody and/or control.
7.7 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 Sub-Contractor (other than the Merchant) caused by the Merchant or any Person acting on his behalf or for which the Merchant is otherwise 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.

8 DANGEROUS GOODS

8.1 No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:
(a) the Carrier's express consent in writing; and
(b) the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and 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 carriage of the Goods shall rest upon the Merchant.
8.3 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.

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.
9.2 The terms of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
9.3 If a Container has been Consolidated by or on behalf of the Merchant, the Carrier shall not be liable for loss of or damage to the Goods:
(a) caused 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 or defective condition of the Container actually used provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (c) shall only apply if the unsuitability or 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 to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide 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.
9.6 The provisions of clause 6 also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.
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 from any 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 if 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 further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.
10.2 If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance and the Merchant shall Indemnify the Carrier for any resulting loss the Carrier suffers.
10.3 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.
10.4 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 10 or from any cause in connection with the Goods for which the Carrier is not responsible.

11 INSPECTION OF GOODS

11.1 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.
11.2 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 carry or continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, 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.
11.3 The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

12 METHODS AND ROUTE OF TRANSPORTATION

12.1 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 not;
(c) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;
(d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;
(e) proceed at any speed and 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 whatsoever once or more often and in any order;
(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 to give orders or directions;
(h) permit the Vessel to proceed 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.
12.2 The liberties set out in sub-clause 12.1 above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not 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 landing any Persons, including but not limited to Persons involved with the operation 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.

13 DECK CARGO

13.1 Unless it is specifically stipulated that the Goods will be carried under deck on the front of this bill of lading, the Goods (whether containerised or not) may be stowed on or under deck 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 carried on deck 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 lading.
13.3 Goods 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 for 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 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:
(a) the Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of the Merchant at his 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 disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:
(a) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, 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 from such craft, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease;
(b) without prejudice to the Carrier's right to subsequently abandon the Carriage under Clause 14.2 (a) above, continue the Carriage.
(c) In any event the Carrier shall be entitled to full Freight on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.
14.3 The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority. This shall amount to due delivery to the Merchant.
14.4 Any mention herein 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 thereunder.
14.5 If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may have against the Merchant without notice to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

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.

16 GENERAL AVERAGE

16.1 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.
16.2 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.
16.3 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior to delivery of the Goods.
16.4 The Carrier 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.
17.2 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the relevant tariff 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 lading, or, at the option of the Carrier, in another currency specified by the Carrier.
17.3 The Freight has been calculated on the basis of 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 as per clause 11 a sum equal either to 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 notwithstanding any other sum having been stated in this bill of lading as the Freight payable.
17.4 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution.
17.5 Despite the acceptance by the Carrier of instructions to collect Freight or other expenses from any other Person in respect of the transport 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.
17.6 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant.
17.7 The Merchant shall reimburse the Carrier for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

18 LIEN

18.1 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 whomsoever due.
18.2 The Carrier shall also have a lien on the Goods and any documents relating thereto for all sums due from the Merchant 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, whether the Carriage is completed or not. In any event any lien shall (a) survive the delivery of the Goods and (b) extend to cover the cost of recovering any sums due.
18.4 To enforce and satisfy the Carrier's lien, the Carrier 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.

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 authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.

20 PARTIAL INVALIDITY

20.1 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.