



# BILL OF LADING

## COPY NON NEGOTIABLE

<b>SHIPPER</b>		<b>Booking Nbr.</b>		<b>Bl. Nbr.</b>	
		<b>Carrier</b>			
		<b>Forwarding Agent</b>		<b>Reference Nbr.</b>	
<b>CONSIGNEE</b>		<p>RECEIVED by the Carrier the Goods as specified above in apparent order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and the COMMON CLAUSES TO FREIGHT TRANSPORTATION CONTRACT, published on the website <a href="http://fascargo.co/bl-terms-conditions-fcls.pdf">fascargo.co/bl-terms-conditions-fcls.pdf</a> clauses of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs not withstanding.</p> <p>The particulars given above as stated by the and the weight, measure, quantity, conditions, 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 hereafter, the same being accomplished the other(s), if any, to be void, if one (1) original bill of Lading has been surrendered in exchange for the Goods or delivery order.</p> <p>The contract evidenced by or contained in this bill of Lading is governed as per the COMMON CLAUSES TO FREIGHT TRANSPORTATION CONTRACTS, published on the website <a href="http://fascargo.co/bl-terms-conditions-fcls.pdf">fascargo.co/bl-terms-conditions-fcls.pdf</a> and any claim of dispute arising hereunder or in connection herewith shall be determined by the courts as stated on it.</p>			
<b>NOTIFY</b>		<b>Also Notify</b>			
<b>Pre-Carriage by</b>	<b>Place of Receipt</b>	<b>Onward Inland Routing/Export Instructions</b>			
<b>Ocean Vessel-Voy Nbr.</b>	<b>Port of Loading</b>				
<b>Port of Discharge</b>	<b>Place of Delivery</b>				
<b>PARTICULARS FURNISHED BY THE MERCHANT</b>					
<b>Container Nbr &amp; Seal Nbr Marks &amp; Numbers</b>	<b>Quantity and Kind of Packages</b>	<b>Description of Goods</b>		<b>Measurement (MTS3) Gross Weight (KGS)</b>	
				KGS  CBM	
<b>TOTAL NUMBER OF CONTAINERS OR PACKAGES (IN WORDS)</b>	<b>SAY :</b>			<b>TOTAL :</b>	KGS CBM
<b>Cargo Value as per Shipper's declaration :</b>					
<b>Freight &amp; Charges</b>	<b>Revenue Tons</b>	<b>Rate</b>	<b>Currency</b>	<b>Prepaid</b>	<b>Collect</b>
<b>TOTAL ...</b>					
<b>B/L Number</b>	<b>Number of Original B/Ls</b>		<b>Payable at</b>		
	<b>Place of B(s)L Issue and Date</b>				
<b>Service Type / Mode</b>	<b>Laden on Board</b>		<b>Date:</b>		
<b>Signed for the Carrier/Captain/Agent or Representative:</b>					
The SHIPPER, CARGO DISPATCHER OR FORWARDER, MERCHANT, SENDER, AGENT OF THE SENDER, ADDRESSEE established in this transport document, is subject to and accepts the conditions agreed in the general clauses published by FAS CARGO & LOGISTICS SERVICES on its website <a href="http://www.fascargo.co">www.fascargo.co</a> .					

COMMON CLAUSES TO FREIGHT TRANSPORTATION CONTRACTS UNDER BILL OF LADING - FAS  
CARGO & LOGISTICS SERVICES AS CARRIER / AGENT / OR REPRESENTATIVE

**FAS CARGO & LOGISTICS SERVICES**, service company for cargo handling, as per national and international legal provisions to develop transport activities, sets out the general conditions that apply to the transport of goods entrusted to the company, regardless of their origin or destination in the Colombian and international territory.

The present document regulate relations between interested in transport of goods by sea, and related routes, which are entrusted to the company, and will apply to the international transport contract, formalized in the conditions expressed in the following clauses, to the goods that are mentioned in the introduction of this document outlined in the applicable format according to the denomination of Bill of Lading or B / L, and for the time elapsed from the receipt of the goods for custody of the carrier until its effective delivery In accordance with what is established in the aforementioned format, these operations are carried out by means of any type of vehicles used, it being understood that when means other than the same are used, the contract will take effect when merchandise is on board the ship.

**DEFINITIONS.** - For all legal purposes, the following expressions will have the following scope in their interpretation, unless the law confers another, as follows:

**TRANSPORT DOCUMENT**, it is understood that it is this document, regardless of the name adopted to refer to it, or if based on develop using different transport, by land, sea or air.

**CARRIER OR CARRIER**, will be the entity or person in charge of making the journey according to the specifications of the shipper, or who on their behalf determines the destinations from one point to another specifically indicated in the introductory part of this document.

**SHIPPER, MERCHANT**, includes the holder, consignee, receiver of the goods, and any person who owns or is authorized to possess the Goods declared on this Bill of Lading and anyone who acts representing such persons, in all cases, it will be the entity or person that delivers to the carrier the products that will make the voyage according to the specifications indicated in the introductory part of this document.

**SENDER**, will be same Shipper or Merchant.

**AGENT OF THE SENDER**, any person as Sender.

**CONSIGNEE**, will be the one who, according to the instructions of the Shipper or Sender, must receive the cargo, at the end point of the agreed route according to the specifications indicated in the introductory part of this document.

**CARGO**, will be the generic name that the products subject to the route agreed between transporter and shipper will receive, and will correspond to the general specifications indicated in the introductory part of this document.

**PORT OF ORIGIN**, place where shipper will deliver the cargo to the carrier to start agreed voyage according to the specifications indicated in the introductory part of this document.

**PORT OF DESTINATION**, final place where the carrier must deliver the goods to the Consignee, according to the specifications delivered by shipper and as indicated in the introductory part of this document.

**SHIP or VEHICLE**, will be the means used by transporter to carry out the agreed route in accordance with the instructions and cargo requirements, and as indicated in the introductory part of this document.

**RESPONSIBILITIES OF THE CARRIER**, set of measures related to the way in which the transporter must execute the journey to deliver the cargo, as agreed with the shipper or sender.

**MARKS AND NUMBERS**, will be all those specifications noted on the outside of the packaging that contains the cargo, as well as those specifications expressly delivered by the shipper to the carrier that allow an individualization of the goods transported.

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**NAME, REGISTRATION NUMBER AND TONNAGE OF THE SHIP**, will be all the specifications that individualize the ship or vehicle used by the carrier to carry out the voyage agreed with the shipper to the Consignee, according to the needs of the voyage and the cargo handling specifications.

**FREIGHT**, consists of any compensation that the carrier will receive from the shipper or Consignee, for the completion of the voyage as indicated in the introductory part of this document. Includes all charges payable to the Carrier according to the applicable rate in the commercial invoice issued for that concept. The value of the freight in the event of non-compliance by the shipper or Consignee or whoever must pay the remuneration to the carrier, includes, without being limited to it, the recovery value obtained from the sale of the cargoes transported.

**ORIGIN AGENT**, is understood to be that entity or person that commercially delegates to the Carrier the execution of the voyage, as well as its own activities such as issuing documents and supports to carry out the trip, as well as administrative and control functions before the authorities in origin of the cargo, for legal purposes, will also have the status of carrier.

**AGENT AT DESTINATION**, is understood to be that entity or person that commercially delegates to the Carrier the execution of the final voyage, as well as its own activities such as issuing documents and supports to carry out the trip, as well as administrative and control functions before the authorities in Destination of the cargo, for legal purposes, will also have the status of carrier.

**ROUT**, refers to all or any part of the operations and services related to the transfer, assumed by the Carrier in relation to the Goods.

**COMBINED TRANSPORTATION**, arises when the place of receipt and / or the place of delivery indicated on the face of this Bill of Lading is distant from the place of arrival or receipt of the cargo and the transfer is necessary using a different mode of transport to the one who makes the journey.

**CONTAINER**, includes any container, even those that do not have a roof, also called flat rack type, or platform type, trailer, transportable tanks, pallets or any other device used to transport goods.

**GOODS, CARGO**, refers to all or part of the cargo received from the shipper and includes any container, trailer, transportable container, platform or pallet or any similar item that is used to consolidate the cargo.

**HAGUE RULES**, refers to the stipulations emanating from the International Convention for the Unification of Certain Rules regarding Bill of Lading signed in Brussels on August 25, 1924 or any national legislation that makes such Rules obligatorily applicable to Bills of Lading Boarding.

**HAGUE VISBY RULES**, refers to the stipulations emanating from the International Convention for the Unification of Certain Rules in the matter of Bill of Lading signed in Brussels on August 25, 1924 according to the modification made through the Protocol signed in Brussels on 23 February 1968, or any national legislation that makes such amended Rules mandatory for Bills of Lading. In the case of Colombia, it will refer to the provisions of the corresponding Title of the Colombian Commercial Code.

**HAMBURG RULES**, refers to the stipulations emanating from the United Nations Convention on the Maritime Transport of Goods of 1978, adopted in Hamburg on March 31, 1978, or to any national legislation that gives mandatory effect to such Rules in relation to this Bill of Lading, and the national legislation that makes such modified Rules obligatorily applicable to Bills of Lading.

**CARGO UNIT**, includes Containers, packages, trucks, trailers, pallets and merchandise unit or things of any kind that have containers, including merchandise shipped in bulk or those that are not shipped in packages.

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**PORT OF DISCHARGE**, refers to any port in which the merchandise is discharged from any ship, which may be feeder or ocean vessels, after Transportation according to this Bill of Lading, whether or not it is the ship mentioned on the reverse.

**PORT OF SHIPMENT**, refers to any port where the merchandise is shipped in vessels, which may be feeder or ocean vessels, to be transported under this Bill of Lading, whether or not it is the ship mentioned in the back.

**PORT TO PORT**, arises when the Transportation is not "Combined Transportation".

**PREVIOUS CARRIER AND SUBSEQUENT CARRIER**, comprise any land, sea or air carrier that participates in the combined transport of the goods that circulate under this Bill of Lading from the place of reception to the port of shipment in the case of the previous carrier and from the port of discharge to the final place of delivery in the case of the subsequent carrier.

**SHIP, VESSEL, MOTORVESSEL**, refers to the vessel proposed to transport the goods during all or part of their transport between the port of shipment and the port of discharge. This term includes any alternative or replacement vehicle for the one named in this Bill of Lading.

**GENERAL CONDITIONS FOR THE TRANSPORT OF THE GOODS.**

Received in apparent good order and condition from the sender, or the sender's agent, the number of containers or other packages or units said by the sender to contain the goods described in "Description of cargo", and that will be transported from the Port of Loading or where appropriate, the place of initial reception to the port of discharge or, where appropriate, the place of delivery, to be delivered to the recipient or a representative prior to payment of all charges owed. The Carrier does not guarantee the accuracy of the data provided by the sender.

By accepting this bill of lading, the sender, the consignee, the owner thereof and the owners of the goods, agree, as each one of them signs, that receipt, custody, transportation, relief, delivery and any transshipment of the goods are subject to the conditions that appear in the introductory part of this document, which will govern the relations, whatever they may be, between the sender, the recipient, the owners of the goods and any owner thereof. and the carrier, its agents, contractors, employees, captains, drivers and vessels in each contingency that occurs, and if the Carrier acts as such. The carrier will have the right to keep containers, vans or trailers on deck without prior notice. The terms of this document shall not be considered waived by the Carrier, except for a written waiver signed by the Carrier or its duly authorized agent.

- 1. IDENTITY OF THE CARRIER.** If, despite the terms of this Bill of Lading, it is determined that any party, other than that defined in the introductory stipulations of this document, is the Carrier and/or depositary of the Goods shipped by virtue of it, all rights, defenses, immunities, limitations and exceptions of liability stipulated by law or by this Bill of Lading will be available to that other party.
- 2. FAS CARGO AS AGENT.** In the provision of cargo agent or cargo consolidation services, FAS CARGO and LOGISTICS SERVICES intervenes as a mere intermediary in the name and on behalf of the client when entering into contracts with transporters, maritime brokers, stevedores, port terminals, customs agents and others. subjects that provide their services in execution of the operation. In these cases, FAS CARGO will only be responsible for the diligent selection thereof, as well as for the correct transmission of the instructions received from the client. In case of damage, loss or delay caused by carriers, customs agents, stevedores, port terminals, among others, FAS CARGO will be obliged to formally record the customer's claim against said service providers to preserve the customer's possible rights. At the client's request, and insofar as it is possible and convenient, FAS CARGO will proceed against said service providers at the client's risk and expense; in this case, FAS CARGO will be empowered to receive

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reimbursement of its expenses and the collection of a commission for its management.  
At the client's request, FAS CARGO will assign any right that it may have against the service provider to its client.

- 3. SCOPE OF THE VOYAGE.** The voyage contracted in this document will include the designated ports, but also those that are inside or outside the announced route or order, or the usual or ordinary geographical position of the destination or origin described in the introductory part of this document. The carrier can skip the calls or arrival at any port or ports, whether scheduled or not, and can arrive at the same port more than once, can before or after proceeding to the port of discharge, make test trips, take fuel or supplies in any port within or outside the regular course of travel, enter with or without pilots, tow and be towed, save or try to save fees. Assistance to ships in distress or others during the previous step is included in the trip.

The carrier shall have the right, without prior notice, to replace or employ a vessel, vehicle, or other means instead of the vessel named in this document to carry out the entire journey, when the port of destination or discharge is not served by the carrier. The carrier may, at any intermediate port, divide most of the cargo and send it in containers or other suitable means for its proper handling, in order to comply with this agreement.

- 4. FREIGHT AND CHARGES,** the carrier acquires the right to collect the freight and charges related to the transport, as soon as the cargo is physically delivered for its custody, and both the shipper or sender and the consignee will be jointly and severally liable for the payment thereof, according to what is established in the commercial invoice issued for such purposes.

(1) The total freight and charges (including but not limited to ground freight, additional freight, dead freight, delay, charges and other amounts owed herein) shall be considered fully accrued against the Goods, they shall be understood to be accrued upon receipt of the Goods, by the Carrier (whatever the intention is, prepaid or charged to the Port of Discharge or Place of Delivery or later) and must be paid and will not be returned in any case under circumstances of any nature, whether the Ship and / or Goods are lost or not, or the trip changes, is frustrated or abandoned.

(2) The value of the freight may be calculated based on the details provided by or on behalf of the Merchant. The Carrier may at any time review, measure and evaluate the Goods and may, but without any obligation, open Packages, Containers or trailers to examine the contents. If there are errors or the details provided by or on behalf of the Merchant are incorrect or if there is an error in the Freight or other charges and if after correcting the error it turns out that the Freight charges are higher, the Carrier may collect the additional amount and The Merchant will be responsible for any expenses incurred in examining, weighing, measuring and evaluating the Goods.

(3) All freight, charges or amounts of any nature payable to the Carrier will be owed by all the persons defined as the Merchant, who will be jointly and severally liable to the Carrier, and must be paid in full, without compensation, against claim or deduction in the currency mentioned in this Bill of Lading or, at the option of the Carrier, in another currency.

(4) Any person, firm or company engaged to perform dispatch services in relation to the Goods shall be deemed to be the sole agent of the Merchant for all purposes and any Freight payment to such person, firm or company shall not be considered as payment to the Carrier in any case. The failure of such person, firm or company to pay any part

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of the Freight to the Carrier shall be deemed to be the Merchant's failure to pay the Freight.

The freight will be paid, at the choice of the carriers, in the gross weight measurement ton, or the proper value as established in the Carrier's rate. The carrier has the right, but not the duty, to open packages or containers, and, if the sender's details are found to be wrong, the sender, the consignee, and the goods will be liable for current freight charges and expenses incurred. In the examination, weighting, measurement or valuation of the goods.

The full freight to the port of discharge, the issuance fee of this document, and all advance charges against the goods shall be deemed fully earned upon receipt of the goods by the Carrier, even though the vessel or goods are damaged or lost, or the trip is frustrated or abandoned. All sums payable to the carrier must be paid when incurred and will be paid in full, in United States currency, or, at the Carrier's choice, as an equivalent in the currency of the port of loading or port of discharge, or as per what is specified in the commercial invoices issued. The sender, the recipient of this document and the owner of the goods will be jointly and severally liable to the carrier for the payment of all freights, delays. Overall average, and other charges, including, but not limited to, court costs, expenses, and reasonable attorney's fees incurred in collecting sums owed to the carrier. Including payments and charges to the carrier, the broker, or anyone other than the carrier, or its authorized agent, the Carrier will have a lien on the goods, which will survive delivery, for all charges owed and may, without prior notice, enforce these, by public or private sale of the goods in custody and belonging to the sender or consignee.

5. **EXPENSES, FINES.** Sender and the Consignee will be responsible and will indemnify the carrier and the ship or any other vehicle used to carry out the journey, and will exempt them from liability, and the carrier will have the right to collect on the merchandise for all expenses generated, as well as for the cooperation of repair where appropriate, the cleaning, the storage and the reconditioning, and all the expenses incurred for the benefit or the protection of the goods, also any right of payment, fine, and all other expenses, including, among others, legal expenses and attorney's fees incurred or charged on the product or vessel or vehicle used, in relation to the goods due to the sender's breach of any law or regulation.
6. **INCORPORATION OF THE RATE.** The terms of the applicable rates of the Carrier are hereby incorporated. Attention is particularly drawn to the terms provided therein in relation to container and vehicle delay, upon request, copies may be obtained from the Carrier or its agents of the pertinent stipulations in relation to the applicable rate. This Bill of Lading will prevail in the event of a contradiction between it and the applicable rate.
7. **VALUATION.** In case of losses, damages or delays in connection with goods that exceed the real value of the equivalent of US\$500.00, legal money of the United States, per package, or in case of goods not sent in packages, per unit of shipment, the value of the goods will be considered according to the value reported at the time of delivery to the carrier, and in the event that no sum is delivered, it will be the value that applies in the market for the same or similar products, in the port of origin, value that it may be per package or unit, unless the nature and highest value of the goods have been declared by the sender in this document and the additional charges paid as provided in the



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Carrier's tariff. However, the responsibility of the carrier will not exceed the invoice value of the goods. The word "package" shall include any type of packaging that allows the product to be unitized, unit load, group or assembly. When the journey is to the US and maritime law does not apply by its own force, the limitation of US\$500.00 will apply to each shipment or usual unit of load or piece, provided that any applicable limitation is greater than the limitation of US\$500.00.

However, the foregoing, neither the Carrier nor the Ship, in any case, will be responsible for loss or damage related to the transport of Goods in the following amounts:

- (1) If this Bill of Lading is subject to COGSA, for an amount over US\$500 per package, or in the case of Goods not shipped in packages, per usual freight unit, or the equivalent of said sum in another currency;
- (2) If this Bill of Lading is subject to the Hague Rules by application of national law, in an amount over the limit allowed by applicable law. If the Hague Rules are applied for a reason other than applicable law, without prejudice to Article IV Rule 5 of the Hague Rules, in an amount over £ 100 per package or unit.
- (3) If this Bill of Lading is subject to the Hague Visby Rules, for an amount over the limit allowed by the Hague Visby Rules.
- (4) If this Bill of Lading is subject to the Hamburg Rules, for an amount over the limit allowed by Article 6 of said rules and will be limited to 835 SDR (Special Drawing Right) per package or other shipping units or 2.5 SDR (Special Drawing Right) per kilo of gross weight of the Goods lost or damaged, whichever is higher.
- (5) In the event that the value of the Goods has been declared by the Merchant in writing prior to shipment and inserted on the face of the Bill of Lading in the box **Cargo value as per shipper declaration** and to the extent that is immediately followed, the costs of Freight or additional charges have been paid, the responsibility of the Carrier, if any, for loss or damage to or in relation to the Goods, will be determined on the basis of said declared value or pro rata of said declared value in case of loss or partial damage, as long as said declared value does not exceed the current value of the Goods. Excess charges for a declaration of value will apply according to the Carrier's rate.
- (6) In no way will the Carrier be liable for anything other than the loss or damage that actually occurred. The Carrier does not assume responsibility that the Goods arrive at the Port of Discharge or the Place of Delivery at any particular time, or that it satisfies any market or use. The Carrier shall not be liable for delay or loss or damage thereby caused or for any direct, consequential or special damage of any nature and shall have the option to replace any lost Merchandise and/or replace or repair the damaged Merchandise.
- (7) For all other events, the limits established by the Colombian Commercial Code will be applied when applicable.

- 8. SCOPE OF THE VOYAGE, RISKS AND FREEDOMS.** In any situation that, in the opinion of the carrier or the captain, or driver of the means of transport used, may give rise to the risk of seizure, detention, damage, delay or loss of the merchandise or the vehicle in which it is transported, or that by any another reason may prevent receiving, keeping the merchandise, or continuing the trip, or unloading the merchandise, the carrier or the captain or driver, will have the right to refuse to receive the load of the merchandise or to unload it, or divert them at any port or place convenient and to require the sender or person with the right to take delivery and arrange to store them at risk and at the expense of the goods; or unload or divert the merchandise in another vessel or vehicle, warehouse or other place; or retain the goods on board until the return trip or until such

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time as the carrier or the captain or driver deems appropriate; or in substitution of another vessel or vehicle, or to transshipment or [hereinafter the goods, or any part thereof, by any means, but always at this risk and at the expense of the goods. Any disposition of the goods in accordance with this clause will constitute the complete performance of this contract by the carrier.

To each and every one of the services provided in this document, the Carrier will be entitled to reasonable additional compensation and will have a lien on the goods. Closed or unloaded goods on a vessel may be shipped on a subsequent vessel or by feeder vessels, trucks, planes, trains, or other means in addition to the ocean vessel, or a substitute, to carry out the transportation agreed upon herein.

(1) The Carrier may, at any time and without giving notice to the Merchant:

- (a) use any means of transport or substitute it;
- (b) transfer and/or dispatch the Goods by any means and from one means of transport to another, including, but not limited to, the transshipment or transport of the Goods in whole or in part to a different ship (or ships) to the Ship (s) mentioned on the reverse, whether they are operated by the Carrier or others, and even if the transshipment or dispatch of the Goods has not been contemplated or stipulated in this document. Any rights and exceptions agreed for the Ship (or Vessels) mentioned in this Bill of Lading will also apply to any of the means of transport mentioned in this clause;
- (c) ship, discharge, unpack or transfer the Goods and store them at any port (s) or place (s);
- (d) go at any speed towards the usual, usual or indicated ports of call (whether or not they are indicated in this contract), ports on or outside the indicated, geographical, usual or ordinary route, even in the event that when addressing these, the Ship must navigate beyond the Port of Discharge on one or more occasions or in the opposite direction, or depart from the direct or usual route;
- (e) Call at any port (s) or place (s) (whether or not they are indicated in this contract) in any order, on one or more occasions;
- (f) Navigate with or without pilots, tow and be towed, save or attempt to save lives or property;
- (g) Comply with any order or orders, recommendations or instructions of any government(s) or international organization(s) or authority/authorities or persons or whom acting or allegedly acting with the authority of said government(s) or international organization(s) or authority/authorities.
- (h) Do not call at any port(s) or place(s) on one or more occasions.

(2) The Carrier may invoke the freedoms established for purposes of any nature, whether or not they are related to the Transport of Goods, including, without limitation, the loading and unloading of other goods and / or for the purpose of the current trip or a previous or subsequent trip, adjust equipment or instruments, take or leave people, enter dry dock, enter repair routes or shipyards, change berths, load fuel or supplies or stay in ports and must be included in the contracted trip. Any situation carried out in accordance with Clauses (1) and (3) or any delay arising therefrom will be deemed to be within the scope of the trip and will not constitute a deviation.

(3) In any situation of any nature, including but not limited to political disturbances, strikes or work stoppages or closures or blockades of waterways that, in the opinion of the Carrier or Captain, could carry the risk of capture, seizure, detention, damage, delay or inconveniences for the Ship, the Goods and/or those on board, the Carrier or Captain,



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will have, in addition to the other rights stipulated in this Bill of Lading, the right to stop or delay the Ship, pending the withdrawal of such impediment or obstruction, or to return the Goods to the Port of Shipment or to store them on land or on board according to the terms of this Bill of Lading and will endeavor to dispatch them as soon as possible proceeding by any other route, or to transfer the Goods to a ship in high seas and / or dispatch them by any other means of transport to the point of destination or abandon the Transport of the Goods and make them available to the Merchant in any place or port, with which the responsibility of the Carrier regarding the Goods will cease.

(4) If the Carrier invokes any of the terms of Clause (3), without prejudice to the terms of Clause (2), it does so at the risk and cost of the Merchant and will be entitled to said freight and additional shipping costs and/or transfer the merchandise to another as determined by the Carrier and for all or any storage expenses related to the foregoing, with respect to which the Carrier will have the right of retention on the Merchandise. Furthermore, when the Carrier abandons the Goods in accordance with item (3) of this clause, the Carrier will nevertheless be entitled to the full freight of the Goods received for Transportation. If the Carrier chooses to stop or delay the Ship or use an alternative route or transportation, this will not subsequently detract from its right to abandon the Transportation.

**9. SUB-CONTRACTING AND CONTRACT BENEFICIARIES.** (1) The Carrier shall be authorized to subcontract under any terms all or any part of the handling and Transportation of Goods and any and all duties of any nature assumed by the Carrier in relation to the Goods.

(2) All employees, agents, sub-contractors and independent contractors of the Transporter, including the Captain, the officers and crew of the Ship, the stevedores, the mariners, the terminal operators and others used and employed by the Transporter, in the execution of their work and services in relation to the Goods referred to herein and the goods of others, including but not limited to other shipowners or charterers whose services are contracted by the Carrier, will be beneficiaries of this Bill of Lading and will be holders of all the defenses, freedoms, exceptions and immunities and limitations of liability possessed by the Carrier in accordance with the provisions of this Bill of Lading and in accordance with any other applicable national law, and as such may be protected against any liability whether emanating or not from the negligence of such persons, companies or other entities, and by entering into this contract, The Carrier, to the extent of said provisions, does so not only in its own name but also as agent and trustee for each of the above individuals, companies or other entities, who will be considered as parties to the contract evidenced by this Bill of lading.

(3) The provisions of item (2) will extend to any claims of any nature against other persons, companies or other entities, including, but not limited to, other persons, companies or other entities that charter or use space in the Ship(s) carrier, whether or not such responsibilities arise from negligence on the part of said persons, companies or entities.

(4) The expression "sub-contractor" and "independent contractor" shall include direct and indirect sub-contractors and/or indirect contractors and their respective dependents and agents.

**10. COVERAGE PARTS,** if the ship or other vessel in use is not owned by the carrier or charterer, this bill of lading will take effect to limit liability only, as a contract with the owner or charterer of the missing part, as the case may be. If any person other than the owner or charterer including the agent, stevedores, watchmen and other independent contractors, is deemed to be the carrier or salvage of the goods or is liable in contract

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or tort, all exemptions of rights, and limitations liability provided by law and by the terms of this bill of lading will be available to those other persons. By contracting the above rights, exemptions and limitations of liability, the Carrier acts as agent and trustee of the persons mentioned above. Details of ownership of the vessel or other vessel used may be obtained from the Carrier or its agents.

**11. LIABILITY OF THE CARRIER - SHIPMENTS PORT TO PORT.** Unless the VALIDITY Clause applies, if the Transportation is carried out Port to Port, any responsibility of the Carrier for loss or damage to the Goods that occurs by and during shipment to a Ship and during the unloading of said ship or of another ship to which the Goods have been transferred will be determined in accordance with Clause 2 of this document. The Carrier will not be liable under any circumstances for any loss or damage to the Goods, however it occurs, if such loss or damage occurs before shipment or after unloading from the Ship. Notwithstanding the foregoing, if and to the extent that any applicable law allows an additional period of liability, the Carrier will have the benefit of all the rights, defenses, limitation and freedom stipulated by such national law, or, if none apply, by the Hague Rules during that period, notwithstanding that the loss or damage did not occur at sea.

**12. LIABILITY OF THE CARRIER - COMBINED TRANSPORTATION.** (1) If the Transportation is a Combined/Intermodal Transportation, the Carrier assumes responsibility for the entire transportation (Combined/Intermodal) of the Goods from the Place of Reception or the Port of Shipment (whichever corresponds) to the Port of Discharge or the Place of Delivery (whichever corresponds) except to the extent and as established in this Bill of Lading and this Clause. The Carrier will have the right to use the services of the Upstream and/or Later Carriers and any means of transportation to achieve the same.

(2) If the damage occurs in what applies to this clause, but the Merchant cannot establish the stage in which the loss or damage occurs, it is hereby agreed that it will be considered to have occurred during maritime transport, from the Port of Shipment to Port of Discharge, and any responsibility of the Carrier with respect to said loss or damage will be determined according to Clause 3 of this document.

(3) If the damage occurs in what applies to this Clause, during a known stage, subject to the Clause relating to UNDER AND OVER DECK. LIVE ANIMALS stipulated below, the responsibility of the Carrier with respect to such loss or damage will be determined:

(a) by virtue of the provisions stipulated in any international agreement or national law that corresponds to said stage, that:

(i) cannot be modified to the detriment of the Merchant by means of a private contract, and

(ii) would have corresponded if the Merchant had signed a separate and direct contract with the Carrier in relation to the particular stage of transportation where the loss or damage occurred and had received as evidence of this any document issued to achieve that said international convention or national law applies; or

(b) if no international agreement or national law applies by virtue of Clause 12

(3) (a), by the provisions of Articles I to VIII, which includes the Hague Rules in the event of known loss or damage. occurred during transportation by water; or

(c) in cases where the provisions of Clauses 12 (3) (a) and (b) mentioned above do not apply, the Carrier will be released from any responsibility for all loss or damage, if said loss or damage was caused by:

(i) Any act or omission of the Merchant, its agent or representative;

(ii) Strikes or work stoppages or work restrictions for any reason, partial or general;

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- (iii) Civil unrest or disorder;
- (iv) Inherent vice of the Goods;
- (v) Poor, inadequate or defective packaging or markings;
- (vi) Latent defects that were not discovered with due diligence;
- (vii) nuclear accident;
- (viii) Handling, loading, stowage and unloading of the Goods by or on behalf of the Merchant or any person acting on behalf of the Merchant;
- (ix) Any cause or event that the Carrier has not been able to avoid and whose consequences it could not avoid through the exercise of reasonable diligence;
- (x) Force majeure reasons;
- (xi) Act of war;
- (xii) Acts of public enemies or pirates;
- (xiii) Arrest or arrest of princes, rulers or persons or confiscation under a legal process;
- (xiv) Quarantine restrictions;
- (xv) Compliance with the instructions of any person authorized to do so.

(4) The Carrier shall have the responsibility to prove that the loss or damage occurred due to one or more of the causes or events mentioned above. Under no circumstances and in any way that occurs, the responsibility of the Carrier for the loss or damage in this Clause 11 (3) (c), will exceed the limits provided by the Hague Rules, when they apply for reasons other than applicable law, as set forth below.

(5) The Custody and Transportation of Goods during Combined/Intermodal transportation are subject to the rates and terms of the relevant Bills of Lading and/or transportation contracts and/or transportation documents adopted by the Previous Carrier and/or Subsequent and/or established or consigned as mandatory applicability by the country where Combined/Intermodal transport is carried out, copies of which are available to the Carrier upon request. When the loss or damage occurs while the goods are in the custody of the Previous and/or Subsequent Carrier, the Carrier's liability will not be greater than that of the Previous and/or Subsequent Carrier, including all benefits, exceptions, defenses and limits of the Previous Carrier. and/or Subsequent, stipulated by applicable law by the Prior and/or Subsequent Carrier's Bills of Lading and/or transport contract and/or transport documents that the Carrier is entitled to invoke. The Merchant must pay special attention to the terms, conditions or stipulations of said documents and laws of the country of transport, since the responsibility of the Previous and/or Subsequent Carrier under said terms, conditions or stipulations could be less than the responsibility of the Carrier regarding of maritime transport.

(6) For the purpose of this Clause, references in the Hague Rules regarding maritime transport are deemed to include a reference to all inland waterway transport and the Hague Rules must be interpreted accordingly.

(7) Subject to Clauses 7 and 23:

- (a) if the Place of Reception is not mentioned on the back of the Bill of Lading, the Carrier will not be responsible for any loss or damage to the Goods, however it occurs, if such loss or damage occurs before loading them into the Ship.
- (b) if the Place of Delivery is not mentioned on the back of the Bill of Lading, the Carrier shall not be responsible for any loss or damage to the Goods, however it occurs, if such loss or damage occurs before unloading them from the Ship.

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(8) Nothing stipulated in this Clause shall deprive the Carrier of any of its rights or immunities stipulated elsewhere. Notwithstanding the foregoing, the responsibility of the Carrier under no circumstances will exceed the limit of liability established below.

**13. DESCRIPTION OF THE GOODS AND LIABILITY OF THE MERCHANT.**

(1) This Bill of Lading will be prima facie evidence that the Carrier received from the Merchant the total number of containers or packages, indicated on the back, in apparent good order and condition, unless otherwise stated.

(2) The Carrier does not give any details regarding the weight, dimension, brands, numbers, quality, quantity, description, caliber, contents, nature or value and the Carrier will not have any kind of responsibility regarding said antecedents or description.

(3) The Merchant guarantees that:

(a) all the antecedents and marks on the Goods, Containers or Packages are correct and adequate (including, but not limited to, numbering, labeling of all Goods and description of the contents);

(b) all the Certificates that must accompany the Goods have been obtained;

(c) compliance with all regulations or any time requirements imposed by customs, port authorities or others at any port (s) or place (s), including (but not limited to) transshipments; and

(d) no illegal, undisclosed or improperly described Merchandise will be shipped (including, but not limited to, drugs, and any obligation under the United States Carrier Initiative Agreement will be met.

(4) The Merchant will be responsible for all costs and payments of any nature (including, but not limited to, fines, storage charges and taxes) imposed on the Carrier or for transshipment expenses for or related to the Goods or charges against the Goods and regarding the dispatch of Goods and Containers to or from any port or country.

(5) The Merchant and its agents will be responsible and will hold the Carrier harmless for all claims, losses, damages, fines, penalties, payments, embargoes, liens, detentions, delay or expenses of any nature and any other consequence resulting from the violation to this clause and / or due to, or as a consequence of, any lack, defect or inherent vice of the Goods for which the Carrier is not responsible.

(6) All persons who meet the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfillment of all the Merchant's obligations in this Bill of Lading.

(7) (a) The Carrier shall be authorized, but without any obligation, to open any Container or package at any time and to inspect, re-weigh, measure, evaluate or package the Goods without notice to the Merchant.

(b) If the application of clause (a) applies or if by order of the authorities, in any place, a Container or package must be opened, the Carrier will not be responsible for any loss or damage incurred as a result of opening, unpacking, inspect, re-weigh, measure, evaluate or pack, the Merchant shall compensate the Carrier for all costs and measures adopted according to the previous point.

(8) If any antecedent of any Letter of Credit and/or Import License and/or Sales Contract and/or Invoice or Order Number and/or details of any contract to which the Carrier is not a party appears on the back of the Bill of Lading, such information will only be included at the Merchant's request for your convenience. The Merchant acknowledges

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that, except when the corresponding provisions apply, the value of the Goods is unknown to the Carrier, and that the introduction of this information will not be considered as a declaration of value and, in no way, will increase the liability of the Carrier as provided in this Bill of Lading. The Merchant also agrees to compensate the Carrier for all the consequences of including such information in this Bill of Lading.

**14. MERCHANDISE PACKAGED IN CONTAINERS BY THE MERCHANT** (1) Regarding the Goods shipped in Containers, whether or not they have been provided by the Carrier, if the Container has not been consolidated by or on behalf of the Carrier, the latter will not have any responsibility for any loss or damage to content due to:

(1) (a) the manner in which the merchandise has been packed, packed, consolidated, stowed(s) or shipped in the Container(s);

(b) that the contents are not suitable for transport in Containers; or

(c) that the Container(s) are not suitable or found to be defective.

(2) The loading of said Container(s) by the Merchant will be prima facie evidence that the Container(s) were in good condition and in condition to be used.

(3) The Merchant will return the Containers in the same condition in which he received them and will be responsible for any loss or damage to the Containers and equipment while they are in the custody of the Merchant. The costs for the Carrier for cleaning or washing Containers returned dirty will be paid by the Merchant.

(4) The Merchant will be responsible for the consolidation and sealing of the Containers before shipment and the seal reference and the container identification references will be noted on the back.

(5) If the Container is delivered with its seals intact, this delivery will be considered that the Carrier has fully complied with the obligations herein described and the Carrier will not be responsible for any loss or damage to the Goods.

(6) The Merchant will be responsible for any damage, loss, liability, delay or expense for the Ship, Container(s), other property or for persons, resulting from any defect in the Merchandise, Shipper's packaging, closure and preparation for the containerized transport.

(7) The Carrier shall take care of, handle and stow the Goods appropriately, like any goods, unless it is notified on the back and on its cover or in the Containers that they are fragile or of a brittle nature or that need handling or stowage special. Whether said notification or the characteristics of the Goods are delivered to the Carrier or not, the Merchant warrants and agrees that the Carrier may assume that the Goods are packaged using the best approved methods for Goods of that type and that the Carrier shall not be bound to provide them with care, handling or stowage other than that which is adequate for the Goods packed in that way.

**15. SPECIAL GOODS, IN CONTAINERS AND PERISHABLE: REFRIGERATION.** (1) The Carrier shall be authorized to transport any Goods of a perishable or special nature (including, without limitation, fruits, vegetables, fish and meat) in usual compartments, usual dry cargo containers or on deck and without special facilities or attention from cooling, heating or ventilation, unless it is indicated on the obverse in a typewritten stipulation that the Goods will be transported in refrigerated, heated or ventilated spaces or containers. The Merchant undertakes not to present for transport Goods that require refrigeration, ventilation, heating and similar systems without having given prior written notification of their nature prior to their receipt by the Carrier together with specific instructions on temperature, ventilation, heating and similar information.

(2) Unless a special agreement is made and included in this Bill of Lading, the Carrier does not undertake and will not be responsible for the failure to give the Goods, whether

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or not they have a perishable or special nature, any care, handling, unusual or special storage or facilities that are not given to non-perishable ordinary general Goods, nor will unload or deliver the Goods within or in any space, compartment, container or other refrigerated, frozen, cooled, ventilated, insulated, heated, emptied, dry, wet or equipped and the Merchant declares and guarantees that the Goods do not require any such care or special facilities.

(3) In the event that perishable Goods that require a special temperature are delivered to the Carrier in a refrigerated container, the Merchant assumes that the Goods have the temperature stipulated on the front of this document and that they have been adequately stowed and that the thermostatic controls have been properly configured by him before delivering the Goods to the Carrier.

(4) The Merchant agrees that when a temperature is noted on the face of this document or if it is not noted, but the ambient temperature for maritime transport of said perishable good is known or recognized, the Carrier shall exercise reasonable care to maintain the temperature, ambient in the refrigerated chamber or container at about 2°C.

(5) In no case shall the Carrier be liable in any respect for the heating, cooling or special cooling facilities that have not been provided during the loading, unloading or any part of the time that the Goods are at the dock, landing, ship or other place of loading or unloading, and the Carrier does not undertake to provide such means.

(6) The Carrier will not be liable of any nature for the loss and/or damage to the Goods caused by defects, breakdown or irregularity of a container (whether or not the Merchant has provided the container) unless such loss and / or damage is the result of causes for which the Carrier is in any case responsible according to this Bill of Lading.

**16. RIGHT OF RETENTION/LIEN.** The Carrier shall have a lien on the Goods and any other documents for all amounts payable to the Carrier by the Merchant according to this Bill of Lading, including but not limited to all freight, ground freight, additional freight, dead freight, advances, General average or contributions, delay, fines, taxes, damages, expenses and charges that are due under this Bill of Lading or that may be borne or incurred by the Carrier, whether or not they are payable in advance. Any right of retention will extend to the cost of recovering the amounts owed including costs, expenses, and legal fees for exercising such right of retention. Such retention will not be lost by the delivery of the Goods and may be enforced by public or private sale in the manner decided by the Carrier, without notifying the Merchant.

**17. NUCLEAR ACCIDENT.** The Carrier shall not be liable for any loss or damage caused to the Goods, which has been generated or is the result of a nuclear accident that takes place at any time, unless it has been caused by Carrier's personal fraud.

**18. NOTICE OF LOSS OR DAMAGE.** (1) Unless the application of the VALIDITY Clause corresponds, a written notice of loss or damage to the Goods must be delivered to the Carrier or its agent at the Port of Discharge or Place of Delivery (depending on the case), stating the general nature of said loss or damage, before or at the same time as the removal of the Goods in custody of the Merchant or if the loss or damage is not evident, up to three days after delivery or, in the case of the perishable products, 24 hours after delivery. Failure to notify will be prima facie evidence of delivery by the Carrier of the Goods, as described in this Bill of Lading.

(2) Any claim against the Carrier for any type of adjustment, refund related to the Freight, charges or expenses or any claim other than for loss or damage to the Goods,



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must be presented to the Carrier or its agent, in writing, up to 20 days after the Goods have or should have been delivered.

(3) Notification of the claim must be sent to the Carrier at the address indicated at the beginning.

**19. PRESCRIPTION PERIOD.** (1) Unless applicable to the application of the VALIDITY Clause, the Carrier shall be exempted from all liability with respect to the Goods, unless a claim is filed and a subsequent notice is delivered to the Carrier within nine months after delivery of the Goods or, in the event of not being able to deliver the Goods, within nine months after the date on which the Goods should have been delivered.

(2) If this Bill of Lading is compulsorily subject to the Hamburg Rules, any claim relating to the Carriage of Goods is untimely if no legal proceedings have been instituted within two (2) years from the day of delivery of the goods. Goods or from the last day on which the Goods should have been delivered. A lawsuit will not be considered filed within the specified time, unless a process has actually been notified and the relevant court or tribunal has taken jurisdiction in said period over the Ship or Carrier.

**20. DISCHARGE, COLLECTION AND DELIVERY. DELIVERY BY MARKS, SEALS OR NUMBERS.**

(1) The Port authorities are hereby authorized to grant a general order to unload immediately after the arrival of the Ship. The Ship will be able to begin unloading operations immediately upon arrival and to unload continuously day and night, Sundays and holidays, including without prejudice any customs other than the port.

The shipment of the Goods, or the transport or Packages in which the Goods have been packed, to any concessionaire, delegate or authority that are public, semi-public or designated that have been required or authorized to receive them, must constitute a legal delivery and the responsibility of the Carrier shall end at the time of said delivery.

(2) In ports or places of discharge where the Carrier is required to unload Goods in barges or other vessels by local law, local authorities or local customs, or where it has been agreed or where docks or jetties are not available to those that the Ship can arrive, stay or sail always afloat or where the prevailing conditions at the time of unloading at a dock or jetty are dangerous or reckless or that make the Ship, the Goods and others' cargo have greater delays, will require the Merchant to provide barges or other vessels and deliver to the side of the Ship in such barges or vessels from the hook of the Ship will be low risk and cost of the Goods. In such cases, if the Merchant is at fault or refuses to provide barges or other vessels, the Carrier, acting as agent of the Merchant, may contract barges or other vessels at the risk and on behalf of the Goods and when unloading the Goods in such barges or vessels, , compliance herewith and delivery of the Goods will be completed and the Carrier will no longer have any further responsibility in relation to the Goods.

(3) The Carrier will not be responsible for failure to deliver in accordance with main brands, unless the Merchant has clearly and durably stamped said brands before shipment of the Goods in such a way that such Goods and their port of discharge could be clearly identified. Goods that cannot be identified due to their trademarks and any Goods not claimed or that can be awarded in any other way may, at the option of the Carrier, be placed to complete the delivery to the various consignees of Goods of a similar nature in proportion to any apparent decline.

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- (4) Any mention in this Bill of Lading with respect to the parties that must be notified of the arrival of the Goods, is purely informative for the Carrier and, in the event that said notice is not delivered, there will be no liability for part of the Carrier nor will the Merchant be exempted from any obligation hereof.
- (5) The Merchant shall collect the Goods within the free storage period allowed in the applicable Carrier Tariffs or otherwise. If the Merchant fails to do this, without prejudice to the other rights of the Carrier described here, the Carrier may, without prior notice, unload the Goods or a certain part of them from the ship or the Container and / or store the Goods or a certain part of them afloat in the open or covered, at the Merchant's own risk. Henceforth, such storage constitutes due delivery and, consequently, all liability of the Carrier with respect to the Goods or certain parts thereof shall be terminated, and the costs and expenses of such unloading or storage (if paid or must be paid for the Carrier or any other agent or subcontractor of the Carrier) shall be, upon request, paid by the Merchant to the Carrier.
- (6) If the Merchant fails to collect the Goods or part of them within thirty days after they have been informed of their arrival and / or free time has been agreed, or if, as deemed by the Carrier, the Goods could deteriorate, decompose, become unusable or incur charges either for storage or for an increase in their value, the Carrier may, without prejudice to any other right that it may have against the Merchant, without notice and without any responsibility of the Carrier, sell, destroy or dispose of the Goods and apply any process to reduce the sums owed to the Carrier by the Merchant with respect to this Bill of Lading. Alternatively, and at its own discretion, the Carrier may (without being obliged) return the Goods, either to its Place of reception or to the port of loading, at the Merchant's own risk and expense.
- (7) Attention is drawn to the stipulations regarding free storage time and delay contained in the applicable Carrier Rate, which have been incorporated in this Bill of Lading and which are available, at all times, upon request to the Carrier. at the address mentioned above.

**21. STOWED UNDER AND ON DECK.**

- (1) The Carrier shall have the right to load Goods in containers and to consolidate them with other Goods and containers.
- (2) The Goods, whether or not they are transported in Containers, may be transported on deck or under deck without notification to the Merchant or any annotation on the face of this document. All such Goods (including goods stowed in the transom, in the deckhouse, passenger spaces, rooms or any other covered space) that are transported on or under deck will participate in General Average and will be considered to be within the definition of Goods for purposes of the Hague Rules, the Visby Hague Rules and COGSA and will be transported in accordance with the provisions of Clause 2 of this Bill of Lading.
- (3) Live animals will not be accepted for transportation under this bill of lading..

**22. DANGEROUS GOODS.**

- (1) Goods that are or could become dangerous, flammable or harmful (including radioactive materials) or that are responsible or could become responsible for damaging any property of any nature, without their permission, shall not be delivered to the Carrier for Transportation. express written consent, and without the container (if any) nor Goods that are not clearly marked on the outside in order to indicate the nature and character of such Goods and to comply with any laws, regulations, international

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conventions or applicable requirements. If any of said Goods are delivered to the Carrier, without written consent and / or without markings, or if in the opinion of the Carrier the Goods are or are likely to adopt a dangerous, flammable or harmful nature, they may at any time be destroyed, dumped, abandoned, or rendered harmless without compensation for the Merchant and without prejudice to the freight right of the Carrier. Furthermore, the Carrier shall have no responsibility to comply with any general average contribution in respect of that Goods.

(2) The Merchant assumes that such Goods are packed in an adequate manner to withstand the risks of Transportation in relation to their nature and in compliance with all laws, regulations, international conventions or requirements that may be applicable during Transportation.

(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 or expenses arising as a consequence of the Transport of such Goods, whether or not they emanate from the negligence of the same.

(4) Nothing contained in this Clause shall deprive the Carrier of any of its rights or immunities elsewhere stipulated.

**23. TRANSSHIPMENT.** If the goods are destined for a port or destination not served by the carrier, or another carrier that serves through routes with the carrier of this agreement, then at the request and risk of the sender, the goods will be delivered for transshipment or shipment to the Port of Unloading or place of delivery by another vehicle served by the carrier or the ship or another mode of transport. In such event, the participating carrier will no longer be liable as a Carrier.

**24. DELIVERY AND STORAGE,** except at times when the Carrier delivers the goods directly to the Consignee, delivery will take place and the Carrier will have no additional liability when the goods land on a safe, lighter dock or other vessel or vehicle, and custody is taken by the port or government authorities, the terminal operator or the lightened. In ports where the Carrier delivers goods to the consignee, if the consignee does not accept delivery as soon as the goods are ready, the goods shall be at his own risk and at his own cost. The carrier shall have the right, but not the duty, to store the cargo in the open air.

**25. APPLICATION ACCORDING TO THE NVOCC.** If this Bill of Lading is issued to a common carrier that does not operate ships (known as, Non Vessel Operating Common Carrier) (NVOCC), who in turn made other transportation contracts with third parties, said NVOCC; a) undertakes that no claim or allegation regarding the Goods will be brought against the Carrier, by any person who is not part of the terms set forth herein or who imposes or attempts to impose on the Carrier or any ship that is owned or operated by the Carrier, all liability related to the Goods, whether or not they have occurred due to any act, negligence or non-compliance on the part of the Carrier, and if such claim or allegation is likewise made to hold the Carrier responsible for the consequences of the acts mentioned here, to indemnify the Carrier with respect to all the consequences of this may become and b) guarantee that all the Bill of Lading or other documents that record the transport contracts issued by him with respect to the Goods incorporate the terms of this Bill of Lading, including the clause of law and jurisdiction, and you agree to indemnify the Carrier, its dependents, agents and subcontractors against any consequence that may arise from failing to incorporate said terms.

**26. WAIVER.** The failure or delay of the Carrier for any period of time, in the exercise of its rights under this Bill of Lading, will not be a waiver of any of the Carrier's rights.

**27. CONDENSATION AND CORROSION.** Both the sender and the recipient of the merchandise accept that the presence of corrosion, oxidation or surface condensation as a result of changes in temperature inside the container is not the responsibility of the Carrier, unless it has failed to deliver a watertight container prior to loading the merchandise.

**APPLICABLE LAWS AND CLAIMS HANDLING. JURISDICTION.**

In accordance with the rules of the Colombian Commercial Code, as a general rule, the situations that must be addressed due to the effects of the execution, stipulations and fulfillment of the transport contract in Colombian territory, either by dispatch or receipt of the goods subject to transport in this agreement, as long as the CHARGER or the CONSIGNEE, depending on who should exercise the right, have permanent residence in the Colombian territory, they will be regulated by the regulations corresponding to the Colombian territory, and, therefore, will be the courts of this country those competent to resolve the conflicts generated by the execution, development or not of this contract.

However, the foregoing, in the following events the jurisdiction applicable to conflicts or differences caused by the development or not of this, as well as compliance with the stipulations indicated here in this transport contract will have the exclusive and excluding jurisdiction of the courts of Panama, and the claimant declares his resignation to the jurisdiction in Colombia, when the bill of lading is issued by the Carrier in Colombia, as a consequence of direct instructions from the shipper or dispatcher, agent or sender in a country other than this one, by what in those events the applicable laws will be handled as follows:

(1) Except when the English Law on the Maritime Transport of Goods (1971) is mandatory, the Hague Visby Rules will be applicable to this Bill of Lading, in which case this Bill of Lading will be subject to said Rules, and the Carrier may benefit of all the privileges, rights and immunities contained in Articles I to VIII of the Hague Rules, except that without prejudice to the stipulation of Article III Rule 8 of the Hague Rules, the sum limit for the purposes of Article IV Rule 5 of the Hague Rules will be £ 100.

(2) Without prejudice to the preceding Clause, for shipments to and from the United States of America, this Bill of Lading shall be deemed to incorporate and to have effect, subject to the provisions of the Maritime Transportation of Goods Act of USA ("COGSA"), approved on April 16, 1936, and nothing in the provisions herein or in said Act shall be considered as a waiver by the Carrier of any of its rights or immunities or an increase in any of its responsibilities or obligations under the same, nor will the Carrier be deemed to have guaranteed the navigability of the Ship.

(3) The provisions issued by COGSA will govern the Goods before they are shipped and after they are unloaded from the Ship and during the entire time they are in the custody of the Carrier. The Shipper will also enjoy the benefit of Sections 181 through 189, including title 46 of the U.S. Code and the benefits of Sections 4281 through 4286 inclusive and Section 4289 of the U.S. Revised Statutes, as amended, as well as if he were the owner of the Ship or of another marine ship used to transport the Goods.

(4) Without prejudice to the aforementioned Clauses 2 (1) and 2 (2), in the event that this Bill of Lading is subject to legislation that makes the Hamburg Rules mandatory applicable to it, then this Bill of Lading Shipping will take effect subject to the Hamburg Rules, which will annul any

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derogatory provision of the same to the detriment of the Merchant or the consignee. If, due to the aforementioned, the Hamburg Rules are obligatorily applied to this Bill of Lading, it is hereby agreed that the delivery date of the Goods will be six (6) months from the date of shipment.

**GENERAL AVERAGE.** (1) General Average will be regulated, established and adjusted according to the York/Antwerp Rules of 1994 or any subsequent modification thereto, at any port or place at the option of the Carrier and in relation to matters not stipulated in these Rules of according to the laws and customs of the port of New York. Notwithstanding what this Bill of Lading may indicate to the contrary, the cost of handling on board, re-stowage, reloading, unloading of Goods or containers, fuel or supplies, whether in a port or place of shipment, landfall or refuge, will be admitted as Breakdown Coarse when handling or unloading is necessary for common safety or to allow the Ship to be repaired and / or its problems solved, if the repairs or re-stowage is necessary so that the trip can continue safely.

(2) In the event of an accident, danger, damage or disaster, before or after the start of the trip that is the result of causes of any nature, whether or not due to an act, negligence or non-compliance of the Carrier, the Goods and the Merchant shall Contribute jointly and severally to the General Average with the Carrier in the payment of any sacrifices, losses, or expenses of a General Average nature that may be made or that may be incurred and must pay the salvage and special charges incurred in relation to the Goods. If a salvage vessel is owned or operated by the Carrier, the salvage shall be paid in full and in the same manner as if such salvage vessel or vessels belonged to strangers. Before delivery of the Goods, if required, a surety must be delivered that includes a cash deposit to the Carrier and that he deems sufficient to cover the estimated contribution of the Goods and any salvage or special costs. The Carrier will not have any obligation to exercise the right of retention for the General Average contribution owed to the Merchant.

**BOTH TO BLAME COLISSION CLAUSE.** (1) If the Ship collides with another ship as a result of the negligence of the other ship and / or any act, negligence or fault of the Captain, sailor, pilot or dependents of the Carrier in navigation or in the handling of the Ship, the Merchant will indemnify the Carrier against any loss or liability to the other ship, or non-carrier ship or its owners to the extent that such loss or liability represents loss of, or damage to, or any claim, of the Merchant, paid or payable by the other ship or non-carrier vessel or by its owners to the Merchant and compensate, recover or recover by the other non-carrier vessel or its owners as part of their claim against the Vessel or the carrier.

(2) The foregoing stipulations will also apply when the shipowners, operators or those in charge of any ship or ships or different objects, or in addition to, the boarded ships or objects are at fault in relation to boarding or contact.

**FIRE.** The Carrier shall not be liable for any loss or damage to merchandise seen at any time, even before driving on or after unloading from the ship, for reasons or by any means, unless such fire is caused by the fault or negligence of the Carrier.

**FINAL AGREEMENT.** Without prejudice, to the previous agreements related to the contract entered into with a main carrier, which has given instructions for the issuance of bills of lading in Colombia, dock receipts or freight commitments for the shipment of merchandise and all the others agreements are superseded by this bill of lading and rules and freight rate regulations, which are incorporated herein by reference, form part of this bill of lading as if established from the beginning.

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All freight agreements or commitments for the shipment of the Goods are replaced by this Bill of Lading and all its terms, whether written, typed, stamped or printed, are accepted and agreed by the Merchant as completely binding as if they were signed by the Merchant. Without prejudice to any other local privileges. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exception to or limitation of liability. This Bill of Lading is in no sense a personal contract of the Carrier. If the Carrier so requires, an original Bill of Lading, duly signed, endorsed at the Port of Discharge or Place of Delivery, as the case may be, must be delivered to him or his agent in exchange for a delivery order.

**SENDER /SHIPPER/MERCHANT GUARANTEES.** All of them guarantee that are the owner and have the right to possess the goods or that they have the authorization of the owner and all persons entitled to possess the goods to accept the terms of this document.

**GOODS ON BOARD.** When used or approved in this bill of lading, "ON BOARD" shall be understood to be on board the carrier ship or on another means of transportation operated by, or on behalf of the carrier of origin and en route to the port of loading at aboard the participating carrier's vessel. The participating land carrier's bill of lading, which is legally in effect on the date of issuance of this bill of lading, along with the rules, rates, and classification of said participating carrier and the applicable rules and regulations of government agencies with Jurisdiction over said land transportation will govern and control the possession and transportation of the goods by said participating carrier. Copies of said bill of lading from said participating center or agents will grant rights to the holder of this document.

**CLAIMS.** Claims for loss or damage to goods agreed to be carried under the terms of this bill of lading may be filed against the carrier, who agrees to be solely responsible for processing such claims to completion. It is agreed that, in the event of payment of such claims by the carrier, all rights of the sender or recipient will be automatically subrogated against all others. Including participating carriers, due to such damages. Claims must be filed, or the claim commenced, within the timeframes provided by law and the terms of the bill of lading.

When loss or damage occurs at any time from the moment the cargo has been delivered to the Carrier at the Port of loading or, if applicable, Place of initial receipt until it has been delivered to the consignee or their agent at the port of discharge or, where appropriate, the place of delivery by the carrier, it will be considered, between the issuer or holder of this document and the carrier, that the launch or damage occurred on board the ship, under the custody or control of the carrier.

If the line recovers an amount greater than the adjustment of the real person who was responsible for the loss or damage, the amounts corresponding to the amounts that the Claimant has claimed will be sent to the Claimant once received, or said amounts will be remitted to the claimant.

**VALIDITY.** If anything contained herein is not valid according to any mandatory international agreement or national law, to the extent of such ineffectiveness, it will not apply but only to the extent of that restriction and no further, the provisions will be null and void and have no value. provisions that establish otherwise.

This document is issued in Spanish and English language, however in case of lack of clarity in the translation from Spanish to English, the meaning of the words expressed in Spanish will prevail.



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