1. Definitions

“Carriage” means the part owned on page 2 of this Bill of Lading.

“Crew” means the master or any of the operations and services undertaken by the Carrier.

“Freight” means the carriage of goods, cargo or passengers, the subject matter of this Bill of Lading.


“Merchant” means the person or corporation to whom this Bill of Lading is made payable.

“US COSUFA” means the US Code of Shipping Under Free and Accepted Bills of Lading.

“US Customs” means customs regulatory provisions.

“US CBLA” means the US Customs Bond Regulations.

“US Customs Bond” means a short-term custom bond given in accordance with the US customs regulations.

“Port of Discharge” means the port or place to which the Carrier shall deliver the Goods.

2. Time for Sale

In any event, the Carrier shall be discharged from the responsibility in respect of loss or damage to the Goods from the time of their delivery to the holder of the Bill of Lading, or in the case of a sale or delivery of the Goods after the date of delivery, from the time of such sale or delivery.

3. Limitation of Liability

The Carrier shall not be entitled to the benefit of the limitation of liability provided for in Clause 25 unless suit is brought within one (1) year after the delivery of the Goods or the date when the damage occurred.

4. Notification and Delivery

If it is established that loss or damage occurred during the port-to-port leg for reasons stipulated in this Bill of Lading, the Merchant shall be notified within ten (10) days of the occurrence of such loss or damage. If the loss or damage is not discovered at the time of delivery, the Merchant shall be notified within ten (10) days of the discovery of such loss or damage.

5. Carrier’s Responsibility

(a) Unless expressly agreed, the Carrier does not undertake that the Goods shall arrive at the port of discharge in the original packaging or condition in which they were delivered by the Carrier at the port of loading. If any damages or losses occur to the Goods during the carriage, the Carrier shall not be responsible for any damages or losses resulting from such damages or losses.

(b) Any damages or losses occurring during the port-to-port leg shall be deemed to be due to circumstances which are not the responsibility of the Carrier.

(c) If the Goods are not delivered to the Merchant at the port of discharge, the Merchant shall be responsible for the loss or damage occurring after the date of delivery.

(d) The Carrier shall not be responsible for any damages or losses resulting from the violation of the ISPS Code by the Merchant.

6. Freight

(a) The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority of the person to whom the Carriage is to be habitually made.

(b) The terms and conditions of the Carrier's applicable Tariff are incorporated herein, with particular reference to the applicable Tariff.

(c) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods carried and that the value of the Goods is unknown to the Carrier.

(d) The Carrier reserves the right to charge Freight in accordance with the applicable Tariff and in particular interest which accrues until payment.

ANALYSIS

(a) The Merchant warrants that he is, or has the authority of the person to whom the Carriage is to be habitually made.

(b) The terms and conditions of the Carrier's applicable Tariff are incorporated herein, with particular reference to the applicable Tariff.

(c) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods carried and that the value of the Goods is unknown to the Carrier.

(d) The Carrier reserves the right to charge Freight in accordance with the applicable Tariff and in particular interest which accrues until payment.

11. Description of the Goods

(a) The Carrier shall not be bound to or responsible for any damages or losses resulting from the violation of the ISPS Code by the Merchant.

(b) The Merchant is responsible for the cost of the Carriage and the Carriage shall not be responsible for any damages or losses resulting from the violation of the ISPS Code by the Merchant.

(c) If the Goods are not delivered to the Merchant at the port of discharge, the Merchant shall be responsible for the loss or damage occurring after the date of delivery.

(d) The Carrier shall not be responsible for any damages or losses resulting from the violation of the ISPS Code by the Merchant.
### Bill of Lading

**Multimodal Transport or Port to Port Shipment**

**Shipper:**

**Carrier:** Consorcio Naviero Peruano S.A., San Isidro (Lima)

<table>
<thead>
<tr>
<th>Carriers Reference:</th>
<th>B/L-No.:</th>
<th>Page:</th>
</tr>
</thead>
</table>

**Consignee** (not negotiable unless consigned to order):

**Notify Address** (Carrier not responsible for failure to notify; see clause 20(1) hereof):

**Forwarding Agent:**

**Consignees Reference:**

**Place of Receipt:**

**Vessel(s):**

<table>
<thead>
<tr>
<th>Voyage-No.:</th>
</tr>
</thead>
</table>

**Port of Loading:**

**Place of Delivery:**

**Place of Delivery:**

**Container Nos., Seal Nos., Marks and Nos.:**

<table>
<thead>
<tr>
<th>Number and Kind of Packages, Description of Goods</th>
<th>Gross Weight:</th>
<th>Measurement:</th>
</tr>
</thead>
</table>

**Shipper’s declared Value** [see clause 7(2) and 7(3)]

**Movement:**

<table>
<thead>
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<th>Change</th>
<th>Rate</th>
<th>Basis</th>
<th>Wt/Vol/Val</th>
<th>P/C</th>
<th>Amount</th>
</tr>
</thead>
</table>

**Charge**

**Currency:**

<table>
<thead>
<tr>
<th>Total Freight Prepaid</th>
<th>Total Freight Collect</th>
<th>Total Freight</th>
</tr>
</thead>
</table>

**Above Particulars as declared by Shipper. Without responsibility or warranty as to correctness by Carrier [see clause 11]**

**RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise noted herein the total number or quantity of Containers or other packages or units indicated in the box opposite entitled “Total No. of Containers/Packages received by the Carrier” for Carriage subject to all the terms and conditions hereof (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE HEREOF AND THE TERMS AND CONDITIONS OF THE CARRIERS APPLICABLE TARIFF) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. One original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier in exchange for the Goods or a delivery order. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant.

IN WITNESS WHEREOF the number of original Bills of Lading stated below all of this tenor and date has been signed, one of which being accomplished the others to stand void.

**Freight payable at:**

**Place and date of issue:**

**Number of original B/L:**

**Total Freight Prepaid:**

**Total Freight Collect:**

**Total Freight:**