IVADELL'S SHIPPING COMPANY LTD

Vessel-Operating Common Carrier • MV NEWTON W (IMO 9207596)
H3 Bay Berry Street, Suite 3, P.O. Box N-8988, Nassau, Bahamas • U.S. Operations: 950 Eller Drive, Fort Lauderdale, FL 33316

BILL OF LADING

FOR COMBINED TRANSPORT OR PORT TO PORT SHIPMENT
Terms and conditions on reverse • FMC Organization No. 032099

SHIPPER / EXPORTER (FULL NAME AND ADDRESS)	**B/L NUMBER**
	BOOKING NUMBER
CONSIGNEE (IF “TO ORDER” STATE SO; NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)	**EXPORT REFERENCES**
	SERVICE CONTRACT NO. (NO HYPHENS — E.G. IVD26001)
NOTIFY PARTY (NO RESPONSIBILITY FOR FAILURE TO NOTIFY — CLAUSE 13(1))	**FORWARDING AGENT — NAME AND FMC LICENCE NO.**
	POINT AND COUNTRY OF ORIGIN

PLACE OF RECEIPT	**PORT OF LOADING**	**VESSEL AND VOYAGE NO.**	**PORT OF DISCHARGE**
PLACE OF DELIVERY	**TYPE OF MOVEMENT**	**NUMBER OF ORIGINALS ISSUED**	**DECLARED CARGO VALUE (CLAUSE 23)**

■ **CARRIED ON DECK AT MERCHANT'S RISK — CLAUSES 10 AND 11(3)** To be marked for all Goods stowed on deck, whether or not in Containers.
The Vessel is of open cargo deck configuration. Goods so carried are at the Merchant's risk as to perils inherent in such carriage; for carriage to or from the U.S. they remain otherwise subject to COGSA.

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF GOODS	GROSS WEIGHT (KG)	MEASUREMENT (CBM)
Container / seal numbers		*PARTICULARS FURNISHED BY THE MERCHANT — WEIGHT, MEASURE, QUANTITY, CONDITION, CONTENTS AND VALUE UNKNOWN TO THE CARRIER (CLAUSE 12)* *Dangerous goods: attach IMDG declaration — Clauses 9 and 35(c).* *Reefer cargo: state required temperature setting — Clause 6(4).*		

TOTAL NUMBER OF CONTAINERS / PACKAGES RECEIVED AND ACKNOWLEDGED BY THE CARRIER (IN WORDS)	**TOTALS**

FREIGHT AND CHARGES

DESCRIPTION	BASIS	RATE	PREPAID	COLLECT

FREIGHT PAYABLE AT

PLACE AND DATE OF ISSUE

RECEIVED for shipment in external apparent good order and condition, unless otherwise indicated, the total number of Containers or packages stated above, for carriage subject to all the terms and conditions appearing on the reverse hereof, which the Merchant accepts by tendering the Goods and by accepting this Bill of Lading. **IN ACCEPTING THIS BILL OF LADING THE MERCHANT EXPRESSLY AGREES TO BE BOUND BY ALL ITS TERMS AND CONDITIONS, WHETHER WRITTEN, PRINTED, STAMPED OR INCORPORATED BY REFERENCE, AS FULLY AS IF SIGNED BY THE MERCHANT.**

Terms and conditions. The full terms and conditions are printed on the reverse hereof, are available in pamphlet form from the Carrier or its agents, and are published at www.ivadellshipping.com. They are also filed as part of the sample bill of lading in the Carrier's tariff pursuant to 46 C.F.R. § 520.4(a)(5), document ISCL-BOL-TC-2026-01, Rev. 1.

Tariff. The Carrier's tariff is incorporated herein and is open for public inspection at no charge and without time or quantity limitation at **https://www.ivadellshipping.com**, self-published by the Carrier under FMC organization number **032099**. Where the Goods move under a service contract filed under 46 C.F.R. part 530, that contract governs and prevails — Clause 33.

Cargo insurance. The Carrier does not insure the Goods and no insurance maintained by the Carrier responds to loss of or damage to them. The Merchant must arrange its own marine cargo insurance or execute the Carrier's declination form — Clause 34.

Limitation. The Carrier's liability is limited to US$500 per package or customary freight unit unless a value is declared above and extra freight paid — Clauses 4(C), 4(D)(3) and 23. **Claims and demurrage or detention disputes** must be sent to Ivadell's Shipping Company Ltd, Attn: Director (U.S. Operations), 950 Eller Drive, Fort Lauderdale, FL 33316, USA — e-mail **compliance@ivadellshipping.com**, telephone **+1 (954) 882-5036** — Clauses 32(e) and 37.

SHIPPER'S CERTIFICATION / MERCHANT'S SIGNATURE	**SIGNED FOR THE CARRIER, IVADELL'S SHIPPING COMPANY LTD**
Signature: ______________________ *Name and title:* ______________________ *Date:* ____________	*As Carrier / As Agent for the Carrier (delete as applicable)* *Signature:* ______________________ *Name and title:* ______________________

BILL OF LADING

TERMS AND CONDITIONS (LONG FORM) — REVERSE SIDE

Document ISCL-BOL-TC-2026-01, Revision 1 — Effective 24 August 2026
Filed as the sample bill of lading in the Carrier's tariff pursuant to 46 C.F.R. § 520.4(a)(5) — FMC Organization No. 032099

TERMS AND CONDITIONS (Also Available in Pamphlet Form from the Carrier or its Agents) and at www.ivadellshipping.com

RECEIVED for shipment in external apparent good order and condition, unless otherwise indicated, the number of containers, packages or other customary freight units identified as "Total Number of Container/Packages received and acknowledged by the Carrier" on the face hereof subject to all the terms and conditions hereof from Place of Receipt or the Port of Loading, whichever is applicable, to Place of Delivery or Port of Discharge, whichever is applicable. Weights, measurements, marks, numbers, quantity, contents and value if mentioned herein are to be considered unknown by the Carrier. Notwithstanding any customs or privileges to the contrary, the Merchant, in accepting this Bill of Lading, expressly agrees to be bound by all stipulations, exceptions, and conditions attached hereto or stated herein, whether written, printed, stamped or otherwise incorporated herein, as fully as if they were all signed by such Merchant.

1) IDENTITY AND DEFINITION OF CARRIER.

The Carrier under this Bill of Lading is **Ivadell's Shipping Company Ltd**, a company incorporated under the provisions of the Companies Act 1992 (No. 18 of 1992) of the Commonwealth of The Bahamas on 22 February 2018 as Company No. 76431 of the Register of Companies, having its registered office at H3 Bay Berry Street, Suite 3, P.O. Box N-8988, Nassau, Bahamas, and its United States office at 950 Eller Drive, Fort Lauderdale, Florida 33316. Transportation under this Bill of Lading is provided by the Carrier and by no other person.

The names "Ivadell Shipping Company Ltd" and "ISCL" are trade names of the Carrier. Each trade name used by the Carrier in commerce is declared in the Carrier's organization record published in its automated tariff in accordance with 46 C.F.R. § 520.4(b). No other entity is authorised to contract as carrier under this Bill of Lading.

If it is ultimately adjudged that a second person or entity, including without limitation, the Vessel, her owner, operator, demise, time, slot and space charterer, is also a carrier/bailee then that person or entity shall have the benefit of all the rights and defenses provided for in this Bill of Lading or by law.

The Carrier is not a party to any agreement with another ocean common carrier which is required to be filed with the Federal Maritime Commission under 46 U.S.C. § 40302. If the Carrier becomes party to any such agreement, that agreement will not be carried out until it has been filed with the Commission and has become effective, and its FMC agreement number will be published in the Carrier's tariff. Nothing in this paragraph limits the Carrier's rights under Clauses 18 and 25 to transship the Goods, to substitute a vessel or to sub-contract the whole or any part of the carriage.

2) DEFINITIONS.

Without limitation of any definition in any applicable law herein mentioned: "VESSEL" shall include the vessel(s) named in this Bill of Lading, any substituted vessel(s), any vessel to which transshipment may be made in the performance of this contract and any vessel, craft, lighter or other means of transportation whatsoever, owned, chartered, operated or controlled and used by the Carrier or Participating Carrier in the performance of this contract; "MERCHANT" includes the Shipper, consignor, endorsee, transferee, Holder of this document, consignee, receiver of the Goods, any person or entity owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such persons; "GOODS" means the cargo received from the Shipper and includes any Container not supplied by or on behalf of the Carrier; "HOLDER" means any person for the time being in possession of this Bill of Lading to whom the property interest in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise; "PARTICIPATING CARRIER" shall include any other sea, water, land or air carrier performing any part of the carriage provided herein; "CONTAINER" includes any container, trailer, transportable tank, flat, pallet, cradle, sled or any similar article of transport used to consolidate or transport Goods; "LADEN ON BOARD", when noted on this Bill of Lading shall mean that the Goods have been placed on board the Vessel or any other mode of transport used by or on behalf of the Carrier or Participating Carrier enroute to the Port of Loading shown on the face of this Bill of Lading; "PORT OF LOADING" shall mean the place where the Goods are received for marine transport by the Carrier; or Participating Carrier or their respective agents, "PORT OF DISCHARGE" shall mean the place where the Goods are to be discharged from the Vessel; "PLACE OF RECEIPT" shall be the place where the Goods are received from the Merchant by the Carrier, Participating Carrier or their respective agents; "PLACE OF DELIVERY" shall be the place where the Goods are delivered by the Carrier or the Participating Carrier to the Merchant; "COGSA" refers to the Carriage of Goods by Sea Act of the United States approved April 16, 1936 and any subsequent modifications or re-enactment thereto. The "HAGUE RULES" refers to the International Convention for the Unification of Certain Rules Relating to Bills of Lading done at Brussels August 25, 1924; "HAGUE-VISBY" refers to the Hague Rules as Amended by the Protocol done at Brussels on February 23, 1968. References to the internal law of a State shall be deemed to exclude all principles of private international law applied by such State; "STATE" shall mean any nation, country, commonwealth, territory or possession, internationally recognized to be a body politic and to exercise sovereign power; "COMBINED TRANSPORT" arises if the Place of Receipt and/or Place of Delivery are indicated on the face of this Bill of Lading in the relevant boxes; and "PORT TO PORT TRANSPORT" arises if only the Port of Loading and/or Port of Discharge are indicated on the face of this Bill of Lading in the relevant boxes.

3) CARRIER'S TARIFF.

The terms of the applicable tariff(s) of the Carrier are incorporated herein.

The Carrier's tariff is published in an automated tariff system and is kept open for public inspection at no charge in accordance with 46 C.F.R. §§ 520.3 and 520.9. The tariff is available to any person via the internet at **https://www.ivadellshipping.com**, without time, quantity or other limitation and without charge. The Carrier maintains and publishes its own tariff and does not use a third-party publisher, as permitted by 46 C.F.R. § 520.3(c). The Carrier's Federal Maritime Commission organization number is **032099**, and the tariff location stated above is the location registered with the Commission on Form FMC-1. Copies of the relevant provisions are also obtainable from the Carrier on request at no charge.

In the case of inconsistency between this Bill of Lading and the applicable tariff(s), this Bill of Lading shall prevail except in the United States of America where the provisions of the tariff shall prevail. This Clause is in all cases subject to Clause 33 (Order of Precedence).

4) CARRIER’S RESPONSIBILITY AND CLAUSE PARAMOUNT

(A) Port to Port Transport

If carriage is Port to Port Transport, the responsibility (if any) of the Carrier for loss or damage to the Goods occurring from the time when the Goods are loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge shall be determined in accordance with the provisions of Clause 4(C).

The Carrier shall be under no liability whatsoever for loss or damage to the Goods or non-delivery or mis delivery howsoever caused if such loss or damage, non-delivery or mis delivery arises prior to loading onto or subsequent to discharge from the Vessel. Notwithstanding the above, in case and to the extent that any applicable law provides for any additional period of responsibility the Carrier shall have the benefit of every right, defense, limitation and liberty of the Hague Rules during such additional compulsory period of responsibility notwithstanding that the loss or damage did not occur at sea.

(B) Combined Transport

If carriage is Combined Transport then the Carrier undertakes to perform and/or in its own name to procure performance of the carriage from the Place of Receipt or the Port of Loading whichever is applicable to the Place of Delivery or the Port of Discharge whichever is applicable and, save as is otherwise provided for in this Bill of Lading, the Carrier’s liability for loss or damage to the Goods shall be as follows:-

1. If the stage of carriage where loss or damage occurred is not known

(a) Exclusions

If the stage of the carriage where the loss or damage to the Goods is not known then the Carrier shall be liable for loss and damage to the Goods save that the Carrier shall be relieved from liability for any loss or damage to the extent that such loss or damage was caused by:

(i) An act or omission of the Merchant;

(ii) Insufficiency or defective condition of packing or marking;

(iii) Compliance with the instructions of persons entitled to give them;

(iv) Handling, loading, stowage or unloading of the Goods by the Merchant;

(v) Inherent vice of the Goods;

(vi) Strike, lockout, stoppage or restraint of labour from whatever cause whether partial or general;

(vii) A nuclear incident;

(viii) Any cause or event which the Carrier could not avoid and the consequence of which he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof

The burden of proving that any loss or damage was caused by one or more of the events mentioned in Clauses 4(B)(1)(a)(i) to (viii) shall rest upon the Carrier save that when the Carrier is able to demonstrate that, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clauses 4(B)(1)(a)(ii) to (vii) then it shall be presumed that it was so caused and in such circumstances the burden of proof shall be on the Merchant to prove that the loss or damage was not caused wholly or partly by one or more of these events.

(c) Limitation

If the Carrier is liable for loss or damage to the Goods then the amount of compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance (if paid).

The Carrier’s maximum liability hereunder shall in no circumstances exceed US$2 per kilo of gross weight of the Goods lost or damaged unless the value of the Goods has been declared by the Merchant with the consent of the Carrier and excess freight has been paid whereupon the declared value (if higher) as shown on the face of the Bill of Lading shall be substituted for the above limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

2. If the stage of carriage during which loss or damage occurred is known

Notwithstanding anything provided for in Clause 4(B)(1) if the stage of the carriage where loss or damage to the Goods is known then subject to the operation of Clause 4(C) which shall apply where loss or damage occurs to the Goods from the time when the Goods are loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge the Carriers liability in respect of any such loss or damage occurring shall be determined as follows:-

(a) By the provisions contained in any international convention or national law, which provisions cannot be departed from by private contract to the detriment of the Merchant, and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international Convention or national law applicable; or

(b) If no international convention or national law is applicable then the liability of the Carrier shall be determined pursuant to the provisions of Clause 4(B)(1).

(c) Subject to Clause 4(B)(2)(a) if loss or damage to the Goods is known to have occurred during a period when the Goods were in the custody of a Participating Carrier then the Carrier shall have the benefit of any and all rights, defences, exemptions, limitations and immunities contained in or incorporated by or compulsorily applicable to the Participating Carrier’s tariff(s) or contract(s) with the Carrier (in addition to all of the rights, defences, exemptions, limitations and immunities contained in this Bill of Lading and the Carrier’s tariff) and for this purpose such benefit, rights, defences, exemptions, limitations and immunities shall be deemed to be incorporated herein, and copies are obtainable from the Carrier upon request.

(C) Clause Paramount

All carriage under this Bill of Lading (whether electronically produced or not) shall have effect subject to any legislation enacted in any country making the Hague or Hague-Visby Rules compulsorily applicable and in the absence of any such legislation in accordance with the Hague Rules or COGSA in the case of carriage to or from the United States of America.

In circumstances where the Hague Rules are not compulsorily applicable but are contractually applicable then subject to Clause 23 (ad valorem declaration) the Carrier’s responsibility shall in no event exceed US$500 per package or customary freight unit, being the same limit as applies under Clause 4(D)(3), so that a single currency and a single limit apply throughout this Bill of Lading.

If any terms of this Bill of Lading are held repugnant to the Hague Rules, Hague-Visby Rules, COGSA or any other compulsorily applicable legislation then such provision shall be null and void to the extent of such invalidity without invalidating the remaining provisions hereof.

References in the Hague, Hague-Visby Rules, or COGSA to carriage by sea shall be deemed to include references to inland waterways or waterborne carriage.

(D) USA Clause Paramount (if applicable)

1. If carriage includes carriage to, from or through a port in the United States of America this Bill of Lading shall be subject to COGSA, the terms of which are incorporated herein and shall be paramount throughout carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or its sub-contractor at the sea-terminal in the United States of America before loading onto the Vessel or after discharge therefrom as the case may be.

2. The Carrier shall not be liable in any capacity whatsoever for loss or delay to the Goods or non-delivery or misdelivery howsoever caused while the Goods are in the United States of America away from the sea-terminal and are not in the actual custody of the Carrier. At these times the Carrier acts as agent only for and on behalf of the Merchant and agrees to procure transportation of the Goods in accordance with the usual terms, conditions and tariff(s) of Participating Carriers. If for any reason the Carrier is denied the right to act as agent only at these times, its liability for loss and damage to the Goods or non-delivery or misdelivery thereof shall be determined in accordance with Clause 4(B) hereof.

3. If COGSA applies then the liability of the Carrier shall not exceed US$500 per package or customary freight unit unless the value of the Goods has been declared on the face hereof with the consent of the Carrier and extra freight has been paid in which case Clause 23 shall apply and the declared value (if higher) shall be substituted for the limit and any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.

4. Except as provided herein in Clauses 4(D)(1) and (2), and where COGSA does not apply by operation of law, Carrier’s liability will be governed by COGSA unless its liability under some other body of law applicable to the particular stage of the transport where the loss occurred is more favourable to the Carrier (with regards to defenses and limitations), in which case that other body of law will apply.

5) WARRANTIES.

The Merchant represents, warrants and agrees that:

(a) The Goods and any Container loaded by the Merchant are packed and secured in such a manner as to be handled in the ordinary course of the transportation without damage to the Goods, Vessel, Containers or other property or persons;

(b) Any Goods placed by the Merchant in Containers are compatible and suitable for transportation in Containers;

(c) He is or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading; and

(d) The Merchant further warrants that the Container if not supplied by or on behalf of the Carrier meets all ISO and/or other applicable national or international safety standards and is fit in all respects for carriage by the Carrier.

6) MERCHANT'S RESPONSIBILITY AND INDEMNIFICATION

1. All of the persons coming within the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading and remain so liable throughout the transportation notwithstanding their having transferred this Bill of Lading and/or title to the Goods to another party. This sub-clause does not apply to demurrage or detention charges, which are governed exclusively by Clause 32.

2. The Shipper further warrants to the Carrier that the particulars relating to the Goods as set out on the face of this Bill of Lading have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are adequate, accurate and correct.

3. The Shipper shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit its responsibility and liability under this Bill of Lading to any person other than the Shipper.

4. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier.

5. The Merchant agrees to indemnify and hold harmless the Carrier against all and any claims, loss, damage, fines or expense arising or resulting from any breach of any warranty or other obligation of the Merchant under the terms of this Bill of Lading or applicable law (including but not limited to those Carrier may incur or liability to any person which the Carrier may suffer due to personal injury or loss of or damage to any property). Such indemnity shall include costs, including attorney fees, to defend any action brought by third parties or to prosecute any claim against the Merchant arising from the Merchant's obligation(s) under this Bill of Lading.

7) REGULATIONS RELATING TO GOODS.

1. The Merchant shall comply with all rules, laws, regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient description, marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

2. If the Carrier is obliged to handover the Goods or any part thereof into the custody of any customs, port or other authority, such handover shall constitute due delivery of the Goods or any part thereof to the Merchant under this Bill of Lading.

8) SHIPPER-PACKED CONTAINERS

1. If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

(e) packing of temperature controlled Goods at other than the booked temperature.

2. The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of the receipt of the Container by Shipper and that the Container is in good order and condition. If a Shipper-packed Container is delivered by the Carrier with its seal intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant agrees to indemnify the Carrier against all and any costs (including, but without limitation, legal costs), expenses, liabilities or losses of whatsoever nature suffered and/or incurred in connection with any such claim.

9) DANGEROUS GOODS AND CONTRABAND.

1. The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and their Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage.

2. Goods which are or at any time become dangerous, inflammable, radioactive or damaging may, at any time or place, be unloaded, destroyed, or rendered harmless without compensation, and if the Merchant has not given notice of their nature to the Carrier under Clause 9(1), the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

3. The Merchant warrants the Goods are lawful Goods and undertakes not to deliver to the Carrier any Containers or Goods containing any contraband.

4. If the requirements of Clauses 9(1) and (3) are not complied with, the Merchant shall indemnify the Carrier against all loss, damage or expense of whatsoever nature and howsoever arising out of such Goods or Containers being tendered for transportation or delivered to or handled or carried by the Carrier.

10) DECK CARGO AND LIVESTOCK.

Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever, except that in respect of Goods carried to or from the United States of America Goods are carried on deck at the Merchant's risk as to perils inherent in such carriage but in all other respects subject to COGSA.

11) OPTIONAL STOWAGE.

1. The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.

2. Goods stowed in Containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of Goods for purposes of the Hague Rules, Hague-Visby Rules or COGSA, as the case may be.

3. The Vessel is of open cargo deck configuration and Goods are routinely carried on deck. Where Goods are carried on deck, whether or not stowed in Containers, the Carrier shall state such carriage on the face hereof, and Clause 10 shall apply to those Goods. The Carrier does not rely on any custom permitting on-deck carriage to be left unstated.

12) DESCRIPTION OF GOODS.

1. This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in external apparent good order and condition except as otherwise noted of the total number of Containers or other packages or units identified on the face hereof as “Total Number of Containers/Packages received and acknowledged by the Carrier”.

2. No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

3. Any reference to temperature or the term “apparent good order and condition” when used in the Bill of Lading with reference to Goods which require refrigeration does not mean that the Goods, when received were verified by the Carrier as being at the booked temperature and no reliance should be placed by the Merchant as to the accuracy of such temperature shown on the face of this Bill of Lading.

13) NOTIFICATION AND DELIVERY.

1. Except as provided by tariff, any mention herein of notify parties is solely for the Carrier's information, and failure to give notification shall not render the Carrier liable nor relieve the Merchant of any obligation to the Carrier.

2. The Merchant shall take delivery of the Goods within the time provided for in the Carrier’s applicable tariff.

3. If the Merchant fails to take delivery of the Goods or part of them upon expiration of the tariff's prescribed free time, the Goods shall be deemed to have been delivered to the Merchant and the Carrier may with or without notice, but subject to its lien, unpack the Goods if packed in Container and/or store or warehouse the Goods or any part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Thereupon, the liability of the Carrier in respect of the Goods shall cease wholly 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.

4. In all circumstances, Carrier shall have no liability whatsoever for the misdelivery of Goods in its actual or constructive possession to persons holding forged or fraudulent documents which reasonably purport to be original Bills of Lading or other original documents entitling them to possession, so long as the Carrier acts innocently and does not intentionally deliver the Goods to persons known by him to have no right to possession under the Bill of Lading.

14) MULTIPLE BILLS OF LADING

1. Goods will only be delivered in a Container to an individual Merchant if all Bills of Lading in respect of the content of the Container have been surrendered authorising delivery to that Merchant at a single Place of Delivery. In the event that this requirement is not fulfilled the Carrier may in its absolute discretion unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to the Merchant. Such delivery shall constitute due delivery hereunder but will only be effected against payment by the Merchant of the appropriate charges.

2. If multiple Bills of Lading are issued in respect of the contents of a Container, then the particular of the Goods described on the face hereof are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or unappropriated Goods, or is or becomes mixed or unmarked or unidentifiable, the Merchants shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in its absolute discretion determine, and such delivery shall constitute due delivery hereunder. In such event

the Carrier shall not be liable for any shortage, loss, or damage of the Goods or other discrepancies of the Goods, which are found upon unpacking of the Container.

15) FREIGHT AND CHARGES.

1. Freight and charges (including but not limited to destination charges) shall be deemed fully earned on receipt of the Goods or any part thereof, by the Carrier whether or not such freight and charges are stated on the face of this Bill of Lading or intended to be Prepaid or Collect at destination, and shall be paid in full without offset, counterclaim or deduction and non-returnable in any event, Goods and/or Vessel or other conveyance lost or not lost. This sub-clause is subject to Clause 32(f).

2. The Merchant’s attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rates of exchange, devaluation and other contingencies relative to freight and charges in the applicable tariffs.

3. The freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other package or unit and inspect, reweigh, remeasure or revalue the contents; and if the particulars furnished by or on behalf of the Shipper are incorrect it is agreed that a sum equal to either double 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 and not as additional freight or a surcharge to the Carrier, and the Merchant agrees to pay all expenses incurred by the Carrier in ascertaining said particulars.

4. All the persons coming within the definition of Merchant shall be and remain jointly and severally responsible for all freight and charges due under this Bill of Lading, applicable tariffs and/or contracts together with any court costs, expenses and reasonable attorney fees incurred in collecting any sums due to Carrier, save that demurrage and detention charges are governed exclusively by Clause 32 and this sub-clause does not render any person jointly and severally responsible for them.

16) LIEN.

The Carrier shall have a lien on the Goods and any document relating thereto, which shall survive delivery, for all sums earned or due or payable to the Carrier under this and/or any other contract with the Merchant, or on account of the Goods or carriage, storage or handling of the Goods, including but not limited to, general average contributions, freight, delivery, destination, demurrage, detention, port and/or handling charges, to whomever due and/or for the cost of recovering the same and/or any fines or penalties levied against the Carrier by reason of any acts or omissions for which the Merchant is responsible. Carrier may at its sole discretion exercise its lien at any time and at any place, whether the contractual transportation is completed or not.

For the purpose of such lien the Carrier shall have the right to sell the Goods by public auction or private treaty, provided that the Carrier shall first give the Merchant not less than thirty (30) days’ written notice of its intention to do so, sent to the address shown on the face hereof or otherwise last notified to the Carrier in writing, stating the sums claimed and the intended manner of sale. Where perishable Goods or Goods which are or become dangerous within the meaning of Clause 9 are concerned, the Carrier may sell or dispose of them on such shorter notice as is reasonable in the circumstances, or without notice where no notice is practicable.

The disposition of unclaimed or abandoned Goods discharged at a port in the United States of America shall in all cases be governed by 19 U.S.C. §§ 1490 and 1491 and by the general order procedures made thereunder, and by the rule in the Carrier's tariff governing unclaimed cargo, and this Clause shall be read subject to them.

The Carrier shall account to the Merchant for any surplus and shall be entitled to claim the difference in the event that the sale proceeds fail to cover the full amount due to the Carrier.

17) MATTERS AFFECTING PERFORMANCE.

If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at Merchant’s disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

18) METHODS AND ROUTES OF TRANSPORTATION.

The Carrier may at any time and without notice to the Merchant: (a) use any means of transport or storage whatsoever; (b) for any purpose whatsoever tranship the Goods or carry same on a substituted vessel or otherwise transfer the Goods from one conveyance to another even though transhipment or forwarding of the Goods may not have been contemplated or provided for herein; (c) proceed by any route whether or not such route is the nearest or most direct or customary route from the Port of Loading or Place of Receipt to the Port of Discharge or Place of Delivery in the Carrier’s absolute discretion whether for purposes of taking bunkers or any other purpose; (d) proceed to or stay at any place although in a contrary direction to or out of or beyond the customary or intended or advertised route once or more often in any order for any purpose whatsoever; (e) load and unload the Goods at any port or place (whether or not any such port is named on the face of this Bill of Lading as the Port of Loading or Port of Discharge) and store the Goods at any such place; (f) comply with any orders, directions, or recommendations as to loading, unloading, departure, routes, ports and places of call, stoppages, destination, arrival, discharge, delivery or otherwise given by any government or authority or any person or body acting or purporting to act with the authority of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give directions; and (g) at the request of the Merchant or otherwise if required to make arrangements for any forwarding conveyance and services, not within the scope of the transport herein contracted for, and in making such arrangements, the Carrier shall be considered solely as agent of the Merchant and without any other responsibility whatsoever. Any action taken or not taken by the Carrier under this Clause 18, or delay resulting therefrom, shall be deemed to be included within the contractual transit and shall not be a deviation.

19) GENERAL

1. The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use. In no circumstances shall the Carrier be liable for loss or damage due to delay.

2. Save as otherwise provided herein, and subject always to Clauses 4(C) and 4(D), the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage, such liability shall in no event exceed the freight paid for the transport covered by this Bill of Lading, provided that nothing in this sub-clause shall reduce the Carrier's liability below the limit applicable under Clause 4(C) or Clause 4(D)(3).

3. 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 before or after the Goods are received by the Carrier for transportation or delivery to the Merchant.

4. All Containers to be the joint and several responsibility of all the persons coming within the definition of the Merchant and must be redelivered clean and undamaged to a place or point of interchange nominated by the Carrier within the time prescribed in the Carrier’s applicable tariffs and contracts, failing which each of such persons are jointly and severally liable for such loss or expense incurred as a result thereof including but not limited to the costs of replacement, transportation and repair. Demurrage and container detention charges are governed exclusively by Clause 32 and this sub-clause does not render any person jointly and severally liable for them.

20) INSPECTION OF GOODS.

1. The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all, or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may at the sole risk and expense of the Merchant abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which 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.

2. The Carrier is not responsible for any damage or loss to the Cargo resulting from inspection by customs or other authorities and Merchant shall be responsible for any costs, fines, or penalties incurred as a result of such inspection or otherwise.

21) VARIATION OF CONTRACT.

Merchant agrees that this Bill of Lading constitutes the entire agreement between the parties. There are no understandings to the subject matter of this agreement other than as herein set forth, and any such actual or purported prior to or contemporaneous understandings or communications are hereby abrogated. 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 authorized in writing by the Carrier. Subject to Clause 3, all agreements or freight engagements for the shipment of the Goods are superseded by this Bill of Lading.

22) GENERAL AVERAGE.

General Average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules 2016 and any subsequent modification or re-enactment thereto and shall be applied to Containers and/or Goods loaded on deck or under deck. In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay any salvage and special charges incurred in respect of the Goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel(s) belonged to strangers. The Carrier shall have a lien on the Goods for all General Average contribution (including but not limited to salvage) for which the Merchant is responsible and shall be entitled to a cash deposit or other security therefor in a form acceptable to the Carrier. If the Carrier delivers the Goods without obtaining security for general average contributions or such other expense, the Merchant, by taking delivery of the Goods, undertakes personal responsibility to pay such contributions or expense and to provide such cash deposit or other security for the estimated amount of such contributions or expense as the Carrier shall reasonably require.

23) AD VALOREM DECLARATION OF VALUE.

The Merchant agrees that higher compensation than that provided for in this Bill of Lading may not be claimed unless the nature and value of the Goods have been declared by the Merchant prior to the commencement of the carriage and inserted in this Bill of Lading in the space captioned "Declared Cargo Value" and extra freight paid on such declared value if required. In such case, the declared value if embodied in the Bill of Lading shall be the basis for calculating the Carrier’s liability, (if any), provided that such declared value shall be prima facie evidence, but shall not be conclusive on the Carrier and further provided that such declared value does not exceed the true value of the Goods at destination. Any partial damage shall be adjusted pro rata on the basis of such declared value.

24) LIMITATION OF LIABILITY.

The Carrier, the Vessel, her owner(s), operator(s), demise, time, slot and space charterers shall be entitled to the same rights of limitation as are or would be available to the owner of the Vessel under the Brussels Limitation Convention of 1957, the London Limitation Convention of 1976 or any other applicable convention, statute or law, governing the rights of shipowners to limit their liability in accordance with the tonnage or value of the Vessel in the jurisdiction in which any claim is brought under this Bill of Lading.

25) SUB-CONTRACTING AND INDEMNITY.

(a) The Carrier shall be entitled to sub-contract the whole or any part of the duties undertaken by the Carrier in this Bill of Lading in relation to the Goods on any terms whatsoever consistent with any applicable law.

(b) Merchant undertakes that no claim or allegation shall be made against any person performing or undertaking such duties (including all servants, agents and sub-contractors of the Carrier) other than the Carrier, which imposes or attempts to impose upon any such person, or any vessel owned by any such person, any liability whatsoever in connection with the Goods or the carriage of the Goods from port of loading to port of discharge whether or not arising out of negligence on the part of such person and, if any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against all consequences thereof.

(c) Without prejudice to the Merchant’s indemnity obligations herein, the Vessel and every subcontractor of the Carrier of any nature whatsoever (including but not limited to the Participating Carrier, the Vessel, the owner, charterer, operator, Master, officer and crew of the Vessel, and employees, agents, representatives, and all stevedores, terminal operators, watchmen, carpenters, lasher, ship cleaners, surveyors and other independent contractors) shall have the benefit of every right, defence, limitation and liberty of whatsoever nature herein contained or otherwise available to the Carrier as if such provisions were expressly for its benefit, and in entering into this contract, the Carrier, does so not only on its own behalf but also as agent and trustee for such persons or Vessel. The term “subcontractor” as used herein shall include both direct and indirect subcontractors hired by the Carrier to perform the Carrier’s own obligations under the Bill of Lading, or the obligations of any person for whom the Carrier acts as agent. An indirect subcontractor is a person with whom the Carrier is not in contractual privity. For the purpose of this Clause 25, the Vessel and all subcontractors shall be deemed to be parties to the contract evidenced by this Bill of Lading.

(d) The provisions of Clause 25(b) shall extend to claims or allegations of whatsoever nature against other persons chartering space on the carrying Vessel.

(e) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any person other than in accordance with the terms and conditions of this Bill of Lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

26) NOTICE OF LOSS: TIME BAR.

1. Unless notice of loss or damage to the Goods and the general nature of it be given in writing to the Carrier at the Place of Delivery before or at the time of the 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 be not apparent, within seven consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods described in this Bill of Lading.

2. Subject to Clause 26(3), the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and written notice thereof given to the Carrier within nine months after delivery of the Goods, save that in respect of any carriage to, from or through a port in the United States of America the period shall in no case be less than one year from delivery of the Goods or from the date when they should have been delivered. In the case of total loss of the Goods the period shall begin to run two months after the Goods have been received for transportation.

3. Notwithstanding Clause 26(2), where COGSA, the Hague Rules or Hague-Visby apply by incorporation or by force of law, the Carrier shall be discharged from all liability whatsoever in respect of the Goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered.

27) BOTH-TO-BLAME COLLISION.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or of the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant undertakes to pay the Carrier or where the Carrier is not the owner and in possession of the carrying Vessel, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying Vessel, a sum sufficient to indemnify the Carrier and/or the owners and/or demise charterer of the carrying Vessel against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever, of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or her owner or demise charterer or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision, contact, stranding or other accident.

28) NOTICE TO ENDORSEE AND/OR HOLDER AND/OR TRANSFEREE.

By taking up this Bill of Lading, whether by endorsement and/or becoming a holder and/or by transfer hereof and/or by presenting this Bill of Lading to obtain delivery of the Goods herein and/or otherwise, the endorsee/holder/transferee and the Carrier agree that the holder/endorsee/transferee thereupon become a party to a contract of carriage with the carrier on the basis herein.

29) EXCEPTIONS CLAUSE.

Carrier shall not be liable for any loss, damage, delay or failure in performance hereunder occurring at any time including before loading on or after discharge from the Vessel or during any voyage, arising or resulting from the happening and/or threat and/or after effects of one or more of the following acts of God, act of war, force majeure, quarantine restrictions, embargo, acts of public enemies, thieves, pirates, assailing thieves, hijacking, arrest or restraint of princes, rulers or people, seizure under legal process, act or omission of Shipper, its agent or representative, strikes or lock-outs or stoppage or restraint of labor from whatever cause, partial or general, riots or civil commotions, fire or latent defect.

30) APPLICABLE LAW.

This Bill of Lading, the contract contained in and/or evidenced hereby, and the rights and obligations of all parties concerned in connection with the carriage of the Goods hereunder shall be governed by and construed in accordance with Bahamian law and any and all claims, suits, proceedings or disputes howsoever arising in connection with such Bill of Lading, contract, rights and obligations shall be determined in accordance with Bahamian law.

If the carriage of Goods hereunder is foreign trade to, from or through a port in the United States or if COGSA shall for any reason whatsoever apply compulsorily to the carriage of the Goods hereunder then this Bill of Lading, the contract contained in and/or evidenced hereby, and the rights and obligations of all parties concerned in connection with the carriage of the Goods hereunder shall be governed by and construed in accordance with United States law and all claims, suits, proceedings or disputes howsoever arising in connection with such Bill of Lading, contract, rights and obligations shall be determined in accordance with United States law.

31) PERSONAL DATA PROTECTION.

The parties agree to fully comply with the Bahamas Data Protection (Privacy of Personal Information) Act, 2003 (DPA 2003), administered by the Office of the Data Protection Commissioner, and be bound by the terms available at https://www.ivadellshipping.com/framework under which the Merchant is the “data controller” and the Carrier is the “data processor” in respect of any personal data provided by the Merchant to the Carrier for the contract of carriage. The Merchant (i) authorizes the Carrier to process any personal data provided to the Carrier or which is made available to the Carrier by the Merchant for the purposes of providing service under this contract of carriage and for other purposes including transferring personal data to competent bodies, courts or regulatory authorities, as may be requested; (ii) acknowledges and agrees that the Carrier may transfer the personal data to its affiliates, employees, agents, delegates, sub-processors or competent authorities and to a country outside of the Bahamas and the United States in accordance with such latest applicable Standard Contractual Clauses as set out in the Framework and/or other available data transfer solutions.

32) DEMURRAGE AND DETENTION.

(a) This Clause applies to all demurrage and detention charges, including per diem charges, assessed by the Carrier in respect of the use of marine terminal space or shipping Containers in connection with cargo moving to or from a port in the United States of America. It prevails over any inconsistent provision of this Bill of Lading. Terms used in this Clause have the meanings given to them in 46 C.F.R. § 541.3.

(b) The Carrier will issue any demurrage or detention invoice within thirty (30) calendar days from the date on which the charge was last incurred, in accordance with 46 C.F.R. § 541.7.

(c) Each demurrage or detention invoice will contain the minimum information required by 46 C.F.R. § 541.6, including the bill of lading number, the container number, the date and place of the charge's commencement and cessation, the start and end of free time, the applicable rate schedule, the invoice date, the invoice due date and the identity of the billing party, together with the certifications required by that section that the charges are consistent with the Commission's rules including 46 C.F.R. § 545.5 and that the Carrier's own performance did not cause or contribute to the underlying charge.

(d) A demurrage or detention invoice will be issued only to a person to whom such an invoice may properly be issued under 46 C.F.R. § 541.4, namely the person for whose account the Carrier provided ocean transportation or storage of cargo and who contracted with the Carrier for it, or the consignee. The Carrier will not issue an invoice for the same charge to more than one such person and will not issue such an invoice to any other person. Notwithstanding Clause 6(1), Clause 15(4) and Clause 19(4), no person other than the person properly invoiced under this sub-clause is liable to the Carrier for a demurrage or detention charge.

(e) The billed party may contest a demurrage or detention charge by written notice to the Carrier, sent by electronic mail to **compliance@ivadellshipping.com** or by post to the address given in Clause 37, within thirty (30) calendar days of the invoice issuance date. The notice should identify the invoice number, the container number and the bill of lading number, and state the grounds on which the charge is contested. The Carrier will acknowledge receipt and will attempt to resolve the dispute within thirty (30) calendar days of the charge being contested, in accordance with 46 C.F.R. § 541.8.

(f) Notwithstanding Clause 15(1), the prohibition on offset, counterclaim and deduction does not apply to any demurrage or detention charge which the billed party is not required to pay by operation of 46 C.F.R. § 541.5 or § 541.7.

(g) Nothing in this Clause obliges the Carrier to invoice demurrage or detention, and no failure to invoice shall be construed as a waiver of free time or of any other charge properly due under the Carrier's tariff.

33) ORDER OF PRECEDENCE.

(a) Where the Goods move under a service contract filed with the Federal Maritime Commission pursuant to 46 U.S.C. § 40502 and 46 C.F.R. part 530, the terms of that service contract govern and, to the extent of any inconsistency, prevail over the Carrier's tariff and over this Bill of Lading. The service contract number, if any, is stated on the face hereof.

(b) Where the Goods do not move under such a service contract, the order of precedence for carriage to, from or through a port in the United States of America is: first, the Carrier's published tariff; second, this Bill of Lading.

(c) Where the Goods are bulk cargo excepted from the service contract filing requirements by 46 C.F.R. § 530.13(a), the written agreement between the Carrier and the shipper governs and prevails over this Bill of Lading to the extent of any inconsistency.

(d) Clause 3 and Clause 21 are subject to this Clause. Nothing in this Bill of Lading shall be construed as providing service otherwise than in accordance with the rates, charges, classifications, rules and practices contained in the Carrier's published tariff or in an applicable service contract.

34) CARGO INSURANCE.

The Carrier does not insure the Goods, and no policy of insurance maintained by the Carrier responds to loss of or damage to the Goods. The freight and charges payable under this Bill of Lading do not include, and are not consideration for, any insurance of the Goods.

The Merchant is solely responsible for arranging and maintaining marine cargo insurance in respect of the Goods for their full value and for the whole of the carriage, and warrants that it has either done so or has knowingly declined to do so and has executed the Carrier's cargo insurance declination form.

No statement, quotation, booking confirmation or other communication by the Carrier or by any servant, agent or sub-contractor of the Carrier shall be construed as a representation that the Goods are or will be insured by the Carrier or that the Carrier's insurances afford any benefit to the Merchant. The limits of liability in Clauses 4, 19, 23 and 24 are not a substitute for cargo insurance.

35) UNITED STATES MANIFEST AND SECURITY FILINGS.

(a) The Merchant shall furnish the Carrier with complete and accurate particulars of the Goods, the shipper, the consignee, the notify party and all other parties, in the form and by the documentation cut-off time stated in the Carrier's tariff, so as to enable the Carrier to make the advance electronic cargo declarations required of it by 19 C.F.R. §§ 4.7 and 4.7a.

(b) The Merchant acknowledges that the Importer Security Filing required by 19 C.F.R. part 149 in respect of Goods arriving in the United States of America by vessel is the obligation of the importer of record or its authorised agent and not of the Carrier, and that the Carrier gives no undertaking to make, review or verify that filing.

(c) Where the Goods are of a dangerous, inflammable or radioactive nature, the Merchant shall furnish a dangerous goods declaration complying with the International Maritime Dangerous Goods Code and, where applicable, 49 C.F.R. parts 171 to 180, in addition to the written notice required by Clause 9(1).

(d) The Merchant shall indemnify the Carrier against all penalties, liquidated damages, holds, examination costs, storage, demurrage and other expense arising from any failure, inaccuracy, incompleteness or delay in the particulars, declarations or filings referred to in this Clause.

36) SANCTIONS AND TRADE CONTROLS.

The Merchant warrants that neither it, nor any party named on the face hereof, nor any beneficial owner of the Goods, nor the Goods themselves, nor their origin or destination, is the subject of or otherwise blocked by any sanction, designation, embargo or export control administered by the United States of America, the Commonwealth of The Bahamas, the United Nations, the European Union or the United Kingdom, and that performance of this contract will not cause the Carrier, the Vessel or any of the Carrier's insurers, bankers or sub-contractors to breach any such measure.

If at any time before or during the carriage the Carrier reasonably determines that performance would or might expose it to any such measure, the Carrier may without liability decline to receive the Goods, discontinue the carriage, discharge, detain, return or dispose of the Goods at any place, or comply with any direction of a competent authority, and Clause 17 shall apply. All freight and charges shall remain fully earned and payable and the Merchant shall indemnify the Carrier against all resulting loss, cost, penalty, fine and expense.

37) NOTICES, CLAIMS AND CONTACT.

Any notice of loss or damage under Clause 26, any claim, and any notice contesting a demurrage or detention charge under Clause 32(e), shall be given in writing to the Carrier at: Ivadell's Shipping Company Ltd, Attention: Director (U.S. Operations), 950 Eller Drive, Fort Lauderdale, Florida 33316, United States of America. Notice may also be given by electronic mail to **compliance@ivadellshipping.com**. The Carrier's compliance telephone line is **+1 (954) 882-5036**. Notice to any other address, or to any servant, agent or sub-contractor of the Carrier, shall not constitute notice to the Carrier for the purposes of this Bill of Lading.

The address given above is the Carrier's address for the presentation of cargo claims in the United States. It is not, and shall not be taken as, the designation of a legal agent for the receipt of judicial or administrative process, which is separately notified in the Carrier's tariff and in its filings with the Florida Department of State.

ATTESTATION AND SIGNATURE

IN WITNESS WHEREOF the number of original Bills of Lading stated on the face hereof has been signed, one of which being accomplished the others to stand void. Where the Bill of Lading is issued as a non-negotiable sea waybill, delivery shall be made to the named consignee upon proof of identity and without surrender of an original. The Carrier certifies that these terms and conditions, together with the face of this Bill of Lading, constitute the sample bill of lading filed in the Carrier's published tariff pursuant to 46 C.F.R. § 520.4(a)(5), and that all information contained therein is true and accurate.

Signed for and on behalf of the Carrier	Signed for and on behalf of the Merchant
________________________________ For Ivadell's Shipping Company Ltd As Carrier / As Agent for the Carrier Name and title: ____________________ Date: ______________	________________________________ Name: ____________________________ Title: _____________________________ Company: __________________________ Date: ______________