

Bill of Lading

EXPRESS

Bill of Lading for combined transport
and port to port shipment

CCL

SHIPPER

ELEKTROMOTOREN UND GERAETEBAU BARLEBEN GMBH
OTTO-VON-GUERICKE-ALLEE 12
39179 BARLEBEN
GERMANY

Cargo Container Line Ltd.

B. L. N°
HAMS25564148

N° OF ORIGINALS
0 (ZERO)

CONSIGNEE (if «To Order» please indicate)

NISKO ARDAN LTD ARDAN TRANSFORMERS
10 HASADNA STREET
TZIPORIT INDUSTRIAL ZONE NOF HAGALIL
1789024 YOKNEAM
ISRAEL

COUNTRY AND POINT OF ORIGIN
GERMANY

FORWARDING AGENT (Name and address - References)
GEODIS FF GERMANY GMBH & CO. KG
HAMMERBROOKSTRASSE 89
HAMMERBROOK
20097 HAMBURG
GERMANY

Phone: +49 40 30120 Fax: +49 40 30121342

NOTIFY PARTY (No claim shall attach for failure to notify)
SAME AS CONSIGNEE

FOR DELIVERY APPLY TO:
CUSTOMS CLEARERS & TRANSPORTERS AMIT LTD
AMIT BUILDING, AIRPORT CITY
BEN GURION AIRPORT
7019900 TEL AVIV-YAFO
ISRAEL

Phone: +972 3-972-0000 Fax:

PRECARRIAGE

PLACE OF RECEIPT
HAMBURG, GERMANY

VESSEL

ZIM AMERICA / 33E

PORT OF LOADING
HAMBURG, GERMANY

PORT OF DISCHARGE

HAIFA, ISRAEL

PLACE OF DELIVERY
HAIFA, ISRAEL

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF GOODS	GROSS WEIGHT (KGS)	MEASUREMENT
ELEKTROMOTOREN UND GERAETEBAU BARLEBEN GMBH	1 Pallet(s)	Shipment No: SHAMS564148 electrical switch; trade name Buchholz relay	136 KG	0.912 M3
NISKO ARDAN LTD ARDAN TRANSFORMERS		Invoice No: B25091463 HS Codes: 85365080		
Container Seals MSDU5490359 B012866	Type 40HC	Weight 136 KG	Volume 0.912 M3	Packages 1 PLT
1 PLT	136 KG	0.912 M3		Mode Temp CFS/CFS

FREIGHT COLLECT

Express Bill of Lading

MRN: 25DE738063840950B0

ABOVE PARTICULARS AS DECLARED BY SHIPPER

TEMPERATURE CONTROL INSTRUCTIONS :
FREIGHT CHARGES PAYABLE AT :
BY

Excess Value Declaration :

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

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

In WITNESS where of the original Bill of Lading all of this tenor and date have been signed in the number stated above one of which being accomplished the other(s) to be void.

Place and date of issue : HAMBURG, GERMANY 04-Aug-25

As Agent :

GEODIS FF GERMANY GMBH CO KG

OCEAN FREIGHT AND CHARGES Rates, weight and/or measurements subject to correction	PREPAID	COLLECT
Ocean Freight		
On carriage Charges		
TOTAL		

Signed as agent and on behalf of the carrier : **Cargo Container Line Ltd.**

1 DEFINITIONS

"Carrier" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, warehousing and handling of the goods.
"Carrier" means [Cargo Container Line Ltd.] on whose behalf this Bill of Lading has been signed.
"Charger" includes freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.
"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
"Combined Transport" arises where an address (and not just the name of a Port) is indicated as the Place of Receipt and/or the Place of Delivery on the face of this bill of lading in the relevant spaces.
"Consignee" means the party named as Consignee on the face of this bill of lading in the relevant space.
"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidation shall be construed accordingly.
"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.
"Goods" means the whole or any part of the cargo received by the Carrier from the Shipper and includes any packing or any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).
"Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to bills of lading signed at Brussels on 25th August 1924.
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules.)
"Holder" means any Person for the time being in lawful possession of, or lawfully entitled to possession of, this bill of lading to or in whom rights of suit and/or liability under this bill of lading have been lawfully transferred or vested.
"Indemnity" includes defense, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents or Sub-Contractors.
"Merchant" includes the Shipper, the Consignee, the receiver of the Goods, the Holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, any Person acting on behalf of any of the above mentioned Persons.
"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package.
"Person" includes an individual, corporation or other legal entity.

"Port-to-Port Shipment" arises if the Carriage is not Combined Transport.
"SOLAS" means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the Guidelines regarding the verified gross mass of a container carrying cargo (MSC/I.Circ.1475) published by the International Maritime Organization, as amended from time to time.
"Sub-Contractor" includes, but is not limited to, owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractor employed by the Carrier in performance of the Carriage and any direct or indirect subcontractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.
"Terminal Operators" means any persons who provide port storage or handling services.
"Terms and Conditions" means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties herein.
"Vessel" means any waterborn craft used in the Carriage under this bill of lading including but not limited to a feeder vessel or ocean vessel.

2 CARRIER'S TARIFF

The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.

3 WARRANTY

The Merchant warrants that:

(A) in agreeing to the Terms and Conditions hereof he is or the agent of and has the authority of the Person owing or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading; and
(B) the description and particulars of the Goods and the marks, numbers, quantity and weight as set out on the face of this bill of lading (including those required to be provided by or on behalf of the Merchant under clause 7(5) below) have been verified by the Merchant on receipt of this bill of lading as reflecting the information provided by it or on its behalf to the Carrier and are complete and accurate.

4 NEGOTIABILITY AND TITLE TO THE GOODS

(1) This bill of lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the Holder shall be entitled to receive or to transfer the Goods herein described.

(2) This bill of lading shall be prima facie evidence of the loading in charge by the Carrier of the Goods as herein described. However proof to the contrary shall not be admissible when this bill of lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in law, by virtue of negligence, breach of express or implied warranty or otherwise and the claim or allegation should not result in any action or proceeding against the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefiting the Carrier including clause 20 hereof, the jurisdiction and law clause, as if such Terms and Conditions (including Clause 20 hereof) were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Vessels shall to this extent be or deemed to be parties to this contract. Without prejudice to the generality of the foregoing, if the Carriage is Port to Port, Terminal Operators shall have the benefit of all provisions herein benefiting the Carrier, including the exceptions and limitations set out in clause 6(1) and 6(3) hereof, in relation to any port storage or handling services provided whether before loading or after discharge and regardless of whether the Carrier's responsibility for the Goods has yet to commence or has ceased.

(3) The Merchant shall indemnify the Carrier against:

(A) any claim or liability (or any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this bill of lading; and
(B) the consequences of (i) any delay in the provision of gross mass information which is to be provided by or on behalf of the Merchant under clause 7(5) below and/or (ii) any such information being inaccurate or incomplete.

(4) The defences and limits of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.

6 CARRIER'S RESPONSIBILITY

(1) PORT TO PORT CONTRACT

(A) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring during the time of loading at the Port of Loading and the time of discharge at the Port of Delivery shall be determined in accordance with any national law making the Hague Rules, Hague-Visby Rules, COGSA or any other rules compulsorily applicable to this bill of lading or in any other case in accordance with the Hague Rules Article 1-8 inclusive (excluding Article 3 rule 8) only.

(B) The Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howeversoever caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, COGSA or any other rules as applied by Clause 6(1)(A) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

(C) If COGSA applies then the provisions stated in COGSA shall govern the Carrier's liability throughout the Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the container yard, freight station or area immediately adjacent to the sea terminal before loading onto the vessel or after discharge there from as the case may be. Where the Merchant requests the Carrier to procure Carriage by an inland Carrier in the United States of America, such carriage shall be provided by the Carrier as agent only to the Merchant and such carriage shall be subject to the inland Carrier's contract terms. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 6(2) hereof.

(D) If the Goods are discharged at a Port other than the Port of Discharge or (save in the United States of America) at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this bill of lading as the Port of Discharge or Place of Delivery.

(2) COMBINED TRANSPORT

Saves as is otherwise provided in this bill of lading, the Carrier shall be liable for loss or damage to the Goods occurring from the time when he receives the Goods into his charge until the time of delivery of the extent set out below:

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Merchant: (1) The Carrier shall be relieved from liability where such loss or damage was caused by:

(a) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Sub-Contractor;
(b) compliance with the instructions of a Person entitled to give them;
(c) the lack or insufficiency of or defective condition of packing of the case of Goods which, by their nature are liable to wastage or to be damaged when not packed or when not properly packed;
(d) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
(e) inherent vice of the Goods;
(f) strike or lock outs or stoppages or restraints of labour from whatsoever causes whether partial or general;
(g) fire, unless caused by the actual fault or privity of the Carrier, for which the Merchant shall have the burden of proof;
(h) a nuclear incident;

(i) any cause or event which the Carrier could not avoid as a consequence whereof he could not prevent by the exercise of reasonable diligence.

(2) The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6(2)(A)(i) will rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 6(2)(A)(i), (d) or (e), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(B) Where the stage of Carriage where the loss or damage occurred can be proved by the Merchant:

(1) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country, which provisions:

(a) Cannot be departed from by private contract to the detriment of the Merchant, and

(b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(2) Where 6(2)(B)(1) above does not apply, any liability of the Carrier shall be determined by 6(1) if the loss or damage occurred during a sea leg or by 6(2)(A) in all other cases.

(3) GENERAL PROVISIONS

(a) Compensation

Subject to the Carrier's right to limit liability as provided for within this bill of lading, the Carrier's liability shall be calculated by reference to the FOB/CFR/CA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered.

(B) Package or Shipping Unit Limitation

(i) Where the Hague Rules, Hague-Visby rules, COGSA or any other rules apply under this Bill of Lading by national law or pursuant to Clause 6(2)(B)(1) the Carrier's liability shall in no event exceed the amounts provided in the applicable national law or in the law thereby made applicable.

(ii) If only the Hague Rules Articles 1-8 (excluding Article 3, Rule 8) apply according to Clause 6(1), Clause 6(1)(B) or Clause 6(2)(B)(2) then the Carrier's maximum liability shall in no event exceed US\$500 per package or unit.

(iii) Where Carriage includes Carriage to, from or through a port in the United States of America and COGSA applies pursuant to Clause 6(1)(A) or 6(2)(B)(1) neither the Carrier nor the Vessel shall be liable for any loss or damage to or in connection with the Carriage of the Goods in an amount exceeding US\$5300 per Package or Container from the time of loading until delivery to the Merchant or to any other carrier or consignee. The Carrier shall not be liable for the limitation of liability of US\$2.00 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.

(C) Ad Valorem Declared Value of Package or Shipping Unit

The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this bill of lading in the space provided, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(D) Delay, Consequential Loss

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

(E) Notice of Loss or Damage

The Carrier shall be deemed prime facie to have delivered the Goods as described in this bill of lading unless notice of loss, or damage to, the Goods, indicating the general nature of such lost or damage, and a note have been given to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under or at the time of, if the loss or damage is not apparent, within three consecutive days thereafter.

(F) Time-bar

The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless it suit brought in the proper form and written notice thereof received by the Carrier: (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

7 MERCHANTS RESPONSIBILITY

(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars included, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(2) The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generally of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage, saving regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4) No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:

(a) the Carrier's express consent in writing; and
(b) the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable and/or dangerous nature, the same may at any time be unloaded, destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

(5) The Merchant shall provide the Carrier with the total gross mass (established using calibrated and certified equipment) of each packed Container (FCL) or each package of Goods (LCL) carried pursuant to this bill of lading in accordance with SOLAS and within the deadlines established by the Carrier. The Merchant acknowledges and agrees that the Carrier will rely on the accuracy and timeliness of such gross mass information and use such information to comply with its obligations to Sub-contractors in accordance with SOLAS.

(6) In the event that the Carrier is unable to verify the verified gross mass information provided by or on behalf of the Merchant to be inaccurate or incomplete, the Carrier may, at its discretion, (a) establish the total gross mass at the Merchant's cost using calibrated and certified equipment of each packed Container (FCL) or each package of Goods (LCL) carried pursuant to this bill of lading in accordance with SOLAS and the deadlines established by the Carrier shall continue to apply; and (b) without notice and without liability to the Merchant (i) refuse to load the Goods, or (ii) if loaded, arrange at the Merchant's risk and expense for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this bill of lading, the Carrier in such circumstances being released from all obligations and liabilities in respect of the carriage of the Goods. In the event that the Goods are carried to destination, the Merchant shall indemnify the Carrier against any and all expense, cost, loss, damage, claim or liability which may arise as a consequence of any non-compliance by the Merchant of clause 7(5) or of the gross mass information provided being inaccurate or incomplete.

(7) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) and/or the Goods or any other article or object in the care of the Carrier, save that the Merchant shall not be liable for the loss, damage or delay resulting from the negligence of the Carrier or his servants, agents or Sub-Contractors.

(8) The Merchant shall indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any claim in connection with the Goods for which the Carrier is not responsible.

(9) CONTAINERS

(1) Goods may be consolidated by the Carrier or on Containers and Goods may be consolidated with other Goods.

(2) The terms of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a Container has been consolidated by or on behalf of the Merchant:

(a) The Carrier shall not be liable for loss or damage to the Goods;

(b) caused by the manner in which the Container has been stacked;

(c) caused by the unsuitability of the Container for carriage in Container actually used;

(d) caused by the unsuitability or defective condition of the Container actually used provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (ii) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stacked;

(iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

(B) The Merchant shall indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by Clause 8(3)(A) above.

(C) Where the Carrier is instructed to provide a Container, in the absence of a written request contrary accepted by the Carrier, the Carrier is not under any obligation to provide a Container of any particular type or quality.

(10) TEMPERATURE CONTROLLED CARGO

(1) The Merchant shall not be liable to the Carrier for damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(2) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(3) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(4) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(5) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(6) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(7) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(8) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(9) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(10) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(11) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(12) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(13) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(14) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(15) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(16) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(17) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(18) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(19) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(20) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(21) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(22) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(23) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(24) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(25) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(26) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(27) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(28) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(29) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(30) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(31) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(32) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(33) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(34) The Merchant shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(35) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, damage, breakdown, stoppage or failure of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.</p