GREAT WHITE FLEET CORP.

INTERNATIONAL BILL OF LADING

SHIPPER (COMPLETE NAME AND ADDRESS) FRITO LAY KILLINGLY PLANT 1886 UPPER MAPLE ST DAYVILLE 06241 UNITED STATES T: +860-412-1063 EMAIL: RSEVERINO@AXIOMWWL.COM			L	BOOKING NO. USÄ052982 FORWARDER / SHIPPER REFERENCE NO.		
CONSIGNEE (COMPLETE N	AME AND AE	DDRESS)		FORWARDER AXIOM WORLDWIDE LOG	GISTIX INC	
SÄBRITÄS Y S EN C DE CV CALLE EL PROGRESO FINCA SANTA ELENA LOT 13 14 15 ANTIGÜO CUSCATLÄN EL SAI T: +503-2278-1633 EMAIL: WALTER. CHAJON@PEPSICO.COM			3200 OLYMPUS BLVD SUITE 200 DALLAS UNITED STATES T: +1-469-2424400 F: EMAIL: RSEVERINO@AXIOMWWL . COM			
				POINT AND COUNTRY OF USDLK	ORIGIN	
NOTIFY PARTY (COMPLETE SABRITÄS y CIA S EN C DE CV CALLE EL PROGRESO FINCA SA T: +503-2278-1633 EMAIL: WA	nta elena lo	T 13 14 15 ANTICÜO CUSCATLÄN EL SALV		EXPORT INSTRUCTIONS EXPRESS/TELEX RELEASE	ALONG THE POST OF	
INITIAL CARRIAGE BY (MO	DE)	PLACE OF RECEIPT* DÄYVILLE, CT, US		SERVICE CONTRACT NUMBER 20211039		
VESSEL /VOYAGE		PORT OF LOADING		LOADING PIER/TERMINA	L	
CHIQUITA DREAM/OII/S		WILMINGTON (PORT) , DE, US		,		
PORT OF DISCHARGE		PLACE OF DELIVERY*	-	TYPE OF MOVE (IF.MIXED),USE DESCRIPTION OF GOODS BLOCK)	
PUERTO BARRIOS (PORT)	ST	LIBERTÄD, SV		DOOR / DOOR \		
CARRIERIS RECEIRT		DARTICH ARC FURNISHED BY SHIPP	DED CARRIED	NOT DESPONSIBLE	3	
CARRIER'S RECEIPT MARKS CONTAINER NOS	NO.OF PKGS.	PARTICULARS FURNISHED BY SHIPP		NOT RESPONSIBLE	GROSS WEIGHT MEASURE	
	2	1 X 40' STANDARD NON-OP		REEFER CON	10501. OCO KGS	
EE-32194 / 2134 06	1.7	SAID TO CONTAIN	53	- Commence	23151.000 LBS	
		TOTAL :1212 CARTONS FOODSTUFFS, NON-REFRIGE	A TIGHT A	land.		
CBFU3605319		"PRODUCTOS ALIMENTICIOS		ALCEBADOS"		
SS: 04458437		PRODUCTOS ALIMENTICIOS	, No Justi	VIGERADOS.		
		1 X 40' HIGH CUBE NON-O	PERATING	REEFER		
		CONTAINER				
EE-32193 / 2134		SAID TO CONTAIN				
05		TOTAL : 1737 CARTONS				
TEMU9809579		FOODSTUFFS, NON-REFRIGE				
SS: 04458974		"PRODUCTOS ALIMENTICIOS	NO REFF	RIGERADOS"		
	177		S 69.000 32.000	NTAINER		
(1)	1	AES X20211013229351				
9		OTAL NUMBER OF CARTONS FOTAL CARGO WEIGHT: 10501. 000	2949 0 KGS			
		CONTAINER SUMMÄRY	-			
		1 X 40 ' HIGH CUBE NON	N-OPERATIN	G REEFER		
DECLARED VALUE \$			TI	EMPERATURE SET POINT	-	
		(SEE CLAUSE 19 ON THE REVERSE SIDE OF				
		THIS BILL OF LADING).				
FREIGHT					od order and condition (unless otherwise noted). the ts set forth under the Carrier's Receipt above,to be	
BUNKER ADJUSTMEN BAF 625 .00 c CENTRAL AMERICA CAS 150.00 c			transported he	reunder to the Place of Delivery	named herein (or, if not So named, to the port of	
			Discharge named herein) to the Consignee, holder Of this Bill of Lading, or on-carrier. Such transport is subject to the terms and conditions on both sides of this of Lading and to the terms and conditions of			
OCEAN FREIGHT ORR 1711.00 US SECURITY SURC USS 290 . 00 c					onnection with such transport(including, it applicable, ting this Bill of Lading agrees to be bound by all such	
ON - CARR IAGE ONC		800 00 c	terms and cond	litions.		
ON - CARRIAGE ONC 800 . 00 c PRE - CARRIAGE PRE 1100 . 00 c					his Bill of Lading but contains particulars furnished by ription, weight and measurement of the goods said by	
EL SALVADOR TAX Err 257 . 18 c			the Shipper to	be contained in the shipment) , a	and the Carrier has no knowledge of and makes no re	
TOTAL COLLECT USD	4933 .	1			in The front Shi o?this er•s Memorandum	
1555 / 25			¥0 the extent that the definition of "package" on the Bill of Lading contradicts or conflicts with the definition of "package" on the back Of the Bill of Lading (i,e., terms and conditions), the latter shall supersede and prevail over the former.			

*Applicable Where place Of receipt or delrvery from port Of or Bill ding Terms and Conditions may be accessed aww.GreatWhitene*t.c0m

14/10/2021

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GWF B/L TERMS AND CONDITIONS:

IN ACCEPTING THIS BILL OF LADING. rhe Merchant and the owners of the goods (herein collectively the •Merthant•) agree, as if signed by them. to be bound by all stipulations, exceptions, and conditions Stated herein Whether written. printed, stamped o' incorporated on the face and back hereof, Which shall govern the relations that may be between the Merchant and Carrier, its agents. contractors. employees, master and Vessel,

VESSEL; ON BOARD. VESSEL the naming of Bill Of Lading shall be for convenience only. The vessel named may not be vessel Which transports the Shipment Covere by this Bill Of Lading; CNBOARD a of lading may be endorsed With the on board any Of transport to ship the goods.

2. DETRITIONS. (a) CARVER means Great White fleet the Vessel and the Vessels owner, O'rator and mastern (b) MERCHANT means the Shipper, Consignee. Receiver, any holder Of this Silt Of Lading, the Of the Shipment, and anyone entity det 0 the Shipment. NOTIFY PARTY means the person to whom the Carrier rotice Of the Shipment but the Carrier's shall not be liable fog failure to giVe such party notice: (d) VESSEL means the vessel named On the Sade Of thi Sill or Agray any statute watercraft on which the Shipments carned during Ocean arriage, SHIPMENT means the entirety of the packages, cargoo and goods on the other "of this Sill Of Lading any attachment hereto) and the Owner for transport under this Of Lading (including the unless prowded by the Carrier) fill OCMANIER means of the rifigenated or tank container or trailer used to stow consolidate good. Igl INLAND CARRIER any inland trucker, bargeman, d'aytnan, railroad hauler, and/or any other person employed to transport the Shipment between the Vessel and Intenor Point; (b) INTENOR POINt means any place Of receipt in dig/or delivery 0t the Shipment other than the at which the Ocean the Shipment beginn ends; INTENOR ALT TRANSPORT TR

this Sill of Lading to pick up and/or deliver a Shipment from the Interior Merchant Point; 0' the h) Inland OCEAN CARRIAGE dt the means the transport of or portion until the of delivery the transport of the of Shipment the Shipment to the Merchant commending theat the point at "hith the Carrier receives the Shipment at the Vessel's port of I' he term -apparent good order and condition" When used in this Of Lading; with to steel metal products does not mean that the pods. When received by the were tree or morsture; With reference warps. Chaffing, to lumber. Limber or Other Witting, wood with products reference to not vehicles mean that will the hicruluses; wds, when by the tarm dutomabiles. Lrucks. milling stocks. Tractors and machinery means that the vehicles have no outstanding retails but does not mean that the good's Bien received by the were free "ons sratches, beloes, or Cuts, With reference to cotton or cotton product' does not mean that when by the Carnet, the that there Was damage resulting

	the tondItjon	the	requests.	"to be Issued omitting the above dehrution and setting forth any notations		otations	
	appear the	receipts or	document.				
CARRIER'S TARIFF.	It any	contract	tariff	applcableheretc. all te	etrnsof	tontract and/or the	tantt are
incorporated here	in and the to.ll rights,	benefits and	under	all	from	contdir,ed	servile contract
or	Ifany term (s) any	(ontratt	tariff	cf Lading, the 8111 Ot	lading shall prevall_		

4. CLAUSE PARAMOUNT. Oung Ocean carrige, this of Lading ind the tamer's liability and obligations while acting in any capacity whatsoever, induding not limited to tuner, baile, agent supplier Container, shall by the United States Carriage of Goods by Sea Act, lift is a djudged that other religistations imiliar to the International Convenuon of 1924.5 mended the Hague Rules) compulsorily applies to the Shipment during Ocean Carriage, this Of Ladinys shall have effect to the ore of the pro-avons at "ach legislation, wham shall be deemed to be inurponted Mereln't the uterg 'ompulsonly requ'ed, (b) Where the has possession Mid custody the ore goduring any time other than the Ocean Carriage, Carrierg tidality shall he governed by amended by this Bill of Lading except Mith respect to road and mill transit between countries in Where the Camef. liability Will be determined according to the Convention on the Contract f.' the International Carriage of Goods by Road dated May 19. t 95b, and during rall catriage between (urope to the International Agreement an Raiway Transports (ClMI dated February 25, 961).

S. DESCRIPTION, NATURE AND OWNERSHIP OF SHIPMENT. (a) The and particulars of the Shipment have been furnished by the and the warrants to the Ca rrier that the description and particulars including but not limited to the weight, quantity, measurement. contents, marks, numbers, seal number and ate and that the Shipment fit or the transpott in all and Gut be sately cawed to people, other property; (b) It the Shipment is described *aid too 'Shipper's load, Stow and the Merchant acknowledges that the makes no representation as to the accuracy Of the description, that the Carrier may not have other means to verify the weight and/or contents af a (ontainenuppied by the that it may otherwise be for the Carrier to determine the accuracy of the Merchant's description. The Merchant wardnist that it is the owner ent'tled to possession of the Shipment doescribed herein, or that the Merchant has the authority of the owner and all who are entitled to possession of the Shipment doescribed herein. Or that the Merchant warrants that the

Shipment no eafely transported a non, containe in compartment without special protective O'climatic unless the Merchant has given notice the and has the other full to stowage and he (e) the hereby wattantS that the Shapment liable to become dangerous. flammable, explosive, radioactive, to pr, perty or persons, otherwind citil in the Shipment is of such nature, the Merchant fully disclosed the nature of the Shipment has neceived the prior written consent the Camer to the Metchants delivening of the Shipment to the Omer ind the Shipment, the Contines and any Oth' Covering, and the markings thereon shall complet fully With all applicable law: if Merchant beaches of the waternites set forth in this clause, the Carrier shall. In addition to ill other neglists a taw or by contract, beat liberty or any ancluding but not limited to rejecting. fittiwrung and/or discharging the Shipment and/or rendening it and/or delivening *t to the Mechant it place other than stated on the other stdeof the Bill of Lading without on the part 't the Carnegor compensation to the Merchant, and the Merchant shall indemnify the Carrier for attorney fees. costs. Labilites. Losses and damage, Including but not limited to indirectand/or consequent idamages and/or any overhead costs incumed by the Carrier, inclosion such Shipment.

- 6. STOWAGE IN CONTAINERS BY CARRIER. the Merchant delivers a Shipment to the not endosed or stowed in a Container. the may stow the Shipmentinto a Container but if so stowtqd by the the Carrier may deliver the Shipment unstowed from the Container uNless otherwise agreed and noted on the other other containers.
- 7. STOWAGE IN CONTAINER BY MERCHANT. If the Merchant delivers the Shipment to the in a Container, the has duty to inspect or secure the Shipment Within the and the Shall no', be loss damage the Shipment because shifting, overloading or failure to properly package, stow secure the Shipment in the container the Merchant or the Metthand agent shall property seal by there with Merchant or its agents, shall carefully inspect and clean Container be fore them to insure they are suitable for its goods, Acceptance and packing of the Containers Shall be prima face evidence that the (entainen were sound, dean and for and relieve Carrier Of responsibility for any damage ta goods tamed resulting from the condition the Container used Celivening the Container to the the Merchant warrants that the Shipment Ingood and condition. It transport cere on weight and otherwise property packaged. stowed and

secured in the Container, and that the sound and seaworthy Notwithstand+ng the foregoing, the Carrier at time may, but is under no obligation to, inspect the Shipment ii. In the Carnets the Shipment improperly palsaged, stowed secured in respect, the reject discharge the Shipment any part the remaindet to destitution, require the Merchant for secure resolve the Shipment and/aft undertake sous and/f may of the foregoing and defoency in the or stawr;. In and/or in connection the count the Shipment, specific the condition the count the Shipment, and the Cattler shall not be responsible for the condition the count the Shipment,

8. PERISHABLE SHIP MENTS. Conta.ners With refingeration or not be furnished unless for on the front Of lading. If perishable Shipment requining Special temperature o' conditions is delivered to the Carnet not enclosed Ot stowed in refingerated Container, the responsibility Of the be to style "the Shipment in refingerated Compliance" to the Compliance of the Perish of the Compliance of th

CARRIER AFTER CC MPLETION TRANSPORT amer 'hailt have no spodage o' Other damage to the Shipment if the temperature maintained to within plus or minus 5 degrees Fahrenhet O'f the instructiOTU stated on the other side of this Bill O'l tading, in no event shall the Carrier be required to maintain temperature O'l less than minus 20 degrees Fahrenhet, When the Merchant supplies the Containage into Which a Shipment packed, the Merchant warrants that the Containe in glood Working lith e shall have no lability o' on except to monitor the Container's thermostate controls in With the instructions set on the otherside of this Sill ot Lading and to advise the Merchant oririshination or regularity, (iii) when omershall be under on obligation to inspect or rep. a'the Container but hall be liberty to undMake repairs, at the risks and e'pe l'e
O'l the lid undet no shall the Carnet be responsible the damage to the Shipment *rising out of a defect, malfunction and/or irrequianty of the Container anses out O'l causes for which the Carrier would otherwise be liable under this Bill O'l fading, (i) When the Camer supplies the Container into a Shipment then packed; (i) the carrier does not understate to deliver employ refrigerated Container to the Merchant any spedific then the liable for damage to the Shipment. It may read that detects, defrosting, stopping the refrigeration Other Insulation and/or Other apparatus of the and any Other pmidded the exerosed due diligence before releasing the empty to the Merchant The Cartier have no liability or obligation for USDA cold treatment or other governmental program unless noted on the front hereof and additional Freight is the Merchant aurowkedges and agrees that refrigerated containers are not dessend to cool freeze goods which have been loaded into the Continue at a temperature is higher than the Carriely temperature.

9. CONTAINERS SUPPLIED BY MERCHANT. 'a) The Camel allows a period Of free time for the use Of the Containers and Other equipment it supplies t' the Merchant pursuant to Tariffindiu as agents the Mercthini has the resp'n'bibil'ty the Container and ather equipment tad place nominated by

IN WITNESS WHEREOF, the Carrier has			signedoriginals Bills of Lading, all of the			
tenor and date	, and if one is accomplished					
DATED	SIGNATURE .	the others				
		shal		Directly,or Through		
			Whit Fleet	the		
	Mulle		On Behalf of			
_	VÄDOR, SV		Carrier Great Following			
	Agent.		_			
	NAME OF AGEN	Γ (IF ANY):				

SAN SA

end the tree time. Demurrage, per detention hetnme immediately due and payable by the Merchant thereafter atIDtfantewith the Tariff (b) The Merchant shall redeliver the container in dother equipment to the Carnet in order and condrivon, empty, dean and odor free shall be liable to inclinedmify Carter for any and all toots and expenses incurred elinstitum 'epib Ong Container and Jith other equipment not return und in the condition described above

10. MERCHANTS OBLIGATION TAKE DELIVERY, The Merchant warrants that it shall take delivery and custody of and receive the Shipmental destinationwithin the free time period the dino petud appliditle, days 't the delive' (ut the (a) of the Carner's duties liabilities for With the Shipment shall cease, damage, expense and liability in connection with the Shipment shall be the MerchantS and the Carrier' nay unload a supplied Container and/or exercise any of the Carrier's rights stated clause Of this Sill Of Lading.

I. STOWAGE ON DECK. A Shipment stowed in Containeby either the Merchant or the Camer may be med on dea but purposes, indudir, g general average. When a Shipment stowed in a Containet carried on deck, the Carner shall not required to notice the Merchant or note, once, of stamp a statement af the other vide of th's dill of any Luston to the home the condition on the contraction of the benefits of the Handson priliar theretos and the carried on deck but not stowed in and noted to be cattled on shall be carried the of the Sallo state of the Carner shall not required to the Merchant or the Carner shall be carried to the Merchant or the Carner shall be carried to the Merchant or the Carner shall be carried to the Merchant or the Carner shall be carried to the Merchant or the Carner shall be carried to the Carner shall be carried to

Lading for any simplement stowed in a Container on dea A shipment carred on deck out not stowed in a nan onceto de cated on is shall be carried the Utthe without any or liability on the part of the in connection With the Carraine of Stude Mish and the Carrainer of the Carrainer

12. Precion value travelses. Let W. line welf-claims standsupply one lecessary of winter to database the entire travelses but the Carmer liney, at the plant and rear line, weigh, and/or value all or any part of the Shipment. If the Carmer determines that the Mercidi and Stopping of the Shipment erroneous on any aspect, the may recalculate the total freight I and charges, and additional freight is payable. the Shipment, Merchart their principals be Jointly and severally liable and/or 'hentility farriM additional freight well all (it, its, [abilities penalt.e.', fines and expenses incurred the ennuning, weighing, measuring and valuing the Shipment and collecting the additional freight, charges and expenses. The Shipment and their principal's shall be jointly and severally liable alt openses, dues, impost. Icss. damage detention sustained and, fyr by and/or levied on the and/or the With

Shipment caused by the Shipment and/or the Merchants act and/or omission. and/or as result of any government and/or persons a (ting unde (010' of auth0'ity, and charges shall constitute additional "eight subject to all the tenns and conditions of this ill of Ladwing All freight, additional freight and charges due hereunder earned and payable in lui without discount, office or deduction upon delevely or the Shipment to stor not shipment to stor shipment to stor and and whether or not the transport is broken up abandoned The Carrier's hall have a hen an the Shipment all sub "eights for freight, dead freight, demurrage, additional freight, charges and all other amounts due hereunder and the Carrier may enforce lien by putilit private sale upon nicts to any party identified in the \$111 of Lading, [hi], survive delivery of the Shipment and payament the sums constituting the be enforced ainly and sevenily against the Shipment, the Merchant and their algaint any other property of the or their principals A freight forwarde' employed 0' contracted the Merchant be deemed an agen. of the Merchant and not the and any payment to a freight forwarder shall not extinguish the Merchant should put on until the funds are received by the The Merchant and their be jointly and liable to Carrier payment of freight, demurrage, average and Often charges due hereunder, without discount, together With court costs, express and reasonable attorney fees in charged any express and reasonable attorney fees in charged any expression.

SCOPE OF TRANSPORTS. ROUTES, DELAY. The Carrieshail have full liberty, within its sole discretion to undertake the under this Bill of Lading by any route, whether not it the most direct and may giocead, return stay at ind/of omit any pors whether included in route, whether or not usual or customary geographical rotation in a direction contrary to and beyond the port of destination bunkering, IOdding and/or discharging uf goods and/or passengers, maintenance of Vessel and/or repain... dry dock and/or for any Other purposi Of the and may the Shipment on board for an round the yovage The Carrier may undertake the transport by any vessel ind/or other means of transport, employ feeder ve.seb, consoldate. recoragin, transhin, lighter, dis charge, and/or store the Shipment entoute and/or forward the Shipment by any alternate conveyance The Vessel may With or without plots. It own and be towed. dewate to sae life, vessels and/or, other property in distress, and the Me'chant agrees that Girried af any of nghts herein shall not constitute an unreasonable deviation. The responshibity of the shall be limited to that part of the transport the Vessels under the Carnet's management and the Carnet shall be liable other part of the transport wen though the freight for the transport has been collected. The Carnet does not undertake that the Shipment shall at the port ofdschottee or place of at any particular mine to meet any particular market the Carrie's shall not be liable farany direct. Indirect and/or Consequential damages and/or damages caused by delay The tamer may only be labed the Shipment when it physical custody of the insome ports, the Thrirer of its agents may require the Merchant it use inland Carries to safeguard and/or transport the Camel's Containers these instances, the Merchant h' the opuon of unloading their trom the (ameri Container or agreeing to use the hiand (uner arranged by the Carrier or its agents. Should the Merchant agree to use the inland Carnet stanged by the Carrier its agents. Should the Merchant

- 14. MATTERS AFFECTING PERFORMANCE. Carnet. and owners, officers. directys. employees, attithates. subsidiaries, agents. and iontra ttors, shall not be liable anyway any IOSS. caused by att of I're. Toad, natural disaster, shallow water. weather. death, disease, apptehen. I on of war (whether detected or not), hossilities, act or threat of terrorism. act of foreign enemy, invasion. revolution, incurrection roup, incl, unrest, tammeral invaluable, Change of law, reput/Lion, tantf. governmental or restrictions or or curfew, quarartine, embargo, disturbance demand or direction by any person in or acting undet color of authority, requisition, saritary and simdar regulations or restrictions of or obstacles to or danger ta any waterway path of navigation, bio(kage of port or route to destinato.), congestion of port or wharfor terminal or any other place or path of transportation, strikes Orlockouts whether parbai general and whether invoyting employees Of the carrier and/or its or not, shortage or absence of to labor or discharge or delivery or handling of the Shipment unavailability of goods services, any other circumstances outside ot tames which napede tames 'performante, any other events animumstances which bene identified as a force maleure event and impede permane (each Of which is referred ta in this section Majeure Event.) Should any Force Maleute Event occur. the Carrier shall not be to be breath of this Bill of Ladingor ather agreement pertaining to the donat any and all Obligations Of thereunder shall extended by period of time equal to the period of "inteuption caused by such Force Majeure Event. Notwithstanding the Gregoring, and Whithin Carreds' discretion, if atany time the the Carrear the equipment and/or the performance this Bill of Ladingor ather agreement pertaining to the donate with expensional part of the period of the expensional part of the Shipment and part of the Shipme
- 15. SUBCONTRACTING; EXEMPTIONS AND IMMUNITIES. The Camer may engage agents and/ior independent contractors and their respective servants and agents any of its affiliates), on any terms, pettorm the carnage, loading, uploading, warehcus;ng, and any and all of duties. The Merchant agrees that any of the Camer's agents and/or independent contractors, including but not thin.ted to stevedores, longshoremen, terminal operators and Irland Canien, shall be entitled to all oserpnons, limitations, conditions, defersed ilimitations of liability and liberties to the Carrier is entitled under this Bill af and/or under law. Under no circumstances the Merchant the benefit the and arising under the With its agents, employees. Independent and the and its agents shall not be liable to the Merchant any Of the lamer's contract With Others. Further, Merchant agrees that the aggregate Of claims nude to Bill of Lading against the Carnet and/or any of the Carter's dgents independent Contractors in an ase exceed the limits provided in this Bill off.ding.
- 16. TRANSSHIPMENT; INTERMODAL TRANSPORT. In the of transshipment indio' delivery from and/or to an Interior the means of transpo'tation, and forward the Shipment to any contract of carriage, even if the terms of the of Lading of the Inland carrier and/or other Cramet contains defenses and/or not contained herein; 15) lift his Bill Lading requires the to Pick up and/or deliver interior borta, and the Carrier's ubcontracts the linkind portion of themsport the Ornes shall have the benefit of all limitativors. defenses etempt, one of the Inland but in shall the Carre be deprived or have liability greater than the terms and conditions of this Bill of Lading; 10) lift the Shipment is damaged and/or sustains is sad unang any portion of the transport other than the Ocean where the Me'hant unable to determine whether the loss and/og damage tock place during the Ocean the Curter shall have the benefit of all defenses and exemptions of the Carnet. but in no event shifl it he Carrel' of, or hast liability greater than the terms and conditions of this of Lading; if the Merchanti asyste he linking to Carrel are directly for transport to indoor troman Intelot point the Merchanti sole remedy shall be against the Inland Carrier, even where inland transport is arranged by the Cattler its agent.
- 17. BOTH TO BLAME COLLISION CLAUSE if the Vessel collision.stranding Other accident With another ship and/or Object result Of negligence of another ship object and any neglect at default of the Vessel. master, pilot, agent emplowees of the which the Carrier is not liable by statute, contract or otherwise, the Merchant undertakes indemnify the Carrier, fog itself and/or as trustee the owner and/or demise charterer of the Vessel, against all to." damages and ei Vines and/or against all liability to the othe ship and/or her owners insofar Mh loss and/or liability represents or and/or damage to, and/or any (2.m. whatsoever of the Metchant, paid and/ot payable by the other ship and/or her owners to the Merchant and set Ott, recouped and/or recovered against the and/or het and/or demise charterer and/or the fartier
- 18. GENERAL AVERAGE; NEW JASON CLAUSE; SALVAGE. average shall be in accordance with the Rules 1994 and the laws, customs and in in New An avenge agreement and a bondshall be required from the Merchant prior to delivery of the Shipment but, notwithstanding the foregoing, the Carbier right to contribution and the Merchant Solligation to rridke payment shall survive delivery, (b) in the event of accident, danger, damage and/or dis aster before after the commencement of the under this Bill of Lading, resulting from any cause w91 astoever, whether due to negligence or not. for Much and/or for the consequentes of which the Carrier is not responsible by statute, contract or otherwise, the Shipment and Merchant shall contribute with the Carrier in genetial average to the payment all any cartrh(e), loss and/or experse of general average that be made innarred and pay all and 'penal chares incurred in respell of the Shipment; if a salwing ship owned and/or operated by the Carrier, salvage ship plat duly as if the said salving thip ships belonged to strangers.

- 19. VALLATION: LIMIT OF LIABILITY. (a) lamer and its affiliates, and each of their 'espet(tive owners, officers, employees, agents, contractors, shareholdes, successors, and assigns, shall not be liable damages caused whole in part by Merchant including but not limited to those damages are 'sing from Merchant's negligentle, gross negligence, and/or institution, and/or institution, and/or institution, and Shall not be liddle in any event for in jours of amage to or inconnection with the Shipment, at any stage, in an amount extending pet Package that term its defined below), unless the alue of been dedared anglissered in the appropridit spate on other or slil lading and any required atar freight charge has been paid. The Merchant afinowedges this fair opporturity to change the Package limitation and agrees that in on event shall the Carrier's liability exceed the involved value including the cost of freight and insurance of the portion the Shipment damaged 10 For the purpose this section, the term defined as the utilized the respective pallets or have otherwise been utilized pallets untilize the cargo), whether or not the package(s) are supplied by the Carrier. Alternatively, inthe goods are of a larger sale (for example, unpacked unwared boats, and unpacked equipment) are not shipped packages (sufficintier example), then the term "Package's shall be defined as the "Height irrespective of the measurement unit employed in calculating freight tharges (or for the avoidance of doubt, Intermodal Transport. If the Shipment damaged and/or sustains loss during any portion of the tranvpOt other than the Ocean carriage, or where the Merchant unable to determine whethet the loss and/or damage place during the Ocean Carriage, the Cantifinet shall be deemed the package for the purposes of the 5511 per Padage
- 20. NOTICE Of LOSS OR DAMAGE; TIME FOR beginning to evidence that the Shipment was derivered in the same condition noted in this Lading, in any notice of loss for cancealed damage must be given no later than three business days after delivery by the Omer, and gmm_d as such notice is a condition precedent to maintaining any clara Middliff. Cause of Iction "gains: the "The Camer" be discharged from all liability in any capacity under this Bill of Lading and/or otherwise, whether in contract or in tort. for loss of and/or damage to the Shipment and/or any other property of the Merchant, unless suit brought within the shorter ut one year of the date in wn,1h the Stuarment unless than the calculation of the camer and the failure of the shorter of the

laws in the case of an intermodal Transport. Suit shall not have been deemed brought unless jurisdiction has been obtained we't the and valid segvice of process has been obtained on the analysis of the case of an intermodal Transport. Suit shall not have been deemed brought unless jurisdiction has been obtained we't the and valid segvice of process has been obtained we't the and valid segvice of process has been obtained we't the analysis of the case of an intermodal Transport. Suit shall not have been deemed brought unless jurisdiction has been obtained we't the and valid segvice of process has been obtained we't the analysis of the case of an intermodal Transport.

MERCHANTS LIABILITY AND INDEMNITY: the Merchant tads, omits and/or neglects to Mtil at perform any of its obligativis, responsibilities, warranties, duties and/or functions of whatever nature under Bill of I ading, including but not limited to the payment of freight and the accurate description of the goods. the Merchant and their pnnripals intently and to the tot and fully indemnity, detent and hold harmless and its affiliates, and their owners, officers, directors, employeu, representatives, shareholders, suvessors, and from, all losses, damages, expenses, fines, penalties, and/or assessments Of Wilatever nature, including but not to attorneys' fees and dissursements incurred in connection therewity.

22. JURISDICTION. With regard to any claims, controversies, disputes, and/or causes of cittion against Carner anding out of and/0 by reason of this Bill of Lading and/or the thereby tunnetion with the Shipment the rules set "Nith Merman(shall that attempt to settle the Dispute against the Carrier in good faith through direct discussions between the Merchant's representatives the If the Merchant unable to resolve its Dispute through the aforementioned required discussions and the Mechant wishes to pursue Dispute further, the Merchant shall next attempt to settle Dispute mediation administered by the Arbit ration Association under commercial Mediation Procedures, if the Merchant is unable to resolve list through the aforementioned required realistic mediation process, and he be with, administance shows the stock of the solution and the arbitration association with Commercial Arbitration Rules, on an rendered the arbitration's be entered only in a located in Browdo'd county, Florida. The Merchant argests that into institute uit any other court, and agrees to be responsible for the reasonable legal and 01 in d suit hield *n All Disputes shall be heard by panel three to be by the process set forth in the AAA' Commercial Arbitration Rules. All arbitratus shall be active members of the nonda Bar. The of the mediation and the entire arbitration process shall be b't the way set forth The mediation and the entire arbitration process shall be b't the way set forth The mediation and the entire arbitration process including deposition's be in the English language in the event that the Merchant requires almatistor for any part of the mediation and the entire arbitration process including deposition's bein the English and process. The Merchant requires almatistor for any part of the mediation and the entire arbitration process including deposition's bein the English language in the event that the Merchant requires almatistor for any part of the mediation and breat arbitration process including deposition's bein the English an

discovery shall Convist of no than four de "SitionS per patty ipro"ided that: a respondent Shall be entitled to a maximum af four depositions per claimant an atâlitation with multiple daimants. (b) to the extent that multiple claimants seek to depose the same representative of the respondent, the respondent shall have the option to have any representative (b) depose at one time per arbitration by at' claimant's odeirae, and ty a daimant be entitled to a maximum dreed one depositions per respondent an institutation with multiple respondents). Additional depositions may be scheduled With the phot permission the and for good shown. Och de-portion Shall be (united to a maximum duration 0'6 hours. Inliess otherw'e agreed to in writing by arbitration shall be and shall not be solely to documents submitted. Hearings shall be conducted unusuant to the standard of the commercial Abstration Rules that content are arbitrators as the unbirdit; as a way and the providence of the prevail in gpart's actual damages. The arbitrators award indirect or consequential damages any arbitration initiated hereun der (ach party shall be aro we expenses and an equal share the arbitrators here in the arbitrator. determine that the tiling of any such was tondouss defined by applicable law which case the arbitrators as were in the providence of the arbitrators are not any to the providence of the arbitrator of the arbitrators have no authority to any pating via nay the' or for any attreason except as express." allowed tot in thil section. Except as required but, the parties and arbitrators shall not disclose the existence, content, results of any attitation without the poor written consent at all parties to the arbitration and arbitrators shall not disclose the existence, content, results of any attitation without the poor written consent at all parties to the arbitration and arbitrators shall not disclose the existence, content, results of any attitation without the poor written consent at all parties to the arbitration arbitrator without

- 23. APPLICABLELAW. All nght5, duties and/or obligations set forth herein shall be governedby and determined according to the federal laws and rules of the united States, or, where there no governor; federal law ot rule, to the 1m and ot the State Florda without regard to its conflict provisionv
- 24. GENERAL TERMS AND CONDITIONS. This of Lading and, applicable, the of any service tentratt tantf, induding all thepr visms spectically incorpotated theretin mistitute the contract and the entire agreement between the parties and be upon the partie/segective successors and assigns, and any promise agreement, bookang note, contract and only degree and agrees that there have been no revesertails no or wardfinities made by Camer that are not set forth withing within their agreement; it) extent that provision on this of Lading inconsistent conflicts. Within any other agreed upon by the parties, the provisions of this hell gown Bill of Lading cannot be modified amended any induditing without the rut amendment in writing by representative Ofthe Carrier; (e) Any failure, delay, waiver, partid by in exercising any right Of remedy here in shall not be deemed valver Off any further, prior, or future right or remedy herein shall not be deemed or to or to the meaning or interpretation this Bill of Lading, play provision Offish Of Lading is held be ligal, invalid, unenforceable, in whole in part. under ded to be part of Jordang, an authority of competent jurisdiction as set forth in this Sill of Lading, then such provision shall amended by such luthority only to the hrnited extent ne(essaty to become legal and enforceable and no futther, and remaining Of this Bill Of Lading is led frafter,
- 25. ILLEGAL TRAFFICXING: The Merchant agrees ta the highest degree of and dilligence in ordet to prevent and detect the lirgal trafficking ofdrugs, contraband, and 0th' lillegal goods. materials, products, and substances in tie and container, betting transported if drugs contraband, and/or any illegal goods. materials, products, and/or south legal goods. materials, products, products, and/or south legal goods. materials, products, pr

GWF 04-140-4F (1 1104) 99-GWFLS-BOL

GREAT WHITE FLEET CORP.

INTERNATIONAL BILL OF LADING

SHIPPER (COMPLETE NAME AND ADDRESS) FRITO LAY KILLINGLY PLANT		BILL OF LADING NO.	
		GWFCüSA052982	
	FORWARDER / SHIPPER REFERENCE NO.		
A LOT 13 14 15 ANTIGUO CUSCATLAN EL SALVADOR	FORWARDER AXIOM WORLDWIDE I 3200 OLYMPUS BLVD STATES T: +1-469-2424400 F: RSEVERINO@ÄXIOMV POINT AND COUNTRY USDLK	SUITE 200 DALLAS t-m1TED EMAIL: VWL . COM	
A LOT 13 14 15 ANTIGUO CUSCATIAN EL SALVADOR	EXPORT INSTRUCTIONS EXPRESS/TELEX RELEASE		
PLACE OF RECEIPT* DÄYVILLË,	SERVICE CONTRACT N	UMBER	
CT, US	20211039		
PORT OF LOADING	LOADING PIER/TERMI	NAL	
WILMINGTON (PORT), DE, US			
PLACE OF DELIVERY*	TYPE OF MOVE (IF MIX	(ED,USE DESCRIPTION OF GOODS BLOCK)	
LA LIBERTAD, SV	DOOR DOO		
	UNITED STATES AXIOMWWL.COM D ADDRESS) A LOT 13 14 15 ANTIGUO CUSCATIAN EL SALVADOR JON@PEPSICO.COM AND ADDRESS) A LOT 13 14 15 ANTIGUO CUSCATIAN EL SALVADOR JON@PEPSICO.COM PLACE OF RECEIPT* DÄYVILLË, CT , US PORT OF LOADING WILMINGTON (PORT) , DE, US	USA052982 FORWARDER / SHIPPE FORWARDER AXIOM WORLDWIDE 3200 OLYMPUS BLVD STATES T: +1-469-2424400 F: RSEVERINO@ÄXIOMW POINT AND COUNTRY USDLK A LOT 13 14 15 ANTIGUO CUSCATLAN EL SALVADOR IND ADDRESS) A LOT 13 14 15 ANTIGUO CUSCATLAN EL SALVADOR IND ADDRESS) A LOT 13 14 15 ANTIGUO CUSCATLAN EL SALVADOR ION@PEPSICO.COM PLACE OF RECEIPT* DÄYVILLË, CT , US PORT OF LOADING WILMINGTON (PORT) , DE, US	

MARKS CONTAINER NOS	NO.OF PKGS. PENCHIPPINDE PACKAGES	AND SECONS	GROSS WEIGHT	FROM ANY
	CONTAINER	18/	Choss Welchi	CCURING AT
	1 X 40' STANDAR	NON OPERATING REEFER		
	CONTAINER		NS OF THIS	
	CARRIAGE TERM : LINER	(* 1) a		T IN NO
	AND C INT	11		
SHIPPER LOAD, STO	BF II BLE FOR ANY LOSS DAMAG	E OR DELAY HOWSOEVER ARIS	NC OR RESULTIN	CE
" CARRIER SHALL NO	NOT II WITED TO HIJACKINGS, OF	THIEVES, PIRATES, OR ASS		
ACTS, INCLUDING B	SPORIA- TON MEDCHANING ATTEMPTO	N IS ALSO DRAWN TO THE 7F	ILING THIEVES	
ANY "STAGE OF T	TO I THITTING OF TAKE	BILITY. ADDITIONALLY, THE	S AND CONDITI	
BILL OF LADING IN	TOTATIV T. TABLE "	TITLE	ARTIES AGREE T	
EVENT WILL THE VE	TECHNO LOGY OR SOFTWARE WERE I	EXPORTED FROM THE UNITED S	ATES IN ACCORD	
THESE COMMODITIES	TION PE ATION REGULATIONS DIVER	SION CONTRARY TO U.S. LAW	PROHIBITED.	1
WITH THE EXPORT	RULE 2	LAV	PROHIBITED.	
	[0]			
EQUIPMENT SUBSTIT	1 1 2			
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(0)				
(())				
DECLARED VALUE \$		TEMPERATURE SET POINT		
DECLARED VALUE 3	(SEE CLAUSE 19 ON THE	TEMPERATURE SET FORM		
	REVERSE SIDE OF THIS			
	BILL OF LADING).			
FREIGHT		RECEIVED from the Merchant, in apparent goo number of packages or customary freight units		
		transported hereunder to the Place of Delivery	named herein (or, if not so	named, to the Port of
		Discharge named herein) to the Consignee,holde subject to the terms and conditions on both sides		
		of alt the other documents issued by the Carr		
		applicable, the Carrier's tarrif), and the Merchant	in accepting this Bill of Lading	g agrees to be bound by
		all such terms and conditions. The Shipper's Memorandum is not a term of the	nis Bill of Lading but contains r	particulars furnished by
		the shipper solely for its use (including the descri		•
		the Shipper to be contained in the shipment and	_	
		resentation as to the accuracy of any particular		
		definition of "package" on the front Bill of La "package" on the back of the Bill of Lading (i.e.,	-	
		revail over the former.		ter shall superseue dilu
		WHEREOF, the Carrier has signed	1/ONE or	riginals Bills of Lading, all
		of the temorand date, and if one is accomplished the		
		The state of the s	Great White Fleet Corp. Directly,	or Through the
		Following Agent.	oreas writer leet corp. Directly,	or mough the
		NAME OF AGENT (II	ANY):	
		5-14-15 miles		
•Applicable only where the place at receip		1,4/,10/2021 54	N SAI TADOR, SV	
of ing Terms • na Conditions may be ac	cessed at wmwGreĐtWhit.Fleet.ccm	DATED- 07 = 0 = =		
		On Behalf or O Following Agent.	Carrier Great	
		. o.og Agent.		
		NAME OF AGENT	(IF ANY):	

Front Of Bill Of Lading, Page 2

GWF B/L TERMS AND CONDITIONS:

IN ACCEPTING THIS BILL OF LADING. The Merchant and the owners Ofthe goods (herein collectively the •Merchant") ayee, as if Signed by them, to be bound by all stipulations, exceptions, and conditions stated herein whether written, printed, stamped or incorporated on the fate and back hereof. Which shall govern the rel ations that may be between the Merchant and Carrier, its agents, contractors. a mployees. master and Vessel.

- 1. VESSEL; ON BOARD. 'a) VESSEL the naming of a vessel in SIII of biding shall be for eonvenience only The vessel named may not be d vessel which actually transports the Shipment covered by this of Lading; BIO NO BOARD BILLSOF LADING. a BIII of Lading may be endorsed Mth the phrase-on means on board any mode of transport to ship the eoogs!
- 2. DEF INITIONS. [a) CARRIER means Great White fleet Corp. the Vesse, and the Vessel' ownel, operator and master. (b) MERCHANT means the Shippert. Consignee, Receiver, any holder of Bill Luding, the of the Shippenet, and anyone entitled possession of the Shippenet; NOIIFY PARTY means the person to whom the Carrier notice of the Shippenets's arrival, but the not be liable for failure to gave such party notice. Idl VSSSL means the vessel anmed on the other Sade of this Bill of Lading and/or any substitute an which the Shipment tarred duning Carriage; (e) SHIPMEN means the entirety of the packáges, argo and goods described on the other doed this Bill did lading any attachment heretor) and neceive by the for transpounder this of Jading "Induding the Container unless and goods described on the other doed this Bill did lading any attachment heretor) and neceive by the for transpounder this of Jading "Induding the Container unless and provided by the Carrier); (f) CONTAINER means a dry, refrigerated tank corta.ner or "Wier used to stow consolidate goods (gi INLAND (NRIER any inland trucker, b. ygernan, drayman, railroad, hauker, and/); have there person employed to transport the Shipmenet between the and an Interior Point. (f) INIP POINT means an any place of receipt ind/of delivery of the Shipment that has the port which the Ocean Carriage of the Shipment ends (j) INIP TEMPORAL RANSP ORI means transport in which the Carrier under this Sill Of Lading tap" up delivet Shipment at an intend Point. (j) OCEAN CARRIAGE means the transvt. portion of the transport, of the Shipment commencing at the point whill the receives the Shipment form the Merthant or the Inland at the Vessel's port until the delivery of the Shipment to the Merchant the Inland Carret at the discharge: the term *apparent good order and used in this Bill Off ading: With reference to iron, stell metal products not mean that the goods. When received the tamer. were free of visible rust With reference to lurnbet. Limber O'Other wood p'Oducts not means that th

o/ wund 'andition, or that nu damage the the the So requests, d issued omitting the &bowe definition and setting forth any
Whith may appear on the mateS or tally clerk recerpts or document

- 3. CARRIER'S TARIFF. any service contractor Carriers appliablehereu, contract the are Carnet IS ail benefits immunities under and and/or exemptions ham liabid'ty service or of any serve ontra Carnets tariff are inconsistent With this of Lading, the 8111 Jading siall prevail
- 4. CLAUSE PARAMOUNT. Outing Carriage, this Sill and the carnerS liabilit' end obligations while acting any capacity whatsoeyef, not limited to a åailee, agent or suppber 01 Container. Shall be governed b' the united States Carriage of Goods by Sea Act. (COGSAL is a djudged that any Other similar to the international Convention of '1924 amended (the Nague Rules) composubotily apples to the Shipment during Ocean Carrage, this Of Lading hall have effect subject to the ot such legislation, whith ',hall be teemed to be misrpotded hewn to the extent 'equired, Whete the has possession and custody of the catgo dunng any time other than the Ocean Carriers liability shall be governed by COCSA as his Bill of Lading with rewett to road and rail transit between countries in Europe, where the liability will be determined according to the Convention on the Contract the International Carriage of Goods by Road 'CNR), dated May '9, 956. and during rail between tountnes *n Europe according to the International Agreement on Railway Yransports dated February 25, 1961.

- 5. DESCRIPTION, NATURE AND OWNERSHIP OF SHIPMENT. The description and of the shipment furnished by the Merchant the Merchant wan nts to the Cartier that the description and particulars, "duding but not limited to the weight, quantity, contents, marks, numbers, seal numbers and value, and the Shipment is het; ryspott in all respects and an be tamed without injury to people, and/or other property; [bil if the Shipment is described as *said to contain" "Sh.pper's load, stow and count; the Merchant acknowledge, that the Carrier makes no representation as to the of the description, that the may not have other means to verify the weight contents of a Container supplied the Merchant and that it may be for the Carmer to determine the of the Merchant's degnption, k) like that it the owner and entitled to possesson of the Shipment described herein. That the Merchant his the authority of the owner and all who are entitled to possessom the Shipment to agree to the terms of this Bill of Idaling; (d) The Merchant warrants that the
- Shipment an be safely transported in non-refigerited Container in a cargo unent Without special 0' services the Merchant has given Garmer pr.nt notue of the requirement(s) and with on the other al Bill at spell it as ventilation, and the The Merchant hereby warrants then on hable dangerous. flammable, corrosive, explosive, readiactive, damaging to properly o't otherwise first if the Shipment of such nature, Mrtchant fully disades det he nature of the received the prior written consent of the tamer's the Merchantif glober of the Shipment of such nature, Mrtchant fully disades the nature of the received the prior written consent of the tamer's the Merchantif glober of the Shipment of such such such as the Shipment and any other covering, and the markings thereon shall comply fully with applicable law; (f) if the Merchant of the warranties set forth in this clause, the Camer shall in addition to other law or contract, be at to take any act. "duding but not limited to rejecting, tettiSomnq and/or discharging the Shipment and/or rendeming it and/or delivening it to the at Other than stated on the other Side the of Lading, without liability on the part of the Came' or compensation to the Merchant, and the Merchant shall indemnity the tamer all a torrepsy fees, costs, losses and damages, but not limited to neighbor of indirect consequential damages, and/or any overhead costs incurred by the Carter, in connection With such Shipment.
- STOWAGE IN CONTAINERS BY CARRIER. If the Merchant delivers a Shipment to the Omer not enclosed or stowed in a Container, the Carrier may stow the Shipment d Container, but it so stowed by the the Camer may deliver the Shipment unstowed from the Container unless otherwise agreed U'd noted on the other side of this Sill of Lading.
- 7. STOWAGE IN CONTAINER BY MERCHANT. If the Merchant delivers the Shipment to the in Container, the Carrier has no duty to Orsecure the Shipment that the virid the shall not be liable loss Off of damage to the Shipment because of shifting, overlocating failure to properly package, stow of Secure the Shipment in the Container The Merchant as agent as lail property seal Containers loaded by them The Merchant. It as general shall greatly inspect and dean Containers before packing them to insure they we suitable fog its goods. Acceptance and packing of the Containers shall be prima fue evidence that the Container were sound, dean and suitable fue use and that relieve Carrier of responsibility for any damage to goods tamed resulting from the condition of the Container Ted. as delivering the Container to the Merchant tiar the Shipment in good order and it transport, or even weight and otherwise propedy packaged, stowed and secured in the Container, and that the (gistainer sound se-worthy, Notwithstanding the foregoing, the at any time may, but's under no Obligation to, inspect the Shipment and if, in the Carnet's ole opinion, the Shipment is improperly stored secured respect, the reject discharge the Shipment art thereof at the point of inspection and the to destination; teapue the Merchant to resecure restow the Shipment, and/or undertaine to correct obvious deficiency in the In undertaking and/" supel-wisping any the foregoing act', the Carnet's be atting for the Merchant, all loss, coense and/or labelity in connection therewith shall be solely the Merchanti, and the Carrier shall not reresponsible for the condition and/or scurvery in the count of the Shipment.
- 8. PERISHABLE SHIPMENTS. Containers with refrigeration or insulation shall not be furnished unless contracted for on the front of this Bill of lading, (d) perishable Shipment requiving temperature Conditions is delivered to the not of stowed refrigerated Container, the bole responsibility of the Carrier be to stow the Shipment in refrigerated comparative or in the Carrier beto stow the Shipment in refrigerated comparative or into a refrigerated Container to monitor the thermostate controls accordance with the Mechant3 instructions set forth on the Other Side of this Bill Lading, (b) if a perishable Sh.pment in Merchant Ot supplied refrigerated Container is delivered to the Carrie by the Merchant at the commencement hereunder, whether at an interior Point or the port of loading, the Merchant that the Shipment the tempeature listed on the other side Of this at lading and that the Shipment has been properly stowed the theregnostal T and verst propely stowed the REMCHANT HAS SOL RESPONSIBILITY CARE RESPONSIBILITY of the Carrier by the Merchant that the Shipment the tempeature listed on the side Of this at lading and that the Shipment has been propely stowed the thesprostal T and verst propely stowed the REMCHANT HAS SOL RESPONSIBILITY of the Carrier by the Merchant that the Shipment that the Shipment that the story of the Shipment that the S

- OF IS AFTER IS BY CARRIER AFTER COMPLETION OF TRANSPORT The Camer shall have no lubil.tytar spoilage or other damage to the Sh.,nent the temperature is manianized to Witkins issoor mms S degrees Fahrenheit. Of the Merchants instruttions stated on the Other Bill of Isdaing and not severe to the Carrier be required to maintain temperature affects than minus degrees Fahrenheit. Of the Merchants instructions sated on the Other Bill of Islaing and not seen that the is in good working or der. the have no liability obligation to monitor the thermostatic in with the Me'thant3 instructions set forth on the ather Side Of Bill of Lading to the Merchant Of-my malfur, tition irregularity, till the Shall he under obligation to or 'repair the Container but shall have the liberty to undertake repairs, a) at the risk and expense of the Merchant, and under no the Carnethe be responsible for the of damage to the Sh.,nenet to ut of defect trafilization and/or irregularity, till the Container unless same anses out of causes far which the Carner would liable under this of When the Carner's supplies the Container now which Shtgrient is then packed (i) the carrier does not undertake to derivet empty refrigetated Containers to the any the nint he Shipment from defrosting, copping n' the refragetist to Other machine", and/or other apparatus the an' Other facilities ptreaded the Carrier exested due diligence before recessing the empty Containe to the Merchant. The Carrier have no lability or Obligation for USDA treatment or Other governmental program Or protocol unless noted on the front hereof and 9 eight is paid. (e) The Merchant annowtedges and that hurstly and the Carnether of the governmental program Or protocol unless noted on the front hereof and 9 eight is paid. (e) The Merchant annowtedges and that hurstly and the Carnether of the governmental program Or protocol unless noted on the front hereof and 9 eight is paid. (e) The Merchant annowtedges and that hurstly a not the carnether of the governmental program Or protocol unless n
- 9. CONTAINERS SUPPLIED BY MERCHANT. (a) The Carrier allows period of free for the use of the and other equipment it supplies to the Merchant pursuant ta 'ts land and/or as agents,' The Merchant hid's the 1' return the (anta.ner ather equipment to a place nominated (erne/ prior to the end of the Demurrage, per and detention and immediately Merchant 111 laint. 12
- The Merchant shall redeliver the Container and other equipment to the In like good order and condition, empty, dean odor free Merchant shall be lable fot any and costs and expenses incurred rentdting or replacing Containers and/or Other equipment and testing the condition of expenses.
- 10. MERCHANT'S DELIVERY. The Merchant and the Shipment at within free penod in the u, pengd seedited the delivery the Ship"elft the duties and/or liabilities or in connection With the Shipment shall be the Merchants, and the Carnet may unload carrier supplied and/or in Orthe Comer's rights stated in Louse 14 of this Shift Off Lading.
- 11. STOW AGE ON DECK. A SPvipment stowed in a Container by either the Merchant of the Carnet may be carried on dea but shall be deemed stowed under dea for all purposes, induding genera. When Stypmentstpwed carried on deo, the tamer shall not be required to give notice to the Merchant o: specially note.
- a'deck on the other Sade Bill al Lading, the notwithstanding. The (amer is Nules, or legislation in thereto provided (Nin 4 Bill Of Lading Container and noted to be carried on shall be tamed at the sole of the obuch Without any warranty ligibility on the
- the notwithstanding. The (amer is the benefits the Hague any shipment in a on deck. A Shipment came don but not showed in
 - nd noted to be carried on shall be tamed at the sole of the of such
 Without any warranty liability on the part 0' the in connection With the carriage
- The Merchant Shall the and any time, open which to calculate the freight other charges, but the may, at its option any part of the Shiptuent, the Carrier determines that the Merhanti description of the Shiptuent erroneous In any aspect, the may recalculate the total freight charges, and if additional freight payable, the Shipment. Merchant and their principals shall be

Shipment erroneous in anyaspect, the may recalculate the total freight charges, and if additional freight payable, the Shipment. Merchant and their principals shall be richtiques with the billible indemity the Carrier 'eight well all labillites him soand expension, and the Shipment collecting the additional freight, charges and expenses, Shipment and their principals shall be jointly and severally liable all eigenses, tines, dues, tax. impost, dMmge and /" detention is usual ned and/or incurred hy andic, on the carrier and/or the Vessel in with the Shipment caused by the Shipment the Merchants and/or omission, andio / As result of any government and/or persons acting under color authority, and such charges shall constitute additional freight sublett to at the terms and condition stills all of tailing. Allieraght. additional freight and charges due hereunder are earned and payable full without discount, offset 0' deduction upon delvery or the Shipment to the Vessel and/o'.
Shipment lost not lost, tamaged or delayed, and whether not the tursport broken up or abandoned. The have also not he Shipment as also b'eights for freight, dead freight, deard freight, charges and all amounts due hereunder ant: the Carnet may entorice this sen by sale upon reasonable nrt. cel' I'M year/ identified in the of This lien shall survive delivery of the Shipment and payment for the wins Constituting the lien be enforced 'Onthy and against the Shipment the Merchant of the principals was freight forwardet employed, o', contracted by the Merchants shall be deemed an agent of the Merchant and not the Carnet and any payment to a freight shall not extinguish the Merchant so that place the end of a decrease and reasonable entries. The Merchant and the Principals, shall be jointly and severally to for the payment Of all freight, demurrage, general average ather charges due hereunder, Without discount. together With any costs, expenses and reasonable entries of excellent principals.

13. SCOPE OF TRANSPORT; ROUTES; DELAY. The Carne' shall have full liberty, within its sole discretion, to u ndertike the transport under this Bill Of by any route, whether or not it is the most direct route, and may proceed, return to. Stay at any "orts whether included in the advertised route, whether or not in usual or Customary geographical routhwan and/Of a direction nottrary to and the pegc Of desirants on for bunkering, disharing goods and/or passengers, mintenance Of and/or repasts, dry dock and/or Other purpose Of the and may retain the Sh-prneryt board for an addition' round trip 'Cryōge_ The Carnet undertake the transport by any vessel Other Of transport, employ feeder consolidate, reconsigin, transship, lighter, discharge, and/or Store the Shipment enroute and/or for ward the Shipment by any alternate conveyance. The Vessel may \$30 livin the Without Pillos, and be towed. It life, seases landy of Worther poreptry distress, and the Merchant that Cater2 a record of any Of its nghts heron unteasonable dewalton. The responsibility of the Shan be to that part of the transport performed by Vessels under the management and the Carrier shall not be other part the transport though the freight for the has been colleaed. The Currier does not undertake that the Shipment shall Irnveat the port of discharge or place of decovery at any time to meet

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any particular mariet or use and the Carrier shall not be of liable the for catga any direct. some indirect patts, and/or the Camer consequential or its agents damages may require and/of the damages Merchant caused to use by delay. Inland the Carters Camer to rnayonly safeguard be 2nd, 'orliable

the Shipment when has physical custody transport the Containen. In these instances the Merchant the option of unloading their argofrom the Carried Container agreeing to use the inland Carrier armaged by the tamer or its agents. Should the Merchant agree to use the ingand Carrier arranged by the tamer or its agents, the no obligation or illustry independent of the Carrier armaged by the tamer or its agents. The no obligation or illustry is illustry and the carrier armaged by the tamer or its agents. The no obligation or illustry is illustry and the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agents. The objective of the carrier armaged by the tamer or its agent are the objective of the carrier armaged by the tamer or its agent armaged by the carrier armag

14, MATTERS AFFECTING PERFORMANCE, and its owners, oftuers, directors, employees, affiliates, subsidiaries, agents, and shall not be liable in anyway damages, expenses which are byany act God, flood, natural Witer, lie, bad wedther, death, epidemi or disease, explosion, war apprehens in of war (whether dec'ared not,) hospital probabilities, act or threat of terroinse, nact of foreign enemy invasion, revolution, mercetips, councy inct. commotion unrest. theft, tommerod impracticability, Change of law, regulation, tanti, governmental order or or polity or curfew, quarantine, embargo, disturbance 0' demand or direction any person in Ot acting under 0' authority, engulstion, stanti, governmental order or or polity or curfew, quarantine, embargo, disturbance 0' demand or direction any person in Ot acting under 0' authority, engulstion, stanting volver engulation or 'estrictions, doseure of architecture of a disturbance 0' demand or direction any person in Ot acting under 0' authority or engulation or 'estrictions, doseure of a contractive or labor disturbance. Whether pa, 'tal general and whether involving emplores Of the its subcontractors Ornot, shorage or absence 0 to robstides to labor at for dis shâqee or delivery handing of the Shipment, unavailability af goods services, any other events or circumstance outsides of carmes' resonable corfu' within Engele performance or any other events or a runtames' with we been identified mateure event impede tamer's performance teach of which individually referred to in this section as a "Foxe Malieure Event'). Should any force Malieure Event ORU!, the Carmet shall not be considered to be in breach of this Bill of ladingst any other agreement or set of rules pertianing to the Carrier, and any and all obligations of Carrier thereunde be extended by period of time equal to the period or interruption caused by such Force Malieure Event Notwithstanding the foreyon, and with a sole discretion, of any time the Vessel, the tamer, the equipment and/or the pertormante of Lading til l

15. SUBCONTRACTING: EXEMPTIONS AND IMMUNITIES. The Omer may engage agents and/or ndependent mitractors and their respective servants and agents (including any of affiliates), an any to perform the loading, unloading, storing, withehousng, handling and and allot the feir-rief dutter? The Merchant agrees lat any of the Came'S agents and/or independent contractors, indusing but not limited to stewedores, longshoremen, terminal operators and laland Carriers, shall be entitled to all exemptions. limitators. conditions. limitators of liability and liberties to which the Cartier A entitled under tha Bill of Lading under law, Undo no circumstances shall the Merchant the the tight', bulgditu/ts under the agents, employees, and independent and ind its agents shall not be Slabte to the Merchant tot itty broth of the contract Kith otiers. Further, Mercian: agrees that the aggregate of all dawns made pursuant to tha Bill of uding the Câttuandlo" any the Omer's agents and, o'r independent shall in no exceed the Irmit provided in this Bill of Lading.

16. TRANSSHIPMENT; INTERMODAL TRANSPORT In the event Of transhipment and/or delivery from and/or to an Intenor Point the means Oftransportation. and forward the Shipment pursuant to any of arriage, even the tenns afthe of the Indiand Carrier's and/or contans defenses and/or exemptions not (ontained herein' (b) this Bill of Lading pick up and/or at an Intenior Point and the Carrier's subcontracts the indiand portion of the tennsport. (I) the filler when the benefit of I limitations. It is the damaged sustans its sidering any powton of the transport other than Ocean(amage. where the Welchant unable to deterrine whether and/or during the Gean Carrage, the the benefit of all limitations and the Carrier but the indiand Carrier. but to no event shall the Carrier be deprived of, or have liability greater than the terms and conditions of this Bill of Lading. Ocean(amage. where the Welchant unable to deterrine whether and/or during the Gean Carrage, the the benefit of all limitations. Genesies and nemptions of the Indiand Carrier, but to no event shall the Carrier be deprived of, or have liability greater than the terms and conditions of this Bill of Lading. The Mechant pays the hidid Carrier (are included in the Carrier be deprived of, or have liability greater than the terms and conditions of this Bill of Lading. The Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the hidid Carrier (are included in the Mechant pays the Areinsport to analyze (are included in the Mechant pays the Areinsport (are included in the Mechant pays the hidid Carrier (a

- 17. BOTH BLAME COLLISION CLAISE. If the Vessel into collision stranding o' Other accident With another ship result Of negligence of another ship and/or object and any neglect default of the Vessel, master, pilot, agent or employee' of the which the is not liable by statute. contract otherwise, the Merchant undertakes to indemnify the Carrier-. For itself and/or as trustee for the owner indio' demise charteret of the Vessel, against loss, damages and expense and/' against all liability to the ather Chip and/or her owners insofar as such loss and/or liability represents of and/or damage and/ot any or who the West had not be Met than end set oft. "ecouped and/or recovered the Vessel and/" her owner and/or the and/or the Vessel and/" her owner and/or the works and/or the Vessel and/" her owner and/or and/or the Vessel and/or the Vessel and/" her owner and/or and/or the Vessel and/" her owner and/or and/or the Vessel and/or the Vessel and/or the owner and/or and/or the Vessel and/" her owner and/or and/or the Vessel and/" her owner and/or and/or the Vessel and/" her owner and/or and/or the Vessel and/or the Vessel and/" her owner and/or and/or the Vessel and/or the Vessel and/or the Vessel and/or the Vessel and/" her owner and/or and/or the Vessel and/or th
- 18. GENERAL AVERAGE: NEW JASON CLAUSE; SALVAGE. (al General average adjusted in New in with the York-Antwerp Rules 1994 the laws, Customs and practices to forte in New York. An average agteement and a bond shall be required from Merchant prior to delivery of the Shipment notwithstanding the foregoing.

the Carrier's right to and the Merchand's obligation to make payment shall survive delivery, (b) in the event of accident, danager, damage and/or discare before after the commencement of the transport under this Bill of Lading, resulting from any cause whatsseever, whether due to negligence or not, for which and/or the consequences af which the Carrier's not responsible by statute, contract or otherwise, the Shipment and Merchant's hall contribute with the (amer in general average steps) and the parament any loss of a nature that may be made incwed and shall pay all salvage and 'penal thaw incurred in of the Shipment; (O Ifa salving ship is sowned and/or operated by the Carrier's shall pe alid as thully as 'the said as lings ship to ships belonged to stranger.

- 19. VALUATION; LIMIT Of LIABILITY. Ia) and its affiliates, and each the" respective owners di'ettcs, employees, agents, contactors. shareholders successots, and assgms. note liable any damages caused inin part by (including but not limited to those damages aring from Merchant's ragglegence, gross negligence, and another misconduct, sail and be liddle any event for any damage to or in connection with the Shipment, at it systage in an amount exceeding IIS, SSOQ per Package term defined below), untess III evalue of such goods has been declared and inserted in the appropriate spate on the other side of this Bill of Lading and required extra freight charge has been paid The Merchant acknowledges this 6 in opportunity to change the Package and agrees that in no event shall the Carriers liability acced the value in deviation of the portion of Shipment actually damaged. 1b) the purpose of this the term defined the largest unit to transport the Oria is not utilized, the or otherwise been utilized to unitize the cargol, whether or not the Package(s) are supplied by the Carner Alternatively, if the goodsare of Larger size example, unpacked unvaried boats, and unpacked heavy equipment) shipped packages for example), then the be the -freight unit' irrespective the weight at mewment unit employed in calculating freight charges. For the avoidance of doubt, for the Shipment is damaged and/or sustains loss dung any portion of the transport than the Ocean Carriage, or where the Merchant unable to determine whether the lossand/ot damage took place during the Ocean Carriage the Container be deemed the Package limit actual processes of the new Package limitation.
- 20. NOTICE OF LOSS OR TIME FOR sum Notice of loss or damage and be the carrier prior to o' upon delivery of the Shipment, and the failure to note damage upon 0' prior to delivery Shan be prima fade evidence that the Shipment was delivered in the same condition noted in this gill Of event, notice of for concealed damage be given no later than three business after delivery by the Carrier, and giving of such notice is a condition to rna'n taining any caimand/or cause of actionagainst the Carrier; (b) The Carrier shall be discharged from liability in any capacity under this Bill of Lading and/or otherwite, whether in contract in tort, for loss of and/or damage to the Shipment and/or any other property of the Merchant, unless suit is brought within the shorter ane 01 the dale which the Shipment delivered should have been delivered; may apply by reason other tubes, tariffs, don/ur law in the case of an Interno, dai "unspot", Suit shall not have been deemed brought unless jurisdiction has been obtained wor the Carrier and valid service of process has been effected

MERCHANTS LIABILITY AND INDEMNITY, it the Merchant talc, 'nits neglects to tultill or any at its OMixtions, responsibilities, warranties, duties and/or functions of whatever nature under this of IAding, inducing but not limited to the payment of freight and the accurate description of the goods. the Merchant and ther principals shall be jaintly and the and shall fully indemnity, defend, release, and hold Narmiess the and its affiliates, and the' directions, employees, shareholders, successors, and assigns losses, liabilities damages, costs, expenses, and/or assessments of whatever nature, including but not Limited to attorneys'tees ind disbursements incurred in connection therewith.

22 JURISDICTION. With regd'd to any ail claims, controversies, disputes, and/Ofcauses of action against Carrier arising out of by reason o' this Sill or Lading and/or the n-latiothb.p-, thereby thr Shipment +Oisvute"), the he'ein Merchant attempt to settle the Dispute against good faith through direct discussors between the Merchant's representatives and the if the Merchant unable to resolve its Dispute throus the aforementioned required discussions and the Merchant wishes to pursue its Dyspute further, the Merchant shall not attempt to settle tlispute by mediation administered by the American Arbitration Association under Mediation Procedures. the Merchant is unable to its Dispute through the atoremennoned proress, Merchant to pursue ospute any unresolved he filed With. b", resolved by the Amenan accordance With Rules_Judgment on an rendered by the arbitrators be entered only in a court located in Broward county. The agrees that it shall not institute suit in any other forum or court and agrees to be responsible the reasonable legal etveltses and in suit filed on All shall be a panel of three be by the pruces set forth in the AAA', Commeraal Rules, All arb.tntors shall be å(tjive members of the Fionda Bar. The of mediation and the entire arbtrdtjon process 'including depositions) be in Miami. USA. otherwise expressly set f0'th herein. the mediation and the enwe arbitration process be governed by the appliablelaw set forth herein The mediation and the entire arbitration process (including depositions) shall be conducted in the English language. In the event that the Merchant requires trin ator for any part of the mediation or artitration process, the Merchant shall all costs associated therewith, and the Carret shall not be responsible for incuming Shaning any such costs Otherwise, all parties to the arbitration bear their own pertaining to translation services to the extent that a party seeks to abtin testimony or introduce evidence that is not •n English seeks to othetwise partitiple in the arbitration mediation 'ness. If the dispute than USO one million there shall be no other than the exchange a'documents It the dispute greater than USO SIE,WC (one million discovery shall consist of no more than four depositions per party (p'DNided respondent shall be entitled to a maximum four depositions per daimantin an arbtration With multiple dairnants, (b) to the extent that multiple Cairnants seek to depove the sane representative of tive respondent, the respondent shall have the option to have representatives) deposed at one trne per arbitration by all claimants who desire, and a claimant shall be entitled to a marimum four depositions per respondent in an artdration With mult, pie Additional depositions may be scheduled only with the prior germssyon at the and good cause shown Each deposition shall be limited to' manmurn duration Of 6 hours. Unless otherwise agreed to in by Carnet hearings shall be shall not be limited solely to documents submitted, Hewings conducted pursuant ta the standard procedures Of the Commercial Attittation Rules that contemple indirect or consequential damages in arbitritioninitiated party hall bear its own (01s and indan equal o/ the arbitrators' arrod of arbitricition, eveptifine determine that the any such frivolous as define by appliable law in which case the award the non-filing party reason attorneys' tees and costs related to the Mitintion. The arbitrators shall have no authority to award any attorney-feesot costs to any party any gthe-1 ytuaton or for any other except as expressly allowed for in thu section | Except as requited by the parties and arbitrators shall not disclose the existence, content, or results o' any arbitration hereunde wit hout the prior written consent of pa'ties to the arbitration. Any or refusal Of a party to pay its required mare of the deposits for arbitrator compensation 0t charges shall constitute a by that present evidence or (ross eiarnine witnesse¶ In event the Other required to present evidence and legal argument the require for the making Of an award. Such shall not allow fot default ent against the non-paying party in the absence Of the aforementioned required supporting ewdence and legal argument(s),

23. APPLICABLE LAW. All rights, dunes and/or forth here+n be governed by and determined according the federal rules on the UnitedStates, where there no governing federal law rule. dtwrdir, githe laws and rules at the State Honda without regard of laws provison.

24. GENERAL TERMS AND CONDITIONS. Is) this if I' lading and, applitable, the terms contract ar.d/ng tariff, indudwgall the provisions spetttally incorporated therein, the contract arid the entitle agreement between the parties and shall be binding upon the parties' respective successors and and any prior agreement, to bring note, contract memorandum is superseded hereby except to the extent expressly stated herein; [b] Merchant acknedges and agrees talt there have been no representations warranties made by Currier that are not Set forth in writing Whin their agreement; To the extent that any provision in this SIII O'lading is inconsistent or conflicts with any other phwon agreed upon by the parties, the of this a tailing shall govern and this lading cannot bedief amended an any way 'ruluding W'tiwut limitation, the tune unless tri'dlifiction or amendment approved writing an representative the Any de'ay, wa'iver. Or partial exercise by Carne' in aercising pith remedy herein not be deemed of any further, phot. future right remedy hereunder; (t) Titles headings sections heware rived of reference and are not Mended to be part or to or factor the meaning

Offhis Officialing is held to be illegal. or unenforceable, in whole or part. under any compulsorily applicable Of Lading, by an authority of 01 pnetent jurisdiction as set forth an this Bill Of Lading, then such provision be amended authority only to the limited exter necessary to become legal, valid, enderforceable and no further, and all remaining provisions this Sill of Lading shall remain legal, valid, and enforceable to the fullest extent; (h) Any arnb, guous language in this dill of Lading shall be interpreted according to its fair meaning and shall not be constructed against the driver driver.

25. ILLEGAL TRAFFICKING* The agree' to the highest degree care and in ta prevent and detect the illegal traffixing Of drugs, contraband, and Other illegal goods, materiaks, products, and substances in the and being transported. If drugs, contraband, and/or illegal goods, materiaks products, and/or substances Within the catgic o' a Container that Merchant Or their agents stowed, then Merchant shall fully indemnify, defend, release and hold harming charter and are and the carter and affilial manuel with their respective offices, directors, emplayes, contractors, representatives, shareholders, successors and assigns, trom and against any and all dawn', illobdithiosses, demands, tees, and expenses arising therefore, and/or relating

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