

# MODIFICACIÓN DE ÓRDENES DE COMPRA

Tienda Virtual del Estado Colombiano

Id Solicitud:	366971
Número de orden de compra a modificar:	107765

Entidad compradora:	BOGOTA D.C-AGENCIA DE DESARROLLO RURAL
Nombre del solicitante:	Catherin Carmelita Murcia Cortez
Proveedor:	NEX COMPUTER S.A.S.
Mecanismo de agregación de demanda:	ETP III

Tipo de Solicitud:	Modificación de la Orden de Compra
Fecha:	2023-06-08 14:42:51

## Campos a Actualizar

Campo	Valor Actual	Nuevo Valor
Fecha de vencimiento	2023-06-09	2023-06-20

## Cuentas asociadas

Id	Nombre	Código	Segmento 1	Segmento 2
102704	CDP EQUIPOS PORTATILES	CDP -71823	CDP	71823

## Artículos actuales

No	Artículo	Cantidad	Unidad	Precio	Cuenta	Total
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1	etp03 - ETP-PT-16. ETP -- ETP -- Portátil 14 pulgadas PESO MAXIMO 1,8KG -- 4500 -- NA -- INTERMEDIO -- SDD -- 512 GB PCIe -- NA -- 16 GB -- Zona 1	103.0	0.55 Metros	2335265.35	CDP -71823	240532331.05
2	etp03 - COMPONENTE-PT-69. COMPONENTE -- COMPONENTE -- Sistema Operativo Windows 10 Profesional -- NA -- Todas las zonas	103.0	0.55 Metros	406182.77	CDP -71823	41836825.31
3	etp03 - COMPONENTE-PT-72. COMPONENTE -- COMPONENTE -- Certificación Epeat Gold -- NA -- Todas las zonas	103.0	0.55 Metros	406120.26	CDP -71823	41830386.78
4	etp03 - COMPONENTE-PT-75. COMPONENTE -- COMPONENTE -- Energy Star 8.x o superior - (N/A cuando el Sistema Operativo es Linux) o China Certificate for Energy Conservation Product o Ecodesign and Energy Labelling -- NA -- NA -- NA -- NA --	103.0	0.55 Metros	2538.51	CDP -71823	261466.53

5	etp03 - COMPONENTE- PT-76. COMPONENTE -- COMPONENTE -- Certificado en el Estándar Militar MIL-STD 810H -- NA -- NA -- NA -- NA -- NA -- NA -- NA -- Todas las zonas	103.0	0.55 Metros	2538.51	CDP -71823	261466.53
6	etp03 - SERVICIO-PT- 78. SERVICIO -- SERVICIO -- Instalación del Software propietario de la Entidad Compradora y configuración del ETP -- NA -- NA -- NA -- NA -- NA -- NA -- NA -- Zona 1	103.0	0.55 Metros	1.00	CDP -71823	103.00
7	etp03 - ACCESORIO-27. Mouse - Alámbrico - Todas las zonas	103.0	0.55 Metros	16754.18	CDP -71823	1725680.54
8	etp03 - ACCESORIO-42. Maletín - NA - Todas las zonas	103.0	0.55 Metros	60924.29	CDP -71823	6275201.87
9	etp03 - ACCESORIO-43. Guaya de seguridad - NA - Todas las zonas	103.0	0.55 Metros	15231.07	CDP -71823	1568800.21
10	etp03 - IVA	1.0	0.55 Metros	63515530.92	CDP -71823	63515530.92

### Artículos editados y/o agregados

Tipo	No	Artículo	Cantidad	Unidad	Precio	Cuenta	Total
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Detalle o justificación de la aclaración

Se atiende solicitud del supervisor respecto a prorrogar el plazo de ejecución de la orden de compra No. 107765, la cual se justifica en el hecho atribuible al evento de fuerza mayor, consignado en el informe de supervisión, quien en su solicitud manifiesta lo siguiente: (...)“solicito prórroga de la Orden de Compra 107765-2023 desde el 10 de junio de 2023 hasta el 20 de junio de 2023,El objetivo de esta solicitud es garantizar una entrega sin contratiempos, Se solicita una prórroga de acuerdo a la Cláusula 26, referente al Caso Fortuito y Fuerza Mayor, del acuerdo marco de Precios para la Compra o Alquiler de Computadores y Periféricos ETP - III de CCE. Esta solicitud se basa en la información y los soportes proporcionados por el contratista, los cuales indican que los equipos se encuentran en proceso de nacionalización y se entregarán durante la segunda semana del mes de junio de este año fiscal”(…). Conforme lo anterior se fundamenta esta modificación.



Firma ordenador del gasto

Nombre: John Fredy Toro González

Documento: 8.462.707

KH



Firma de proveedor

Nombre: Uriel Roman

Documento: 79.341.344

**TIPO DE INFORME**

Seleccione con una X el tipo de informe que va a realizar:

PARCIAL POR MODIFICACIÓN, ADICIONES, PRORROGAS Y OTROS	X	PARCIAL POR SUSPENSIÓN O REINICIO DEL CONTRATO	PARCIAL POR CESIÓN	PARCIAL POR TERMINACIÓN ANTICIPADA	PARCIAL POR SUSTITUCIÓN O CAMBIO DE SUPERVISOR	OTROS INFORMES
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<b>Fecha</b>	31 de Mayo de 2023
<b>Número de Contrato</b>	ORDEN DE COMPRA 107765- 2023 INTERNO No. 750 DE 2023
<b>Nombre del Contratista</b>	NEX COMPUTER SAS
<b>Nit del Contratista</b>	830110570
<b>Objeto del Contrato</b>	Adquisición de computadores de escritorio y portátiles para la Agencia de Desarrollo Rural.
<b>Dependencia</b>	Oficina de Tecnologías de la Información
<b>Tiempo Duración</b>	Desde 14 de abril de 2023 al 09 de junio de 2023
<b>Supervisor (a)</b>	JOSE RICARDO AVECEDO SOLARTE
<b>Cargo Supervisor (a)</b>	Jefe Oficina de Tecnologías de la Información

**JUSTIFICACIÓN**

La Agencia de Desarrollo Rural - ADR fue creada mediante Decreto Ley No. 2364 del 7 de diciembre de 2015 y su objeto es "ejecutar la política de desarrollo agropecuario y rural con enfoque territorial formulada por el Ministerio de Agricultura y Desarrollo Rural, a través de la estructuración, cofinanciación y ejecución de planes y proyectos integrales de desarrollo agropecuario y rural nacionales y de iniciativa territorial o asociativa, así como fortalecer la gestión del desarrollo agropecuario y rural y contribuir a mejorar las condiciones de vida de los pobladores rurales y la competitividad del país".

La Agencia de Desarrollo Rural - ADR fue creada mediante Decreto Ley No. 2364 del 7 de diciembre de 2015 y su objeto es "ejecutar la política de desarrollo agropecuario y rural con enfoque territorial formulada por el Ministerio de Agricultura y Desarrollo Rural, a través de la estructuración, cofinanciación y ejecución de planes y proyectos integrales de desarrollo agropecuario y rural

*nacionales y de iniciativa territorial o asociativa, así como fortalecer la gestión del desarrollo agropecuario y rural y contribuir a mejorar las condiciones de vida de los pobladores rurales y la competitividad del país".*

En el mismo sentido, la Agencia de Desarrollo Rural se ha venido articulando a la Agencia Nacional para la Contratación Pública - Colombia Compra Eficiente a través de Acuerdos Marco. Esta Agencia, busca generar sinergias en procura de obtener bienes y/o servicios con la visión de *"asegurar el óptimo valor por dinero con transparencia en la compra y contratación pública en Colombia y generando confianza a todos los participantes del sistema"*, debido a que la oferta es para todo el Sector Público, mecanismo que se vislumbra como una alternativa para maximizar los recursos asignados a la entidad. Por la cual la Agencia de Desarrollo Rural desde su creación ha venido acogiendo al Acuerdo Marco de Precios para la Compra o Alquiler de Computadores Periféricos ETP - III, CCE-280-AMP-2021, para atender los requerimientos de todas sus sedes en esta materia, Acuerdo Marco de Precios, el cual tiene vigencia hasta el 28 de febrero de 2025

Por lo anterior, se creó el evento de cotización en LOTE 6 - PORTATILES No. 14008, en la Tienda Virtual del Estado Colombiano -TVEC, iniciando el día 22 de marzo de 2023 y cuya fecha de terminación fue el 5 de abril de 2023.

Dando como resultado la oferta del menor valor por trecientos noventa y siete millones ochocientos siete mil setecientos noventa y dos pesos con setenta y cuatro centavos m/cte. (\$397.807.792,74) en el consecutivo de cotización 77727 con el proveedor NEXCOM S.A.S.

Previendo que el contrato de terminaría el día 9 de junio de 2023, El contratista ha manifestado que mediante oficio del 26 de marzo de 2023 una Solicitud de Prórroga para la Orden de Compra No. 107765 debido a lo siguiente:

(...)

- 1. Que el valor de la orden de compra es por la suma de TRESCIENTOS NOVENTA Y SIETE MILLONES OCHOCIENTOS SIETE MIL SETECIENTOS NOVENTA Y DOS PESOS CON SETENTA Y CUATRO CENTAVOS M/CTE (\$ 397.807.792,74). Incluido el IVA del 19%*
- 2. Que, de acuerdo con el seguimiento permanente efectuado por Nex Computer ante el fabricante ACER, nos manifiestan que los equipos están en fase de construcción en la planta de china, pero aún no han salido de producción.*
- 3. Que, la fecha de arribo a sus bodegas en Colombia aproximadamente es la última semana de mayo 2023 para nacionalización y entrega a NEX COMPUTER SAS el 10 de junio.*
- 4. Que, las condiciones de dificultad en el mercado de adquisición de productos tecnológicos afectan no solo a Colombia sino a todo el mundo, razón por la cual no ha sido posible la consecución de productos alternos de otros fabricantes como HP, DELL, Asus o Lenovo.*
- 5. Que, actualmente es de conocimiento mundial el desabastecimiento de chips utilizados en todos los elementos tecnológicos no solamente para la industria de cómputo sino a todo nivel.*
- 6. Que, si bien se venía manifestando por parte de los fabricantes dificultades en la ejecución de producción de Notebook y Equipos de escritorio, no es determinable cuando o en qué momento ellos se puedan ver desabastecidos por algún componente suministrado por otros fabricantes y tampoco es determinable en que líneas de producción.*
- 7. Que, de acuerdo, a las nuevas políticas en china acerca de COVID 0 y los tiempos de receso por el nuevo año chino, se ampliaron las fechas de fabricación y entrega a los proveedores en Colombia y en otras partes de a nivel mundial*

8. Esta dificultad de fuerza mayor generada por un tercero proviene directamente de un análisis de la responsabilidad y las causas o circunstancias Eximentes de Responsabilidad Civil que eliminan la culpa directamente, tal como la ausencia de culpa o, causas que eliminan la relación de causalidad como en el presente caso, el hecho de un tercero, desarrollados en el anterior oficio. (...)

**SEGUIMIENTO TÉCNICO**

Como supervisor de la Orden de Compra 107765-2023, Evento 2209 certifico que la empresa NEX COMPUTER SAS solicita una prórroga en tiempo hasta el 20 de Junio de 2023. 2.5. OBLIGACIONES Las obligaciones que deben cumplirse por parte del Contratista y la ADR, son las establecidas en el Acuerdo Marco de Precios para la Compra o Alquiler de Computadores Periféricos ETP - III, CCE-280-AMP-2021, en la Cláusula 11 y Clausula 12.

**SEGUIMIENTO ADMINISTRATIVO**

1. Se realizó la suscripción del acta de inicio, se ha verificado el cumplimiento del objeto del contrato.
2. Existe un expediente del contrato completo, actualizado y cumple las normas en materia de archivística.
3. Se ha estado atento a realizar las entregas de los informes que solicitan los organismos de control.
4. Se ha garantizado la elaboración y publicación de los documentos del contrato, de acuerdo con la ley.
5. Se ha verificado el cumplimiento de las obligaciones del contratista en materia de seguridad social y demás requerida de acuerdo con la naturaleza del contrato.

**SEGUIMIENTO JURÍDICO**

<b>Fecha de suscripción del Contrato</b>	14 de abril de 2023
<b>Identificación de garantías exigidas</b>	SEGUROS DEL ESTADO. No POLIZA 14-14-101180058 Cumplimiento del contrato 14-04-2023 – 09-12-2023 \$ 39,780,779.27

<b>Matriz de riesgos</b>	Revisada la matriz de riesgos se deja constancia que ninguno se materializó.
<b>Acta de Inicio</b>	17 de abril de 2023
<b>Suspensiones</b>	Ninguna
<b>Adiciones y/o Prórrogas</b>	Ninguna

**SEGUIMIENTO FINANCIERO Y CONTABLE**

La ejecución de los recursos del contrato presenta el siguiente balance:

4.3 Forma de pago. El Proveedor debe presentar la factura de acuerdo con las disposiciones legales establecidas y lo señalado en la Orden de Compra, remitiéndola a la dirección indicada para el efecto por la Entidad Compradora. En caso de que la factura sea electrónica, el Proveedor debe notificar a las Entidades Compradoras la obligación de facturar los ETP o alquiler de ETP en formato electrónico y la forma en que las Entidades Compradoras podrán (i) notificarse de la expedición de la factura; (ii) consultar la factura; y (iii) aprobar la factura. En consecuencia, el Proveedor debe notificar la expedición de la factura a la Entidad Compradora y publicar una copia en la Tienda Virtual del Estado Colombiano. La Entidad Compradora debe consultar el detalle de la facturación para cada uno de los lotes (lote de compra-venta y lote de alquiler) en la Cláusula 10 de la minuta del Acuerdo Marco, la cual se encuentra publicada en el minisitio <https://colombiacompra.gov.co/tiendavirtual-del-estado-colombiano/tecnologia/compra-y-alquiler-de-computadores-y-perifericos-etp>.

La ADR pagará al contratista el valor del contrato de conformidad con lo estipulado en la guía de Compra del Acuerdo Marco de Precios de Arrendamiento de Equipos tecnológicos y periféricos que estipula: La Entidad Compradora debe aprobar la factura y efectuar el pago al Proveedor dentro de los 30 días calendario siguiente a la presentación de la factura de acuerdo con lo establecido en el Acuerdo Marco de Precios.

Los pagos se realizarán por conducto de la Dirección Administrativa y Financiera, previa presentación de: 1. Informe de ejecución de las obligaciones en el período respectivo. 2. Certificación de cumplimiento expedida por el supervisor de la Orden de Compra. 3. Presentación de factura (La misma deberá cumplir con los requisitos de ley).

Presentación por parte del contratista de la cuenta de cobro respectiva y presentación de certificación, expedida por el Revisor Fiscal o el Representante Legal - de conformidad con lo establecido en el artículo 50 de la ley 789 de 2002 - en la cual se acredite el cumplimiento del pago

de las obligaciones derivadas de los aportes de sus empleados, a los sistemas de Salud, Riesgos Profesionales, Pensiones y aportes a las Cajas de Compensación Familiar, Instituto Colombiano de Bienestar Familiar y Sena.

El desembolso antes señalado se realizará con sujeción al PAC y a la ubicación de fondos en la Dirección Administrativa y Financiera de la AGENCIA. Presentación por parte del contratista de la cuenta de cobro respectiva y presentación de certificación, expedida por el Revisor Fiscal o el Representante Legal - de conformidad con lo establecido en el artículo 50 de la ley 789 de 2002 - en la cual se acredite el cumplimiento del pago de las obligaciones derivadas de los aportes de sus empleados, a los sistemas de Salud, Riesgos Profesionales, Pensiones y aportes a las Cajas de Compensación Familiar, Instituto Colombiano de Bienestar Familiar y Sena.

CONCEPTO		DEBITO	CREDITO
VALOR INICIAL DEL CONTRATO		\$ 397.807.792,74	
VALOR EJECUTADO			\$0.00
Primer pago	\$0.00		
TOTAL	\$0.00		
VALOR EJECUTADO A PAGAR			\$0.00
VALOR LIBERADO EN EL PRIMER PAGO			\$0.00
SALDO NO EJECUTADO			\$ 397.807.792,74
SALDO PARA LIBERAR			\$0.00
SUMAS IGUALES		\$ 397.807.792,74	\$ 397.807.792,74

**INDICACIÓN EXPRESA DE LA SOLICITUD**

En mi condición de supervisor del contrato de la referencia, de manera atenta le solicito prórroga de la Orden de Compra 107765-2023 desde el 10 de junio de 2023 hasta el 20 de junio de 2023

Como supervisor del contrato, solicito formalmente la prórroga solicitada por el contratista. El objetivo de esta solicitud es garantizar una entrega sin contratiempos, al mismo tiempo que se preserva la relación directa con las actividades de los proyectos de inversión y los rubros presupuestales que los respaldan.

Se solicita una prórroga de acuerdo a la Cláusula 26, referente a Caso Fortuito y Fuerza Mayor, del acuerdo marco de Precios para la Compra o Alquiler de Computadores y Periféricos ETP - III de CCE. Esta solicitud se basa en la información y los soportes proporcionados por el contratista, los



## INFORME DE SUPERVISIÓN

Código: F-GCO-004

Versión: 3

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cuales indican que los equipos se encuentran en proceso de nacionalización y se entregarán durante la segunda semana del mes de junio de este año fiscal.

Se anexa oficio de Solicitud de Prórroga de la empresa NEX COMPUTER SAS, firmada con nombre URIEL ROMAN C representante legal.

Cordialmente,

**JOSE RICARDO ACEVEDO SOLARTE**  
**SUPERVISOR**

Proyectó: Alejandro Rodriguez Penagos

Bogotá D.C. mayo 30 de 2023

Señores:

**AGENCIA DE DESARROLLO RURAL**

Atn. Jose Ricardo Acevedo Solarte

Supervisor contractual

Vía E-mail

REF: Solicitud de Prorroga para la Orden de Compra No. 107765

Respetados Señores:

De acuerdo con el seguimiento establecido durante la ejecución del presente contrato en referencia, según el último estatus recibido, deseamos manifestarle:

1. Que el valor de la orden de compra es por la suma de TRESCIENTOS NOVENTA Y SIETE MILLONES OCHOCIENTOS SIETE MIL SETECIENTOS NOVENTA Y DOS PESOS CON SETENTA Y CUATRO CENTAVOS M/CTE (\$ 397.807.792,74). Incluido el IVA del 19%
2. Que, de acuerdo con el seguimiento permanente efectuado por Nex Computer ante el fabricante ACER, nos manifiestan que los equipos están en fase de construcción en la planta de china, pero aún no han salido de producción.
3. Que, la fecha de arribo a sus bodegas en Colombia aproximadamente es la última semana de mayo 2023 para nacionalización y entrega a NEX COMPUTER SAS el 10 de junio.
4. Que, las condiciones de dificultad en el mercado de adquisición de productos tecnológicos afectan no solo a Colombia sino a todo el mundo, razón por la cual no ha sido posible la consecución de productos alternos de otros fabricantes como HP, DELL, Asus o Lenovo.
5. Que, actualmente es de conocimiento mundial el desabastecimiento de chips utilizados en todos los elementos tecnológicos no solamente para la industria de cómputo sino a todo nivel.
6. Que, si bien se venía manifestando por parte de los fabricantes dificultades en la ejecución de producción de Notebook y Equipos de escritorio, no es determinable cuando o en qué momento ellos se puedan ver desabastecidos por algún componente suministrado por otros fabricantes y tampoco es determinable en que líneas de producción.
7. Que, de acuerdo, a las nuevas políticas en china acerca de COVID 0 y los tiempos de receso por el nuevo año chino, se ampliaron las fechas de fabricación y entrega a los proveedores en Colombia y en otras partes de a nivel mundial
8. Esta dificultad de fuerza mayor generada por un tercero proviene directamente de un análisis de la responsabilidad y las causas o circunstancias Eximentes de Responsabilidad Civil que eliminan la culpa directamente, tal como la ausencia de culpa o, causas que eliminan la relación de causalidad como en el presente caso, el hecho de un tercero, desarrollados en el anterior oficio.

## FUNDAMENTOS JURIDICOS

### DE LA CAUSA EXTRAÑA NO IMPUTABLE:

Del desarrollo doctrinal y jurisprudencial, proviene directamente de un análisis de la responsabilidad y las causas o circunstancias Eximentes de Responsabilidad Civil que eliminan la culpa directamente, tal como la ausencia de culpa o, causas que eliminan la relación de causalidad como en el presente caso, el hecho de un tercero.

Teniendo en cuenta que la NEX COMPUTER SAS , ha hecho hasta lo imposible por adquirir los equipos con el fin de entregar a satisfacción y cumplir con el objetivo del proceso de la orden de compra en referencia, en los tiempos estipulados en el mismo, que dependemos única, exclusiva y de manera determinante de ACER, quien es nuestro fabricante con el cual presentamos el cumplimiento de las especificaciones y las cuales fueron aceptadas, que con motivo a las alianzas comerciales que hemos construido durante los últimos años nos permite sostener los precios ofertados a la Entidad, que es la marca que cumple con la totalidad de las especificaciones técnicas requeridas por la Entidad y ofertadas por NEX COMPUTER SAS, y que desafortunadamente, el desabastecimiento de los componentes de fabricación de los equipos ha afectado a todos los fabricantes a nivel mundial y adicional que siendo imposible adquirir con otro fabricante las mismas especificaciones técnicas de los equipos en mención, hecho imprevisible que ha generado moras en la producción. Así nos encontramos ante el eximente de responsabilidad de "el hecho de un tercero", cumpliéndose el requisito de exterioridad que exige la jurisprudencia, el cual reza que: "La participación de alguien extraño a los intervinientes es el verdadero causante del daño y en este sentido, se configura una inexistencia del nexo causal, pues la sección tercera del Consejo de Estado ha dicho en forma clara y reiterada la afirmación según la cual, las causales exagerativas "rompen" el nexo de causalidad, para clarificar que la verdadera función de este tipo de causales es la de evitar la atribución jurídica del daño al demandado, es decir, impedir la imputación de acuerdo con lo señalado por el Consejo de Estado, sección tercera, sentencia del 11 de febrero de 2.009, expediente 17145 en los siguientes términos:

"Pues bien, de la dicotomía causalidad-imputación que se ha dejado planteada y explicada, se desprende ineluctablemente, la siguiente conclusión: frente a todo caso concreto que el juez de lo Contencioso Administrativo someta a examen habida consideración de que se aduce y se acredita la producción de un daño antijurídico, el nexo o la relación de causalidad entre la acción o la omisión de la autoridad pública demandada existe o no existe, pero no resulta jurídica ni lógicamente admisible sostener que el mismo se rompe o se interrumpe; si ello fuese así, si tal ruptura o interrupción del proceso causal de producción del daño sufriese una interrupción o ruptura, teniendo en cuenta que la causalidad constituye un fenómeno eminente y exclusivamente naturalístico, empírico, no cabe posibilidad distinta a la consistente en que, sin ambages, el daño no se ha producido, esto es, al no presentarse o concurrir alguna de las condiciones necesarias para su ocurrencia, la misma no llega a tener entidad en la realidad de los acontecimientos. Así pues, aunque constituye prácticamente una cláusula de estilo en la jurisprudencia contencioso-administrativa el sostener que la configuración, en un caso concreto, de alguna de las denominadas

"causales eximentes de responsabilidad" -fuerza mayor, caso fortuito y hecho

exclusivo y determinante de un tercero o de la víctima- conduce a la ruptura o a la interrupción del nexo o de la relación de causalidad entre el hecho dañoso y el resultado dañino, en estricto rigor y en consonancia con todo cuanto se ha explicado, lo que realmente sucede cuando se evidencia en el plenario la concurrencia y acreditación de una de tales circunstancias es la interrupción o, más exactamente, la exclusión de la posibilidad de atribuir jurídicamente la responsabilidad de reparar el daño a la entidad demandada, es decir, la operatividad en un supuesto concreto de alguna de las referidas "eximentes de responsabilidad" no destruye la tantas veces mencionada relación de causalidad, sino la imputación. "Por tanto, quede claro que el análisis que ha de llevarse a cabo por parte del Juez de lo Contencioso Administrativo cuando se le aduzca la configuración de una de las que han dado en denominarse "eximentes de responsabilidad" -como ocurre en el sub judice-, no constituye un examen de tipo naturalístico, fenomenológico, sino eminentemente valorativo-normativo, orientado a seleccionar, más allá del proceso causal de producción del daño, a cuál de los intervinientes en su causación debe imputarse o atribuirse jurídicamente la responsabilidad de repararlo, de conformidad con la concepción de justicia imperante en la sociedad, la cual se refleja en la pluralidad de títulos jurídicos de imputación al uso dentro del sistema jurídico".

...así como de acuerdo con lo señalado por el Consejo de Estado, Sección Tercera, sentencia del 26 de marzo de 2008, expediente 16530. Ver en mismo sentido: Consejo de Estado, Sección Tercera, sentencia del 18 de febrero de 2010, expediente 17179.: "Por otra parte, en relación con la causal de exoneración consistente en el hecho de un tercero, la jurisprudencia de esta Corporación ha señalado que la misma se configura siempre y cuando se demuestre que la circunstancia extraña es completamente ajena al servicio y que este último no se encuentra vinculado en manera alguna con la actuación de aquél".

De la misma manera, se cumplen los requisitos de irresistibilidad e imprevisibilidad exigibles en el análisis de la eximente de responsabilidad por el hecho de un tercero, toda vez que, NEX COMPUTER SAS no se encontraba en condiciones de preverlo, ni mucho menos de resistirlo, pues la orden de compra se emitió a ACER en tiempo para el proceso de fabricación, almacenamiento, transporte y en general todas las actividades logísticas que con ocasión a la orden de compra en referencia se requiere para el cumplimiento del contrato en su fecha de vencimiento, pero que lamentablemente nos vimos perjudicados por este hecho imprevisible, que ha generado un retraso con respecto a la fecha propuesta.

Adicionalmente en cumplimiento del principio de responsabilidad me permito traer a colación lo señalado en el artículo 4 de la ley 1150 de 2.007 con respecto a la tipificación, estimación y asignación del riesgo previsible, que se desarrolla en el artículo 2.2.1.1.6.3. del decreto 1082 de 2.015, que se define como un "Evento que puede generar efectos adversos y de distinta magnitud en el logro de los objetivos del Proceso de Contratación o en la ejecución de un Contrato" con el deber de evaluación del riesgo que debe hacer la Entidad, respecto al cumplimiento de metas y objetivos en el proceso de contratación, de acuerdo con los manuales y guías que para el efecto expida Colombia Compra Eficiente, y lo señalado en el documento CONPES 3714 de 2.011 en cuanto al riesgo previsible, documento que fue base para la elaboración del manual para la identificación y cobertura del Riesgo en los Procesos de Contratación de Colombia Compra Eficiente, y lo señalado en el documento CONPES 3714 de 2.011 en cuanto al riesgo previsible, documento que fue base para la elaboración del manual para la identificación y cobertura del Riesgo en los Procesos de Contratación de Colombia, por lo tanto y de acuerdo con los riesgos identificados, estimados y asignados en los estudios previos, el

riesgo de desabastecimiento de materia prima operativo de desabastecimiento de insumos, que se encuentra en cabeza del contratista, en cumplimiento del principio de responsabilidad, les informo en la etapa en que se encuentra la ejecución del contrato.

Luego de una lectura detallada de los mencionados documentos, es posible evidenciar entre otros riesgos, el riesgo tecnológico, el cual se refiere a "eventuales fallos en las telecomunicaciones, suspensión de servicios públicos, advenimiento de nuevos desarrollos tecnológicos o estándares que deben ser tenidos en cuenta para la ejecución del contrato, así como la obsolescencia tecnológica", el cual no es siempre previsible, por lo que se escapa de nuestras manos, el control de este.

Lo anterior, teniendo en cuenta que el riesgo tecnológico está en cabeza de los fabricantes, es decir, de un tercero ajeno a las partes, siendo irresistible para NEX COMPUTER SAS evitar el desabastecimiento de los componentes de los equipos, en el que nos encontramos, convirtiéndose este fenómeno en términos jurídicos en la causa extraña del "hecho de un tercero." Y cumpliéndose así el requisito de exterioridad.

En este orden de ideas, resulta evidente que nos encontramos ante la causa de la eximente de responsabilidad, cumpliendo con los requisitos de exterioridad, irresistibilidad e imprevisibilidad, tal y como se explicó anteriormente; en el presente documento.

En cumplimiento de esta misma cláusula, NEXCOM SAS, cumple con el deber de informar a la Entidad la ocurrencia del evento de "el hecho de un tercero" en el que estamos involucrados, con el fin de acordar un nuevo plazo para el cumplimiento de las obligaciones, motivo principal de esta solicitud.

#### **MODIFICACION BILATERAL:**

El contrato estatal tiene como características esenciales presupuestos de bilateralidad, colaboración y conmutatividad, es por esto por lo que dentro de la jurisprudencia se ha contemplado la prórroga contractual por mutuo acuerdo.

Sin embargo, dada la necesidad de ampliar el plazo sin suspender sus efectos, acudimos a la figura de prórroga contractual, y se hace necesario acudir a esta para el cumplimiento cabal del contrato y su obligación.

Por lo anterior, y dada las condiciones actuales, el tiempo necesario para la recepción, alistamiento y entrega respectiva, es hasta el 20 de junio de 2023, Término de tiempo que podrá reducirse con la colaboración del Fabricante ACER. Acudimos a la bilateralidad del contrato para que, por medio de la voluntad de las partes, se suscriba otrosí modificatorio que extienda el plazo de ejecución en el término solicitado.

#### **BUENA FE:**

Como principio General de Derecho, sustento de la presente petición de origen constitucional consagrado en el artículo 83 de nuestra Constitución Política, cuyo desarrollo normativo se encuentra contemplado en el artículo 1603 del Código Civil y 871 del Código de Comercio, además del artículo 28 de la ley 80 de 1993; No es más que la lealtad que debe estar presente en las partes intervinientes en un contrato; a groso modo, que acompañado de ese decoro y honradez en el actuar, permiten una convivencia pacífica, que como se ha anotado, se ejerció en la presente solicitud.

En nuestra calidad de contratista se realizó un manejo diligente y oportuno con el proveedor, ahondado en esfuerzos para el cumplimiento en debida forma, con los bienes que cumplen con las calidades y características solicitadas en los requisitos mínimos, en aras de cumplir con la finalidad contractual que motivó la apertura del presente proceso de selección. Sin embargo, dadas las condiciones fácticas, se ha generado el retraso que nos lleva a solicitar la presente prórroga.

9. Que, en virtud de los principios de Eficacia, buena fe y principios rectores de la ley 80, nos permitimos elevar la siguiente:

**PETICION:**

1. Acorde a lo manifestado previamente, respetuosamente solicitamos reconsiderar una ampliación de plazo de ejecución contractual hasta el día 20 de junio de 2023, en los términos de ejecución de la orden de Compra en Referencia.

Anexo carta del fabricante ACER, sobre la Orden de compra de los equipos.

Recibiremos notificación de nuestra petición en:

Correo electrónico [uriel@nex.com.co](mailto:uriel@nex.com.co) / [marketing@nex.com.co](mailto:marketing@nex.com.co)

Correo postal en la Cra 16 # 76-31 de Bogotá

Cordialmente



URIEL ROMAN C  
REPRESENTANTE LEGAL  
NEX COMPUTER SAS



Alcomex S.A.S. NIT 800.188.557-1

## ENTRADAS DE MERCANCÍA / ACTA INCONSISTENCIAS

No Consecutivo  
ZB02-4381No Aviso  
57758

Consignatario :	ACER AMERICA CORPORATION	C.C. / NIT Consignatario:	22372637422
Bodega :	ZB	Empresa :	SERVIALCOMEX S.A.S
Documento Transporte :	1051765643	Formulario :	9194093487
Tipo Movimiento :	OTM	Seguimiento :	SIN SEGUIMIENTO
No. Planilla Envío :	6511002312030	Tipo de Empaque :	BULTO
Inconsistencia :	NO	Fecha de Arribo :	26/05/2023 8:46:12 a. m.
Número Contenedor :	HLXU127211-3	Fecha de Inicio :	26/05/2023 9:28:00 a. m.
Tipo de Vehículo :	CONT 20'	Fecha de Finalización :	26/05/2023 10:01:28 a. m.

Documento de Transporte / Planilla de Envío				Recibido Físico			
Cant. Total (Bultos) :	20	Peso (kg) :	4958,67	Cant. Total (Bultos):	20	Peso (kg) :	4941
Diferencia Cantidad	0	Dif. Peso (kg):	-17,67	Posiciones de Estiba :	20		
Metros Cuadrados (M2):	24	Metros (M3):	33,6	Transportador :	INTEGRAL DE CARGA		
Número de Manifiesto :	116575013418384			Fecha de Manifiesto :	17/05/2023		

## Descripción Documento Transporte :

ACER AMERICA CORPORATION - COMPUTADORES PORTATILES

## Observaciones Bodega :

INGRESAN 20 PALLETS, VINIPELADOS, ZUNCHADOS, SIN VERIFICAR CONTENIDO INTERNO / BODEGA 13

Ubicación : ZB11ISLA001

## Resumen Estibas

No Estiba	Bultos	Peso	No Estiba	Bultos	Peso
489883	1	62,00	489884	1	86,00
489885	1	276,00	489886	1	75,00
489887	1	278,00	489888	1	277,00
489889	1	276,00	489890	1	278,00
489891	1	278,00	489892	1	285,00
489893	1	277,00	489894	1	277,00
489895	1	277,00	489896	1	277,00
489897	1	277,00	489898	1	277,00
489899	1	277,00	489900	1	278,00
489901	1	277,00	489902	1	276,00

## Firma Conductor

DIEGO ALEXANDER CORTES BORDA

CC: 1007156090

Transportador : INTEGRAL DE CARGA SAS-CARGRANEL

Placas : SPX214

## Elaboro :

JHON WILLIAM ARBOLEDA

## Responsable de recepción

Diego Cortes  
1007156090  
SPX274

SE RECIBEN BULTOS SIN VERIFICAR CONTENIDO INTERNO CONFORME FUERON RECIBIDOS



Alcomex S.A.S. NIT 800.188.557-1

**ENTRADAS DE MERCANCÍA / ACTA INCONSISTENCIAS**

No Consecutivo  
ZB02-4381

No Aviso  
57758

Consignatario :	ACER AMERICA CORPORATION	C.C. / NIT Consignatario:	22372637422
Bodega :	ZB	Empresa :	SERVIALCOMEX S.A.S
Documento Transporte :	1051765643	Formulario :	9194093487
Tipo Movimiento :	OTM	Seguimiento :	SIN SEGUIMIENTO
No. Planilla Envío :	6511002312030	Tipo de Empaque :	BULTO
Inconsistencia :	NO	Fecha de Arribo :	26/05/2023 8:46:12 a. m.
Número Contenedor :	HLXU127211-3	Fecha de Inicio :	26/05/2023 9:28:00 a. m.
Tipo de Vehículo :	CONT 20'	Fecha de Finalización :	26/05/2023 10:01:28 a. m.

Documento de Transporte / Planilla de Envío				Recibido Físico			
Cant. Total (Bultos) :	20	Peso (kg) :	4958,67	Cant. Total (Bultos):	20	Peso (kg) :	4941

Diferencia Cantidad	0	Dif. Peso (kg):	-17,67	Posiciones de Estiba :	20
Metros Cuadrados (M2):	24	Metros (M3):	33,6	Transportador :	INTEGRAL DE CARGA
Número de Manifiesto :	116575013418384			Fecha de Manifiesto :	17/05/2023

Descripción Documento Transporte :  
ACER AMERICA CORPORATION - COMPUTADORES PORTATILES

Observaciones Bodega :  
INGRESAN 20 PALLETS, VINIPELADOS, ZUNCHADOS, SIN VERIFICAR CONTENIDO INTERNO / BODEGA 13

Ubicación : ZB111SLA001

Resumen Estibas					
No Estiba	Bultos	Peso	No Estiba	Bultos	Peso

Total Estibas :20      Total Bultos : 20      Total Peso : 4941

<b>Firma Conductor</b>  DIEGO ALEXANDER CORTES BORDA  CC: 1007156090  Transportador :INTEGRAL DE CARGA SAS-CARGRANEL Placas :SPX214	<b>Elaboro :</b>  JHON WILLIAM ARBOLEDA
	<b>Responsable de recepción</b>

**SE RECIBEN BULTOS SIN VERIFICAR CONTENIDO INTERNO CONFORME FUERON RECIBIDOS**

Formulario : 9194093487

Compañía 216

SERVIALCOMEX S.A.S.

NIT: 830.506.117-7

Fecha Autorizado	2023/05/26	Fecha Elaborado	2023/05/26
Transacción	105	ING DESDE EL RM DE BS FIN MPRI PARTE Y PIEZ PAR REC UN SER	
Tipo de Operación	1	INGRESO DESDE EL RESTO DEL MUNDO	
Importador	830506117	SERVIALCOMEX S.A.S	
Sia	999999999	SIA DE PRUEBA	
Documento de Transporte	1051765643		
Documento de Exportación			
Factura Comercial	32301638		
Embarque			
Comentario	INGRESO - ACER AMERICA CORPORATION		

### DETALLE DE LA SUBPARTIDAS

SUBPARTIDA :		9999999998 INVENTARIO POR CARTONES O BULTOS	
Embalaje	PK BULTO	Acuerdo	
Cantidad	20.00	Número de Bultos	20
Peso Bruto	4960	Unidad Comercial	BTS BULTOS
País Origen	215 CHINA	Peso Neto	4712
País Compra	218 TAIWAN	País Destino	919 ZONA FRANCA BOGOTA
País Bandera	215 CHINA	País Procedencia	215 CHINA
Fletes y Seguro	0.00	Transporte	06 MULTIMODAL
Tasa de Cambio	4,521.64	Valor FOB Inicial US \$	
Valor CIF US\$	1,049,580.22	Valor CIF Pesos	4,745,823,905.9608
Vr FOB Real ó Ajustado US \$	1,049,580.22	Vr FOB Real ó Ajustado Pesos	4,745,823,905.9608
Justificación		Valor Ajuste US \$	

### DETALLE DE ÍTEMS POR SUBPARTIDA

CÓDIGO	DESCRIPCIÓN	MERCANCÍA	UND.	CANTIDAD	PRECIO(\$)
1051765643	ACER AMERICA CORPORATION - COMPUTADORES PORTATILES	SECCIÓN XX MERCANCÍAS Y PRODUCTOS DIVERSOS	BTS	20	1,049,580.22

## FORMULARIO DE MOVIMIENTO DE MERCANCIAS

Formulario : 9194093487

Compañía 216 SERVIALCOMEX S.A.S.

NIT: 830.506.117-7

### DETALLE DE LOS ANEXOS

CÓDIGO	DESCRIPCIÓN	DOCUMENTO	FECHA	COMENTARIO
02	DCTO TRANSP ENDOSA A USU ZF	1051765643	2023/05/26	
09	FACTURA Y-O LISTA DE EMPAQUE	32301638/32301673/32301681	2023/05/26	
10	FORMULARIO MOVIMIENTO DE MCIAS	9194093487	2023/05/26	
11	DOCUMENTO TRANSITO ADUANERO	6511002312030	2023/05/26	
100	PLANILLA DE RECEPCIÓN	17251002030709	2023/05/26	

Para los fines previstos en el artículo 83 de la constitución política de Colombia, declaro bajo gravedad de juramento que los conceptos, cantidades y demás datos aquí consignados en el presente formulario son correctos y fiel expresión de la verdad. Autorizo al Ministerio de Comercio Exterior, a utilizar la información contenida en el presente formulario para la elaboración

Firma del Usuario Operador

JESSIKA OLIVARES ALBA

1022422911

Valido como Firma

Firma del Usuario de Zona Franca

DANIEL ANDRES ZULUAGA

1108151892

Valido como Firma



SOLICITUD Y ACTA DE REEMPAQUE Y/O UNIFICACIÓN DE DOCUMENTOS

Código FO-SO-26 V:02 / VIG:ABR-18

No Aceptación: 2023123590 Fecha: 26/05/2023 3.24 PM

Señores  
ZONA FRANCA DE BOGOTÁ  
Dirección de Operaciones  
La Ciudad

Me permito solicitar el REEMPAQUE  UNIFICACIÓN  de la siguiente mercancía:

No. FMM Ingreso	No. Documento de Transporte	No. Bultos al Ingreso	No. Bultos a reempacar y/o unificar	Descripción Mercancía	Peso	Total Bultos después del reempaque y/o unificación
9194093487	1051765643	20.00	20.00	ACER AMERICA CORPORATION - COMPUTADORES PORTATILES	4,960.00	1,788.00

Observaciones: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Firma del Usuario de Zona Franca  
DANIEL ANDRES ZULUAGA  
1108151892

\_\_\_\_\_  
Firma del Usuario Operador  
JESSIKA OLIVARES ALBA  
1022422911

Cuando aplique.

Usuario Industrial de servicios que presta el servicio de Reempaque y/o Unificación.

\_\_\_\_\_  
Firma del Usuario Industrial

Nombre:

Identificación:

Shipper  
 ACER AMERICA CORP.C/O TECH-FRONT  
 (CHONGQING) COMPUTER CO.,LTD.  
 18#.ZONGBAO ROAD SHAPINGBA  
 DISTRICT CHONGQING 401332 CHINA



Consignee (This bill is non-negotiable unless marked „To order“ or „To The order of ...“ Here. See Clause 4).  
 ACER AMERICA CORPORATION Y/O  
 SERVIALCOMEX S.A.S  
 NIT 830.506.117-7  
 CARRERA 106 #15-25 MNZ 9 BOD. 14  
 ZONA FRANCA DE BOGOTA, COLOMBIA, \*

Notify Party 2 (No liability shall attach to the Carrier or to his Agent for failure to notify. See Clause 14).  
 \*110921 COLOMBIA CARGA EN OTM  
 ALEJANDRO OBANDO  
 MOBILE: +57 322 2621690  
 JORGE.OBANDO@KUEHNE-NAGEL.COM

Notify Party 1 (No liability shall attach to the Carrier or to this Agent for failure to notify. See Clause 14)  
 ACER AMERICA CORPORATION Y/O  
 SERVIALCOMEX S.A.S  
 NIT 830.506.117-7  
 CARRERA 106 #15-25 MNZ 9 BOD. 14  
 ZONA FRANCA DE BOGOTA, COLOMBIA, \*

Delivery Agent  
 KUEHNE + NAGEL S.A.S.  
 REG. DIAN NO.011 RES.08930 28.10.03  
 NIT. 800.039.996-1 CALLE 113 7-80  
 PISO 5 TORRE AR, BOGOTA COLOMBIA

Place of Receipt (Multimodal Transport only) | Pre-carriage by | Port of Loading  
 SHEKOU

Vessel | Voyage No. | Port of Transshipment  
 MSC ALIYA | FA313A

**B/L No.**  
 1051765643

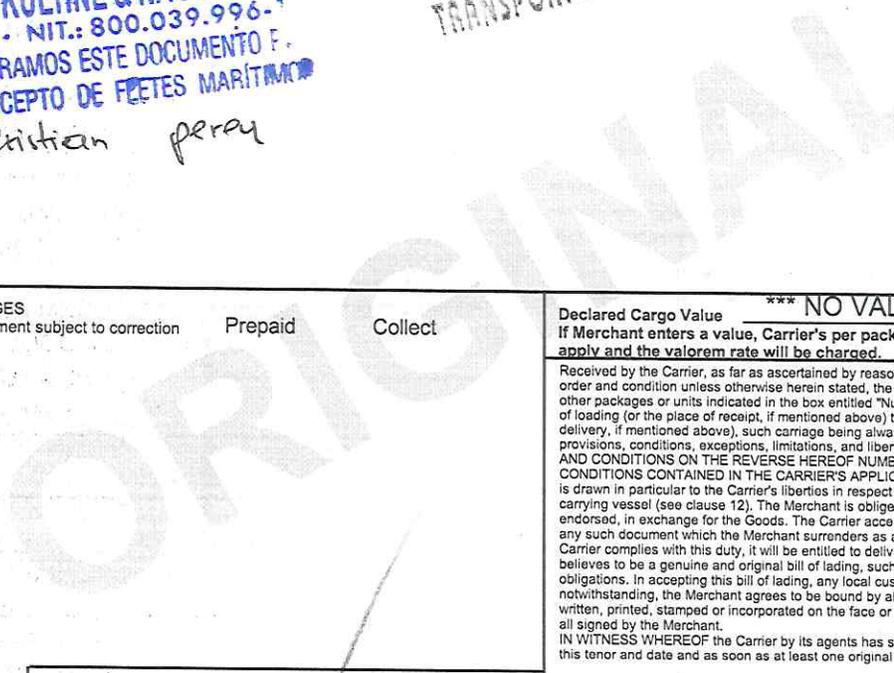
Port of Discharge | Place of Delivery (Multimodal Transport only) | Movement | Freight Payable at  
 BUENAVENTURA | BOGOTA | CY/CY | ORIGIN

**PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (See Clause 7.3)**

Marks and Numbers	Number of Packages	Description of Goods	Gross Weight kgs	Measurement
TOTAL	1	AS PER ATTACHED	4958,67	23,227

17 MAYO 2023  
 KUEHNE & NAGEL S.A.S.  
 NIT.: 800.039.996-1  
 LIBERAMOS ESTE DOCUMENTO F.  
 CONCEPTO DE FEETES MARITIMAS  
 Cristian peray

DOCUMENTO DE  
 TRANSPORTE MULTIMODAL  
 No. 7



OCEANFREIGHT AND CHARGES  
 Rates, Weight and/or Measurement subject to correction  
 Prepaid Collect

Declared Cargo Value **\*\*\* NO VALUE DECLARED \*\*\***  
 If Merchant enters a value, Carrier's per package limitation of liability shall not apply and the valorem rate will be charged.  
 Received by the Carrier, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number or quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF NUMBERED 1-21 AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) and the Merchant's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 13) and the carrying vessel (see clause 12). The Merchant is obliged to surrender one original bill of lading, duly endorsed, in exchange for the Goods. The Carrier accepts a duty of reasonable care to check that any such document which the Merchant surrenders as a bill of lading is genuine and original. If the Carrier complies with this duty, it will be entitled to deliver the Goods against what it reasonably believes to be a genuine and original bill of lading, such delivery discharging the Carrier's delivery obligations. In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant.  
 IN WITNESS WHEREOF the Carrier by its agents has signed three (3) original Bills of Lading all of this tenor and date and as soon as at least one original is surrendered the others shall be void.

Total amount due

Place and date of issue:  
 CHONGQING 14.04.2023

Shipped on board \*  
 Receipt only \*  
 \* please mark as appropriate  
 Date: 14.04.2023  
 Shipped on Board Vessel:  
 MSC ALIYA  
 Shipped from Port of Loading:  
 SHEKOU

For and on behalf of the Carrier  
  
 by KUEHNE+NAGEL S.A.S.  
 As Agents for the Carrier

BUNFSPLO1 00000278022023-05-12T14:51:38.335-04:00SAHNBLL

**1 DEFINITIONS**

"Carriage" 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 and related documentary, customs and IT processes.

"Carrier" means Transpac Container System Limited of Hong Kong, trading as Blue Anchor Line.  
"Carrier's Agents" include but are not limited to the Carrier and any person named as shipper in the bill of lading and/or issued (the Bill of Lading and the Customs + Nagel company in the country where the Goods are discharged and/or delivered).  
"Consolidator" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidator shall be construed accordingly.  
"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, win, flat, pallet, or any similar article of transport used to consolidate Goods and any ancillary equipment.  
"Freight" includes freight, demurrage, detention costs and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.  
"Hague Rules" means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and any equipment or Container not filled 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 the Unification of Certain Rules of Law 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.  
"Hostler" means any Person for the time being in the possession of, or lawfully entitled to possession of, this bill of lading or in whom rights of suit and/or liability under this bill of lading have been lawfully vested or transferred.  
"Indemnify" means defend, 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 indemnifying party.  
"Merchant" includes the Shipper and the Person named in the bill of lading as consignee and notify party, the receiver of the Goods and the Person entitled to receive the Goods on notification by the Merchant, the Holder of this bill of lading, any Person owing or lawfully entitled to the possession of the Goods or this bill of lading, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors.  
"Multimodal Transport" arises if the Carrier has indicated a place of receipt and/or a place of delivery on the front hereof in the relevant spaces.  
"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 Transport" arises if it is not Multimodal Transport.  
"Shipper" means the Person who tendered the Goods and any Person named as shipper in the bill of lading.  
"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, forwarding agents, agents, customs brokers, warehouses, longshoremen, customs inspection stations, port authorities, pilots and any independent contractors or agents employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.  
"Vessels" means any waterborne craft used in the Carriage under this bill of lading including but not limited to ocean vessels, feeder vessels and inland waterway vessels whether named in the bill of lading or substituted vessels.

**2 CONTRACTING PARTIES**

2.1 By accepting this bill of lading, the Merchant confirms and agrees that the Carrier's Agents act as the Carrier's agents only and that the Merchant has no claim against the Carrier's Agents for any claims arising out of the Carriage.

**3 CARRIER'S OBLIGATIONS**

3.1 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.

**4 NEGOTIABILITY**

4.1 This bill of lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable.  
4.2 This bill of lading shall be prima facie evidence only of the Carrier taking the Goods described in the bill of lading under its control, provided that and only to the extent the Carrier had no reasonable means of checking the Goods.

**5 SUB-CONTRACTING AND INDEMNITY**

5.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage and the Merchant agrees (to the extent that the Merchant is entitled to bring claims against Sub-Contractors) that any Sub-Contractor can, at its option, apply its own terms of contract with the Carrier to defend claims brought by the Merchant.  
5.2 The Merchant undertakes:

- (a) that no claim or allegation shall be made against any Sub-Contractor whatsoever, whether directly or indirectly, which imposes or attempts to impose upon any Sub-Contractor any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and
  - (b) if any claim or allegation should nevertheless be made against a Sub-Contractor, to indemnify the Carrier against all consequences thereof.
- 5.3 Without prejudice to the other provisions in this Clause 5, every Sub-Contractor shall have the benefit of all provisions herein benefiting the Carrier including Clause 21 hereof, the jurisdiction and law clause, as in this bill of lading (including Clause 21 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 Sub-Contractor and such Sub-Contractor shall to the extent he is deemed to be parties to this contract.

**6 CARRIERS LIABILITY**

6.1 Where the Carriage is Port to Port Transport:  
(a) the period of responsibility of the Carrier for any loss or damage to the Goods shall commence only at the moment the Goods are loaded on board the Vessel and shall end when the Goods are discharged from the Vessel;  
(b) the liability of the Carrier for loss of or damage to the Goods shall be determined in accordance with any national law making the Hague Rules or Hague-Visby Rules compulsorily applicable to bills of lading and if no such national law is compulsorily applicable, then in accordance with the Hague-Visby Rules Article 1-8 inclusive (excluding Article 3 rule 8);  
(c) 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, however 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 liability in the Hague Rules, Hague-Visby Rules, or any other rules as applied by clause 6.2 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur in sea.

(d) if the Goods are discharged at a place other than the Port of Discharge or 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 this bill of lading is to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the front side of this bill of lading as the Port of Discharge or Place of Delivery.

6.2 Where the Carriage is Multimodal Transport and the Merchant can prove at what stage the loss or damage occurred:  
(a) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law, which applies compulsorily to the relevant stage of the Multimodal Transport and cannot be departed from by private contract to the detriment of the claimant; and  
(b) where an international convention or national law does not apply compulsorily to the stage of the movement where the loss or damage occurred, any liability of the Carrier shall be determined by sub-clause 6.3.

6.3 Where the Carriage is Multimodal Transport but the Merchant cannot prove at what stage the loss or damage occurred or if this sub-clause applies pursuant to sub-clause 6.2:  
(a) the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:  
(i) the wrongful act or neglect of the Merchant or any Person acting on behalf of the Merchant other than the Carrier or its servant, agent or Sub-Contractor;  
(ii) compliance with the instructions of a government authority;  
(iii) the lack of, or defective condition of packing in 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 the Merchant, or any person acting on behalf of the Merchant;
- (e) inherent vice of the Goods;
- (f) insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads;
- (g) strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;
- (h) an act, neglect or default in the navigation or management of the Vessel occurring during carriage by water;
- (i) fire, unless the fire was 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.

- (c) Delay, consequential Loss Save as otherwise provided herein, the Carrier does not undertake that the Goods shall arrive at any place at any particular time and 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.
- (d) Notice of Loss or Damage The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or its 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 thereunder under this bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

- (e) 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 founded in contract, bailment, tort, breach of express or implied warranty or otherwise.
- (f) The Merchant shall indemnify the Carrier against any claim or liability (and 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.

**7 MERCHANTS WARRANTIES AND RESPONSIBILITIES**

7.1 Every Person defined as Merchant is jointly and severally liable to the Carrier for all the Merchant's undertakings, responsibilities and liabilities under or in connection with this bill of lading and to pay the Freight due under it without deduction or set-off.  
7.2 The Merchant warrants that in agreeing to this bill of lading he is or is the agent of and has the authority of the Person owing or entitled to the possession of the Goods and the bill of lading or any Person who has a present or future interest in the Goods and this bill of lading.  
7.3 The description and particulars of the Goods and Container set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, verified gross mass, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

7.4 The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any 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, impositions, expenses and losses (including without prejudice to the generality 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.  
7.5 The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. The Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing or by faulty loading or packing within Containers when such loading or packing has been performed by the Merchant or on behalf of the Merchant, or by the defect or unsuitability of the Containers when supplied by the Merchant, and shall indemnify the Carrier against any additional expenses so caused.

7.6 Any Container released into the care of the Merchant for packing, unloading or any other purpose whatsoever shall be at the sole risk of the Merchant until proper delivery to the Carrier at the time and place prescribed by the Carrier. If the Merchant fails to deliver the Container as such prescribed time and place, the Merchant shall be liable for the Carrier's applicable demurrage or detention charges arising therefrom. The Merchant is responsible for returning the empty Container, with interior brushed and clean, to the point or place designated by the Carrier, his servants or agents. The Merchant shall be liable for any charges, loss or any other expense arising therefrom. The Merchant shall be responsible for any loss and/or damage to, and any liabilities caused or incurred by such Container whilst in its custody and/or control.

7.7 The Merchant shall be liable for the loss, damage, contamination, soiling, deterioration or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or Sub-Contractor (other than the Merchant) caused by the Merchant or any Person acting on his behalf or for which the Merchant is otherwise responsible.  
7.8 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 cause in connection with the Goods for which the Carrier is not responsible.

**8 DANGEROUS GOODS**

8.1 No Goods which are or may become dangerous (whether or not so stated 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 information 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 characteristics of such Goods and so as to comply with all applicable laws, regulations and/or export requirements.

8.2 If the Merchant fails to provide such information and/or the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may, at any place, be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expense arising from the Carriage. The burden of proof that the Carriage of the Goods is a danger prohibited by the carriage of the Goods shall rest upon the Merchant.

8.3 The Merchant shall comply with rules which are mandatory according to the national law or by reason of international convention, relating to the carriage of Goods of a dangerous nature. If any Goods shipped with the knowledge of the Carrier as their dangerous nature shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

8.4 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 8 or from any cause in connection with the Goods for which the Carrier is not responsible.

**9 CONTAINERS**

9.1 Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with Goods owned by other Persons.  
9.2 The terms of the bill of lading shall govern the responsibility of the Carrier in connection with the Goods arising from the use of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.  
9.3 If a Container has been Consolidated by or on behalf of the Merchant, the Carrier shall not be liable for loss of or damage to the Goods:  
(a) caused by the manner in which the Container has been stuffed;  
(b) caused by the unsuitability of the Goods for carriage in the Container for its actual use; and  
(c) 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 (c) 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 stuffed.

9.4 Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.  
9.5 Goods stowed in closed containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on dock, on an open barge, on an open trailer, or on other railway transport without notice of their nature and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken to be within the definition of Goods for the purposes of the Hague Rules and Hague-Visby Rules.  
9.6 The provisions of clause 6 also apply with respect to flats, transportable tanks, trailers and pallets which have not been filled, packed or stowed by the Carrier.

9.7 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 9 or from railway transport without notice of their nature and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken to be within the definition of Goods for the purposes of the Hague Rules and Hague-Visby Rules.

**10 TEMPERATURE CONTROLLED CARGO**

10.1 The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading) if this bill of lading has been prepared by the Merchant or a Person acting on his behalf of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant thereunder that the Carrier has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that the thermocastic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.  
10.2 If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance and the Merchant shall indemnify the Carrier for any resulting loss to the Carrier's suffer.

10.3 The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage 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.

10.4 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 10 or from railway transport in connection with the Goods for which the Carrier is not responsible.

**11 INSPECTION OF GOODS**

11.1 The Carrier or any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or no obligation, to open and/or any Container or package at any time and to inspect the contents.  
11.2 It shall appear at any time that the Goods, or any part of them, cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier in its absolute discretion considers most appropriate, which measures and/or expense shall be deemed to constitute due delivery under this bill of lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

11.3 The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

**12 METHODS AND ROUTE OF TRANSPORT**

12.1 The Carrier may at any time and without notice to the Merchant:  
(a) use any means of transport or storage whatsoever;  
(b) load or carry the Goods on any Vessel if whether named on the front hereof or not;  
(c) use any means of transport or storage whatsoever, whether or not the Goods are to be carried on a Vessel or if the Vessel named on the front hereof is not used, or to use any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or provided for herein;  
(d) at any place unplug and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;  
(e) proceed at any spot and at any route in his discretion (whether or not the Carrier is a stevedore or direct driver or contractor or adventured route) and proceed to or stay at any place whatsoever, whether or not named in any order;  
(f) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;  
(g) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked with or without cargo onboard;

12.2 The Carrier shall not be liable for any loss of or damage to the Goods arising from any fire, explosion, warlike operations, strikes, riots or warlike operations, or any other cause whatsoever, whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading of the Goods, bunkering, undergoing repairs, adjusting instruments, lashing or being lashed, sailing with or without pilots, drydocking, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and the Carriage of the Goods or any other cause whatsoever, Anything done in accordance with sub-clause 12.1 above or any delay arising therefrom shall be deemed to be within the contract of Carriage and shall not be a deviation of whatsoever nature or degree.

**13 DECK CARGO**

13.1 Unless it is specifically stipulated that the Goods will be carried under deck on the front of this bill of lading, the Goods (whether containerised or not) may be stowed on or under deck without notice to the Merchant and any dock stowage shall not be a deviation of whatsoever nature or degree.  
13.2 If the Merchant has agreed to carry deck cargo, the Carrier shall not be liable for any loss of or damage to the Goods or that part thereof which are carried on deck cargo or under deck cargo shall participate in General Average and subject to Clause 13.3, such Goods shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules, the Hague-Visby Rules compulsorily applicable to this bill of lading.  
13.3 Goods which are stowed on the front of this bill of lading to be carried on deck, and which are actually carried on deck, are carried without responsibility on the part of the Carrier for any loss or damage of whatsoever nature arising during Carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever.

**14 COLLECTION AND DELIVERY OF THE GOODS**

14.1 When collection or delivery takes place at the Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the Vessel.  
(a) the Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of the Merchant at his own risk and expense.  
(b) any assistance given by the Carrier additional to the foregoing is given entirely at the Merchant's risk as to damage to or loss of Goods or injury to Persons.  
14.2 If at any time the Carriage is or is to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whenever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:  
(a) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, notwithstanding that any charges, dues or other expenses may be or become payable, if such charges, dues or other expenses are the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged as above without additional delay, the Goods (or that part thereof, as the case may be) shall nevertheless not be deemed to be discharged for the purposes of this clause until they are discharged from such craft, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease.

(b) without prejudice to the Carrier's right to subsequently abandon the Carriage under Clause 14.2 (a) above, continue the Carriage.  
(c) in any event the Carrier shall be entitled to full Freight on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

14.3 The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority. This shall amount to due delivery to the Merchant.  
14.4 Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder.

14.5 Delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may have against the Merchant without notice to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall nevertheless be deemed to be the responsibility of the Merchant and the Carrier. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods shall cease.

**15 BOTH-TO-BLAME COLLISION**

15.1 The latest version of BIMCO's Both-to-Blame Collision Clause is incorporated herein which is available on request.  
15.2 OCEAN VELOCAR  
15.3 General Average shall be adjusted at any part or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 2016, this covering all Goods whether carried on or under deck. The New Jason Clause as approved by BIMCO shall be considered as incorporated herein which is available on request.  
15.4 Notwithstanding sub-clause 15.1, the Merchant shall indemnify the Carrier in respect of any claims of General Average nature which may be made against the Carrier in connection with the Carriage of the Goods or that part thereof by the Carrier in this connection.  
15.5 Such security shall include a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be submitted to the Carrier prior to delivery of the Goods.  
15.6 The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

**16 FREIGHT**

16.1 Freight shall be deemed fully earned upon receipt of the Goods by the Carrier and shall be paid and be non-returnable in any event.  
16.2 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, deviation and other contingencies relative to Freight in the relevant tariff conditions. If no such Freight is quoted in Freight or revised between the date of the Freight agreement and the date when the Freight is paid, then all Freight shall be stipulation as to deviation exists or is applicable and if the currency in which the automatically and immediately charged in proportion to the extent of the devaluation or revaluation of the said currency. Payment shall be made in the currency named in the bill of lading or, at the option of the Carrier, in another currency specified by the Carrier.  
16.3 The Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, re-weigh, re-measure and revalue the Goods and if the particulars are found by the Carrier to be incorrect, it is agreed that without prejudice to the rights of the Carrier as per clause 11 a sum equal either to five times the difference between the correct Freight and the Freight charged or to double the correct Freight less the Freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier notwithstanding any other sum having been stated in this bill of lading as the Freight payable.

16.4 All Freight shall be paid without any set-off, counter-claim, deduction or stay of execution.  
16.5 Despite the acceptance by the Carrier of instructions to collect Freight or other expenses from any other Person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatsoever reason.  
16.6 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant.  
16.7 The Merchant shall reimburse the Carrier for any costs for deviation or delay or any other increase of costs of whatsoever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

**16 LIEN**

16.1 The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this bill of lading and to General Average contributions to whatsoever use.  
16.2 The Carrier shall also have a lien on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract.  
16.3 The Carrier may exercise his lien at any time and at any place in his sole discretion, whether the Carriage is completed or not. In any event any lien shall (a) survive the delivery of the Goods and (b) extend to cover the cost of recovering any sums due.  
16.4 To enforce and satisfy the Carrier's lien, the Carrier shall have the right to sell or otherwise dispose of the aforementioned Goods and documents by public auction or private sale at the Merchant's expense and in the Merchant's name and without any liability towards the Merchant, provided that the Carrier has used reasonable efforts to notify the shipper and the consignee shown on the front side of the sea waybill prior to any sale or other disposal and that the Carrier will pass on to the Merchant any proceeds of a sale and other disposal exceeding the sums due and the costs relating to the sale or other disposal.

**19 VARIATION OF THE CONTRACT**

19.1 No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.  
20 PARTIAL INVALIDITY  
20.1 If any provision in this bill of lading is held to be invalid or unenforceable by any court, tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this bill of lading contract shall be carried out as if such invalid or unenforceable provision was not contained herein.

**21 JURISDICTION AND LAW**

21.1 Disputes arising under this bill of lading shall be determined by the courts of London, United Kingdom and in accordance with the laws of England and Wales. No proceedings may be brought before other courts, unless both parties expressly agree the choice of the other court or arbitration tribunal and the law to be applied.

ATTACHMENT FOR



Bill of Lading

B/L No. 1051765643  
CHONGQING 14.04.2023

MARKS & NOS	QTY	TYPE	DESCRIPTION OF GOODS	WGHT	VOL
HLXU1272113 SEAL: HLG4793660 ACER	1	20' GE	CONTAINER SAID TO CONTAIN 20 PACKAGE(S) NOTEBOOK COMPUTER (20PKGS=20PLTS=1788CTNS) PO: AAPO23008314_3 AAPO23005601_1 AAPO23008313B_1 HS CODE: 847130 NAVA LOCK: 10630 FCL/FCL TOTAL: 1788 CARTON(S) IN 20 PALLETS ALL MENTIONED CONTAINERS SHIPPER'S LOAD, COUNT AND SEAL. FREIGHT PREPAID	4958,67	23,227
TOTAL	1			4958,67	23,227

ORIGINAL

<b>Shipper</b> ACER AMERICA CORP.C/O TECH-FRONT (CHONGQING) COMPUTER CO.,LTD. 18#,ZONGBAO ROAD SHAPINGBA DISTRICT CHONGQING 401332 CHINA		 <b>Bill of Lading</b> for Multimodal Transport And Port to Port Transport		
<b>Consignee</b> (This bill is non-negotiable unless marked „To order“ or „To The order of ...“ Here. See Clause 4). ACER AMERICA CORPORATION Y/O SERVIALCOMEX S.A.S NIT 830.506.117-7 CARRERA 106 #15-25 MNZ 9 BOD. 14 ZONA FRANCA DE BOGOTA, COLOMBIA, * 8305061177		<b>Notify Party 2</b> (No liability shall attach to the Carrier or to his Agent for failure to notify. See Clause 14). *110921 COLOMBIA CARGA EN OTM ALEJANDRO OBANDO MOBILE: +57 322 2621690 JORGE.OBANDO@KUEHNE-NAGEL.COM		
<b>Notify Party 1</b> (No liability shall attach to the Carrier or to this Agent for failure to notify. See Clause 14) ACER AMERICA CORPORATION Y/O SERVIALCOMEX S.A.S NIT 830.506.117-7 CARRERA 106 #15-25 MNZ 9 BOD. 14 ZONA FRANCA DE BOGOTA, COLOMBIA, *		<b>Delivery Agent</b> KUEHNE + NAGEL S.A.S. REG. DIAN NO.011 RES.08930 28.10.03 NIT. 800.039.996-1 CALLE 113 7-80 PISO 5 TORRE AR, BOGOTA COLOMBIA		
Place of Receipt (Multimodal Transport only)   Pre-carriage by		Port of Loading <b>SHEKOU</b>	<b>B/L No.</b> 1051765643	
Vessel <b>MSC ALIYA</b>	Voyage No. <b>FA313A</b>	Port of Transshipment	<b>B/L No.</b> 1051765643	
Port of Discharge <b>BUENAVENTURA</b>	Place of Delivery (Multimodal Transport only) <b>BOGOTA</b>	Movement <b>CY/CY</b>		
<b>PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (See Clause 7.3)</b>				
Marks and Numbers <b>TOTAL</b>	Number of Packages <b>1</b>	Description of Goods <b>AS PER ATTACHED</b>		Gross Weight kgs <b>4958,67</b>
Measurement <b>23,227</b>				
<b>OCEANFREIGHT AND CHARGES</b> Rates, Weight and/or Measurement subject to correction <b>Prepaid</b> <b>Collect</b>		<b>Declared Cargo Value</b> <b>*** NO VALUE DECLARED ***</b> If Merchant enters a value, Carrier's per package limitation of liability shall not apply and the valorem rate will be charged. Received by the Carrier, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number or quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF NUMBERED 1-21 AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) and the Merchant's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 13) and the carrying vessel (see clause 12). The Merchant is obliged to surrender one original bill of lading, duly endorsed, in exchange for the Goods. The Carrier accepts a duty of reasonable care to check that any such document which the Merchant surrenders as a bill of lading is genuine and original. If the Carrier complies with this duty, it will be entitled to deliver the Goods against what it reasonably believes to be a genuine and original bill of lading, such delivery discharging the Carrier's delivery obligations. In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant. IN WITNESS WHEREOF the Carrier by its agents has signed three (3) original Bills of Lading all of this tenor and date and as soon as at least one original is surrendered the others shall be void.		
<b>Total amount due</b>		Place and date of issue: <b>CHONGQING</b> <b>14.04.2023</b> For and on behalf of the Carrier  by <b>KUEHNE+NAGEL S.A.S.</b> As Agents for the Carrier		
<input checked="" type="checkbox"/> Shipped on board * <input type="checkbox"/> Receipt only * * please mark as appropriate	Date: <b>14.04.2023</b> Shipped on Board Vessel: <b>MSC ALIYA</b> Shipped from Port of Loading: <b>SHEKOU</b>			

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**1 DEFINITIONS**

"Carriage" 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 and related documentary, customs and IT processes.  
"Carrier" means Transpac Container System Limited of Hong Kong, trading as Blue Anchor Line.  
"Carrier's Agents" include but are not limited to the Kuehne + Nagel company which arranged the Carriage and/or issued this bill of lading and the Kuehne + Nagel company in the country where the Goods are discharged and/or delivered.  
"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.  
"Container" includes any container (including but not limited to open top container, trailer, transportable tank, platform, flat, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.  
"Freight" includes freight, demurrage, detention costs and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.  
"Goods" means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and 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 the Unification of Certain Rules of Law 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 to whom the bill of lading is, or lawfully entitled to possession of, this bill of lading or in whom rights of suit and/or liability under this bill of lading have been lawfully devolved or transferred.  
"Indemnify" means defend, 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 indemnifying party.  
"Merchant" includes the Shipper and the Person named in the bill of lading as consignee and notify party, the receiver of the Goods and the Person entitled to receive the Goods on notification by the Carrier, the Holder of this bill of lading, any Person owing or lawfully entitled to the possession of the Goods or this bill of lading, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors.  
"Multimodal Transport" arises if the Carrier has indicated a place of receipt and/or a place of delivery on the front hereof in the relevant provisions.  
"Package" where a Container is loaded with more than one package or unit, the package 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 of Port Transpac" arises if Multimodal Transport.  
"Shipper" means the Person who tendered the Goods to the Carrier and any Person named as shipper in the bill of lading.  
"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, forwarding agents, liner agents, customs brokers, 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 sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.  
"Vessel" means any waterborne craft used in the Carriage under this bill of lading including but not limited to ocean vessels, feeder vessels and inland water vessels whether under this bill of lading or substituted vessels.

**2 CONTRACTING PARTIES**

2.1 By accepting this bill of lading, the Merchant confirms and agrees that the Carrier's Agents act as the Carrier's agents only and that the Merchant has no claim against the Carrier's Agents for any claims arising out of the Carriage.

**3 CARRIER'S TARIFF**

3.1 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.

**4 NEGOTIABILITY**

4.1 This bill of lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable.  
4.2 This bill of lading shall be prima facie evidence only of the Carrier taking the Goods described in the bill of lading under its control, provided that and only to the extent the Carrier has not been discharged from the Vessel.

**5 SUB-CONTRACTING AND INDEMNITIES**

5.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage and the Merchant agrees (to the extent that the Merchant is entitled to bring claims against Sub-Contractors) that any Sub-Contractor can, at its option, apply its own terms of contract with the Carrier to defend claims brought by the Merchant.  
5.2 The Merchant undertakes:  
(a) that no claim or allegation shall be made against any Sub-Contractor whatsoever, whether directly or indirectly, which imposes or attempts to impose upon any Sub-Contractor any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty, delict, and;  
(b) if any claim or allegation should nevertheless be made against a Sub-Contractor, to indemnify the Carrier against all consequences thereof.

5.3 Without prejudice to the other provisions in this Clause 5, every Sub-Contractor shall have the benefit of all provisions herein benefiting the Carrier including clause 21 hereof, the jurisdiction and law clause, as if this bill of lading (including Clause 21 hereof) were expressly for its benefit and in entering into this contract the Carrier, to the extent of the indemnity, does so not only on his own behalf but also as agent or trustee for such Sub-Contractor and such Sub-Contractor shall to this extent be or deemed to be parties to this contract.

**6 CARRIER'S LIABILITY**

6.1 Where the Carriage is Port to Port Transport:  
(a) the period of responsibility of the Carrier for any loss or damage to the Goods shall commence only at the moment the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel;  
(b) the liability of the Carrier for loss of or damage to the Goods shall be determined in accordance with any national law making the Hague Rules or Hague-Visby Rules compulsorily applicable to bills of lading and to any such national law is compulsorily applicable, then in accordance with the Hague-Visby Rules Article 1-8 inclusive (including Article 3 sub-paragraph 1);  
(c) 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, however 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 liability in the Hague Rules, Hague-Visby Rules, or any other rules as applied by clause 6.2 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur as a result of the Carrier's negligence or fault.

6.2 Where the Carriage is Multimodal Transport and the Merchant can prove all stage the loss or damage occurred:  
(a) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law, which applies compulsorily to the relevant stage of the Multimodal Transport and cannot be departed from by private contract to the detriment of the claimant; and  
(b) there an international convention or national law does not apply compulsorily to the stage of the movement where the loss or damage occurred, any liability of the Carrier shall be determined by sub-clause 6.3.

6.3 Where the Carriage is Multimodal Transport but the Merchant cannot prove at what stage the loss or damage occurred or if this sub-clause applies pursuant to sub-clause 6.2:  
(a) the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:  
(i) the wrongful act or neglect of the Merchant or any Person acting on behalf of the Merchant other than the Carrier or its servant, agent or Sub-Contractor;  
(ii) compliance with the instructions of a competent authority; or  
(iii) the lack of, or defective condition of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;

(b) handling, loading, stowage or unloading of the Goods by the Merchant, or any person acting on behalf of the Merchant;  
(c) inherent vice of the Goods;  
(d) insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads;  
(e) strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;  
(f) an act, neglect or default in the navigation or management of the Vessel occurring during carriage by water;  
(g) fire, unless that the loss or damage is caused by the Carrier or lack of exercise of due diligence to make the Vessel seaworthy, properly to man, equip and supply the Vessel or to make her fit and safe for the reception, carriage and preservation of the Goods; for which the Merchant shall have the burden of proof;

(h) a nuclear incident;  
(i) any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.  
(b) The burden of proof that the loss or damage was due to one or more of the causes, or events, specified in sub-clause 6.3 (a) shall rest upon the Carrier. When 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 sub-clause 6.3 (a), it shall be presumed that it was so caused. The claimant 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, specified in sub-clause 6.3 (a).  
(c) Where the loss or damage was partly caused by one of the causes at sub-clause 6.3 (a) the Carrier shall only be liable to the extent that another cause contributed to the loss or damage.

6.4 Compensation and Limitation  
(a) 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 value of the Goods at the place and time at which they were accepted for Carriage.  
(b) Where the Hague Rules, Hague-Visby Rules or any other rules compulsorily apply to the Carriage the Carrier's liability shall in no event exceed the amounts provided for in the applicable rules.  
(c) In all other cases compensation shall not exceed the limitation of liability of 2 SDRs per kilo of gross weight of the Goods lost, damaged in or respect of which the claim arises.

6.5 Time-bar  
(a) Where the Hague Rules, Hague-Visby Rules or any other rules apply compulsorily to the Carriage, the time limit for bringing claims will be as prescribed by the applicable rules.  
(b) In all other cases, the Carrier shall be discharged of all liability whatsoever unless suit is brought within nine months after the delivery of the Goods or the date when the Goods should have been delivered.

6.6 Liability applicable to both kind of transport mode  
(a) The Carrier shall not be liable for an amount greater than the actual loss to the Person entitled to make the claim.  
(b) An 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 Merchant 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 and, if required by the Carrier, extra freight being 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.

(c) Delay, Consequential Loss Save as otherwise provided herein, the Carrier does not undertake that the Goods shall arrive at any place at any particular time and shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and in no event shall be liable for consequential loss or damage, if the Carrier is found liable for delay, liability shall be limited to the Freight applicable to the relevant stage of the transport.  
(d) Notice of Loss or Damage The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or its 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 thereunder under this bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter.  
(e) The time and places of delivery 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.

(f) The Merchant shall indemnify the Carrier against any claim or liability (and 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.

**7 MERCHANT'S WARRANTIES AND RESPONSIBILITIES**

7.1 Every Person defined as Merchant is jointly and severally liable to the Carrier (or all the Merchant's undertakings, responsibilities and liabilities under or in connection with this bill of lading and to pay the Freight due under it without deduction or set-off.  
7.2 The Merchant warrants that in agreeing to this bill of lading he is or is 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.  
7.3 The description and particulars of the Goods and Container set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, verified gross mass, weight, content, mass, weight, quantity, quality, condition, marks, numbers and value are correct.  
7.4 The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any 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 generality 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.  
7.5 The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. The Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing or by faulty loading or packing within Containers when such loading or packing has been performed by the Merchant or an agent of the Merchant, or by the defect or unsuitability of the Containers when supplied by the Merchant, and shall indemnify the Carrier against any additional expenses so caused.

7.6 Any Container released into the care of the Merchant for packing, unloading or any other purpose whatsoever shall be at the sole risk of the Merchant until proper redelivery to the Carrier at the time and place prescribed by the Carrier. If the Merchant fails to deliver the Container at such prescribed time and place, the Merchant shall be liable to the Carrier for the applicable damage or detention charges arising therefrom. The Merchant is responsible for returning the empty Container, with interlocks trusted and clear, to the port or place designated by the Carrier. His servants or agents. The Merchant shall be liable for any charges, loss or any other expenses arising therefrom. The Merchant shall be responsible for any loss and/or damage, and any liabilities caused or incurred by such Container whilst in its custody and/or control.  
7.7 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) of the Carrier or Sub-Contractor (other than the Merchant) caused by the Merchant or any Person acting on his behalf or for which the Merchant is otherwise responsible.  
7.8 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 cause in connection with the Goods for which the Carrier is not responsible.

**8 DANGEROUS GOODS**

8.1 No Goods which are or may become dangerous (whether or not so listed in code), 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 characteristics of any such Goods and to be in compliance with applicable laws, regulations and/or requirements.  
8.2 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and, if, at any time, they are deemed to be a hazard to life or property, they may at any time be unloaded, destroyed or rendered harmless. As circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expense arising from the Carriage. The burden of proof that the Carrier knew the exact nature of the danger created by the carriage of the Goods shall rest upon the Merchant.  
8.3 The Merchant shall comply with rules which are mandatory according to the national law or by reason of international convention, relating to the carriage of Goods of a dangerous nature. If any Goods shipped with the knowledge of the Carrier as their dangerous nature shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average.  
8.4 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 8 or from any cause in connection with the Goods for which the Carrier is not responsible.

**9 CONTAINERS**

9.1 Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with Goods owned by other Persons.  
9.2 The terms of the bill of lading shall govern the responsibility of the Carrier in connection with 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.  
9.3 If a Container has been Consolidated by or on behalf of the Merchant, the Carrier shall not be liable for loss of or damage to the Goods:  
(a) caused by the manner in which the Container has been stuffed;  
(b) caused by the unsuitability of the Goods for Container actually used;  
(c) 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 (c) 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 stuffed;  
(d) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.  
9.4 Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.  
9.5 Goods stowed in closed containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on deck, on an open lorry, on an open trailer, on a non-railway wagon, or on a road vehicle, subject to the provisions of the General Average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules and Hague-Visby Rules.  
9.6 The provisions of clause 6 also apply with respect to ailers, transportable tanks, flats and pallets which have not been fitted, packed or stowed by the Carrier.  
9.7 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 9.

**10 TEMPERATURE CONTROLLED CARGO**

10.1 The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filing in the box on the front of this bill of lading) this bill of lading has been prepared by the Merchant or a Person acting on his behalf) of their nature and particular temperature range to be maintained and one case of a temperature controlled Container Consolidated by or on behalf of the Merchant herein undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that its thermocouple controls have been properly set by the Merchant before receipt of the Goods by the Carrier.  
10.2 If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance and the Merchant shall indemnify the Carrier for any resulting loss to the Carrier suffer.  
10.3 The Carrier shall not be liable for loss of or damage to the Goods arising from defects of detachment, breakdown, stoppage 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.  
10.4 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 10 or from any cause in connection with the Goods for which the Carrier is not responsible.

**11 INSPECTION OF GOODS**

11.1 The Carrier or any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or examine any Container or package at any time and to inspect the contents.  
11.2 It appears at any time that the Goods, or any part of them, cannot safely or properly be carried, or carried further, either all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereof, and/or to seal or dispose of the Goods and/or to abandon the Carriage and/or to store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which measures and/or actions shall be deemed to constitute due delivery under this bill of lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.  
11.3 The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage whatsoever arising from any action or lack of action under this clause.

**12 METHODS AND ROUTE OF TRANSPORTATION**

12.1 The Carrier may at any time and without notice to the Merchant:  
(a) use any means of transport or storage whatsoever;  
(b) load or carry the Goods on any Vessel if whether named on the front hereof or not;  
(c) transfer the Goods from one mode of transport to another including transshipping or forwarding the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;  
(d) at any place unplug and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;  
(e) proceed at any spot and any route in his discretion (whether or not the Merchant or most direct or customary or advertised route) and proceed to or stay at any place whatsoever in any order;  
(f) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;  
(g) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(h) transfer the Goods from one mode of transport to another including transshipping or forwarding the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;  
(i) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(j) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(k) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(l) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(m) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(n) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(o) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(p) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(q) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(r) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(s) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(t) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(u) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(v) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(w) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(x) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(y) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;  
(z) permit the Vessel to proceed with or without pilots, to lower or be lowered or to be dry-docked with or without cargo onboard;

**13 DECK CARGO**

13.1 Unless it is specifically stipulated that the Goods will be carried under deck on the front of this bill of lading, the Goods (whether consolidated or not) may be carried on deck or under deck without notice to the Merchant and without any deck stowage shall be a deviation of the above nature or degree.  
13.2 In carried on deck, the Carrier shall not be required to rotate, rack or stow on the bill of lading any statement of such deck carriage. Such Goods whether carried on deck or under deck shall participate in General Average and, subject to Clause 13.3, such Goods shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules. The Hague-Visby Rules compulsorily applicable to this bill of lading.  
13.3 Goods which are carried on deck or under deck and which are actually carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever.

**14 COLLECTION AND DELIVERY OF THE GOODS**

14.1 The place where the Carrier takes place at the Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:  
(a) the Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of the Merchant at his own risk and expense.  
(b) Any assistance given by the Carrier in loading or unloading shall be for the Merchant's risk as to damage to or loss of Goods or injury to Persons.  
14.2 At any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whenever and however arising (whether or not the Carriage has commenced) the Carrier may:  
(a) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's expense at any place which the Carrier deems appropriate, notwithstanding that any charges, dues or other expenses may be or become payable, if such charges, dues or other expenses are not paid by the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged as set out without additional delay, the Goods (or part thereof), as the case may be, shall nevertheless not be deemed to be discharged for the purposes of this clause until they are discharged from such craft, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall terminate.  
(b) Without prejudice to the Carrier's right to subsequently abandon the Carriage under Clause 14.2 (a) above, continue the Carriage.  
(c) In any event the Carrier shall be entitled to full Freight on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

14.3 The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority. This shall amount to due delivery to the Merchant.  
14.4 Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not affect the Carrier's liability in respect of the Goods or its obligation thereunder.  
14.5 If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may have versus the Merchant without notice to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant and the costs of such storage (if paid) or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall be borne by the Merchant to the extent of the Freight paid to the Carrier. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

**15 BOTH-TO-BLAME COLLISION**

15.1 The liability of the Carrier under the BIMCO's Both-to-Blame Collision Clause is incorporated herein with the following modification:  
15.2 General Average shall be adjusted at any part or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 2016, this covering all Goods whether carried on or under deck. The New Jason Clause as approved by BIMCO shall be considered as incorporated herein which is available on request.  
15.3 Notwithstanding that the Merchant shall be liable for the loss of or damage to the Goods or that part thereof, the Merchant shall be liable to contribute to the loss of or damage to the Goods or that part thereof so discharged could have been discharged as set out without additional delay, the Goods (or part thereof), as the case may be, shall nevertheless not be deemed to be discharged for the purposes of this clause until they are discharged from such craft, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall terminate.  
15.4 If Freight shall be paid without any set-off, counter-claim, deduction or stay of execution.  
15.5 Despite the acceptance by the Carrier of instructions to collect Freight or other expenses from any other Person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatsoever reason.  
15.6 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant.  
15.7 The Merchant shall reimburse the Carrier for any costs for deviation or delay or any other increases of costs of whatsoever nature caused by war, warlike operations, expeditions, strikes, government directions or force majeure.  
15.8 LIEN  
15.9 The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this bill of lading and to General Average contributions to whomsoever due.  
15.10 The Carrier shall also have a lien on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract.  
15.11 The Carrier may exercise his lien at any time and at any place in his sole discretion, whether the Carriage is completed or not. In any event any lien shall (a) not be subject to the provisions of the Goods and (b) extend to cover the cost of recovering any sums due.  
15.12 To enforce and satisfy the Carrier's lien, the Carrier shall have the right to sell or otherwise dispose of the aforementioned Goods and documents by public auction or private treaty at the Merchant's expense and in the Merchant's name and without any liability towards the Merchant, provided that the Carrier has used reasonable efforts to notify the shipper and the consignee shown on the front side of the way bill prior to any sale or other disposal and that the Carrier will pass on to the Merchant any proceeds of a sale or other disposal exceeding the sums due and the costs relating to the sale or other disposal.  
15.13 VARIATION OF THE CONTRACT  
15.14 No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.  
15.15 PARTIAL INVALIDITY  
15.16 If any provision in this bill of lading is held to be invalid or unenforceable by any court, tribunal or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall affect only that provision. The validity of the remaining provisions shall not be affected thereby and this bill of lading contract shall be carried out as if such invalid or unenforceable provision was not contained herein.  
15.17 JURISDICTION AND LAW  
15.18 Disputes arising under this bill of lading shall be determined by the courts of London, United Kingdom and in accordance with the laws of England and Wales. No proceedings may be brought before other courts, unless both parties expressly agree the choice of the other court; or arbitration tribunal and the law to be then applicable.

ATTACHMENT FOR



Bill of Lading

B/L No. 1051765643  
CHONGQING 14.04.2023

MARKS & NOS	QTY	TYPE	DESCRIPTION OF GOODS	WGHT	VOL
HLXU1272113 SEAL: HLG4793660 ACER	1	20' GE	CONTAINER SAID TO CONTAIN 20 PACKAGE(S) NOTEBOOK COMPUTER (20PKGS=20PLTS=1788CTNS) PO: AAPO23008314_3 AAPO23005601_1 AAPO23008313B_1 HS CODE: 847130 NAVA LOCK: 10630 FCL/FCL TOTAL: 1788 CARTON(S) IN 20 PALLETS ALL MENTIONED CONTAINERS SHIPPER'S LOAD, COUNT AND SEAL. FREIGHT PREPAID	4958,67	23,227
TOTAL	1			4958,67	23,227

ORIGINAL

Shipper ACER AMERICA CORP./O TECH-FRONT (CHONGQING) COMPUTER CO.,LTD. 18# ZONGBAO ROAD SHAPINGBA DISTRICT CHONGQING 401332 CHINA		 <b>Blue Anchor Line</b> <b>Bill of Lading</b> for Multimodal Transport And Port to Port Transport		
Consignee (This bill is non-negotiable unless marked „To order“ or „To The order of ...“ Here. See Clause 4). ACER AMERICA CORPORATION Y/O SERVIALCOMEX S.A.S NIT 830.506.117-7 CARRERA 106 #15-25 MNZ 9 BOD. 14 ZONA FRANCA DE BOGOTA, COLOMBIA, *		Notify Party 2 (No liability shall attach to the Carrier or to his Agent for failure to notify. See Clause 14). *110921 COLOMBIA CARGA EN OTM ALEJANDRO OBANDO MOBILE: +57 322 2621690 JORGE.OBANDO@KUEHNE-NAGEL.COM		
Notify Party 1 (No liability shall attach to the Carrier or to this Agent for failure to notify. See Clause 14). ACER AMERICA CORPORATION Y/O SERVIALCOMEX S.A.S NIT 830.506.117-7 CARRERA 106 #15-25 MNZ 9 BOD. 14 ZONA FRANCA DE BOGOTA, COLOMBIA, *		Delivery Agent KUEHNE + NAGEL S.A.S. REG. DIAN NO.011 RES.08930 28.10.03 NIT. 800.039.996-1 CALLE 113 7-80 PISO 5 TORRE AR, BOGOTA COLOMBIA		
Place of Receipt (Multimodal Transport only)	Pre-carriage by	Port of Loading	B/L No.	
		SHEKOU		
Vessel	Voyage No.	Port of Transshipment	1051765643	
MSC ALIYA	FA313A			
Port of Discharge	Place of Delivery (Multimodal Transport only)	Movement	Freight Payable at	
BUENAVENTURA	BOGOTA	CY/CY	ORIGIN	
<b>PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE (See Clause 7.3)</b>				
Marks and Numbers	Number of Packages	Description of Goods	Gross Weight kgs	Measurement
TOTAL	1	AS PER ATTACHED	4958,67	23,227
OCEANFREIGHT AND CHARGES Rates, Weight and/or Measurement subject to correction		Prepaid Collect	Declared Cargo Value <b>*** NO VALUE DECLARED ***</b> If Merchant enters a value, Carrier's per package limitation of liability shall not apply and the valorem rate will be charged.	
Total amount due		Received by the Carrier, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number or quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS CONTAINED ON THE REVERSE HEREOF NUMBERED 1-21 AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) and the Merchant's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 13) and the carrying vessel (see clause 12). The Merchant is obliged to surrender one original bill of lading, duly endorsed, in exchange for the Goods. The Carrier accepts a duty of reasonable care to check that any such document which the Merchant surrenders as a bill of lading is genuine and original. If the Carrier complies with this duty, it will be entitled to deliver the Goods against what it reasonably believes to be a genuine and original bill of lading, such delivery discharging the Carrier's delivery obligations. In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant. IN WITNESS WHEREOF the Carrier by its agents has signed three (3) original Bills of Lading all of this tenor and date and as soon as at least one original is surrendered the others shall be void.		
<input checked="" type="checkbox"/> Shipped on board * <input type="checkbox"/> Receipt only * * please mark as appropriate		Date: 14.04.2023 Shipped on Board Vessel: MSC ALIYA Shipped from Port of Loading: SHEKOU		
		Place and date of issue: CHONGQING 14.04.2023 For and on behalf of the Carrier  by <u>KUEHNE+NAGEL S.A.S.</u> As Agents for the Carrier		

BUNFSPL01 00000278022023-05-12T14:51:38.335-04:00SAH-NBLBL



ATTACHMENT FOR



Bill of Lading

B/L No.	1051765643
CHONGQING	14.04.2023

MARKS & NOS	QTY	TYPE	DESCRIPTION OF GOODS	WGHT	VOL
HLXU1272113 SEAL: HLG4793660 ACER	1	20' GE	CONTAINER SAID TO CONTAIN 20 PACKAGE(S) NOTEBOOK COMPUTER (20PKGS=20PLTS=1788CTNS) PO: AAPO23008314_3 AAPO23005601_1 AAPO23008313B_1 HS CODE: 847130 NAVA LOCK: 10630 FCL/FCL TOTAL: 1788 CARTON(S) IN 20 PALLETS ALL MENTIONED CONTAINERS SHIPPER'S LOAD, COUNT AND SEAL. FREIGHT PREPAID	4958,67	23,227
TOTAL	1			4958,67	23,227

ORIGINAL

Shipper: <b>KUEHNE &amp; NAGEL LTD CHONGQING BRANCH</b> RM2010-2012, METROPOLITAN TOWER NO. 58 ZOURONG RD, YUZHONG DISTRICT, CHONGQING, 400010 P.R. CHINA AGENT OF BLUE ANCHOR LINE				
Consignee (not negotiable unless consigned to order): <b>KUEHNE + NAGEL S.A.S.</b> REG. DIAN NO.011 RES.08930 28.10.03 NIT. 800.039.996-1 CALLE 113 7-80 PISO 5 TORRE AR, BOGOTA COLOMBIA AGENT OF BLUE ANCHOR LINE		Carrier's Reference: <b>72267477</b>	B/L-No.: <b>HLCUCKG230350219</b>	Page: <b>2 / 3</b>
Notify Address (Carrier not responsible for failure to notify; see clause 20 (1) hereof): <b>KUEHNE + NAGEL S.A.S.</b> REG. DIAN NO.011 RES.08930 28.10.03 NIT. 800.039.996-1 CALLE 113 7-80 PISO 5 TORRE AR, BOGOTA COLOMBIA AGENT OF BLUE ANCHOR LINE		Forwarding Agent:		
Vessel(s): <b>MSC ALIYA</b>		Voyage-No.: <b>FA313A</b>		
Port of Loading: <b>SHEKOU</b>		Place of Receipt:		
Port of Discharge: <b>BUENAVENTURA</b>		Place of Delivery:		

**NAVEMAR S.A.S.**  
 NIT. 860.001.560-8  
**15 MAY 2023**  
**LIBERADO**  
**ACOMPLISHE**

Container Nos., Seal Nos.; Marks and Nos.	Number and Kind of Packages, Description of Goods	Gross Weight:	Measurement:
<b>HLXU 1272113</b> <b>SEAL:</b> <b>HLG4793660</b> <b>MARKS &amp; NOS:</b> <b>ACER</b>	<b>1 CONT. 20'X8'6" GENERAL PURPOSE CONT. SLAC*</b> <b>20 PACKAGES</b> <b>NOTEBOOK COMPUTER</b> <b>(20PKGS=20PLTS=1788CTNS)</b> <b>PO:</b> <b>AAPO23008314 3</b> <b>AAPO23005601 1</b> <b>AAPO23008313B 1</b> <b>HS CODE: 847130</b> <b>NAVA LOCK: 10630</b> <b>FCL/FCL</b> <b>TOTAL: 1788 CARTON(S) IN</b> <b>20 PALLETS</b>	<b>4958.670</b> <b>KGM</b>	<b>23.227</b> <b>MTQ</b>

\*SLAC = Shipper's Load, Stow, Weight and Count

CONSIGNEE'S NIT NUMBER : 800039996-1

Shipper's declared Value [see clause 7(2) and 7(3)]		Above Particulars as declared by Shipper. Without responsibility or warranty as to correctness by Carrier [see clause 11]		<b>ORIGINAL</b>
Total No. of Containers received by the Carrier: <b>1</b>		Packages received by the Carrier:		
Movement: <b>FCL/FCL</b>		Currency:		
Charge	Rate	Basis	Wt/Vol/Val	P/C Amount
Total Freight Prepaid		Total Freight Collect		Total Freight
Place and date of issue:		<b>BUN</b> <b>14/APR/2023</b>		
Freight payable at:		Number of original Bs/L: <b>2/3</b>		
<b>FOR ABOVE NAMED CARRIER</b> <b>HAPAG-LLOYD COLOMBIA LTDA AS AGENT</b> David Mantilla Jaimes				

Ballindamm 25 - D-20095 Hamburg VAT-ID-No: DE813960018

MTD17312 (FE...)\_BL\_HLAG

90147345 L.V. 06/16

# Bill of Lading · Terms and Conditions

- 1. Definitions**
- "BIMCO"** means the Baltic and International Maritime Council.
- "Carriage"** means the whole or any part of the operations and services undertaken by Carrier in respect of the Goods covered by this Bill of Lading.
- "Carrier"** means the party named on page 2 of this Bill of Lading.
- "Container"** includes any container, trailer, transportable tank, flat, or any similar article used to consolidate Goods and any connected equipment.
- "Freight"** includes all charges payable to Carrier in accordance with the applicable tariff and this Bill of Lading.
- "Goods"** means the whole or any part of the cargo received from the shipper and includes any equipment or Container not supplied by or on behalf of the Carrier.
- "Hague Rules"** means the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 only.
- "Hague-Visby Rules"** means the Hague Rules including the Visby amendments of 1968 and the amendments by the Protocol of 1979.
- "Merchant"** includes the booking party, shipper and consignee named on page 2 hereof, holder, receiver of the Goods or of this Bill of Lading, and any person owning or entitled to the possession of the Goods or of this Bill of Lading. It includes the owners, managers and operators of any Vessel (other than Carrier), master, officers and crew of the Vessel(s), charterers, slot and space charterers, the Vessel, all underlying carriers, bailees, direct and indirect subcontractors, stevedores, terminal and groupage operators, road and rail transport operators, or any other party employed by or on behalf of Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with Carrier or not.
- "US COGSA"** means any Vessel including but not limited to a main line vessel, feeder ship, barge or any other means of conveyance by water used for the Carriage of the Goods under this Bill of Lading.
- "Vessel"** means the verified gross mass obtained by one of the permissible methods pursuant to ch. VI, part A, reg. 2 paragraph 4 of SOLAS 1974 (as amended from time to time) and the applicable regulations of the State of the loading port.
- 2. Carrier's Tariff**
- The terms and conditions of Carrier's applicable tariff are incorporated herein, including but not limited to terms and conditions relating to demurrage and detention. The provisions relevant to the applicable tariff can be acquired from Carrier or its Agents upon request. Carrier's standard tariff can be accessed online at [www.hague-loyd.com](http://www.hague-loyd.com). In the case of any inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.
- 3. Warranty**
- Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.
- 4. Sub-Contracting and Indemnity**
- (1) Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage, including but not limited to loading, unloading, storing and warehousing.
- (2) Merchant hereby agrees that no Servants or Agents are, or shall be deemed to be liable with respect to the Carriage as Carrier, bailee or otherwise, and agrees not to file any claim against any Servant or Agent seeking to impose liability in connection with the Carriage, if any claim is made against any of the Servants or Agents, Merchant shall indemnify Carrier against all consequences thereof. Without prejudice to the foregoing, all rights, exemptions, defenses, and limitations of and exonerations from liability provided by law or by these Terms and Conditions, including the jurisdiction clause, shall be available to every Servant or Agent and Vessel which shall be entitled to enforce same against Merchant.
- (3) The provisions of Clause 4 (2) shall extend to claims of whatsoever nature against other persons chartering space on the carrying Vessel.
- 5. Carrier's Responsibility**
- (1) Port-to-Port Shipment**
- (a) When loss or damage has occurred to the Goods between the time of loading on the Vessel and the time of discharge from the Vessel, the responsibility of Carrier shall be determined in accordance with German law making the Hague Rules compulsorily applicable. The BIMCO Paramount Clause General shall be incorporated herein.
- (b) However, in the event that the Bill of Lading covers a shipment from or to the USA, US COGSA shall govern and apply from loading the Goods on the Vessel until discharge. US COGSA shall also be applicable during all times before the Goods are loaded on or after they are discharged from the Vessel.
- (c) Carrier shall not be responsible for any fault of its personnel and of the Vessel's crew (as defined in § 478 German Commercial Code) in cases of damage or loss caused by fire or explosion on board the Vessel or caused by the navigation or management of the Vessel, in the latter case save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods ("Error in Navigation and Fire Defenses").
- (d) Carrier shall not be responsible for any fault of other persons involved in the navigation or management of the Vessel, in particular pilots on board of the Vessel or the crew of a tug boat assisting the Vessel, in cases of damage or loss caused by the navigation or the management of the Vessel, save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods.
- (e) Prior to loading and after discharge Carrier is not deemed to have custody of the Goods. Carrier is not responsible for acts or omissions of a terminal operator to which the Goods were submitted.
- (f) Unless notice of loss or damage be given in writing to Carrier or its agent at the port of discharge before or at the time of the removal of the Goods into the custody of the person entitled to delivery hereunder under the Bill of Lading, or, if the loss or damage is not apparent, within three (3) days, such removal shall be *prima facie* evidence of the delivery by Carrier as described in this Bill of Lading and any such loss or damage which may have occurred to the Goods shall be deemed to be due to circumstances which are not the responsibility of Carrier. The notice must clearly specify the damage. Notwithstanding the aforesaid, if a Container has been delivered to Merchant, Merchant must prove that the damage to or loss of the Goods did not occur during the period after delivery, when the Container was in the custody of Merchant.
- (g) Compensation shall be calculated by reference to the value of the Goods at the place and the time they are delivered to Merchant, or at the place and the time they should have been delivered. For the purpose of determining the extent of Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus Freight and insurance if paid.
- (2) Multimodal Transport**
- (a) If the place of damage to or loss of the Goods is known, the responsibility of Carrier is determined by the law which applies to this leg of Carriage except in cases which are governed by Clause 5 (2) (d) below.
- (b) If it is established that loss or damage occurred during the port-to-port leg the "Error in Navigation and Fire Defenses" as per Clause 5 (1) (b) apply.
- (c) If it is established that loss or damage occurred during the port-to-port leg, Clause 5 (1) (c) shall apply.
- (d) In the event that part of the multimodal transport involves a shipment to or from the USA, US COGSA shall govern and apply from loading the Goods on the Vessel until discharge. US COGSA shall also be applicable during all times before loading and after discharge of the Goods from the Vessel.
- (e) With respect to road Carriage between countries in Europe liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956; and during rail Carriage between countries in Europe according to the International Agreement on Railway Transports (CIM), dated February 25, 1961 or any amendments to this Convention or Agreement.
- (f) Unless notice of loss or damage be given in writing to Carrier or its agent at the port of discharge before or at the time of the removal of the Goods into the custody of the person entitled to delivery hereunder under the contract of Carriage, or, if the loss or damage is not apparent within seven (7) days, such removal shall be *prima facie* evidence of the delivery by Carrier as described in this Bill of Lading. The notice must clearly specify the damage. Notwithstanding the aforesaid, if a Container has been delivered to Merchant, Merchant must prove that the damage to or loss of the Goods did not occur during the period after delivery, when the Container was in the custody of Merchant.
- (g) Compensation shall be calculated by reference to the value of the Goods at the time they were delivered to Carrier for Carriage.
- (3) IN THE EVENT THAT THE LAW WHICH IS APPLICABLE UNDER CLAUSE 5 (2) (a) IS NOT MANDATORY BUT PROVIDES FOR LIABILITY EXCEEDING 2 SDRS PER KILO, THE MAXIMUM LIABILITY SHALL BE 2 SDRS PER KILO OF THE GROSS WEIGHT OF THE GOODS LOST OR DAMAGED. SDRS MEANS SPECIAL DRAWING RIGHTS AS DEFINED BY THE INTERNATIONAL MONETARY FUND. THIS SUB-SECTION (h) DOES NOT APPLY IF THE LOSS OR DAMAGE TO THE GOODS OCCURRED ON A SEA LEG.**
- (4) IF THE STAGE OF THE CARRIAGE DURING WHICH LOSS OR DAMAGE OCCURRED IS NOT KNOWN, CARRIER'S MAXIMUM LIABILITY SHALL IN NO EVENT WHATSOEVER AND HOWSOEVER ARISING EXCEED 2 SDRS PER KILO OF GROSS WEIGHT OF THE GOODS LOST OR DAMAGED.**
- (5) CARRIER SHALL NOT BE ENTITLED TO THE BENEFIT OF THE LIMITATION OF LIABILITY PROVIDED FOR IN CLAUSE 5 (2) (a) AND (4) IF IT IS PROVED THAT THE DAMAGE RESULTED FROM AN ACT OR OMISSION OF CARRIER OR ITS SERVANTS OR AGENTS DONE WITH INTENT TO CAUSE DAMAGE, OR RECKLESSLY AND WITH KNOWLEDGE THAT DAMAGE WOULD PROBABLY RESULT.**
- (k) Subject to the applicable restrictions in statutory law and international conventions, Carrier shall not be liable for damage caused by error in navigating or handling the Vessel, including errors caused by the arrangement of a group of tugs or pushers.
- (3) Change of Destination by Merchant
- In the event that Merchant requests Carrier to deliver the Goods at a port or place other than the port of discharge or the place of delivery originally designated in this Bill of Lading and Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Bill of Lading Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with Merchant had been entered on page 2 of this Bill of Lading as the port of discharge or place of delivery.
- 6. Time for Suit**
- In any event, Carrier shall be discharged from all liability in respect of loss of or damage to the Goods, non-delivery, mis-delivery, delay or any other loss or damage connected or related to the Carriage unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.
- 7. Sundry Liability Provisions**
- (1) Hague Rules/Hague-Visby Rules**
- Without prejudice to Clause 5 (2) hereof, in the event that suit is brought in a court other than the court as provided for in Clause 25, and Clause 25 is not enforced by Carrier or the court, then (a) if this Bill of Lading has been issued in a country where the Hague-Visby Rules are compulsorily applicable, Carrier's liability shall not exceed 2SDRs per kilo of the gross weight or 666,67 SDR per package of the Goods lost or damaged, whichever is higher, or (b) if this Bill of Lading has been issued in a country in which the Hague Rules apply, Carrier's liability shall not exceed GBP 100 per package or unit.
- (2) US COGSA**
- Notwithstanding Clause 7(1), if the Bill of Lading covers a shipment to or from the US, and suit is brought in a court other than that as provided in Clause 25, and Clause 25 is not enforced by Carrier or the court, then US COGSA shall apply. The provisions of US COGSA shall also govern during all times before the Goods are loaded on and after they are discharged from the Vessel. Carrier's maximum liability in respect to the Goods shall not exceed USD 500 per package or, where the Goods are not shipped in packages, USD 500 per customary freight unit unless the nature and value of the Goods has been declared by Merchant and inserted in writing on page 2 of the Bill of Lading and said Merchant shall have paid the applicable *ad valorem* freight rate set forth in Carrier's tariff.
- (3) Shipper's declared value**
- Merchant agrees and acknowledges that Carrier has no knowledge of the value of the Goods and that compensation higher than that provided for herein may not be claimed unless the nature and value of such Goods have been declared by Merchant, agreed to by Carrier, and inserted into the Bill of Lading before shipment. In addition the applicable *ad valorem* Freight rate as set out in Carrier's tariff must be paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value is higher than the actual value, Carrier shall in no event be liable to pay compensation higher than the net invoice value of the Goods plus Freight and insurance if paid. Any references, when shown on page 2 of this Bill of Lading, to letters of credit, import licenses, sales contracts, invoices or order number and/or details of any contract to which Carrier is not a party shall not be regarded as a declaration of value.
- (4) Limitation of Liability**
- It is hereby agreed by Merchant that Carrier qualifies as a person entitled to limit liability under any Convention or Act pertaining to limitation of liability on maritime claims, whichever is applicable. Carrier may be the ship-owner, charterer (including a slot- or space charterer), manager or operator of the Vessel, or salvor rendering services in connection with salvage operations. If any claims are made against the Servants or Agents, they are entitled to avail themselves of the same limitation available to Carrier.
- (5) Delay**
- (a) Unless expressly agreed, Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use, and Carrier shall not be liable for any direct, indirect or consequential loss or damage caused by delay.
- (b) If Carrier will nevertheless be considered liable for loss or damage resulting from delay, such liability shall not exceed three (3) times the Freight.
- (c) Sub-section (b) shall not apply if the law governing a particular loss or damage resulting from delay provides for a lower limitation amount.
- (d) Cl. 7 (5) (a) and (b) shall not apply if the delay was caused by Carrier or its Servants or Agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.
- (6) Scope of Application and Exclusions**
- (a) The rights, defenses, immunities, exemptions, limitations and liberties of whatsoever nature provided for in this Bill of Lading or under statute shall apply in any action against Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract or in tort.
- (b) Save as otherwise provided herein, Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of business or profits, unless it is established that Carrier himself acted with the intent to cause damage, or recklessly and with knowledge that damage would probably result.
- 8. Shipper-Packed Containers**
- If a Container has not been packed by or on behalf of Carrier:
- (1) Carrier shall not be liable for loss of or damage to the Goods caused by:
- the manner in which the Container has been packed or
  - the unsuitability of the Goods for Carriage in the Container supplied or
  - the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls or ventilation settings thereof, provided that, if the Container has been supplied by or on behalf of Carrier, this unsuitability or defective condition would have been apparent upon inspection by Merchant at or prior to the time when the Container was packed or (b) the refrigerated Goods that are not at the correct temperature for Carriage.
- (2) Merchant shall indemnify Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more matters referred to in Clause 8 (1).
- (3) With regard to temperature- or atmosphere-controlled Goods, Carrier shall be deemed to have fulfilled its obligations under the contract of Carriage and shall have no liability whatsoever if such Goods are carried in a range of plus or minus 2.5 degrees Celsius with regard to any temperature indicated on page 2 of this Bill of Lading. The term "apparent good order and condition" when used in this Bill of Lading with reference to the Goods which require refrigeration does not mean that the Goods when received were verified by Carrier as being at the temperature indicated on page 2 of this Bill of Lading.
- Where a temperature is indicated Carrier undertakes that the Container is equipped to maintain contents and/or cargo at the indicated temperature set by Merchant. Merchant remains responsible for the consequences of any temperature irregularities, including but not limited to the Goods being at a higher temperature upon loading into the Container than that required for the Carriage (hot stuffing) prior to receipt or after delivery by Carrier.
- (4) Container with Goods packed by Merchant shall be delivered to Carrier with an intact security seal in place, and the seal number provided to Carrier by Merchant. In the event the Container is not so sealed, Carrier reserves the right, at Merchant's expense, to return the Container to Merchant for resealing, or to affix a seal.
- 9. Inspection of Goods**
- Carrier or any Servant or Agent or any other person authorized by Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods, if, by order of the authorities at any place, a Container has to be opened for the Goods to be inspected. Carrier will not be liable for any loss or damage incurred as a result of such opening, unpacking, inspection or repacking. Carrier shall be entitled to recover the costs of such opening, unpacking, inspection and repacking from Merchant.
- 10. Carriage Affected by Condition of Goods**
- If it appears at any time that, due to their condition, the Goods cannot safely or properly be carried further or without incurring additional expense or taking any measure(s) in relation to the Container or the Goods, Carrier may, without notice to Merchant, take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or seal or dispose of the Goods, and/or abandon the Carriage and/or store them ashore or afloat, under cover or in the open, at any place, whichever Carrier, in its absolute discretion, considers most appropriate, which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Bill of Lading. Merchant shall indemnify Carrier against any additional expense so incurred.
- 11. Description of the Goods and High Value Cargo**
- (1) The shipper warrants to Carrier that the particulars relating to the Goods as set out on page 2 have been checked by the shipper on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the shipper, are adequate and correct. The shipper also warrants that the Goods are lawful Goods and contain no contraband.
- (2) Carrier is neither prepared to enter into a contract of Carriage nor to issue a Bill of Lading regarding High Value Cargo without Carrier's prior written consent to perform such a carriage. High Value Cargo shall consist of Goods with an invoice value of USD 2,000,000 or above. Carrier shall be discharged from all liability in respect of loss or damage to such Goods, non-delivery, delay or any other loss connected or related to the Carriage in case of failure to declare any High Value Cargo and seek Carrier's said consent.
- 12. Merchant's Responsibility**
- (1) All persons coming within the definition of Merchant shall be jointly and severally liable to Carrier for the fulfillment of all obligations and warranties undertaken by Merchant either in this Bill of Lading, or required by law. Merchant shall indemnify Carrier against all claims, losses, damages, expenses, fines, costs and attorneys fees, arising or resulting from any breach of these obligations and warranties.
- (2) It is the sole responsibility of the shipper to provide Carrier electronically or by any other means as agreed by the parties with the VGM of each Container prior to the deadline stipulated by Carrier for submission (VGM cutoff time). If VGM is not provided in time by the shipper or its representative, Carrier shall be under no obligation to commence or continue Carriage of that Container.
- Carrier may store/re-weigh or return the Container to the shipper or its representative in its discretion for Merchant's account if VGM is not provided in time.
  - Any demurrage and storage fees resulting from breach of these obligations shall be for Merchant's account.
  - Merchant shall also be liable for any resulting expenses, fines, delay, loss or damage.
- (3) Merchant shall comply with all regulations or requirements of customs, ports and/or other authorities, including but not limited to those relating to VGM, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including Freight for any additional Carriage) incurred or suffered by reason of any failure to so comply, or by reason of any incorrect, or insufficient weighing, marking, number or addressing of the Goods or Containers or the discovery of any drugs, narcotics, stowaways or other illegal substances within Containers packed by Merchant or inside Goods supplied by Merchant, or stamp duty imposed by any country, and shall indemnify Carrier in respect thereof.
- (4) If Containers supplied by or on behalf of Carrier are unpacked at Merchant's premises, Merchant is responsible for returning the empty Containers (free of any dangerous goods placards, labels or markings), with interiors brushed and clean, to the point or place designated by Carrier, its Servants or Agents, within the time prescribed. Should a Container not be returned within the time prescribed in the tariff, Merchant shall be liable for any detention, loss or expenses which may arise from such non-return.
- 13. ISPS Code**
- (1) Merchant shall comply with the requirements of the ISPS Code. If Carrier is held liable by any State Authority or any other third party Merchant shall indemnify and hold Carrier harmless from any damages resulting from the violation of the ISPS Code by Merchant.
- (2) Merchant undertakes to pay Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code in relation to Merchant's Goods.
- (3) Carrier is entitled to deviate the Vessel to a different port and to unload the Goods there if the authorities in the port of discharge have increased their level of security according to the ISPS Code after the Goods have been loaded.
- (4) Merchant undertakes to compensate all costs and expenses suffered by Carrier because of a delay of the vessel resulting from a violation of the ISPS Code by Merchant.
- 14. Freight**
- (1) Freight shall be deemed fully earned on receipt of the Goods by Carrier and shall be paid and non-returnable in any event.
- (2) Freight has been calculated and shall be paid on the basis of particulars furnished by or on behalf of the shipper. If the particulars furnished by or on behalf of the shipper are incorrect, liquidated damages shall be paid to Carrier, in accordance with the applicable tariff.
- (3) All Freight shall be paid without any set-off or counterclaim unless the claim is not in dispute or confirmed by final court decision.
- (4) If Merchant fails to pay the Freight when due, it shall be liable for all costs, liquidated damages in accordance with the applicable tariff and in particular interest which accrues until payment.
- 15. Lien**
- Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable by Merchant to Carrier under this or any other contract and for general average and/or salvage contributions, to whomsoever due. Carrier may exercise its lien at any time and in any place at its sole discretion, whether the contractual Carriage is completed or not. Carrier's lien shall extend to cover the cost and attorneys fees of recovering any sums due. Carrier shall have the right to sell the Goods at public or private sale at the expense and without notice to Merchant. If the proceeds of this sale fail to cover the whole amount due, Carrier is entitled to recover the deficit from Merchant.
- 16. Optional Storage and Deck Cargo**
- (1) The Goods may be packed by Carrier in Containers and consolidated with other goods in Containers.
- (2) Goods, whether or not packed in Containers, may be carried on deck or under deck without notice to Merchant and Carrier shall not be required to note on the Bill of Lading any statement of on-deck Carriage. All Goods whether carried on deck or under deck, shall participate in general average and the Carriage of such Goods is subject to all terms and conditions of the Bill of Lading.
- 17. Methods and Routes of Carriage**
- (1) Carrier may at any time and without notice to Merchant:
- load or unload Goods at any place or port (whether or not such port is named on page 2 as the Port of Loading or Port of Discharge) and store the Goods temporarily at any place or port whatsoever, once or more often and/or
  - comply with any orders or recommendations given by any government or authority.
- (2) The liberties set out in this Clause 17 may be invoked by Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including loading or unloading other Goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any persons. Anything done in accordance with Clause 17 (1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation and (ii) Carrier shall be entitled to charge and/or incur additional Freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for the same.
- 18. Matters Affecting Performance**
- If at any time the Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of any kind including but not limited to labour disruption such as strike and lock-out, war, civil commotion, political unrest, piracy, act of terrorism and threat thereof and howsoever arising (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this Contract was entered into or when the Goods were received by Carrier), then Carrier (whether or not the Carriage is commenced) may, at its sole discretion and without prior notice to Merchant, either:
- carry the Goods to the contracted port of discharge or place of delivery, whichever is applicable, by an alternative route to that indicated on page 2 of this Bill of Lading or that which is usual for Goods consigned to that port of discharge or place of delivery and shall be entitled to charge such additional Freight; or
  - suspend the Carriage of the Goods and store them ashore or afloat and endeavor to forward them as soon as reasonably possible and shall be entitled to charge such storage costs and additional Freight; or
  - abandon the Carriage of the Goods and place them at Merchant's disposal at any place or port where Carrier may deem that most convenient, whereupon the responsibility of Carrier in respect of such Goods shall cease. Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port.
- 19. Dangerous Goods**
- (1) No Goods which are or may become dangerous, inflammable or explosive (including radioactive materials), shall be tendered to Carrier for Carriage without its express consent in writing, and without the Container as well as 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 any applicable laws, regulations or requirements. If any such Goods are delivered to Carrier without such written consent and/or marking, or if in the opinion of Carrier the Goods are or are likely to become a dangerous, inflammable or explosive material, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant.
- (2) Merchant warrants that the Goods are sufficiently packed in compliance with all laws or regulations and requirements with regard to the nature of the Goods.
- (3) Whether or not Merchant was aware of the nature of the Goods, Merchant shall indemnify Carrier against all claims, losses, damages or expenses, costs and fees, including attorneys fees, arising in consequence of the Carriage of such Goods.
- (4) Nothing contained in this Clause shall deprive Carrier of any of its rights provided for elsewhere.
- 20. Notification and Delivery**
- (1) Carrier shall not be obliged to give any notification of the arrival of the Goods to the Merchant hereunder.
- (2) Merchant shall take delivery of the Goods within the time provided for in Carrier's applicable tariff.
- If Merchant fails to do so Merchant shall either nominate an alternative receiver or accept a return shipment or organize the cargo disposal, failing which Merchant shall indemnify Carrier for all losses arising out of Merchant's refusal to remedy the situation. Furthermore, Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of Carrier in respect of the Goods stored as aforesaid shall wholly cease.
  - Merchant shall be responsible for the costs of such storage, as well as detention and demurrage.
- (3) If Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under Clause 20 (2), or if in the opinion of Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, Carrier may, without prejudice to any other rights which it may have against Merchant, without notice seal, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to Carrier from Merchant.
- (4) Without prejudice to an earlier termination by virtue of law or any other clause of this Bill of Lading the responsibility of Carrier shall cease and the Goods shall be considered to be delivered at their own risk and expense in every respect when taken into the custody of customs or other authorities.
- 21. FCL Multiple Bills of Lading**
- (1) Goods will only be delivered in a Container to Merchant if all Bills of Lading with respect to the contents of the Container have been surrendered authorizing delivery to a single Merchant at a single place of delivery. In the event that this requirement is not fulfilled Carrier may unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to Merchant on a LCL basis. Such delivery shall constitute due delivery hereunder, but will only be effected against payment by Merchant of LCL service charges and any charges applicable to LCL Goods (as laid down in the tariff) together with the actual costs incurred for any additional services rendered.
- (2) If this is a FCL multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged on page 2 to the effect that it is "One of...part cargoes in the Container"), then the Goods detailed on page 2 are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consist of bulk Goods, or are or become mixed or unmarked or unidentifiable, the holders of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as Carrier shall in its absolute discretion determine, and such delivery shall constitute due delivery hereunder.
- 22. General Average & Salvage**
- General average to be adjusted in any currency at any place selected by Carrier and according to the York/Antwerp Rules 1994. Any claims and/or disputes relating to general average shall exclusively be subject to the laws and jurisdictions set out in Clause 25. The BIMCO New Jason Clause is hereby expressly incorporated and obtainable from Carrier or its agents upon request.
- 23. Both-to-Blame Collision**
- The BIMCO Both-to-Blame Collision Clause is hereby incorporated into this Bill of Lading and obtainable from Carrier or its agents upon request.
- 24. Validity and Carrier's Data Protection Policy**
- (1) In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but not further be null and void. Unless otherwise specifically agreed in writing between Merchant and Carrier, the Terms and Conditions of this Bill of Lading supersede any prior agreements between Merchant and Carrier.
- (2) Carrier's Data Protection Policy may be viewed at [www.hiag.com](http://www.hiag.com).
- 25. Law and Jurisdiction**
- Except as otherwise provided specifically herein any claim, dispute, suit or proceeding arising under this Bill of Lading and/or the contract between Carrier and the booking party shall be governed by German law and shall be determined exclusively in the Hamburg courts. Carrier shall have the option to file a suit at Merchant's place of business.

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Cont/Seals/Marks    Packages/Description of Goods    Weight    Measure

SHIPPED ON BOARD, DATE : 14/APR/2023  
PORT OF LOADING: SHEKOU  
VESSEL NAME: MSC ALIYA VOYAGE: FA313A

BASIC FREIGHT PREPAID  
DESTINATION HAULAGE CHARGES. COLLECT  
DESTINATION PORT CHARGES COLLECT  
ORIGIN PORT CHARGES PREPAID  
ORIGIN HAULAGE CHARGES PREPAID



David Mantilla Jaimes

9194093487

DIAN POR UNA COLOMBIA MÁS HONESTA		Documento Único para Tránsito Aduanero / Operaciones de Transporte				58x 214		651			
1. Año 2023		2. Concepto 1		Espacio reservado para la DIAN						4. Número de formulario 6511002312030	
  (415)770721248984(8020) 000651100231203 0											
Declarante	20. Tipo de documento	18. Número de identificación	6. DV	7. Primer apellido	8. Segundo apellido	9. Primer nombre	10. Otros nombres				
	3 1	8 0 0 0 3 9 9 9 6	1								
11. Razón social KUEHNE + NAGEL S A S											
24. Dirección CL 113 7 80 P 5 TO AR				25. País	Cód.	26. Departamento	Cód.	27. Ciudad	Cód.		
COLOMBIA				1 6 9	Bogotá D.C.	1 1	Bogotá, D.C.	1 1 0			
Consignatario	28. Tipo de documento	29. Número de identificación	30. DV	31. Primer apellido	32. Segundo apellido	33. Primer nombre	34. Otros nombres				
	3 1	8 0 0 1 8 5 3 4 7	6								
35. Razón social ZONA FRANCA DE BOGOTA S A USUARIO OPERADOR DE ZONA FRANCA LA SOCIEDAD SE IDENTIFICARA INTERNACIONALMENTE COMO FRE											
36. Dirección CR 106 N 15 A 25 (!) CASILLERO 3				37. País	Cód.	38. Departamento	Cód.	39. Ciudad	Cód.		
COLOMBIA				1 6 9	Bogotá D.C.	1 1	Bogotá, D.C.	1 1 0			
Destinatario / Importador	40. Tipo de documento	41. Número de identificación	42. DV	43. Primer apellido	44. Segundo apellido	45. Primer nombre	46. Otros nombres				
	3 1	8 3 0 5 0 6 1 1 7	7								
47. Razón social SERVIALCOMEX S.A.S											
48. Dirección CR 106 15 A 25 MZ 9 BG 14				49. País	Cód.	50. Departamento	Cód.	51. Ciudad	Cód.		
COLOMBIA				1 6 9	Bogotá D.C.	1 1	Bogotá, D.C.	1 1 0			
Proveedor / exportador	52. Tipo de documento	53. Número de identificación	54. DV	55. Primer apellido	56. Segundo apellido	57. Primer nombre	58. Otros nombres				
59. Razón social ACER ADOVA CORP.C/O TECH-FRONT (CHONGQING) COMPUTER CO.,LTD											
60. Dirección 18# ZONGBAO ROAD SHAPINGBA DISTRICT CHONGQING 401332 CHINA				61. País	Cód.	62. Departamento	Cód.	63. Ciudad	Cód.		
CHINA				2 1 5							
Operación	64. No. Declaración anterior	65. Régimen / Operación / Traslado	Cód.	66. Tipo de régimen / Operación / Traslado / Modalidad			Cód.	67. No. Referencia declarante			
		TRÁNSITO ADUANERO	T	Continuación de Viaje - OTM			2	1051765643			
68. Operación CV en trán o cabj a jurs dif a adu ingreso-fin TAN ZF Cód. 2 2											
Lugares	69. País de procedencia	Cód.	70. País de trámite	Cód.	71. País destino final	Cód.	72. Aduana de partida		Cód.		
	CHINA	2 1 5	COLOMBIA	1 6 9	COLOMBIA	1 6 9	Impuestos y Aduanas de Buenaver		3 5		
73. Aduana destino			Cód.	74. Lugar de embarque	Cód.	75. Lugar destino final		Cód.			
Aduanas de Bogota - Aeropuerto El Dorado			3	Shekou	CNSHK	Bogotá, D.C.		1 1 0 0 1			
76. Depósito / Zona franca / Instalaciones Industriales OEA				Zona Franca De Bogotá S.A.		Cód. 2 0 0 3	221. Usuario calificado Z.F. / Bodega				
Plazo	77. Unidad medida de plazo			Cód.	78. Plazo	79. Fecha finalización operación de tránsito					
	Dia calendario o continuo			2	6						
Valores estadísticos totales											
80. Total valor FOB USD		216. Total valor CIF USD		81. Total páginas	82. Total No. Series	83. Total No. Bultos	84. Total peso bruto kgs.		85. Total unidades de carga		
1,049,580.22				1	6	1	20		2023/05/26 04:58:67 1		
Actuación aduanera											
86. No. aceptación declaración			87. Fecha aceptación declaración		222. No. declaración internacional		223. Fecha				
65120230200025323			2 0 2 3 0 5 1 9								
88. No. autorización operación de tránsito			89. Fecha autorización operación de tránsito		90. No. formato de colocación de precintos		91. Fecha formato		Firma funcionario		
92. Tipo de documento	93. Número de identificación		94. Apellidos y nombres funcionario								
95. Cargo											
96. Dependencia				Cód.	97. Lugar administrativo				Cód.		
Firma declarante					1005. Cód. Representación						
1001. Apellidos y nombres MONTENEGRO BECERRA BRAYAN RICARDO					1006. Organización KUEHNE + NAGEL S A S						
1002. Tipo doc. 1 3					1003. No. Identificac. 1 0 3 2 2 5 6 5 4 5					1004. DV	
					997. Fecha presentación						

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4. Número de formulario



(415)7707212489984(8020) 000651100231203 0

**Documentos de transporte / Unidades de carga**

98. Item 1	99. No. manifiesto - formato 1165 116575013418384	100. Fecha 2 0 2 3 0 5 1 7	101. Tipo documento viaje Hijo	Cód. 3	102. No. documento transporte - formato 1166 116671041328923	103. Fecha documento transporte 2 0 2 3 0 5 1 6
104. No. documento transporte 1051765643	105. Fecha 2 0 2 3 0 4 1 4	106. Tipo medio de transporte Camion	Cód. 6 0 0	107. No. identificación medio de transporte		
108. Nacionalidad medio de transporte COLOMBIA	Cód. 1 6	109. Identificación del remolque	110. Nacionalidad del remolque COLOMBIA		Cód. 1 6	
118. ¿Cambia tipo de carga o unidad de carga? <input checked="" type="checkbox"/>	111. Tipo de carga Contenerizada	Cód. 2	112. Tipo unidad de carga Contenedor	Cód. 2	113. No. identificación unidad de carga HLXU127211-3	
114. Tamaño unidad de carga 20	Cód. 1	115. No. formato 1167 116771087839560	116. No. grupo formato 1167 1	117. No. ítem formato 1167 1	119. Tipo de equipo Estandar	
224. ¿Unidad de carga precintable? <input checked="" type="checkbox"/>	120. ¿Trae precintos seguridad? <input checked="" type="checkbox"/>	121. ¿Precintos electrónicos? <input checked="" type="checkbox"/>	Precintos usuario: HLG4793660	122. No. Precintos seguridad 1 SIN	123. No. Precintos seguridad 2 SIN	124. No. Precintos seguridad 3 SIN
Precintos DIAN:			126. No. Precintos seguridad 1	127. No. Precintos seguridad 2	128. No. Precintos seguridad 3	129. No. Precintos seguridad 4
196. Peso bruto kg 4958.67	190. No. de bultos 20	220. ¿Unidad funcional? <input type="checkbox"/>	226. Carga indivisible extrapesada o extra dimensionada <input type="checkbox"/>	218. ¿Se moviliza por sus propios medios? <input type="checkbox"/>		

98. Item	99. No. manifiesto - formato 1165	100. Fecha	101. Tipo documento viaje	Cód.	102. No. documento transporte - formato 1166	103. Fecha documento transporte
104. No. documento transporte	105. Fecha	106. Tipo medio de transporte	Cód.	107. No. identificación medio de transporte		
108. Nacionalidad medio de transporte	Cód.	109. Identificación del remolque	110. Nacionalidad del remolque		Cód.	
118. Cambia tipo de carga o unidad de carga? <input type="checkbox"/>	111. Tipo de carga	Cód.	112. Tipo unidad de carga	Cód.	113. No. identificación unidad de carga	
114. Tamaño unidad de carga	Cód.	115. No. formato 1167	116. No. grupo formato 1167	117. No. ítem formato 1167	119. Tipo de equipo	
224. ¿Unidad de carga precintable? <input type="checkbox"/>	120. ¿Trae precintos seguridad? <input type="checkbox"/>	121. ¿Precintos electrónicos? <input type="checkbox"/>	Precintos usuario:	122. No. Precintos seguridad 1	123. No. Precintos seguridad 2	124. No. Precintos seguridad 3
Precintos DIAN:			126. No. Precintos seguridad 1	127. No. Precintos seguridad 2	128. No. Precintos seguridad 3	129. No. Precintos seguridad 4
196. Peso bruto kg	190. No. de bultos	220. ¿Unidad funcional? <input type="checkbox"/>	226. Carga indivisible extrapesada o extra dimensionada <input type="checkbox"/>	218. ¿Se moviliza por sus propios medios? <input type="checkbox"/>		

98. Item	99. No. manifiesto - formato 1165	100. Fecha	101. Tipo documento viaje	Cód.	102. No. documento transporte - formato 1166	103. Fecha documento transporte
104. No. documento transporte	105. Fecha	106. Tipo medio de transporte	Cód.	107. No. identificación medio de transporte		
108. Nacionalidad medio de transporte	Cód.	109. Identificación del remolque	110. Nacionalidad del remolque		Cód.	
118. Cambia tipo de carga o unidad de carga? <input type="checkbox"/>	111. Tipo de carga	Cód.	112. Tipo unidad de carga	Cód.	113. No. identificación unidad de carga	
114. Tamaño unidad de carga	Cód.	115. No. formato 1167	116. No. grupo formato 1167	117. No. ítem formato 1167	119. Tipo de equipo	
224. ¿Unidad de carga precintable? <input type="checkbox"/>	120. ¿Trae precintos seguridad? <input type="checkbox"/>	121. ¿Precintos electrónicos? <input type="checkbox"/>	Precintos usuario:	122. No. Precintos seguridad 1	123. No. Precintos seguridad 2	124. No. Precintos seguridad 3
Precintos DIAN:			126. No. Precintos seguridad 1	127. No. Precintos seguridad 2	128. No. Precintos seguridad 3	129. No. Precintos seguridad 4
196. Peso bruto kg	190. No. de bultos	220. ¿Unidad funcional? <input type="checkbox"/>	226. Carga indivisible extrapesada o extra dimensionada <input type="checkbox"/>	218. ¿Se moviliza por sus propios medios? <input type="checkbox"/>		

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4. Número de formulario



(415)7707212489984(8020) 000651100231203 0

**Datos del transportador**

130. Vehículo pertenece al declarante ? <input type="checkbox"/>	131. Tipo documento 3 1	132. Número de identificación 8 0 0 0 3 8 1 2 9	133. DV 8	134. Primer apellido	135. Segundo apellido	136. Primer nombre	137. Otros nombres
138. Razón social INTEGRAL DE CARGA CARGRANEL S.A.S.							
139. Dirección CL 77 SUR 47 B 46							
140. País COLOMBIA	Cód. 1 6	141. Departamento Antioquia	Cód. 0 5	142. Ciudad Sabaneta	Cód. 0 5 6	143. Modo de transporte Transporte carretero	Cód. 3
130. Vehículo pertenece al declarante ? <input type="checkbox"/>	131. Tipo documento	132. Número de identificación	133. DV	134. Primer apellido	135. Segundo apellido	136. Primer nombre	137. Otros nombres
138. Razón social							
139. Dirección							
140. País	Cód.	141. Departamento	Cód.	142. Ciudad	Cód.	143. Modo de transporte	Cód.
130. Vehículo pertenece al declarante ? <input type="checkbox"/>	131. Tipo documento	132. Número de identificación	133. DV	134. Primer apellido	135. Segundo apellido	136. Primer nombre	137. Otros nombres
138. Razón social							
139. Dirección							
140. País	Cód.	141. Departamento	Cód.	142. Ciudad	Cód.	143. Modo de transporte	Cód.
130. Vehículo pertenece al declarante ? <input type="checkbox"/>	131. Tipo documento	132. Número de identificación	133. DV	134. Primer apellido	135. Segundo apellido	136. Primer nombre	137. Otros nombres
138. Razón social							
139. Dirección							
140. País	Cód.	141. Departamento	Cód.	142. Ciudad	Cód.	143. Modo de transporte	Cód.
130. Vehículo pertenece al declarante ? <input type="checkbox"/>	131. Tipo documento	132. Número de identificación	133. DV	134. Primer apellido	135. Segundo apellido	136. Primer nombre	137. Otros nombres
138. Razón social							
139. Dirección							
140. País	Cód.	141. Departamento	Cód.	142. Ciudad	Cód.	143. Modo de transporte	Cód.

Espacio reservado para la DIAN



4. Número de formulario



(415)7707212489984(8020) 000651100231203 0

**Rutas y plazos**

169. Ruta	Cód.	170. Descripción ruta			
Buenaventura - Bogotá		4.4 Impuestos y Aduanas de Buenaventura-Aduanas de Bogotá			
171. Unidad medida de plazo	Cód.	172. Plazo	173. Aduana de paso 1	Cód.	174. Aduana de paso 2
Día calendario o continuo	2	6			
175. Aduana de paso 3	Cód.	176. Aduana de paso 4	Cód.	177. Aduana de paso 5	Cód.
179. Aduana de paso 7	Cód.	180. Aduana de paso 8	Cód.	181. Aduana de paso 9	Cód.
183. Aduana de paso 11	Cód.	184. Aduana de paso 12	Cód.		
169. Ruta	Cód.	170. Descripción ruta			
171. Unidad medida de plazo	Cód.	172. Plazo	173. Aduana de paso 1	Cód.	174. Aduana de paso 2
175. Aduana de paso 3	Cód.	176. Aduana de paso 4	Cód.	177. Aduana de paso 5	Cód.
179. Aduana de paso 7	Cód.	180. Aduana de paso 8	Cód.	181. Aduana de paso 9	Cód.
183. Aduana de paso 11	Cód.	184. Aduana de paso 12	Cód.		
169. Ruta	Cód.	170. Descripción ruta			
171. Unidad medida de plazo	Cód.	172. Plazo	173. Aduana de paso 1	Cód.	174. Aduana de paso 2
175. Aduana de paso 3	Cód.	176. Aduana de paso 4	Cód.	177. Aduana de paso 5	Cód.
179. Aduana de paso 7	Cód.	180. Aduana de paso 8	Cód.	181. Aduana de paso 9	Cód.
183. Aduana de paso 11	Cód.	184. Aduana de paso 12	Cód.		
169. Ruta	Cód.	170. Descripción ruta			
171. Unidad medida de plazo	Cód.	172. Plazo	173. Aduana de paso 1	Cód.	174. Aduana de paso 2
175. Aduana de paso 3	Cód.	176. Aduana de paso 4	Cód.	177. Aduana de paso 5	Cód.
179. Aduana de paso 7	Cód.	180. Aduana de paso 8	Cód.	181. Aduana de paso 9	Cód.
183. Aduana de paso 11	Cód.	184. Aduana de paso 12	Cód.		
169. Ruta	Cód.	170. Descripción ruta			
171. Unidad medida de plazo	Cód.	172. Plazo	173. Aduana de paso 1	Cód.	174. Aduana de paso 2
175. Aduana de paso 3	Cód.	176. Aduana de paso 4	Cód.	177. Aduana de paso 5	Cód.
179. Aduana de paso 7	Cód.	180. Aduana de paso 8	Cód.	181. Aduana de paso 9	Cód.
183. Aduana de paso 11	Cód.	184. Aduana de paso 12	Cód.		

Espacio reservado para la DIAN



4. Número de formulario



(415)770721248984(6020) 000651100231203 0

**Identificación de las mercancías**

186. Item	187. Subpartida	193. Marcas	188. Cód. complem	189. Cód. suplement.	191. Embalaje	Cód.	197. Cantidad unidades físicas	198. Unidad física	Cód.
1					BULTO	P K		0 0	

195. Descripción de marcas (Datos Manejo de Mercancías)

200. Descripción de las mercancías  
COMPUTADOR PORTATIL (NOTEBOOK).

1

186. Item	187. Subpartida	193. Marcas	188. Cód. complem	189. Cód. suplement.	191. Embalaje	Cód.	197. Cantidad unidades físicas	198. Unidad física	Cód.

195. Descripción de marcas (Datos Manejo de Mercancías)

200. Descripción de las mercancías

2

ACEPTADO

Espacio reservado para la DIAN

4. Número de formulario



(415)7707212489984(8020) 000651100231203 0

**Documentos soporte**

201. No. Documento transporte	202. Tipo documento soporte	Cód.	203. Descripción	Cód.	204. No. Documento
1051765643	DOCUMENTO QUE SOPORTA	03	Fact Comer	201	32301673
205. Tipo de documento	206. No. Identificación emisor	207. DV	208. Nombre del emisor	209. Fecha expedición	210. Fecha de vencimiento
43	SN		Acer Incorporated	20230331	
211. Moneda	Cód.	212. Monto	213. Unidad comercial de la mercancía	Cód.	214. Cantidad unidades comerciales de la M/cía.
USD	USD	1,015,048.54			192. País de origen
					CHINA
					215
201. No. Documento transporte	202. Tipo documento soporte	Cód.	203. Descripción	Cód.	204. No. Documento
	GARANTÍA	09	Garantía Global	290	14141000264391
205. Tipo de documento	206. No. Identificación emisor	207. DV	208. Nombre del emisor	209. Fecha expedición	210. Fecha de vencimiento
31	860070374	9	COMPANIA ASEGURADORA DE FIANZAS S A	20230124	20250124
211. Moneda	Cód.	212. Monto	213. Unidad comercial de la mercancía	Cód.	214. Cantidad unidades comerciales de la M/cía.
		2,049,729,548			192. País de origen
201. No. Documento transporte	202. Tipo documento soporte	Cód.	203. Descripción	Cód.	204. No. Documento
1051765643	DOCUMENTO QUE SOPORTA	03	CONT DE OTM	281	1051765643
205. Tipo de documento	206. No. Identificación emisor	207. DV	208. Nombre del emisor	209. Fecha expedición	210. Fecha de vencimiento
31	800039996	1	KUEHNE + NAGEL S A S	20230414	
211. Moneda	Cód.	212. Monto	213. Unidad comercial de la mercancía	Cód.	214. Cantidad unidades comerciales de la M/cía.
					192. País de origen
					CHINA
					215
201. No. Documento transporte	202. Tipo documento soporte	Cód.	203. Descripción	Cód.	204. No. Documento
1051765643	DOCUMENTO QUE SOPORTA	03	Contra Sub OTM	280	1051765643
205. Tipo de documento	206. No. Identificación emisor	207. DV	208. Nombre del emisor	209. Fecha expedición	210. Fecha de vencimiento
31	800039996	1	KUEHNE + NAGEL S A S	20230517	
211. Moneda	Cód.	212. Monto	213. Unidad comercial de la mercancía	Cód.	214. Cantidad unidades comerciales de la M/cía.
					192. País de origen
					COLOMBIA
					169
201. No. Documento transporte	202. Tipo documento soporte	Cód.	203. Descripción	Cód.	204. No. Documento
	GARANTÍA	09	Garan Global TA	286	14141000218540
205. Tipo de documento	206. No. Identificación emisor	207. DV	208. Nombre del emisor	209. Fecha expedición	210. Fecha de vencimiento
31	860070374	9	COMPANIA ASEGURADORA DE FIANZAS S A	20220815	20240815
211. Moneda	Cód.	212. Monto	213. Unidad comercial de la mercancía	Cód.	214. Cantidad unidades comerciales de la M/cía.
		918,328,656			192. País de origen
201. No. Documento transporte	202. Tipo documento soporte	Cód.	203. Descripción	Cód.	204. No. Documento
1051765643	DOCUMENTO QUE SOPORTA	03	Fact Comer	201	32301681
205. Tipo de documento	206. No. Identificación emisor	207. DV	208. Nombre del emisor	209. Fecha expedición	210. Fecha de vencimiento
43	SN		Acer Incorporated	20230331	
211. Moneda	Cód.	212. Monto	213. Unidad comercial de la mercancía	Cód.	214. Cantidad unidades comerciales de la M/cía.
USD	USD	19,334.78			192. País de origen
					CHINA
					215
201. No. Documento transporte	202. Tipo documento soporte	Cód.	203. Descripción	Cód.	204. No. Documento
1051765643	DOCUMENTO QUE SOPORTA	03	Fact Comer	201	32301638
205. Tipo de documento	206. No. Identificación emisor	207. DV	208. Nombre del emisor	209. Fecha expedición	210. Fecha de vencimiento
43	SN		Acer Incorporated	20230331	
211. Moneda	Cód.	212. Monto	213. Unidad comercial de la mercancía	Cód.	214. Cantidad unidades comerciales de la M/cía.
USD	USD	15,196.9			192. País de origen
					CHINA
					215
201. No. Documento transporte	202. Tipo documento soporte	Cód.	203. Descripción	Cód.	204. No. Documento
205. Tipo de documento	206. No. Identificación emisor	207. DV	208. Nombre del emisor	209. Fecha expedición	210. Fecha de vencimiento
211. Moneda	Cód.	212. Monto	213. Unidad comercial de la mercancía	Cód.	214. Cantidad unidades comerciales de la M/cía.
					192. País de origen



Planilla de Recepción Tránsito Aduanero



1725

1. Año 2023 2. Concepto 1

Espacio reservado para la DIAN



4. Número de formulario 17251002030709



(415)7707212489984(8020) 001725100203070 9

Datos receptor de carga

20. Tipo documento 3 1 18. Número de identificación 800185347 6. DV 6 7. Primer apellido 8. Segundo apellido 9. Primer nombre 10. Otros nombres

11. Razón social ZONA FRANCA DE BOGOTA S A USUARIO OPERADOR DE ZONA FRANCA LA SOCIEDAD SE IDENTIFICARA INTERNACIONALMENTE COMO FREE Z

Datos generales

24. No. Formato anterior 25. Tipo de asunto Tránsito Aduanero 26. No. Asunto 202382370100024569 27. Fecha Asunto 2023-05-19 28. No. Documento fuente 6511002312030 29. Fecha documento fuente 2023-05-24

Datos transportador del tránsito

30. Tipo documento 3 1 31. Número de identificación 800038129 32. DV 8 33. Primer apellido 34. Segundo apellido 35. Primer nombre 36. Otros nombres

37. Razón social INTEGRAL DE CARGA CARGRANEL S.A.S.

DEFINITIVO

Firma empleado depósito / ZF

Firma transportador del tránsito

Firma funcionario autorizado

1000. Operación automática

1001. Apellidos y nombres OLIVARES ALBA JESSIKA 1002. Tipo doc. 1 3 1003. No. Identific. 1022422911 1004. DV 1005. Cód. Represent. 1006. Organización ZONA FRANCA DE BOGOTA S

83. Apellidos y nombres 84. Tipo doc. 85. No. Identific. 87. Cód. Represent. 88. Organización INTEGRAL DE CARGA CARGRAN

984. Apellidos y nombres 985. Cargo 989. Dependencia 992. Area 990. Lugar admitivo. Impuestos de Bogotá 991. Organización 1014. Dirección

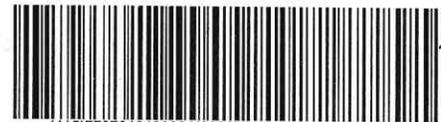
996. Fecha presentación 2023-05-26/14:27:18

Espacio reservado para la DIAN



4. Número de formulario

17251002030709



(415)7707212489984(8020) 001725100203070 9

1	Conduc-tor	38. Tipo documento	39. Número de identificación	40. DV	41. Primer apellido	42. Segundo apellido	43. Primer nombre	44. Otros nombres				
	45. Tipo carga	Cód.	46. Tipo unidad de carga	Cód.	47. No. Identificación unidad de carga	48. No. Formato unidad de carga	49. Tamaño unidad de carga	Cód.	50. Tara			
	51. Tipo de equipo	Cód.	52. No. Precinto seguridad 1	53. No. Precinto seguridad 2	54. No. Precinto seguridad 3	55. No. Precinto seguridad 4	56. No. Bultos remitidos	20				
	57. No. Bultos recibidos	20	58. Peso kgs remitido	4940	59. Peso kgs recibidos	4960	60. No. Acta inconsistencias	61. Fecha acta de inconsistencias	62. No. Documento transporte			
	63. Fecha documento transporte	2 0 2 3 0 5 1 6	64. No. Formato	116671041328923	65. No. Manifiesto	116575013418384	66. Exceso peso	20	67. Defecto peso	68. Sobrante bultos	69. Faltante bultos	
	70. No. serie en el 651	1	71. Subpartida		72. Cód. Complement.		73. Código suplementario		74. No. Aviso salida	75. No. Aviso llegada/ Registro finalización	76. Tipo medio de transporte	Cód.
	77. No. Identificación medio de transporte	SPX214	78. Nacionalidad medio de transporte	COLOMBIA	79. No. Identificación del remolque	NO APLICA	80. Nacionalidad del remolque	COLOMBIA	81. No. Acta de diligencia	1 6 9		
	82. Observaciones											
	Acta N. 20236886 EMM 9194093487											
	2	Conduc-tor	38. Tipo documento	39. Número de identificación	40. DV	41. Primer apellido	42. Segundo apellido	43. Primer nombre	44. Otros nombres			
45. Tipo carga		Cód.	46. Tipo unidad de carga	Cód.	47. No. Identificación unidad de carga	48. No. Formato unidad de carga	49. Tamaño unidad de carga	Cód.	50. Tara			
51. Tipo de equipo		Cód.	52. No. Precinto seguridad 1	53. No. Precinto seguridad 2	54. No. Precinto seguridad 3	55. No. Precinto seguridad 4	56. No. Bultos remitidos					
57. No. Bultos recibidos			58. Peso kgs remitido		59. Peso kgs recibidos		60. No. Acta inconsistencias	61. Fecha acta de inconsistencias	62. No. Documento transporte			
63. Fecha documento transporte		Año Mes Día	64. No. Formato		65. No. Manifiesto		66. Exceso peso		67. Defecto peso	68. Sobrante bultos	69. Faltante bultos	
70. No. serie en el 651			71. Subpartida		72. Cód. Complement.		73. Código suplementario		74. No. Aviso salida	75. No. Aviso llegada/ Registro finalización	76. Tipo medio de transporte	Cód.
77. No. Identificación medio de transporte			78. Nacionalidad medio de transporte		79. No. Identificación del remolque		80. Nacionalidad del remolque		81. No. Acta de diligencia			
82. Observaciones												
3		Conduc-tor	38. Tipo documento	39. Número de identificación	40. DV	41. Primer apellido	42. Segundo apellido	43. Primer nombre	44. Otros nombres			
		45. Tipo carga	Cód.	46. Tipo unidad de carga	Cód.	47. No. Identificación unidad de carga	48. No. Formato unidad de carga	49. Tamaño unidad de carga	Cód.	50. Tara		
	51. Tipo de equipo	Cód.	52. No. Precinto seguridad 1	53. No. Precinto seguridad 2	54. No. Precinto seguridad 3	55. No. Precinto seguridad 4	56. No. Bultos remitidos					
	57. No. Bultos recibidos		58. Peso kgs remitido		59. Peso kgs recibidos		60. No. Acta inconsistencias	61. Fecha acta de inconsistencias	62. No. Documento transporte			
	63. Fecha documento transporte	Año Mes Día	64. No. Formato		65. No. Manifiesto		66. Exceso peso		67. Defecto peso	68. Sobrante bultos	69. Faltante bultos	
	70. No. serie en el 651		71. Subpartida		72. Cód. Complement.		73. Código suplementario		74. No. Aviso salida	75. No. Aviso llegada/ Registro finalización	76. Tipo medio de transporte	Cód.
	77. No. Identificación medio de transporte		78. Nacionalidad medio de transporte		79. No. Identificación del remolque		80. Nacionalidad del remolque		81. No. Acta de diligencia			
	82. Observaciones											

Acta N. 20236886

Del documento de CONTINUACION DE VIAJE

Número 6511002312030 se procede a desprecintar acá lo expuesto:

ACTA DE DESPRECINTAJE						
Fecha Desprecinto	Unidad de Carga	Placa	Fecha Ingreso (1)	Precintos	Tipo Precinto	Peso Entrada
26/05/2023	HLXU1272113	SPX214	26/05/2023	HLG4793660 / CT1081	BOTELLA	12900

**ACTA DE INVENTARIO**

El día Friday 26 May 2023 se procede a realizar el inventario a l(os) documentos (s) de transporte, número(s) abajo expuesto(s), todos consignados al **SERVIALCOMEX S.A.S.** y amparado(s) en la **CONTINUACION DE VIAJE** número 6511002312030 de la aduana de **BUENAVENTURA**  
 Fecha de la autorización de la operación (YYYY/MM/DD) 2023/05/24  
 Fecha límite para finalizar el régimen (YYYY/MM/DD) 2023/05/29

DOCUMENTO	FORMULARIO	MERCANCÍA	BULTOS	PESO
1051765643	9194093487	DICE CONTENER COMPUTADOR PORTATIL	20	4960

TOTALES: 20.00 4960.00

Bultos \_\_\_\_\_ Peso \_\_\_\_\_  
 Estado \_\_\_\_\_ Términos \_\_\_\_\_  
 Descripción \_\_\_\_\_ Otra \_\_\_\_\_ NO

**Observaciones**

CV ARRIBA EN TERMINO A ZFB. SE VERIFICA BULTOS. PESO TOMADO POR DIFERENCIA DE BASCULA. NO SE VERIFICA CONTENIDO INTERNO DE LA MERCANCIA.

USUARIO OPERADOR  
JESSIKA OLIVARES ALBA

USUARIO TRANSPORTADOR  
NOMBRE  
C.C

USUARIO ZONA FRANCA  
DANIEL ANDRES ZULUAGA

C.C 1022422911

C.C 1108151892

(1) Artículo 448 del Decreto 1165 de 2019

1. Año **2 0 2 3**      2. Concepto **1**

Espacio reservado para la DIAN


 4. Número de formulario **17261001892111**


(415)7707212489984(8020) 0017261001892111

**Datos de quien genera el acta**

20. Tipo documento	18. Número de identificación	6. DV	7. Primer apellido	8. Segundo apellido	9. Primer nombre	10. Otros nombres
3 1	8 0 0 1 8 5 3 4 7	6				

 11. Razón social  
**ZONA FRANCA DE BOGOTA S A USUARIO OPERADOR DE ZONA FRANCA LA SOCIEDAD SE IDENTIFICARA INTERNACIONALMENTE COMO FREE Z**
**Datos generales**

24. No. Formato anterior	25. Tipo de asunto	Cód.	26. No. Asunto	27. No. Documento fuente	28. Fecha documento fuente	29. No. Planilla de recepción
	Tránsito Aduanero	8 2 3	202382370100024569	6511002312030	2 0 2 3 0 5 2 4	17251002030709
30. Fecha y hora Planilla de recepción 2 0 2 3 0 5 2 6						

**Transportador de tránsito registrado en la declaración**

31. Tipo documento	32. Número de identificación	33. DV	34. Primer apellido	35. Segundo apellido	36. Primer nombre	37. Otros nombres
3 1	8 0 0 0 3 8 1 2 9	8				

 38. Razón social  
**INTEGRAL DE CARGA CARGRANEL S.A.S.**
**Transportador de tránsito que entrega la carga**

39. Tipo documento	40. Número de identificación	41. DV	42. Primer apellido	43. Segundo apellido	44. Primer nombre	45. Otros nombres
3 1	8 0 0 0 3 8 1 2 9	8				

 46. Razón social  
**INTEGRAL DE CARGA CARGRANEL S.A.S.**

47. Tipo inconsistencia	Cód.	48. Descripción

**Inconsistencias**

49. No. Aviso de salida	50. No. Identificación medio de transporte	51. No. Identificación unidad de carga	52. No. serie en declaración 651	53. No. Manifiesto carga	54. No. Documento transporte	
15669002760108	SPX214	HLXU127211-3		116575013418384	1051765643	
55. No. Formato documento de transporte	56. Dato declarado	57. Dato recepcionado	58. Estado precintos	Cód.	59. Exceso peso	60. Defecto peso
116671041328923	4940	4960			20	
61. Sobrante bultos	62. Faltante bultos	63. Objeto de verificación	Cód.	64. Tipo de inconsistencia	Cód.	
		Peso	1 5	Diferencias en peso frente a lo consignado en la d	8	
65. Descripción inconsistencia						

49. No. Aviso de salida	50. No. Identificación medio de transporte	51. No. Identificación unidad de carga	52. No. serie en declaración 651	53. No. Manifiesto carga	54. No. Documento transporte	
55. No. Formato documento de transporte	56. Dato declarado	57. Dato recepcionado	58. Estado precintos	Cód.	59. Exceso peso	60. Defecto peso
61. Sobrante bultos	62. Faltante bultos	63. Objeto de verificación	Cód.	64. Tipo de inconsistencia	Cód.	
65. Descripción inconsistencia						

Firma empleado depósito / Zona franca	Firma transportador del tránsito	Firma funcionario autorizado
1000. Operación automática		984. Apellidos y nombres
		985. Cargo
1001. Apellidos y nombres	OLIVARES ALBA JESSIKA	989. Dependencia
1002. Tipo doc.	1 3	992. Area
1003. No. Identific.	1 0 2 2 4 2 2 9 1 1	1004. DV
1005. Cód. Represent.		990. Lugar admitivo. Impuestos de Bogotá
1006. Organización	ZONA FRANCA DE BOGOTA	991. Organización
		1014. Dirección
		996. Fecha presentación
		2 0 2 3 0 5 2 6 1 4 2 7 1 8



Aviso de Llegada / Registro Finalización



1776

1. Año 2023 2. Concepto 1

Espacio reservado para la DIAN



4. Número de formulario 17761002726701



(415)7707212489984(8020) 001776100272670 1

Datos de quien registra la finalización

20. Tipo documento 3 1 18. Número de identificación 8 0 0 1 8 5 3 4 7 6. DV 6 7. Primer apellido 8. Segundo apellido 9. Primer nombre 10. Otros nombres

11. Razón social ZONA FRANCA DE BOGOTA S A USUARIO OPERADOR DE ZONA FRANCA LA SOCIEDAD SE IDENTIFICARA INTERNACIONALMENTE COMO FREE Z

Datos Generales

24. No. Formato anterior 25. Tipo de asunto Tránsito Aduanero 26. No. Asunto 8 2 3 7 202382370100024569 27. No. Documento fuente 6511002312030 28. Fecha documento fuente 2 0 2 3 0 5 2 4

29. Aviso de salida 15669002760108 30. Fecha aviso salida 2 0 2 3 0 5 2 4 31. Identificación medio de transporte SPX214 32. Remolque NO APLICA 33. Última recepción? X

74. Acta de inconsistencias 75. Fecha acta inconsistencias 2 0 2 3 0 5 2 6 / 0 9 : 2 7 : 2 8 77. Fecha y hora de llegada 78. Fecha y hora finalización tránsito 2 0 2 3 0 5 2 6 / 0 9 : 2 7 : 2 8

Datos transportador del tránsito que entrega la carga

34. Tipo documento 3 1 35. Número de identificación 8 0 0 0 3 8 1 2 9 36. DV 8 37. Primer apellido 38. Segundo apellido 39. Primer nombre 40. Otros nombres

41. Razón social INTEGRAL DE CARGA CARGRANEL S.A.S.

Datos del declarante

42. Tipo documento 3 1 43. Número de identificación 8 0 0 0 3 9 9 9 6 44. DV 1 45. Primer apellido 46. Segundo apellido 47. Primer nombre 48. Otros nombres

49. Razón social KUEHNE + NAGEL S A S

Datos de la operación de tránsito

50. Aduana de partida Impuestos y Aduanas de Buenaventura 51. No. Autorización 15629002011354 52. Fecha autorización tránsito 2 0 2 3 0 5 2 4 53. Fecha y hora autorizada para finalizar 2 0 2 3 0 5 2 9 / 2 3 : 5 9 : 5 9

54. Depósito o zona franca Zona Franca De Bogotá S.A. 76. Usuario calificados Z.F. 2 0 0 3

Datos unidad de carga

55. Unidad de carga 1 HLXU127211-3 56. Precinto 1 HLG4793660 57. Estado precinto 1 Bueno 58. Precinto 2 CT 1081 59. Estado precinto 2 Bueno

60. Precinto 3 61. Estado precinto 3 62. Precinto 4 63. Estado precinto 4

55. Unidad de carga 2 60. Precinto 3 61. Estado precinto 3 62. Precinto 4 63. Estado precinto 4

64. Observaciones

Firma empleado depósito / Zona franca

Firma funcionario autorizado

1000. Operación automática

1001. Apellidos y nombres OLIVARES ALBA JESSIKA

1002. Tipo doc. 1 3 1003. No. Identific. 1 0 2 2 4 2 2 9 1 1

1005. Cód. Represent.

1006. Organización ZONA FRANCA DE BOGOTA S A USUARIO OPERADOR DE ZO

984. Apellidos y nombres

985. Cargo

989. Dependencia

992. Area

990. Lugar admitivo. Impuestos de Bogotá

991. Organización

1014. Dirección

997. Fecha presentación

2 0 2 3 0 5 2 6 / 0 9 : 2 7 : 2 8



Informe de Descarque e Inconsistencias



1207

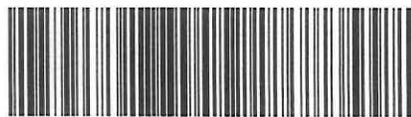
1. Año 2023

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4. Número de formulario

12077040618250



(415)7707212489984(8020) 001207704061825 0

Transportador o Representante del Transportador en Colombia o Agente de carga Internacional:

20. Tipo de documento	18. Número de documento	6. DV	7. Primer apellido	8. Segundo apellido	9. Primer nombre	10. Otros nombres
3 1	8 0 0 0 3 9 9 9 6	1				

11. Razón social  
KUEHNE + NAGEL S A S

24. Administración	Cód.	25. No. Manifiesto carga oficial	26. Fecha y hora de inicio descargue	27. Fecha y hora de finalización descargue
Buenaventura	3 5	116575013418384	2 0 2 3 0 5 1 8	2 0 2 3 0 5 1 8

28. Tipo de informe	Cód.	29. Último informe	Cód.

26-06-2023  
VENCE

PRESENTADO

Colombia, un compromiso que no podemos evadir.

Firma de quien suscribe el documento

Firma de quien suscribe el documento

1001. Apellidos y nombres 107080505  
 1002. Tipo doc. 1003. No. identif. 1004. DV  
 1005. Cód. Representación  
 1006. Organización 48412 48412

984. Apellidos y nombres  
 985. Cargo  
 989. Dependencia  
 990. Lugar admitivo.  
 991. Organización

997. Fecha de expedición 2 0 2 3 0 5 1 8 / 1 5 : 4 2 : 1 7

Espacio reservado para la DIAN



4. Número de formulario

12077040618250



(415)7707212489984(8020) 001207704061825 0

**Documentos de transporte descargados**

30. Número formulario 1166 116671038910399	31. Descargue 1166 TOTAL	Cód. 1	32. Tipo documento de viaje Hijo	Cód. 3
33. Número documento de transporte 1051795210	34. Fecha documento de transporte 20230331	35. Número formulario 1167	36. Descargue 1167	
37. Item del formato 1167	38. N° bultos descargados 809	39. Peso descargado 13688.34	40. Entrega a Puerto	Cód. 1
41. Cód. deposito	42. Sobrante bultos 0	43. Exceso peso 0	44. Faltante bultos 0	45. Defecto peso 0
46. Justificación				
47. Doc. Manifestado Sí <input checked="" type="checkbox"/> No <input type="checkbox"/>	48. Último Total	Cód. T		
30. Número formulario 1166 116671041328923	31. Descargue 1166 TOTAL	Cód. 1	32. Tipo documento de viaje Hijo	Cód. 3
33. Número documento de transporte 1051765643	34. Fecha documento de transporte 20230414	35. Número formulario 1167	36. Descargue 1167	
37. Item del formato 1167	38. N° bultos descargados 20	39. Peso descargado 4958.67	40. Entrega a Puerto	Cód. 1
41. Cód. deposito	42. Sobrante bultos 0	43. Exceso peso 0	44. Faltante bultos 0	45. Defecto peso 0
46. Justificación				
47. Doc. Manifestado Sí <input type="checkbox"/> No <input type="checkbox"/>	48. Último Total	Cód. T		
30. Número formulario 1166 116671038907567	31. Descargue 1166 TOTAL	Cód. 1	32. Tipo documento de viaje Hijo	Cód. 3
33. Número documento de transporte 1051668995	34. Fecha documento de transporte 20230405	35. Número formulario 1167	36. Descargue 1167	
37. Item del formato 1167	38. N° bultos descargados 461	39. Peso descargado 3175.52	40. Entrega a Puerto	Cód. 1
41. Cód. deposito	42. Sobrante bultos 0	43. Exceso peso 0	44. Faltante bultos 0	45. Defecto peso 0
46. Justificación				
47. Doc. Manifestado Sí <input type="checkbox"/> No <input type="checkbox"/>	48. Último Total	Cód. T		
30. Número formulario 1166 116671039609668	31. Descargue 1166 TOTAL	Cód. 1	32. Tipo documento de viaje Hijo	Cód. 3
33. Número documento de transporte 1052028615	34. Fecha documento de transporte 20230510	35. Número formulario 1167	36. Descargue 1167	
37. Item del formato 1167	38. N° bultos descargados 30	39. Peso descargado 19767.78	40. Entrega a Puerto	Cód. 1
41. Cód. deposito	42. Sobrante bultos 0	43. Exceso peso 0	44. Faltante bultos 0	45. Defecto peso 0
46. Justificación				
47. Doc. Manifestado Sí <input type="checkbox"/> No <input type="checkbox"/>	48. Último Total	Cód. T		

**Colombia, un compromiso que no podemos evadir.**