# **BILL OF LADING**

nsferred or vested. sion of the Goods or this Bill of Lading, any person having a

- CONTAINERS
- r he stuffed by the Carrier in or on Cor
- Jb. /AINEL. Goods may be . The Terms and Con.. by the Carrier or del<sup>®</sup> " a Container has h " The Carri cuse " red by the camer in or on containers a nditions of this Bill of Lading shall govern elivered to the Merchant. been stuffed by or on behall of the Men r shall not be liable for loss of or damage

  - caused by the manner in which the Container ha
  - (b) cause of ym eursuitachif or the colors for carrage in Containers; (c) caused by the unstaticity or defective condition of the Container provi (a) without any want of due dilgence on the part of the Carrier or (b) w (d) if the Container is not seeled at the commencement of the Carrier age ex 9.3.2. The Marchant shall defend, indemnify and hcld harmless the Carrier age ept where the Carrier has agreed to seal the contai ainst any loss, damage, claim, liability or expense
- 10. TEMPERATURE CONTROLLED CARGO The Merchant undertakes not to tender for transportation any Goods which re has been prepared by the Merchant or a person acting on his behalf) of their n Merchant further undertakes that the Container has been property one-cooled on the front of the Bill of Ladino if this Bill of I iture range to be ods by the Car
- rier. receipt of the G
- If the above requestions 10.2. The Merchant should note that refrigerated Containers a 10.2. To forezed dwn cargo which has not been presente than that required for the Carriage, nor 10.2.2. Is monitor and control humidity levels, albet a set Container.
- 102.2. to principle and control humidity levels, abbit a testing halfing ends, in the humidity is influenced by muny element later. 102.2. The term "grant good order and controls" relevance to the local barries of the humidity is influenced by muny element later. 2. The term "grant good order and control in centry to preparation, humidity level or other condition independent by the locaries a being at the centry to preparation. The humidity level or other condition independent by the locaries are being at the centry to preparation. The humidity level or other condition is displayed by the locaries of the locaries rate to develop the locaries and the locaries

- provided that the Carrier shall before or at the begin 11.INSPECTION AND DISPOSITION OF GOODS
- 11.1. The Carrier or any person authorised by the Carrier shall 11.2 If it appears at any time, in the sole judgment of Carrier, t taking any measures in relation to the Container or its con any reasonable additional expense to carrier yor to continue Bill of Lading. The Merchant shall indemnify the Carrier application of the Carrier applic reof, the Ca tents or any part the the Carriage or to s

# 12.MATTERS AFFECTING PERFORMANCES

- e the Carriage is or is likely to be a nced) the Carrier may in its sole di has commenced) the Carner may in its sole usurebox. 12.1. Carry the Goods to the contracted Port of Discharge or Place of Del Discharge or Place of Delvery. If the Carrier elects to invoke the term ated in this Bill of Lading or that which is u
- 12.2. Suspend the Carr ge of the 6 as possible, but the Car
- ause , he shall be ent disposal at any place nal Freight and costs as the Carrier may nay deem safe and convenient whereuror period of suspension. If the Carrier elects to i Abandon the Carriage of the Goods and plac shall cease. The Carrier shall nevertheless bi 12.3. leem safe and curver-----hant shall pay any additio
- Carrier e 12.4. The liab

## 13. METHODS AND ROUTE OF TRANSPORTATION

- ad or carry the Goods on any Vessel whether named on the front he front hereof or by any other means of transport whatsoever: at any pl and by any route in his discretion (whether or not the nearest or m The Carrier may at any time and without notice to the N from one conveyance to another including transhipping o which have been stuffed in or on a Container and forwa front hereor or ... at any place unpack and remove est or most or customary or adv a nort named on the front hereof and of such gove e in any n or authority or having under the terms of the i drv-docked: nermit the vessel to carry livestoc
- 13.2. The liberties set out in 13.1 above be invoked by the Carrier for any 14.0PTIONAL STOWAGE. DECK CARGO AND LIVESTOCK

14.1. Goods may be consolidated by the Carrier with oth 14.2. Goods of any description whether packed in Conta reverse side hereof it is specifically stipulated that Carriage being on deck. Subject to clarse 18 and e shall not be a devi b the Merchant and such stowage shall not be a develop on wrassoever resure to work dock, the Carrier shall not be required to hote, mark or stamp on the Bill of Lading any si participate in General Average and such Goods (other than Ilvestock) shall be develop Rules compulsorily applicable (such as COGSA ) to this Bill of Lading. Jefinition or Good Soods (not being Goods on the part of the Carri Informati indemnify and 14.3

## 15.ISPS Code

- In the Merchant must compay www....
  15.1. The Merchant must compay www....
  resulting form the violations of the ISPS Co.
  15.2. The Merchant undertakes to pay the Carrier
  Conte in relation to Merchant's Goods.
- Code in remove. 15.3. The Carrier is en been loaded.
- 16.DELIVERY OF GOODS

# 17.DANGEROUS GOODS

- No goods which are or may becon Container as well as the Goods the If any such Goods are delivered to may at any time be destroyed, disp integring (including (including cancel in mandate), states de encendre du los cancels on cancege writtere in expressioners in management states es as lo indicates the nature and character of any such Goods and so as to comply with any applicable back, regulation nd/or marking, or if in the opinion of the Cartier the Goods are or are likely to become of a dangerous, inflammable or dats without compensation to the Merchard. to the nature of the Go
- 17.2. The Mechanic warrants that the Goods are sufficiently packed in compliance with all away or regulations and requirer 17.8. Whether or not the Mechanic warrants that the Goods are sufficiently packed in compliance with all away or regulations and requirer 17.3. Whether or not the Mechanic was aware of the nature of the Goods, the Mechanic shall indemnify the Carrier against 17.4. Notifice contained in this Classes shall derive the Carrier of any of the industry of or elsewhere. 18.BOTH-TO-BLAME COLLISION

# (the carrying vessel) comes into collision with any other vessel or object (the non-non-carrying vessel of object, the Merchant undertakes to defend, indemnify and r damage to, or any claim whatsower of the Merchant paid or payable to the M eccuped or recovered by such vessel object or person(s) against the Carrier, the i, charterer of or person resp essel or person in respect of a

- 19. GENERAL AVERAGE Rules of 1974 as The Carrier may declar is to be considered as 19.2. Notwithstar and shall p 19.3. The Carrier haddered as incorporated internin and una characteria and provide adult adcurred and inter done required by the carrier in inter com anting 19.1. done the Mercharat shall defend, indered and an adverte and thermites the Carrier in respect of any claim (and any experiprivide such security) as may be required by the Carrier in this connection.
- 20 FREIGHT EXPENSES AND FEES
- hed by or on behalf of the Merchant. The Carrier may at any tim
- All sums payable to the Carrier are due on demand and or of Delivery or as specified in the Carrier's Tariff.
  The Merchant's attention is drawn to the stipulations or applicable Tariff. In the event of any discrepancy betwee
  All Freight shall be paid without any set-off, counter-classified rency in which the Freight is to be ns in the Bill of Lading and any Ca nter-claim or dedu
- 20.5. 20.6. in due, he shall be liable for payment of simple interest at the rate of 12% per a s incurred in collecting any sums due to the Carrier. Payment of Freight and ch ade at the M not be de t to the Carrier and shall be m
- 20.7 erchant's solo ..... ight, duties, fees, demi 20.8. If the Carrier, at its sole discre
- signee or other Person when due, the Merchant stan remain responsible for the payment or any sums payable to the Carrier, and the terms and conditions applicable to any credit ( C ny granting of credit by the Carrier, unless otherwise agreed by the Carrier. on within 30 (thirty) days of arrival, the Carrier is authorized to self, abandon or otherwise ration to pay all charges accored agrains the Goods. applicable Credit terms will automatically apply to an 20.9. If the Merchant fails to collect the cargo at destinat disnosal will not relieve the Merchant from the oblic
- 21.LIEN
- relating thereto to all sums payable to the Carrier un elating thereto for all sums due from him to the Carri 22.VARIATION OF THE CONTRACT
- 23.VALIDITY
- 24. AFRICA CLAUSE
- ions to the contrary in Where the stage of o
  - tractor and in the contract bel
- 25.NOTIFICATION AND DELIVERY
- allifetiment of parents to be inserted to internet the annual sector of the sector of come to hand, at or onto any wharf, craft or pla mes dues or other expenses that may be or be 25.2
- ed for in the Carrier's applicable Tariff ( see clause 2 ).
- 1690-0-...
  25.4. If a Please of Delivery is see...
  25.4. If the delivery of the Goods is not taken to see...
  Goods 'ispacial in Containers and/or to store the Goods set of the Goods. The Merchark in the coarts of the vielent is the Goods. The Merchark intervolution and yneight may be increased with a coarts that and yneight may be set. The Coarts and angle the Goods. The Merchark is the Goods and the Goods. The Merchark is the Goods of the Merchark is the Coarts and angle the Goods. The Merchark is the Goods and the Merchark is the Goods. ed to call upon the Merchant to take dollery thered, the Carrier shall be at liberty, with: sole risk of the Merchant. Souris strage shall constitute due dollery hereunde, and there due of payable by the Carrier or any agent of Sub-Contractor the Carrier shall lottivil Carriers first domand at costs for storage, quay or farbour dules and any other costs in couplement and accesses at all liabitity or any durinage. The Merchant innove
- 25.7. Refusal by the Me
- the Terms and Conditions of this Bill of Lading shall o 25.8. Subi
- 25.0
- 26.LAW AND JURISDICTION Except as otherwise provided of any other place. In case hor im or dispute arising under this Bill of Lading shall be governed by the laws of Hong Kong and determined in the Hong Kong Courts to the exclusion of the jurisdiction of the ier intends to sue the Merchant the Carrier has also the option to file a suit at the Merchant's place of business, at the Port of Loadino or at the Port of Discharge at Carrier's

ng of the

- 8.6 tion of the Ca
- Jamiage of such boods. Is eliable for the loss damage, contamination, soiling, detention or demurrage before, during and after the Carriage & Merchandr, caused by the Merchand or any person acting on his behalf or of which the Merchand is otherwise res he front of this Bill of Lading relating to any invice, export or import license, documentary credit, insurance certifi The Carrier. Any such information shall not constitute any doctaration of value of the Goods and shall in no way in 8.8.

1. DEFINITIONS

uble filting in the transmission of Goods by Sea Act of the United States of America approved on Tool repair Internet of Tools by Sea Act of the United States of America approved on Tool repair Internet of Tools by Sea Act of the United States of America approved on Tool repair Internet of Tools by Sea Act of the United States of America approved on Tool repair Internet of Tools and Sea Act of Tools and Sea Act of the United States of America approved on Tool repair Internet on Tools and Act of on being in possession of oper, the consignee, the e interest in the Goods or I Lading and for the fulfilr vidual, a partnership, a b e Place of Receipt and the ally hereinant a supervision of the second s inficated are norts and the Rill of

id on 16th April 1936, as am

r part or the operations and services undertaken or performed by the carrier in respect of the "ca ir in respect of the goods covered by this Bill of Lading. ted on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading evenesise and money obligations nevelable to the Carrier in accordance with the annicable Tariff. II

## 2. CARRIER'S TARIFF

3. WARRANTY

4. NEGOTIABILITY AND TITLE TO THE GOODS This Bill of Lar de out "to orde

4.2. shall be prima facie evidence of the taking in charge by the Carr 5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

The Carrier shall be entitled to sub-cortract on any ferms the whole or any part The Carrier shall be entitled to sub-cortract on any ferms the whole or any part The Merchant undertakes that no claim or allegation shall be made against any P and his servants or agents, and all others by whom the whole or any part of the or Vessel any fability whatsoever in connection with the Goods or the Carriage, and or agence, any independent contract attempts to impose upon any such Perso nless the Carrier against all consequence sky for his benefit and in entering into thi els shall to this extent be or be deemed t and his sensatis or against, and all others by whom the whole or any part of the Gardingu, who in viscal any kalibit valences in connections with the Goods or the Cardingu, and if any of thereod. Without projudice to the freepoing every such Presons and Vessel shall have the ben constraint the Carrine, the existent of these provisions, does so not only on his own behalf but be parties to his contract. The Morchant shall defend, indemnify and hold harmless the Carrier against any claim or list Carrier's skalling under this Bill of Lading. age, and if any claim or alle

- 5.3
- 6. CARRIER'S RESPONSIBILITY

### Clause Paramount 6.1.1. All Carriage under this Bill US COGSA (in the case of Carr 1.9 any Terms of this Bill of Ladi rion chall be cull and

- aining provisions hereof. Visby or US COGSA: to carriage by sea shall be
- 6.1.3. Port-tr 6.2.1.
- 6.2.2. e Hague, Hague-Visby H le for any fault of his pe pard the Vessel or caused by the navigation or management of the plicable . Ige or loss caused by fire or explosion on I igation and Fire Defenses"). ssel or the Crew of a tug boat assisting the Vessel, in cases of tty taken in the interest of the Goods. 6.2.3.
- i to which the Good
- of loss or damage be given in writing to the Carrier or his agent at the Port of Discharge before rights or if the loss or damage is not generated within the second stody of the person entitled to delivery thereof u rrier as described in this Bill of Lading and any s
- - nm by private contract to the detriment of the Me (b)
  - esser. n and Fire Defenses" as per Clause 6.2.2. apply. in Clause 6.2.3 above, Clause 6.2.3. applies.
- May 10, 1056 and durin

### nt that the N ally designated in this Bill of lading and the

- GENERAL PROVISIONS
- tbillty Provisions ague Rules/Hague-Visby Rules it the event that suit is brought in a Court other than the Court as provided ill of Lading has been issued in a country where the Hague-Visby Rules and the supervision of Sundr 7.1.1. ping unit, or the value of such Go ISA

-Visby Rules, or any I low, be or become lial

es or legislation. Heclared Value of Package or Shipping Unit

ь

8.5.

8. MERCHANT'S RESPONSIBILITY

particulars of the G

- isby Pulles are compulsionly applicable, in if the Goods lost or damaged, or SDR 66 not exceed GBP 100 per Package or unit.

dence, but shall not be

ded that suc

s or things of any de

overy of any drugs, narc