

## BILL OF LADING

Shipper (full style and address)	
Consignee (full style and address)	
B/L No.	Reference No.
Vessel	
Port of loading	
Port of discharge	
Freight Forwarder	
Notify Party (full style and address)	

### PARTICULARS DECLARED BY THE SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER

Container No./Seal No./ Marks and Numbers	Number and kind of packages; description of cargo SAID TO BE	Gross weight, kg SAID TO WEIGH	Measurement, m <sup>3</sup> SAID TO MEASURE

**SHIPPED** on board in apparent good order and condition (unless otherwise stated herein) the total number of Containers/Packages or Units indicated above and the cargo as specified above, weight, measure, marks, numbers, quality, contents and value unknown, for carriage to the Port of discharge or so near thereto as the vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the Port of discharge unto the lawful holder of the Bill of Lading, on payment of freight as indicated to the right plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant\* expressly accepts and agrees to all its stipulations on both Page 1 and Page 2, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One original Bill of Lading must be surrendered duly endorsed in exchange for the cargo or delivery order, whereupon all other Bills of Lading to be void.

**IN WITNESS** whereof the Carrier, Master or their Agent has signed the number of original Bills of Lading stated below right, all of this tenor and date. The term "apparent good order and condition" when used in this Bill of Lading with reference to iron, steel or metal products does not mean that the goods, when received, are free of visible rust or moisture. If the Shipper so requests, a substitute Bill of Lading will be issued omitting the above definition and setting forth any notations as to rust or moisture which may appear on the Mates' or Tally Clerks' receipts.

Carrier's name / principal place of business

Shipper's declared value	Declared value charge
Freight details and charges	
Daily detention rate (Special Clause A) / Demurrage (Clause 10)	
Special terms as per Booking Note dated:	
Date shipped on board	Place and date of issue
Number of original Bills of Lading	

Signature of the Carrier or for the Carrier Name and Signature of Master / Agent

Pre-carriage by\*\*

Place of receipt by pre-carrier\*\* / Place of delivery by on-carrier\*\*

\*As defined hereinafter (Clause 1) \*\*Applicable only when pre-/on-carriage is arranged in accordance with Clause 9

# BILL OF LADING TERMS AND CONDITIONS

## 1. Definition

"Merchant" includes the shipper, the receiver, the consignee, the holder of the Bill of Lading, the owner of the cargo and any person entitled to possession of the cargo.

## 2. Notification

Any mention in this Bill of Lading of parties to be notified of the arrival of the cargo is solely for the 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 hereunder.

## 3. Liability under the Contract

(a) Unless otherwise provided herein, the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated Brussels the 25th August, 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply. In respect of shipments to which there are no such enactments compulsorily applicable, the terms of Articles I-VIII inclusive of said Convention shall apply.

In trades where the International Bussels Convention 1924 as amended by the Protocol signed at Brussels on 23rd February 1968 ("The Hague-Visby Rules") apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading.

Where the Hague Rules or part of them or the Hague-Visby Rules apply to carriage under this contract, the applicable rules, or part of them, shall likewise apply to the period before loading and after discharge where the Carrier (or his agent) have custody or control of cargo.

Unless otherwise provided herein, the Carrier shall in no case be responsible for loss or damage to deck cargo and/or live animals.

Unless otherwise stated herein, the Protocol signed at Brussels on 21st December 1979 (the SOLAS Protocol 1979) shall apply.

(b) The Carrier shall under no circumstances be liable for consequential losses.

If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this Bill of Lading or to the limitation amount as determined in sub-clause 3(a), whichever is the lesser.

(c) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clause 3(a) or, if applicable, Additional Section.

## 4. Law and Jurisdiction

Any dispute arising under or in connection with this Bill of Lading shall be subject to the exclusive jurisdiction of the United States District Court for the Eastern District of Louisiana, Louisiana (law to apply, except in the exercise of the Carrier's lien under Clause 12, when local law may apply).

## 5. The Scope of Carriage

The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or of any ports or places for any reasonable purpose connected with the carriage including bunkering, loading, discharging or other cargo operations and maintenance of vessel and crew. The carrier shall have the liberty of restoring the cargo and loading and discharging other cargoes for the account of other Merchants for ports enroute or not enroute to ports enroute or not enroute.

## 6. Substitution of Vessel

The Carrier shall be at liberty to carry the cargo or part thereof to the port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

## 7. Trenchpassing

The Carrier shall be at liberty to tranship land and store the cargo either on shore or afloat and repack and forward the same to the port of discharge at Carrier's expense but at Merchant's risk.

## 8. Lightage

Any lightening in or off parts of loading or ports of discharge to be for the risk and account of the Merchant.

## 9. Liability for Pre- and On-Carriage

When the Carrier arranges pre-carriage of the cargo from a place other than the vessel's port of loading or on-carriage of the cargo to a place other than the vessel's port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the port of loading and the port of discharge even though the freight for the whole carriage has been collected by him.

## 10. Loading and Discharging

(a) Loading and discharging of the cargo shall be arranged by the Carrier or his Agent/less otherwise agreed.

(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging.

(c) Loading and discharging may commence without prior notice.

(d) The Merchant or his Agent shall tender the cargo when the vessel is ready to load, and as fast as the vessel can receive, including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to load or fails to load as fast as the vessel can receive the cargo, the Carrier shall be relieved of any obligation to load such cargo, the vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for dead freight and/or any overtime charges, losses, cost and expenses incurred by the Carrier and in addition the Merchant shall be liable to pay the Carrier detention at the rate USD 15,000 per day (or such other sum as is stated on the face of the Bill of Lading) for the period of any delay.

(e) The Merchant or his Agent shall take delivery of the cargo as fast as the vessel can discharge including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to take delivery of the cargo the Carrier's discharging of the cargo shall be deemed fulfillment of the contract of carriage. Should the cargo not be applied for within a reasonable time, the Carrier may sell the same privately or by auction.

If the Merchant or his Agent fails to take delivery of the cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier and in addition the Merchant shall be liable to pay the Carrier detention at the rate USD 15,000 per day (or such other sum as is stated on the face of the Bill of Lading) for the period of

delay. All delivery takes place at the end of the vessel's hook unless otherwise specified.

(f) The Merchant shall be responsible for providing all necessary equipment for loading and discharging, including spreader bars, lifting frames, slings and saddles.

(g) The securing of the cargo be accomplished to Master's satisfaction. The time and expense of additional cargo securing required by the Merchant or Merchant's representative to be for Merchant's account.

(h) The Merchant shall accept his reasonable proportion of unidentified loose cargo.

(i) Cargo contracted to be carried on terms free inflator out or liner in/liner out, shall be loaded and/or discharged at the costs, expense, risk and responsibility of the Merchant, who shall be liable to the Carrier for the cargo's, omissions and negligence of the stevedores, whom the Merchant shall appoint and pay. Laytime as per Booking Note. Demurrage shall be paid at the rate of USD\$15,000 per day (or such other sum as is stated on the face of the Bill of Lading).

(j) Notice of Readiness may be tendered on arrival, at any time, day or night, all weekend days and whether in port or not, whether in berth or not, whether customs cleared or not, whether in free pratique or not.

(k) If the Merchant notifies the Carrier that the cargo will not be ready upon the vessel's arrival during the shipping period, the Carrier may close not to call the port of loading and contractual damages under 11 (g) below will be owed by the Merchant.

## 11. Freight, Charges, Costs, Expenses, Duties, Taxes and Fines

(a) Freight, whether paid or not, shall be considered as fully earned and due upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under this Contract are payable by the Merchant to the Carrier on demand. Interest at Libor (for subaccess) plus 2 percent shall run from fourteen days after the date when freight and charges are payable.

(b) The Merchant shall be liable for all costs and expenses of lamination, gathering and sorting loose cargo and weighing on board, repacking damage to and repacking of packing due to escaped causes, and any extra handling of the cargo for any of the aforementioned reasons. The Merchant shall be specifically liable for all costs, expenses, losses and liabilities incurred due to non-approved or contaminated or messed cargo supplied by Merchants including all costs of transporting the cargo to another port, if required.

(c) The Merchant shall be liable for any duties, duties, taxes and charges that under any denomination may be levied, inter alia, on the basis of freight, weight or measurement of cargo or forage of the vessel.

(d) The Merchant shall be liable for all fines, penalties, costs, expenses and/or losses that the Carrier, vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.

(e) The Carrier is entitled in case of incensed declaration of contents, weights, measurements or value of if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.

(f) Any additional insurance premium charged by vessel's underwriters for breaching trading limitations (VVL) or war risk exclusions to be for Merchants account.

(g) For any cancellation or partial shipment (from the contracted amount of cargo) the Merchant shall owe the total contracted freight in other damages or dead freight less any costs saved by the carrier for nonshipment. The carrier shall not have to call at the port of loading in order to collect damages under this clause.

## 12. Lien

The Carrier shall have a lien on all cargo for any amount due (including freight, dead freight, demurrage, damages, demurrage, and other costs or expenses) under this Contract and other contracts between the Merchant and the Carrier and costs for recovering the same (including attorney's fees) and shall be entitled to sell the cargo privately or by auction to satisfy any claims or liens at the specified discharge port to other port.

## 13. General Average and Salvage

General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1994, or any modification thereof, in respect of all cargo whether carried on or under deck. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

## 14. Both-to-Blame Collision Clause (This clause to remain in force even if enforceable in the Courts of the United States of America)

If the vessel comes into collision with another vessel as a result of the negligence of either vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the vessel, the non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the cargo paid or payable by the other or non-carrying vessel or her Owner to the owner of said cargo and self-occupied or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to the vessel or vessels or objects are at fault in respect of a collision or contact.

## 15. Government Directions, War, Epidemics, Ice, Strikes, etc.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this Contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or moving under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the transport would expose the vessel or any cargo on board to risk of seizure or damage or delay in

consequence of war or war-like operations, blockades, riots, civil commotions,

piracy or any person on board to risk of loss of life, the Master may discharge the

cargo at the port of loading or other such safe port.

(c) In the event that strikes, labor stoppages or unrest, ice, or similar events would prevent or delay loading, leaving the loadport or discharging in the usual manner and departing the discharge port, safely and without unreasonable delay, the Master may discharge the cargo at the port of loading or any other safe and convenient port.

(d) The Merchant, under the provisions of this Clause, of any cargo shall be deemed due fulfillment of the contract of carriage.

(e) If in connection with the exercise of any liberty under this clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

## 16. Defences and Limits of Liability for the Carrier, Servants, Agents and Managers

(a) It is hereby expressly agreed that no servant, agent or manager of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under this Contract of carriage for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with the employment.

(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled shall also be available and shall extend to protect every such servant, agent or manager of the Carrier acting as aforesaid.

(c) The Merchant undertakes that he claim shall be made against any servant, agent or manager of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(d) For the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or trustee or behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such persons shall to the extent he or she is or she is deemed to be parties to this Contract of carriage.

## 17. Stowage

(a) The Carrier shall have the right to stow, by means of containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to consolidate goods.

(b) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.

(c) The Carrier shall have no liability for any cargo carried on deck, regardless of type of cargo. If it is determined that the Carrier has liability, the Carrier shall be entitled to all limitations available under U.S. COCSA or any other statute or convention as if the cargo had been carried under deck.

## 18. Packaging

The Merchant is responsible for providing cargo that is properly packed and internally secured for ocean transportation, and that all centres of gravity are marked, proper skids are attached and, if required, all crates used for securing the cargo are fit for the purpose and the cargo is properly secured within the crates. The Merchant shall fit the cargo and/or crates as appropriate with suitable lashing tags and sufficient lashing points for the cargo and/or crate to be properly secured. If cargo is not fit at the bottom, the Merchant is to provide a detailed topmost sketch prior to loading. Any special dunnaging is to be for the Merchant's account.

## 19. Shipper-Packed Containers, Trailers, Transportable Tanks, Flats, Pallets and Similar Articles

The Carrier shall not be responsible for loss of or damage to contents of a container/whichever when the container has not been filled, packed or stowed by the Carrier. The Merchant shall cover any loss, damage or expense incurred by the Carrier when caused by negligent filling, packing or stowing of the container, or the contents being unsuitable for carriage in a container. The same applies with respect of trailers, tanks, flats, pallets and other similar articles of transport used to consolidate goods.

## SPECIAL CLAUSES

### A. Detention

In addition to Clauses 10(d) and (e), detention shall also be paid, at the same rate, for any delay in waiting for berth at the port, including time lost due to swell for tide. Each Merchant shall be liable towards the Carrier for a proportionate part of the total detention due based upon its total payable freight on the cargo.

No Merchant shall be liable for detention arising only in connection with cargo belonging to other Merchants.

### B. U.S. Trade-Period Responsibility

(i) In case the Contract evidenced by this Bill of Lading is subject to the U.S. Carriage of Goods by Sea Act of the United States of America 1936 (US COCSA), then the provisions stated in said Act shall govern before loading, and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which even freight shall be payable on the cargo coming into the Carrier's custody. For US trades, the terms on file with the U.S. Federal Maritime Commission shall apply to such shipments.

(ii) If the U.S. COCSA applies, and unless the nature and value of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and inscribed in this Bill of Lading, the Carrier shall not even be become liable for any loss or damage to the cargo in any amount, exceeding USD\$500 per package or customary freight unit. The number of packages stipulated on the front of the Bill of Lading shall be considered as the number of packages for COCSA limitation purposes.

### C. US Security Clause

If the vessel sails in the United States, including any US territory, the following provisions shall apply with respect to any applicable regulations or measures unless caused by the Carrier's negligence, any delay suffered or time lost in obtaining the entry and exit clearances from the relevant US authorities shall count as time of detention.

Any expenses or additional fees relating to the cargo, even if levied against the vessel, that arise out of security measures imposed at the loading and/or

discharging port shall be for the Merchants' account.