

## **TERMS AND CONDITIONS**

### **1. DEFINITIONS**

The following words both on the face and back hereof have the meanings hereby assigned:

“Carrier” means CHINA UNITED LINES LIMITED.

“Merchant” includes any person who at any time has been or becomes the shipper, consignor, consignee, receiver of the Goods, the Holder of this Bill of lading, any person or entity owning or entitled to the possession of the goods or this Bill of Lading and anyone acting on behalf of any such person or entity.

“Goods” means whole or any part of the cargo described on the face of this Bill of Lading which has been received from the Shipper and accepted by the Carrier and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, it includes the container(s) as well.

“Vessel” includes the vessel(s) named in this Bill of Lading, any substituted vessel(s), any vessel to which transshipment may be made in the performance of this contract and any vessel, ship, craft, lighter or other means of transport whatsoever, owned, chartered, operated or controlled and used by the Carrier in the performance of this contract which is or shall be substituted, in whole or in part, for the vessel(s) named on the face hereof.

“Container” includes any container, trailer, transportable tank, flat or pallet, cradle, sled or any similar article of transport used to consolidate or transport the goods.

“Carriage” means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.

“Holder” means any person for the time being in possession of this Bill of Lading to whom the property interest in the goods has passed on or by reason of the consignment of the goods or the endorsement of this Bill of Lading or otherwise.

“Person” includes an individual, group, company or other entity.

“Freight” includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

“Subcontractor” includes but is not limited to owners and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage and any sub subcontractors thereof.

“Final Destination” on the face hereof is solely for the purpose of the Merchant's reference and the earner's responsibility in respect to the Goods shall in all cases cease at the time of delivery of the Goods at the port of discharge or place of delivery.

“Hague Rules” means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August, 1924 and includes the amendments by the Protocol signed at Brussels on 23 February, 1968, but only if such amendments are compulsorily applicable to this Bill of Lading. (It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applying said Rules as amended by said Protocol).

### **2. CARRIER'S TARIFF**

The terms and conditions of the Carrier's applicable tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier and his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

### **3. LIMITATION STATUTES**

Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any State.

### **4. SUBCONTRACTING**

(1) The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage or Carriage of the Goods and any or all duties whatsoever undertaken by the Carrier in relation to the Goods under this Bill of Lading.

(2) It is hereby expressly agreed that no servant or agent of the Carrier or his subcontractor shall in any circumstances whatsoever be under any liability whatsoever to the Merchant of the Goods 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 his employment and. but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect every such servant, agent or Subcontractor of the Carrier acting as aforesaid and 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 on behalf of and for the benefit of all persons who are or might be his servant, agent or Subcontractor from time to time and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.

### **5. ROUTE OF TRANSPORT**

(1) The Goods may, at the Carrier's absolute discretion and at any time and without notice to the Merchant, be earned as a single shipment or as several shipments by the Vessel and/or any other means of transport by land and/or air and by any route whatsoever whether or not such route is the direct advertised or customary route.

(2) The Vessel shall have liberty to call and/or call at any port(s) or place (s) in or out of the direct advertised or customary route, once or more often and in any order backwards or forwards, and/or to omit calling at any port(s) or place(S) whether scheduled or not

(3) The Vessel shall have liberty including but not limited to, either with or without the Goods on board, and before or after proceeding toward the port of discharge, adjust compasses and other navigational instruments, make trial trips or tests, drydock. go to repair yards, shift berths, take in fuel or stores, embark or disembark any person(s), carry contraband explosives, munitions, warlike stores and hazardous cargo, sail with or without pilots, luff or be towed, and save or attempt to save life and/or property.

(4) Any action taken by the Carrier under this Clause shall be deemed to be included within the contractual Carriage and such action or delay resulting therefrom shall not be deemed to be a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights and immunities contained in this Bill of Lading.

### **6. CARRIER'S RESPONSIBILITY (PorttoPort Shipment)**

If the Carriage called for by this Bill of Lading is a PorttoPort Shipment, the liability (if any) of the Carrier for loss of or damage to the Goods occurring from and during loading onto any seagoing vessel up to and during discharge from that vessel or from another seagoing vessel into which the Goods have been transhipped shall be determined in accordance with any national law

making the Hague Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules.

The Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto or subsequent to discharge from the Vessel Notwithstanding the above, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

#### **7. CARRIER'S RESPONSIBILITY (Combined Transport)**

If the Carriage called for by this Bill of Lading is Combined Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, whichever is applicable, and, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

(1) If the stage of the Carriage during which loss or damage occurred is not known

(a) Exclusions

If the stage of the Carriage during which the loss or damage occurred is not known, the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

(i) an act or omission of the Merchant;

(ii) compliance with the instructions of any person entitled to give them;

(iii) insufficiency of or defective condition of packing or marking;

(iv) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;

(v) inherent vice of the goods;

(vi) a nuclear incident;

(vii) strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;

(viii) any cause or event which the Carrier could not avoid and the consequences whereof the Carrier could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof

The burden of proof that the loss or damage was due to one or more of the causes or events, specified in (i), (ii) and (viii) of subclause 7(1) shall rest upon the Carrier. When the Carrier establishes that the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (iii) to (vii) of subclause 7(1), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(c) Limitation of Liability

Except as provided in Clauses 8(2), 8(3) and 24, if 7(1) operates total compensation shall in no circumstances whatsoever and howsoever arising exceed 2 SDRs per kilo of the gross weight of the Goods lost or damaged. (SDR means Special Drawing Right as defined by the International Monetary Fund).

(2) If the stage of the Carriage during which the loss or damage occurred is known

Notwithstanding anything provided for in subclauses 7(1) and of this Bill of Lading and subject to Clauses 15 and 16 below, if it can be proved where the loss or damage occurred, the Carrier and the Merchant shall as to the liability of the Carrier, be entitled to require such liability to be

determined:

(a) by the provisions contained in any international convention or national law which provisions,

(i) cannot be departed from by private contract to the detriment of the Merchant; and

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

(b) if no international convention or national law would apply by virtue of Clause 7(2) (a), by the Hague Rules, Articles 18 inclusive if the loss or damage is known to have occurred during waterborne Carriage; or

(c) by the provisions of Clause 7(1) if the provisions of Clause 7(2)(a) and (b) above do not apply.

For the purposes of Clause 7(2). reference in the Hague Rules to Carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

(3) If the place of receipt or Place of delivery is not named on the face hereof Subject to Clause 6.

(a) if the place of receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto the vessel

(b) if the place of delivery is not named on the face hereof, the carrier shall be under no liability whatsoever for loss of or damage to the goods, howsoever occurring, if such loss or damage arises subsequent to discharge from the vessel.

(4) 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 Goods, indicating the general nature of such loss or damage, shall have been given in writing to the carrier or to his representative at the Place of delivery (or the Port of discharge if no Place of delivery is named on the face hereof) before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading, or, if the loss or damage is not apparent within three working days thereafter.

(5) Timebar

Unless Clause 24 applies, the Carrier shall be discharged of all liability whatsoever in respect of the Goods, unless suit is brought and notice thereof given to the Carrier within one year after delivery of the Goods or the date when the Goods should have been delivered.

## **8. SUNDRY LIABILITY PROVISIONS**

(1) Basis of Compensation

Compensation shall be calculated by reference to the value of the Goods at the place and time they are delivered to the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the Carriers 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 premium if paid.

(2) Hague Rules Limitation

If the Hague Rules are applicable by national law, the liability of the Carrier shall in no event

exceed the limit provided in the applicable national law. If the Hague Rules are applicable otherwise than by national law, in determining the liability of the Carrier the liability shall in no event exceed £100 sterling per package or unit.

(3) Ad Valorem

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided herein, may not be claimed unless, with the consent of the Carrier, the value of the Goods declared by the Shipper prior to the commencement of the Carriage is stated on this Bill of Lading and extra Freight paid, if required. In that case, the amount of the declared value shall be substituted for the limits laid down herein. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. In case the declared value is higher than the actual value, the carrier shall in no event be liable to pay any compensation higher than the net invoice value of the Goods plus Freight and insurance.

(4) Delay

The 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 the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct indirect or consequential loss or damage caused by delay.

(5) Scope of Application

(a) The terms and conditions of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Merchant not only during the Carriage, but also during

(b) The right, defences, limitations and liberties of whatsoever nature provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

(c) Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits.

(6) Inspection by Authorities

If by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

## **9 LIBERTIES**

(1) In any situation whatsoever, whether or not existing or anticipated before commencement of or during the transport, which in the judgment of the Carrier (including for the purpose of this clause any person charged with the transport or safekeeping of the Goods). (i) has given or is likely to give rise to danger, injury, loss, delay or disadvantage of whatsoever nature to the Vessel, a vehicle, the Carrier, the Goods, any Person, and/or any property: or (ii) has rendered or is likely to render it in any way unsafe, impracticable or unlawful or against the interest of the Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the Port of discharge or to deliver the Goods at the Place of delivery by the route and in the manner originally intended by the Carrier, the Carrier (a) at any time shall be entitled to unpack the Container(s) or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant, and/or (b) before the Goods are loaded on the vessel, a vehicle or other means of transport at the

Place of Receipt or Port of loading shall be entitled to cancel the contract of Carriage without compensation and to require the Merchant to take delivery of them and upon its failure to do so, to warehouse or place them anywhere at the risk and expense of the Merchant, and/or (c) if the Goods are at a place of awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Carrier at the risk and expense of the Merchant and/or (d) if the Goods are loaded on the Vessel, a vehicle or other means of transport whether or not approaching, entering or attempting to enter the Port of discharge or to reach the Place of delivery or attempting or commencing to discharge shall be entitled to discharge the Goods or any part thereof at any port or place selected by the Carrier or to carry them back to the Port of loading or Place of Receipt and there discharge them. Any actions under (c) or (d) above shall constitute complete and final delivery and full performance of this contract, and the Carrier thereafter be freed from any responsibility hereunder.

(2) If after storage, discharge or any actions referred to in the preceding paragraphs, the Carrier makes arrangements to store and/or transship and/or forward the Goods, it is hereby expressly agreed that it shall do so as agent only for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency and the Merchant shall reimburse the Carrier forthwith upon demand all extra Freight, charge and extra expenses thereby incurred.

(3) The situations referred to in subparagraph (1) above shall include, but shall not be limited to those caused by the existence or apprehension of war, declared or undeclared, hostilities, warlike or belligerent acts or operations, civil commotion or other disturbances; closure of, obstacle on or danger to any canal; blockade of port or place or interdict or prohibition of or restriction of commerce or trading; quarantine, sanitary or other similar regulations or restrictions; strikes, lockouts or other labour troubles whether partial or general and whether or not involving employees or the Carrier or its agents or subcontractors, congestion of port, wharf, sea terminal or any other place, shortage, absence or obstacles of labour or facilities for loading, discharge, delivery or other handling of the Goods: epidemics or diseases; bad weather, shallow water, ice, landslide or other obstacles in navigation or haulage.

(4) The Carrier, in addition to all other liberties provided for in this Clause, shall have liberty to comply with orders, directions, regulations, recommendations or suggestions as to departure, arrival, route, ports of call, stoppage, loading, discharge, handling, destination, delivery, quarantine or otherwise, howsoever given by any government, public authorities or department thereof or any person acting or purporting to act with authority of such government, public authorities or department thereof or by any committee or person having, under the terms of any insurance on the Vessel, the right to give such order, directions, regulations, recommendations or suggestions. If by reason of and/or in compliance with any such order; directions, regulations, recommendations or suggestions anything is done or is not done, the same shall be deemed to be included within the contractual Carriage and shall not be deemed to be a deviation.

#### **10. CONTAINER PACKED BY MERCHANT.**

If the cargo received by the Carrier is container(s) into which contents have been packed by *or* on behalf of the Merchant

(1) This Bill of Lading is prima facie evidence of the receipt only of the number of container(s) as shown on the face hereof, and the order and condition of the contents and any particulars thereof (including marks and numbers, number and kind of packages or pieces description, quality, quantity, gauge, weight measure, nature, kind and value) are and shall in any event deemed to be unknown

to the Carrier, who accepts no responsibility in respect thereof, and

(2) the Merchant warrants that the stowage of the contents of container(s) and their closing and sealing are safe and proper and also warrants that the container(s) and contents thereof are suitable for handling and Carriage in accordance with the terms hereof including Clause 15; in the event of the Merchant's breach of said warranties, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods resulting from the said breach and the Merchant shall be liable for loss of or damage to any other property, or for personal injury or the consequences of any other accident or events whatsoever and shall fully indemnify the Carrier against any kind of loss or liability suffered *or* incurred by the Carrier on account of the said accidents or events, and.

(3) the Merchant shall inspect the container(s) when the same are furnished by or on behalf of the Carrier, and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted herein, unless notice to the contrary in writing be given to the Carrier. and

(4) if the container(s) are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the container(s), and

(5) the Carrier shall be at liberty, without notice to the Merchant, to open the container(s) and/or packaged) and inspect the contents, weight, measure and value of the Goods at the sole risk of the merchant at such time and place as the Carrier may deem necessary and all expenses incurred therefrom shall be borne by the Merchant: in case the seals of container(s) are broken by the Customs or other Authorities for inspection of the contents of the said container(s), the Carrier shall not be liable for any loss, damage, expenses or any other consequences arising or resulting therefrom.

## **11. SPECIAL CONTAINER**

(1) The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special container (s). nor to carry special container(s) packed by or on behalf of the Merchant as such; but the Carrier will treat such Goods or container(s) only as ordinary goods or dry container(s) respectively, unless special arrangements for the Carriage of such Goods or container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of lading and unless special Freight as required has been paid. The Carrier shall not accept responsibility for the function of special container(s) supplied by or on behalf of the Merchant.

(2) As regards the Goods which have been agreed to be carried in special container(s) the Carrier shall exercise due diligence to maintain the facilities of the special container(s) while they are in its actual custody and control, and shall not be liable for any kind of loss of or damage to the Goods caused by latent defects, derangement or breakage of facilities of the container(s).

(3) If the Goods have been packed into refrigerated container(s) by the Carrier and the particular temperature range requested by the Merchant is inserted in this Bill of Lading, the Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the container(s).

(4) If the cargo received by the Carrier is refrigerated container(s) into which the contents have been packed by or on behalf of the Merchant it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and further, does not guarantee the maintenance of the intended temperature inside the container(s).

## **12. DANGEROUS GOODS. CONTRABAND.**

(1) The Carrier undertakes to carry the Goods which are or may become explosive inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious. dangerous nature or which are or may become liable to damage any property whatsoever only, upon the Carrier's written consent of a prior written application by the Merchant for the Carriage of such Goods. Such application must accurately state the nature, name, label and classification of the Goods as well as the method of rendering them innocuous, with the full names and addresses of the Shipper and the consignee.

(2) The Merchant shall undertake that the nature of the Goods referred to in subclause (1) above is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by the Carrier.

(3) Whenever the Goods are discovered to have been received by the Carrier without complying with the subclauses

(1) or (2) above or the Goods are found to be contraband or prohibited by any laws or regulations of the Port of loading, Discharge or call or any place or waters during the transport, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the earner's discretion without compensation and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of Freight and any expenses directly or indirectly arising out of or resulting from such Goods.

(4) The earner may exercise or enjoy the right or benefit conferred upon the Carrier under the subclauses above whenever it is apprehended that the Goods received in compliance with subclauses (1) and (2) above become dangerous to the Carrier. the Vessel, any Cargo. Persons and/or other property.

(5) The Carrier has the right to inspect the contents of the package(s) at anytime and anywhere without the Merchant's agreement or notice but only at the risk and expense of the Merchant.

## **13. DESCRIPTION OF GOODS**

(1) This Bill of lading shall be prima facie evidence of the receipt by the Carrier from the Shipper in apparent goods order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box on the face hereof entitled "Total No of Containers/Packages received by the Carrier".

(2) Except as provided in Clause 13(1), no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

(3) If any particulars of any Letter of Credit and/or Import License and/or Sale Contract and/or Invoice or Order number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequence of including such particulars in this Bill of Lading.

The Merchant acknowledges that except when the provisions of Clause 8(3) apply, the value of the Goods is unknown to the Carrier.



#### **14. SHIPPER'S/MERCHANTS RESPONSIBILITY**

(1) All of the Persons coming within the definition of Merchant in Clause I shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this Bill of Lading.

(2) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf 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.

(3) The Merchant shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from any breach of any of the warranties in Clause 14(2) here of or from any other cause in connection with the Goods for which the Carrier is not responsible.

(4) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, Freight for any additional Carriage undertaken) incurred or suffered by reason of any illegal incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

(5) If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed and clean, free of odor and fit for immediate use to the point or place designated by the Carrier, his servants or agents, within the time prescribed. Should a Container not be returned within the time prescribed in the Tariff, the Merchant shall be liable for any detention, loss or expenses which may arise from such nonreturn.

(6) Containers released into the care of the Merchant for packing, unpacking or other purpose whatsoever are at the sole risk of the Merchant whilst in his control. The Merchant shall indemnify the Carrier for all loss and/or damage to such Containers. Merchants are deemed to be aware of the dimensions of any Containers released to them.

(7) The Carrier shall in no event be liable for and the Merchant shall fully indemnify and hold the Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by the Carrier's container(s) or the contents thereof during handling by, or while in the possession or control of the Merchant, its agents or its servants or inland carriers engaged by or on behalf of the Merchant.

#### **15. DECK CARGO**

(1) The Carrier has the right to carry the Goods in containers) under deck or on deck without prior notice to the Merchant.

(2) When the Goods are carried on deck, the Carrier shall not be required to specially note, mark or stamp any statement of on deck stowage on the face hereof, any custom to the contrary notwithstanding. The Goods so carried shall participate to general average and shall be subject to the applicable Hague Rules as provided for clause 2 hereof, and the stowage of such Goods shall constitute under deck stowage for all purposes including general average.

(3) The Carrier shall not be liable in any capacity whatsoever for any nondelivered, misdelivery, and delay or loss of or damage to the Goods which are earned on deck and specially stated herein to be so carried, whether or not caused by the Carrier's, his servant's, agent's or Subcontractor's negligence or the Vessel's unseaworthiness.

#### **16. LIVE ANIMALS AND PLANTS.**

The Carrier shall not be responsible for any accident, disease, mortality, loss or damage of whatsoever nature of or to live animals, birds, reptiles fish and plants arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's unseaworthiness, and shall have the benefit of all the provisions of this Bill of Lading except those inconsistent with provisions of this Clause,

**17. HEAVY LIFT.**

(1) The weight of a single piece or package exceeding 2,240 lbs gross must be declared by the Merchant in writing before receipt by the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high.

(2) In case of the Merchant's failure in his obligations under the subclause above, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods, and at the same time the Merchant shall be liable for loss of or damage to any property or for personal injury arising as a result of the Merchant's said failure and shall fully indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier as a result of such failure.

**18. DELIVERY BY MARKS.**

(1) The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the Goods, package(s) and container(s) by the Merchant before they are received by the Carrier in letters and numbers not less than two inches high, together with names of the port of discharge and place of delivery.

(2) In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks.

(3) The Merchant warrants to the Carrier that the marks on the Goods. Package(s) and Container(s) correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the Port of discharge or Place of delivery and shall fully indemnify the Carrier against all loss, damage, expenses, penalties and fines arising or resulting from incorrectness thereof.

(4) Goods which cannot be identified as to marks and numbers, cargo sweeping, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various merchants of goods of like character, in proportion to any apparent shortage, loss of weight or damage, and such goods or parts thereof shall be accepted as full and complete delivery.

**19. NOTIFICATION AND DELIVERY**

(.1) 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 hereunder.

(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.

If the Merchant fails to do so the Merchant is liable to pay for the detention/demurrage charges at the rate stipulated in the Carrier's applicable Tariff. The 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 the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Carrier or any agent or SubContractor

of the carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(3) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading.

(4) If the Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under Clause 19(2). or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

(5) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause and/or to mitigate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

(6) In the event of the carrier agreeing to a request of the merchant to amend the Place of delivery stated herein, the terms and conditions of this Bill of Lading shall continue to apply during said amended Carriage, to the extent provided by the applicable Tariff only, until the Goods are delivered by the Carrier to the Merchant at the amended Place of delivery. Once the applicable Tariff ceases to provide for the continued application of the terms and conditions of the Bill of Lading then the Carrier shall act as agent only of the Merchant in arranging for delivery of the Goods to the amended Place of delivery but shall then be under no liability whatsoever for loss, damage or delay to the goods, howsoever arising.

(7) In case the Goods herein specified cannot be found at the port of discharge or place of delivery or if they be miscarried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Carrier's expense but the Carrier shall not be liable for any loss, damage, delay or depreciation arising from such forwarding.

(8) Notwithstanding anything else to the contrary contained within this Bill of Lading, where in accordance with local legislation all import cargo is discharged into the custody of the port authority or customs and such agencies in turn are solely responsible for the correct release of the cargo to the rightful consignee upon presentation of the pertinent documentation and payment of relevant customs duties, taxes, dues and any other charges, then neither the Carrier nor its agents will be responsible or liable in the event of incorrect release of the cargo, and will constitute due delivery to the Merchant under this Bill of Lading after its delivery to the port authority or customs by the Carrier.

## **20. LIEN.**

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier

under this contract and any other contract for general average contributions, to whomsoever due. The Carrier shall also have a lien against the current Holder on the Goods and any documents relating thereto for all sums due from him to the Carrier under any other contract. In any event any lien shall extend to cover the cost of recovering the sums due. and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant

## **21. FREIGHT AND CHARGES**

(1) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight,

measure or value as furnished by him. at the time of receipt of the Goods by the Carrier. In case of incorrect declaration of the contents, weight, measure or value of the Good, the Merchant shall be liable for and bound to pay to the Carrier (a) the balance of Freight between the Freight charged and that which would have been due had the correct details been given, plus (b) as and by way of liquidated and ascertained damages, a sum equal to the correct Freight.

(2) Full Freight to the Port of discharge or Place of delivery named herein shall be considered as completely earned on receipt of the Goods by the Carrier, whether the Freight be stated or intended to be prepaid or to be collected at destination and shall be paid and non returnable in any event. The carrier shall be entitled to all Freight and other charges due hereunder whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the Vessel and/or the Goods be lost or not. or the voyage be broken up or frustrated or abandoned at any stage of the entire transit. Full Freight shall be paid on damaged or unsound Goods.

(3) The payment of Freight and/or charges shall be made in full and in cash without any offset, counterclaim or deduction. Where Freight is payable at the Port of discharge or Place of delivery, such Freight and all other charges shall be paid on the currency named in this Bill of Lading, or at the Carrier's option, in other currency subject to the regulations of the Freight conference concerned or custom at the place of payment.

(4) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and against payment of full Freight and compensation for any loss sustained by the Carrier through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice and dead Freight shall be paid by the Merchant.

(5) The Merchant shall be solely liable for, and fully indemnify the Carrier against all dues, duties, taxes and charges including but not limited to consular fee levied on the Goods. <or>all lines and/or loss sustained or incurred by the Carrier in connection with the Goods howsoever caused, including the Merchant's failure to comply with laws and regulations of any government or public authorities in connection with the Goods or to procure consular Board of Health or other certificate to accompany the Goods. The Merchant shall be liable for return Freight and charges on the goods refused exportation or importation by any government or public authorities. If the Carrier is of the opinion that the Goods stand in need of sorting, inspecting, mending or repairing or reconditioning or otherwise require protection or caring for. the Carrier may carry out such work at the cost and expense of the Merchant The Merchant authorizes the Carrier to pay and/or incur all such charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant and to engage other persons to regain or seek to regain possession of the Goods and do all things deemed advisable for the benefit of the Goods,

(6) The Merchant of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all Freight and charges and for the performance of the obligation of each of them hereunder.

## **22. GENERAL AVERAGE AND SALVAGE**

(1) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not. for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average in the payment of any sacrifices, loss 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 Goods. All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered general average expenses.

(2) Any general average on a vessel operated by the Carrier shall be adjusted according to the York/Antwerp Rules of 1974 as amended 1990 or any modification thereof at any port or place and in any currency at the option of the Carrier. Any general average on a vessel not operated by the Carrier (whether a seagoing or inland waterways vessel) shall be adjusted according to the requirement of the operator of that vessel. In either case the Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

(3) Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the vessel for allowances, contributory values, etc.

(4) If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship belonged to strangers.

(5) In the event of the Master at his sole discretion considering that salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to Goods and that the Carrier may act as his agent to settle salvage remuneration.

### **23. BOTH-TO-BLAME COLLISION**

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel, and any act, neglect 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 shall indemnify the Carrier against all loss or liability which might be incurred directly or indirectly to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of or damage to its Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying vessel or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or the owner thereof. The foregoing provisions shall also apply where the owners, operators of those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision, contact, stranding or other accident.

### **24. CARRIAGE TO AND FROM THE USA.**

(1) If the Carriage covered by this Bill of Lading includes Carriage to, from or through a port or place in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1936 (US COGSA), the terms of which are incorporated herein and shall be paramount throughout Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or his subcontractor at the sea terminal in the United States of America before loading onto the vessel or after discharge therefrom, as the case may be. As thus applies other than at sea, US COGSA is applied to determine the liability of the Carrier who shall be entitled to the benefits of the defences and limitations therein, notwithstanding that loss did not occur at sea.

(2) The Carrier shall not be liable in any capacity whatsoever for loss, damage, delay, nondelivered or misdelivery of or to the Goods occurring while the Goods are not in the actual

custody of the Carrier.

(3) If this Bill of Lading is accepted by a groupage agent acting as a non vessel operating common earner (NVOCC). who has in turn issued other contracts of Carriage to third parties, said NVOCC hereby warrants that all contracts of Carriage issued by him in respect of Goods the subject of this Bill of Lading shall incorporate the terms and conditions of this Bill of Lading. Said NVOCC further agrees to indemnify the Carrier. his servants, agents and subcontractors against all consequences of his failing so to incorporate.

(4) If US COGSA applies, the liability of the Carrier and/or the vessel shall not exceed US\$500 per package or customary freight unit (in accordance with Section 1304(5) thereof), unless the value of the Goods has been declared on the face hereof, in which case Clause 8(3) shall apply.

## **25. CARRIAGE TO AND FROM THE CANADA**

AH the terms provisions and conditions of the Canadian Water Carriage of Goods Act. 1936, and of the rules composing the schedule thereto are, so far as applicable, to govern the contract contained in this Bill of Lading, and the Carrier and/or the shipowners are to be entitled to the benefit of all privileges, rights and immunities contained in such Act and in the schedule thereto as if the same were herein specifically set out. If anything herein contained be inconsistent with the said provision, it shall to the extent of such inconsistency and no further, be null and void, The Carrier shall be under no responsibility whatsoever for loss of or damage to goods howsoever and wheresoever occurring when such loss or damage arises prior to the loading on and/or subsequent to the discharge from the Vessel.

## **26. VARIATION OF CONTRACT**

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 ratifies in writing by the Carrier.

## **27. VALIDITY**

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 no farther be null and void.

## **28. LAW AND JURISDICTION**

(1) Except as provided elsewhere in this Bill of Lading, this Bill of Lading and the contract contained or evidenced by it shall be construed and applied according to and be governed by the laws of P. R. China.

(2) All disputes relating to this Bill of Lading shall be determined by the Shanghai Maritime Court of P. R. China to the exclusion of the courts of any other country provided always that the Carrier may in its absolute discretion invoke or voluntarily submit to the jurisdiction of the Courts of any other country which, but for the terms of this Bill of Lading, could properly assume jurisdiction to hear and determine such disputes, but shall not constitute a waiver of the terms of this provision in any other instance.

## **SEA WAYBILL TERMS AND CONDITIONS**

(1) Received by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number of Containers or other packages or units enumerated on the front of this Sea Waybill, for Carriage from the Place of Receipt or Port of Loading, whichever is applicable, to the Place of Delivery or Port of Discharge, whichever is applicable, according to

the terms of the contract evidenced by this Sea Waybill.

(2) Unless instructed otherwise in writing by the Shipper, delivery of the Goods will be made to the Consignee or his authorised representative. Delivery to be made upon proper proof of identity and authorisation without the need of producing or surrendering a copy of this Sea Waybill.

(3) The contract evidenced by this Sea Waybill is subject to the terms, conditions, exceptions, limitations and liberties (including those relating to pre-carriage and on-carriage) set out in and incorporated by the Carrier's Combined Transport Bill of Lading. The terms of the Carrier's applicable Tariff(s) are also incorporated herein. Particular attention is drawn to the terms therein relating to Container and vessel demurrage.

Unless the context otherwise requires, the term or any reference to "Bill of Lading" and "applicable Tariff(s)" wherever appearing in the Carrier's Bill of Lading shall be deemed to include and refer to this Sea Waybill.

The Shipper accepts the said terms, conditions, exceptions, limitations and liberties on its own behalf and on behalf of the Consignee and the Owner of the Goods and warrants that it has authority to do so. In particular, the Shipper, Consignee and Owner of the Goods recognise the Carrier's rights of lien and sale pursuant to Clauses 22 and 24 of the Carrier's Combined Transport Bill of Lading.

(4) The Consignee by presenting this Sea Waybill and/or by requesting delivery of the Goods undertakes all liabilities of the Shipper hereunder, such undertaking being additional and without prejudice to the Shipper's own liability. The benefit of the contract evidenced by this Sea Waybill shall thereby be transferred to the Consignee.

(5) The Hague or Hague-Visby Rules, whichever would have been applicable if this Sea Waybill were a Bill of Lading shall apply to the contract evidenced by this Sea Waybill. The contract evidenced by this Sea Waybill is deemed to be a contract of Carriage as defined in Article 1(b) of the Hague Rules and the Hague-Visby Rules.

(6) The contract evidenced by this Sea Waybill is subject to the CMI Uniform Rules for Sea Waybills.

(7) The contract evidenced by or contained in this Sea Waybill shall be governed by Singapore law. Subject to Clause 29.3 of the Carrier's Combined Transport Bill of Lading Terms, all disputes relating to this contract shall be determined by the Courts of Singapore unless the Carrier otherwise agrees in writing.

(as amended 20240201)