

Conditions Series 100

Bill of Lading

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Members using this document must ensure that it meets their business and legal requirements and must also check all aspects of this document before use.

It is imperative that any printer's proof generated from this copy is checked for errors of typography and omission.

We would be delighted to discuss the use of these conditions in your individual circumstances.

BILL OF LADING			NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"		
Shipper			Country of Origin	Bill of Lading No.	
			F/Agent Name & Ref.		Shipper's Ref
Consignee (if 'To Order' so indicate)			Carrier		
			Note 1		
Notify Party (No claim shall attach for failure to notify)			-		
Full address of Place of Receipt	Intended Port of Loading		Intended Port of Transhipment (if applicable)	Intended tranship (if applicable)	oment vessel
Note 2					
Intended Vessel	Intended Port of Discharge		Full address of Place of Delivery	No. of Original Bills of Lading	
			Note 3	Note 4	4
Marks & Numbers	No. of Pkgs. or Shipping Units.	Description of Goods & Pkgs.		Gross Weight	Measurement
	Total No of Pkgs	Temperature Control	Instructions: Note 6		
Freight Details, Charges etc:	Note 5		Excess Value Declaration: R	efer to Clause 6 (3) (B)
			+ (C) on reverse side		
Note 7					
			RECEIVED by the Carrier the Goods as specified above in apparent good order and condition, unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding. The particulars given above are as stated by the shipper and the weight, measure, quantity, condition, contents and value of the goods are unknown to the carrier. In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. One (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.		
Special Clauses			Place and date of issue Signed on behalf of (Full nam	ie	
Note 8			of Member) - the carrier:		
			by		

1 DEFINITIONS

Carriage" means the whole or any part of the operations and services of whatsoever nature andertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this still of lading including but not limited to the loading, transport, unloading, storage, warehousing a uniform of the set of th bill of lad

and in a different sector of the control of the con Current incase basen signed. "Charges" includes freight, demurage and all expenses and monetary obligations, including but not limited to durings, taxes and dues, incurred by the Carrier and payable by the Merchant. "COGAS" means the Carriage of Goods by Sea Act of the United States of America approved on

'Combined Transport" arises where an address (and not just the name of a Port) is indicated as the

Place of Receipt and/or the Place of Delivery on the face of this bill of lading in the relevant spaces. "Consignee" means the party named as Consignee on the face of this bill of lading in the relevant

"Consignee" means the party named as Consignee on the face of this bill of lading in the relevant space.
 "Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.
 "Container" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, fitr van, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.
 "Goods" means the whole or any part of the cargo received by the Carrier from the Shipper and includes any packing and any equipment or Container supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier.)
 "Hague Velsy Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23d February 1968. (it is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague Velsy Rules."
 "Holder" means any Person for the time being in lawful possession of, or lawfully entitled to possession of, this bill of lading half be construed as contractually applying the Hague Velsy Rules."
 "Indemit" includes defend, indemity and hold harmless, including in respect of legal fees and "indemities".

"Indemnify" includes defend, indemnify and hold harmless, including in respect of legal fees and

"Indemnify" includes defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents or Sub-Contractors.
 "Merchand" includes the Shipper, the Consignee, the receiver of the Goods on this bill of lading, any Person acting on behalf of any of the above mentioned Persons.
 "Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Containers and the face here for entitled "Total number of Containers or Packages" where a container is not bind to the Cont or other legal entity.
 "Person" includes shi this is not limited to, owners, charterers and operators of Vessels (other than the Carrier) includes, put is not limited to, owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, warehousemen, longshoremen, customs inspection stations, port automitted and any direct or indirect sub-contractors.

Carrier or not. "Terminal Operators" means any persons who provide port storage or handling services "Terms and Conditions" means all terms, rights, defences, provisions, conditions, excep ons, conditions, exceptions

"Vessel" means any waterborne craft used in the Carriage under this bill of lading including but not limited to a feeder vessel or ocean vessel.

2 CARRIER'S TARIFF The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail. 2 CARRIER'S TARIFF The provisions of the Carrier WARRANTY

3 WARRANTY The Merchant warrants that in agreeing to the Terms and Conditions hereof he is or is the agent of and has the authority of the Person owning or entitled to the possession of the Goods and this bill of ^{1-ding} or any Person who has a present or future interest in the Goods and this bill of lading.

NEGOTIABILITY AND TITLE TO THE GOODS

- NEGOTIABILITY AND TITLE TO THE GOODS
 (1) This bill of lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute tilt to the Goods and the Holder shall be entitled to receive or to transfer the Goods herein described.
 (2) This bill of lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods are herein described. However proof to the contrary shall not be admissible when this bill of lading has been negotiated or transferred for valuable consideration to a third party acting in average facility.
- good faith 5 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS
 (1) The Carrier shall be entitled to sub-content on our terms whereas
- (2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servinus or agents any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carrier as eventually is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and if any claim or allegation should nevertheless the made to Indemity the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefiting the Carrier including clause 20 hereof, the jurisdiction and law clause, as if such Terms and Conditions (including Clause 20 hereof) were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does son only on his own behalf but also as agent or trustee for such Persons and Vessels and such Person and Vessels shall to this extent be or be demend to be parties to this contract.

only on his own behalf but also as agent or trustee for such Persons and Vessels and such Person and Vessels shall to this extent be or be deemed to be parties to this contract. Without prejudice to the generality of the foregoing, if the Carriage is Port to Port, Terminal Operators shall have the benefit of all provisions herein henefiting the Carrier, including the exceptions and limitations set out in clause 6(1) and 6(3) hereof, in relation to any port storage on handling services provided whether before loading or after discharge and regardless of whether the Carrier's responsibility for the Goods has yet to commence or has ceased. (3) The Merchant shall Indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this bill of lading. (4) The defences and limits of liability provided for in this bill of lading shall apply in any action agains the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.

- (c) The detected minus to frading provided to in this of the data guint apply in any action against the Carrier whether the action be found in contract, balilment, tort, breach of express or implied warranty or otherwise.
 (d) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Delvery shall be determined in accordance with any national law making the Hague Rules, Hague-Visby Rules, COGSA or any other rules compulsorily applicable to this bill of lating or in any other case in accordance with the Hague Rules Attice 1-8 inclusive (excluding Article 3 rule 8) only.
 (d) The Carrier shall be under no liability whatsover for loss or damage to the Goods while in its actual or constructive possession before loading or any other case in accordance with the Hague Rules Attice 1-8. Houeview (excluding Article 3 rule 8) only.
 (d) The Carrier shall be under no liability whatsover for loss or admage to the Goods while in its actual or constructive possession before loading or alter discharge, howsoever caused. Notwithstanding the foregoing, in case and to the extent that any apticable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and libery in the Hague Rules, Bague-Visby Rules, COGSA or any other rules a splied by Clause 6(1)(A) during such additional compulsory period of responsibility, notwithstanding that the loss or damage (d) not occur at sea.
 (C) If COGSA applies then the provisions stated in COGSA shall govern the Carrier's liability throughout the Carriage shall be subject to the inland Carrier as agent only to the Merchant requests the Carriar to procure dy the Carrier as agent only to the Merchant and such carriage shall be subject on the inland Carrier is south carriar is the Loade of a provent the theoret and and such carriage shall be event of

(c) CUMININED TRANSPORT Save as is otherwise provided in this bill of lading, the Carrier shall be liable for loss or damage to the Goods occurring from the time when he receives the Goods into his charge until the time of delivery to the settent set out below: (A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Marchant:

- Merchant: (i) The Carrier shall be relieved from liability where such loss or damage was caused by: (a) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Sab-Contractor; (b) compliance with the instructions of a Person entitled to give them; (c) the lack or insufficiency of or defective condition of packing in the case of Goods which, by their nature are liable to wastage or to be damaged when not packed or when not properly nacked¹
 - packed; (d) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant; (e) inherent vice of the Goods; (f) strikes or lock outs or stoppages or restraints of labour from whatsoever causes whether partial or general;

- (g) fire, unless caused by the actual fault or privity of the Carrier; for which the Merchant shall have the burden of proof,
 (h) a nuclear incident;

have the barden of proof,
(h) a nuclear incident;
(i) any cause or event which the Carrier could not avoid as a consequence whereof he could not prevent by the sercice of reasonable diligence.
(2) The barden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6(2)(A) will rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the cause, to loss or damage could be attributed to one or more of the causes or events specified in Clause 6(2)(A)(1)(c). (d) or (c), 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.
(B) Where the stage of Carriage where the loss or damage could can be proved by the Merchant:
(1) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country, which provisions:
(a) Cannot be departed from by private contract to the detriment of the Merchant, and
(b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law opplicable.
(2) Where 6(2)(b)(1) above does not apply, any liability of the Carrier shall be determined by 6(1) if the loss or damage occurred have had a sequence determined by 6(1) if the loss or damage occurred have had a sequence determined by 6(1) if the loss or damage occurred have had a sequence determined by 6(2) (A) in all other cases.
(3) GENERAL PROVISIONS

- 3) Gubrardi i. to: "Instantiation of the second state of the se
- mstranke if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered.
 (B) Package or Shipping Unit Limitation
 (i) Where the Hague Rules, Hague-Visby rules, COGSA or any other rules apply under this Bill of Lading by national law or pursuant to Clause 6(2)(B)(1) the Carrier's failshifty shall in no event exceed the amounts provided in the applicable national law or in the law thereby made applicable.
- event exceed the amounts provided in the applicable national naw or in the maximum papilicable.
 (ii) If only the flague Rules Articles 1-8 (excluding Article 3, Rule 8) apply pursuant to Clause 6(1)(A), Clause 6(1)(B) or Clause 6(2)(B)(2) then the Carrier's maximum liability shall in no event exceed USS00 per package or unit.
 (iii) Where Carriage includes Carriage to, from or through a port in the United States of America and COGS Aapplies pursuant to Clause 6(1)(A) or 62(R)(B)(1) neither the Carrier or the Vessel shall in any event be liable for any loss or damage to or in concetion with the Carriage of the Goods in an amount exceeding USS00 per Package or unit.
 (iv) In all other cases compensation shall not exceed the limitation of liability of USS2.00 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim raises.
 (C) Ad Valorem: Declared Value of Package or Shipping Unit
 The Carrie's tibability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher
- (C) Ad Valorem: Declared Value of Package of Shipping Unit The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this bill of lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and ny partial loss or damage shall be adjusted pro rata on the basis of such declared value. (D) Delay, Consequential Loss of damae care shall in no circumstances be liable for direct, indirect or consequential Davo r damae care oby loy dayo are worker cares whatsoever and
- and as once was porchain a testing and an and a second star and a (F) N
- Inc Carrier shall be deemed primit face to nave delivered the Goods as described in this buil of lading unless notice of loss of or damage to, the Goods, indicating the general nature of such lost or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this buil of lading or, if the loss or damage is not apparent, within three consecutive days thereafter. (F) Time-ba
- . rier shall be discharged of all liability whatsoever in respect of the Goods unless suit it

The Cattree shall expect on an ianomity whatsoever in respect on ine tootoas unless shall be brought in the proper forum and written notice thereof received by the Carrier; (v) inters shall months in respect of Courbined Transport of (ii) within 1 Goods should have been delivered the deliver of the Courbined Transport when the Goods should have been delivered the applicable, the period prescribed by such convention or law solution to law compulsoring in that the applicable, the period prescribed by such convention or law solution to law compulsoring in that the solution of the months in respect Shipment after del the event that such applicable, the per circumstance only

- Circumsance only. MERCHANTS RESPONSIBILITY The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and when any array of the set of The Merchant shall comply with all applicable laws, regulations and requirements (including but
- (2) The Merchant shall comply with all applicable laws, regulations and requirements (including bunot limited to any imposed at any time before or during the Carriage relating to anti-errorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason of any ullegal, incorrect or insufficient marking, numbering or addressing of the Goods. (3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
 (4) No Goods which are or may become dangerous (whether or not so listed in codes), inflammable damaging, injurious (including radioactive materials), noxious or which are or may become liab to damage any property or Person whatosever shall be tendered to the Carrier for Carriage without:

- without: (a) the Carrier's express consent in writing: and (b) the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements. uch Goods are delivered to the Carrier without such written consent and/or marking or it

- If any such Goods are delivered to the Carrier without such written consent and/or marking or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable and/or damaging nature, the same may at any time be unloaded, destroyed, disposed of, abandoned, or rendered harmlesses without compensation to the Merchant and without prejudice to the Carrier's right to Charges. The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or Vessel (other than the Merchant) referred to in Clause 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible. (5)
- responsible. The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or ex whatsoever arising from any breach of the provisions of this clause 7 or from any cause i connection with the Goods for which the Carrier is not responsible.

CONTAINERS

- 8 CONTAINERS (1) Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with other Goods. (2) The terms of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

 - raph (iii) shall
- Goods are received by the Carrier or delivered to the Merchant. (3) If a container has been Consolidated by or on behalf of the Merchant: (3) the Carrier shall not be liable for loss of or damage to the Goods: (i) caused by the manufability of the Goods for carriage in Container actually used; (ii) caused by the manufability or diffective condition of the Container actually used; (iii) caused by the musuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was staffed; (iv) if the Container has been supplied by or no heldif of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was staffed; (iv) if the Container is not scaled at the commencement of the Carrier, the Soft (a) down. (B) the Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expenses whatsoever arising from one or more of the matters covered by Clause 8(3)(A) above. (3) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality. **4** TEMPERATUREE CONTROL LED CARGO

TEMPERATURE CONTROLLED CARGO â

- TEMPERATURE CONTROLLED CARGO The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading if this bill of lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Gords by the Carrier f the Goods by the Carrier
- of the Goods by the Carrier. (2) If the above requirements are not complied with the Carrier shall not be liable for any loss of or during to the Goods caused by such non-compliance. (3) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects. (4) The Carrier shall not be liable for any loss of the temperature controlling machinery, plant, insulation any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

Carrage exercise que dingence to mantain the retrigerated Container in an efficient state. 10 INSPECTION OF GOODS The Carrier or any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried (or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereof, and/or to sell or dispose of

the Goods and/or to abandon the Carriage and/or to store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this bill of lading. The Merchant shall Indemnity the Carrier against any reasonable additional expenses so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

- howsover arising from any action or lack of action under this clause. 11 METHODS AND ROUTE OF TRANSPORTATION (1) The Carrier may at any time and without notice to the Merchant: (a) use any means of transport or storinge whatsover; (b) load or carry the Goods on any Vessel whether named on the front hereof or not; (c) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or y any other means of transport whatsoever and even though transhipment of forwarding of the Goods may not ha been contemplated or provided for hereit; (d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsevere.

- been contemplated or provided for herein;
 (d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;
 (e) proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order;
 (f) load or unload the Goods from any conveyance at any place (whether or not the place is a port name do n the front hereof as the intended Port of Loading or intended Port of Discharge);
 (g) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;
 (h) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked;
 (j) Permit the Vessel to urity livestock; Goods of all kinds, dangerous or dherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.
 (h) the liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to Persons involved with the operation or maintenance or the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above may alissing in strumments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above may delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be adviation of whatsoever and regree.
 2 DECK CARGO AND LIVESTOCK

12 DECK CARGO AND LIVESTOCK

DECK CARGO AND LIVESTOCK Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant unless on the front of this bill of lading it is specifically stipulated the Containers or Goods will be carried under deck and such stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or samp the bill of lading carried on deck, the Carrier shall not be required to note, mark or samp the bill of lading carried on deck, the Carrier shall not be required to note, mark or Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the moreose of the Hanse Rules or any buesiation marking such nulse CORGS or the Hanse-Nieho

Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or my legislation making such rules COGSA or the Hague-Visby Rules compulsorily applicable to this bill of lading.) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this bill of lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. In the mechanismal Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock. ver. The

shall ce

16 CHARGES (1) Charges shall

17 LIEN

20 JURISDICTION AND LAW

- Merchant shall Indemnify the Carrier against all and any extra cost meured for any reason whatsoever in connection with carriage of livestock. **33** DELIVERY OF THE GOODS
 (1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether on to the Carriage has commenced) the Carrier may:
 (A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's adioposal at any place which the Carrier may dem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier is repect of such Goods shall cease:
 (B) without prejudice to the Carriage, its ubsequently to abandon the Carriage under Clause 13(1)(A) above, continue the Carriage on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.
 (C) The liability of the Carrier in respect of the Goods shall cease:
 (D) without no there in departing to cat as or on behalf of such goovernment or authority or any Person acting or purporting to at as or on behalf of such goovernment or authority or any Person acting or purporting to at as or on behalf of such goovernment or authority or duce fitsposition of the Carois to such notification shall no tinvolve the Carrier in any liability nor relieve the Merchant of any obligation thereunder.
 (4) If delivery of the Goods or any part thereof is not taken by the Merchant to take and place when and where the Carrier is entitlet to carlia upon thereof 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 no tinvolve the Carrier in any liability nor relieve the Merchant to any obligation thereunder.
 (4) If delivery of the Good

Merchanital without nonce to remove runn to continuine the Goods or than part Intereot if Consolidated in the or an a Container and to store the Goods or than part Intereot ashore, afloat, in the paid or payable cover at the sole risk and expense of the Merchand that the costs of such storage (of paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by thereupon the liability of the Carrier in respect of the Goods or that part thereof

shall cease. 14 BOTH-TO-BLAME COLLISION If the Vessel on which the Goods are carried (the carrying Vessel) comes into collision with any other Vessel or object (the non-carrying Vessel or object) as a result of the negligence of the non-carrying Vessel or object in the non-carrying Vessel or object and vessel or object. The Merchant undertakes to Indemity the Carrier against all claims by or liability to (and any expense arising therefron) any Vessel or Person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying Vessel or object or the owner of, charterer of or Person responsible for the non-carrying Vessel or object or the owner of charterer of seven responsible for the non-carrying vessel or set-off, recouped or recovered by such Vessel, object or Person(s) against the Carrier, the carrying Vessel or how owners or charterers.

Vessel or her owners or charterers.
15 GENERAL AVERAGE
(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and (1) Charges shall be deemed taily earned on receipt of the Goods by the Clariter and shall be paid an non-returnable in any event.
(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall apay the Carrier to correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier to establishing theorem with the merchant shall apay the Carrier to establishing theorem with the first of the Charges charged) and the costs incurred by the Carrier to establishing theorem with the first of the Charges charged).

(creati being given for the Charges charged) and the costs incurred by the Carreer in establishing the correct particulars. All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution. Despite the acceptance by the Carrier of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

17 LIEN The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this contract and for General Average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. The Carrier may exercise his lien at any time and at any place in his sole discretion, whether the contractual Carringe is completed or not. In any event any lien shall (a) survive the delivery of the Goods and (b) extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

18 VARIATION OF THE 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 authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary.

10 once of the Carlier who has the actual automy of the Carlier to ware of vary. 19 PARTLAL INVALIDITY If any provision in this bill of lading is held to be invalid or unenforceable by any Court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this bill of lading contract shall be carried out as if such invalid or unenforceable provision were not contained hereits.

20 JURISDICTION AND LAW Whenever US COGSA applies, whether by virtue of Carriage of the Goods to or from the United States of America or otherwise, or losses occur during inland Carriage within the United States of America, this bill of lading is to be governed by United States law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to heral disputes hereunder. In all other cases, this bill of lading shall be governed by and construed in accordance with [English] haw and all disputes arising hereunder shall be determined by the [English High Court of Justice in London] to the exclusion of the courts of any other country.

nce of payment

TTC100 (MMII)

Notes for the completion of the Series 100 bill of lading

FRONT:

Note 1.

The company acting as carrier should insert here the full registered name and address of the company. Documentary credits routinely require that only the registered name and address is shown. Trading names and addresses, other than the registered details, are not allowed.

Note 2.

It is beneficial to insert here the full street address of the point of collection rather than just the town etc. in order to make this a full "Door to Door" bill of lading.

Note 3.

Insert here the full street address of the point of delivery under a "Door to Door" bill of lading.

Note 4.

Whilst it is deemed common to issue three (3) original bills of lading, this is rarely a specific requirement. In most cases it is beneficial to issue only one (1) original bill of lading, thus ensuring that once a single b/l has been presented for release, there is little opportunity for the same b/l to be presented again.

Note 5.

This box should be used to denote the total number of packages that will apply to this bill of lading. The figure entered here will have an effect on the limit of liability under this bill of lading. It is not considered sensible to use the number of containers as the limiting factor, as this is likely to be rejected by a court of law.

Note 6.

When shipping temperature-controlled cargo, it is essential that good, clear instructions are given in respect of the temperature control required.

Note 7.

This space may be used to identify freight and charges. It is suggested that you do not endorse the bill of lading "Freight Paid" unless the freight actually has been paid to you in advance of issuing the bill of lading. By endorsing a bill of lading "Freight Paid" you would lose all rights to any lien that you may be able to exercise against the goods for payment of freight and charges.

Note 8.

There is space for special clauses to be entered in this box.

BACK:

1 "DEFINITIONS"

In the definition of "Carrier", the Member must insert its company's registered name in the space "[]" provided.

20 "JURISDICTION AND LAW"

Apart from situations where US COGSA applies, this "jurisdiction and law" clause stipulates, as a default, English law and London jurisdiction. Subject to the Club's approval, the Member has the option to replace English law and London jurisdiction by a more convenient law and jurisdiction.