1. Definitions

(a) "Bill of Lading" means the bill of lading referred to in International Maritime Law.
(b) "Carrier" means the party to this agreement by whom or on whose behalf the Goods are shipped,
(c) "Core Conditions" means the terms and conditions of the Carrier's applicable tariff.
(d) "Freight" means all charges payable to Carrier in connection with the applicable Core Conditions.
(e) "Goods" means all the items to be transported by Carrier, including containers and packaging.
(f) "Hapag-Lloyd" means Hapag-Lloyd AG.

2. Founder and Discharge

(a) In any event, Carrier shall be discharged from all liability in respect of loss of or damage to the Goods, if the Goods are not paid for, irrespective of whether the Carriage has been completed or not.
(b) Unless notice of loss or damage be given in writing to Carrier or its agent at the port of discharge or place of delivery, or at the Port of Loading or Port of Discharge, Carrier shall not be required to note on the Bill of Lading any statement of loss or damage.
(c) The provisions of Clause 4 (2) shall extend to claims of whatsoever nature against other persons or authorities, other than Carrier, who may have given or assume responsibility under the Bill of Lading.

3. Sub-Contracting and Indemnity

(a) The Carrier's Data Protection Policy may be viewed at www.hapag-lloyd.com. In the case of any inconsistency between this Bill of Lading and the Carrier's Data Protection Policy, the latter shall prevail.
(b) Any partial loss or damage shall be adjusted pro rata on the basis of the value of the undamaged and the damaged parts, together with the respective freight charges.
(c) If at any time the Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or when the Goods were loaded, Carriers shall not be liable for damage caused by error in navigating or handling the Vessel, including but not limited to those relating to VGM, and shall bear and pay all duties, taxes, fines, demurrage, and interest which accrues until payment.
(d) If any claim is made against any of the Servants or Agents, Merchant shall indemnify Carrier against any loss, damage, liability or expense whatsoever and under no circumstances shall Carrier be required to undertake any investigation or inquiry into any claim.

4. Sub-Contracting and Indemnity

(a) Merchant shall have a lien on the Goods and any documents relating thereto for all sums payable by Merchant to Carrier in connection with the Carriage.
(b) Merchant shall not confer any rights whatsoever on third parties by reason of any release or abandonment of the Goods by Carrier in connection with this Bill of Lading.
(c) Merchant shall have the right to sell the Goods to cover the surety or bond.
(d) Merchant shall have the right to sell the Goods to cover the surety or bond.
(e) Merchant shall have the right to sell the Goods to cover the surety or bond.
(f) Merchant shall have the right to sell the Goods to cover the surety or bond.
(g) Merchant shall have the right to sell the Goods to cover the surety or bond.
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(w) Merchant shall have the right to sell the Goods to cover the surety or bond.
(x) Merchant shall have the right to sell the Goods to cover the surety or bond.
(y) Merchant shall have the right to sell the Goods to cover the surety or bond.
(z) Merchant shall have the right to sell the Goods to cover the surety or bond.
**Carrier:** CSAV Austral SpA, Santiago

**Shipper:**

**Consignee** (not negotiable unless consigned to order):

**Notify Address** (Carrier not responsible for failure to notify; see clause 20(1) hereof):

**Notify Address**

**Vessel(s):**

**Port of Discharge:**

**Port of Loading:**

**Voyage-No.:**

**Place of Delivery:**

**Place of Receipt:**

**Voyage-No.:**

**Place of Delivery:**

**Place of Receipt:**

**Voyage-No.:**

**Place of Delivery:**

**Place of Receipt:**

**Consignee's Reference:**

**Forwarding Agent:**

**Export References:**

**Carrier's Reference:**

**B/L-No.:**

**Page:**

**Shipper's declared Value** [see clause 7(2) and 7(3)]

**Above Particulars as declared by Shipper. Without responsibility or warranty as to correctness by Carrier [see clause 11]**

**Total No. of Containers received by the Carrier:**

**Packages received by the Carrier:**

**Number and Kind of Packages, Description of Goods**

**Gross Weight:**

**Measurement:**

**Gross Weight:**

**Measurement:**

**Freight payable at:**

**Freight payable at:**

**Number of original B/L:**

**Currency:**

**Currency:**

**Charge**

**Rate**

**Basis**

**Wt/No/Val**

**FDC**

**Amount**

**Amount**

**Amount**

**Amount**

**Total Freight Prepaid**

**Total Freight Collect**

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