Bill of Lading · Terms and Conditions

1. Definitions

(a) "Carrier" means the bailiff and international Merchant.
(b) "Freight" means the whole or any part of the operation and services rendered by the Carrier in the transportation of the Goods as defined and limited herein, and includes the cost and expenses, together with all charges payable to Carrier in accordance with the applicable terms and conditions of this Bill of Lading.
(c) "Goods" means the whole or any part of the cargo received from the shipper and transported by the Carrier.
(d) "Hague Rules" means the Hague Convention of 1903 and the Hague-Visby Rules
(f) "Indemnity" means the claim or demand submitted to Carrier, whether by or on behalf of the Goods or the Carriage as Carrier, bailee or otherwise, and agrees not to file any counterclaim or third-party claim against Merchant.
(g) "Merchant" means the owner, manager or operator of any Vessel (other than the Carrier), the holder, receiver of the Goods or of this Bill of Lading, and any person corresponding to them in respect of the Goods or the Carriage as Carrier, bailee or otherwise, and agrees not to file any counterclaim or third-party claim against Carrier.
(h) "Merchant's Goods" means the whole or any part of the cargo received from the shipper and transported by the Carrier.
(i) "Vessel" means the whole or any part of the cargo received from the shipper and transported by the Carrier.

2. Warranty

(a) The Carrier warrants that, in agreeing to the Terms and Conditions hereof, the Carrier has the authority, either as the Carrier or on behalf of the Merchant, to accept delivery of the Goods and to enter into this contract.
(b) The Merchant warrants that the Goods are properly packed, stowed, secured and otherwise prepared for carriage so as to be properly safeguarded by the Carrier during the period of carriage.

3. Sub-Contracting and Indemnity

(a) The Carrier may, at any time, delegate or subcontract to any person the performance of any part of the Carriage and/or any other services specified in this Bill of Lading. The indemnity given by the Merchant in this contract shall extend to cover any such person and any person acting on behalf of such person.
(b) In case of sub-contracting, the Carrier shall remain responsible for the Carriage and such service as are specified in this Bill of Lading and shall hold the Merchant harmless from any loss or damage which may occur in respect of the Goods as a result of the sub-contracting or the performance of any part of the services by anyone acting on behalf of the Carrier.

4. Description of the Goods and High Value Cargo

(a) The Carrier shall not be liable for any loss or damage to or in respect of the Goods if the loss or damage occurs during the period after delivery, when the Container was in the custody of the Merchant.
(b) The Carrier shall have the absolute discretion to determine, and such delivery shall constitute due delivery hereunder.
(c) The Carrier shall not be liable for any loss or damage to or in respect of the Goods if it appears at any time that, due to their condition, the Goods cannot safely or properly be carried in containers or if the goods are not properly loaded or unloaded in, or on a container due to the condition or weight of the goods or any equipment being used by the Carrier.

5. Liability for Loss or Damage

(a) The Carrier shall not be liable for any loss or damage to the Goods or for any economic loss or consequential loss caused by any negligence, fault or omission on the part of the Carrier or any person by whom the Carrier is responsible, or for any failure to so comply, by reason of any illegal, incorrect, or insufficient precautions taken by the Carrier, or by reason of any neglect or breach of contract on the part of the Carrier or by reason of any other cause.
(b) The Carrier shall not be liable for any loss or damage to the Goods if, at the time this contract was entered into or when the Goods were delivered to the Carrier for Carriage, or during the period of Carriage, the Goods were in an unsalable condition or had a latent or hidden defect.
(c) The Carrier shall not be liable for any loss or damage to the Goods if the Merchant has not complied with any requirement or provision of this Bill of Lading.
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<table>
<thead>
<tr>
<th>Shipper's declared Value [see clause 7(2) and 7(3)]</th>
<th>Above Particulars as declared by Shipper. Without responsibility or warranty as to correctness by Carrier [see clause 11]</th>
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<tbody>
<tr>
<td>Total No. of Containers received by the Carrier:</td>
<td>Packages received by the Carrier:</td>
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<tr>
<td>Movement:</td>
<td>Currency:</td>
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<tr>
<td>Charge Rate Basis Wt/Vol/Val PC Amount</td>
<td>Place and date of issue:</td>
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<tr>
<td>Freight payable at:</td>
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<tr>
<td>Total Freight Prepaid</td>
<td>Total Freight Collect</td>
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