In any event, Carrier shall be discharged from all liability in respect of loss of or damage to the Goods, unless it is established that such loss or damage was caused by the fault or the omission of Carrier or the Carrier's servants or agents.

5. Carrier's Responsibility

(a) Pursuant to the terms of the Bill of Lading or otherwise, if the Goods are lost or destroyed, or if Carriage is incomplete, or if damage is caused to the Goods, the Carrier shall not be liable unless it is established that such loss or damage was caused by the fault or the omission of Carrier or the Carrier's servants or agents.

(b) If it is established that loss or damage has occurred during the port-to-port leg the “Error in Navigation” clause shall not apply.

(1) Hague Rules/Hague-Visby Rules

(a) Where loss or damage has occurred during the Carriage in respect of the Goods in the Carriage, the Carrier shall be discharged from all liability in respect of such loss or damage unless it is established that such loss or damage was caused by the fault or the omission of Carrier or the Carrier’s servants or agents.

(b) Change of Destination by Merchant

(1) Change of destination after discharge of Goods

(c) Prior to loading and after discharge Carrier is not deemed to have custody of the Goods. Carrier shall not be liable for any act or omission, during the Carriage, on the part of the Merchant or any other person with whom the Carrier deals in the Carriage, except to the extent that the Carrier is responsible for such acts or omissions.

(d)/prior to loading and after discharge Carrier is not deemed to have custody of the Goods. Carrier shall not be liable for any act or omission, during the Carriage, on the part of the Merchant or any other person with whom the Carrier deals in the Carriage, except to the extent that the Carrier is responsible for such acts or omissions.

(e) Prior to loading and after discharge, the Carrier's responsibility shall cease and the Goods shall be deemed to be delivered at their destination.

(2) Where a temperature is indicated Carrier undertakes that the Goods are equipped to maintain the temperature set by Merchant. Merchant remains responsible for the consequences of any temperature irregularities, including but not limited to the Goods being at a higher temperature than the temperature set by Merchant. Merchant remains responsible for the consequences of any temperature irregularities, including but not limited to the Goods being at a higher temperature than the temperature set by Merchant.

(3) Whether or not Merchant was aware of the nature of the Goods, Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

20. Notification and Delivery

(1) Carrier shall not be liable for any loss or damage to the Goods occasioned by the manner or speed of delivery.

(2) If it is established that loss or damage occurred during the Carriage in respect of the Goods or the Goods were lost or destroyed, or if Carriage is incomplete, or if damage is caused to the Goods, the Carrier shall not be liable unless it is established that such loss or damage was caused by the fault or the omission of Carrier or the Carrier’s servants or agents.

(3) The liberties set out in this Clause 17 may be invoked by Carrier for any purpose whatsoever, to the extent that the Carrier is responsible for such acts or omissions.

(5) The Carrier may, as before mentioned, deduct from the value of the Goods received for delivery, any claims or the proceeds of sale or any part of the proceeds of sale, recovered by or on behalf of the Carrier, in respect of the Goods, or any part of the Goods.

19. Communication of Claim

(1) No person shall have any right to institute any proceedings against Carrier for the recovery of any claim hereunder unless a claim in respect of such claim shall have been made and notice given to Carrier of such claim forthwith after such loss or damage occurs.

18. Insurance

(1) The Carrier shall have no obligation to open any Container or package at any time and to inspect the Goods. If, by order of the Carrier or on the vessel, the Goods are to be inspected by any person, the Goods shall be deemed to be in transit and the inspection shall be carried out by such person at the Carrier's expense, the Goods shall be deemed to be in transit and the inspection shall be carried out by such person at the Carrier's expense.

(2) Any service rendered by Carrier or any other servant or agent of Carrier on behalf of Merchant in connection with the Carriage of the Goods, shall be deemed to be performed by Carrier at Merchant’s account.

(3) All losses and damages shall be paid to Carrier, in accordance with the applicable tariff.

17. Methods and Routes of Carriage

(1) Unless otherwise stated in the Bill of Lading, the Carrier shall have the right to use any routes, viaports, or advertised route, for the Carriage of the Goods, without giving any reason, and to make any changes in the routes that the Carrier may consider advisable, and to use any means of transport, including rail, Road, or inland river services;

(2) the Carrier shall not be liable for any losses or damages arising from any non-return, regardless of whether the non-return was due to a statement in the Bill of Lading or any other cause, and the Carrier shall be entitled to charge the Merchant for the cost of any such non-return.

16. Time for Suit

(1) The person owning or entitled to the possession of the Goods and this Bill of Lading.

(2) Claims for loss or damage to the Goods shall be deemed to be due to circumstances which are not the responsibility of Carrier.

(3) Whether or not Merchant was aware of the nature of the Goods, Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(4) Any dispute that may arise from such non-return.

15. First Notice and Delivery

(1) If it is established that loss or damage occurred during the Carriage in respect of the Goods or the Goods were lost or destroyed, or if Carriage is incomplete, or if damage is caused to the Goods, the Carrier shall not be liable unless it is established that such loss or damage was caused by the fault or the omission of Carrier or the Carrier’s servants or agents.

(2) Any disputes that may arise from such non-return.

(3) Any disputes that may arise from such non-return.

14. Power of Sale or Disposition

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

13. Loss or Damage during Carriage

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

12. Loss or Damage to Goods

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

11. “Vessel”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

10. “Bill of Lading”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

9. “Goods”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

8. “Carrier”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

7. “Claimants”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

6. “Time for Suit”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

5. “Carrier’s Liability”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

4. “Bill of Lading”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

3. “Carrier”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

2. “Bill of Lading”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

1. “Definitions”

(1) Any losses or damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal, failing which Merchant shall indemnify Carrier for all losses and damages suffered by Carrier as a result of the return shipment or organization of the cargo disposal.

(2) Any disputes that may arise from such non-return.

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### Bill of Lading

**Shipper:**

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

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

**Vessel(s):**

**Port of Discharge:**

**Port of Loading:**

**Container Nos., Seal Nos., Marks and Nos.**

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

**Gross Weight:**

**Measurement:**

**Place of Delivery:**

**Place of Receipt:**

**Forwarding Agent:**

**Export References:**

**Consignee’s Reference:**

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

**Packages received by the Carrier:**

**Charge**

**Rate**

**Basis**

**Wt./Vol./Val.**

**FRC**

**Amount**

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

**Carrier’s declared Value [see clause 7(2) and 7(3)]**

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

**Number of original Bills of Lading:**

**Forwarding Agent:**

**Currency:**

**Place and date of issue:**

**Voyage-No.:**

**Place:**

**Movement:**

**Total Freight Prepaid**

**Total Freight Collect**

**Total Freight**

**Companhia Libra de Navegação, São Paulo**

**90147345  L.V. 06/16**

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