Bill of Lading · Terms and Conditions

1. Definitions

(a) Where the word "Bilbo de Comercio" means the Title, it is a reference to the International Maritime Code (CIC). The person who signs the Bill of Lading or receives the same shall henceforth be referred to as "Carrier" or "the Carrier." (b) The "Goods" means all the goods or any part thereof consigned as indicated in the Bill of Lading. (c) The "Vessel" means existing vessels and all future vessels, including the Vessel, to which the Goods shall be delivered according to the provisions of the Bill of Lading. (d) The "Merchant" means the person, company or other entity named in the Bill of Lading as the person entitled to deliver the Goods. (e) The "Freight" means the sum total of all charges payable to the Carrier in accordance with the applicable tariff. (f) The "Applicable Tariff" means the applicable tariff as defined in the Bill of Lading. (g) The "Incoterms" means the Incoterms Code, International Chamber of Commerce, 2001 Edition. (h) The "Carriage" means the transport of the Goods from the port of discharge to the place of delivery. (i) The "Port of Discharge" means the port noted in the Bill of Lading or that otherwise determined in accordance with the SDRS. (j) The "Merchant's Goods" means the Goods consigned to the Merchant for delivery under this Bill of Lading. (k) The "Vessel" means existing vessels and all future vessels, including the Vessel, to which the Goods shall be delivered according to the provisions of the Bill of Lading. (l) The "Carrier" means the person, company or other entity named in the Bill of Lading as the person entitled to deliver the Goods. (m) The "Bill of Lading" means the document issued by the Carrier under the terms of this Agreement. 2. UCC Article 7 applies. (n) The "Goods" means all the goods or any part thereof consigned as indicated in the Bill of Lading. (o) The "Vessel" means existing vessels and all future vessels, including the Vessel, to which the Goods shall be delivered according to the provisions of the Bill of Lading. (p) The "Merchant" means the person, company or other entity named in the Bill of Lading as the person entitled to deliver the Goods. (q) The "Freight" means the sum total of all charges payable to the Carrier in accordance with the applicable tariff. (r) The "Applicable Tariff" means the applicable tariff as defined in the Bill of Lading. (s) The "Incoterms" means the Incoterms Code, International Chamber of Commerce, 2001 Edition. (t) The "Carriage" means the transport of the Goods from the port of discharge to the place of delivery. (u) The "Port of Discharge" means the port noted in the Bill of Lading or that otherwise determined in accordance with the SDRS. (v) The "Merchant's Goods" means the Goods consigned to the Merchant for delivery under this Bill of Lading. (w) The "Carrier" means the person, company or other entity named in the Bill of Lading as the person entitled to deliver the Goods. (x) The "Bill of Lading" means the document issued by the Carrier under the terms of this Agreement.

3. Parties to this Agreement

(a) The Carrier and the Merchant are the only parties to this Agreement. (b) The Carrier shall be entitled to obtain payment for the Goods delivered hereunder. (c) The Merchant shall be responsible for obtaining the Goods hereunder and paying for them.

4. Liability

(a) The Carrier shall be liable to the Merchant for any loss or damage to the Goods, whether caused by the Carrier or by anyone other than the Carrier, while the Goods are in the custody of the Carrier. (b) The Merchant shall be responsible for obtaining the Goods hereunder and paying for them.

5. Carrier's Responsibility

(a) The Carrier shall be responsible for the safe and efficient carriage of the Goods. (b) The Carrier shall provide all necessary equipment and personnel to carry out its obligations under this Agreement.

6. Merchant's Responsibility

(a) The Merchant shall be responsible for obtaining the Goods hereunder and paying for them. (b) The Merchant shall provide all necessary equipment and personnel to carry out its obligations under this Agreement.

7. Goods

(a) The Goods shall be delivered to the Merchant in good condition and free from any defects or encumbrances. (b) The Carrier shall be responsible for the safe and efficient carriage of the Goods.

8. Payment

(a) The Merchant shall pay the Carrier for the Goods delivered hereunder in accordance with the terms of this Agreement. (b) The Carrier shall be responsible for obtaining the Goods hereunder and paying for them.

9. Vessel

(a) The Vessel shall be delivered to the Carrier in good condition and free from any defects or encumbrances. (b) The Carrier shall be responsible for the safe and efficient carriage of the Goods.

10. Port of Discharge

(a) The Port of Discharge shall be delivered to the Carrier in good condition and free from any defects or encumbrances. (b) The Carrier shall be responsible for the safe and efficient carriage of the Goods.

11. Insurance

(a) The Carrier shall be responsible for obtaining the Goods hereunder and paying for them. (b) The Merchant shall be responsible for obtaining the Goods hereunder and paying for them.

12. Freight

(a) The Freight shall be paid by the Merchant to the Carrier in accordance with the terms of this Agreement. (b) The Carrier shall be responsible for obtaining the Goods hereunder and paying for them.

13. Arrangements for Discharge

(a) The Carrier shall be responsible for obtaining the Goods hereunder and paying for them. (b) The Merchant shall be responsible for obtaining the Goods hereunder and paying for them.

14. Force Majeure

(a) The Carrier shall be liable to the Merchant for any loss or damage to the Goods caused by force majeure. (b) The Merchant shall be liable to the Carrier for any loss or damage to the Goods caused by force majeure.

15. Agreement

(a) The Agreement shall be governed by the laws of the country in which the Goods are delivered. (b) The Agreement shall be governed by the laws of the country in which the Goods are delivered.

16. Termination

(a) The Agreement shall be terminated by mutual agreement between the Carrier and the Merchant. (b) The Agreement shall be terminated by mutual agreement between the Carrier and the Merchant.

17. Governing Law

(a) The Agreement shall be governed by the laws of the country in which the Goods are delivered. (b) The Agreement shall be governed by the laws of the country in which the Goods are delivered.
**Bill of Lading**

- **Carrier**: Nobleza Naviera S.A., Montevideo
- **Shipper**: [Details not provided]

**Multimodal Transport or Port to Port Shipment**

<table>
<thead>
<tr>
<th>Carrier’s Reference:</th>
<th>B/L-No.:</th>
<th>Page:</th>
</tr>
</thead>
</table>

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

- **Consignee**: [Details not provided]

**Vessel(s)**:

**Port of Loading**:

**Port of Discharge**:

<table>
<thead>
<tr>
<th>Container Nos., Seal Nos., Marks and Nos.; Number and Kind of Packages, Description of Goods</th>
<th>Gross Weight</th>
<th>Measurement</th>
</tr>
</thead>
</table>

**Place of Delivery**:

**Place of Receipt**:

**Forwarding Agent**:

**Export References**:

**Consignee’s Reference**:

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

- **Total No. of Containers received by the Carrier**: [Details not provided]
- **Packages received by the Carrier**: [Details not provided]

**Voyage-No.**:

**Movement**:

<table>
<thead>
<tr>
<th>Charge</th>
<th>Rate</th>
<th>Basis</th>
<th>Wt./Vol/Val</th>
<th>PO</th>
<th>Amount</th>
</tr>
</thead>
</table>

**RATES**

- **Total Freight Prepaid**: [Details not provided]
- **Total Freight Collect**: [Details not provided]
- **Total Freight**: [Details not provided]

**Place and date of issue**: [Details not provided]

**Freight payable at**: [Details not provided]

**Number of original B/L**: [Details not provided]

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

- **Place and date of issue**: [Details not provided]

- **Number of original B/L**: [Details not provided]

**RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated in the box opposite entitled “Total No. of Containers/Packages received by the Carrier” for Carriage subject to all the terms and conditions hereof (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE HEREOF AND THE TERMS AND CONDITIONS OF THE CARRIER’S APPLICABLE TARIFF) 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. One original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier in exchange for the Goods or a delivery order. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant.

- **IN WITNESS WHEREOF** the number of original Bills of Lading stated below all of this tenor and date has been signed, one of which being accomplished the others to stand void.