Bill of Lading · Terms and Conditions

1. Definitions

- "Bill of Lading"
- "Carrier"
- "Container"
- "Freight"
- "Goods"
- "Hague Rules"
- "Hague-Visby Rules"
- "Merchant"
- "Owner"
- "Parties"
- "Port of Loading"
- "Port of Discharge"
- "Vessel"

2. Carrier's Tariff

The terms and conditions of Carrier's applicable terms are incorporated herein, including but not limited to the terms of this Bill of Lading. The carrier's standard contract of carriage may be acquired from the carrier or its agent upon request. Carrier's standard contract of carriage shall be deemed incorporated herein. In the event that any of the terms of this Bill of Lading are inconsistent with the terms of Carrier's contract of carriage, the latter shall control.

3. Warranties

In the event that any warranty given by Carrier is the cause of, or in any other way results in the loss of or damage to the Goods, Carrier shall be liable to the Merchant for the loss or damage caused thereby, provided that Carrier is not guilty of negligence in making this warranty.

4. Port of Loading

Goods alleged to have been delivered to the port of loading on the Vessel and of the date and place of discharge shall prevail. However, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to dispose of the Goods and apply any proceeds of sale in reduction of the sums due to Carrier from Merchant.

5. Inspection of Goods

In the event that any Goods are not in good order or condition, theCarrier shall be entitled to open any Container or package, and/or to return the Goods to the Goods, the carrier shall be responsible to the extent of any such damage or loss.

6. Multimodal Transport

If there is any damage or loss of the Goods caused by the Carrier, the Carrier can not be held liable for such damage or loss except to the extent that such damage or loss is caused by the Carrier.


(a) In the event that the Goods are not delivered in accordance with the language of this Bill of Lading, the Carrier shall be liable for any loss or damage incurred by the Merchant, unless Carrier can prove that such loss or damage was caused by: (i) the act or omission of any third party; (ii) the act or omission of the Merchant; (iii) any risk inherent in the nature of the Goods; or (iv) any other cause beyond the Carrier's control.

8. Enforcement

In the event of any breach of these obligations or any other provision of this Bill of Lading, the Carrier shall be entitled to foreclose the claim of the Merchant and to recover the costs of any action taken by the Carrier in connection with the Goods hereunder.

9. Arbitration

In the event of any dispute arising out of or in connection with this Bill of Lading, the parties shall endeavor to settle such dispute amicably through negotiation. If such negotiation fails, any such dispute shall be settled by arbitration.


The applicable law for the interpretation of this Bill of Lading and these conditions shall be the laws of the country where the Goods are delivered.

11. Entire Agreement

This Bill of Lading and these conditions constitute the entire agreement between the parties and supersede all previous agreements and understandings, written or oral, relating to the subject matter hereof.

12. Counterparts

This Bill of Lading may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

13. Governing Law

This Bill of Lading shall be governed by and construed in accordance with the laws of the jurisdiction specified herein.

14. Freight

Freight shall be deemed fully earned on receipt of the Goods by Carrier and shall be paid on the due date according to the terms and conditions of the Contract of Carriage.

15. Void

If any provision of this Bill of Lading is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. General

This Bill of Lading shall be deemed to have been executed at the place and date indicated on page 1 hereof.

17. Methods and Routes of Carriage

The Carrier reserves the right to select the method and route of carriage, and the Carrier's choice shall be conclusive unless a contrary instruction is given by the Merchant.

18. Options on Carriage and Disposal

The Carrier may, at its own risk and expense, effect any necessary or advisable disposition of the Goods or any part thereof in any case of a) the goods remaining on the Vessel after the Vessel has discharged all other goods for the account of the Merchant; b) the goods having been damaged, lost or destroyed or being otherwise impounded by the Carrier; c) the goods being dangerous to itself or to the other goods or the Vessel; d) the goods being necessary for the proper execution of the Carrier's business.

19. Lien

The Carrier shall have a lien on all the Goods or any part thereof for all charges arising from the carriage of the Goods under this Bill of Lading, or required by law.

20. Law and Jurisdiction

This Bill of Lading shall be governed by and construed in accordance with the laws of the jurisdiction specified herein.

21. General Averages & Salvage

A general average loss arising from any cause, and salvage arising upon the delivery of the Goods hereunder, shall be borne by the Merchant.

22. Variation, Waiver

No amendment, waiver of any provision of this Bill of Lading shall be valid unless it is in writing and signed by the Carrier or its authorized agent.

23. Index

The Index to this Bill of Lading shall be deemed to form an integral part thereof. In the event of any inconsistency between the Index and the rest of the Bill of Lading, the latter shall take precedence.

24. Legal Cooperation

In the event that any action is commenced by or against any Servant or Agent seeking to impose liability in connection with the Carriage. If such action is not commenced by or against any Servant or Agent seeking to impose liability in connection with the Carriage. If such action is not commenced by or against any Servant or Agent seeking to impose liability in connection with the Carriage. If such action is not commenced by or against any Servant or Agent seeking to impose liability in connection with the Carriage.

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Bill of Lading

Carrier: Hapag-Lloyd Aktiengesellschaft, Hamburg

Multimodal Transport or Port to Port Shipment

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<th>Carrier's Reference:</th>
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Export References:

Forwarding Agent:

Consignee (not negotiable unless consigned to order):

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

Consignee’s Reference:

Place of Receipt:

Place of Delivery:

Vessel(s):

Voyage-No.:

Port of Loading:

Port of Discharge:

Container Nos., Seal Nos., Marks and Nos.:

Number and Kind of Packages, Description of Goods:

Gross Weight:

Measurement:

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

TOTAL No. of Containers received by the Carrier:

Packages received by the Carrier:

Movement:

Currency:

Charge Rate Basis Wt./Vol./Val P/C Amount

Total Freight Prepaid

Total Freight Collect

Total Freight

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

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.

Place and date of issue:

Freight payable at:

Number of original B/L:

NOT VALID