Bill of Lading · Terms and Conditions

1. Definitions

"Carriage" means the party named on page 2 of this Bill of Lading.

"Crew" means the master of the vessel, her officers, seamen and other persons employed on board the vessel.


"US COGSA" means the Carriage Containers Act, 1971, as amended.

"Merchant" includes any person or firm or Corporation with whom the Carrier has contracted for carriage.

"Servants or Agents" includes the master, officers, crew of the vessel, owners, managers or agents of the ship or Company or others directly or indirectly employed in connection with the carrying trade of the vessel.

"Goods" includes any equipment or Container not supplied by or on behalf of the Carrier.

"Containers" are: container, transportable tank, flat, or any similar article used to consolidate goods and any equipment or thing consequently contained.

"Freight" includes all charges payable to the Carrier in accordance with the applicable contract of carriage.

2. Carrier’s Tariff

The Carrier’s Tariff of the Carrier’s applicable Tariff is incorporated herein, with particular attention drawn to the terms, conditions and services involving and relating to the carriage and demurrage and other rights, duties and liabilities accruing to the Carrier or at the request of the Merchant, as agreed upon by the Merchant and the Carrier.

3. Warranty

The Carrier warrants that is agreeing to the Terms and Conditions hereof it has or has the author- ity to discharge the same. The Carrier’s Bill of Lading is given upon the condition that the Carrier is not responsible for any delay or loss of the Goods by reason of the weather, strike, lockout or other cause beyond its control.

4. Sub-Carrier

Any person employed under the authority of the Carrier for the purpose of assisting the vessel, in cases of damage or loss caused by the navigation or the management of the vessel, is, in the latter case, cause for loss or damage caused by the vessel, in particular the crew of a tug or pilot boat.

5. Carrier’s Responsibility

The Carrier shall be responsible for the Goods in accordance with the applicable law and the Tariff of the Carrier.

6. Freight

Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and demandable at the port of discharge or any other place to which the Goods are to be delivered under the contract of carriage.

7. Inspection

The Carrier shall have the right to inspect the Goods at any time, at the expense of the Merchant. The Carrier shall be entitled to make observations and to obtain samples of the Goods for the purpose of ascertaining the value of the Goods and the nature of the damage thereto.

8. Payment

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier including, without limitation, all charges for carriage and storage. Any such lien may be exercised by the Carrier without prior notice to the Merchant.

9. Notices

Any claim for loss or damage must be made to the Carrier within the time limits prescribed by law. Any notice which is made after the time limit prescribed by law shall be null and void.

10. Lien

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier including, without limitation, all charges for carriage and storage. Any such lien may be exercised by the Carrier without prior notice to the Merchant.

11. General

The Carrier shall be entitled to receive the payment of all sums due under the contract of carriage and all other charges, duties and liabilities accruing to the Carrier.

12. Delivery

The Carrier shall be entitled to receive the payment of all sums due under the contract of carriage and all other charges, duties and liabilities accruing to the Carrier.

13. Notice of Loss or Damage

Any notice of loss or damage must be made to the Carrier within the time limits prescribed by law. Any notice which is made after the time limit prescribed by law shall be null and void.
Bill of Lading

Multimodal Transport or Port to Port Shipment

**Carrier:** CSAV Austral SpA, Santiago

**Shipment:**

- **Shipper:** [Name]
- **Consignee:** [Name] (not negotiable unless consigned to order)
- **Notify Address:** [Address] (Carrier not responsible for failure to notify; see clause 20 (1) hereof)

**Vessel(s):**

**Voyage-No.:**

**Port of Loading:**

**Port of Discharge:**

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

**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:**

<table>
<thead>
<tr>
<th>Charge</th>
<th>Rate</th>
<th>Basis</th>
<th>Wt/Vol/Val</th>
<th>P/C</th>
<th>Amount</th>
</tr>
</thead>
</table>

**Freight payable at:**

**Place and date of issue:**

**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.

**Carrier’s Reference:**

**No.:**

**Page:**

**Export References:**

**Forwarding Agent:**

**Consignee’s Reference:**

**Place of Receipt:**

**Place of Delivery:**

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

**Total Freight Prepaid**

**Total Freight Collect**

**Total Freight**

**Number of original Bs/L:**

**Currency:**

**Amount:**