Bill of Lading · Terms and Conditions

1. Definitions

(i) "Carriage" means the party named on page 2 of this Bill of Lading.
(ii) "Crew" means the master of the vessel, her officers, seamen and other persons directly employed by the Carrier who shall be under the orders of the Carrier in the conduct of the Carriage.

2. Hague Rules

The Hague Rules for the Carriage of Goods by Sea 1924 to the extent not modified by any later enactment in force, and the Hague-Visby Rules to the extent that they apply to the carriage of goods by sea, apply to the Carriage of Goods by Sea in accordance with the Bill of Lading and are in all respects subject to the Bill of Lading.

3. US COGSA

The provisions of the International Convention for the Unification of Certain Rules for Contracts for the International Carriage of Goods by Water (CIS) are adopted on 30th August, 1978 and apply to the Carriage of Goods by Sea only in so far as the provisions of the Bill of Lading or the Conditions of this Bill of Lading agree to such provisions. The provisions of this Bill of Lading and the Conditions shall likewise be subject to the principles of customary international law and shall be governed by the provisions of this Convention as far as such provisions are applicable.

4. US COGSA - Carriers' Liability

4.1 The Carrier shall be responsible for the loss or damage to or in respect of the Goods during the Carriage, except if the loss or damage results from the inherent vice of the Goods, from the nature or condition of the Goods, from any inherent defect or from any risk inherent in their nature or condition.

4.2 The Carrier shall also be responsible for the loss or damage to or in respect of the Goods during the process of loading or discharge or in respect of the Goods whilst in the custody of the person entitled to the possession of the Goods on the date of delivery of the Goods.

4.3 An act or omission of the Carrier relating to the loss or damage to or in respect of the Goods shall be deemed to be an act or omission of the Carrier whether or not the carrier was in the service of the ship at the time.

4.4 The Carrier shall not be responsible for loss or damage to or in respect of the Goods unless the Bill of Lading indicates that the Goods are to be dealt with under a Carriage Contract at sea.

4.5 The Carrier shall not be responsible for the loss or damage to or in respect of the Goods unless the Person Entitled to the Goods has given written notice of the loss or damage to the Carrier and of the claim for loss or damage within 12 months from the date of delivery of the Goods or, if the Goods were not delivered, the date the Goods should have been delivered.

5. Merchant

The term "Merchant" means any person coming within the definition of Merchant in Clause 1 of this Bill of Lading.

6. Protection and Indemnity

6.1 The Carrier agrees to indemnify and hold harmless any third party from any and all claims, losses, expenses, or expenses related to the Carriage of the Goods, including, but not limited to, the costs of any and all lawsuits or proceedings, as well as any and all fines, penalties, or other expenses incurred as a result of the Carriage of the Goods.

7. Freight

The Carrier shall be entitled to charge and receive from the Merchant the freight, charges, and expenses as set forth in the Bill of Lading.

8. Container

The Carrier shall be entitled to require the Container to be delivered to the Carrier before or after the time of delivery of the Goods, or to deliver the Container to the Merchant after the time of delivery of the Goods.

9. Lien

The Carrier shall have a lien on the Goods and any proceeds from the sale of the Goods to cover any amounts owed to the Carrier.

10. Locomotive and Rail Transport

The Carrier shall be entitled to transport the Goods by rail and to deliver the Goods to the Merchant at the place of discharge.

11. Term of Bill of Lading

The term of the Bill of Lading shall be one year from the date of issue unless extended by the Carrier.

12. Amendment of Bill of Lading

The Carrier shall be entitled to amend the Bill of Lading without the consent of the Merchant.

13. Transportation of Goods

The Carrier shall be entitled to transport the Goods by sea, land, or air and to deliver the Goods to the Merchant at the place of discharge.

14. Freight

The Carrier shall be entitled to charge and receive from the Merchant the freight, charges, and expenses as set forth in the Bill of Lading.

15. Lien

The Carrier shall have a lien on the Goods and any proceeds from the sale of the Goods to cover any amounts owed to the Carrier.

16. Optional Stowage and Deck Cargo

The Carrier shall be entitled to stow the Goods in hold or on deck and to transport the Goods by sea, land, or air.

17.Notification and Delivery

The Carrier shall be entitled to notify the Merchant of the time and place of delivery of the Goods.

18. Liability of Carrier

The Carrier shall be liable for any loss or damage to or in respect of the Goods during the Carriage, except if the loss or damage results from the inherent vice of the Goods, from the nature or condition of the Goods, from any inherent defect or from any risk inherent in their nature or condition.

19. Inspections and Surveys

The Carrier shall be entitled to inspect and survey the Goods at the request of the Carrier.

20. Delivery of Goods

The Carrier shall be entitled to deliver the Goods to the Merchant at the place of discharge.

21. insurer shall be liable for any loss or damage to or in respect of the Goods during the Carriage, except if the loss or damage results from the inherent vice of the Goods, from the nature or condition of the Goods, from any inherent defect or from any risk inherent in their nature or condition.

22. General Average & Salvage

The Carrier shall be liable for any general average or salvage expenses incurred in connection with the Carriage of the Goods.

23. Notice of Loss or Damage

The Carrier shall be entitled to notify the Merchant of any loss or damage to or in respect of the Goods during the Carriage.

24. Court of Jurisdiction

The Carrier shall be entitled to bring an action against the Merchant in any court of competent jurisdiction.

25. Applicable Law

The Carrier shall be entitled to choose the applicable law for the Carriage of the Goods.

26. Final Court Decision

The Carrier shall be entitled to seek a final court decision on any dispute arising out of the Carriage of the Goods.

27. Compulsory Applicable Law

The Carrier shall be entitled to seek a final court decision on any dispute arising out of the Carriage of the Goods.
**Bill of Lading**

**Multimodal Transport or Port to Port Shipment**

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<thead>
<tr>
<th>Carrier's Reference:</th>
<th>B/L-No.:</th>
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**Export References:**

**Forwarding Agent:**

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

**Consignee's Reference:**

**Place of Receipt:**

**Vessel(s):**

**Place of Delivery:**

**Port of Loading:**

**Port of Discharge:**

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

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

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<th>Gross Weight:</th>
<th>Measurement:</th>
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**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:**

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**Carrier:** Nobleza Naviera S.A., Montevideo

**90147  L.V.**

**03/13**

**Total Freight Prepaid**

**Total Freight Collect**

**Total Freight**

[**SAMPLE**]

NOT VALID