Shipper		Operated by: Kingwood Logistics Ltd Unit 3208, 32/F, The Oc Tsuen Wan, N.T., Hong	tagon, 6 Sha Tsui Roa	n Container Line of Lading
Consignee		Bill of Lading Number	r:	
		No. of rider pages:		
Notify Party				
		and condition, except as	otherwise indicated, to leave indicated, to leave in the provisions	nent in apparent good order be transported, delivered or s written, printed or stamped contract.
Also Notify (For Merch	ant's reference only)	Delivery Agent		
Combined Transport - Place of Receipt	Pre-Carriage by	I	Port of Loading	
Vessel / Voyage-No.	Port of Discharge		Combined Transport - F	Place of Delivery
Marks and Numbers No. / kind of packing units	* Description of Goods		Gross Weight	Measurement

# DACHSER Ocean Container Line Bill of Lading Terms and Conditions operated by: Kingwood Logistics Ltd., Unit 3208, 32/F, The Octagon, 6 Sha Tsui Road, Tsuen Wan, N.T., Hong Kor the stipulations, exceptions, terms and conditions on the face and back hereof and agrees that all agreements or relight engagements for th

**1.** 1.1

In accepting this B/L, the Merchant agrees to be bo

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- 1.3 1.4
- General Provisions/Definitions .Carrier" means the Company stated on the front of this Bill of Lading (hereafter called 'BL') as being the carrier and by which or for which this BL is signed. "Agent" means the Company stated on the front of this BL as being the agent of the Carrier and having signed this BL for and on behalf of the Carrier. "Merchant" includes and means the Shipper, the Consignee, the receiver, the holder of this BL. the owner of the goods, any person having a present or future interest in the goods or any person acting any of the above mentioned persons. "Goods" includes the cargo supplied by the Merchant and includes any transport equipment (containers, trailers, wagons, refer or other special equipment, transportable tank, pallets, etc.) not supplied by or on behalf of the Carrier, "Shipper" means the person who concludes the transport contract with the Carrier. 1.5
- 1.6 1.7
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- "Bibger" means the perior who concludes the transport contract with the Carrier. "Consignee" means the perior entitled to receive the goods from the Carrier. "Consignee" means the whole of the transport periation and services undertaken or performed by or on behalf of the Carrier in respect of the Goods. "Port-to-Port shipment" arises only where the place of receipt and the place of delivery are not indicated on the front of this BL or if both are ports and the BL does not in the normation of the place of receipt and the place of delivery are not indicated on the front of this BL or if both are ports and the BL does not in the normation of the place of receipt and the place of delivery are not indicated on the front of this BL or if both are ports and the BL does not in the normation of the place of receipt and the place of receipt and the second "Vessel" or 'ship' means the vessel named on the face hereof. "Package" is the largest individual unit of partially or complexel covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including paletized units and each container stuffed and sealed by the Merchant or on its behalf, although the Merchant which is delivered and entrusted to carrier including paletized units and each container stuffed and sealed by the merchant or on its behalf, although the Merchant may have furnished a description of the content of second beautor on this BL. The provisions set out and referred to in this BL is parformed by one mode of performance of the one mode transport and which are incidential to such transport on ot constitute a different mode of transport of the purposes of this BL. Scope / Issuance 1.12
- **2.** 2.1
- do not constitute a different mode of transport for the purposes of this B/L. **Scope / Issuance** By issuance of this B/L the Carrier undertakes to perform and/or to procure the performance of the entire transport, from the place at which the goods are taken in charge to the place of delivery designated in this B/L. The Carrier may at any time and whicut notice to the Microtice of the most direct or advertised or customary route and proceed by any route or in any place of discharge or in a direction contrary thereto or return to the original place and/or port of departure. load and unload the Goods at any place, land or store them either on shore or alload, transfer, transfip, reship or forward them at any place or port dydock a vases with or without cargo on board. The rights set out under Clause 2.1 may be invoked by the Carrier for any purpose whistadions. Any the preaking down and condance with Clausing with or videous thatdows. 2.2

### Time bar

I ITTE Dat arrier shal, unless otherwise expressly agreed, be relieved of all liability under these ions unless suit is brought within 9 months (unless mandatory law provides something nt) after the discharge or delivery of the Goods or the date when the Goods should seen delivered, whichever kind of transport applies as described in this B/L.

4. Warranty The Merchant warrants that by agreeing to the terms hereof, he is or has the authority of or is the agent of the person owning or being entitled to possession of the Goods or any other person who has a present or future interest in the Goods.

Law and Jurisdiction n or dispute under this B/L shall be determined by the law and courts of Hong ecial Administrative Region of the People's Republic of China.

### Negotiability and Title to the Goods

This BL shall be non-negotable unless made out "to order" in which event it shall be negotable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described. This BL shall be prime lace evidence of the taking in charge by the Carrier of the admissible when this BL has been negotable or transferred for valuable consideration to a third party acting in good faith. 6.2

Sub-Contracting The Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, warehousing or carriage of the Goods and all duties undertaken by the Carrier in relation to the Goods.

# Exemptions and Immunities of Servants, Agents and other Sub-Contractors

- Exemptions and Immunities of Servants, Agents and other Sub-Contractors The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including but not limited by the Carrier's servants or agents, any independent contractor and his servants or agents, and all other by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage, unless otherwise agreed by Carrier. If any claim or allegion should nevertheless be made, the Merchant shall defaud, intribut prevalues the foregoing, are regarded on the server that and provisions herein, as if such provisions were expressly for their benefit. In entering into this contract the Carrier to the extent of those provisions, does so not only on its behalf but also as egent and rustee for such persons. The Merchant shall defaud, indemnity and hold harmless the Carrier against any claim of liability (and any expense arising thereform) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this B/L. 8.1
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### **9.** 9.1

- this B/L. **Methods and Routes of Transportation / Delivery** The Carrier is milded to perform the transport in any reasonable manner and by any reasonable means, methods and routes. The Carrier resorves the right to determine whether Goods and livestock shal be carried on deck, on an open fary, on an open trailer or an open railway wagon. Goods, wich are stated herein to be carried on deck or on open torries, trailers or railway wagons and livestock may be carried on deck or on open torries, trailers or railway wagons and livestock may be carried on deck or on open torries, trailers or nopen trailer or an open railway wagon, and livestock shal be open trailer or an open railway wagon, and i so they are carried without whether a could by interventions or negleptical of containers, the values containers, flat rack containers, reeler containers, open-top containers, tank containers, etc.) The Carrier shall have the right to deliver the Goods or part thereod at any such port or place at the sole risk and expense of the Merchant. Any mention in this B/L of parties to be notified of the arrival of the Goods or beart thereod at any such port carrier's resolution to the other thal to the work the torreador to the carrier in any Carrier's resolution of the source when delivery thas been made to the Werchant, any port or places when delivery thas been made to the Werchant, any port or places when delivery thas been made to the Werchant, any person authorised by Werchant to receive the Goods or or in may manner or to any other preson in accordance with the custom and usage of the spin of the Goods should memain in Carrier's custody after discharge from the ship and 9.2
- 9.3
- 9.4 9.5
- any other person in accordance with the custom and usage of the port of discharge. If Goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Warchant, after notice, within the time allowed in Carrier's applicable tariff, the Goods may be considered to have been delivered to Merchant, and, at Carrier's option, may be stored in the open or under cover at Merchant sequence. The store sequence option the Goods will become deletroirend, decayed or wortheses, the Carrier's option of the Goods will become deletroirend, decayed or wortheses, the Carrier's and expense of the Merchant. The Carrier may receive Goods in less than Full Container Load amounts and may in its absolute discretion, repack, transport and deliver the Goods as Full Container Loads. In such instance, the Carrier shall not be liable to Merchant for any dangees or costs attributable to such action or any revenues or contributions received. 9.6 9.7

### Responsibility of the Carrier 10. (A) 10.1

PertoPort Shipment When the Carriage called for by this document is a Port-to-Port Shipment, then during any time when the Carrier has any responsibility by law or otherwise with respect to the Goods, the lability of the Carrier for loss of and damage to the Goods shall be determined in accordance with any national law making the Hague Rules compulsory applicable to this Bit. Including the UK Carriage for Owner Carriage (Caoc), the (1980) of Canada. If no such has (Including compulsority applicable, then in accordance with the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills Carding dated 25<sup>th</sup> August 1924, or the said Hague Rules as amended by the

- protocol (Hague Visby Rules dated 1968) shall be compulsorily applicable to this contract. If the whole of the Carriage undertaken by the Carrier is limited to Carriage from a Container Yard (CV) or Container Freight Station (CFS) in or immediately adjacent to the sea terminal at discharge, the tability of the Carrier's shall be determined by the Hague Pulses, or the Hague Visby Rules respectively as mentioned under Clause 10.1 here before or whether the loss or subsequent thereto. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. **Direct** Transport. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. **Direct** Transport. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. The Carrier shall be label for loss or damage to the Goods goods of an and the woroglu act or neglect of the Shipper or Consignee b) compliance with the instructions of the person entitled to give them of the lack of or defective condition of packing in the case of Goods which by their nature are label to wastage or to be damaged when not (adequately) packed d) handing, loading, stading, stading, of the Goods by the Shipper, the Carrier give or imacique of marks or numbers on the Goods, coverings, or unit loads. 10.2
- 10.3 (B) C 10.4
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  - Insuments of inneutopacy of marks of numbers on the Goods, coverings, or unit loads strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general an act, neglect or default in the navigation of a ship occurring during Carriage by g)
  - h)
  - water fire occurring during Carriage by water, unless the fire was caused by the actual fault or privity of the Carrier or the water carrier or by lack of exercise of due diligence to make the vessel seaworthy, properly to man, equip and supply the vessel or to make her it and safe for the reception, carriage and preservation of the i)

  - dilgence to make the vessel serververy, property or terms of the vessel or to make her fit and safe for the reception, carriage and preservation of the Goods. a nuclear incident, if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear anergy. any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable dilgence. In close of 10.4 the currier is not liable any liability in respect to some for which it is liability in respect to some for the causes or which it is under this Cause show contributed to the bass or damage. burden of proof that the bass or damage sould be attributed to one or more of the causes. The mart shall, however, be entitled to prove that the loss or damage are wholy or partly by one or more of these causes of these caused. The mart shall, however, be entitled to prove that the loss or damage awas not, in fact, caused wholy or partly by one or more or these causes or events. withstanding anything provided for in other clauses of these Conditions, if it can be proven the bass of damage occurred, the Carrier and the Werchant shall, as to the liability of Carrier be entitled to require such liability to be determinary terms and conditions, which kisons connot be departed from by private contract to the detiment of the calcingt and conditions, which kisons connot be departed from by private contract to the detiment of the calcingt and the source of contract to the detiment of the calcingt and contract the source that the loss of contract to the detiment of the calcingt and contract the source of the calcingt and conditions, which kisons connot be departed from by private contract to the detiment of the calcingt and the source of the calcingt and contract the source contract to the detiment of the calcingt and control to the source and the calcingt and co

  - - cannot be departed from by private contract be detriment of the claimant, and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if above mentioned regulations shall apply. In the proven where the loss or damage occurred, then the lability of the Carrier is according to the regulations remaindared under dual to 1.0 1 of the SLT.

### Responsibility of the Merchant

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- The efforts from any cause in connection with the Goods for Which the Cartier is the responsible. The Marchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature control without previously giving written notice of their nature and particular temperature control without previously giving written notice of their nature and the requirement stuffed by or on behalf of the Microhant, the Merchant turber undertakes that the transport equipment has been properly pre-cooled, that the Goods have been properly stuffed in the transport equipment and to be liable for any loss or damage to the Goods. The Carrier shall not be liable for any loss or damage to the Goods. The Carrier shall not be liable for any loss or damage to the Goods arising from defects. The Carrier shall not be liable for any loss or damage to the Goods arising from defects servaris shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerabed transport equipment in an efficient state. 11.6

Delay, Consequential Loss arrier does not undertake that the Goods shall arrive at any place at any particular time. The rshall in no circumstances be liable for any direct. Indirect or consequential loss or damage by delay, whether caused by unseaworthiness or negligence or any other cause whatsoever. It heless the Carrier is held liable due to computery national or international law for direct or t or consequential loss or damage caused by delay, such liability shall in no case exceed the for the transport covered by this document. 12 The Carr caus

## **13.** 13.1

Atters affecting Performance Carrier shall use reasonable endeavours to complete the transport and to deliver the ds at the place designated for delivery. If any time the performance of the contract as evidenced by this document is or will be cited by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, and if by e of Clause 51. The Carrier has no duby to complete the performance of the contract, the rier may elect to: 13.2

and on the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient

or deliver the Goods at the place designated for delivery. In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to show.

## **14.**

Limitation of liability Assessment of compensation for loss or damage to the Goods shall be made by reference to the value of such Goods at the place and time they are delivered to the Consignee or at the place and time when, in accordance with this B/L, they should have been so delivered. In case of partial besind/or damage compensation shall be assessed on a pro rata basis.

oment of the Goods are superseded by this Bill of Lading.

- The value of the Goods shall be determined according to the current commodily exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of Goods of the same kind where so the such prices, by reference to the normal value of Goods of the same kind be applied and with exception of Clause 10.8, the Carrier shall in no event be or become lable for any loss or damage to the Goods in an amount exceeding the equivalent of 666,67 SDR per package or unit or 2.00 SDR per klogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature or value of the Goods have been declared by the Shipper and accepted by the Carrier before the Goods have been declared by the Shipper and accepted by the Carrier holds the submitted of the B/L, then such declared value shall be the limit holds the submitted of the Good in an amount evidence freqit rate paid, and such value is stated on the B/L, then such declared value shall be the limit holds the carrier shall be limited to an amount evidence of a submitted transport does not, where the respective transport equipment is loaded with more than one package or onit, the packages or units enumerated in this B/L as package in such transport equipment shall be considered as one package or one unit. Except as aforesaid, each therasport equipment shall be considered as one package or amount gevident to the actual loss the Merchanic II. assoc Carrier Is lable for an amount greater than the actual loss to the Merchani. In *case Carrier Is bable* to an amount greater than the actual loss to the Merchanic II. the bard of the benefit of the benefit of the terniation to thabiting the state be the submet to the actual best benefit of the benefit of the terniation of liabity if it is proved that
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- and has compensated the Merchant, Carrier Decomes sources are encoded to the relevant goods. The Carrier is not entitled to the benefit of the Initiation of Itability if it is proved that the loss or damage resulted from a personal actor consistent of the Carrier done with the intent to cause such loss, damage would probably result. The defences and thirds of thirds of the initiation of this document shall apply in any action against the Carrier for loss or damage to the Goods, whether such action is founded in contract or in tort.

damage to the Goods, whether such action is founded in contract or in tort. **15.** US-Clause If this BL covers the Carriage of Goods to or from ports of the United States of America this B/L shall be subject to United States Carriage of Goods by Sea Act (US COGSA), which shall be subject to United States Carriage of Goods by Sea Act (US COGSA), which shall be incorporated herein, and the provisions of said Act shall govern before loading and after discharge and throughout the entire time the Goods are in the custody of the Carrier. If anything herein contained to be invalid or unenforceability of any other part or term of this B/L. Special mention is made of Section 1304(5) of US COGSA provisions of said Act, such circumstances shall not affect the validity or enforceability of any other part or term of this B/L. Special mention is made of Section 1304(5) of US COGSA providing that the Carrier's and/or the value of the Goods have been declared, in which case Clause 14.3 applies. Neither the Carrier nor the Vessel's float for any loss of amage to the Goods in an amount exceeding USS 500,-- per package lawid incore shipment and the declared value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless customary the decard value of the applicable tariff.

- appleable tariff.

  Dangerous, hazardous or noxious Goods / Livestock
  II i appares at any time that any Goods or any part thereof camot be carried safely,
  or for Goods of a flammable, explosive, corrosive, radioactive, noxious, hazardous,
  or for Goods of a flammable, explosive, corrosive, radioactive, noxious, hazardous,
  or beir nature and character, may at any time before discharge be landed at any
  to the Carrier or other Shippers or consignees, and, even if such disclosure be made,
  the Carrier or other Shippers or consignees, and, even if such disclosure be made,
  the Carrier nay, without incurring any liability, make the same disposition of such
  Goods, ii, in the opinion of the Carrier, they shall be or become dangerous or noxious
  to the Vessel or cargo, or besels and equipment, liabilities, intes civil penalties, and
  expenses (including, but not limited to, profits and expenses related to the
  carrier's insibility to us its vessels and equipment, liabilities, intes civil penalties, and
  expenses (including attorney's fees) suffered by the Carrier, caused in whole or in
  part by omission of full disclosure required by this clause or ty applicable law or
  regulations or by its failure to property pack, liable, or mark such Goods.
  Goods to be corried on deck or not) are carried without responsibility on the part
  of the Carrier's nabilities of the carrier's caused in whole or in
  the carrier's angle of whole or and the carrier's darking are sold penalties, and
  expenses (including attend or deck or not) are carried without responsibility on the part
  of the Carrier to kesor damage of white boever nature atting during carriage by set
  or of the Carrier's activity carrier's carries of the carrier's and the damage of the tower's date case incurred for any reason in connection with
  carriage of livestock.
  Mether carried on deck or not) are carried without responsibility on the part
  of the Carrier's additioned are case incurred for any reason in connection with
  carriage of livestock.
- 16.2

17. Notice of Loss or Damage Unless notice of loss or damage to the Goods and the general nature of it is given in writing to the Carrier or the person acting on its behalf at the place of delvery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof, or if the loss or damage is not adparent within three consecutive days thereafter such nerwould shall be prima face evidence of the delivery by the Carrier of the Goods as described in this document and the Carrier shall be discharged from all liability in respect of loss or damage to the Goods.

Carrier shall be discharged from all lability in respect of bes or damage to the Goods. **18.** Inspection of the Goods The Carrier shall be entitled - but under no obligation - to open any transport equipment or other package or unit at any time and bo inspect the contents. If it appears that the transport equipment or any part of thereof cannot stafely or properly be carried or carried further either at all or without incurring any additional expense or taking any measures in relation to the transport equipment or its contents or any part thereof, the Carrier may abandon the transport thereof and/or take any measures and/or incur any reasonable additional expense and/or any place which storage shall be deemed to constitute due delivery under this document. The Merchant shall indemrify the Carrier eqainst any reasonable additional expense and against all liability loss or damage arising therefrom.

# **19.** 19.1

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- Freight and Lien Freight salls be deemed fully earned on receipt of the Goods by the Carrier and shall be paid in any event and non-returnable. The Morchan's attention is drawn to the stpulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant taffic conditions. If no such stpulation as to devaluation exists or is applicable the following clause shall

- Confingencies relative to tregit and usages in services and the service scalar explanation as to devaluation exists or is applicable the following clause shall apply: If the currency in which freight and charges are quoted is devalued or re-valued between the date of the reight and charges are paid, then at freight and charges shall be adverted and the date when the freight and charges are paid, then at freight and charges shall be adverted and the said currency. When the Carrier has consented by payment in other currency than the above the said currency. When the Carrier has consented by payment in other currency within the date when the freight and charges are be paid at the highest saling rate of exchange for barker's sight draft current on the day when the freight is paid, the rate to be used will be the one in force on the last day the banks were open. For the purpose of verifying the freight basis, the Carrier reserves the right to have contents of transport equipment inspected in order to ascertain the weight, measurement, value or nature of the Goods. If on such inspection it is found that the declaration is not correct, it is agreed that without prevides to the right of the Carrier (inspection it charged to a value) be not correct in signal or during the right basis and charges are paided to the right charged or how the Marker's agreed that without declaration is and any other sum hang been stated on this document as the freight payable. All dues, taxes and charges levied on the Goods and other expenses in connection is a full be payable as fluidated damages to the Carrier notwithstanding any other sum hang been stated on this document as the freight payable. 19.3
- 19.4 19.5
- notwithstanding any other sum having been stated on this document as the freight payable. All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Morthant. Delivery and excharge fees at the port of destination are for account of the receivers. The Morchant Shall reinburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature by war, warlike operations, epidemics, strikes, government directions or force majeure. The Carrier shall have a len on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract canter of general everage contributions to whorsever due. The Carrier shall also have a len against the Merchant on the Goods and any document relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may evercise his len at any time and any place in his sole discretion, whether the ornghit to self the Coods by public action or private treaty, without notice to the Merchant. The Carrier's len shall survive delivery of the Goods.
  - Under the same pre-conditions the Agent stated on the front of this B/L shall have the same rights set out under clause 19.6.

- same rights set out under clause 19.6. **Miscellaneous Provisions** General average shall be adjusted at any port or place at the Carrier's option and to be estiled according to the York-Antwerp Fulses of 1974 (including amendment 1994), this covering all Coods whether carried on or under deck. The New Jason Clause as approved by BIMCO (The Baltic and International Maritime Council) is considered as incorporated into this B/L. The Merchant shall indermity the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection. Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior believery of the Goods. The Both-to-Blame Collision Clause as adopted by BIMCO is considered as incorporated into this B/L. Should any clause or part thereod shall be replaced by an effective clause or part thereod adopted as serving the purposes of the Carrier shall be replaced by an effective clause or part thereod adopted as serving the purposes of the Carrier and the Merchant. No servant, employee or agent of the carrier shall have power to waive or vary any of the terms interol unisis acut, variation is in writing and is specifically authorised or ratified in writing by the Carrier. 20.1
- 20.2 20.3
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# 14.3

		Operated by: Kingwood Logistics Lt	ctagon, 6 Sha Tsui Road,	
Consignee		Bill of Lading Numbe	er:	
		No. of rider pages:		
Notify Party				
		RECEIVED the Goods or the transportation equipment in apparent good orde and condition, except as otherwise indicated, to be transported, delivered o transhipped as provided herein. All of the provisions written, printed or stamped on either side hereof are part of this Bill of Lading - contract.		
Also Notify (For Mercha	ant's reference only)	Delivery Agent		
Combined Transport - Place of Receipt	Pre-Carriage by		Port of Loading	
Vessel / Voyage-No.	Port of Discharge		Combined Transport - Place of Delivery	
bove particulars as declared by shipper unless declared	ed otherwise!			
CEANFREIGHT and CHARGES		COLLECT	No. of Original B(s)/L Service Type/Mode	Freight Payable at
DCEANFREIGHT and CHARGES lates, Weight and / or Measurement subject to correct		COLLECT	Service Type/Mode	Freight Payable at
bove particulars as declared by shipper unless declared DCEANFREIGHT and CHARGES Bates, Weight and / or Measurement subject to correct COTAL AMOUNT DUE: Corract AMOUNT DUE: Carrier assumes liability for Package(s) IOTICE: The Laws and/or International Conventions ap ind/or Combined Transport Shipments are limiting neorporation into this Bill of Lading the Carrier's liability 'ackage or customary freight unit, unless the Merchant of alue below and pays the Carrier's ad valorem freight rate	ion PREPAID tendered by Merchant. plicable to Port-to-Port by virtue and/or by to certain amounts per declares a higher cargo	COLLECT SHIPPED ON BOAI PLACE AND DATE OF ISS issued by:	Service Type/Mode	the Carrier by its agents of original Bills of Lading as arme tenor and date, one of

# DACHSER Ocean Container Line Bill of Lading Terms and Conditions operated by: Kingwood Logistics Ltd., Unit 3208, 32/F, The Octagon, 6 Sha Tsui Road, Tsuen Wan, N.T., Hong Kor the stipulations, exceptions, terms and conditions on the face and back hereof and agrees that all agreements or relight engagements for th

**1.** 1.1

In accepting this B/L, the Merchant agrees to be bo

- 1.2
- 1.3 1.4
- General Provisions/Definitions .Carrier" means the Company stated on the front of this Bill of Lading (hereafter called 'BL') as being the carrier and by which or for which this BL is signed. "Agent" means the Company stated on the front of this BL as being the agent of the Carrier and having signed this BL for and on behalf of the Carrier. "Merchant" includes and means the Shipper, the Consignee, the receiver, the holder of this BL. the owner of the goods, any person having a present or future interest in the goods or any person acting any of the above mentioned persons. "Goods" includes the cargo supplied by the Merchant and includes any transport equipment (containers, trailers, wagons, refer or other special equipment, transportable tank, pallets, etc.) not supplied by or on behalf of the Carrier, "Shipper" means the person who concludes the transport contract with the Carrier. 1.5
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- 1.10 1.11
- "Bibger" means the perior who concludes the transport contract with the Carrier. "Consignee" means the perior entitled to receive the goods from the Carrier. "Consignee" means the whole of the transport periation and services undertaken or performed by or on behalf of the Carrier in respect of the Goods. "Port-to-Port shipment" arises only where the place of receipt and the place of delivery are not indicated on the front of this BL or if both are ports and the BL does not in the normation of the place of receipt and the place of delivery are not indicated on the front of this BL or if both are ports and the BL does not in the normation of the place of receipt and the place of delivery are not indicated on the front of this BL or if both are ports and the BL does not in the normation of the place of receipt and the place of receipt and the second "Vessel" or 'ship' means the vessel named on the face hereof. "Package" is the largest individual unit of partially or complexel covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including paletized units and each container stuffed and sealed by the Merchant or on its behalf, although the Merchant which is delivered and entrusted to carrier including paletized units and each container stuffed and sealed by the merchant or on its behalf, although the Merchant may have furnished a description of the content of second beautor on this BL. The provisions set out and referred to in this BL is parformed by one mode of performance of the one mode transport and which are incidential to such transport on ot constitute a different mode of transport of the purposes of this BL. Scope / Issuance 1.12
- **2.** 2.1
- do not constitute a different mode of transport for the purposes of this B/L. **Scope / Issuance** By issuance of this B/L the Carrier undertakes to perform and/or to procure the performance of the entire transport, from the place at which the goods are taken in charge to the place of delivery designated in this B/L. The Carrier may at any time and whicut notice to the Microtice of the most direct or advertised or customary route and proceed by any route or in any place of discharge or in a direction contrary thereto or return to the original place and/or port of departure. load and unload the Goods at any place, land or store them either on shore or alload, transfer, transfip, reship or forward them at any place or port dydock a vases with or without cargo on board. The rights set out under Clause 2.1 may be invoked by the Carrier for any purpose whistadions. Any the preaking down and condance with Clausing with or videous thatdows. 2.2

### Time bar

I ITTE Dat arrier shal, unless otherwise expressly agreed, be relieved of all liability under these ions unless suit is brought within 9 months (unless mandatory law provides something nt) after the discharge or delivery of the Goods or the date when the Goods should seen delivered, whichever kind of transport applies as described in this B/L.

4. Warranty The Merchant warrants that by agreeing to the terms hereof, he is or has the authority of or is the agent of the person owning or being entitled to possession of the Goods or any other person who has a present or future interest in the Goods.

Law and Jurisdiction n or dispute under this B/L shall be determined by the law and courts of Hong ecial Administrative Region of the People's Republic of China.

### Negotiability and Title to the Goods

This BL shall be non-negotable unless made out "to order" in which event it shall be negotable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described. This BL shall be prime lace evidence of the taking in charge by the Carrier of the admissible when this BL has been negotable or transferred for valuable consideration to a third party acting in good faith. 6.2

Sub-Contracting The Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, warehousing or carriage of the Goods and all duties undertaken by the Carrier in relation to the Goods.

# Exemptions and Immunities of Servants, Agents and other Sub-Contractors

- Exemptions and Immunities of Servants, Agents and other Sub-Contractors The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including but not limited by the Carrier's servants or agents, any independent contractor and his servants or agents, and all other by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage, unless otherwise agreed by Carrier. If any claim or allegion should nevertheless be made, the Merchant shall defaud, intribut prevalues the foregoing, are regarded on the server that and provisions herein, as if such provisions were expressly for their benefit. In entering into this contract the Carrier to the extent of those provisions, does so not only on its behalf but also as egent and rustee for such persons. The Merchant shall defaud, indemnity and hold harmless the Carrier against any claim of liability (and any expense arising thereform) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this B/L. 8.1
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### **9.** 9.1

- this B/L. **Methods and Routes of Transportation / Delivery** The Carrier is milded to perform the transport in any reasonable manner and by any reasonable means, methods and routes. The Carrier resorves the right to determine whether Goods and livestock shal be carried on deck, on an open fary, on an open trailer or an open railway wagon. Goods, wich are stated herein to be carried on deck or on open torries, trailers or railway wagons and livestock may be carried on deck or on open torries, trailers or railway wagons and livestock may be carried on deck or on open torries, trailers or nopen trailer or an open railway wagon, and livestock shal be open trailer or an open railway wagon, and i so they are carried without whether a could by interventions or negleptical of containers, the values containers, flat rack containers, reeler containers, open-top containers, tank containers, etc.) The Carrier shall have the right to deliver the Goods or part thereod at any such port or place at the sole risk and expense of the Merchant. Any mention in this B/L of parties to be notified of the arrival of the Goods or beart thereod at any such port carrier's resolution to the other thal to the work the torreador to the carrier in any Carrier's resolution of the source when delivery thas been made to the Werchant, any port or places when delivery thas been made to the Werchant, any port or places when delivery thas been made to the Werchant, any person authorised by Werchant to receive the Goods or or in may manner or to any other preson in accordance with the custom and usage of the spin of the Goods should memain in Carrier's custody after discharge from the ship and 9.2
- 9.3
- 9.4 9.5
- any other person in accordance with the custom and usage of the port of discharge. If Goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Warchant, after notice, within the time allowed in Carrier's applicable tariff, the Goods may be considered to have been delivered to Merchant, and, at Carrier's option, may be stored in the open or under cover at Merchant sequence. The store sequence option the Goods will become deletroirend, decayed or wortheses, the Carrier's option of the Goods will become deletroirend, decayed or wortheses, the Carrier's and expense of the Merchant. The Carrier may receive Goods in less than Full Container Load amounts and may in its absolute discretion, repack, transport and deliver the Goods as Full Container Loads. In such instance, the Carrier shall not be liable to Merchant for any dangees or costs attributable to such action or any revenues or contributions received. 9.6 9.7

### Responsibility of the Carrier 10. (A) 10.1

PertoPort Shipment When the Carriage called for by this document is a Port-to-Port Shipment, then during any time when the Carrier has any responsibility by law or otherwise with respect to the Goods, the lability of the Carrier for loss of and damage to the Goods shall be determined in accordance with any national law making the Hague Rules compulsory applicable to this Bit. Including the UK Carriage for Owner Carriage (Caoc), the (1980) of Canada. If no such has (Including compulsority applicable, then in accordance with the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills Carding dated 25<sup>th</sup> August 1924, or the said Hague Rules as amended by the

- protocol (Hague Visby Rules dated 1968) shall be compulsorily applicable to this contract. If the whole of the Carriage undertaken by the Carrier is limited to Carriage from a Container Yard (CV) or Container Freight Station (CFS) in or immediately adjacent to the sea terminal at discharge, the tability of the Carrier's shall be determined by the Hague Pulses, or the Hague Visby Rules respectively as mentioned under Clause 10.1 here before or whether the loss or subsequent thereto. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. **Direct** Transport. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. **Direct** Transport. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. The Carrier shall be label for loss or damage to the Goods goods of an and the woroglu act or neglect of the Shipper or Consignee b) compliance with the instructions of the person entitled to give them of the lack of or defective condition of packing in the case of Goods which by their nature are label to wastage or to be damaged when not (adequately) packed d) handing, loading, stading, stading, of the Goods by the Shipper, the Carrier give or imacique of marks or numbers on the Goods, coverings, or unit loads. 10.2
- 10.3 (B) C 10.4
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  - Insuments of inneutopacy of marks of numbers on the Goods, coverings, or unit loads strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general an act, neglect or default in the navigation of a ship occurring during Carriage by g)
  - h)
  - water fire occurring during Carriage by water, unless the fire was caused by the actual fault or privity of the Carrier or the water carrier or by lack of exercise of due diligence to make the vessel seaworthy, properly to man, equip and supply the vessel or to make her it and safe for the reception, carriage and preservation of the i)

  - dilgence to make the vessel serververy, property or terms of the vessel or to make her fit and safe for the reception, carriage and preservation of the Goods. a nuclear incident, if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear anergy. any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable dilgence. In close of 10.4 the currier is not liable any liability in respect to some for which it is liability in respect to some for the causes or which it is under this Cause show contributed to the bass or damage. burden of proof that the bass or damage sould be attributed to one or more of the causes. The mart shall, however, be entitled to prove that the loss or damage are wholy or partly by one or more of these causes of these caused. The mart shall, however, be entitled to prove that the loss or damage awas not, in fact, caused wholy or partly by one or more or these causes or events. withstanding anything provided for in other clauses of these Conditions, if it can be proven the bass of damage occurred, the Carrier and the Werchant shall, as to the liability of Carrier be entitled to require such liability to be determinary terms and conditions, which kisons connot be departed from by private contract to the detiment of the calcingt and conditions, which kisons connot be departed from by private contract to the detiment of the calcingt and the source of contract to the detiment of the calcingt and contract the source that the loss of contract to the detiment of the calcingt and contract the source of the calcingt and conditions, which kisons connot be departed from by private contract to the detiment of the calcingt and the source of the calcingt and contract the source contract to the detiment of the calcingt and control to the source and the calcingt and co

  - - cannot be departed from by private contract be detriment of the claimant, and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if above mentioned regulations shall apply. In the proven where the loss or damage occurred, then the lability of the Carrier is according to the regulations remaindared under dual to 1.0 1 of the SLT.

### Responsibility of the Merchant

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- The efforts from any cause in connection with the Goods for Which the Cartier is the responsible. The Marchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature control without previously giving written notice of their nature and particular temperature control without previously giving written notice of their nature and the requirement stuffed by or on behalf of the Microhant, the Merchant turber undertakes that the transport equipment has been properly pre-cooled, that the Goods have been properly stuffed in the transport equipment and to be liable for any loss or damage to the Goods. The Carrier shall not be liable for any loss or damage to the Goods. The Carrier shall not be liable for any loss or damage to the Goods arising from defects. The Carrier shall not be liable for any loss or damage to the Goods arising from defects servaris shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerabed transport equipment in an efficient state. 11.6

Delay, Consequential Loss arrier does not undertake that the Goods shall arrive at any place at any particular time. The rshall in no circumstances be liable for any direct. Indirect or consequential loss or damage by delay, whether caused by unseaworthiness or negligence or any other cause whatsoever. It heless the Carrier is held liable due to computery national or international law for direct or t or consequential loss or damage caused by delay, such liability shall in no case exceed the for the transport covered by this document. 12 The Carr caus

## **13.** 13.1

Atters affecting Performance Carrier shall use reasonable endeavours to complete the transport and to deliver the ds at the place designated for delivery. If any time the performance of the contract as evidenced by this document is or will be cited by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, and if by e of Clause 51. The Carrier has no duby to complete the performance of the contract, the rier may elect to: 13.2

and on the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient

or deliver the Goods at the place designated for delivery. In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to show.

## **14.**

Limitation of liability Assessment of compensation for loss or damage to the Goods shall be made by reference to the value of such Goods at the place and time they are delivered to the Consignee or at the place and time when, in accordance with this B/L, they should have been so delivered. In case of partial besind/or damage compensation shall be assessed on a pro rata basis.

oment of the Goods are superseded by this Bill of Lading.

- The value of the Goods shall be determined according to the current commodily exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of Goods of the same kind where so the such prices, by reference to the normal value of Goods of the same kind be applied and with exception of Clause 10.8, the Carrier shall in no event be or become lable for any loss or damage to the Goods in an amount exceeding the equivalent of 666,67 SDR per package or unit or 2.00 SDR per klogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature or value of the Goods have been declared by the Shipper and accepted by the Carrier before the Goods have been declared by the Shipper and accepted by the Carrier holds the submitted of the B/L, then such declared value shall be the limit holds the submitted of the Good in an amount evidence freqit rate paid, and such value is stated on the B/L, then such declared value shall be the limit holds the carrier shall be limited to an amount evidence of a submitted transport does not, where the respective transport equipment is loaded with more than one package or onit, the packages or units enumerated in this B/L as package in such transport equipment shall be considered as one package or one unit. Except as aforesaid, each therasport equipment shall be considered as one package or amount gevident to the actual loss the Merchanic II. assoc Carrier Is lable for an amount greater than the actual loss to the Merchani. In *case Carrier Is bable* to an amount greater than the actual loss to the Merchanic II. the bard of the benefit of the benefit of the terniation to thabiting the state be the submet to the actual best benefit of the benefit of the terniation of liabity if it is proved that
- 14.4 14.5
- 14.6
- and has compensated the Merchant, Carrier Decomes sources are encoded to the relevant goods. The Carrier is not entitled to the benefit of the Initiation of Itability if it is proved that the loss or damage resulted from a personal actor consistent of the Carrier done with the intent to cause such loss, damage would probably result. The defences and thirds of thirds of the initiation of this document shall apply in any action against the Carrier for loss or damage to the Goods, whether such action is founded in contract or in tort.

damage to the Goods, whether such action is founded in contract or in tort. **15.** US-Clause If this BL covers the Carriage of Goods to or from ports of the United States of America this B/L shall be subject to United States Carriage of Goods by Sea Act (US COGSA), which shall be subject to United States Carriage of Goods by Sea Act (US COGSA), which shall be incorporated herein, and the provisions of said Act shall govern before loading and after discharge and throughout the entire time the Goods are in the custody of the Carrier. If anything herein contained to be invalid or unenforceability of any other part or term of this B/L. Special mention is made of Section 1304(5) of US COGSA provisions of said Act, such circumstances shall not affect the validity or enforceability of any other part or term of this B/L. Special mention is made of Section 1304(5) of US COGSA providing that the Carrier's and/or the value of the Goods have been declared, in which case Clause 14.3 applies. Neither the Carrier nor the Vessel's float for any loss of amage to the Goods in an amount exceeding USS 500,-- per package lawid incore shipment and the declared value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless customary the decard value of the applicable tariff.

- appleable tariff.

  Dangerous, hazardous or noxious Goods / Livestock
  II i appares at any time that any Goods or any part thereof camot be carried safely,
  or for Goods of a flammable, explosive, corrosive, radioactive, noxious, hazardous,
  or for Goods of a flammable, explosive, corrosive, radioactive, noxious, hazardous,
  or beir nature and character, may at any time before discharge be landed at any
  to the Carrier or other Shippers or consignees, and, even if such disclosure be made,
  the Carrier or other Shippers or consignees, and, even if such disclosure be made,
  the Carrier nay, without incurring any liability, make the same disposition of such
  Goods, ii, in the opinion of the Carrier, they shall be or become dangerous or noxious
  to the Vessel or cargo, or besels and equipment, liabilities, intes civil penalties, and
  expenses (including, but not limited to, profits and expenses related to the
  carrier's insibility to us its vessels and equipment, liabilities, intes civil penalties, and
  expenses (including attorney's fees) suffered by the Carrier, caused in whole or in
  part by omission of full disclosure required by this clause or ty applicable law or
  regulations or by its failure to property pack, liable, or mark such Goods.
  Goods to be corried on deck or not) are carried without responsibility on the part
  of the Carrier's nabilities of the carrier's caused in whole or in
  the carrier's angle of whole or and the carrier's darking are sold penalties, and
  expenses (including attend or deck or not) are carried without responsibility on the part
  of the Carrier to kesor damage of white boever nature atting during carriage by set
  or of the Carrier's activity carrier's carries of the carrier's and the damage of the tower's date case incurred for any reason in connection with
  carriage of livestock.
  Mether carried on deck or not) are carried without responsibility on the part
  of the Carrier's additioned are case incurred for any reason in connection with
  carriage of livestock.
- 16.2

17. Notice of Loss or Damage Unless notice of loss or damage to the Goods and the general nature of it is given in writing to the Carrier or the person acting on its behalf at the place of delvery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof, or if the loss or damage is not adparent within three consecutive days thereafter such nerwould shall be prima face evidence of the delivery by the Carrier of the Goods as described in this document and the Carrier shall be discharged from all liability in respect of loss or damage to the Goods.

Carrier shall be discharged from all lability in respect of bes or damage to the Goods. **18.** Inspection of the Goods The Carrier shall be entitled - but under no obligation - to open any transport equipment or other package or unit at any time and bo inspect the contents. If it appears that the transport equipment or any part of thereof cannot stafely or properly be carried or carried further either at all or without incurring any additional expense or taking any measures in relation to the transport equipment or its contents or any part thereof, the Carrier may abandon the transport thereof and/or take any measures and/or incur any reasonable additional expense and/or any place which storage shall be deemed to constitute due delivery under this document. The Merchant shall indemrify the Carrier eqainst any reasonable additional expense and against all liability loss or damage arising therefrom.

# **19.** 19.1

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- 19.2
- Freight and Lien Freight salls be deemed fully earned on receipt of the Goods by the Carrier and shall be paid in any event and non-returnable. The Morchan's attention is drawn to the stpulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant taffic conditions. If no such stpulation as to devaluation exists or is applicable the following clause shall

- Confingencies relative to tregit and usages in services and the service scalar explanation as to devaluation exists or is applicable the following clause shall apply: If the currency in which freight and charges are quoted is devalued or re-valued between the date of the reight and charges are paid, then at freight and charges shall be adverted and the date when the freight and charges are paid, then at freight and charges shall be adverted and the said currency. When the Carrier has consented by payment in other currency than the above the said currency. When the Carrier has consented by payment in other currency within the date when the freight and charges are be paid at the highest saling rate of exchange for barker's sight draft current on the day when the freight is paid, the rate to be used will be the one in force on the last day the banks were open. For the purpose of verifying the freight basis, the Carrier reserves the right to have contents of transport equipment inspected in order to ascertain the weight, measurement, value or nature of the Goods. If on such inspection it is found that the declaration is not correct, it is agreed that without prevides to the right of the Carrier (inspection it charged to a value) be not correct in signal or during the right basis and charges are paided to the right charged or how the Marker's agreed that without declaration is and any other sum hang been stated on this document as the freight payable. All dues, taxes and charges levied on the Goods and other expenses in connection is a full be payable as fluidated damages to the Carrier notwithstanding any other sum hang been stated on this document as the freight payable. 19.3
- 19.4 19.5
- notwithstanding any other sum having been stated on this document as the freight payable. All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Morthant. Delivery and excharge fees at the port of destination are for account of the receivers. The Morchant Shall reinburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature by war, warlike operations, epidemics, strikes, government directions or force majeure. The Carrier shall have a len on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract canter of general everage contributions to whorsever due. The Carrier shall also have a len against the Merchant on the Goods and any document relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may evercise his len at any time and any place in his sole discretion, whether the ornghit to self the Coods by public action or private treaty, without notice to the Merchant. The Carrier's len shall survive delivery of the Goods.
  - Under the same pre-conditions the Agent stated on the front of this B/L shall have the same rights set out under clause 19.6.

- same rights set out under clause 19.6. **Miscellaneous Provisions** General average shall be adjusted at any port or place at the Carrier's option and to be estiled according to the York-Antwerp Fulses of 1974 (including amendment 1994), this covering all Coods whether carried on or under deck. The New Jason Clause as approved by BIMCO (The Baltic and International Maritime Council) is considered as incorporated into this B/L. The Merchant shall indermity the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection. Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior believery of the Goods. The Both-to-Blame Collision Clause as adopted by BIMCO is considered as incorporated into this B/L. Should any clause or part thereod shall be replaced by an effective clause or part thereod adopted as serving the purposes of the Carrier shall be replaced by an effective clause or part thereod adopted as serving the purposes of the Carrier and the Merchant. No servant, employee or agent of the carrier shall have power to waive or vary any of the terms interol unisis acut, variation is in writing and is specifically authorised or ratified in writing by the Carrier. 20.1
- 20.2 20.3
- 20.4 20.5
- 20.6

# 14.3

Shipper		Operated by: Kingwood Logistics Lt	ctagon, 6 Sha Tsui Road	
Consignee		Bill of Lading Number	er:	
		No. of rider pages:		
Notify Party		-		
		RECEIVED the Goods or the transportation equipment in apparent good orde and condition, except as otherwise indicated, to be transported, delivered o transhipped as provided herein. All of the provisions written, printed or stamped on either side hereof are part of this Bill of Lading - contract.		
Also Notify (For Mercha	nt's reference only)	Delivery Agent		
Combined Transport - Place of Receipt	Pre-Carriage by		Port of Loading	
Vessel / Voyage-No.	Port of Discharge		Combined Transport - Place of Delivery	
bove particulars as declared by shipper unless declared	ed otherwise!			
CEANFREIGHT and CHARGES		COLLECT	No. of Original B(s)/L Service Type/Mode	Freight Payable at
CEANFREIGHT and CHARGES lates, Weight and / or Measurement subject to correct		COLLECT	Service Type/Mode	Freight Payable at
Above particulars as declared by shipper unless declared DCEANFREIGHT and CHARGES Rates, Weight and / or Measurement subject to correction CTAL AMOUNT DUE: Carrier assumes liability for Package(s) ROTICE: The Laws and/or International Conventions appind/or Combined Transport Shipments are limiting the proportion into this Bill of Lading the Carrier's liability 'ackage or customary freight unit, unless the Merchant or alue below and pays the Carrier's ad valorem freight rate	tendered by Merchant. plicable to Port-to-Port by virtue and/or by to certain amounts per declares a higher cargo	COLLECT SHIPPED ON BOAI PLACE AND DATE OF ISS issued by:	Service Type/Mode	; the Carrier by its agents f original Bills of Lading as ame tenor and date, one of

# DACHSER Ocean Container Line Bill of Lading Terms and Conditions operated by: Kingwood Logistics Ltd., Unit 3208, 32/F, The Octagon, 6 Sha Tsui Road, Tsuen Wan, N.T., Hong Kor the stipulations, exceptions, terms and conditions on the face and back hereof and agrees that all agreements or relight engagements for th

**1.** 1.1

In accepting this B/L, the Merchant agrees to be bo

- 1.2
- 1.3 1.4
- General Provisions/Definitions .Carrier" means the Company stated on the front of this Bill of Lading (hereafter called 'BL') as being the carrier and by which or for which this BL is signed. "Agent" means the Company stated on the front of this BL as being the agent of the Carrier and having signed this BL for and on behalf of the Carrier. "Merchant" includes and means the Shipper, the Consignee, the receiver, the holder of this BL. the owner of the goods, any person having a present or future interest in the goods or any person acting any of the above mentioned persons. "Goods" includes the cargo supplied by the Merchant and includes any transport equipment (containers, trailers, wagons, refer or other special equipment, transportable tank, pallets, etc.) not supplied by or on behalf of the Carrier, "Shipper" means the person who concludes the transport contract with the Carrier. 1.5
- 1.6 1.7
- 1.8
- 1.9
- 1.10 1.11
- "Bibger" means the perior who concludes the transport contract with the Carrier. "Consignee" means the perior entitled to receive the goods from the Carrier. "Consignee" means the whole of the transport periation and services undertaken or performed by or on behalf of the Carrier in respect of the Goods. "Port-to-Port shipment" arises only where the place of receipt and the place of delivery are not indicated on the front of this BL or if both are ports and the BL does not in the normation of the place of receipt and the place of delivery are not indicated on the front of this BL or if both are ports and the BL does not in the normation of the place of receipt and the place of delivery are not indicated on the front of this BL or if both are ports and the BL does not in the normation of the place of receipt and the place of receipt and the second "Vessel" or 'ship' means the vessel named on the face hereof. "Package" is the largest individual unit of partially or complexel covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including paletized units and each container stuffed and sealed by the Merchant or on its behalf, although the Merchant which is delivered and entrusted to carrier including paletized units and each container stuffed and sealed by the merchant or on its behalf, although the Merchant may have furnished a description of the content of second beautor on this BL. The provisions set out and referred to in this BL is parformed by one mode of performance of the one mode transport and which are incidential to such transport on ot constitute a different mode of transport of the purposes of this BL. Scope / Issuance 1.12
- **2.** 2.1
- do not constitute a different mode of transport for the purposes of this B/L. **Scope / Issuance** By issuance of this B/L the Carrier undertakes to perform and/or to procure the performance of the entire transport, from the place at which the goods are taken in charge to the place of delivery designated in this B/L. The Carrier may at any time and whicut notice to the Microtice of the most direct or advertised or customary route and proceed by any route or in any place of discharge or in a direction contrary thereto or return to the original place and/or port of departure. load and unload the Goods at any place, land or store them either on shore or alload, transfer, transfip, reship or forward them at any place or port dydock a vases with or without cargo on board. The rights set out under Clause 2.1 may be invoked by the Carrier for any purpose whistadions. Any the preaking down and condance with Clausing with or videous thatdows. 2.2

### Time bar

I ITTE Dat arrier shal, unless otherwise expressly agreed, be relieved of all liability under these ions unless suit is brought within 9 months (unless mandatory law provides something nt) after the discharge or delivery of the Goods or the date when the Goods should seen delivered, whichever kind of transport applies as described in this B/L.

4. Warranty The Merchant warrants that by agreeing to the terms hereof, he is or has the authority of or is the agent of the person owning or being entitled to possession of the Goods or any other person who has a present or future interest in the Goods.

Law and Jurisdiction n or dispute under this B/L shall be determined by the law and courts of Hong ecial Administrative Region of the People's Republic of China.

### Negotiability and Title to the Goods

This BL shall be non-negotable unless made out "to order" in which event it shall be negotable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described. This BL shall be prime lace evidence of the taking in charge by the Carrier of the admissible when this BL has been negotable or transferred for valuable consideration to a third party acting in good faith. 6.2

Sub-Contracting The Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, warehousing or carriage of the Goods and all duties undertaken by the Carrier in relation to the Goods.

# Exemptions and Immunities of Servants, Agents and other Sub-Contractors

- Exemptions and Immunities of Servants, Agents and other Sub-Contractors The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including but not limited by the Carrier's servants or agents, any independent contractor and his servants or agents, and all other by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage, unless otherwise agreed by Carrier. If any claim or allegion should nevertheless be made, the Merchant shall defaud, intribut prevalues the foregoing, are regarded on the server that and provisions herein, as if such provisions were expressly for their benefit. In entering into this contract the Carrier to the extent of those provisions, does so not only on its behalf but also as egent and rustee for such persons. The Merchant shall defaud, indemnity and hold harmless the Carrier against any claim of liability (and any expense arising thereform) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this B/L. 8.1
- 8.2
- 8.3

### **9.** 9.1

- this B/L. **Methods and Routes of Transportation / Delivery** The Carrier is milded to perform the transport in any reasonable manner and by any reasonable means, methods and routes. The Carrier resorves the right to determine whether Goods and livestock shal be carried on deck, on an open fary, on an open trailer or an open railway wagon. Goods, wich are stated herein to be carried on deck or on open torries, trailers or railway wagons and livestock may be carried on deck or on open torries, trailers or railway wagons and livestock may be carried on deck or on open torries, trailers or nopen trailer or an open railway wagon, and livestock shal be open trailer or an open railway wagon, and i so they are carried without whether a could by interventions or negleptical of containers, the values containers, flat rack containers, reeler containers, open-top containers, tank containers, etc.) The Carrier shall have the right to deliver the Goods or part thereod at any such port or place at the sole risk and expense of the Merchant. Any mention in this B/L of parties to be notified of the arrival of the Goods or beart thereod at any such port carrier's resolution to the other thal to the work the torreador to the carrier in any Carrier's resolution of the source when delivery thas been made to the Werchant, any port or places when delivery thas been made to the Werchant, any port or places when delivery thas been made to the Werchant, any person authorised by Werchant to receive the Goods or or in may manner or to any other preson in accordance with the custom and usage of the spin of the Goods should memain in Carrier's custody after discharge from the ship and 9.2
- 9.3
- 9.4 9.5
- any other person in accordance with the custom and usage of the port of discharge. If Goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Warchant, after notice, within the time allowed in Carrier's applicable tariff, the Goods may be considered to have been delivered to Merchant, and, at Carrier's option, may be stored in the open or under cover at Merchant sequence. The store sequence option the Goods will become deletroirend, decayed or wortheses, the Carrier's option of the Goods will become deletroirend, decayed or wortheses, the Carrier's and expense of the Merchant. The Carrier may receive Goods in less than Full Container Load amounts and may in its absolute discretion, repack, transport and deliver the Goods as Full Container Loads. In such instance, the Carrier shall not be liable to Merchant for any dangees or costs attributable to such action or any revenues or contributions received. 9.6 9.7

### Responsibility of the Carrier 10. (A) 10.1

PertoPort Shipment When the Carriage called for by this document is a Port-to-Port Shipment, then during any time when the Carrier has any responsibility by law or otherwise with respect to the Goods, the lability of the Carrier for loss of and damage to the Goods shall be determined in accordance with any national law making the Hague Rules compulsory applicable to this Bit. Including the UK Carriage for Owner Carriage (Caoc), the (1980) of Canada. If no such has (Including compulsority applicable, then in accordance with the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills Carding dated 25<sup>th</sup> August 1924, or the said Hague Rules as amended by the

- protocol (Hague Visby Rules dated 1968) shall be compulsorily applicable to this contract. If the whole of the Carriage undertaken by the Carrier is limited to Carriage from a Container Yard (CV) or Container Freight Station (CFS) in or immediately adjacent to the sea terminal at discharge, the tability of the Carrier's shall be determined by the Hague Pulses, or the Hague Visby Rules respectively as mentioned under Clause 10.1 here before or whether the loss or subsequent thereto. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. **Direct** Transport. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. **Direct** Transport. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. The Carrier shall be label for loss or damage to the Goods from the time when the Goods are loaded on to the time they are discharged from the ship. The Carrier shall be label for loss or damage to the Goods goods of an and the woroglu act or neglect of the Shipper or Consignee b) compliance with the instructions of the person entitled to give them of the lack of or defective condition of packing in the case of Goods which by their nature are label to wastage or to be damaged when not (adequately) packed d) handing, loading, stading, stading, of the Goods by the Shipper, the Carrier give or imacique of marks or numbers on the Goods, coverings, or unit loads. 10.2
- 10.3 (B) C 10.4
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  - Insuments of inneutopacy of marks of numbers on the Goods, coverings, or unit loads strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general an act, neglect or default in the navigation of a ship occurring during Carriage by g)
  - h)
  - water fire occurring during Carriage by water, unless the fire was caused by the actual fault or privity of the Carrier or the water carrier or by lack of exercise of due diligence to make the vessel seaworthy, properly to man, equip and supply the vessel or to make her it and safe for the reception, carriage and preservation of the i)

  - dilgence to make the vessel serververy, property or terms of the vessel or to make her fit and safe for the reception, carriage and preservation of the Goods. a nuclear incident, if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear anergy. any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable dilgence. In close of 10.4 the currier is not liable any liability in respect to some for which it is liability in respect to some for the causes or which it is under this Cause show contributed to the bass or damage. burden of proof that the bass or damage sould be attributed to one or more of the causes. The mart shall, however, be entitled to prove that the loss or damage are wholy or partly by one or more of these causes of these caused. The mart shall, however, be entitled to prove that the loss or damage awas not, in fact, caused wholy or partly by one or more or these causes or events. withstanding anything provided for in other clauses of these Conditions, if it can be proven the bass of damage occurred, the Carrier and the Werchant shall, as to the liability of Carrier be entitled to require such liability to be determinary terms and conditions, which kisons connot be departed from by private contract to the detiment of the calcingt and conditions, which kisons connot be departed from by private contract to the detiment of the calcingt and the source of contract to the detiment of the calcingt and contract the source that the loss of contract to the detiment of the calcingt and contract the source of the calcingt and conditions, which kisons connot be departed from by private contract to the detiment of the calcingt and the source of the calcingt and contract the source contract to the detiment of the calcingt and control to the source and the calcingt and co

  - - cannot be departed from by private contract be detriment of the claimant, and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if above mentioned regulations shall apply. In the proven where the loss or damage occurred, then the lability of the Carrier is according to the regulations remaindared under dual to 1.0 1 of the SLT.

### Responsibility of the Merchant

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- The efforts from any cause in connection with the Goods for Which the Cartier is the responsible. The Marchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature control without previously giving written notice of their nature and particular temperature control without previously giving written notice of their nature and the requirement stuffed by or on behalf of the Microhant, the Merchant turber undertakes that the transport equipment has been properly pre-cooled, that the Goods have been properly stuffed in the transport equipment and to be liable for any loss or damage to the Goods. The Carrier shall not be liable for any loss or damage to the Goods. The Carrier shall not be liable for any loss or damage to the Goods arising from defects. The Carrier shall not be liable for any loss or damage to the Goods arising from defects servaris shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerabed transport equipment in an efficient state. 11.6

Delay, Consequential Loss arrier does not undertake that the Goods shall arrive at any place at any particular time. The rshall in no circumstances be liable for any direct. Indirect or consequential loss or damage by delay, whether caused by unseaworthiness or negligence or any other cause whatsoever. It heless the Carrier is held liable due to computery national or international law for direct or t or consequential loss or damage caused by delay, such liability shall in no case exceed the for the transport covered by this document. 12 The Carr caus

## **13.** 13.1

Atters affecting Performance Carrier shall use reasonable endeavours to complete the transport and to deliver the ds at the place designated for delivery. If any time the performance of the contract as evidenced by this document is or will be cited by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, and if by e of Clause 51. The Carrier has no duby to complete the performance of the contract, the rier may elect to: 13.2

and on the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient

or deliver the Goods at the place designated for delivery. In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to show.

## **14.**

Limitation of liability Assessment of compensation for loss or damage to the Goods shall be made by reference to the value of such Goods at the place and time they are delivered to the Consignee or at the place and time when, in accordance with this B/L, they should have been so delivered. In case of partial besind/or damage compensation shall be assessed on a pro rata basis.

oment of the Goods are superseded by this Bill of Lading.

- The value of the Goods shall be determined according to the current commodily exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of Goods of the same kind where so the such prices, by reference to the normal value of Goods of the same kind be applied and with exception of Clause 10.8, the Carrier shall in no event be or become lable for any loss or damage to the Goods in an amount exceeding the equivalent of 666,67 SDR per package or unit or 2.00 SDR per klogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature or value of the Goods have been declared by the Shipper and accepted by the Carrier before the Goods have been declared by the Shipper and accepted by the Carrier holds the submitted of the B/L, then such declared value shall be the limit holds the submitted of the Good in an amount evidence freqit rate paid, and such value is stated on the B/L, then such declared value shall be the limit holds the carrier shall be limited to an amount evidence of a submitted transport does not, where the respective transport equipment is loaded with more than one package or onit, the packages or units enumerated in this B/L as package in such transport equipment shall be considered as one package or one unit. Except as aforesaid, each therasport equipment shall be considered as one package or amount gevident to the actual loss the Merchanic II. assoc Carrier Is lable for an amount greater than the actual loss to the Merchani. In *case Carrier Is bable* to an amount greater than the actual loss to the Merchanic II. the bard of the benefit of the benefit of the terniation to thabiting the state to the Nerchanic Is and the benefit of the benefit of the terniation of liabity if it is proved that
- 14.4 14.5
- 14.6
- and has compensated the Merchant, Carrier Decomes sources are encoded to the relevant goods. The Carrier is not entitled to the benefit of the Initiation of Itability if it is proved that the loss or damage resulted from a personal actor consistent of the Carrier done with the intent to cause such loss, damage would probably result. The defences and thirds of thirds of the initiation of this document shall apply in any action against the Carrier for loss or damage to the Goods, whether such action is founded in contract or in tort.

damage to the Goods, whether such action is founded in contract or in tort. **15.** US-Clause If this BL covers the Carriage of Goods to or from ports of the United States of America this B/L shall be subject to United States Carriage of Goods by Sea Act (US COGSA), which shall be subject to United States Carriage of Goods by Sea Act (US COGSA), which shall be incorporated herein, and the provisions of said Act shall govern before loading and after discharge and throughout the entire time the Goods are in the custody of the Carrier. If anything herein contained to be invalid or unenforceability of any other part or term of this B/L. Special mention is made of Section 1304(5) of US COGSA provisions of said Act, such circumstances shall not affect the validity or enforceability of any other part or term of this B/L. Special mention is made of Section 1304(5) of US COGSA providing that the Carrier's and/or the value of the Goods have been declared, in which case Clause 14.3 applies. Neither the Carrier nor the Vessel's float for any loss of amage to the Goods in an amount exceeding USS 500,-- per package lawid incore shipment and the declared value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless the nature and value of the Goods not shipped in packages, per customary frieght unit, unless customary the decard value of the applicable tariff.

- appleable tariff. Dangerous, hazardous or noxious Goods / Livestock II i appares an any time that any Goods or any part thereof camot be carried safely, or for Goods of a flammable, explosive, corrosive, radioactive, noxious, hazardous, nor for Goods of a flammable, explosive, corrosive, radioactive, noxious, hazardous, instable or dangerous, nature, shopped without ful dicolosire in writing to the Carrier as to their nature and character, may at any time before discharge be landed at any place, thrown overboard, destroyed or rendered innocuous without lability on the part of the Carrier or other Shippers or consignees, and, even if such disclosure be made, the Carrier nay, without incurring any liability, make the same disposition of such Goods, ii, in the opinion of the Carrier, they shall be or become dangerous or noxious to the Vessel or cargo, or to pesses hand equipment, liabilities, intes civil penalities, and expenses (including attorney's fees) suffered by this clause or ty applicable law or regulations or by its failure to property pack, lable, or mark such Goods. Goods to be corried on deck or not) are carried without responsibility on the part of the Carrier in subition of black Murchant's disposition and whiting carriage by sea or drive assock, whether carried on deck or not) are carried unitoring carriage by sea or drive assock, whether carried on deck or not) are carried unitor and houring carriage by sea or drive assock, whether carried on deck are access incurred for any reason in connection with carriar against all end any event as coss incurred for any reason in connection with carriar against all end any event access incurred for any reason in connection with carriar against all end any event access incurred for any reason in connection with carriar against all end any event access incurred for any reason in connection with carriage of livestock.
- 16.2

17. Notice of Loss or Damage Unless notice of loss or damage to the Goods and the general nature of it is given in writing to the Carrier or the person acting on its behalf at the place of delvery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof, or if the loss or damage is not adparent within three consecutive days thereafter such nerwould shall be prima face evidence of the delivery by the Carrier of the Goods as described in this document and the Carrier shall be discharged from all liability in respect of loss or damage to the Goods.

Carrier shall be discharged from all lability in respect of bes or damage to the Goods. **18.** Inspection of the Goods The Carrier shall be entitled - but under no obligation - to open any transport equipment or other package or unit at any time and bo inspect the contents. If it appears that the transport equipment or any part of thereof cannot stafely or properly be carried or carried further either at all or without incurring any additional expense or taking any measures in relation to the transport equipment or its contents or any part thereof, the Carrier may abandon the transport thereof and/or take any measures and/or incur any reasonable additional expense and/or any place which storage shall be deemed to constitute due delivery under this document. The Merchant shall indemrify the Carrier eqainst any reasonable additional expense and against all liability loss or damage arising therefrom.

# **19.** 19.1

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- 19.2
- Freight and Lien Freight salls be deemed fully earned on receipt of the Goods by the Carrier and shall be paid in any event and non-returnable. The Morchan's attention is drawn to the stpulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant taffic conditions. If no such stpulation as to devaluation exists or is applicable the following clause shall

- Confingencies relative to tregit and usages in services and the service scalar explanation as to devaluation exists or is applicable the following clause shall apply: If the currency in which freight and charges are quoted is devalued or re-valued between the date of the reight and charges are paid, then at freight and charges shall be adverted and the date when the freight and charges are paid, then at freight and charges shall be adverted and the said currency. When the Carrier has consented by payment in other currency than the above the said currency. When the Carrier has consented by payment in other currency within the date when the freight and charges are be paid at the highest saling rate of exchange for barker's sight draft current on the day when the freight is paid, the rate to be used will be the one in force on the last day the banks were open. For the purpose of verifying the freight basis, the Carrier reserves the right to have contents of transport equipment inspected in order to ascertain the weight, measurement, value or nature of the Goods. If on such inspection it is found that the declaration is not correct, it is agreed that without prevides to the right of the Carrier (inspection it charged to a value) be not correct in signal or during the right basis and charges are paided to the right charged or how the Marker's agreed that without declaration is and any other sum hang been stated on this document as the freight payable. All dues, taxes and charges levied on the Goods and other expenses in connection is a full be payable as fluidated damages to the Carrier notwithstanding any other sum hang been stated on this document as the freight payable. 19.3
- 19.4 19.5
- notwithstanding any other sum having been stated on this document as the freight payable. All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Morthant. Delivery and excharge fees at the port of destination are for account of the receivers. The Morchant Shall reinburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature by war, warlike operations, epidemics, strikes, government directions or force majeure. The Carrier shall have a len on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract canter of general everage contributions to whorsever due. The Carrier shall also have a len against the Merchant on the Goods and any document relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may evercise his len at any time and any place in his sole discretion, whether the ornghit to self the Coods by public action or private treaty, without notice to the Merchant. The Carrier's len shall survive delivery of the Goods.
  - Under the same pre-conditions the Agent stated on the front of this B/L shall have the same rights set out under clause 19.6.

- same rights set out under clause 19.6. **Miscellaneous Provisions** General average shall be adjusted at any port or place at the Carrier's option and to be estiled according to the York-Antwerp Fulses of 1974 (including amendment 1994), this covering all Goods whether carried on or under deck. The New Jason Clause as approved by BIMCO (The Baltic and International Maritime Council) is considered as incorporated Into this B/L. The Merchant shall indermity the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection. Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior believery of the Goods. The Both-to-Blame Collision Clause as adopted by BIMCO is considered as incorporated into this B/L. Should any clause or part thereod shall be replaced by an effective clause or part thereod adopted as serving the purposes of the Carrier shall be replaced by an effective clause or part thereod adopted as serving the purposes of the Carrier and the Merchant. No servant, employee or agent of the carrier shall have power to waive or vary any of the terms interol unless acch variaton is in writing and is specifically authorised or ratified in writing by the Carrier. 20.1
- 20.2 20.3
- 20.4 20.5
- 20.6

# 14.3