

1. DEFINITION "Merchant" Includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of the Bill of Lading and the Owner of the Goods.
2. APPLICABILITY Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this Bill of Lading shall also apply where the transport as described on the face of the Bill of Lading is performed by one mode of transport only and in such circumstances, the liability of the Carrier shall be limited to the part of the transport performed by him.
3. JURISDICTION All disputes arising under or in connection with this Bill of Lading shall be determined by Chinese law in the courts of the People's Republic of China.
4. CARRIER'S TARIFF The terms and conditions of the Carrier's Tariff applicable at the time of shipment are incorporated herein. Copies of the relevant provisions of the applicable tariff are obtainable from the Carrier upon request. In case of inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.
5. SUB-CONTRACTING DEFENCES AND LIMITS (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any other duties whatsoever undertaken by the carrier in relation to the goods.
(2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of them any liability whatsoever in connection with the goods and, if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent or sub-contractor shall have the benefit of all provisions contained herein benefiting the Carrier as if such provisions were expressly for their benefit and in entering into this contract, the Carrier, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants and sub-contractors.
(3) The expression, sub-contractor in this clause shall include direct and indirect, sub-contractors and their respective servants and agents.
(4) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the goods whether the action be founded in contract or in tort.
6. PERIOD OF RESPONSIBILITY The Carrier shall not be liable for loss of or damage to the goods occurring before receipt of the goods by the Carrier at the port of loading or the place of receipt or after delivery by the Carrier at the port of discharge or place of delivery.
7. CARRIER'S RESPONSIBILITY (1) In respect of Carrier's liabilities responsibilities rights and immunities, the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading signed at Brussels on August 25, 1924 shall be applied.
(2) The column "Final Destination" on the face hereof is solely for the purpose of the Merchant's reference and the ocean Carrier's responsibility in respect to the goods shall in all cases cease at the time of delivery of the Goods at the port of discharge or place of delivery.
8. AMOUNT OF COMPENSATION (1) When the Carrier is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the invoice value of the goods plus freight charges and insurance, if any.
(2) If there is no invoice value of the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered. The value of the goods shall be fixed according to the commodity exchange price, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
(3) Compensation shall not however exceed RMB 3 per kilo of gross weight of the goods lost or damaged.
(4) Higher compensation may be claimed only when with the consent of the Carrier the value of the goods declared by the Shipper which exceeds the limits laid down in this clause has been stated in this Bill of Lading, in that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
9. SPECIAL PROVISIONS (1) Notwithstanding any thing provided for in Clauses 7 and 8 of this Bill of Lading and Subject to Clause 7, if it can be proved where the loss or damage occurred the carrier and the merchant shall, as to the liability of the Carrier be entitled to require such liability to be determined by the provisions contained in any relevant international convention or national law which provisions
(a) cannot be departed from by private contract to the detriment of the Merchant and
(b) 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 such international convention or national law shall apply. Provided that an international convention or national law may be invoked as aforesaid only if it would have been applicable if the contract referred to in (b) above were governed.
i) where the loss or damage occurred between the time that the goods were received by the Carrier for transportation and the time that the goods were loaded at the port of loading, by the internal law of the state of the place of receipt, or
ii) where the loss or damage occurred during carriage by sea, by the internal law of the final port of discharge, or
iii) where the loss or damage occurred between the time that the goods were discharged at the final port of discharge and the time that the goods were delivered to the Merchant, by the internal law of the state of the place of delivery.
(2) If the loss or damage is proved to have occurred at sea or on inland waterways, the liability of the Carrier shall be limited to RMB 700 per package or unit.
(3) If the whole of the carriage undertaken by the Carrier is limited to carriage from a container yard (CY) or container freight station (CFS) in or immediately adjacent to the sea terminal at the port of loading to a CY or CFS in or immediately adjacent to the sea terminal at the port of discharge, the liability of the Carrier shall be determined by the national law which shall be applicable to the carriage by sea under paragraph (1) above or failing which the liability will be determined as per paragraph (2) above irrespective of whether the loss or damage is proved to have occurred during the period of carriage at sea or prior to subsequent thereof.
10. NOTICE OF CLAIM, TIME BAR (1) Unless notice of loss of or damage to the goods be given in writing to the Carrier at the time of the removal of the goods by the Merchant against this Bill of Lading at the port of discharge of the place of delivery such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading if the loss or damage be not apparent to the notice of claim shall be given in writing within seven (7) consecutive days thereafter. Such notice of claim however, is not required in case the merchant has verified the goods jointly with the Carrier.
(2) Subject to sub-clause (3) below, the Carrier shall be discharged of all liabilities under this Bill of Lading unless suit is brought in writing within nine months after delivery of the goods. In the case of total loss of the goods the period shall begin to run two months after the goods have been received for transportation.
(3) Notwithstanding sub-clause (2) above, if the whole of the carriage undertaken by the Carrier is limited to the carriage from a CY or CFS in or immediately adjacent to the sea terminal at the port of loading to a CY or CFS in or immediately adjacent to the sea terminal at the port of discharge, the Carrier shall be discharged from all liability whatsoever in respect of the goods unless suit is brought within one year of their delivery or of the date when they should have been delivered.
11. CARRIER'S CONTAINERS (1) The goods may be stowed by the Carrier in any type of container or similar article or transport used to consolidate goods.
(2) The Merchant shall assume full liability for and shall indemnify the Carrier against any loss of or damage to the Carrier's container(s) and other equipment(s) which occurs while in the possession or control of the Merchant, his agents or inland carriers engaged by or on behalf of the Merchant.
(3) The Carrier shall in no event be liable for any loss of or damage to property of other persons or injuries to other persons caused by the Carrier's container(s) or the contents thereof during handling by or while in the possession or control of the Merchant, his agents or inland carriers engaged by or on behalf of the merchant.
(4) Unless otherwise stated the herein described container(s) is/are supplied by the Carrier and the signing of this Bill of Lading is not a surrender of the ownership of the container.
12. SHIPPER-PACKED CONTAINER (1) If a container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by
(a) the manner in which the container has been filled, packed, stuffed or loaded or
(b) the unsuitability of the contents for carriage in containers or
(c) the unsuitability or defective condition of the container arising without any want of due diligence on the part of the Carrier to make the container reasonable fit for the purpose for which it is required or
(d) the unsuitability or defective condition of the container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the container was filled, packed, stuffed or loaded.
(2) Where the cargo has been packed into containers by or on behalf of the merchant it is expressly agreed that the number of such containers or similar articles of transport shown on the face hereof shall be considered as the number of the packages or freight units for the purpose of the application of the limitation of liability provided for herein.
(3) If the container is delivered by the Carrier with seals intact such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents thereof.
13. INSPECTION OF GOODS (1) The Carrier shall be entitled but under no obligation to open any container at any time and to inspect the contents if it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expenses or taking any measures in relation to the container or its contents or any part thereof, the carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to carry or to continue to carry or to store the same ashore or afloat under cover or in the open, at any place which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expenses so incurred.
(2) In case the seals of the container are broken by the customs or other authorities for inspection of the contents of the said container, the Carrier shall not be liable for any loss, damage, expenses or any other consequences arising or resulting therefrom.
14. DESCRIPTION OF GOODS MARKS (1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition except as otherwise noted of the total number of containers or other packages or units enumerated overleaf proof to the contrary shall, not be admissible when this Bill of Lading has been transferred to a third party acting in good faith.
(2) No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.
(3) The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the goods and packages by the Merchant before they are received by the Carrier in letters and numbers not less than 5cm high, together with the names of the part of discharge and place of delivery.
(4) The Merchant warrants to the Carrier that the description and particulars of the goods furnished by him are correct. The Merchant shall comply with all regulations or requirements of any customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts or expenses incurred or losses suffered by reason thereof or by reason of any illegal, incorrect, insufficient or inaccurate statement of such description and particulars, and indemnify the Carrier in respect thereof.
15. FREIGHT CHARGES AND PENALTY (1) Freight and charges shall be deemed fully earned on receipt of the goods by the Carrier and shall be paid and non-refundable in any event.
(2) The Merchant's attention is drawn to the stipulations 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 applicable tariff.
(3) The freight and charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier may at any time open any container of other package or unit in order to reweigh, remeasure or revalue the contents. If the weight, measurement and/or contents of such goods as stated in this Bill of Lading turn out to be inconsistent with that of the goods actually received and the freight and charges paid fall short of the amount which would have been due if such declaration had been correctly given, the Carrier is entitled to collect from the Merchant before delivery either five times of the amount of difference between the freight and charges for the goods actually shipped and that misstated or the amount of double the correct freight and/or charges less the amount paid whichever is smaller.
16. LIEN (1) The Carrier shall have a lien on the goods and any documents relating thereto for freight, dead freight, charges, demurrage and any other amount due under this Bill of Lading.
(2) For the purpose of such lien the Carrier shall be entitled to sell the goods by auction or otherwise at the Carrier's option if on the sale of the goods the proceeds fall to cover the amount due and charges incurred, the Carrier shall be entitled to recover the deficit from the Merchant.
17. DECK CARGO, LIVESTOCK AND PLANTS (1) The goods stowed in containers (other than flats, pallets or other similar articles) whether by the Carrier or the Merchant may be carried on or under deck without notice to the Merchant. Such goods (other than livestock and plants) whether carried on deck or under deck shall constitute under deck stowage for all purposes as stated hereof including general average.
(2) Goods (not being goods stowed in containers other than flats or pallets) which are stated herein to be carried on deck and livestock and plants are carrier at Merchant's risk and the Carrier shall not be liable for loss or damage of whatsoever nature arising during carriage by sea.
18. METHODS AND ROUTES OF TRANSPORTATION The Carrier may at any time during the carriage
(1) use any means of transport or storage whatsoever.
(2) transfer the goods from one conveyance to another including transshipment or carrying the same on another vessel than the vessel named overleaf or by any other means of transport whatsoever.
19. MATTERS AFFECTING PERFORMANCE (1) If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any war, blockade, piracy, epidemics, quarantine, ice strikes, congestion and any other causes or risks which cannot be avoided by the exercise of any reasonable endeavours, the Carrier may treat the performance of this contract as terminated and place the goods or any part thereof at the port of loading of place of receipt or any other port or place which the Carrier may deem safe and convenient and the contract of carriage shall be deemed to have been fulfilled, whereupon the responsibility of the Carrier in respect of such goods shall cease.
(2) Subject to sub-clause (1) above, the Carrier shall nevertheless be entitled to full freight and charges on the goods received for transportation and the Merchant shall pay any extra expenses incurred under the aforesaid circumstances.
20. DANGEROUS GOODS (1) The Carrier undertakes to carry the goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon the Carrier's acceptance of a prior written application by the Merchant for the carriage of such goods. Such application must accurately state the nature, name, label and classification of the goods as well as the method of rendering them innocuous, with the full names and addresses of the shipper and the consignee.
(2) The Merchant shall undertake that the nature of the goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents of certificates required by any applicable statutes or regulations or by the Carrier.
(3) Whenever the goods are discovered to have been received by the Carrier without complying with paragraphs (1) or (2) above or the goods are found to be contraband or prohibited by any laws or regulation of the port of loading, discharge or call or any place or waters during the transport, the Carrier shall be entitled to have such goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting therefrom.
(4) The Carrier may exercise or enjoy the right or benefit conferred upon the Carrier under the preceding paragraph whenever it is apprehended that the goods received in compliance with paragraphs (1) and (2) above become dangerous to the Carrier, vessel, cargo, persons and/or other property.
(5) The Carrier has the right to inspect the contents of the package(s) or container(s) at any time and anywhere without the merchant's agreement but only at the risk and expense of the Merchant.
21. SPECIAL CONTAINERS The Carrier shall not undertake to carry the goods in refrigerated, heated, insulated, ventilated or any other special containers, nor to carry special containers as such packed by or on behalf of the Merchant unless special arrangements for the carriage of such goods or containers have been agreed to in writing between the Carrier and the Merchant and noted on the face of this Bill of Lading and special freight as required has been paid. The Carrier shall not accept liability for the function of special containers supplied by or on behalf of the Merchant.
22. NOTIFICATION AND DELIVERY (1) Any mention in this Bill of Lading of parties to be notified of the arrival of the goods is solely for information of the Carrier and failure to give such notification shall not involve the carrier in any liability nor relieve the Merchant of any obligation hereunder.
(2) The Merchant shall take delivery of the goods within the time provided for in the Carrier's applicable tariff.
(3) If the Merchant fails to take delivery of the goods or part of them in accordance with this Bill of Lading, the Carrier may without notice unstow the goods or that part thereof and/or store the goods or that part thereof ashore, afloat in the open or under cover. Such storage shall constitute due delivery hereunder and thereupon all liability whatsoever of the Carrier in respect of the goods or that part thereof shall cease.
(4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable tariff, which is incorporated in this Bill of Lading.
(5) Goods will only be delivered in the container to the Merchant if all Bills of Lading in respect of the contents of the container have been surrendered authorizing delivery to a single Merchant at a single place of delivery. In the event this requirement is not fulfilled, the Carrier may unstow the container and deliver the goods in the event this requirement is not fulfilled, the Carrier may unstow the container and deliver the goods without the container to the Merchant. Such delivery shall constitute due delivery hereunder but will only be effected against payment by the Merchant of L.C.L. service charges and any charges appropriate to L.C.L. cargo (as laid down in the tariff) together with the actual costs incurred for any additional services rendered.
23. GENERAL AVERAGE General average, if any, is to be adjusted in the People's Republic of China according to "China Council for the Promotion of International Trade Provisional Rules for General Average Adjustment" dated January 1st, 1975.
24. BOTH-TO-BLAME-COLLISION If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or of the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of said goods paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to the colliding vessels or objects are at fault in respect of a collision, contact, stranding or other accident.
25. NEW JASON CLAUSE In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not for which, or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the goods, Shippers, Codegrinees or Owners of the goods shall contribute With the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salvage ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or Owners of the goods to the Carrier before delivery.
26. LOCAL CLAUSE U.S. TRADE As to the carriage of goods by sea from or to ports of the United States of America, in foreign trade, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein only for such carriage, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said act.