

Bill of Lading

Ship: _____
Shipper: _____
Consignee: _____
Port of loading: _____
Arrival notice should be sent to: _____
Port of discharge: _____
Final destination of goods: _____
Scope of the voyage: _____
Leading marks: _____
Quantity: _____
Description: _____
Gross weight: _____
Measurements: _____

Received by CARRIER, from the shipper, the goods or packages said to contain goods stated above in apparent good order or condition unless otherwise indicated in this bill of lading, to be transported subject to the terms of bill of lading with liberty to proceed via any port or ports within the scope of the voyage, to the port of discharge or as near thereto as the ship can safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges. If the goods in whole or in part are shut out from the ship stated above for any reason or cause, carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of this line, or, at carrier's option, of any other line.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations between the shipper, consignee, and the carrier, master and ship in every contingency, and in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, none of the terms shall be deemed to be waived by the carrier unless by express waiver in writing signed by a duly authorized agent of the carrier.

CARRIAGE OF GOODS BY SEA ACT OF THE UNITED STATES

This bill of lading incorporates the provisions of the Carriage of Goods by Sea Act of the United States, and amendments thereto, and nothing herein contained shall vary the rights, immunities or responsibilities of the carrier under the act. The provisions of the act shall govern before the goods are loaded on and after they are discharged from the ship and at all times that the goods are in custody of the carrier. The carrier shall have no liability when the goods are not in the actual custody of the carrier.

DEFINITION OF THE TERM "SHIP"

The word "ship" shall include:
substituted vessels; and, any craft, lighter or other means of conveyance owned, chartered or operated by the carrier, whether the owner, operator, charterer or master shall be acting as carrier or bailee.

DEFINITION OF THE TERM "SHIPPER"

The term "shipper" shall include the person named above, the holder of the bill of lading properly endorsed, and the person for whose account the goods are shipped.

DEFINITION OF THE TERM "CONSIGNEE"

The term "consignee" shall include the holder of the bill of lading and the receiver and owner of the goods.

DEFINITION OF THE TERM "CHARGES"

The term "charges" shall include freight and all expenses and monetary obligations incurred and payable by the goods, shipper, consignee, or any of them.

SCOPE OF VOYAGE

The scope of voyage herein contract shall include the usual or customary or advertised ports of call whether or not named in this bill of lading, also ports in and out of the advertised, geographical, usual or ordinary route or order, even though in so proceeding the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purposes of the current, prior or subsequent voyage. The ship may omit calling at any ports whether scheduled or not, and may call at the same port more than once; either with or without goods on board, and before or after proceeding toward the port of discharge, adjust compasses, dry docks, go on ways to repair yards, shift berths, take fuel or stores, remain in port, sail without pilots, tow or be towed, save or attempt to save life or property, and all of the foregoing are included in the contract voyage.

JUDGMENT OF CARRIER OR MASTER

In any situation, regardless of where or when, and whether existing or anticipated before commencement or during the voyage which in the judgment of the carrier or master is likely to give rise to: capture, seizure, detention, damage, disadvantage or loss of the ship or any part of the cargo; or, make it unsafe, imprudent or unlawful for any reason to begin or to continue the voyage; or, give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge, or, reaching or attempting to reach the usual place of discharge or attempting to discharge, may, without giving any prior notice, discharge the goods into depot, craft or other place, and the goods shall be liable for any extra expense thereby incurred; or the master may proceed directly or indirectly, proceed or return, to stop at such other port or place as he or the carrier may consider safe or advisable and discharge the goods, or any part thereof without giving any prior notice and, when landed as provided, the goods shall be at their own risk and expense. The delivery by carrier shall be considered complete and the carrier shall be free from any further responsibility to such goods except to send notice of the disposition of the goods directed to the shipper or consignee named in this bill of lading at any address specified herein; or the master may retain the cargo on board until the return trip or until such time as the master or the carrier thinks advisable; or the master may forward the goods by any means, whether or not by water, at the risk and expense of the goods. For any services rendered for goods as provided above, the carrier shall be entitled to a reasonable extra compensation.

The carrier, master or ship shall have the liberty to comply with any orders or directions as to loading, departure, arrival, ports of call, stoppage, discharge, destination or delivery given by: the government of any nation, or any persons or entities purporting to or acting under the color of law;

by any committee or person having, under the terms of war risk insurance on the ship, the right to give such orders or directions.

Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage.

CARRIAGE OF OTHER GOODS

The ship may carry contraband, explosives or other inflammables, hazardous cargo and may sail armed, unarmed, with or without a convoy.

DESCRIPTION OF THE GOODS

Unless otherwise stated herein, the description of the goods and the particulars of the package mentioned herein are those furnished in writing by the shipper, and these descriptions shall not be conclusive as to the carrier.

In addition, the quantity, weight, gauge, measurements, contents, leading marks, nature, quality or value shall not be established as to the carrier.

Single units or packages exceeding _____ pounds in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment or loading, handling, transshipping or discharging.

The weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably mark the same on the outside of the piece or package. The shipper and the goods shall also be liable for and shall indemnify the carrier in respect of any injuries, losses damages arising from the shipper's failure to declare and mark the weight of any such piece or package or from the incorrect weight of any such piece or package having been declared or marked thereon.

STOWAGE

Goods may be stored in: poops, forecastle, deck house, shelter dock, passenger space, or any other covered-in space commonly used in the trade for the carriage of goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect to goods carried on deck and stated herein to be so carried, all risks of loss or damage by perils inherent in such carriage shall be borne by the consignee, but in all other respect the custody and carriage of goods shall be governed by the terms of this bill of lading and the provisions stated in the Carriage of Goods by Sea Act. Specially heated or specially cooled stowage shall not be furnished unless contracted for at an increased freight rate.

LIVE ANIMALS

Live animals, birds and fish are received and carried at the shipper's risk of accident or mortality. The carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, subd 2, a to p inclusive of the Carriage of Goods by Sea Act or from any other cause not due to the fault of the carrier, any warranty of seaworthiness in the premises being hereby waived by the shipper. Except as provided above such shipment shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

COLLISION

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or claim whatsoever, of the owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

GENERAL AVERAGE

General Average shall be adjusted and payable at New York according to 1924 York-Antwerp Rules, F and 1 to 15 and 17 to 22, all inclusive, and, as to matters not therein provided for, according to the laws and usage at the port of _____ and the General Average shall be prepared by average adjusters selected by the carrier, the said adjuster to attend to the settlement and collection of the average subject to the customary charges.

In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, 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 salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such salving ship belonged to strangers. Such deposit as the carrier or its agents may deem sufficient to cover the estimated contribution and any salvage and special charges shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.

PORT NOT EXPECTED

Whenever the carrier or the master may deem it advisable or in any case whether the goods are consigned to a point where the ship does not expect to discharge, the carrier or master may, without notice forward the goods before or after loading at the original port of shipment, or any other place even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, vessels, or other means of transportation by water or by land or by both such means, whether operated by the carrier or others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the goods.

The carrier shall be considered solely the forwarding agent of the shipper in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by the carrier.

The carriage by any transship or forwarding carrier and all transshipping or forwarding shall be subject to all the terms in the regular form bill of lading, freight note, contract, or other shipment document used at the time by such carrier, whether issued for the goods or not, and even though such terms may be less favorable to the shipper or the consignee than the terms of this bill of lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the non-carrier from liability for negligence.

The shipper authorizes the carrier to arrange with any such transshipping carrier that the lowest valuation of goods or limitation of liability contained in the bill of lading or shipping document of such carrier will apply even though lower than the valuation or limitation herein. Pending or during transshipment the goods may be stored ashore or afloat at their risk and expense and the carrier shall not be liable for detention damages.

GENERAL ORDER FOR DISCHARGE

Port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the carrier, without giving notice either of arrival or discharge, may discharge the goods directly when they come to land, at or onto any wharf, craft, or place the carrier may select, and continuously, Sundays and holiday included, at all hours as the carrier may determine what the state of the weather or the custom of the port may be.

HEAT OR REFRIGERATION

The carrier shall not be liable under any circumstances if heat or refrigeration or special cooling facilities are not furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier charges shall be at the expense of the goods unless included in the freight herein provided for.

COLLECTION OF THE GOODS

If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at consignee's disposal, the goods may, at the carrier's option and subject to the carrier's lien, be sent to storage or warehouse, or be permitted to lie where landed, but always at the expense and risk of the goods.

CUSTOMS AUTHORITIES

The responsibility of the carrier in all capacities shall cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The carrier shall not be required to give any notice of the disposition of the goods.

LEADING MARKS

The carrier shall not be liable for the failure to deliver in accordance with leading marks unless such leading marks have been clearly and durably stamped or marked by the shipper, before shipment of the goods or packages, in letters and numbers not less than _____ inches in height, together with the name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue, and any unclaimed goods not accounted for shall be allocated for complete delivery to the various consignees of goods of like character in proportion to any apparent shortage, loss of weight or damage.

MENDING, BAILING AND OTHER EXPENSES

The goods shall be liable for all expense of mending, cooperage, bailing or reconditioning if the goods or packages in gathering of loose cargo or contents of packages, also for any payment,

expenses, fines, dues, duties, taxes, impost, losses, damages or detentions sustained or incurred by or levied upon the carrier or the ship in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the shipper to procure consular, board of health or other certificates to accompany the goods or to comply with the laws or regulations of any kind imposed with respect to the goods or to comply with the laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place or any acts or omission of the shipper or consignee.

WEIGHT

Freight shall be payable on actual gross intake weight or measurement or, at the option of the carrier, on the actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein, but the carrier may, at any time, open the packages and examine, weigh, measure and value the goods.

In case the shipper's particulars are found to be erroneous, and additional freight is payable, the goods shall be liable for any expenses incurred for examining, weighing, measuring or valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight to port of discharge named herein shall be considered completely earned on receipt of the goods by the carrier, whether the freight be stated or intended to be prepaid or collected at the destination. The carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever and the ship or cargo, or both are lost or not lost.

If there is a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the country of the port of shipment, or, at the option of the carrier, in the currency of the port of discharge at the demand rate of the _____ exchange as quoted on the day of entry of the ship at the Customs House of her port of discharge. The carrier shall have a lien on the goods, which shall provide delivery, for all charges due hereunder and may enforce this lien by public or private sale without notice. The shipper and consignee shall be jointly and severally liable to the carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

FIRE LIABILITY

Neither the carrier nor any corporation owned by, subsidiary to or associated or affiliated with the carrier shall be liable to answer for or make good any loss or damages to the goods occurring at any time, including though before loading on or after discharge from the ship, by reason or means of a fire, unless such fire shall be caused by its design or neglect.

LOSS OR DAMAGE

In case of any loss or damage to or in connection with the goods exceeding in actual value \$ _____ U.S. Dollars (_____ & _____/100 U.S. Dollars), per package, or in the case of goods not shipped in packages, in case of goods not shipped in packages, their customary freight unit therefore, the value of the goods shall be deemed to be \$ _____ U.S. Dollars

(_____ & _____/100 U.S. Dollars) per package or unit, on which basis the freight is adjusted and the carrier's liability, if any, shall be deemed on the basis of a value of \$ _____ U.S. Dollars (_____ & _____/100 U.S. Dollars) per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the goods and an evaluation higher than \$ _____ U.S. Dollars (_____ & _____/100 U.S. Dollars) shall have been declared in writing by the shipper upon delivery to the carrier and inserted in this bill of lading and extra freight paid if required and in such case if the actual value of the goods or package or per customary freight unit shall exceed such declared value and the carrier's liability, if any, shall not exceed such declared value, the value shall nevertheless be deemed to be the declared value and the carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rate on the basis of such declared value.

In the view of the difficulty of ascertainment of the exact market value at the port of destination, it is hereby agreed that the market value shall be deemed to be the invoice value whether such invoice shall be higher or lower than the exact market value.

NOTICE OF LOSS

Unless notice of loss or damages and the general nature of such loss or damage be given in writing to the carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to removal of the goods into the hands of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of delivery by the carrier of the goods as described in the bill of lading. If the loss or damages is apparent the notice may be given no later than _____ days of the delivery.

The carrier and ship shall be finally discharged from all liability in respect to loss or damage unless suit is brought within _____ after the delivery of the goods or when the goods should have been delivered.

INTEGRATION CLAUSE

All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading. Nothing in this bill of lading shall operate to limit or deprive the carrier of any statutory protection or exemption from, or limitation of liability. If required by the carrier, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port or discharge in exchange for delivery order.

NUMBER OF BILLS

The master or agent of said vessel has signed _____ bills of lading, all of this tenor and date, and if one is accomplished, the others shall be void.

Dated: _____

Signed at: _____

By: _____

Title: _____

Bill of Lading Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a complex bill of lading for important cargo. Standard forms are available in stationery or office stores for use with repetitive shipments of basic goods.

1. Make multiple copies. Give one to each signing party.