

Account Name and Logo Here (include phone, fax and OTI license number)			BILL OF LADING	
SHIPPER/EXPORTER (provide complete name and address)		BOOKING NO:	BILL OF LADING NO:	
		EXPORT REFERENCES:		
CONSIGNEE (please provide complete name and address)		FORWARDING AGENT / FMC NO:		
		POINT AND COUNTRY OF ORIGIN:		
NOTIFY PARTY (please provide complete name and address)		FOR DELIVERY OF GOODS PLEASE PRESENT DOCUMENTS TO:		
MODE OF INITIAL CARRIAGE	PLACE OF INITIAL RECEIPT	DOMESTIC ROUTING/EXPORT INSTRUCTIONS		
VESSEL NAME	PORT OF LOADING			
PORT OF DISCHARGE	PLACE OF DELIVERY BY CARRIER	FREIGHT PAYABLE AT	TYPE OF MOVEMENT	
PARTICULARS FURNISHED BY SHIPPER				
MARKS & NOS/CONT. NOS	NO. OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
TOTAL NUMBER OF PKGS.				
Liability Information Clause 20 on the reverse side hereof limits the carrier’s liability to a maximum of US\$500 per package or customary freight unit by incorporation of the Carriage of Goods by Sea Act. To protect for a higher value, you may declare a higher value and pay the ad valorem freight charge or purchase cargo insurance. Declared Value: The shipper may increase the carrier’s liability by declaring a higher value in the “Declared Value” box to the right and paying the additional charge that accompanies this. Insurance: The shipper may also purchase insurance on the goods listed on this bill of lading by indicating this in the box to the right and paying the additional premium.			DECLARED VALUE: \$ _____ <i>If shipper enters a value, carrier’s limitation of liability shall not apply and the ad valorem rate will be changed.</i>	
			SHIPPER REQUESTS INSURANCE: ☐ Yes ☐ No <i>Must check one box!</i> Amount: \$ _____	
FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS		RECEIVED FOR SHIPMENT from the MERCHANT in apparent good order and condition unless otherwise stated herein, the GOODS mentioned above to be transported as provided herein, by any mode of transport for all or any part of the Carriage, SUBJECT TO ALL THE TERMS AND CONDITIONS appearing on the face and back hereof and in the CARRIER’S applicable Tariff, to which the Merchant agrees by accepting this BILL OF LADING. Where applicable law requires and not otherwise, one original Bill OF LADING must be surrendered, duly endorsed, in exchange for the GOODS or CONTAINER(S) or other PACKAGE(S), the others to stand void. If a ‘Non-Negotiable’ BILL OF LADING is issued, neither an original nor a copy need be surrendered in exchange for delivery unless applicable law so requires.		
SUBJECT TO CORRECTIONS	PREPAID			
			BY _____ AS CARRIER DATED _____	

a) [Insert] is a trade name for [Insert name and address].

b) "Bill of Lading" as used herein includes conventional bills of lading, as well as electronic, express or other bills of lading, sea waybills and related documents, howsoever generated, covering the Carriage of Goods to, from or through the United States, whether or not issued to the Merchant.

c) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.

d) "Carrier" means the Company named on the face side hereof and on whose behalf this Bill of Lading was issued, whether acting as carrier or bailee.

e) "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.

f) "Container" means any container (closed or open top), van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, flatrack, pallet, skid, platform, cradle, sling-load or any other article of transport and any equipment associated or appurtenant thereto.

g) "Cargo" means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier.

h) "Merchant" means the shipper, consignee, receiver, holder of this Bill of Lading, owner of the cargo or person entitled to the possession of the cargo and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges and for the performance of the obligations of the Merchant under this Bill of Lading.

i) "On Board" or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board the Vessel or are in the custody of the actual ocean carrier. In the event of intermodal transportation, if the originating carrier is an inland or coastal carrier, then that the Goods have been loaded on board rail cars or another mode of transport at the Place of Receipt or are in the custody of a Participating carrier whose route is extended to the Port of Loading named on the reverse side of this Bill of Lading.

j) "Participating carrier" means any other carrier by water, land or air, performing any stage of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier and/or bailee.

k) "Person" means any individual, a partnership, a body corporate or any other entity of whatsoever nature.

l) "Vessel" means the ocean vessel named on the face side hereof and any substitute vessel, feedship, barge, or other means of conveyance by water used in whole or in part by the Carrier to fulfill this contract.

3. **WARRANTY/ACKNOWLEDGMENT.** The Merchant warrants that in agreeing to the Terms and Conditions hereof, it is, or is the agent and has the authority of, the owner or person entitled to the possession of the Goods or any person who has a present or future interest in the Goods. The Merchant acknowledges that the Carrier is a non-vessel operating common carrier ("NVOCC"), and that it neither owns nor charters a vessel as a result of which the Carrier or any sub-carrier, connecting carrier or substituting carrier (which may be a NVOCC) will be required to contract with the actual ocean carrier to accomplish the Carriage contemplated by this Bill of Lading and does so as agent of the Merchant. The Merchant further acknowledges that by identifying the carrying Vessel on the face side hereof, it knows or can determine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.

4. **RESPONSIBILITY.** The Carrier covenants by this Bill of Lading is to or from a port or locality where there is in force a compulsorily applicable ordinance or statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, the provisions of which cannot be departed from, and suit or other proceeding is instituted and litigated in such port or locality, the following shall be the extent of the liability of the Goods by this Bill of Lading: (a) If the date of the Bill of Lading is prior to 1936, and any thing herein provided, unless otherwise stated, shall be subject to the order of the carrier of any rights, immunities, exemptions, limitations or exonerations or an increase of any of its responsibilities or liabilities under COGSA or, as the case may be, such compulsorily applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes (except as otherwise provided) shall apply to the Goods from the time of their receipt by the Carrier from the shipper, and from the time of their receipt by the Containers or other packages are in the care, custody and/or control of the Carrier, a Participating carrier or independent contractor (inclusive of all subcontractors), their agents and servants, whether engaged by or acting for the Carrier or any other person, as well as during the entire time the Goods are in the possession of the Carrier, its agents and servants, in the absence of compulsorily applicable legislation, COGSA shall apply during the entire time the Carrier remains responsible hereunder.

b) The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery or other loss or damage to or in connection with the Goods or Containers or other packages occurring at any time contemplated under subdivision a) of this Clause.

c) The Carrier shall not be liable for any loss or damage to or in connection with the Goods or Containers or other packages in violation of the provisions of Sections 4281 through 4286, inclusive, and 4289 of the Revised Statutes of the United States and amendments thereto.

d) The rights, defenses, exemptions, limitations of and exonerations from liability and immunities of whatsoever nature provided for in this Bill of Lading shall be available to the Carrier, its agents and servants and to any Participating carrier or independent contractor, whether in tort, contract or otherwise.

THROUGH TRANSPORTATION. When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than the place of origin or destination of the goods, the Carrier shall be liable for the loss of or damage to the goods in transit from the place(s) of, and notwithstanding anything in this Bill of Lading contained, but always subject to Clause 4, hereof, the Carrier shall be liable for loss or damage of whatsoever nature and whatsoever arising to the following extent, but no further:

a) In the event the loss or damage is caused by a factor herein made subject to COGSA or other comparable legislation, as set forth in Clause 4, a) hereof, said legislation shall apply; or

b) Upon proof that the loss or damage not falling within a) above, but concerning which the law of any country, state or subdivision thereof, or the law of the United States, as applicable if the Merchant had made a separate bill of lading in direct contract with the Carrier, a Participating carrier or independent contractor, as referred to herein, relative to a particular stage of transport or other handling wherein the loss or damage occurred and received as evidence thereof a particular receipt or other document, then the liability of the Carrier, Participating carrier or independent contractor, as the case may be, shall be governed by the law of that country, state or subdivision.

c) If it should be determined that the Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any Participating carrier or independent contractor, their agents and/or servants, and be subject to law compulsorily applicable to the Carrier, Participating carrier or independent contractor, then the Carrier's liability shall be governed by the law of that country, state or subdivision, or the law of the United States, as applicable if the Merchant had made a separate bill of lading in direct contract with the Carrier, Participating carrier or independent contractor, as the case may be, provided however, that nothing contained herein shall be deemed a surrender by the Carrier of any rights, defenses and immunities or an increase of any of its responsibilities or liabilities under this Bill of Lading, and the Carrier's applicable liability shall always be limiting thereto.

EXCEPT AS HEREINAFORE PROVIDED, THE CARRIER SHALL BE NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE GOODS.

6. SUBCONTRACTING/BENEFICIARIES

a) The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and all duties and services undertaken by it in relation to the Goods or Containers or other packages or any other goods.

b) It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, and regardless of whether the Carrier is or is not the owner or charterer of the vessel or of the mode of transport, the liability of the Carrier for liability provided by law or by the Terms and Conditions hereof shall be available to all agents, servants, employees, representatives, all Participating (including rail and other inland) carriers and all stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors and all independent contractors, inclusive of all persons providing any service whatsoever. In contracting for the performance of the Carriage, the Carrier shall be deemed to have authorized the use of the services of the agents, employees or persons described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill of Lading, regardless for whom acting or by whom retained and paid, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

c) The Carrier shall be deemed to have authorized the use of the services of the agents, employees or persons described above, in and on any land, sea or air transport and to arrange participation by other carriers to accomplish the total or any part of the carriage from Port of Loading to Port of Discharge or from Place of Receipt to Place of Delivery, or any combination thereof, except as may be otherwise provided herein.

d) The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the actual ocean carrier's bill of lading and of all exemptions, limitations, defenses and conditions of carriage contained in the bill of lading of the actual ocean carrier, including the bill of lading of the actual ocean carrier for the Carriage of the Goods. Notwithstanding, under no circumstances shall the Carrier be responsible for any damages to an extent greater than the actual ocean carrier's or any beneficiaries of its bill of lading.

e) No agent or servant of the Carrier or other person or class named in subdivision b) hereof shall have power to waive or vary any of the terms hereof or to bind the Carrier in any way, unless specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bind the Carrier to such waiver or variation.

[illegible][illegible]

g) proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not; f) store, vanne or devanned, at any place whatsoever, ashore or afloat, in the open or covered; e) proceed with or without pilots; d) carry livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous goods or goods of any and all kinds; c) drydock or stop at any unscheduled or undesignated port for bunkers, repairs or for any purpose whatsoever; b) proceed with or without pilots; a) comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other contract of carriage the right to give such orders, directions or recommendations; i) take any other steps or precautions as may appear reasonable to the Carrier under the circumstances. The liberties set out in subdivisions a) through i) may be invoked for any purpose whatsoever even if not connected with the Carriage contract and even if the Carrier is not the party to the contract. Any delay arising therefrom, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation. In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

All actions taken by the Carrier hereunder shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

At ports or places where by local law, authorities or custom, the Carrier is required to discharge cargo to lighters or other craft or where it has been so agreed or where wharves are not available which the Vessel can get to, be at, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the Vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the Vessel at the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, acting singly or in concert, for the Agent or the Merchant, may engage such lighters or other craft at the expense of the Goods, or if the Goods are damaged by the use of such lighters or other craft such shall constitute proper delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate.

17. **CARRIER'S LIEN.** The Carrier shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant, and all equipment and appurtenances thereto, as well as on any Charges due any person, and on any documents relating thereto, which lien shall survive delivery, for all sums due under this contract or any other contract or undertaking to which the Merchant was party or otherwise involved, including, but not limited to, General Average contributions, salvage and the cost of recovering such sums, inclusive of attorneys' fees and costs.

c) Neither the Carrier nor any Participating carrier shall be under any obligation to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due to the Merchant.

Where compulsorily applicable legislation provides a limitation less than \$500 per package or shipping unit, such lesser limitation shall apply and nothing herein contained shall be construed as a waiver of a limitation less than \$500.

21. NOTICE OF CLAIM: TIME FOR SUIT. As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, the Carrier must be notified in writing of any such loss or damage or claim before or at the time of discharge/removal of the Goods by the Merchant or, if the loss or damage is not then apparent, within 3 consecutive days after discharge/delivery or the date when the Goods should have been discharged/delivered. If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima facie evidence of discharge/delivery in good order by the Carrier of such Goods.

22. JURISDICTION

defense, immunity, exemption, limitation of or exoneration from liability contained in the laws of the United States, or of any other country whose laws may be compulsorily applicable. The Terms and Conditions of this Bill of Lading (including all the terms and conditions of the carrier's applicable tariff or tariffs, incorporated herein by virtue of Clause 2, above) shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.