

## **SEA WAYBILL PORT TO PORT OR COMBINED TRANSPORT**

**NON-NEGOTIABLE**

## ATTACHED STATEMENT

BL-NUMBER: S2501085837

Marks & Numbers	Number of Packages	Description of goods	Gross Weight	Measurement
		CLEAN ON BOARD FREIGHT COLLECT WOODEN PACKAGE: TREATED AND CERTIFIED HS CODE: 3503 NCM: 3503		

# Pelorus Shipping Line Ltd., No. 2, G/F, Block A, Tonic Industrial Center, 26 Kai Cheung Road, Kowloon Bay, Kowloon, Hong Kong

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

**Carriage** means any operations or services (including all related documentary, customs and information technology processes used or produced) undertaken by or on behalf of the Carrier in respect of the Goods;

**Carrier** means Pelorus Shipping Line Limited whose registered office is at No 2 G/F, Block A, Tonic Industrial Center, 26 Kai Cheung Road, Kowloon Bay, Kowloon, Hong Kong, on whose behalf this bill of lading has been signed;

**Carrier Group** means the Carrier and every other Person which, from time to time, is or becomes a subsidiary or holding company of the Carrier, or a subsidiary of any such holding company or the ultimate holding company of the Carrier (and the terms **subsidiary** and **holding company** shall have the meanings given to them by the Combined Transport Rules Chapter 15(2) of this bill of lading);

**Carrier's Agents** includes the company within the Carrier Group or the independent agent of the Carrier which arranged the Carriage and/or issued this bill of lading and the company within Carrier Group or the independent agent of the Carrier in the country where the Goods are discharged and/or delivered;

**Charges** includes freight, demurrage, detention costs and all other expenses and monetary obligations, including

duties, taxes and dues, incurred by the Carrier and payable by the Merchant;

**COGSA** means the U.S. Carriage of Goods by Sea Act of the United States of America 1936;

**Combined Transport** arises if the Carrier has indicated a place of receipt and/or a place of delivery that is not a port on the face hereof in the relevant spaces;

**Compulsory Legislation** means any law, statute, regulation or convention or national law which applies compulsorily to any element of the Carriage and which cannot be departed from, including COGSA in the case of US Carriage;

**Consolidation** includes stuffing, packing, loading or securing of Goods on or within Containers (and **Consolidate** and **Consolidated** shall be construed accordingly);

**Container** includes any container (including open top containers), trailer, transportable tank, platform, lift van, flat, flat-rack, cradle, pallet, sled or any similar article of transport used to Consolidate goods and any ancillary equipment;

**Goods** means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and any equipment or Container not supplied by the Carrier (but excludes any Container supplied by the Carrier);

**Hague Rules** means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924;

**Hague-Visby Rules** means the Hague Rules as amended by the Protocol signed at Brussels on 23 February 1968 (it is expressly provided that in this bill of lading shall be construed as contractually applying the Hague-Visby Rules);

**Merchant** includes the Shipper, the Consignee, the receiver of the Goods and the Person entitled to receive the Goods, the holder of this bill of lading, any Person owing or lawfully entitled to the possession of the Goods or this bill of lading, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors;

**Non-US Carriage** means any Carriage which is not US Carriage;

**Package** means a Container containing more than one item of cargo per unit, the packages or other shipping units enclosed in the Container; each of this bill of lading contained in each Container are each deemed a Package;

**Person** includes an individual, corporation or other legal entity;

**Pomerene Act** also known as the United States Federal Bill of Lading Act 1916, 49 U.S.C. §§801-01-801 or any amendments thereto;

**Port to Port Transport** arises if it is not Combined Transport;

**Shipper** means the Person who tendered the Goods to the Carrier and any Person named as shipper in the bill of lading;

**SOLAS** means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;

**SOLAS Guidelines** means the Guidelines regarding the verified gross mass (VGM) of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization;

**Sub-Contractor** means any Person engaged by the Carrier in the performance of the Carriage and including their direct and indirect sub-contractors, servants and agents;

**US Carriage** means Carriage to, from or through any port of the United States of America;

**Vessel** means any waterborne craft used in the Carriage under this bill of lading, including feeder vessels, ocean vessels and inland water vessels and whether named in the bill of lading or substituted vessels; and

**Waterborne Carriage** means the carriage of Goods by sea or inland waterways.

### 1.2 Interpretation

(a) Any word following the word **including** shall be interpreted without limitation to the generality of the preceding words;

(b) All Persons defined as Merchant shall be jointly and severally liable to the Carrier for the fulfilment of the Merchant's obligations;

### 2. SUPPLY OF CONTAINERS

2.1 Where the Carrier is instructed to provide a Container, unless otherwise agreed by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.

2.2 This bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier;

2.3 The Merchant shall inspect each Container before it is stowed, packed, filled or loaded and the use of a Container shall be prima facie evidence of that Container being sound and suitable for use;

2.4 Any Container released into the care of the Merchant for packing, unpacking or any other purpose whatsoever shall be at the sole risk of the Merchant until proper redelivery to the Carrier at the time and place prescribed by the Carrier;

### 3. CONSOLIDATION AND STUFFING OF THE CONTAINERS

3.1 Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with cargo owned by other Persons.

3.2 If a Container has been Consolidated by the Merchant the Carrier shall not be liable for loss of or damage to the Goods;

(a) caused by the manner in which the Container has been stowed;

(b) caused by the unsuitability of the Goods for carriage in the Container actually used;

(c) caused by the unsuitability or defective condition of the Container actually used, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph 3.2(i) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stowed; or

(d) if the Container is not sealed at the commencement of the Carriage, except where the Carrier has agreed to seal the Container;

### 4. SOLAS VERIFIED GROSS MASS REQUIREMENTS

4.1 The Merchant shall be supplied with a Container with verified gross mass, which shall be established using calculated and certified equipment, for each packed Container (FCL) or the total package of Goods (LCL) carried pursuant to this bill of lading in accordance with SOLAS and any other requirements set by the Carrier. The Merchant acknowledges and agrees that the Carrier will rely on the accuracy and timeliness of such verified gross mass and use this to comply with its obligations to Sub-Contractors in accordance with SOLAS.

4.2 In the event that the Merchant does not comply with its obligations under Clause 4.1, or where the Carrier reasonably believes that the verified gross mass provided by or on behalf of the Merchant is inaccurate or incomplete, the Carrier may, at its absolute discretion and at the Merchant's cost, establish the verified gross mass of each packed Container (FCL) or the total package of Goods (LCL) carried pursuant to this bill of lading.

4.3 The Carrier shall not have liability:

(a) in the event that the verified gross mass provided by or on behalf of the Merchant is inaccurate or incomplete; or

(b) resulting from any delay from establishing the verified gross mass in accordance with Clause 4.2 and the Merchant shall indemnify the Carrier from and against any and all liabilities resulting from the same.

### 5. MERCHANT'S RESPONSIBILITIES AND WARRANTIES

5.1 The Merchant warrants that:

(a) in agreeing to this bill of lading it, or is the agent and has the authority of, the Person owning or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and/or the title of the Goods;

(b) the descriptions and specifications of the Goods and Container(s) set out on the face hereof including the verified gross mass, weight, content, measure, quantity, quality, condition, marks, numbers and value have been checked by the Merchant and are correct;

(c) the Goods are packed and loaded within the Container in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable;

(d) the Goods contain no stolen goods, contraband or other illegal material or substances or any goods which violate any intellectual or other property rights of any third party;

(e) neither the Goods nor any part with any interest in the Goods (whether as Shipper, Consignee or otherwise) are subject to any arrest or other process, including re扣留, re扣押, re扣留, re扣押 or any state, country, supranational or international governmental organisation or other relevant authority;

(f) the Goods can be received, held, carried and delivered, and all associated payments made and received, in each case without infringing any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organisation or other relevant authority, whether by reason of the nature of the Goods or the involvement of any party.

5.2 The Merchant shall comply with all applicable laws, regulations and requirements (including any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage incurred) or suffered by reason of or by reason of any illegal, incorrect or insufficient marking, numbering or adding to the Goods.

5.3 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage of property (including Containers) of the Carrier or any Person (other than the Merchant) or Vessel caused by the Goods or the Merchant.

### 6. THE GOODS

#### 6.1 Dangerous Goods

(a) No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:

(i) the Carrier's express written consent;

(ii) the Carrier's prior written consent to perform its obligation in connection with the Goods in accordance with all applicable laws, regulations or requirements (or any combination of the foregoing), including information about the characteristics of the Goods, the appropriate manner and method of storage, handling and transportation of the Goods; and

(iii) the Container and/or covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements.

(b) if any such Goods are delivered to the Carrier in breach of Clause 6.1 (a), or, if at any time in the opinion of the Carrier, the Goods are, or are liable to become, of a dangerous, inflammable and/or damaging nature as circumstances may require, without compensation to the Merchant and without prejudice to the Carrier's rights to the Charges, and the Merchant shall be liable for all loss, damage, delay or expenses arising from the Carriage.

#### 6.2 Temperature controlled cargo

(a) The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading if this bill of lading has been prepared by the Merchant) of their nature and particular temperature range to be maintained and, in the case of a temperature controlled Container Consolidated by the Merchant, further undertakes

that the Container has been properly pre-cooled and that its thermometric controls have been properly set by the Merchant before receipt of the Goods by the Carrier;

(b) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, derangement, breakdown or stoppage of the temperature controlling machinery plant, insulation or any apparatus of the Container, provided that the Carrier shall be at or before the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

#### 6.3 Inspection of Goods

The Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents.

#### 7. COLLECTION AND DELIVERY AT THE MERCHANT'S PREMISES

7.1 The Carrier shall deliver the Goods at the Merchant's premises, the place of collection or delivery shall be the usual place of trading or unloading the Goods into or from the vehicle and:

(a) the Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises, and this shall be the responsibility of the Merchant at its own risk and expense; and

(b) any assistance given by the Carrier additional to the foregoing is given entirely at the Merchant's risk as to damage to or loss of Goods or injury to persons.

#### 8. ISSUING OF BILLS AND WAYBILLS

8.1 This bill of lading shall be non-negotiable unless made out "to order".

8.2 This bill of lading shall be prima facie evidence only of the Carrier taking the Goods described in the bill of lading and the carrier's bill of lading issued thereunder, provided that, and only to the extent the Carrier had, reasonable means of checking the Goods.

#### 9. STOWAGE OF THE CONTAINERS

9.1 Goods of any description (whether containerised or not) may be stowed on or under deck without notice to the Merchant, unless on the front of this bill of lading it is specifically stipulated that the Containers or Goods will be carried under deck, and any deck stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck carriage. Subject to Clause 9.2, such Goods whether carried on deck or under deck shall participate in General Average and such Goods shall be deemed to be within the definition of Goods for the purposes of any Compulsory Legislation.

9.2 Goods will be stowed on the front of this bill of lading to be carried on deck, and any deck stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck carriage. Subject to Clause 9.2, such Goods whether carried on deck or under deck shall participate in General Average and such Goods shall be deemed to be within the definition of Goods for the purposes of any Compulsory Legislation.

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