

# BILL OF LADING for Combined Transport or Port to Port Shipment

## TERMS AND CONDITIONS

### I. GENERAL PROVISIONS

#### 1. Definitions.

"Carrier" means United European Car Carriers Unipessoal Lda, the party on whose behalf this Bill of Lading has been signed. "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading. "Combined Transport" means a Carriage for which the Carrier agrees to be responsible from the place of receipt indicated on the face of this Bill of Lading to the place of delivery indicated on the face of this Bill of Lading. "Goods" mean the cargo described in the Bill of Lading. "Merchant" means the shipper, consignee, notify party, receiver of the Goods, holder of this Bill of Lading, and any person, including any corporation, company, or other legal entity, owning the Goods or entitled to the possession of the Goods or acting on behalf of the Goods or any such entity. "Port to Port Shipment" means a shipment from one port to another port. The Carrier will be responsible for the Goods only from the Port of Loading indicated on the face of this Bill of Lading to the Port of Discharge indicated on the face of this Bill of Lading.

#### 2. Time Bar.

All liability whatsoever of the Carrier shall cease unless suit is brought within 12 months after delivery of the goods or the date when the goods should have been delivered.

#### 3. Jurisdiction.

Jurisdiction and governing law:

Any claim or dispute arising under or in connection with this Bill of Lading (whether in contract, tort or otherwise) shall be referred to and decided upon by the High Court in London and shall be governed by English law, except as provided elsewhere in this Bill of Lading.

#### 4. Hague Visby Paramount Clause.

(1) The rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, signed in Brussels on 25th August 1924 (hereinafter the «Hague Rules») as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipment to which no such enactments are compulsorily applicable, the terms of the said convention shall apply.

(2) In trades where the Hague Rules as amended by the Protocol signed in Brussels on 23rd February 1968 (hereinafter the «Hague - Visby Rules») apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The Carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in charge of another carrier, and to deck cargo.

### II. PERFORMANCE OF THE CONTRACT

#### 5. Sub-Contracting.

(1) The Carrier shall be entitled to sub-contract on any terms the whole of or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the goods.

(2) For the purpose of this contract and subject to the provisions of this Bill of Lading, the Carrier shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract of carriage evidenced by this document.

#### 6. Scope of Voyage

(1) As the vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including maintenance of vessel and crew

(2) In accordance herewith, for instance in the event of carriage by sea, vessels may sail with or without pilots, undergo repairs, adjust equipment, drydock and tow vessels in all situations.

#### 7. Optional Stowage.

(1) Goods may be stowed by the Carrier by means of containers, trailers, transportable tank, flats, pallets, or similar articles of transport used to consolidate goods.

(2) Containers, trailers and transportable tanks, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, and automobiles, cranes or other vehicles or goods may be carried on or under deck without notice to the Merchant.

#### 8. Hindrances etc. Affecting Performance.

(1) The Carrier shall use reasonable endeavours to complete the transport and to deliver the goods at the place designated for delivery.

(2) If at anytime the performance of the contract as evidenced by this Bill of Lading is or will be affected by any hindrance, risk, delay, difficulty or disadvantages of whatsoever kind, and if by virtue of sub-clause (1) the Carrier has no duty to complete the performance of the contract, the Carrier (whether or not the transport is commenced) may elect to:

- treat 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 above.

### III CARRIER'S LIABILITY

#### 9. Basic Liability.

(1) Carrier shall be liable for loss of or damage to the goods occurring between the time when he receives the goods into his charge and the time of delivery.

(2) The Carrier shall however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from any of the events as mentioned in the Hague Visby Rules Article IV (2).

#### 10. The 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 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,

(2) The value of the goods shall be found according to the commodity exchange price or, 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 two Special Drawing Rights (SDR) per kilo of the gross weight of the goods lost or damaged or 666.67 SDR per package lost or damaged, whichever is the higher.

In case of an Ad Valorem Bill of Lading liability is limited to \$2500 per package.

(4) Higher compensation may be claimed only when, with the consent of the Carrier, the value of goods which exceed the limits laid down in this clause has been declared by the consignor to the Carrier before shipment and inserted on the face of this Bill of Lading, and the question of any extra freight discussed and agreed between the Merchant and the Carrier.

#### 11. Delay, Consequential Loss, etc.

The Carrier shall in no circumstances be responsible for indirect or consequential loss or damage caused through misdelivery, delay or physical loss of or damage to the goods.

#### 12. Notice of Loss.

Unless notice of loss of or damage to the goods and the general nature of it be given in writing to the Carrier at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the Bill of Lading, or if the loss or damage be not apparent within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading.

#### 13. Defences and Limits for the Carrier.

(1) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the goods whether the action be founded in contract or in tort.

(2) The Carrier shall not be entitled to the benefit of the limitation of liability provided for in Clause 11 sub-clause (3), if it is proved that the loss or damage resulted from an act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result.

#### 14. Himalaya Clause.

The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent or subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the goods or the carriage of the goods whether or not arising out of negligence on the part of such person, and, if any such claims or allegation should nevertheless be made, to identify the Carrier against all consequences thereof.

### IV.FREIGHT AND LIEN

#### 15.Freight.

(1) Freight shall be deemed earned on receipt of the goods by the Carrier and shall be paid 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 relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable the following clause to apply:

If the currency in which freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

(3) For the purpose of verifying the freight bands, the Carrier reserves the right to have the contents of containers, trailers or similar articles of transport inspected in order to ascertain the weight, measurement, value, or nature of the goods.

#### 16. Lien.

The Carrier shall have a Lien on the goods for any amount due under this contract and for the costs of recovering the same, and may enforce such lien in any reasonable manner.

### V. LOADING, DISCHARGE AND DELIVERY.

17. Loading, discharge and delivery of the cargo shall be arranged by the Carrier's Agent unless otherwise agreed. Loading, storing and delivery shall be for the Merchant's account. Loading and discharge may commence without previous notice.

The Merchant or his Assigns shall tender the goods when the Vessel is ready to load and as fast as the vessel can receive and – but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and deadfreight is to be paid. The Merchant or his Assigns shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver and - but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfillment of the contract. If the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction. The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above.

The Merchant shall accept his reasonable proportion of damaged or unidentified lost cargo.

### VI. DEMURRAGE

18. The Carrier shall be paid demurrage at the daily rate of \$7.00 per ton of the vessel's gross register tonnage if the vessel is not loaded or discharged with the dispatch set out in Clause 18, any delay in waiting for berth at or off port to count. Provided that if the delay is due to causes beyond the control of the Merchant, 24 hours shall be deducted from time on demurrage.

Each Merchant shall be liable towards the Carrier for a proportionate part of the total demurrage due, based upon the total freight on the goods to be loaded or discharged at the port in question.

No Merchant shall be liable in demurrage for any delay arisen only in connection with goods belonging to other Merchants. The demurrage in respect of each parcel shall not exceed its freight.

### VII GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

#### 19.

(1) The Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.

(2) Should it appear that the performance of the transport would expose the vessel or any goods onboard to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Carrier may discharge the cargo at port of loading or any other safe and convenient port.

(3) Should it appear that epidemics, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts, any of which onboard or on shore, difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the Carrier may discharge the cargo at port of loading or any other safe and convenient port.

(4) The discharge under the provision of this clause of any cargo of which a Bill of Lading has been issued shall be deemed due fulfillment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight together with return freight if any, plus a reasonable compensation for any extra services rendered to the goods.

(5) If any situation referred to in this clause may be anticipated or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the B/L is issued.

(6) The Merchant shall be informed if possible.

### VIII. MISCELLANEOUS PROVISIONS.

#### 20. General Average.

(1) General Average shall be settled according to York - Antwerp Rules of 1994 and be adjusted at any port or place by one or more General Average adjuster(s) in the Carrier's choice. The Merchant shall contribute and/or receive contributions in General Average for all Goods shipped under this Bill of Lading. The Merchant shall be personally liable in respect of contribution whether or not average bond or other security has been demanded. 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 to delivery of the goods.

#### 21. Dangerous Goods.

(1) When the Merchant hands goods of a dangerous nature to the Carrier, he shall inform him in writing of the exact nature of the danger and indicate, if necessary, the precautions to be taken.

(2) Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed, or rendered harmless, without compensation: further the Merchant shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

(3) If any goods shipped with the knowledge of the Carrier onto their dangerous nature shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

#### 22. Both-to-Blame Collisions Clause.

The Both-to-Blame Collisions Clause as adopted by BIMCO to be considered incorporated herein.

#### 23. Liability for Deck Cargo and Live Animals.

Deck Cargo and live animals shall be carried subject to the Hague-Visby Rules mentioned in Clause 5.

#### 24. Shipper-packed Containers, etc.

(1) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by

- negligent filling, packing or stowing of the container;
- the contents being unsuitable for carriage in container; or
- the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.

(2) The provisions of paragraph (1) of this clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the carrier.