

# Sea Lead Shipping

Bill of Lading for Ocean Transport or Multimodal Transport

SHIPPER (NAME AND FULL ADDRESS)		BOOKING NO.	SERVICE	BL No.			
		EXPORT REFERENCES					
CONSIGNEE (NAME AND FULL ADDRESS)							
NOTIFY (NAME AND ADDRESS)		78 Shenton Way #32-00, Singapore 079120 Telephone: +65 6222 1088					
		PROPOSED ROUTING					
PRECARRIAGE (*)	PLACE OF RECEIPT BY PRECARRIER (*)	DESTINATION OFFICE					
PORT OF LOADING	VESSEL (vessel/voyage/leg)						
PORT OF DISCHARGE	PLACE OF FINAL DELIVERY BY ON CARRIERS (*)						
PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE							
MARKS AND NUMBERS	No. OF PKGS. /CNTRS.	DESCRIPTION OF PACKAGES AND GOODS	CARGO GROSS WEIGHT	MEASUREMENT			
<div>SAMPLE NOT VALID</div>							
TOTAL No. OF CONTAINERS OR PACKAGES RECEIVED BY THE CARRIER: TOTAL UNITS:							
<p>The number of containers of packages shown in the 'TOTAL No. OF CONTAINERS OR PACKAGES RECEIVED BY THE CARRIER'S box which are said by the shipper to hold or consolidate the goods described in the PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE box, have been received by Sea Lead Shipping Pte. Ltd. from the shipper in apparent good order and condition except as otherwise indicated hereon - weight, measure, marks, numbers, quality, quantity, description, contents and value unknown - for Carriage from the Place of Receipt or the Port of loading (whichever is applicable) to the Port of Discharge or the Place of Delivery (whichever is applicable) on the terms and conditions hereof INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, THE CARRIER'S APPLICABLE TARIFF AND THE TERMS AND CONDITIONS OF THE PRECARRIER AND ON CARRIER AS APPLICABLE IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.</p> <p>IN WITNESS WHEREOF THREE (3) ORIGINAL BILLS OF LADING (unless otherwise stated below) HAVE BEEN SIGNED ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED THE OTHERS TO STAND VOID.</p>		FREIGHT CHARGES		CURRENCY	PREPAID	COLLECT	PAYABLE AT
		EXCESS VALUE DECLARATION: REFER TO CLAUSE 8(1) + (2) + (3) ON REVERSE SIDE					
		FREIGHT AS ARRANGED					
		Sea Lead Shipping Pte. Ltd. as Carrier By _____ as Agents only for Carrier		PLACE ISSUED: DATE ISSUED:		NUMBER OF ORIGINAL B(s)/L:	

## 1. DEFINITIONS

"Cargo" means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods. "Carrier" means Sea Lead Shipping Pte. Ltd.

"Container" means any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading.

"Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and any Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

"Person" means any natural or legal person who has possession of this Bill of Lading or to whom rights of suit and/or liability under this bill of lading have been transferred or vested.

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this bill of lading and anyone acting on behalf of such Person. "Multimodal Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant boxes.

"Ocean Transport" arises if the Carriage is not Multimodal Transport.

"Person" includes an individual, corporation, or other legal entity.

"Sub Contractor" includes owners, operators and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators, warehousemen, and any independent contractors employed by the Carrier performing the Carriage or those services or equipment have been used for the Carriage and any direct or indirect sub contractors, servants and agents thereof whether in direct contractual privity or not.

"Terms and Conditions" means all terms, rights, defenses, provisions, conditions, exceptions, limitations and liberties hereof.

"US COGSA" means the US Carriage of Goods by Sea Act 1936.

"Vessel" means any motor or sailing craft used in the Carriage under this bill of lading which may be a feeder vessel or an ocean vessel.

"COGWA" means the Carriage of Goods by Water Act 1936 of Canada.

"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.

"Stuffed" includes filled, consolidated, packed, loaded or secured.

## 2. CARRIER'S TAIRIF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the terms therein relating to free storage time and to container and vehicle demurrage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this bill of lading and the applicable Tariff, the bill of lading shall prevail.

## 3. WARRANTY

The Merchant warrants that in agreeing to the terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this bill of lading.

## 4. NEGOTIABILITY AND TITLE TO THE GOODS

(1) This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading, has been negotiated or transferred for valuable consideration to a third party acting in good faith.

## 5. SUB CONTRACTING

5.1 The Carrier shall be entitled to sub contract on any terms whatsoever the whole or any part of the Carriage.

5.2 It is hereby expressly agreed that:

(a) No Sub Contractor, agent or servant shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Sub Contractor, agent or servant's part while acting in the course of or in connection with the Carriage of the Goods whether or not arising out of negligence on the part of such Person. The Sub Contractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) if any such claim or allegation should nevertheless be made, to the Carrier against all consequences thereof.

(b) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise 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 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. The Sub Contractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(c) Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liability contained herein (other than Art III rule 8 of the Hague Rules) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to the Carrier is entitled hereunder including the right to enforce in any jurisdiction provision contained herein (clause 28) shall also be available and shall extend to every such Sub Contractor, agent or servant.

(d) The Carrier, its servants, agents or subcontractors shall be entitled to the same against the Merchant or any servant, agent or subcontractor of the Merchant.

(e) The provisions of clause 5.2(c) including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons claiming space on the carrying vessel.

(f) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with these Terms and Conditions which imposes or attempts to impose upon the Carrier 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 the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

## 6. CARRIER'S RESPONSIBILITY: OCEAN TRANSPORT

6.1 Where the Carriage is Ocean Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Port of Loading to the Port of Discharge. The liability of the Carrier for loss of or damage to the Goods occurring between the time of acceptance by the Carrier of custody of the Goods at the Port of Loading and the time of the Carrier tendering the Goods for delivery at the Port of Discharge shall be determined in accordance with Articles 1-8 of the Hague Rules save as is otherwise provided in these Terms and Conditions. These articles of the Hague Rules shall apply as a matter of contract.

6.2 The Carrier shall have no liability whatsoever for any loss or damage to the Goods, howsoever caused, if such loss or damage occurs before acceptance by the Carrier of custody of the Goods or after the Carrier tenders the cargo for delivery. Notwithstanding the above, to the extent any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liability in the Hague Rules as applied by clause 6.1 during such additional compulsory period of responsibility for loss or damage to the Goods as may be imposed by such law.

6.3 Where US COGSA applies then the provisions stated in the said Act shall govern during Carriage to or from a container yard or container freight station at the Port of Loading before loading on the vessel or at the Port of Discharge before delivery to an inland carrier.

6.4 If the Carrier is required to deliver the Carriage by an inland carrier and the inland carrier in his discretion agrees to do so, such Carriage shall be procured by the Carrier as agent only to the Merchant and Carrier shall have no liability for such carriage or the acts or omissions of such inland carrier.

## 7. CARRIER'S RESPONSIBILITY MULTIMODAL TRANSPORT

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tenders the Goods for delivery at the applicable points, and, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

7.1 Where the stage of Carriage where loss or damage occurred is not known.

(a) The Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by:

(i) any act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Subcontractor;

(ii) compliance with instructions of any Person entitled to give them;

(iii) insufficient or defective condition of packing or marks;

(iv) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;

(v) inherent vice of the Goods;

(vi) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;

(vii) a nuclear incident;

(viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

7.2 The burden of proof that the loss or damage was due to a cause(s) or event(s) specified in clause 7.1 shall rest on the Carrier, but if there is any evidence the loss or damage is attributable to one or more cause or event specified in clause 7.1(a)(iii), (iv) or (v), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of the causes or events specified in clause 7.1.

7.2 Where the stage of Carriage where the loss or damage occurred is known notwithstanding anything provided for in clause 7.1 and subject to clause 19, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) if the loss or damage is shown to have occurred during Carriage by sea for shipments not to or from the United States of America or waterborne Carriage not in the U.S. by the Hague Rules Articles 1-8. These articles of the Hague Rules shall apply as a matter of contract; or

(b) if the loss or damage is known to have occurred during any inland carrier not in the U.S. in connection with the Port of Discharge or the Place of Delivery, whichever is applicable. The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tenders the Goods for delivery at the applicable points, and, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

(c) if the loss or damage is known to have occurred during Carriage by sea, for shipments to or from the United States of America or waterborne Carriage not in the U.S. by the Hague Rules Articles 1-8. These articles of the Hague Rules shall apply as a matter of contract; or

(d) if the loss or damage is known to have occurred during any inland carrier in the U.S., in accordance with the Port of Discharge or the Place of Delivery, whichever is applicable. The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tenders the Goods for delivery at the applicable points, and, the Carrier shall be liable for loss or damage occurring or US COGSA whichever imposes lesser liability on the Carrier.

## 8. COMPENSATION AND LIABILITY PROVISIONS

8.1 Subject always to the provisions of this clause, the liability as provided for herein, if 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 the Goods plus Freight and insurance if paid. The value of the Goods shall be determined with reference to the commercial invoice, customs declaration, any prevailing market price (at the place and time when the Goods were delivered or have been delivered), production price or the reasonable value of the same kind and origin or quality.

8.2 Save as is provided in clause 7.2:

(a) The Carrier's liability shall in no event exceed 0.5 SDR per kilo of the gross weight of the Goods and any damage in respect of which such liability arises under clause 7.2(b) or

(b) for shipments to or from the U.S., the liability of the Carrier and/or Vessel shall not exceed USD 500 per Package or customary freight unit, or any lesser limitation afforded per Clause 7.2.

8.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than the value of the Goods shall not be claimed unless the Carrier agrees with the consent of the Carrier, (i) for multimodal shipments from the U.S. where U.S. inland carriage is undertaken, the Merchant elects to avoid any liability limitation provided herein by prepaying extra freight and opting for full liability under the Carmack Amendment by complying with the terms in Carriage of Goods by Water Act 1936 of Canada; or

(ii) in all other cases, the Shipper declares and the Carrier states the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated in the box marked "Declared Value" on the reverse of this bill of lading and extra freight paid. In that case, the amount of the declared value shall be substituted for the limits laid down in this bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.4 Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

## 9. GENERAL

9.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused by delay. The Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

9.2 If, notwithstanding provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

9.3 Once the Goods have been received by the Carrier for Carriage the Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage.

9.4 The Carrier shall be liable for any direct, indirect or consequential loss or damage caused by delay or failure to deliver the Goods at the Port of Discharge or the Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs and expenses arising or incurred by the Carrier, his Sub Contractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any impediment, delay, suspension, stoppage or interference whatsoever in the Carriage of the Goods.

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