

BILL OF LADING

1. DEFINITIONS

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, warehousing, and handling of the goods.

"CARRY ALL LOGISTICS VIETNAM COMPANY LIMITED" on whose behalf this bill of lading has been signed.

"Charges" means freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes, and dues, incurred by the Carrier and payable by the Merchant.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

"Combined Transport" arises where an address (and not just the name of a Port) is indicated as the Place of Receipt and/or the Place of Delivery on the face of this bill of lading in the relevant spaces.

"Consignee" means the party named as Consignee on the face of this bill of lading in the relevant space.

"Consolidation" includes packing, loading, or securing of Goods on or within Containers and Consolidate shall be construed accordingly.

"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet 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 Shipper and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).

"Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to bills of lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means The Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly if nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules).

"Holder" means any Person for the time being in lawful possession of or lawfully entitled to possession of, this bill of lading to or in whom rights of suit and/or liability under this bill of lading have been lawfully transferred or vested.

"Indemnity" includes defend, indemnify, and hold harmless, including in respect of legal fees and costs, whether the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his servants, agents, or Sub-Contractors.

"Merchant" includes the Shipper, the Consignee, the receiver of the Goods, the Holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, any Person acting on behalf of any of the above-mentioned Persons.

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled: "Total number of Containers or Packages received by the Carrier" is each deemed a Package.

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

"Port to Port Shipment" arises if the Carriage is not Combined Transport.

"Sub-Contractor" includes, but is not limited to, owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractor employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

"Terminal Operators" mean any persons who provide port storage or handling services.

"Terms and conditions" means the terms, conditions, limitations, and liberties herein.

"Vessel" means any waterborne craft used in the Carriage under this bill of lading including but not limited to a feeder vessel or ocean vessel.

2. CARRIER'S TARIFF

The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the Terms and Conditions hereof he is or is the agent of 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 this bill of lading.

4. NEGOTIABILITY AND TITLE TO THE GOODS

(1) This bill of lading shall be non-negotiable unless made 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. CERTAIN RIGHTS AND LIABILITIES FOR THE CARRIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sue or be sued on any terms whatsoever the whole or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and if any claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefitting the Carrier including clause 20 hereof, the jurisdiction and law clause, as if such Terms and Conditions (including Clause 20 hereof) were expressly for his benefit and in relation to the Goods, to the extent of these provisions, does so not on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Vessels shall to this extent be or be deemed to be parties to this contract. Without prejudice to the generality of the foregoing, if the Carriage is Port to Port, Terminal Operators shall have the benefit of all provisions herein benefitting the Carrier, including the exceptions and limitations set out in clause 6(1) and 6(3) hereof, in relation to any port storage or handling services provided whether before loading or after discharge and regardless of whether the Carrier's responsibility for the Goods has yet to commence or has ceased.

(3) The Merchant shall indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this bill of lading.

(4) The Carrier's defenses and limitations of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.

6. CARRIER'S RESPONSIBILITY

(1) PORT TO PORT SHIPMENT

(A) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Delivery shall be determined in accordance with any national law making the Hague Rules, Hague-Visby Rules, COGSA or any other rules compulsorily applicable to this bill of lading or in any other case in accordance with the Hague Rules Article 1-8 inclusive (excluding Article 3 rule 8) only.

(B) Where the Carriage is not Port to Port, the liability of the Carrier for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, however caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defense, limitation and liberty in the Hague Rules, Hague-Visby Rules, COGSA or any other rules as applied by Clause 6(1)(A) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

(C) If COGSA applies then the provisions stated in COGSA shall govern the Carrier's liability throughout the Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the container yard, freight station or area immediately adjacent to the sea terminal before loading onto the vessel or after discharge therefrom as the case may be. Where the Merchant requests the Carrier to procure Carriage by an inland Carrier in the United States of America, such Carriage shall be subject to the liability of the inland Carrier which shall be subject to the inland Carrier's contract tariff. If, for any reason, the Carrier is discharged before the time of act of discharge, then the Carrier's liability for loss or damage to the Goods shall be determined in accordance with Clause 6(2) hereof.

(D) If the Goods are discharged at a Port other than the Port of Discharge or (save in the United States of America) at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this bill of lading as the Port of Discharge or Place of Delivery.

(2) COMBINED TRANSPORT

Save as otherwise provided in this bill of lading, the Carrier shall be liable for loss or damage to the Goods occurring from the time when he receives the Goods into his charge until the time of delivery to the extent set out below.

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Merchant:

(1) The Carrier shall be relieved from liability where such loss or damage was caused by:

(a) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Sub-Contractor.

(b) Compliance with the instructions of a Person entitled to give them.

(c) The lack or insufficiency of or defective condition of packing in the case of Goods which, by their nature are liable to wastage or to be damaged when not packed or not properly packed.

(d) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.

(e) Inherent vice of the Goods.

(f) Strikes or lock outs or stoppages or restraints of labor from whatsoever causes whether partial or general.

(g) Fire, unless caused by the actual fault or privity of the Carrier; for which the Merchant shall have the burden of proof.

(h) A nuclear incident.

(i) Any cause or event which the Carrier could not avoid; therefore, he could not prevent by the exercise of reasonable diligence.

(2) The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6(2)(A) will rest upon the Carrier. Save that if the Carrier can establish that the loss or damage was caused by one or more of the causes or events specified in Clause 6(2)(A)(i)(c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z), (aa), (ab), (ac), (ad), (ae), (af), (ag), (ah), (ai), (aj), (ak), (al), (am), (an), (ao), (ap), (aq), (ar), (as), (at), (au), (av), (aw), (ax), (ay), (az), (ba), (bb), (bc), (bd), (be), (bf), (bg), (bh), (bi), (bj), (bk), (bl), (bm), (bn), (bo), (bp), (bq), (br), (bs), (bt), (bu), (bv), (bw), (bx), (by), (bz), (ca), (cb), (cc), (cd), (ce), (cf), (cg), (ch), (ci), (cj), (ck), (cl), (cm), (cn), (co), (cp), (cq), (cr), (cs), (ct), (cu), (cv), (cw), (cx), (cy), (cz), (da), (db), (dc), (dd), (de), (df), (dg), (dh), (di), (dj), (dk), (dl), (dm), (dn), (do), (dp), (dq), (dr), (ds), (dt), (du), (dv), (dw), (dx), (dy), (dz), (ea), (eb), (ec), (ed), (ee), (ef), (eg), (eh), (ei), (ej), (ek), (el), (em), (en), (eo), (ep), (eq), (er), (es), 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