Bill of Lading · Terms and Conditions

1. Definitions

"Bill of Lading" means the present document, whether issued as a Bill of Lading or a Sea Waybill, and whether issued in paper or electronically.

"Carriage" means the whole or any part of the operations and services undertaken by Carrier in respect of the Goods covered by this Bill of Lading.

"Carrier" means Chenxin Comprehensive Shipping Limited.

"Container" includes any container, trailer, transportable tank, flat, or any similar article used to consolidate Goods and any connected equipment.

"Freight" includes all charges payable to Carrier in accordance with the applicable tariff and this Bill of Lading.

"Goods" means the whole or any part of the cargo received from the shipper and includes any equipment or Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the International Convention for the Unification of Certain Rules relating to Bills of Lading of 1924 only.

"Hague-Visby Rules" means the Hague Rules including the Visby amendments of 1968 and the amendments by the Protocol of 1979.

"Merchant" includes the booking party, shipper and consignee named on page 2 hereof, holder, receiver of the Goods or of this Bill of Lading, and any person owning or entitled to the possession of the Goods or this Bill of Lading.

"Servants or Agents" includes the owners, managers and operators of any Vessel (other than Carrier), master, officers and crew of the Vessel(s), charterers, slot and space charterers, the Vessel, all underlying carriers, bailees, direct and indirect subcontractors, stevedores, terminal and groupage operators, road and rail transport operators, or any other party employed by or on behalf of Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with Carrier or not.

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

"Vessel" means any vessel including but not limited to a main line vessel, feeder ship, barge or any other means of conveyance by water used for the Carriage of the Goods under this Bill of Lading.

2. Carrier's Tariff

The terms and conditions of Carrier's applicable tariff are incorporated herein, including but not limited to terms and conditions relating to demurrage and detention. The provisions relevant to the applicable tariff can be acquired from Carrier or his Agents upon request. Carrier's standard tariff can be accessed online at https://chenxinshipping.com/. In the case of any inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.

3. Warranty

Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

4. Sub-Contracting and Indemnity

(1) Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage, including but not limited to loading, unloading, storing and warehousing.

(2) Merchant hereby agrees that no Servants or Agents are, or shall be deemed to be liable with respect to the Goods or the Carriage as Carrier, bailee or otherwise, and agrees not to file any claim against any Servant or Agent seeking to impose liability in connection with the Carriage. if any claim is made against any of the Servants or Agents，Merchant shall indemnify Carrier against all consequences thereof. Without prejudice to the foregoing, all rights, exemptions, defenses, and limitations of and exoneration from liability provided by law or by these Terms and Conditions, including the jurisdiction clause, shall be available to every Servant or Agent and Vessel which shall be entitled to enforce same against Merchant.

(3) The provisions of Clause 4 (2) shall extend to claims of whatsoever nature against other persons chartering space on the carrying Vessel.

5. Carrier's Responsibility

(1) Port-to-Port Shipment

(a) When loss or damage has occurred to the Goods between the time of loading on the Vessel and the time of discharge from the Vessel, the responsibility of Carrier shall be determined in accordance with laws of P.R.China.

(b) However, in the event that the Bill of Lading covers a shipment from or to the USA, US COGSA shall govern and apply from loading the Goods on the Vessel until discharge. US COGSA shall also be applicable during all times before the Goods are loaded on or after they are discharged from the Vessel.

(c) Carrier shall not be responsible for any fault of its personnel and of the Vessel's crew in cases of damage or loss caused by fire or explosion on board the Vessel or caused by the navigation or management of the Vessel, in the latter case save for damage or loss caused when executing measures which were pre-dominantly taken in the interest of the Goods ("Error in Navigation and Fire Defenses").

(d) Carrier shall not be responsible for any fault of other persons involved in the navigation or management of the Vessel, in particular pilots on board of the Vessel or the crew of a tug boat assisting the Vessel, in cases of damage or loss caused by the navigation or the management of the Vessel, save for damage or loss caused when executing measures which were pre dominantly taken in the interest of the Goods.

(e) Prior to loading and after discharge Carrier is not deemed to have custody of the Goods. Carrier is not responsible for acts or omissions of a terminal operator to which the Goods were submitted.

(f) Unless notice of loss or damage be given in writing to Carrier or its agent at the port of discharge 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 is not apparent, within three (3) days, such removal shall be *prima facie* evidence of the delivery by Carrier as described in this Bill of Lading and any such loss or damage which may have occurred to the Goods shall be deemed to be due to circumstances which are not the responsibility of Carrier. The notice must clearly specify the damage. Notwithstanding the aforesaid, if a Container has been delivered to Merchant, Merchant must prove that the damage to or loss of the Goods did not occur during the period after delivery, when the Container was in the custody of Merchant.

(g) Compensation shall be calculated by reference to the value of the Goods at the place and the time they are delivered to Merchant, or at the place and the time they should have been delivered. For the purpose of determining the extent of Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus Freight and insurance if paid.

(2) Multimodal Transport

(a) If the place of damage to or loss of the Goods is known, the responsibility of Carrier is determined by the law which applies to this leg of Carriage except in cases which are governed by Clause 5 (2) (d) below.

(b) If it is established that loss or damage occurred during the port-to-port leg the "Error in Navigation and Fire Defenses" as per Clause 5 (1) (b) apply.

(c) If it is established that loss or damage occurred during the port-to-port leg, Clause 5 (1) (c) shall apply.

(d) In the event that part of the multimodal transport involves a shipment to or from the USA, US COGSA shall govern and apply from loading the Goods on the Vessel until discharge. US COGSA shall also be applicable during all times before loading and after discharge of the Goods from the Vessel.

(e) With respect to road Carriage between countries in Europe liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956; and during rail Carriage between countries in Europe according to the International Agreement on Railway Transports (CIM), dated February 25, 1961 or any amendments to this Convention or Agreement.

(f) Unless notice of loss or damage be given in writing to Carrier or its agent at the port of discharge before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof under the contract of Carriage, or, if the loss or damage is not apparent within seven (7) days, such removal shall be *prima facie* evidence of the delivery by Carrier as described in this Bill of Lading. The notice must clearly specify the damage. Notwithstanding the aforesaid, if a Container has been delivered to Merchant, Merchant must prove that the damage to or loss of the Goods did not occur during the period after delivery, when the Container was in the custody of Merchant.

(g) Compensation shall be calculated by reference to the value of the Goods at the time they were delivered to Carrier for Carriage.

(h) IN THE EVENT THAT THE LAW WHICH IS APPLICABLE UNDER CLAUSE 5 (2) (a) IS NOT MANDATORY BUT PROVIDES FOR LIABILITY EXCEEDING 2 SDRS PER KILO, THE MAXIMUM LIABILITY SHALL BE 2 SDRS PER KILO OF THE GROSS WEIGHT OF THE GOODS LOST OR DAMAGED. SDRS MEANS SPECIAL DRAWING RIGHTS AS DEFINED BY THE INTERNATIONAL MONETARY FUND. THIS SUB-SECTION (h) DOES NOT APPLY IF THE LOSS OR DAMAGE TO THE GOODS OCCURRED ON A SEA LEG.

(i) IF THE STAGE OF THE CARRIAGE DURING WHICH LOSS OR DAMAGE OCCURRED IS NOT KNOWN, CARRIER'S MAXIMUM LIABILITY SHALL IN NO EVENT WHATSOEVER AND HOWSOEVER ARISING EXCEED 2 SDRS PER KILO OF GROSS WEIGHT OF THE GOODS LOST OR DAMAGED.

(j) CARRIER SHALL NOT BE ENTITLED TO THE BENEFIT OF THE LIMITATION OF LIABILITY PROVIDED FOR IN CLAUSE 5 (2) (h) AND (i) IF IT IS PROVED THAT THE DAMAGE RESULTED FROM AN ACT OR OMISSION OF CARRIER OR ITS SERVANTS OR AGENTS DONE WITH INTENT TO CAUSE DAMAGE, OR RECKLESSLY AND WITH KNOWLEDGE THAT DAMAGE WOULD PROBABLY RESULT.

(k) Subject to the applicable restrictions in statutory law and international conventions, Carrier shall not be liable for damage caused by error in navigating or handling the Vessel, including errors caused by the arrangement of a group of tugs or pushers.

(3) Change of Destination by Merchant

In the event that Merchant requests Carrier to deliver the Goods at a port or place other than the port of discharge or the place of delivery originally designated in this Bill of Lading and Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Bill of Lading Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with Merchant had been entered on page 2 of this Bill of Lading as the port of discharge or place of delivery.

6. Time for Suit

In any event, Carrier shall be discharged from all liability in respect of loss of or damage to the Goods, non-delivery, mis-delivery, delay or any other loss or damage connected or related to the Carriage unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

7. Sundry Liability Provisions

(1) Hague Rules/Hague-Visby Rules

Without prejudice to Clause 5 (2) hereof, in the event that suit is brought in a court other than the court as provided for in Clause 25, and Clause 25 is not enforced by Carrier or the court, then (a) if this Bill of Lading has been issued in a country where the Hague-Visby Rules are compulsorily applicable, Carrier's liability shall not exceed 2 SDRs per kilo of the gross weight or 666,67SDR per package of the Goods lost or damaged, whichever is higher, or (b) if this Bill of Lading has been issued in a country in which the Hague Rules apply, Carrier's liability shall not exceed GBP 100 per package or unit.

(2) US COGSA

Notwithstanding Clause 7(1), if the Bill of Lading covers a shipment to or from the US. and suit is brought in a court other than as provided in Clause 25, and Clause 25 is not enforced by Carrier or the court, then US COGSA shall apply. The provisions of US COGSA shall also govern during all times before the Goods are loaded on and after they are discharged from the Vessel. Carrier's maximum liability in respect to the Goods shall not exceed USD 500 per package or, where the Goods are not shipped in packages, USD 500 per customary freight unit unless the nature and value of the Goods has been declared by Merchant and inserted in writing on page 2 of the Bill of Lading and said Merchant shall have paid the applicable *ad valorem* freight rate set forth in. Carrier's tariff.

(3) Shipper's declared value

Merchant agrees and acknowledges that Carrier has no knowledge of the value of the Goods and that compensation higher than that provided for herein may not be claimed unless the nature and value of such Goods have been declared by Merchant, agreed to by Carrier, and inserted into the Bill of Lading before shipment. In addition the applicable *ad valorem* Freight rate as set out in Carrier's tariff must be paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value is higher than the actual value, Carrier shall in no event be liable to pay compensation higher than the net invoice value of the Goods plus Freight and insurance if paid. Any references, when shown on page 2 of this Bill of Lading, to letters of credit, import licenses, sales contracts, invoices or order number and/or details of any contract to which Carrier is not a party shall not be regarded as a declaration of value

(4) Limitation of Liability

It is hereby agreed by Merchant that Carrier qualifies as a person entitled to limit liability under any Convention or Act pertaining to limitation of liability on maritime claims, whichever is applicable. Carrier may be the ship-owner, charterer (including a slot- or space charterer), manager or operator of the Vessel, or salvor rendering services in connection with salvage operations. If any claims are made against the Servants or Agents, they are entitled to avail themselves of the same limitation available to Carrier.

(5) Delay

(a) Unless expressly agreed, Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use, and Carrier shall not be liable for any direct, indirect or consequential loss or damage caused by delay.

(b) If Carrier will nevertheless be considered liable for loss or damage resulting from delay, such liability shall not exceed one (1) times the Freight.

(c) Sub-section (b) shall not apply if the law governing a particular loss or damage resulting from delay provides for a lower limitation amount.

(d) Cl. 7 (5) (a) and (b) shall not apply if the delay was caused by Carrier or its Servants or Agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.

(6) Scope of Application and Exclusions

(a) The rights, defenses, immunities, exemptions, limitations and liberties of whatsoever nature provided for in this Bill of Lading or under statute shall apply in any action against Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract or in tort.

(b) Save as otherwise provided herein, Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of business or profits, unless it is established that Carrier himself acted with the intent to cause damage, or recklessly and with knowledge that damage would probably result.

8. Shipper-Packed Containers

If a Container has not been packed by or on behalf of Carrier:

(1) Carrier shall not be liable for loss of or damage to the Goods caused by:

(a) the manner in which the Container has been packed or

(b) the unsuitability of the Goods for Carriage in the Container supplied or

(c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls or ventilation settings thereof, provided that, if the Container has been supplied by or on behalf of Carrier, this unsuitability or defective condition would have been apparent upon inspection by Merchant at or prior to the time when the Container was packed or

(d) packing refrigerated Goods that are not at the correct temperature for Carriage.

(2) Merchant shall indemnify Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more matters referred to in Clause 8 (1).

(3) With regard to temperature- or atmosphere-controlled Goods, Carrier shall be deemed to have fulfilled its obligations under the contract of Carriage and shall have no liability whatsoever if such Goods are carried in a range of plus or minus 2,5 degrees Celsius with regard to any temperature indicated on page 2 of this Bill of Lading. The term "apparent good order and condition" when used in this Bill of Lading with reference to the Goods which require refrigeration does not mean that the Goods when received were verified by Carrier as being at the temperature indicated on page 2 of this Bill of Lading.

Where a temperature is indicated Carrier undertakes that the Container is equipped to maintain the temperature set by Merchant. Merchant remains responsible for the consequences of any temperature irregularities, including but not limited to the Goods being at a higher temperature upon loading into the Container than that required for the Carriage (hot stuffing) prior to receipt or after delivery by Carrier.

(4) Container with Goods packed by Merchant shall be delivered to Carrier with an intact high security seal in place, and the seal number provided to Carrier by Merchant. In the event the Container is not so sealed, Carrier reserves the right, at Merchant's expense, to return the Container to Merchant for resealing, or to affix a seal.

9. Inspection of Goods

Carrier or any Servant or Agent or any other person authorized by Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods. If, by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, Carrier will not be liable for any loss or damage incurred as a result of such opening, unpacking, inspection or repacking. Carrier shall be entitled to recover the costs of such opening, unpacking, inspection and reoacking from Merchant.

10. Carriage Affected by Condition of Goods

If it appears at any time that, due to their condition, the Goods cannot safely or properly be carried further or without incurring additional expense or taking any measure(s) in relation to the Container or the Goods, Carrier may, without notice to Merchant, take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or sell or dispose of the Goods, and/or abandon the Carriage and/or store them ashore or afloat, under cover or in the open, at any place, whichever Carrier, in its absolute discretion, considers most appropriate, which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Bill of Lading. Merchant shall indemnify Carrier against any additional expense so incurred.

11. Description of the Goods and High Value Cargo

(1) The shipper warrants to Carrier that the particulars relating to the Goods as set out on page 2 have been checked by the shipper on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the shipper, are adequate and correct. The shipper also warrants that the Goods are lawful Goods and contain no contraband.

(2) Carrier is neither prepared to enter into a contract of Carriage nor to issue a Bill of Lading regarding High Value Cargo without Carrier's prior written consent to perform such a carriage. High Value Cargo shall consist of Goods with an invoice value of USD 2,000,000 or above. Carrier shall be discharged from all liability in respect of loss or damage to such Goods, non-delivery, delay or any other loss connected or related to the Carriage in case of failure to declare any High value Cargo and seek Carrier's said consent.

12. Merchant's Responsibility

(1) All persons coming within the definition of Merchant shall be jointly and severally liable to Carrier for the fulfillment of all obligations and warranties undertaken by Merchant either in this Bill of Lading, or required by law. Merchant shall indemnify Carrier against all claims, losses, damages, expenses, fines, costs and attorneys fees, arising or resulting from any breach of these obligations and warranties.

(2) It is the sole responsibility of the shipper to provide Carrier electronically or by any other means as agreed by the parties with the VGM of each Container prior to the deadline stipulated by Carrier for submission (VGM cutoff time). If VGM is not provided in time by the shipper or its representative, Carrier shall be under no obligation to commence or continue Carriage of that Container.

(a) Carrier may store/re-weigh or returnthe Container to the shipper or its representative in its discretion for Merchant's account if VGM is not provided in time.

(b) Any demurrage and storage fees resulting from breach of these obligations shall be for Merchant's account.

(c) Merchant shall also be liable for any resulting expenses, fines, delay, loss or damage.

(3) Merchant shall comply with all regulations or requirements of customs, ports and/or other authorities, including but not limited to those relating to VGM, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including Freight for any additional Carriage) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect, or insufficient weighing, marking, number or addressing of the Goods or Containers or the discovery of any drugs, narcotics, stowaways or other illegal substances within Containers packed by Merchant or inside Goods supplied by Merchant, or stamp duty imposed by any country, and shall indemnify Carrier in respect thereof.

(4) if Containers supplied by or on behalf of Carrier are unpacked at Merchant's premises, Merchant is responsible for returning the empty Containers (free of any dangerous goods placards, labels or markings), with interiors brushed and clean, to the point or place designated by Carrier, its Servants or Agents, within the time prescribed. Should a Container not be returned within the time prescribed in the tariff, Merchant shall be liable for any detention, loss or expenses which may arise from such non-return.

13. ISPS Code

(1) Merchant shall comply with the requirements of the ISPS Code. If Carrier is held liable by any State Authority or any other third party Merchant shall indemnify and hold Carrier harmless from any, damages resulting from the violation of the ISPS Code by Merchant.

(2) Merchant undertakes to pay Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code in relation to Merchant's Goods.

(3) Carrier is entitled to deviate the Vessel to a different port and to unload the Goods there if the authorities in the port of discharge have increased their level of security according to the ISPS Code after the Goods have been loaded.

(4) Merchant undertakes to compensate any costs and expenses suffered by Carrier because of a delay of the vessel resulting from a violation of the ISPS Code by Merchant.

14. Freight

(1) Freight shall be deemed fully earned on receipt of the Goods by Carrier and shall be paid and non-returnable in any event.

(2) Freight has been calculated and shall be paid on the basis of particulars furnished by or on behalf of the shipper. If the particulars furnished by or on behalf of the shipper are incorrect, liquidated damages shall be paid to Carrier, in accordance with the applicable tariff.

(3) All Freight shall be paid without any set-off or counterclaim unless the claim is not in dispute or confirmed by final court decision.

(4) If Merchant fails to pay the Freight when due, it shall be liable for all costs, liquidated damages in accordance with the applicable tariff and in particular interest which accrues until payment.

15. Lien

Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable by Merchant to Carrier under this or any other contract and for general average and/or salvage contributions, to whomsoever due. Carrier may exercise its lien at any time and in any place at its sole discretion, whether it acts pursuant to contractual Carriage or not. Carrier's lien shall extend to cover the cost and attorneys fees of recovering any sums due. Carrier shall have the right to sell the Goods at public or private sale at the expense and without notice to Merchant. If the proceeds of this sale fail to cover the whole amount due, Carrier is entitled to recover the deficit from Merchant.

16. Optional Stowage and Deck Cargo

(1) The Goods may be packed by Carrier in Containers and consolidated with other goods in Containers.

(2) Goods, whether or not packed in Containers, may be carried on deck or under deck without notice to Merchant and Carrier shall not be required to note on the Bill of Lading any statement of on-deck Carriage. All Goods whether carried on deck or under deck, shall participate in general average and the Carriage of such Goods is subject to all terms and conditions of the Bill of Lading.

17. Methods and Routes of Carriage

(1) Carrier may at any time and without notice to Merchant:

(a) use any means of Carriage or storage whatsoever, including the utilization of railway, road vehicle or inland river services;

(b) transfer the Goods from one conveyance to another, including but not limited to transshipping or carrying on another Vessel or conveyance or by any other means of transport than that named on page 2;

(c) unpack and remove Goods which have been packed into a Container and forward them in a Container or otherwise;

(d) proceed by any route in its discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order;

(e) load or unload the Goods at any place or port (whether or not such port is named on page 2 as the Port of Loading or Port of Discharge) and store the Goods temporarily at any place or port whatsoever, once or more often and/or

(f) comply with any orders or recommendations given by any government or authority.

(2) The liberties set out in this Clause 17 may be invoked by Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including loading or unloading other Goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any persons. Anything done in accordance with Clause 17 (1) or any delay arising there from shall be deemed to be (i) within the contractual Carriage and shall not be a deviation and (ii) Carrier shall be entitled to full charges and any additional Freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for the same.

18. Matters Affecting Performance

If at any time the Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of any kind including but not limited to labour disruption such as strike and lock-out, war, civil commotion, political unrest, piracy, act of terrorism and threat thereof and howsoever arising (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or when the Goods were received for the Carriage), then Carrier (whether or not the Carriage is commenced) may, at its sole discretion and without prior notice to Merchant, either:

(1) carry the Goods to the contracted port of discharge or place of delivery, whichever is applicable, by an alternative route to that indicated on page 2 of this Bill of Lading or that which is usual for Goods consigned to that port of discharge or place of delivery and shall be entitled to charge such additional Freight; or

(2) suspend the Carriage of the Goods and store them ashore or afloat and endeavor to forward them as soon as reasonably possible and shall be entitled to charge such storage costs and additional Freight; or

(3) abandon the Carriage of the Goods and place them at Merchant's disposal at any place or port which Carrier may deem safe and convenient, whereupon the responsibility of Carrier in respect of such Goods shall cease. Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port.

19. Dangerous Goods

(1) No Goods which are or may become dangerous, inflammable or damaging (including radioactive materials), shall be tendered to Carrier for Carriage without its express consent in writing, and without the Container as well as 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 any applicable laws, regulations or requirements. If any such Goods are delivered to Carrier without such written consent and/or marking, or if in the opinion of Carrier the Goods are or are likely to become a dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant.

(2) Merchant warrants that the Goods are sufficiently packed in compliance with all laws or regulations and requirements with regard to the nature of the Goods.

(3) Whether or not Merchant was aware of the nature of the Goods, Merchant shall indemnify Carrier against all claims, losses, damages or expenses, costs and fees, including attorneys fees, arising in consequence of the Carriage of such Goods.

(4) Nothing contained in this Clause shall deprive Carrier of any of its rights provided for elsewhere.

20. Notification and Delivery

(1) Carrier shall not be obliged to give any notification of the arrival of the Goods to the Merchant. hereunder.

(2) Merchant shall take delivery of the Goods within the time provided for in Carrier's applicable tariff.

(a) If Merchant fails to do so Merchant shall either nominate an alternative receiver or accept a return shipment or organize the cargo disposal, failing which Merchant shall indemnify Carrier for all losses arising out of Merchant's refusal to remedy the situation. Furthermore, Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of Carrier in respect of the Goods stored as aforesaid shall wholly cease.

(b) Merchant shall be responsible for the costs of such storage, as well as detention and demurrage.

(3) If Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under Clause 20 (2), or if in the opinion of Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, Carrier may, without prejudice to any other rights which it may have against Merchant ,without notice sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to Carrier from Merchant.

(4) Without prejudice to an earlier termination by virtue of law or any other clause of this Bill of Lading the responsibility of Carrier shall cease and the Goods shall be considered to be delivered at their own risk and expense in every respect when taken into the custody of customs or other authorities.

(5) Where the Carrier is obliged to hand over the Goods so carried into the custody of the port, customs or any other Authorities at the Port of Discharge or Place of Delivery and the Goods are delivered by the same to the Merchant without necessity of production of this Bill of Lading by the Merchant as required by the local law, regulation and/or practice, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading and there-upon the liability of the Carrier in respect of the Goods shall entirely cease.

(6) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause, notwithstanding its having been notified of the availability of the Goods for delivery, shall constitute an irrevocable waiver by the Merchant to the Carrier of all and any claims whatsoever relating to the Goods or the Carriage. The Merchant shall be liable for any losses, damages, expenses and liabilities incurred and sustained by the Carrier arising from such refusal, including but not limited to, the return of the Goods to their place of origin.

21. FCL Multiple Bills of Lading

(1) Goods will only be delivered in a Container to Merchant if all Bills of Lading with respect to the contents of the Container have been surrendered authorizing delivery to a single Merchant at a single place of delivery. In the event that this requirement is not fulfilled Carrier may unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to Merchant on a LCL basis. Such delivery shall constitute due delivery hereunder, but will only be effected against payment by Merchant of LCL service charges and any charges appropriate to LCL Goods (as laid down in the tariff) together with the actual costs incurred for any additional services rendered.

(2) If this is a FCL multiple Bill of Lading (as evidenced by the qualification of the tally acknowledged on page 2 to the effect that it is "One of .... part cargoes in the Container"), then the Goods detailed on page 2 are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consist of bulk Goods, or are or become mixed or unmarked or unidentifiable, the holders of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as Carrier shall in its absolute discretion determine, and such delivery shall constitute due delivery hereunder.

22. General Average & Salvage

(1) General Average shall be adjusted, stated and settled at any port or place at the Carrier's option according to the York-Antwerp Rules 1994 except Rule XXII thereof and as to matters not provided for by the York Antwerp Rules 1994, according to the laws and usages in London, this covering all Goods carried on or under deck. General average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon before delivery.

(2) In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master shall act on its behalf to procure such services to Goods and that the Carrier may act on its behalf to settle salvage remuneration. The Merchant shall timely and fully provide cash deposit or other security to the salvor without affecting the schedule of the Vessel after the salvage, failing which the Merchant shall be liable for any losses arising therefrom and sustained by the Carrier.

23. Both-to-Blame Collision

The Both-to-blame Collision Clause currently published by the Baltic and International Maritime Conference is deemed to be incorporated into this Bill of Lading.

24. Validity and Carrier's Data Protection Policy

(1) In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but not further be null and void. Unless otherwise specifically agreed in writing between Merchant and Carrier, the Terms and Conditions of this Bill of Lading supersede any prior agreements between Merchant and Carrier.

(2) Carrier's Data Protection Policy may be viewed at https://chenxinshipping.com/

25. Law and Jurisdiction

(1) Except as otherwise provided specifically herein any claim, dispute, suit or proceeding arising under this Bill of Lading and/or the contract between Carrier and the booking party shall be governed by China Law and shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) Hong Kong Arbitration Center for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The seat of arbitration shall be Hong Kong, the number of arbitrators shall be three.

(2) Where the shipment covered by this Bill of Lading is to or from the United States of America (including its districts, territories and possessions), all claims arising hereunder must be brought and heard exclusively in the United States District Court for the Southern District of New York, or if that court is not competent to hear the matter, in any competent state or city court located in New York County. Except as otherwise set out herein, the United States law, including the Carriage of Goods by Sea Act 1936, shall apply to such claims. Where U.S. COGSA applies, then the provisions stated in said Act shall govern during carriage of the Goods before loading on the vessel at the port of loading and following discharge from the vessel at the port of discharge, and throughout the time that the Goods are in the Carrier's possession, custody or control.

(3) This Law and Jurisdiction Clause is intended solely for the Carrier's benefit and may be unilaterally waived by the Carrier, in whole or in part, before or after proceedings are commenced. The Carrier shall be entitled, at its sole option, to pursue any claim against the Merchant in the jurisdiction agreed above, or in any jurisdiction of competent court in the Place of Receipt, the Port of Loading, the Port of Discharging, the Place of Delivery, or any other place related to the carriage, or where the Merchant has a place of business or has assets.

26. New Jason Clause

In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant jointly and severally shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving ship belonged to strangers.

27. Variation of The Contract

No servant, agent or Subcontractor of the Carrier shall have the power to waive or vary any Terms and Conditions of this Bill of lading unless such waiver or variation is in writing and is specifically authorized or approved in writing by the Carrier.

The following clauses are applicable only when document used as a Sea Waybill.

28. Delivery will be made to the consignee or its authorized representative upon presentation of a delivery receipt or other evidence of identity and authorization satisfactory to the Carrier in its sole and absolute discretion without the need of producing or surrendering a copy of Sea Waybill.

29. Except as provided in this Sea Waybill, the contract of carriage as evidenced by this Sea Waybill is subject to the Terms and Conditions of the Carrier's current Combined Transport Bill of Lading Clauses 1 to 27, a copy of which may be obtained from the Carrier and its agent. The Shipper accepts all said Terms and Conditions, including but not limited to the per package and other limitations of liability contained therein, on behalf of the Consignee and the Owner of the Goods and warrants that he has authority to do so.

30. The Consignee or other receiver of the Goods, by presenting this Sea Waybill and/or requesting delivery of the Goods, shall undertake all liabilities of the Shipper under this Sea Waybill and the Carrier's current Combined Transport Bill of Lading, such undertaking being additional and without prejudice to the Shipper's own liability.

31. This Sea Waybill is subject to the CMI Uniform Rules for Sea Waybill.

32. Upon written request of the Shipper prior to arrival of the carrying vessel at the Port of Discharge or Place of Delivery, whichever applicable, the Carrier will use its best efforts to change the Sea Waybill to the Carrier's Bill of Lading, provided that the Carrier shall in no case be liable for failure timely to effect such changes.

33. The Goods are subject to the Carrier's normal credit practices with respect to release of particular Goods, as specified in the Carrier's Tariff and Bill of Lading, including but not limited to, the Carrier's right to a lien against any shipment as security for any unpaid charges due and owing to the Carrier by any party to this Sea Waybill, whether related to the Goods described in this sea Waybill or not.

34. Unless instructed to the contrary by the shipper prior to the commencement of carriage and noted accordingly on the face hereof, the Carrier will, subject to the aforesaid Terms and Conditions, process cargo claims with the Consignee. Claims settlement, if any, shall be a complete discharge of Carrier's liabilities to the Shipper.

(As amended 20250708)