

1. Definition

In this Bill of Lading, the term "Carrier" means the ocean common carrier transporting the goods, including GLOBAL STAR LOGISTICS (CHINA) CO., LTD. and/or its agent. The word "Merchant" includes the shipper, consignee, owner and receiver of the goods and the holder of this Bill of Lading; the word "goods" means the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well; the word "vessel" includes vessel, ship, craft, lighter or other means of transport which is or shall be substituted, in whole or part, for the vessel named on the face hereof.

2. Paramount Clause

a) This Bill of Lading shall have effect subject to any national law making the Hague Rules or the Hague Rules as amended by the Protocol signed at Brussels on the 23rd February, 1968 (the Hague-Visby Rules) compulsorily applicable to this Bill of Lading. If any term of this Bill of Lading be repugnant to the said legislation to any extent, such term shall be void to that extent but no further. Neither the Hague Rules or the Hague-Visby Rules shall apply to this contract where the goods carried hereunder consist of live animals or cargo which by this contract is stated as being carried on deck and is so carried.
b) If no such national law shall be compulsorily applicable the Carrier shall be entitled to the benefit of all privileges rights and immunities contained in the Hague Rules (as set out in the Convention of the 25th August, 1924 in its unamended form) but without prejudice to this right to rely on the terms conditions and exceptions set out herein notwithstanding that they may confer wider or more beneficial rights liberties or immunities upon the Carrier than those set out in the Convention. For the purposes of this sub-clause the limitation of liability under the Hague Rules shall be deemed to be £ 100 sterling lawful money of the United Kingdom per package or unit.

3. Jurisdiction

Any dispute arising under this Bill of Lading shall be decided in Shanghai (China).

4. Period of Responsibility

The carrier or his agents shall not be liable for loss of or damage to the goods during the period before loading and after discharge from the ocean vessel, also not for any risk on any cargo which may be required to be discharged and reloaded in ports on route under port authorities or government requirements, howsoever such losses or damages arise.

5. The Scope of Voyage

The contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical usual or ordinary route or depart, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary thereto, or on other than the direct or customary route. The vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at any port or ports whether scheduled or not, any may call at the same port more than once; may either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, dry-dock, go on ways or to repair yards, shift berths; undergo degaussing, wiping or similar measures, take fuel or stores, land stowaways, remain in port, sail without pilots, tow and be towed, and save or attempt to save life property, and all of the foregoing are included in the contract voyage.

6. Transshipment, etc

The Carrier his servants or agents may at any time and for any purpose whatsoever discharge the Goods or any part thereof from the vessel whether before or after sailing from the port of loading and land or store either on shore or afloat and / or re-ship on the vessel for transship or forward the same (even though they have not been shipped on the Ocean Vessel named herein) by another vessel or other vessels whether prior or subsequent in sailing to the vessel and whether sailing from the port of reception of the Goods or from any other port and whether belonging to the Carrier or to any other port and whether belonging to the Carrier or to any other persons by land or air or other transport. The Goods shall at all times during and after such discharge, while being so landed or in store or awaiting or during re-shipment transshipment or forwarding to another vessel be at the sole risk of the shipper, Consignee, Owner of the Goods or Holder of this Bill of Lading for all purposes whatsoever, but after receipt into the custody of the vessel or other means of transport by which they are to be on-carried, the Carrier shall be entitled to the benefit of all the exceptions, limitations, conditions and liberties of that vessel's Bill of Lading or of the contract of carriage relating to such on-carriage in addition to the benefit of all the exceptions, limitations, conditions and liberties of this bill of Lading. In the event of any conflict between any of the foregoing exceptions, limitations, conditions and liberties, the Carrier shall be entitled to the benefit of those most favourable to him. In the event of there being no immediate opportunity for transshipping the Goods from the port where the Goods are discharged for transshipment, the Carrier his servants or agents shall be at liberty to enter and land the Goods, or to put them into craft or store, at the sole risk and expense of the shipper, Consignee, Owner of the Goods or Holder of this Bill of Lading for all purposes whatsoever. Nothing herein contained shall oblige the Carrier to transship or forward the Goods by any mode or method of conveyance by which goods of the quantity or description or type of the Goods are not usually transhipped or forwarded or shall entitle the Shipper, Consignee, Owner of the Goods, or Holder of this bill of Lading to any return of freight or free them or any of them from their obligations to pay the full freight due and payable hereunder. Nothing herein contained shall limit or affect the rights and liberties of the carrier under clauses 5 and 20.

7. Lighterage

Any lighterage in or off ports of loading or ports of discharge to be for the account of the Merchant.

8. Loading, Discharging and Delivery

Of the cargo shall be arranged by the Carrier's Agent unless otherwise agreed. Landing, storing and delivery shall be for the Merchant's account. Loading and discharging may commence without previous notice. The vessel may commence discharging immediately on arrival without notice to the consignee and discharge continuously irrespective of weather, by day and by night. Sundays and holidays included, any custom of the port to the contrary notwithstanding. On the quay, or into shed, warehouse, depot, bulk, lighter or any other vessel or craft as the carrier or his Agent may determine. The Merchant or his Assign shall tender the goods as 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 Assign 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 or alternatively to act under clause 20.

Weighing and / or measuring on board is only allowed by permission of the Owners. If permission be given all additional expenses incurred by the ship in consequence of such weighing on board and extra stevedoring charges or otherwise shall be for account of shippers and/ or Receivers notwithstanding any custom to the contrary. Permission may be withdrawn by the owners at any time during loading and /or discharge without prejudice to Shipowner's right to recover additional expenses already incurred. The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above. If the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction. The Merchant shall accept his reasonable proportion of unidentified loose cargo.

9. Live animals and deck cargo

a) In the case of live animal(s) and of cargo which in this Bill of lading is so carried on deck the Carrier shall not be liable for loss or damage, howsoever caused.
b) The carrier has the right to carry the goods in container(s) under deck or on deck. When the goods are carried on deck, no matter within container(s) or not, the Carrier shall not be required to specially note, mark or stamp any statement in this Bill of Lading of "on deck".

10. Valuable Goods

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with platinum, gold, silver, jewelry, precious stones, precious metals, radioisotopes, precious chemicals, bullion, specie, currency, negotiable instruments, securities, writings, documents, pictures, embroideries, works of art, curios, heirlooms, collection of every nature or any other valuable goods whatsoever including goods having particular value only for the Merchant, unless the true nature and value of the goods have been declared in writing by the Merchant before receipt of the goods by the Carrier, and the same is inserted in this Bill of Lading and Ad Valorem freight has been prepaid thereon.

11. Heavy Lift

a) The weight of a single piece or package exceeding 1,000 kilograms gross must be declared by the Merchant in writing before receipt by the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than five centimeters high.
b) In case of the Merchant's failure in his obligations under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to or in connection with the goods, and at the same time the Merchants shall be liable for loss of or damage to any property or for personal injury arising as a result of the Merchant's said failure and shall indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier as a result of such failure.

12. Options

The port of discharge for optional cargo must be declared to the vessel's Agents at the first of the optional ports not later than 48 hours before the vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

13. Freight and Charges

a) Freight may be calculated on the basis of the particulars of the goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure or value as furnished by him, at the time of receipt of the goods by the Carrier, but the Carrier may, for the purpose of ascertaining the actual particulars, at any time, open the container(s) and/or package(s) and examine contents, weight, measure and value of the goods at the risk and expense of the Merchant. In case of incorrect declaration of the contents, weight, measure or value of the goods, the Merchant shall be liable for and bound to pay to the Carrier, (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) as and by way of liquidated and ascertained damages, a sum equal to the correct freight.
b) Full freight to the port of discharge or place of delivery named herein shall be considered as completely earned on receipt of the goods by the Carrier, whether the freight be stated as or intended to be prepaid, or to be collectible at destination. The Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the goods be lost or not. Full freight shall be paid on damaged or unsound goods.
c) The payment of freight and/or charges shall be made in full and in cash without any offset, counterclaim or deduction.
d) Freight and all other charges shall be paid in the currency named in this Bill of Lading, or at the Carrier's option, in other currency subject to the regulations of the freight conference concerned of custom at the place of payment.
e) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight of cargo or tonnage of the vessel shall be paid by the Merchant.
f) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
g) The shipper, consignee, owner of the goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder.

h) Payable freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest of 5% shall run from the date when freight and charges are due.

i) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

j) The Merchant shall be liable for all fines and / or losses which the Carrier, vessel or cargo may incur through no-observance of custom House and /or import or export regulations.

k) The carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified. The Carrier shall not be responsible to deliver cargo according to counter-marks.

14. Lien

The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims.

15. Limitation Amount

a) 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 Consignee in accordance with the contract of should have been so delivered.

b) The value of the goods shall be fixed according to the current 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.

c) Compensation shall not, however, exceed 2 SDR (Special Drawing Rights) per kilo of gross weight of the goods lost or damaged, unless, with the consent of the Carrier, the Merchant has declared a higher value for the goods and such higher value has been stated in the Bill of Lading, in which case such higher value shall be the limit. However, the Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim.

16. Delay

The carrier shall not be responsible for any loss sustained by the Merchant through delay to the goods.

17. Incorrect or erroneous statement

The Carrier shall not be responsible for any loss or damage resulting from a bill of lading being issued containing incorrect or erroneous statement

18. General Average and Salvage

a) General Average to be adjusted at shall be adjusted, stated and settled at Shanghai or any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1974, and as to matters not provided for by these Rules, according to the laws and usage of the port or place of adjustment, and in the currency selected by the Carrier. The general average statement shall be prepared by the adjusters appointed by the Carrier. Average agreement or bond and such cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the goods, and any salvage and special charges thereon, and any other additional securities as the Carrier may require shall be furnished by the Merchant to the Carrier before delivery of the goods.

b) In the event of accident, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, 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 vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

19. Both-to-Blame Collision Clause (This clause to remain in effect even if unenforceable in the Courts of the United States of America.)

If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot of the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or no-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owner of the said goods paid or payable by the other or non-carrying vessel or her Owner to the Owner of said cargo and set-off, or recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

20. Government directions, War, Epidemics, Ice, Strikes etc.

a) The master and 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.

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

c) Should it appear that epidemics, quarantine, ice-labour troubles, labour obstructions, strikes, lock-outs, any of which on board 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 Master may discharge the cargo at port of loading or any other safe and convenient port.

d) The discharge under the provision of this clause of any cargo for 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 and a reasonable compensation for any extra services rendered to the goods.

e) If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay or enter reach the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued. The Merchant shall be informed if possible.

21. Strike clause

Carrier not to be responsible for any loss, damage, or delay directly/indirectly caused by, or arising from strikes, lock-outs, labour disturbances, trade disputes, or anything done in contemplation or furthermore thereof, whether the owners be parties thereto or not.

22. "Himalaya" Clause

"It is hereby expressly agreed that no servant or agent of the carrier (including every independent contractor from time to time employed by the carrier) 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 his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the carrier acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading."

The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant on any other from such servant or agent of the Carrier for any such loss, damage or delay or otherwise.

23. Stowage Options

Goods shipped under this Bill of Lading may be stowed in poop, forecabin, deckhouse, shelterdeck, passenger space, or in any other covered in space commonly used in the trade for the carriage of goods and, when so stowed, shall be deemed for all purposes to be stowed under deck. Goods may be stowed by the Carrier or his agents or servants in containers, and containers. Whether the goods therein be stowed by the Carrier or by the Merchant, may be carried on or under deck without notice to the Merchant and, if they are so carried, the Hague Rules or Hague-Visby Rules. As incorporated herein shall be applicable notwithstanding carriage on or under deck and the goods and/or containers shall contribute in general average whether carried on or under deck.

24. Delivery by Marks

a) The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the goods, package(s) and container(s) by the Merchant before they are received by the Carrier in letters and numbers not less than five centimeters high, together with names of the port of discharge and place of delivery. b) In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks.

c) The Merchant warrants to the Carrier that the marks on the goods, package(s) and container(s) correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery, and shall indemnify the Carrier against all loss, damage, expenses, penalties and fines arising or resulting from incorrectness or incompleteness thereof.

d) Goods which cannot be identified as to marks and numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various consignees of goods of like character, in proportion to any apparent shortage, loss of weight or damage, and such goods or parts thereof shall be accepted as full and complete delivery.

25. Fire

The Carrier shall not be liable for any loss or damage wheresoever and whensoever occurring by reason of any fire whatsoever, including that occurring before loading on or after discharge from the vessel, unless such fire shall have been caused by the actual fault or privity of the Carrier.

26. Notice of Claim and Time of Suit

a) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the goods or, if the loss or damage be not apparent, within 3 days after delivery, the goods shall be deemed to have been delivered as described in this Bill of Lading.

b) In any event the Carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

27. Identity of Carrier

The Contract evidenced by this Bill of Lading is between the Merchant and the Owner of the ocean vessel named herein (or substitute) and it is therefore agreed that said Shipowner only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's seaworthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and /or bailee of the goods shipped hereunder, all limitations of, and exonerations from liability provided for by law or by this Bill of Lading shall be available to such other.

It is further understood and agreed that as the Line, Company or Agents who has executed this Bill of Lading for and on behalf of the Master is not a principal in this transaction, said Line Company or Agents shall not be under any liability arising out of the contract of carriage, nor as Carrier nor bailee of the goods.