

Shipper (full name & address)

BILL OF LADING

Reference No.

B/L No.

Consignee



Notify Party (full name & address)

Sea-Cargo A/S

Wernersholmvei 5, P.o. Box 353 Nesttun

N-5852 Bergen, Norway

* Pre-carriage by

* Place of receipt by pre-carrier

Vessel

Port of loading

Port of Discharge

* Place of Delivery by on-carrier

Tel. 00 47 55 10 84 84 Fax: 00 47 55 91 22 33

Mail: mail@sea-cargo.no

Marks and Nos.

Description of goods and number / type of packaging

Gross weight KG

Cube m3

Particulars declared by shipper

Freight & charges

SHIPPED on board in apparent good order and condition unless otherwise stated and to be discharged at port of discharge or so near thereto as the vessel may safely get and be always afloat. Weight, measurement, marks, numbers, quality, contents and value, although declared by the Shipper in the Bill of Lading, are to be considered unknown unless the contrary has been expressly acknowledged and agreed to. The signing of this Bill of Lading is not to be considered as such an agreement. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions, on both pages, whether written, printed, stamped or otherwise incorporated as fully as if they were all signed by the merchant. One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery Order.

IN WITNESS whereof the Master or agent has signed the number of original Bills of Lading stated below all of the tenor and date, one of which being accomplished, the other to stand void.

Freight Payable at

Place and date of issue

Number of original Bs/L

Signed for the Carrier (As Agents only)

* Applicable only when documents used as a combined Transport Waybill.

1. **DEFINITION.** Wherever the term 'Merchant' is used in this Bill of Lading, it shall be deemed to include the Shipper, the receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the cargo.

2a) **LAW OF APPLICATION.** The contract of carriage evidenced by this Bill of Lading shall be governed by the Norwegian Law subject to all provisions set forth hereunder.

b) **PARAMOUNT CLAUSE.** The Hague Rules contained in the international Convention for the unification of certain Rules relating to Bills of Lading, dated Brussels 25th August 1924 as enacted in the country of shipment, shall apply to this Contract. When no such enactment is in force in the country of shipment the corresponding legislation of the country of destination shall apply but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the above said Convention shall apply. However if this Bill of Lading has been issued for the carriage of the goods from a Belgian port, the rules of article 91 of Book II, Title II Chapter II of the Belgian Commercial Code shall apply exclusively. Trades where Hague-Visby Rules apply.

In trades where the international Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - The Hague - Visby Rules - apply compulsorily, the provisions of the respective legislation shall be considered incorporated in the Bill of Lading. The Carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another carrier, and to deck cargo, live animals and plants.

3. **JURISDICTION.** Any dispute arising under this Bill of Lading shall be decided by the BERGEN Town Court all actions under the present contract of carriage having to be brought exclusively before the aforementioned court, and no other court, shall have jurisdiction with regard to any such action unless the carrier appeals to another jurisdiction or voluntarily submits himself thereto.

4. **PERIOD OF RESPONSIBILITY.** The carrier shall under no circumstances be liable for any loss or detention or damage to goods, howsoever caused arising at a time when the goods are not in the actual custody of the carrier or his servants. Should the goods be required to be discharged and reloaded in ports en route under port authorities or government requirements, the carrier will in no case whatsoever be liable for loss, damage or delay, howsoever caused resulting from such discharging, sojourn out of the vessel and reloading on board.

5. **THE SCOPE OF THE VOYAGE.** 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 order, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary thereto, or direct from 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, and 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 to repair yards shift berths, undergo degaussing, wiping or similar measure, take fuel or stores and stowaways, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage. Owner's option to complete all kinds of cargo from other port or ports to other port or ports.

6. **SUBSTITUTION OF VESSEL, TRANSHIPMENT AND FORWARDING.**

Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport proceeding either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to tranship, land and store the goods either on shore or afloat and reship and forward the same at the Carrier's expense but, at Merchants risk. When the ultimate destination at which the carrier may have engaged to deliver the goods is other than the vessel's port of discharge, the Carrier acts as forwarding agent only.

The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him. The cargo shall be forwarded as soon as practicable but the Carrier shall not be liable for any delay. For throughfreights from and to other ports Carrier's liability is limited to his Carriage. For pre-and oncarriage the individual Bill of Lading conditions are valid.

7. **LIGHTERAGE.** Any lightering in or off ports of loading or ports of discharging to be for the account of the Merchant.

8. **LOADING, DISCHARGING AND DELIVERY** of the cargo shall be arranged by the Carrier's Agents unless otherwise agreed. Landing, storing and delivery shall be for the Merchants 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 Agents may determine. The Merchant or his Assign shall tender the goods when the vessel is ready to land 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 17.

Weighing and tallying on board during discharge is only allowed by permission of the ship's agent. If permission be given all additional expenses incurred by the ship in consequence of such weighing and tallying on board and whether in respect of extra stevedoring charges or otherwise shall be for account of the receivers, notwithstanding any custom to the contrary. Permission may be withdrawn by the ship's agent at any time during 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.

The Carrier shall not be responsible to deliver cargo according to countermarks.

9. **LIVE ANIMALS, PLANTS AND DECK CARGO,** shall be carried subject to the Hague Rules as referred to in clause 2 hereof with the exception that notwithstanding anything contained in Clause 19 the Carrier shall not be liable for any loss or damage resulting from any act, neglect or default of his servants in the management of such animals, deck cargo and plants.

10. **OPTIONS.** The port of discharge for optional cargo must be declared to the vessel's agent 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.

11. **FREIGHT AND CHARGES**

a) Freight whether prepayable or payable at destination (collect freight) and whether paid or not, shall be considered as fully earned upon shipment and non-refundable in any event. The Carrier's claim for any charges under this contract shall be considered definitely established in like manner as soon as the charges have been incurred. Prepayable freight shall fall due upon shipment and collect freight and charges when the contract is determined by fulfillment or otherwise howsoever interest at 5.5 per cent shall run from date when freight and charges are due.

b) 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.

c) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the vessel shall be paid by the Merchant.

d) The Merchant shall be liable for all fines and / or losses which the Carrier, vessel or cargo may incur through non-observance of Custom House and / or import or export regulations.

e) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods to claim double 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.

f) Reimbursements to be paid to shipper's only after payment by Consignees, unless goods were delivered by Carriers without collection.

12. **LIEN** The Carrier shall have a lien on the cargo for all freight and also for any other 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.

13. **CARGO CLAIMS** Should the carrier be held responsible for loss or damage to the goods, the carrier's liability shall in no case exceed the net invoice costs plus freight if prepaid in any event the carrier's liability per package or unit shall not exceed the amount provided by the Hague Rules referred to in clause 2, b of this Bill of Lading.

14. **DELAY** The carrier shall not be responsible for any loss sustained by the Merchant through delay of the goods unless caused by the Carrier's personal gross negligence.

15. **GENERAL AVERAGE AND SALVAGE.** General average to be adjusted at any port or place at Carrier's option and to be settled according to the York Antwerp Rules 1974. In the event of accident, danger, 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 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. Such deposit as the Carrier or his Agent may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required be made by the Merchant to the Carrier before delivery.

16. **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 or 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 non carrying vessel or her Owners in so far as such loss or liability represents loss of or damage to any claim whatsoever of the Owner of the said goods 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 vessel or objects are at fault in respect of a collision or contract.

17. **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 a 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 port of loading or any other safe and convenient port.

c) Should it appear that epidemics, quarantine, ice-labour troubles, labour obstructions, strikes, lockouts, 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 leave again, all of which safely and without delay, the Master may discharge the cargo at the port of loading or any safe and convenient port. In case ice would prevent the vessel of reaching or entering the port of destination, the Master may discharge at any other safe and convenient port or any other port ordered by the Finnish nautical authorities by which the contract deems to be duly fulfilled.

d) The discharge under the provisions 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 reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued.

f) The merchant shall be informed if possible.

18. **IDENTITY OF CARRIER.** The Contract evidence by this Bill of Lading is between the Merchant and the Owner of the 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 limitation 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 the transaction, said Line, Company or Agent shall not be under any liability arising out of the contract of carriage, nor as Carrier, nor bailee of the goods.

ADDITIONAL CLAUSES

A. **SCANDINAVIAN TRADE, SHIPMENT BETWEEN PORTS IN DENMARK, FINLAND, NORWAY AND SWEDEN.** Where Section 122 of the Danish, Finnish, Norwegian or Swedish Maritime Codes applies the Carrier takes all reservations as to responsibility permissible under section 122 and 123 of the said codes.

B. **IRON AND STEEL ANGLES BARS CHANNELS ETC PIPES AND TUBES AND PLATE CUTTINGS.** Vessel not responsible for correct delivery and all expenses incurred at port of discharge consequent upon insufficient securing or marking will be payable by consignees unless

a) every piece is distinctly and permanently marked with oil paint.

b) every bundle is securely fastened, distinctly and permanently marked with oil paint and metal tagged, so that each piece or bundle can be distinguished at port of discharge.

C. **HOLLAND.** The merchant by accepting this Bill of Lading expressly waives and renounces Article 700 of the Netherlands Commercial Code and agree that damage to and expenses and sacrifices incurred by the vessels, even if caused by the inherent vice of unseaworthiness of the vessel, or by fault or neglect of the Master or Crew, shall be considered as matters of General Average and shall be contributed to by the Merchant accordingly.

E. The Carrier is not liable for damage to goods caused by insufficient and / or lack of packing. Furthermore the carrier is not liable for damage to goods, which are delivered in open railway cars, trucks etc (even if covered by tarpaulins), caused by climatic conditions like rain, snow, etc. damaged by moisture rust etc it is unessential whether the goods were shipped in apparent good order and condition or not.

F. In any case conditions of latest issue of Bill of Lading form are binding.

G. **REFRIGERATED GOODS.** No goods will be stowed in refrigerated, insulated or specially cooled or ventilated compartments unless expressly so agreed in writing. If before loading goods in any insulated space the Carrier obtains the certificate of the Classification Society's Surveyor or other competent person that such insulated space and the refrigerating machinery are in the opinion of the Surveyor or of the other competent person fit and safe for the conveyance of refrigerated cargo, the existence of the vessel's class together with the production of the aforesaid certificate shall be conclusive evidence against the Charterer and / or shipper that the vessel's insulated space and refrigerating machinery were before and at the beginning of the voyage fit and safe for the reception, carriage and preservation of the goods. It is expressly agreed that any negligence fault or error in the operation of the refrigerating machinery shall be deemed to be a fault or error in the management of the vessel and shall not be considered to be a fault or failure in the stowage, custody and / or care of the goods shipped in refrigerated space.

H. **SPACE LIFTS.** Cranes at loading and discharging port for pieces and packages exceeding 3 tonnes shall be for account and risk of the Merchant if discharge of lifts, which on account of their weight, cannot be effected by the vessel's gear and in opinion of the master cannot safely take place by absence or breakdown of the shore crane or floating crane, the Master at his option may discharge the goods at an other available port or at the nearest port to which the vessel is bound, or may carry them one or more voyages at Merchant's risk and in every event the vessel's liability shall cease forthwith, and the freight be considered earned, or the Master may at his option at the risk of the Merchant bring them back to port or shipment and warehouse them there at Merchant's expense, outward freight with charges being payable before delivery.