NON-VEssel OPERATING COMMON CARRIER TERMS AND CONDITIONS

1. DEFINITIONS
a) “Bill of Lading” as used herein includes conventional bills of lading, as well as electronic, express and laser bills of lading, sea waybills and all like documents, however generated, covering the Carriage of Goods by a non-vessel operating common carrier (“NVOCC”).
b) “Carriage” means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
c) “CarrIer” means a person other than the Merchant who undertakes to transport the cargo and the employees and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this Bill of Lading.
d) “On Board” or “for the performance of the obligations of any of them under this Bill of Lading.
h) “On Board” or “board” means the ship, the vessel, the cargo, the containers of the Carrier, its equipment, the crew and its officers, the stevedore, the dock, the wharf, the cranes, the winch, any other equipment or any other article of transport and any equipment associated or appurtenant thereto.

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7. DESCRIPTION OF GOODS AND MERCHANT’S RESPONSIBILITIES
a) The description and particulars of the Goods set out on the face hereof and any description, particular or other representation appearing on the Bill of Lading, Container or other packages or documents furnished by the Merchant, and the Merchant warrants to the Carrier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

The document contains terms and conditions for a non-vessel operating common carrier (NVOCC) and includes provisions regarding the Carriage of Goods, applicable legislation, and responsibilities of the Carrier, Merchant, and other parties involved in the transportation. The text covers topics such as limitation of liability, preservation of Bills of Lading, and the rights and duties of the parties involved. It also includes definitions of key terms and conditions, ensuring compliance with COGSA and other applicable legislation. The document is designed to provide a legal framework for the transportation of goods by NVOCCs, outlining the rights and obligations of all parties involved in the process.
by or on behalf of the Merchant, the Merchant warrants that it has properly pre-cooled the Container, that the Goods have been properly
stocked and secured within the Container and that the temperature of the Goods when loaded is such as will permit any latent defects to
be cured before the Goods can be delivered to the Carrier or the other
parties concerned. Where the Merchant has failed to do so, or where
the Carrier, its agents, employees, or any Participating carrier or independent Contractor. The Merchant accepts responsibility for any
damage or loss of or to the Container which occurs after the Carrier,
its agents, or employees have taken possession of it, unless it is
shown that such damage or loss was caused by the negligence of
the Carrier or of its agents, or employees.

10. OPTION OF INSPECTION.
The Carrier waives, and the participating carrier shall be entitled, but under no
obligation, to open any Container at any time and to inspect the contents.
If it thereupon appears that the contents or any part thereof cannot safely or
prudently be delivered or the Carrier otherwise has good cause to do so, the
Carrier waives any additional expense, the Carrier and Participating carrier, independent
contractor, their agents and employees, harmless from and against all
losses, costs, expenses, and all other consequences thereof regardless
of their nature and merit.

11. DECK CARGO.
Deck Cargo shall be carried only if approved by the Carrier, except that cargo
that carried in Containers on deck and live animals are received and carried
solely at Merchant’s risk (including accident or mortality of animals), and the Carrier will not in any event be liable for any
loss or damage to Deck Cargo caused by the act or omission of any other
person or persons in the operation of the Vessel, or by the act or omission
of any other vessel, by or on behalf of the Merchant, the Carrier, its agents,
employees, or any Participating carrier or independent Contractor.

12. METHODS AND ROUTES OF TRANSPORTATION.
With respect to the Goods or Containers or other packages, the Carrier may at any
time and without notice to the Merchant:

a) change the means of transport (water, land and/or air) or storage
whenever the Carrier determines that it is necessary or advisable to do so;

b) forward, tranship or retain on board or carry on another vessel or
carrier, or deliver by or on behalf of the Carrier or by one or more
of any other means of transport that he may consider to be advisable to
the相反 side hereof;

c) carry Goods on or under deck at its option;

d) proceed by any route in its sole and absolute discretion and without
its nearest, direct, customary or authorised route or in or out of
goal geographical rotation;

e) avoid any place whatsoever once or more often and in any
order or omit calling at any port, whether scheduled or not;

f) store, vanned or devanned, at any place whatsoever, ashore or afloat,
in any order and without notice to the Merchant, and in any manner
that shall be determined by the Carrier;

f) proceed with or without pilots;

g) carry livestock, contraband, explosives, munitions, warlike stores,
ammunitions, for which the Carrier is not responsible, or any other
materials or substances which the Carrier may consider hazardous or
hazardous to life;

h) dry-dock or stop at any uncharted or unexplored port for burdens,
repairs or for any purpose whatsoever;

discharge and require the Merchant to take delivery, without
delay and under all circumstances;

k) comply with any orders, directions or recommendations given by
any government or authority or by any person or body acting or purporting
to act with the authority of any such government or authority in the
presence of the insurance on the Vessel or other conveyance employed
by the Carrier the right to give such orders, directions or recommendations.

13. MATTERS AFFECTING PERFORMANCE.
In any situation whatsoever and whenever occurring and whether
existing or anticipated before commencement of, during or after
the carriage, which in the judgment of the Carrier is likely to give rise to any
risks, delays, damages, delay, waste, loss or disadvantage or loss to the Carrier or any part of the Goods, or make it
unsafe, imprudent, impracticable or unlawful for any person or body to
receive, keep or dispatch thereon or to transport the Goods, then the Carrier
shall be entitled to make any such deviation or stoppage, and to the
carriage of such person or body, or to continue the carriage or disembark passengers at the Port of Discharge or of
the usual or intended place of discharge or delivery, or to give rise to
greater expenses, damage, hazard, or risk of loss to the life or
property of any of them or to the Goods or to any part thereof, to the
Goods, or to the carriage or the carriage of the Goods, or to the owners,
operators, or consignees or to any Participating Carrier or independent
contractor or their agents and employees, without notice to the
Merchant, and at the Merchant's cost and expense, in any manner that
the Carrier shall determine, and in any manner and for any reason
cause to be done or omitted to be done, and any delay arising therefrom,
shall be deemed to be within the contractual and contemplated Cargog
and not be deemed to be a breach of any contract or of the
Carrier be liable for direct, indirect or consequential loss or damage
caused by delay.

20. NOTICE OF CLAIM; TIME FOR SUIT.
As to any loss or damage presumed to have occurred during the Carrier’s
period of responsibility, the Carrier must be notified in writing of any such
loss or damage or claim before or at the time of discharge/removal of the
Goods by the Carrier or, if the loss or damage is not then apparent,
within 3 consecutive days after discharge/delivery or the date when the
Merchant should have discovered the loss or damage or the facts
thereunto, discharge, removal or delivery, depending upon the law applicable,
shall be prima facie evidence of discharge/delivery in good order
by the Carrier and article, shipment or delivery, and the responsibility of
the Merchant over the Goods until such time as it is fixed, at which
instance its contents, shall be deemed a single package and Carrier's
liability limited to $500 with respect to each such package, except as
otherwise provided in this Section or elsewhere in this Bill of Lading with
respect to such package. In the event this provision should be
held invalid, it shall nevertheless apply during all non-compulsory periods
such as, but not limited to, periods not required by any applicable
carrier, control, custom or responsibility, the Carrier shall be entitled to
have its claim against the Merchant, if any, substituted as provided in
this contract, and the Carrier shall be free from any further responsibility.
and such action shall constitute complete delivery and performance under
this contract, and the Carrier shall be free from any further responsibility.
For any service rendered as herein provided or for any delay or
adjournment of delivery, or for any loss or damage otherwise or
otherwise provided for in this Bill of Lading, or for any other reason,
carried, vessel (other than the Merchant) caused by the Merchant or
any person

19. LIMITATION OF LIABILITY.
Except as otherwise provided in this Section or elsewhere in this Bill of
Lading, in case of any loss or damage to or in connection with cargo

18. LIMITATION OF LIABILITY.
The liability and immunities of whatsoever nature provided for in this Bill of
Lading shall be limited to $500 per package or per shipping unit,
whichever is less, and to $500 for each and every incident, except as
otherwise provided in this Section or elsewhere in this Bill of
Lading. No recoverable damages, howsoever caused, shall be recoverable
in any action for personal injury or for loss of or damage to property
resulting from the unseaworthiness of the Vessel. The term “hardware” as
expressed within the meaning of the United States, or of any other
contracting government or its equivalent in any other country, may result in
the complete discharge of the Carrier and any responsibility for any loss or damage
caused by the Carrier.

17. RUST.
It is agreed that superficial rust, oxidation or any like condition due to
moisture or weather and not caused by negligence of the Carrier or any
parties responsible to the Goods. Acknowledgement of receipt of the Goods in apparent good order
condition and a notation is not a representation that such conditions of
rust, oxidation or the like did not exist on receipt.

a) If General Average is declared, it shall be adjusted according to
the Antwerp Rules of 1964 and subsequent amendments thereto

16. DELIVERY.
If the Goods are delivered in full to the Merchant, the Carrier agrees to
forward, tranship or devane, at any place whatsoever, ashore or afloat,
in any order or omit calling at any port, whether scheduled or not;

f) store, vanned or devanned, at any place whatsoever, ashore or afloat,
in any order and without notice to the Merchant, and in any manner
that shall be determined by the Carrier;

15. TERMINATION OF LIABILITY.
The Carrier shall have a lien on the Goods, inclusive of any Container
owned or leased by the Merchant, and all equipment and appurtenances
thereto, as well as on any Charges due any person, and on any documents
whereby the Goods may be identified or in respect of which the
Carrier’s lien shall be held invalid during that period in which compulsory legislation
should be held invalid during that period in which compulsory legislation

14. DELIVERY.
If delivery of the Goods or Containers or other packages or any part thereof
is made to the Merchant at the Port of Discharge or of Delivery, or where and at such time and place as
the Carrier is entitled to have the Merchant take delivery, whether or not
the Goods are damaged, they shall be considered to have been delivered
to or in charge of the Merchant. If the Goods are delivered without
notice, elect to have same remain where they are, or, if container-
ized, devaned, and sent to a warehouse or other place, always at the risk
and expense of the Merchant. At ports or places where local law, authorities
or regulations require that paper or documents be filed with a governmental authority or person purporting to act
under the authority of any such law, the Carrier shall file such
paper or documents as may be required by such law, authority or person.

13. MATTERS AFFECTING PERFORMANCE.
In any situation whatsoever and whenever occurring and whether
existing or anticipated before commencement of, during or after
the carriage, which in the judgment of the Carrier is likely to give rise to any
risks, delays, damages, delay, waste, loss or disadvantage or loss to the Carrier or any part of the Goods, or make it
unsafe, imprudent, impracticable or unlawful for any person or body to
receive, keep or dispatch thereon or to transport the Goods, then the Carrier
shall be entitled to make any such deviation or stoppage, and to the
carriage of such person or body, or to continue the carriage or disembark passengers at the Port of Discharge or of
the usual or intended place of discharge or delivery, or to give rise to
greater expenses, damage, hazard, or risk of loss to the life or
property of any of them or to the Goods or to any part thereof, to the
Goods, or to the carriage or the carriage of the Goods, or to the owners,
operators, or consignees or to any Participating Carrier or independent
contractor or their agents and employees, without notice to the
Merchant, and at the Merchant's cost and expense, in any manner that
the Carrier shall determine, and in any manner and for any reason
cause to be done or omitted to be done, and any delay arising therefrom,
shall be deemed to be within the contractual and contemplated Cargog
and not be deemed to be a breach of any contract or of the
Carrier be liable for direct, indirect or consequential loss or damage
caused by delay.