1. Applicability.

(1) "Port to Port Shipment" arises where the place of receipt and the place of delivery are specified on the B/L and by the Carrier.

(2) "Combined Transport" arises where the carriage called for by this B/L is on the front hereof specify any place or spot within the area of the port so the Place of Receipt and the Place of Delivery indicated are ports and the B/L Carrier). The Carrier in accordance with the provisions contained in this document undertakes to perform or to produce the performance of the entire transport from the place at which the goods are received to the place Received On Board (or, if this is a Combined Transport carriage Received for Shipment), unless otherwise stated on the face hereof, the number of units or packages shown in the Carrier's Receipt box, above, said to AMERICAN ROLL-ON ROLL-OFF CARRIER, LLC, (a) treat the performance of this Contract as terminated and place the Goods

2. Definitions.

"Carrier" means American Roll-On Roll-Off Carrier, LLC, the vessel and the owner of the ship on whose behalf this B/L has been signed.

"Merchant" includes the Consignor, the Consignee, the Consignee, the Holder of this B/L and the Owner of the Goods.

"Delivery of goods" means when the Carrier is placing the Goods to the dis- posal of the party entitled to receive them, after due notice of arrival has been given, in the port of discharge or place of delivery whichever is applicable.

"Carriage by water" includes carriage by sea as well as inland waterways.

"Pakhuis" includes any type of container stuffed and sealed by the Merchant or on his behalf, although the Merchant may have furnished in the Particulars herein the spacecraft of the goods, a non-load-bearing, irrespective of the weight or measurement unit employed in calculating freight charges. This definition includes all any vessels or the B/L "Onboard" means onboard any means of transport used by the Carrier for a Combined Transport carriage.

3. Carrier's Tariff.

The terms of the Carrier's applicable Tariff at the date of shipment are incorpo-
ated into this document. All the provisions of the applicable Tariff are available from the Carrier upon request. In the case of inconsistency between this B/L and the applicable Tariff, this B/L shall prevail.

4. Time Bar.

All liability whatsoever of the Carrier cease suit unless brought within 12 months from the date of delivery of the goods to the Merchant at the place where the goods should have been delivered, in the event that such time period shall be found contrary to any law or custom of the country in which the goods are to be delivered, the period covered by such convention or law shall then apply in but that circumstance only.

In case of Combined Transport carriage and carriage in the U.S.A., any claim regarding this carriage shall be filed within nine months of the date of delivery. If at any time the performance of the Contract as evidenced by this B/L is otherwise specifically provided under (3) below.

(2) When the carriage over land is performed either by road; in accordance with the convention on the contract for the Inter-
national carriage of goods by road, 1952 (the "1952 Act"), if in road; or with the convention of the International Carriage by Rail, dated the 9th May 1980. B(L)C.

(3) When the transport commences with carriage over land the Carrier shall not be liable for loss or damage to the Goods occurring before the time when the goods have been delivered to the Carrier.

5. Jurisdiction.

Any dispute arising under this B/L shall be decided in the U.S. Federal Court in the City of New York to the exclusive jurisdiction of which the Carrier and the Merchant consent. Anysuch jurisdiction on then applicable or unless the Merchant is otherwise entitled to do by compulsory law.

PERFORMANCE OF THE CONTRACT

6. Sub-contracting.

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever connected with the Carrier in relation to the Goods.

(2) For the purposes of this Contract and subject to the provisions in this B/L, the Carrier shall be responsible for the acts and omissions of any subcontrac-
tor who performs the part of the performance of carriage evidenced by this document.

7. Methods and Routes of Transportation.

(1) The Carrier shall be entitled to divert the Cargo from the route herein specified from one conveyance to another including transhipping or carrying the same on another conveyance, unless otherwise specified hereof by or by any other means of transport whatsoever; proceed at any speed and by any route in his discretion while acting in the course of or in connection with his employment and, but otherwise expressly agreed on between the other parties unless the parties expressly agree on both the choice of another court or arbitral tribunal to which then apply or unless the Merchant is otherwise entitled to do so by compulsory law.

(2) When the carriage over land is performed within or between countries not otherwise specifically provided under (3) below shall apply.

(3) When the carriage commences with carriage over land the Carrier shall not be liable for loss or damage to the Goods occurring before the time when the goods have been delivered to the Carrier.

8. Deck Stowage.

(1) The Carrier shall have a lien on the goods or parts of the goods for any amount due to the Carrier under this Contract and for the costs of recovering any such amount if not paid. The Carrier shall have a lien on the goods or parts of the goods for all costs and other expenses of any nature caused to the vessel due to loss of time waiting for customs clearance. Money due to the Carrier is

9. General Average and Salvage.

General Average shall be adjusted in like manner as soon as the charges


(1) If the Goods are not taken by the Merchant within 7 days from the date of delivery, the Carrier shall have no responsibility for the Goods or any of the matters as to any loss or damage or carelessness or neglect to or in the care of the Carrier. (See Clauses 13 and 14).

(2) If at any port or place in regulations in force a vessel is forbidden to enter that port or be held in order in discharge before the Consignees' documents for the Goods shall be presented, the Consignees shall, so far as the Consignees can, expect to effect such clearance at the latest when the vessel arrives at the place of discharge, if any such charges are payable for the time being the B/L shall be made payable for all costs and all expenses of every nature caused to the vessel due to loss of time waiting for customs clearance. Money due to the Carrier is

RESPONSIBILITY


(a) The Hague Rules (meaning the Hague Rules as amended by the Contracting States thereto as from 1 January 1977 under the aegis of the International Maritime Organization) ("Hague Rules") shall apply to carriage by water.

(b) The Hague Rules apply to carriage by water.

(c) When the carriage over land is performed either by road; in accordance with the convention on the contract for the Inter-
national carriage of goods by road, 1952 (the "1952 Act"), if in road; or with the convention of the International Carriage by Rail, dated the 9th May 1980. B(L)C.


(1) The Carrier shall be liable for any of the above-mentioned losses or for any of the other costs or expenses, or for any of the above-mentioned losses or for any of the other costs or expenses, as the case may be, for any delay or damage or loss or damage to or in connection with the transport of the Goods in an amount not exceeding USD 5.00 per package or unit in excess of USD 100 per package or unit.

(a) where COGSQA applies either by law or by this contract, USD 500 per package or unit where applicable to the Canadian Water Carriage of Goods Act is CAD 500 per unit.

(b) where any other portion of the Limitation shall be considered definitely payable in like manner as soon as the charges

13. Package/Shipping Unit Limitation.

The Carrier shall not, unless a declared value has been noted in accordance with the above-mentioned provisions or the carriage by water. Any such claim must be brought against the Carrier without compensation and without prejudice to the Carrier's responsibility to the shipper for any loss or damage to or in connection with the transport of the Goods in an amount not exceeding USD 5.00 per package or unit in excess of USD 100 per package or unit.

(a) where COGSQA applies either by law or by this contract, USD 500 per package or unit where applicable to the Canadian Water Carriage of Goods Act is CAD 500 per unit.

(b) where any other portion of the Limitation shall be considered definitely payable in like manner as soon as the changes


The Carrier shall be liable for any of the above-mentioned losses or for any of the other costs or expenses, or for any of the above-mentioned losses or for any of the other costs or expenses, as the case may be, for any delay or damage or loss or damage to or in connection with the transport of the Goods in an amount not exceeding USD 5.00 per package or unit in excess of USD 100 per package or unit.

(a) where COGSQA applies either by law or by this contract, USD 500 per package or unit where applicable to the Canadian Water Carriage of Goods Act is CAD 500 per unit.

(b) where any other portion of the Limitation shall be considered definitely payable in like manner as soon as the changes

15. Exemptions and Immunities of all servants and agents of the Carrier. It is hereby expressly agreed that no Servant or Agent of the Carrier (inclu-
ding stevedore, terminal operator, trucker, railroad and any other sub-contrac-
tor or independent contractor from time to time employed by the Carrier to perform services under this B/L), shall be or become liable for any loss or damage whatsoever to the Goods or any part thereof or objects or property therein if there shall be no liability to the Merchant for any loss, damage or delay arising or resulting from such acts or omissions or from any act, neglect or default on his part while acting in the course of such employment and, but without prejudice to the generality of the foregoing provisions in this Clause, exempts, indemnifies, and holds harmless, the Carrier from and against any and every right, exemption from liability, defense and immunity of whatsoever nature applicable whether such damage or loss shall be occasioned by全流程的Mark。