COMBINED TRANSPORT BILL OF LADING

Definitions
'Merchant' means and includes the shipper, the consignor, the consignee, the holder of the bill of Lading, the Receiver and the Owner of the Goods.
'Carrier' means Cargo Gulf.
Cargo Gulf is the trade name of the carrier.
The headings set forth below are for easy reference only.

(1) Applicability

Notwithstanding the heading 'Combined Transport Bill of Lading. The provision set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading, contrary to the original intention.

(2) Carrier's Tariff

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In case of inconsistency between this 'Combined Transport Bill of Lading' and the applicable Tariff this Bill of Lading shall prevail.

(3) Warranty

The Merchant warrants that in agreeing to the terms hereof he is or has authority of the person owning or entitled to the possession of the goods and this Bill of Lading.

(4) Issuance of 'Combined Transport Bill of Lading'

(4.1) By the issuance of this 'Combined Transport Bill of Lading', the Carrier:
a) undertakes to perform and/or in his own name of procure the performance of the entire transport, from the place at which the goods are taken in charge to the place designated for delivery in this Bill of Lading.
b) assumes liability as set out in these Conditions.

(4.2) For the purpose and subject to provision of this Bill of Lading, the Carrier shall be responsible for the acts and omissions of any person whose services he makes use for the performance of the contract evidenced by this Bill of Lading.

(5) Negotiability and Title to the goods

(5.1) By accepting this Bill of Lading the Merchant and his transferees agree with the Carrier that unless it is marked 'non-negotiable'. It shall constitute title to the goods and the holder by, endorsement of this Bill of Lading, shall be entitled to receive or to transfer the goods herein mentioned.

(5.2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

(6) Dangerous Goods and Indemnity.

(6.1) The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention relating to the carriage of goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of danger, before goods of dangerous nature are taken in charge by the carrier and Indicate of him, if need be, the precautions to be taken.

(6.2) If the merchants fails to provide such information the Carrier is unaware of the dangerous nature of the goods and the ncessary precautions to be taken and if, at any time, they are deemed to be hazard to life or property. They may at any place be unloaded destroyed or rendered harmless, as circumstances may require without compensation, and the Merchant shall be liable for all loss, damage, delay, or expenses arising out of their being taken in charge or their carriage, or if any service incidental thereto. The burden of proving the Carrier knew the exact nature of danger constituted by the carriage of the said goods shall rest upon the person entitled to the goods.

(6.3) If any goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the vehicle or cargo, they may in like manner be 'unloaded or landed at any place or destroyed or rendered innocuous by the Carrier', without liability and the part of Carrier, except to General Average, if any.

(7) Description of Goods and Merchant's Packing

(7.1) The Consignor shall be deemed to have guaranteed to the Carrier to accuracy, at the time of the goods were taken in charge by the Carrier. Of the description of the goods, marks, number, quality weight and / or volume as furnished by him and the Consignor shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequance of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Consignor.

(7.2) Without prejudice to Clause 8 (A) (2) (C), the Merchant shall be liable for any loss, damage or injury caused by fault of insufficient packing of goods or by faulty loading or packing within containers and trailers and on flats when such loading or packing has been performed by the Merchantor on behalf of the Merchant by a person other than the Carrier, or by the defect or unsuitability of the containers, trailers or flats, when supplied by the Merchant, and shall indemnify the Carrier against any additional expenses so caused.

(8) Extent of Liability.

A
1) Carriers shall be liable for loss or damage to the goods occurring between the time when he takes the goods into his charge and the time of delivery.
2) Carrier shall however be relieved of liability for any loss or damage if such loss or damage was caused by:
a) an act of omission of the Merchant, or person other than Carrier acting on behalf of the Merchant, or from whom the Carrier took the goods in charge:
b) insufficiency, or defective condition of the packaging or marks and / or numbers:
c) handling, loading, storage or unloading of the goods by the Merchant or any person or any person acting on behalf of the Merchant:
d) inherent vice of the goods:
e) strike, lockout, stoppage or restrain of labour, the consequences of which the Carrier could not avoid the exercise of reasonable deligence:
f) a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international Convention or national law governing liability in respect of nuclear energy.
3) The burden of proving that the loss or damage was due to one or more of the above caused or events shall rest upon the Carrier.

When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events, specified in b) or d) above. It shall be presumed that it was so caused. The claimant shall, however, entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

B When in accordance with clause 8.A.1. the Carrier is liable to pay compensation in respect of loss or damage that stage of transport where the loss or damage occurred is known, the liability of the Carrier in respect of such a loss shall be determined by the provisions contained in any international Convention or national law, which provisions

i) cannot be departed from by private contract, to the detriment of the Claimant and

ii) would have applied if the Claimant had made a separate and direct contact with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which in order to make such international convention or national law applicable.

(9) Shipper-Packed Containers

If an Container has not been packed or filed by or on behalf of the Carrier. The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expenses has been caused by

a) the manner in which the Container has been packed or filled or,
b) the unsuitability of the goods for carriage in containers or,
c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required or,
d) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was packed or filled.

(10) Paramount Clause

The Hague Rates contained in the International Convention for the unification of certain rules relating to Bill of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague Visby Rules contained in the Protocol of Brussels, dated February 23rd 1968, as enacted in the country of shipment, shall apply to all carriage of goods by sea and where no mandatory International or national law applies, to the carriage of goods by indland waterways also such provisions shall apply to all goods whether carried on deck or under deck.

(11) Limitation Amount

(11.1) 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 or should have been so delivered.

(11.2) 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 the goods of the same kind and quality.

(11.3) 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 CT Bill of Lading, in which case for the goods such higher value shall be limit. However, the Carrier shall not, in any case, be liable for an amount greater than the actual loss of the person entitled to make the claim.

(12) Delay, Consequential Loss, etc.

Arrival times are not guaranteed by the Carrier. If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the goods, the liability of the Carrier shall be limited to double the freight or the transport covered by the Bill of Lading, or the value of the goods as determined in the clause 11. whichever is less.

(13) Defences

(13.1) The defences and limits of liability provided for these Conditions shall apply in any action against the Carrier for loss or damage or delay to the goods whether the action be founded in contract or tort.

(13.2) The Carrier shall not be entitled to the benefit of the limitation of liability provided for in paragraph 3 of Clause 11 it is proved that the loss or damage resulted from an act or omission of the Carrier done with intend to cause damage or recklessly and with knowledge that damage would probably result.

(14) Liability of Servants and Sub-contractors

(14.1) If an action for loss or damage to the goods is brought against a person referred to in paragraph 2 in Clause 4, such person shall be entitled to avail himself of the defences and limits of liability which the Carrier is entitled to involve under these Conditions.

(14.2) However, if it is proved that the loss or damage resulted from an act or omission of this person, done with intent to cause damage or recklessly and with knowledge would probably result, such person shall be entitled to benefit of limitation of liability provided for in paragraph 3 of Clause 11.

(14.3) Subject to provisions of paragraph 2 Clause 13 and paragraph 2 of these clause, aggregate of the amount recoverable from the Carrier and person referred to paragraph 2 of Clause 4 shall in no case exceed the limits provided for in these Conditions.

(15) Methods and Routes Transportation

The Carrier reserves to himself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.

(16) Delivery

If delivery of the goods or any part thereof is not taken by the Merchant, at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled to store the goods or the part therof at the sole risk of the Merchant, where upon the liability of the Carrier in respect of the goods or that part thereof stored as aforsaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent or sub-contract of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(17) Freight and Charges

(17.1) Freight shall be paid in case without discount and, whether prepayable or payable at destination shall be considered as earned on receipt of the goods and not to be returned or relinquished in any event.

(17.2) Freight and all other amounts mentioned in this Bill of Lading are to be paid in the currency named in the Bill of Lading or, at the Carrier's option in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepayable freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified of arrival of the goods there or on the date of withdrawal of delivery order, whichever rate is the higher, or at the option of the Carrier on the date of Bill of Lading.

(17.3) All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

(17.4) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any cost for deviation or delay or any other increase of cost of whatever nature caused by war, warlike operations, strikes, governments or force majeure.

(17.5) The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Carrier reserves the right to have the contents inspected and the weight, measurements or value verified. If no such inspection it is found the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct figure less the freight charged, whichever sum is the smaller, shall be payable as liquidated damage to the Carrier for his inspection costs and losses of freight on other goods not withstanding any other sum having been stated on the Bill of Lading as freight payable.

(18) Lien

The Carrier shall have a lien on the goods for any amount due under this Bill of Lading including storage fees and for the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

(19) General Average

The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be on him and shall provide such security as may be required by the Carrier in this connection.

(20) Notice

Unless notice of loss or damage to the goods and general nature of it be given in writing to the Carrier or the person referred to in paragraph 2 of Clause 4, at the place of delivery before or at the time of removal of the goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent, within seven consecutive days thereafter such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading.

(21) Non delivery

Failure to effect delivery within 90 days after the expiry of a time limit agreed and expressed in a CT Bill of Lading or where no time limit is agreed and so expressed. Failure to effect delivery within 90 days after the time it would be reasonable to allow for diligent completion of the combined transport operation shall, in the absence of evidence to the contrary, give to the party entitled to receive delivery, the right to treat the goods as lost.

(22) Time Bar

The Carrier shall be discharged of all liability under the rules of these conditions, unless suit is brought within nine months after
(i) the delivery of the goods, or
(ii) the date when the goods should have been delivered, or
(iii) the date when in accordance with Clause 21, failure to deliver the goods would, in the absence of evidence to the contrary, give to the party entitled to receive delivery, the right to treat the goods as lost.

(23) Jurisdiction

Any claim of dispute in connection with the carriage or goods under this Bill of Lading may only be instiued before the competent court in the United Kingdom, and shall be decided according to English Law.

COMBINED TRANSPORT BILL OF LADING

ORIGINAL

CargoGulf

Managed by CargoGulf Inc.

Shipper

Consignee: order of

NOTIFY PARTY

APPLICATION FOR DELIVERY MUST BE MADE TO:

Pre-Carriage by*	Place of receipt*

Ocean Vessel Voy.	from

To	Final destination (if oncarried)*

Particulars furnished by shipper of goods

Marks and Numbers	Number and kind of packages: description of goods	Gross Weight (Kg)	Cube (M^3)

The goods SHIPPED ON BOARD in apparent good order and condition and, as far as ascertained by reasonable means of checking, as specified above unless otherwise stated.
The Carrier, in accordance with the provisions contained in this document,

a) undertakes to perform or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document, and
b) assumes liability as prescribed in this document for such transport.

One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.
IN WITNESS whereof THREE (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

For CargoGulf Inc.

Freight payable at

Place of issue date

as agents for the carrier

* Applicable only when used as a Combined Transport Bill of Lading.

COMBINED TRANSPORT BILL OF LADING

Shipper

Consignee: order of

CargoGulf

Managed by CargoGulf Inc.

NOTIFY PARTY	APPLICATION FOR DELIVERY MUST BE MADE TO:

Pre-Carriage by*	Place of receipt*

Ocean Vessel Voy.	from

To	Final destination (if oncarried)*

Particulars furnished by shipper of goods

Marks and Numbers	Number and kind of packages: description of goods	Gross Weight (Kg)	Cube (M^3)

COPY NON-NEGOTIABLE

The goods SHIPPED ON BOARD in apparent good order and condition and, as far as ascertained by reasonable means of checking, as specified above unless otherwise stated.
The Carrier, in accordance with the provisions contained in this document,

a) undertakes to perform or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document, and
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