

Standard conditions Governing
C. U. Transport, Inc.

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. C. U. Transport Inc., means the issuer of the Bill of the Lading as named on the face thereof

The heading set forth below are for easy reference only

CONDITIONS

1. Applicability
Notwithstanding the heading C. U. Transport Inc., Through Bill of Lading, the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.
2. Issuance of the -Through Bill of Lading.
- 2.1 By the issuance of this through Bill of Lading, C. U. Transport Inc.
 - 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 the Bill of Lading
 - b) Assumes liability as set out in these Conditions For the purpose and subject to the provisions of this Bill of Lading, C. U. Transport Inc. shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract evidenced by this Bill of Lading.
3. Negotiability and title to the goods
- 3.1 This Bill of Lading shall be deemed to be negotiable, unless made "non-negotiable".
- 3.2 By accepting this Bill of Lading the Merchant and his transferees agree with C. U. Transport Inc 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 receiver or to transfer the goods herein mentioned.
- 3.3 This Bill of Lading shall be prime face evidence of the receipt by C. U. Transport Inc. of the goods as herein described in respect of the particulars inserted on the face of the Bill of Lading. 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.
4. Dangerous Goods and indemnity.
- 4.1 When the Consignor hands to C. U. Transport Inc. goods which are of a dangerous nature, he shall inform C. U. Transport Inc. of the exact nature of the danger and indicate, if necessary, the precautions to be taken.
- 4.2 Goods of a dangerous nature which C. U. Transport Inc. did not know were dangerous may, at any time or place, be loaded, destroyed or rendered harmless, without compensation; further, the consignor shall be liable for all expenses, loss or damaged arising out of.
5. Description of goods and Merchant's packing.
- 5.1 The Consignor shall be deemed to have guaranteed to C. U. Transport Inc. of the description of the goods, mark, numbers, quantity and weight as furnished by him, and the Consignor shall indemnify C. U. Transport Inc., against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of C. U. Transport Inc. to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than Consignor.
- 5.2 Without prejudice to Clause 6 (A) (2) (d), the Merchant shall be liable for any loss, damage or injury caused by faulty or 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 Merchant or on behalf of the Merchant, or by the defect or unsuitability of the containers, trailers or flats, when supplied, by the Merchant, and shall indemnify C. U. Transport Inc. against any additional expenses so caused.
6. Extent of liability
 - A. 1) C. U. Transport Inc. shall be liable for loss or damage to the goods occurring between the time when he received the goods into his charge and the time of delivery.
 - 2) C. U. Transport Inc. shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:
 - a) the wrongful act or neglect or the Consignor or the consignee;
 - b) Compliance with the instructions if the person entitled to give them;
 - c) the lack of, or defective conditions of the packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when on property packed;
 - d) handling, loading, storage or unloading of the goods by the Consignor, or any person acting on the behalf of the consignor of the consignee;
 - e) inherent vice of the goods;
 - f) Insufficiency or inadequacy of marks or numbers on the goods, coverings, or unit loads;
 - g) Strikes or lockout or stoppage or restraint of labor from whatever cause whether partial or general;
 - h) Any other cause or event which C. U. Transport Inc., could not avoid and the consequences whereof could not prevent by the exercise of reasonable diligence.
 - 3) Where under paragraph 2, C. U. Transport Inc. is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to extent that those factors for which he is liable under this clause have contributed to the loss or damage.
 - 4) The burden of proving that the loss or damage was due to one or more of the causes, or events specified in (a), (b) and (h) of paragraph 2 shall rest upon C. U. Transport Inc. When C. U. Transport Inc. establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the cause, or events, specified in (c) to (g) of paragraph 2, it shall be presumed that it was so caused.
- B. The Claimant shall, however, be entitled to prove that the loss of damage was not, in fact, caused either wholly or partly by one or more of these causes or event. Notwithstanding anything provide for in other clauses of these Conditions, if it can be proved where the loss or damage occurred C. U. Transport Inc., and the Merchant shall, as to the liability of C. U. Transport Inc. entitled to require such liability to 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 Merchant had make a separate and direct contract with C. U. Transport Inc. in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued of such international convention or national law shall apply.

7. Paramount Clause
The Hague Rule contained in the international convention for the unification of certain rules relating to Bill of Lading, dated Brussels 25th August, 1924, as enacted in the Country of shipment, shall apply to all carriage of goods by sea or by inland waterways and such provisions shall apply to all goods whether carried on deck or underdeck.
8. Limitation Amount
- 8.1 When C. U. Transport Inc. is liable for compensation in respect of loss or of 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
- 8.2 The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, by reference to the normal value of goods of the same kind of quality.
- 8.3 C. U. Transport Inc. shall hold a single carrier's liability for cargo transported under. Through Bill of Lading. The carrier's liability is limited to US \$2.00 per kilogram or US\$100.00 per shipment whichever ever is smaller.
9. Delay, Consequential Loss, ect.
Arrival time are not guaranteed by C. U. Transport Inc., if C. U. Transport Inc. is held liable in respect of delay, consequential loss or damage other than loss or damage to the goods, the liability of C. U. Transport Inc. shall be limited to the double freight for the transport covered by the Bill of Lading, or the value of the goods as determined in Clause 8, whichever is less
10. Defences
- 10.1 The defences and limits of liability provide for these Conditions shall apply in any action against C. U. Transport Inc., for loss or damage to the goods whether the action be founded in contract or in tort.
- 10.2 C. U. Transport Inc., shall not be entitled to the benefit of the limitation of liability provided for in paragraph 3 of Clause 8 if it is provided that the loss or damage resulted from an act or omission of C. U. Transport Inc., done with intent to cause damage or recklessly and with knowledge that damage would probably result.
11. Liability of Servants and Sub-contractors.
- 11.1 If an action for loss or damage to the goods is brought against a person referred to in paragraph 2 of Clause 2, such person shall be entitled to avail himself of the defences and limits of liability which C. U. Transport Inc. is entitled to invoke under these Conditions.
- 11.2 However, if it is provided 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 that damage would probably result, such person shall not be entitled to benefit of limitation liability provided for in paragraph 3 of Clause 8
- 11.3 Subject to the provisions of paragraph 2 of Clause 10 and if paragraph 2 of this Clause, the aggregate of the amounts recoverable from C. U. Transport Inc., and the persons referred to in paragraph 2 or Clause 2 shall in no case exceed the limits provided for in these Conditions.
12. Method and Route of transportation.
- C. U. Transport Inc. reserved to himself a reasonable liberty as to the means, route and procedure to the followed in the handling, storage and transportation of goods.
13. Delivery
If delivery of the goods or any part thereof is not taken by the Merchant at the time and place when and where C. U. Transport Inc., is entitled to call upon the Merchant to take delivery thereof, C. U. Transport Inc. shall be entitled to store the goods or the part thereof at the sole risk of the Merchant, whereupon the liability of C. U. Transport Inc. in respect of the goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by C. U. Transport Inc. or any agent or sub-contractor of C. U. Transport Inc.) shall forthwith upon demand be paid by Merchant to C. U. Transport Inc.
14. Freight and Charges
- 14.1 Freight to be paid in cash without discount and, whether prepayable or payable at destination, to be considered as earned on receipt of the goods and not to be returned or relinquished in any event.
- 14.2 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 C. U. Transport Inc. 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 the delivery order, whichever rate is the higher, or at the option of C. U. Transport Inc. on the date of the Bill of Lading.
- 14.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.
- 14.4 The Merchant shall reimburse C. U. Transport Inc. 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.
- 14.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but C. U. Transport Inc. reserves the right to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that 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 freight less the freight charged whichever sum is the smaller, shall be payable as liquidated damage to C. U. Transport Inc. for his inspection costs and losses of freight on other goods notwithstanding any other sum having been started on the Bill of Lading as freight payable.
15. Lien.
C. U. Transport Inc. 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.
16. General Average.
The Merchant shall indemnify C. U. Transport Inc. in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by C. U. Transport Inc. in this connection.
17. Notice.
Unless notice of loss or of damage to the goods and the general nature of it be given in writing to C. U. Transport Inc. or the persons referred to in Clause 2, paragraph 2 above, at the place of delivery before or at the time of the 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 six consecutive days thereafter such removal shall be prime facie evidence of the delivery by C. U. Transport Inc. of the goods as described in this Bill of Lading.
18. Time Bar
C. U. Transport Inc. shall be discharged of all liability under the rules of these conditions unless suit is brought within nine months after delivery of the goods. In the case of total loss of the goods, the period shall begin to run two months after the goods have been taken in charge by C. U. Transport Inc.
19. Jurisdiction.
Actions against C. U. Transport Inc. may only be instituted in U.S.A. and shall be decided according to the U. S. A. law.