

SMIC Sample Transport Documents

1. Air Waybill (“AWB”) 2
2. Bill of Lading (“B/L”) 3
3. Combined Transport Document (“CTD”) 4
4. Forwarder’s Cargo Receipt (“FCR”) 5
5. Godown Warrant 6
6. Sea Waybill (“SWB”) 7
7. Standard Trading Conditions (“STC”) 8

Bill of Lading (“B/L”)

Bill of Lading

B/L No.

Shipper		XXX FORWARDER HK LTD as the Carrier		
Consignee				
Notify party				
Vessel				
Port of loading				
Place of delivery		No. of original Bill of Lading		
Marks/Numbers	No. of packages	Description of goods	Gross weight	Measurement
<p>The above particulars are condition, unless otherwise back page. If required by whereof the original Bill of Excess value declar</p>				
Stamp & signature				

The contract evidenced by this Bill of Lading is governed by the laws of the Hong Kong Special Administrative Region. Any proceedings against the Carrier must be brought in the courts of the Hong Kong Special Administrative Region and no other court.

1. In this Bill of Lading, the following words have the following meanings:

“Carrier” means XXX FORWARDER HK LTD

“COGSA” means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1924.

“Merchant” means and includes the shipper, the consignee, the holder of this Bill of Lading and the owner of the goods.

“Goods” include goods, wares, merchandise and articles of every kind whatever, and any container, trailer, tank or pallet (including all other articles of transport used to store or consolidate goods) not supplied by or on behalf of the Carrier.

“Dangerous Goods” include goods which are dangerous, explosive, inflammable, radioactive or damaging to others.

“Hague Rules” means the International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924.

“Hague-Visby Rules” means the Hague Rules as amended by the Protocol signed at Brussels on 23 February 1968.

“Services” means

2.1. If at any time one or more

2.2. The Carrier shall be liable

2.3. Carriage of goods by sea or

2.4. Regarding the responsibility

2.5. The Services are subject to

3.1. This Bill of Lading, if one

3.2. This Bill of Lading, if one

3.3. This Bill of Lading is prima

4.1. The Merchant entering into any business with the Carrier warrants to the Carrier that the Merchant is either the owner of the goods or the authorized agent of the owner of the goods and that it is authorized to accept the terms of this Bill of Lading not only for itself but also for the owner of the goods.

4.2. The Merchant further warrants that

a. all the goods have been properly and sufficiently packed and that the Carrier has no liability for any loss of, damage to or any other claims relating to the goods which are improperly or insufficiently packed; and

b. the goods are fit and suitable for the carriage, storage and any other handling in accordance with the Merchant's instructions; and

c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.

5.1. The Merchant shall indemnify the Carrier against all claims, liability, losses, damages, costs and expenses arising out of the Carrier acting in accordance with the Merchant's instructions, or arising from a breach of warranty or obligation on the part of the Merchant, or arising from the inaccurate information or the insufficient instructions provided by the Merchant, or arising from the negligence of the Merchant.

5.2. The Merchant undertakes that no claim shall be made against any servant, agent or sub-contractor of the Carrier if such claim imposes upon the Carrier any liability in connection with any Services provided by the Carrier. If any such claim should nevertheless be made, the Merchant shall indemnify the Carrier against all consequences. In any such servant, agent or sub-contractor shall have the benefit of all the terms herein in writing the Carrier as if such terms were expressly provided for his or its benefit. For the same purposes, the Carrier contracts for itself and also its agents and sub-contractors for each such servant, agent and sub-contractor.

5.3. The Merchant shall defend, indemnify and hold harmless the Carrier from and against all claims, costs and demands whatsoever and by whomsoever made or grounded on the basis of the liability of the Carrier under the terms of this Bill of Lading, and such indemnity shall include all claims, costs and demands arising from the negligence of the Carrier, its servants, agents or sub-contractors.

5.4. The Merchant shall defend, indemnify and hold harmless the Carrier in respect of any Claims, demands, claims that may be made against the Carrier and the Merchant shall provide such security as may be required by the Carrier. Other

5.5. If the vessel carrying the goods

5.6. In the event of accident, loss of which, the Carrier is not any losses or expenses of a Cargo charge shall be paid for as for salvage and special charges the

5.7. Except under special arrangements made in writing, the Carrier shall be liable for any loss of, damage to or any other claims relating to the goods which are lost, damaged or destroyed at the risk and expense of the Merchant to the sole discretion of and without any liability to the Carrier on account of risk to other goods, property, life or health.

5.8. Except under special arrangements previously made in writing, the Carrier shall be liable for any loss of, damage to or any other claims relating to the goods which are lost, damaged or destroyed at the risk and expense of the Merchant to the sole discretion of and without any liability to the Carrier on account of risk to other goods, property, life or health.

5.9. Charges for the Services shall be deemed to be due and payable upon receipt of the goods by the Carrier. The Merchant shall pay to the Carrier all sums immediately when due without deduction on account of any claims, counterclaims or set-off. Payment to the Carrier in due and proper time as an invoice is tendered to the Merchant. For any amount unpaid within 30 days from the date of the invoice, the Carrier shall be entitled to interest from the date of the invoice until payment at 2% per month.

10.1. The Carrier shall be entitled to sub-contract on any term the whole or any part of the Services but the sub-contract shall be subject to the terms and conditions of this Bill of Lading.

10.2. The Carrier reserves to itself absolute discretion as to the means, the modes and the procedures to be followed in the carriage, the storage and the other handling of the goods. The Carrier has liberty to use any means, modes or procedures, to follow unless otherwise stated in the Particulars of this Bill of Lading or stated that the goods are to be carried in a particular mode of transport in accordance with the contract.

11.1. The Carrier does not guarantee that such damage, loss or exceed those limits as set out in

11.2. Notwithstanding any other

a. any

b. any

c. any

11.3. For those liability which

a. 115

b. 115

the goods or any other property

12(a)(2)(b) per cent or more arising from a common cause, unless otherwise stated in the Particulars of this Bill of Lading.

11.6. The Carrier may accept liability in excess of the limits set out in Clause 11.3 provided that (i) the value of the goods has been declared in writing by the shipper and accepted by the Carrier before the goods are received by the Carrier and (ii) the Merchant pay to the Carrier additional charges as decided by the Carrier. Details of the additional charges will be provided upon written request by the shipper. The declared value accepted shall be stated on the front page of this Bill of Lading and shall be the Carrier's limit of liability and shall replace the limits in Clause 11.3.

11.5. All other any Services provided by the Carrier gratuitously are provided on the basis that the Carrier will not accept any liability whatsoever.

11.4. It is agreed that superficial rust, oxidation, discoloration, or any like condition due to moisture, or in addition, discoloration, or the like did not arise on receipt.

12. If the Services are not able to be affected by any risk, delay, hindrance, difficulty or disadvantage of any kind whatsoever and howsoever arising, the Carrier shall indemnify the Services and place the goods at any place for the Merchant to dispose of the goods, whereupon the Carrier's liability and responsibility in respect of the goods shall cease.

13. Any claim against the Carrier must be in writing and delivered to the Carrier within 14 days from the date of delivery of the goods or the date the goods should have been delivered or the date of the next giving rise to the claim, whichever is the earlier. Otherwise, the Carrier shall be discharged of all liability whatsoever in respect of any claim.

14. The Carrier shall be discharged of all liability whatsoever in respect of any claim not so made or brought against the Carrier in the event of the Hong Kong Special Administrative Region within six months from the date of delivery of the goods or the date the goods should have been delivered or the date of the next giving rise to the claim, whichever is the earlier.

15. The duties, obligations and limitations of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether such action is founded in contract or tort.

16. The contract evidenced by this Bill of Lading is governed by the laws of the Hong Kong Special Administrative Region. Any proceedings against the Carrier must be brought in the courts of the Hong Kong Special Administrative Region and no other court.

SAMPLE

SAMPLE

SAMPLE

SAMPLE

Forwarder's Cargo Receipt ("FCR")

FORWARDER'S CARGO RECEIPT (FCR)

FCR No.:

Received by the forwarder **XXX FORWARDER HK LTD.** as the Carrier in apparent good order and condition, unless the back of this receipt shows otherwise, on the front and back of this receipt.

Shipper:

Shipment From:

Marks & Numbers	Description of Goods	Quantity	Unit	Gross weight
SAMPLE				

TOTAL:	Excess value declaration as per Clause 11.4:
Notify party:	Delivery agent:

The above particulars constitute title to the goods and does not constitute a receipt for the goods unless the goods are actually received by the forwarder in the Hong Kong Special Administrative Region. Any proceedings against the Carrier must be brought in the courts of the Hong Kong Special Administrative Region and no other court.

Stamp & signature of the Carrier or its agent

Place and date of issue

1. In this FCR, the following words have the following meanings:
 "Carrier" means XXX FORWARDER HK LTD.
 "C/Owner" means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1924.
 "Merchant" means and includes the shipper, the consignee, the holder of this FCR and the owner of the goods.
 "Goods" include goods, wares, merchandise and articles of every kind whatsoever, and any container, trailer, tank or pallet (including similar articles of transport used to store or consolidate goods) not supplied by or on behalf of the Carrier.
 "Dangerous Goods" include goods which are of dangerous, explosive, inflammable, radioactive or damaging nature.
 "Flag State" means the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924.
 "Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23 January 1968.
 "Services" means the services provided by the Carrier including undertaking carriage of goods by sea, inland/waterway, road, rail and/or air.

2.1 If any item on or upon the terms of this FCR becomes invalid or illegal, the validity or legality of the remaining terms of this FCR shall not be affected.
 2.2 The Carrier shall be liable:
 2.3 Carriage of goods by sea or water's rail and air on board the vessel (including transshipment) making such States or the flag State as a document of title.
 2.4 "Visby Rules" shall prevail over Article IX of the flag State declared by the shipper to be 2.5. Regarding the responsibility for loss of, such shall be determined by the applicable law.
 2.6 The Services are subject to 2.7. This FCR is not negotiable.
 2.8 This FCR is not negotiable.

4.1 The Merchant entering into any business with the Carrier warrants to the Carrier that the Merchant is either the owner of the goods or the authorized agent of the owner of the goods and that it is authorized to accept the terms of this FCR not only for itself but also for the owner of the goods.
 4.2 The Merchant further warrants that:
 a. all the goods have been properly and sufficiently packed and that the Carrier has no liability for any loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 5.1 The Merchant shall indemnify the Carrier against all claims, liability, losses, damages, costs and expenses arising out of the Carrier acting in accordance with the Merchant's instructions, or arising from a breach of warranty or obligation on the part of the Merchant, or arising from the inaccurate information or the insufficient instructions provided by the Merchant, or arising from the negligence of the Merchant.
 5.2 The Merchant undertakes that no claim shall be made against any servant, agent or sub-contractor of the Carrier if such claim imposes upon the Carrier any liability in connection with any Services provided by the Carrier. If any such claim should nevertheless be made, the Merchant shall indemnify the Carrier against all consequences. Every such servant, agent or sub-contractor shall have the benefit of all the terms herein binding the Carrier as if such terms were expressly provided for his or its benefit. For these purposes, the Carrier contracts for itself and also as agent and trustee for each such servant, agent and sub-contractor.
 5.3 The Merchant shall defend, indemnify and hold harmless the Carrier from and against all claims, costs and demands whatsoever and by whomsoever made or performed in connection with the Services of the Carrier under the terms of this FCR, and such indemnity shall include all claims, costs and demands arising from the negligence of the Carrier, its servants, agents or sub-contractors.
 5.4 The Merchant shall defend, indemnify and hold harmless the Carrier in respect of any General Average claim that may be made against the Carrier and the Merchant shall provide such security as may be required by the Carrier. General Average shall be adjusted according to the York Antwerp Rules 1974 or any amendment thereto or the York Antwerp Rules 1994 or any modification thereof at the option of the Carrier.
 5.5 If the vessel carrying the goods holds bills of lading for the goods, the Carrier shall be liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 5.6 In the event of an accident, at which, the Carrier is not responsible, the Merchant shall be liable for all and special charges (including 6. Except under special arrangements, the Merchant shall not be liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 6. Except under special arrangements, the Merchant shall not be liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 7. Except under special arrangements previously made in writing, the Carrier will not deal with bills of exchange, bank notes, coins, cheques, bonds, negotiable documents and receipts, precious stones, precious metals, jewelry, valuable watches, valuable works of art, the contents of sealed packages, or any other goods which are not normally stowed in the cargo hold of the vessel, unless the goods are specifically marked as such in writing on the bill of lading. The Carrier shall be liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 8. The Carrier is not liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 9. The Carrier is not liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 10. The Carrier is not liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 11. The Carrier is not liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 12. The Carrier is not liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 13. The Carrier is not liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 14. The Carrier is not liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 15. The Carrier is not liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.
 16. The Carrier is not liable for the loss of, damage to or any other claims relating to the goods which are (improperly or insufficiently) packed and
 b. the goods are fit for carriage, storage and any other handling in accordance with the Merchant's instructions; and
 c. it shall fully comply with applicable laws and regulations of ports, Customs or other authorities.

Standard Trading Conditions (“STC”)

XXX FORWARDER HK LTD.
STANDARD TRADING CONDITIONS
Effective 1/2/2000

1. In these Conditions, the following words have the following meanings:

- “Company” means XXX FORWARDER HK LTD.
“Customer” means any person at whose request or on whose behalf the Company provides Services.
“goods” includes goods, wares, merchandise and articles of every kind whatever; and any container, trailer, tank or pallet (including similar articles of transport used to store or consolidate goods) not supplied by or on behalf of the Company.
“Dangerous Goods” includes goods that are of a dangerous, explosive, inflammable, radioactive or damaging nature.
“Hague Rules” means the International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924.
“Owner” means the person of whose goods the goods are.
- “Services” mean
- 2.1. All business undertaken
 - 2.2. If at any time one or more
 - 2.3. The Company may issue prevail in so far as they are in
 - 2.4. Where the Company is liable
 - 2.5. Where the Company has determined by Article III and Hague Rules is deemed to be
3. The Customer entering into these Conditions not only for
 4. The Customer further warrants that:
 - a. all the goods have been properly and sufficiently packed and that the Company has no liability for any loss of, damage to or any other claims relating to the goods which are improperly or insufficiently packed; and
 - b. the goods are fit and suitable for the carriage, storage and any other handling in accordance with the Customer's instructions; and
 - c. it shall fully comply with applicable laws and regulations of ports, airports, Customs or other authorities.
- 5.1. The Customer shall indemnify the Company against all claims, liability, losses, damages, costs and expenses arising out of the Company acting in accordance with the Customer's instructions, or arising from a breach of warranty or obligation on the part of the Customer, or arising from the inaccurate information or insufficient instructions provided by the Customer, or arising from the negligence of the Customer or the Owner.
 - 5.2. The Customer undertakes that no claim shall be made against any servant, agent or sub-contractor of the Company if such claim imposes upon them any liability in connection with any Services provided by the Company. If any such claim should nevertheless be made, the Customer shall indemnify the Company against all consequences. Every such servant, agent and sub-contractor shall have the benefit of all provisions herein benefitting the Company as if such provisions were expressly provided for his or its benefit. For these purposes, the Company contracts for itself and also as agent and trustee for each such servant, agent and sub-contractor.
 - 5.3. The Customer shall defend, indemnify and hold harmless the Company from and against all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Company under these Conditions, and such indemnity shall include all claims, costs and demands arising from the negligence of the Company, its servants, agents or sub-contractors.
 - 5.4. The Customer shall defend, indemnify and hold harmless the Company in respect of any general average claim that may be made against the Company and the Customer shall provide such security as may be required by the Company.
6. Except under special arrangements made in writing, then whether with such goods and howsoever goods, and such goods may be handled by the Company and without any liability to other pests.
 7. Except under special arrangements made in writing, then whether with such goods and howsoever goods, and such goods may be handled by the Company and without any liability to other pests.
- 8.1. If delivery of the goods is not taken by the Customer or the Owner at the time and place when and where delivery should be taken, the Company shall be entitled (but is not obliged) to store the goods at the sole risk of the Customer and the Owner, whereupon any liability which the Company may have in respect of the goods stored as aforesaid shall wholly cease and the cost of such storage shall be paid by the Customer to the Company.
 - 8.2. The Company is entitled (but not obliged) to sell or dispose of all goods which in the opinion of the Company cannot be delivered either because they are insufficiently or incorrectly addressed or because they are not collected or accepted by the Customer or the Owner within 14 days after notice has been given to the Customer. The Customer shall pay all charges and expenses in connection with the storage and the sale and/or disposal of the goods.
 - 8.3. All goods shall be subject to a particular and general lien for monies due either in respect of such goods, or for any particular or general balance or other monies due from the Customer and/or the Owner to the Company. If any such monies due to the Company are not paid within 14 days after notice has been given to the Customer, the goods may be sold by auction or otherwise at the sole discretion of the Company at the expense of the Customer, and the proceeds (net of the expenses in connection with such sale) shall be applied in or towards satisfaction of such debts, and the Company shall not be liable for any reduction in value received on the sale of the goods, nor shall the Customer be relieved from the liability of any outstanding debts merely because the goods have been sold.
9. The Customer shall pay to the Company all sums immediately when due without deduction on account of any claim, counterclaim or set-off. Payment to the Company is due as soon as an invoice is rendered to the Customer. For any amount unpaid within 30 days from the date of the invoice, the Company shall be entitled to interest from the date of the invoice until payment at 2% per month.
 - 10.1. The Company shall be entitled to sub-contract on any terms the whole or any part of the Services whatsoever undertaken by the Company.
 - 10.2. The Company reserves to itself discretion as to the means, routes and procedures to be followed in the carriage, storage and other handling of goods. The Company has liberty to use any means, routes or procedures.
 - 11.1. The Company shall not be liable for any damage to, loss, delay, misdirection or misdelivery of goods or any other claims, unless it is proved that such damage, loss, delay, misdirection, misdelivery or any other claims are caused by the negligence of the Company, its servants, agents or sub-contractors. In any event, the liability of the Company shall not exceed those limits as set out in Clause 11.3.
 - 11.2. Notwithstanding any other provisions in these Conditions to the contrary but subject to Clauses 2.3 and 2.5, the Company shall not in any event be liable whatsoever for:
 - a. any
 - b. anyhowsoever caused and whether
 - 11.3. For those liability which whichever is the lower of:
 - a. US
 - b. USthe goods lost, damaged, mis
 - US\$250,000 per event or event held liable for delay, liability
 - 11.4. By special arrangement charges as decided by the Company
 - 11.5. All and any Services provided by the Company

- 11.6. It is agreed that superficial rust, oxidation, discoloration, or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the goods and acknowledgement of receipt of the goods in apparent good order and condition is not a representation that such conditions of rust, oxidation, discoloration, or the like did not exist on receipt.
12. Any claim against the Company must be in writing and delivered to the Company within 14 days from the date of delivery of the goods or the date the goods should have been delivered or the date of the event giving rise to the claim, whichever is the earliest. In the case of loss or damage, the Company shall be given the opportunity to conduct survey or inspect such loss or damage.
13. The Company shall be discharged of all liability whatsoever in respect of any claim unless suit is brought against the Company in the courts of the Hong Kong Special Administrative Region within nine months from the date of delivery of the goods or the date the goods should have been delivered or the date of the event giving rise to the claim, whichever is the earliest.
14. The defences, exceptions and limitations of liability provided for in these Conditions shall apply in any action against the Company whether such action is founded in contract or in tort.
15. These Conditions and any contract with the Company shall be governed by the laws of the Hong Kong Special Administrative Region. Any proceedings against the Company must be brought only in the courts of the Hong Kong Special Administrative Region and no other court.