

[PLACE FOR SHIPPING COMPANY'S  
NAME and ITS LOGO]

SOROSS-MAC L-1

Shipper

Consignee

Notify address

Pre-carriage by\*

Shipowner

Vessel

Port of discharge

Marks and numbers

Freight and charges

Daily demurrage  
rate (ad. cl . . . .)

Place of receipt\*

Flag

Port of loading

Final destination (if on-carriage)

Kind of packages and  
description of goods

Shipped on board of the vessel in apparent good order and condition, unless noted herein, at the place of receipt for transport and delivery as mentioned above. All particulars (weight, measure, marks, numbers, quantity, contents, value and etc.) thereof being as stated by the Merchant but unknown to the Carrier.

In accepting this Bill of Lading the Merchant accepts and agrees to all its stipulations, exceptions and conditions on both pages, whether written, printed, stamped or otherwise incorporated.

One of these Bills of Lading must be surrendered duly endorsed in exchange for the goods.

In witness whereof number of stated above original Bs/L have been signed, one of which being accomplished, the other {s} to be void.

Place and date of issue

Reference No \_\_\_\_\_  
**BILL OF LADING No** \_\_\_\_\_  
Endorsed by  
the Union of the Russian  
Shipowners and the Chamber of  
Commerce and Industry of the Russian  
Federation

Master's signature
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\*Applicable only when document used as a Through Bill of Lading

## LINER BILL OF LADING

**1. Definitions.** "Carrier" means the party on whose behalf this Bill of Lading has been signed "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and the Owner of the goods. "Ship" includes any (substituted) vessel and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of this contract. The unit of account is the Special Drawing Right as defined by the International Monetary Fund.

**2. Issuance of the Bill of Lading.** By the issuance of the Bill of Lading the Carrier:

- 1) undertakes to perform or to procure the performance of the entire transport from place at which the goods are taken in charge to the place designated for delivery in this Bill of Lading;
- 2) assumes liability as set out in these Conditions.

**3. Carrier's Tariff.** The terms of the Carrier's applicable Tariff are incorporated herein. In case any inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

**4. Paramount Clause.** Carriage by water under this Bill of Lading shall have effect subject to the provisions of the Merchant Shipping Code of the Russian Federation, 1999. In cases where the Hague (-Visby) Rules are compulsory applicable, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading.

**5. Arbitration.** Any dispute which may arise out of or in connection with this Bill of Lading shall be settled by the Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation.

**6. Methods and Routes of Transportation.** The Carrier is entitled to perform the transport in any reasonable manner and in reasonable time, by any reasonable means, methods and routes, whether or not the most direct or advertised or customary route, via any ports or places in any order whatsoever and for whatsoever purpose visited, together with other goods of every kind dangerous or otherwise whether stowed on or under deck. Vessels may sail with or without pilots, undergo repairs, adjust equipment, drydock and tow vessels in all situations.

**7. Transhipment and Forwarding.** Whether expressly arranged beforehand or otherwise the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport whether by water, land or air according to the applicable tariff and conditions and may discharge the goods at any place for transhipment, tranship, land or store the goods either on shore or afloat and reship or forward the same. The Carrier in making arrangements for any transhipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the Shipper. The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for delay, damage or loss arising during any other part of the transport even though the freight for whole transport has been collected by him.

**8. Loading, Discharge and Delivery.** Merchant shall tender the goods when the vessel is ready to load and as fast as the vessel can receive. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and deadfreight is to be paid. Notwithstanding any custom of the port the Carrier may discharge immediately without previous notice when the ship is ready, no matter where she is lying, as fast as ship can, directly as the goods come to hand at or on to any quay, or overside in lighters or in any other way, that the Carrier may elect, at all hour day and night, Sundays and holidays included, regardless of the state of the weather at the risk of the Merchant. The expenses incurred after discharge of the goods to be borne by the Merchant. If the Merchant for whatsoever reason fails to take delivery of the goods according to these conditions or if he fails to do so promptly, the Carrier is at liberty to put them into lighters, warehouses, customhouses and the like, all at the risk and expense of the Merchant. These conditions apply, if otherwise is not provide in the tariff. See cl. ---Additional Conditions.

**9. Lighterage.** The Carrier in arranging for lighters or other transportation between ship and shore, does so as the Merchant's agent and for account and risk of the goods.

**10. Optional Stowage and Deck Shipment.** The Carrier is at liberty to stow the goods in pop., forecastle, deckhouse, shelterdeck, spare bunkers or any covered space commonly used in the trade for the carriage of such goods and when so stowed shall be deemed for all purpose to be stowed under deck. Where the goods are stated herein to be received and/or shipped as deck cargo such goods are carried at Merchant's risk in which case the Carrier shall be under no liability for any loss or detention thereof, or damage thereto, arising from any cause whatsoever. The Carrier shall be entitled to carry the goods on deck in containers, trailers, transportable tanks or similar articles of transport used to consolidate goods whether they are slowed there by him or the Merchant. The Carrier is not required to give notice to the Merchant of any stowage and carriage as provided in this clause. These goods (container, etc.) carried on deck be treated as if they were stowed under deck and the Hague (-Visby) and York-Antwerp Rules as incorporated herein shall be applicable to them.

**11. Hindrances, etc., Affecting Performance.** If in the event of restraint of authorities, epidemic, quarantine, ice, labour troubles, strikes, lockout, congestion and any other causes beyond Carrier's control the goods cannot be discharged at the port of destination without risk to ship and cargo, the Carrier is entitled to land the goods at one of the nearest ports of call where possible at Merchant's risk and expense and to inform the Merchant thereof, if possible.

**12. Extent of Responsibility:**

- 1) The Carrier shall be liable for loss of or damage to the goods occurring between the time, when he received the goods into his charge and the time of delivery.
- 2) The Carrier shall however be relieved of liability for any loss or damage if such loss or damage arose or resulted from:
  - a) act, neglect or default of the master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the ship;
  - b) the wrongful act or neglect of the Merchant;
  - c) compliance with the instructions of any person entitled to give them;
  - d) the lack of or defective condition of packing in the case of goods, which by their nature, are liable to wastage or to be damaged when not packed or when not properly packed; unless the packing had been carried out by the Carrier;
  - e) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
  - f) inherent vice of the goods;
  - g) insufficiency or inadequacy of marks or numbers on the goods, covering or unit loads except where they are required to be affixed by the Carrier;
  - h) strikes or lockout or stoppage or restraint of labour from whatever cause whether partial or general;
  - i) any other cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence;
- 3) Where under sub-clause 2 the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall

only be liable to the 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, c and i of sub-clause 2 shall rest upon the Carrier.

5) The Carrier shall not be liable for loss or damage to the goods during the period before loading and after discharge from the vessel however such loss or damage arises.

**13. Limitation of Responsibility**

a) For the sea carriage the Carrier shall in no case be liable in an amount exceeding 666,67 units of account per package or other shipping unit or 2 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher, unless value declared on the Bill of Lading.

b) For the carriage by any other means of transport or during any services incident to the through transportation of the goods every Carrier shall be liable according to the applicable law, rules and conditions applicable to the respective means of transport or by other contractors under the pertinent sub-contracts.

c) When carrying loaded containers, pallets or other similar unit loads the Carrier is responsible for the number of packages enumerated in the Bill of Lading, i. e. either for the whole containers (the pallet) or for its contents according to the number of packages loaded into it if such number is inserted in the Bill of Lading. In the absence of any particulars about the number of packages loaded into such container (or on the pallet) the Carrier's responsibility is limited only to the number of unit loaded on the whole.

**14. Notice of Loss.** Unless notice of loss of or damage to the goods and the general nature of it be given in writing to the Carrier 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 three 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.

**15. Time Bar.** The Carrier shall be discharged or all liability under the rules of these conditions unless suit is brought within one year after delivery of the goods, or in the case of total loss of the goods, the period shall begin from the moment when goods should have been delivered.

**16. Defences for Servants, etc.** The defences and limits of liability provided for in this B/L shall apply in any action against the Carrier for loss or damage to the goods whether the action be founded in contract or in tort, also in any action against a servant, agent, or independent contractor, unless it is proved that the loss or damage resulted from an act or omission of the Carrier or of this person done with intent to cause damage or recklessly and with knowledge that damage would probably result.

**17. Inspection of Goods.** The Carrier shall be at liberty at the place of loading or discharging as well as during the voyage to have the contents inspected in order to ascertain the weight, measurement or value for the purpose of verifying the freight basis and their correspondence to their description. 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 damages to the Carrier notwithstanding any other sum having been stated on the Bill of Lading as freight payable if otherwise is not provided in the tariff.

**18. Sealed Goods.** The Carrier shall not be responsible for the shortage of or damage to the goods arrived at the port of destination in the holds of the ship, in good containers or other similar receptacles duly sealed by the Shipper and for the goods delivered in other safe and good packages without any signs of opening (unsealing) them during the carriage in case of Merchant's failure to prove that such shortage of or damage to the goods occurred through the fault of the Carrier.

**19. Lien.** The Carrier shall have an absolute lien on goods for any amount due under this contract and for contribution in respect of general average and for salvage to whomsoever due, including costs of recovering the same and storage fees, and may enforce such lien in any reasonable manner which he may think fit. If on sale of the goods the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the difference from the Merchant.

**20. Description of the Goods.** The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of the description of the goods, marks, numbers, quantity and weight (including gross weight of the container or any other receptacle) as furnished by him, and the Merchant shall indemnify the Carrier against all loss, damage and expense arising or resulting from inaccuracies in or inadequacy of such particulars. The Merchant is liable for the said incorrectness according to clause 17.

**21. Freight and Charges.**

- 1) Freight shall be deemed earned on receipt of the goods by the Carrier and shall be paid in any event, goods lost or not lost, and not to be returned.
- 2) Freight and all other amounts mentioned in this Bill of Lading are, at the option of the Carrier, to be paid in the currency named in this Bill of Lading or any other currency acceptable to the Carrier.
- 3) All dues, taxes and charges or other expenses in connection with the goods shall be for the account of the goods.
- 4) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation or revaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation as to devaluation or revaluation exists or is applicable the following clause to apply: "If the currency in which freight and charges are quoted is devalued or revalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency".
- 5) The Merchant shall reimburse the Carrier 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, epidemic, strikes, government directions or force majeure.

**22. Stowage in Containers by the Carrier.** The Carrier may stow the goods in containers and has the right without notice to the Merchant to carry them in closed containers.

If the goods accepted for shipment are packed into containers by or on behalf of the Carrier the Carrier's responsibility for the goods commences at the moment of receipt of the goods by the Carrier and ceases when the goods are discharged out of the container at the port of destination.

The Carrier shall during the whole period from such loading until unloading be entitled to the benefit of all privileges, rights and immunities contained in this Bill of Lading.

**23. Merchant-packed Containers.** Where any container, transportable tank, flat or pallet and other receptacles accepted for transportation has not been filled, packed or stowed by or on behalf of the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier if such loss, damage or expense has been caused by:

- 1) negligent filling, packing or stowing of the container, and any other receptacle;
- 2) the contents being unsuitable for carriage in container or any other receptacle;
- 3) the unsuitability or defective condition of the container or any other receptacle unless they have been supplied by the Carrier and when the unsuitability or defective condition of the container were not apparent upon reasonable inspection at or prior to the time when the container or any other receptacle was filled, packed or stowed.

**24. Special Container.** If the goods are stowed by or on behalf of either the Carrier or the Merchant in special container with refrigeration or heating units the Carrier does not accept any responsibility for the functioning of such containers not owned or leased by the Carrier.

**25. Repositioning of Containers.** Where containers owned or leased by the Carrier are unpacked at the Merchant's premises, they are jointly and severally responsible for returning the empty containers with interiors brushed and clean to the port or place of discharge or to the point or place designated by the Carrier, his servants or agents within the time prescribed by the Carrier's Tariff. Should a container not be returned within the prescribed time the Merchant shall be liable for any demurrage, loss or expenses which may arise from such non-return.

**26. Heavy or Bulky Goods.** Peaces or packages weighing two tons each and upwards or of exceptional bulk or length or if awkward for vessel's tackle or gear shall be loaded and discharged at Merchant's risk and cramage and any other extra expenses shall be, unless otherwise agreed, for account of the goods.

**27. General Average.** General Average to be adjusted at any port or place at the Carrier's option and to be settled according to the York-Antwerp Rules 1994, this covering all goods carried under deck and the containers and etc. carried on deck. The Amended Jason Clause as approved by BIMCO to be considered as incorporated herein. Average bond with values declared therein to be signed, also sufficient security to be given as required by Masters or agents.

**28. Incorporated Clauses.** This Bill of Lading shall be subject to all conditions of the port clauses customarily included in liner Bill of Lading for the port at which the goods are discharged as fully as though such clauses were printed here.

The Both-to-Blame Collision Clause, War Risks Clauses Voywar 1993 as approved by BIMCO are fully and specifically incorporated in this Bill of Lading.

## ADDITIONAL CONDITIONS

**A. Refrigerated Goods.** A Surveyor's Certificate with respect to heated, cooled, ventilated or insulated space, issued prior to shipment, shall be deemed to be conclusive evidence that the Carrier has exercised due diligence to make the vessel seaworthy in respect to such space. The Carrier shall not be obliged to provide for refrigerated storage ashore. Consignee to take delivery of refrigerated cargo as soon as the vessel is ready to deliver, otherwise cargo will be landed at Consignee's risk and expenses.

**B. Dangerous Goods.** Before the goods of dangerous or damaging nature and radioactive material are tendered for shipment, the Merchant shall inform in writing the Carrier, Master or Agent of the vessel, of their exact nature of danger, indicating the precautions to be taken, give the name and address of the sender and receiver and distinctly mark the nature of the goods on the surface of the package or packages, as required by the International Maritime Dangerous Goods Code and applicable statutes or regulations and in addition on each container, flat, trailer, etc. A special stowage order giving consent to shipment must be obtained from the Carrier. The Merchant will be liable for all loss, damage, delay or expenses, if the foregoing provisions, are not complied with.