NEGOTIABLE BILL OF LADING

TERMS & CONDITIONS

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1. DEFINITIONS

b. "Carriage" means the whole or any part of the operations and services performed by the Carrier in connection with the transportation of the Goods.


d. "Container" includes any container, trailer, transportable tank, flat or other panel, or similar item used to transport the Goods.

e. "Containerized Freight" means the Goods, the holder of this bill of lading, and any person, including any consignee, in possession of this bill of lading, and any document relating to the Goods or the possession of the Goods, or acting on behalf of the Goods or any person in possession of this bill of lading or any document relating to the Goods.

f. "Carrier's Expenses" means all expenses incurred by the Carrier in connection with the carriage of the Goods, including but not limited to any legal, administrative, or other fees or costs.

g. "Closing Date" means the date on which all Goods are loaded onto any means of transportation.

h. "Documents" means this bill of lading and any related documents or paperwork.

i. "Documents for Delivery" means any documents that must be surrendered to the Carrier at the point of delivery.

j. "Documents for Shipment" means a shipment from one port to another port. The Carrier would be responsible for the Goods only from the Port of Departure to the Port of Destination.

k. "Documents to accompany Goods" means any documents that must be submitted to the Carrier in order to release the Goods.

l. "Early Notice of Loss" means any notice of loss or damage that is received by the Carrier within 30 days of the date of delivery.

m. "Effective Date" means the date on which the contract of carriage is formed.

n. "Electronic Bill of Lading" means a bill of lading that is transmitted electronically.

o. "Environmental Protection Act" means the Environmental Protection Act 1990 (the EPA).

p. "Event of Loss" means any occurrence that results in damage to or loss of the Goods.

q. "Existing Claims" means any claims that have already been filed or are pending against the Carrier.

r. "General Average" means a proportionate contribution to the expenses incurred by the Carrier in connection with the carriage of the Goods.

s. "General Average Adjuster" means a person appointed to determine the General Average contribution.

t. "General Average Contribution" means the amount of money that the Carrier is entitled to receive from the General Average Adjuster.

u. "General Average Proportion" means the percentage of the Goods that is covered by the General Average.

v. "Goods" means all articles of merchandise, whether contained in or attached to any document or conveyance, and any other article or property owned by the Merchant.

w. "Hang Tag" means a label or sticker attached to the Goods.


y. "Incident of Loss" means any event or occurrence that results in damage to or loss of the Goods.

z. "Insured" means the Merchant or any person in whose name the Goods are insured.


m. "Invoices" means any documents that contain a description of the Goods.

n. "Loss" means any damage that results in a reduction in the value of the Goods.

o. "Merchant" means the person who compiles, issues, and delivers this bill of lading.

p. "Moment of Receipt" means the time at which the Goods are received by the Carrier.

q. "Notwithstanding" means that a provision applies regardless of any other provisions.

r. "Parties" means the Carrier and the Merchant.

s. "Personal Injury" means any injury to a person, including death.

1. "Port of Destination" means the port or place to which the Goods are consigned.

m. "Port of Departure" means the port or place from which the Goods are shipped.

n. "Prorata" means that the Carrier is entitled to a proportionate share of the General Average contribution.

o. "Presumption" means an assumption that is made based on the evidence presented.

p. "Purchase" means the act of acquiring property.

q. "Qualified Claim" means a claim that meets the requirements established by the Carrier.

r. "Reported Claim" means a claim that has been reported to the Carrier.

s. "Special Service" means any service that requires additional handling or processing.

1. "Stowage Location" means the area assigned to the Goods on the vessel.

m. "Time ofReceipt" means the time at which the Goods are received by the Carrier.

n. "Transportation" means any movement of the Goods by land, air, sea, or water.

o. "Unclaimed" means that the Goods have not been claimed by the Owner.

p. "Vessel" means any separate unit of transportation, such as a ship, plane, or train.

q. "Vessel's Limitation" means the limit of liability that applies to the Carrier.

r. "Warehouse" means a facility where the Goods are stored.

s. "Wide Area Network" means a network that covers a large geographic area.

2. NEGOTIABLE BILL OF LADING

a. This bill of lading evidences the contract of carriage from the time the Carrier delivers custody or control of the Goods at the port of discharge or the place of delivery.

b. This bill of lading is negotiable and may be transferred by endorsement.

c. This bill of lading is transferable by endorsement only.

3. DELIVERY

a. The Carrier shall make the Goods available for delivery at the port or place of delivery.

b. The Carrier shall bill the Goods for the time that the Goods are available for delivery.

c. The Carrier shall bill the Goods for the time that the Goods are available for delivery.

4. APPLICABLE LAW

a. The contract of carriage evidenced by this bill of lading is governed by the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1924.

b. The contract of carriage evidenced by this bill of lading is governed by the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1924.

5. TRANSPORTATION

a. The Goods may be carried on several different modes of transportation, by

b. The Goods may be carried on several different modes of transportation, by

6. DELIVERY

a. The Carrier agrees to deliver the Goods to the Consignee or other person named on the face of this bill of lading.

b. The Carrier agrees to deliver the Goods to the Consignee or other person named on the face of this bill of lading.

7. MERCHANT'S RESPONSIBILITY

a. The Merchant warrants that the vessel will not incur any fine, penalty or other expense because of the Goods, their preparation for transportation, packing, stowage, or handling or any document relating to the Goods.

b. The Merchant warrants that the vessel will not incur any fine, penalty or other expense because of the Goods, their preparation for transportation, packing, stowage, or handling or any document relating to the Goods.

8. WAIVER OF LIABILITY

a. The Carrier shall not be liable for any delay in the transportation of the Goods.

b. The Carrier shall not be liable for any delay in the transportation of the Goods.

9. GENERAL AVERAGE AND SALVAGE

a. The Carrier shall have a lien on the Goods and any document relating to the Goods or any other property owned by the Merchant.

b. The Carrier shall have a lien on the Goods and any document relating to the Goods or any other property owned by the Merchant.

10. PROHIBITIONS

a. The Merchant agrees not to carry any goods that are prohibited by law.

b. The Merchant agrees not to carry any goods that are prohibited by law.

11. LIMITATION OF LIABILITY

a. The Carrier shall have a lien on the Goods and any document relating to the Goods or any other property owned by the Merchant.

b. The Carrier shall have a lien on the Goods and any document relating to the Goods or any other property owned by the Merchant.

12. REMEDIES

a. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

13. SUB-CONTRACTORS AND INDEPENDENT AGENTS

a. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

14. ROUTES, LIBERTIES

a. The Carrier shall be responsible for any delay in the transportation of the Goods.

b. The Carrier shall be responsible for any delay in the transportation of the Goods.

15. SUBSEQUENT CONTRACTS AND HAMMERSLEY CLAUSE

a. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

16. TERMINATION

a. The Carrier shall be liable to indemnify the Carrier against any claim or allegation made against it.

b. The Carrier shall be liable to indemnify the Carrier against any claim or allegation made against it.

17. FREIGHT AND OTHER CHARGES

a. The Carrier shall be liable to indemnify the Carrier against any claim or allegation made against it.

b. The Carrier shall be liable to indemnify the Carrier against any claim or allegation made against it.

18. INTEREST AND OTHER CHARGES

a. The Carrier shall be liable to indemnify the Carrier against any claim or allegation made against it.

b. The Carrier shall be liable to indemnify the Carrier against any claim or allegation made against it.

19. GENERAL AVERAGE AND SALVAGE

a. The Carrier shall be liable to indemnify the Carrier against any claim or allegation made against it.

b. The Carrier shall be liable to indemnify the Carrier against any claim or allegation made against it.

20. BOTH TO BLAME CLAUSE

a. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

21. DELAY AND CONSEQUENTIAL DAMAGE

a. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

22. DECK STORAGE

a. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

23. SPECIAL VENTILATION, REFRIGERATION OR HEATING

a. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

24. STEEL, OTHER METAL CARGO, LUMBER AND WOOD

a. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

25. COMMUNITY SAFETY

a. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

26. SEPARABILITY OF TERMS

a. The Carrier may not sub-contract, directly or indirectly, the whole or any part of the contract of carriage.

b. The Carrier may not sub-contract, directly or indirectly, the whole or any part of the contract of carriage.