

# Triple Eagle (Group) Limited and subsidiaries

## CONDITION OF CARRIAGE

### 运输条款

#### 1. DEFINITIONS

##### 定义

“The Company” means Triple Eagle (Group) Ltd and subsidiaries.

“本公司” (The company), 是指 “紀星 (集團)有限公司”及其分公司。

“Merchant” means and includes the shipper the consignee, the holder of this bill of lading, and receiver or owner of the goods.

货方 (Merchant), 包括发货人、收货人、本提单的持有人以及货物接收人和货主。

“Holder” means any person for the time being in possession of this bill of lading to whom the property in the goods has passed on or by reason of the consignment of the goods or the endorsement of this bill of lading or otherwise.

“持有人” (Holder) 是指任何目前持有本提单并拥有货品产权的人, 或因货物托运、本提单背书及其它原因而持有本提单、并且拥有货品产权的人。

“Container” includes any container, trailer, transportable tank flat or pallet or any similar article used to consolidate goods.

“集装箱”(Container)包括任何集装箱, 拖车, 运输罐单位或托盘或用于巩固货物的装置及设备。

“Hague Rules” means the provisions of the international convention for the unification of certain rules relating to bills of lading signed at Brussels on 25<sup>th</sup> August 1924.

“海牙规则” (Hague Rules) 是指 1924 年 8 月 25 日在布鲁塞尔签署的旨在统一规定提单相关规则的国际公约。

“Hague Visby Rules” means The Hague rules as amended by the protocol signed at Brussels on 23<sup>rd</sup> February 1968.

“海牙 - 维斯比规则” (Hague Visby Rules) 是指 1968 年 2 月 23 日在布鲁塞尔签署的对海牙规则的修订议定书。

#### 2. THE COMPANY LIABILITY

##### 本公司责任

- a. The company is a forwarding agent and not a carried. the company shall only be liable to damage to goods caused by willful neglect or default whilst goods are in the actual custody of the company's servant and for no other neglect or default or other matter or thing whatsoever and howsoever arising and such liability is limited as stipulated in clause (6)

below.

本公司是货运代理而不是承运人。本公司只对因故意疏忽或无视而造成的在本公司实际服务范围内的货物的损失承担责任，并且是有限责任，而对本公司没有疏忽或过失或其他事宜而产生的货物损失不承担责任。本公司承担责任的范围将在以下第六条进行描述。

b. In particular and without lessening the generality of any other provisions herein contained.

特定条款和不减少任何其他条文一般性的条款

- a. The company shall not be responsible for any accident or for any act neglect or default howsoever arising whether willful or otherwise on the part of its agents or those with whom it contracts in respect of the goods to be forwarded whether they are carriers by land sea or air/whether ship-owners lighterman canal railway or aircraft operators or others or warehouse keepers persons .the company shall not be responsible or any money paid or remitted by it on behalf of the senders to any persons in respect of the goods to be forwarded whether for the purpose of paying duties or charges in respect of the goods or otherwise .all the general and special exemptions stated in this notice shall apply although the particular rates or charges made by the company to the senders or persons forwarding the goods may not be identical will the amounts paid by it to such agents contractors or other persons.

本公司不为任何意外事故、任何疏忽或过失行为负责。无论事故造成者是否为有意，无论事故造成者是运输代理人还是签订了与货物运输相关的合同的当事人，无论事故造成者是陆运、海运、空运承运人，无论是大船、驳船、运河、铁路还是飞机营运人，还是其他人或仓库管理者。本公司概不负责或代表发件人向任何与货物运输相关方支付或汇出要转发的货物的费用。本通知规定的所有一般和特殊的豁免应适用于，尽管本公司制定给发货人、或托运人的特定费率或费用也许和实际支付给代理承包商的费用不一致的情况。

- b. The company only forwards goods subject to the contracts, terms, conditions and regulations of the various persons companies or authorities into whose possession the goods may pass.

本公司只遵守与参与到货物运输各环节的各承运人、代理人、公司和授权机构所达成的合同、条款、条件和制度，安排货物发送。

- c. In no case shall the company be responsible for any loss or damage arising to the goods where its agents or the carriers or other in whose possession the goods were at the time of such loss or damage occurring are not responsible.

当货物发生损失或损毁时，无论货物是在代理人、承运人还是其他运输方手中，本公司对货物的损失和损毁，都概不负责。

### 3. CLAUSE PARAMOUNT

#### 重要条款

In respect of the company's responsibilities, rights, immunities, limitations of and/or exemptions from liabilities, the Hague Visby rules shall apply.

有关本公司的职责、权利、豁免，豁免限制和/或债务豁免方面，海牙 - 维斯比规则应适用。

### 4. WARRANTY

#### 保证

The merchant warrants that in agreeing to the terms hereof he is or has the authority of the person owning or entitled to the possession of the goods and this bill of lading.

货方保证且同意，其本人就是货主或者其本人有权享有货物及提单的所有权。

### 5. NOTICE OF LOSS, TIME BAR

#### 损失通知，时效

- a. Subject to any provision herein to the contrary unless notice of loss or a damage to the goods and the general nature of it be given in writing to the company or its agent at the place of 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 company of the goods described in the bill of lading.

除非本协议有任何规定与之相悖的，除非已在交货地向本公司或本公司的代理人提出关于本提单的货物灭失、损害及基本性状损坏的书面通知，或在灭失或损害不明显时，在交货之日以后 7 个连续日之内提出上述书面通知，此项交付便应是本公司按本提单所述状况及条件交付货物的初步证据。

- b. Subject to any provision herein to the contrary ,the company shall be discharged of all liability under this bill of lading unless suit is brought and written notice thereof given to the company within nine months after delivery of the goods or the date when the goods should have been delivered which date in the case of total loss of the goods shall in the absence of evidence to the contrary be deemed to be a date two calendar month after the goods have been received for transportation.

除非本协议有任何规定相悖的，本公司应履行这个提单的所有责任，除非提起诉讼，并由此给予本公司书面通知是在交付货物九个月内，或者在应交付货物的时间内，货物发生灭失，却找不到货物没有灭失的证据时，那么本公司履行责任的时效被视为在本公司收到货物准备发送之后的日历时期 2 个月。

### 6. THE AMOUNT OF COMPENSATION

#### 补偿金额

- a. When the company is liable for compensation in respect of loss of or damage to the goods,

such compensation shall be calculated to the invoice value of the goods plus freight and insurance premium if paid.

当本公司承担货物的灭失或损坏的补偿责任时，这种补偿的计算应以货物的发票价值加运费和保险费来支付。

- b. If the loss or damage is proved to have occurred at sea or inland waterways, the liability of the company shall be limited to us\$100 per container or US\$25 per package of shipping unit and for non-containerized goods, at US\$2 per kilo of gross weight of the goods lost or damage whichever is the lesser.

如果损失或损害是发生在海上或内河水域，本公司的责任应限于每集装箱 100 美元或 25 美元每包的运输单位，而对非集装箱货物，承担每公斤 2 美元的货物丢失或损坏，择费用低的为准。

- c. Higher compensation may be claimed only when, with the consent of the company, the value for the goods declared by the shipper which exceeds the limits laid down in this clause has been stated in this bill of lading and extra freight has been paid as required, in that case the amount of the declared value shall be substituted for that limit, any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

更高的补偿，可以说只有当，经本公司同意，由货物托运人申报的提单货物价值超出本条款规定的限制，在运费已经支付的情况下，申报的货物价值可以取代限制金额，货物任何部分的损失或损害应按比例调整。

## 7. DELAY

延迟

The company does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and the company shall not be liable for any direct, indirect or consequential loss or damage caused by delay.

本公司不保证，货物在任何特定时间，或为满足任何特定的市场或使用用途，抵达卸货港或交货地点，本公司不承担任何直接，间接或相应的因延迟到货而造成的损失或损害。

## 8. GENERAL

综述

Save as otherwise provided herein, the company shall in no circumstances be liable for indirect or consequential loss or damage and the defences and the limits of liability provided for herein shall apply in any action against the company whether it be founded on contract, tort or bailment.

除另有规定外，本公司不承担间接或相应的损失或损害责任。抗辩和赔偿责任限制的规定应适用于，任何与本公司建立联系，或造成侵权或获得保释的情况。

## 9. SHIPPING-PACKED CONTAINERS

运输货物的已装箱的集装箱

If a container has not been packed or filled by or on behalf of the company shall not be liable for loss of or damage to the contents and the merchant shall indemnify the company against any loss, damage liability or expense incurred by the carrier if such loss, damage, liability or expense has been caused by:

如果集装箱没有装货或装货方不代表本公司，本公司概不承担集装箱内所装货物灭失或损坏的责任。而因此对本公司产生的任何损失、损害、责任或费用，货方应赔偿本公司，损失、损害、责任和费用包括由以下因素引起的；

- a. The manner in which the container has been packed or filled; or,  
由于集装箱的包装方式和填充方式引起的；或者
- b. The unsuitability of the goods for carriage in containers; or  
由于集装箱装了不适合运输的货物；或者
- c. The unsuitability or defective condition of the container arising without any want of due diligence on the part of the company to make the container reasonably fit for the purpose for which it is required; or,  
集装箱不适合运输货物或者存在缺陷，就本公司而言，集装箱没有得到仔细调查没有符合本公司的指定要求而被用来运输货物的；或者
- 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.  
集装箱不适合运输货物或者存在缺陷，货方在装箱时或者装箱前完全可以经过合理检查就发现集装箱缺陷的。

## 10. INSPECTION OF GOODS

检验货物

The company or any person to whom the company has sub-contracted the carriage or any person authorized by the company shall be entitled, but under no obligation to open any container or package therein a time and to inspect the goods.

本公司或任何本公司的分包运输人或任何经本公司人授权的人，有权利但没有义务打开任何集装箱或者包装以检查货物。

## 11. PERISHABLE GOODS

易腐货物

Goods of a perishable nature are carried in dry container without environmental or atmosphere control or other special services unless the face of this bill of lading notes that the goods are to be carried in a refrigerated, heated, specially ventilated or otherwise specially

equipped container, this carriage is subject to the special services and charges offered by the company

易腐货物如果装在一般的干货集装箱内，是不能进行环境、气氛控制或其他专门服务的。除非提单上指出，货物应该放在冷冻冷藏、加热、通风或另有特别装备的集装箱内，那么该运输要受到特殊服务条款的制约，特别服务和费用本公司承担。

## 12. GOVERNMENTAL ORDERS

政府命令

The company or the master shall have liberty to comply with any orders, directions, regulations, requests or suggestions given by or received from the government. any disposition of the goods pursuant to this clause shall constitute completion of the contract of carriage by the company, and the goods thereafter shall be solely at their own risk and expense.

本公司或船长应当自由地遵守任何由政府给予或下达的命令、指示、规定、要求或建议。任何按照本条款处置的货物，本公司应构成完整的运输合同，其后本公司须单独承担在处置货物的风险和费用。

## 13. DESCRIPTION OF GOODS

货物描述

- a. This bill of lading shall be prima facie evidence of the receipt by the company in apparent good order and condition, except as otherwise noted of total number of containers or other packages or units specified overleaf.

本提单是本公司收到外表状况良好的货物的初步证据，除非在提单背面页面有另外注明集装箱数量，或货物包装数量或单位的。

- b. No representation is made by the company as to the weight, contents, measure, quantity, description, condition, marks, numbers or value of the goods and the company shall be under no responsibility whatsoever in respect of such description or particulars.

本公司对有关货物的重量、品名、尺寸、数量、描述、状态、唛头或货值不表示任何异议，本公司对上述有关货物的描述和详情，概不负任何责任。

## 14. SHIPPER'S RESPONSIBILITY

发货人的责任

- a. The shipper warrants to the company that the particulars relating to the goods as set out overleaf have been checked by the shipper on receipt of this bill of lading and such particulars and any other particulars furnished by or on behalf of the shipper are correct.

发货人向本公司保证，在收到本提单之时，发货人已经对提单正面页面有关货物的描述检查无误，并且认为对这些描述以及其他描述是符合其本人的意思的，且是正确的。

- b. The shipper shall indemnify the company against all lose, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars or from any other cause in connection with the goods for which the company in not responsible.

因为对上述货物描述或任何其他与货物相关的描述不正确或不充分而产生或导致的灭失、损害、罚金和费用，本公司概不负责，并且发货人应对本公司予以赔偿。

## 15. FREIGHT

运费

- a. Freight and charges shall be deemed fully earned in receipt of the goods by the company and shall be paid and non-returnable in any event.

运费和费用应当在本公司收到货物时即视为已经全额、最终并已无条件地赚得，并应在任何情况下均须支付，且不予退还。

- b. The freight has been calculated on the basis of particulars furnished by or on behave of the shipper ,the company may at the time open any container or other package or unit in order to reweigh, measure or revalue the contents ;and if the particulars furnished by or on behalf of the shipper are incorrect, it is agreed that a sum equal five times the difference between the correct freight and the freight charged ,or to double the correct freight less the freight charged ,whichever sum in the smaller shall be payable as liquidated damages to the company .

运费是根据发货人的货物描述来进行计算的，本公司可以打开集装箱或货物包装或单位，以便重新计算货物重量，尺寸和重估货值；如果发货人给到的货物描述是不正确的，那么发货人应该支付违约赔偿给本公司，其计算方式如下：一是正确运费减去已收运费得到的差额，乘以 5；一是按 2 倍正确运费减去已收运费得到的差额，二者取其金额少的来进行支付。

- c. During the agreed loading period, the merchant's goods are lost or insufficiently prepared, resulting in the empty running of the loading trailer arranged by the company, and the merchant shall pay the returning cost (according to 70% of the delivery fee). When this fee occurs, the merchant shall confirm it in writing to the company and then pay with other expenses.

在约定的装货期内，发货人货物落空或筹备不足，造成本公司安排的装货拖车的空跑，发货人应支付返空费用（按照提货费用的 70%收取）。此费用发生时，发货人应书面确认给本公司，然后与其他费用一起支付。

## 16. LIEN

留置权

The company shall have a lien on the goods and any documents relating thereto for all sums payable to the company under this contract and for general average contributions to whomsoever due and for the cost of recovering the same and for that purpose shall have the

right to sell the goods by public auction or private treaty without notice to the merchant.

本公司可因为支付货物运输相关应付运费、因运输产生的任何费用、以及为不论何人应付的海损摊款，而对货物与货物有关的任何文件拥有置留权。

## 17. Liability

責任

The company shall only be responsibility for any loss or damage to goods or for any non-delivery or mis-delivery if it is proved that the loss, damage, non-delivery or mis-delivery occurred whilst the goods were in the actual custody of the company and under its actual control and that such loss, damage, non-delivery, or mis-delivery was due to the willful neglect or default of the company or its own servants.

本公司只对货物在本公司的实际保存和监管过程中所发生的灭失、损害或者任何未送达或错误送达而承担责任，并且灭失、损害、未送达或错误送达被证明是由于本公司或本公司的受雇人故意忽视和默认而造成的。

The company shall only be liable for any non-compliance or with instructions given to it if it is proved that the same was caused by the willful neglect or default of the company or its own servants.

本公司只对与发货人给予本公司的指示不符的事由负责，并且该事由被证明是由于本公司或者本公司的受雇人故意忽视和默认造成的。

Save as aforesaid the company shall be under no liability whatsoever, however arising, and whether in respect of or in connection with any goods or any instructions, business advice, information or service or otherwise.

除上述情况外，本公司对任何与货物相关的指示、商业建议、信息和服务或者其他，概不负责。

Further and without prejudice to the generality of the preceding sub-condition the company shall not in any event, whether under sub-condition (1) or (2) otherwise be under my liability whatsoever, for any consequential loss or loss of market or fire or consequence of fire or delay or deviation however caused.

此外，在不影响到前述的子条件的一般性原则的前提下，本公司在任何情况下不承担责任，无论在子条件（1）或（2）情况下，还是任何间接损失或、市场损失、火灾、因火灾而产生的损失或延迟、偏差而引起的损失。

## 18. OPTIONAL STOWAGE

选择性积载

- a. The goods may be packed by the Company in Containers or in or on similar articles of transport used to consolidate goods.

货物可以由本公司装入集装箱或者类似容器，以便使货物稳固。

- b. Goods packed in containers, whether by the company or the merchant, may be carried on deck or under deck without notice to the Merchant, Such Goods (other than livestock) whether carried on deck or underdeck shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules or the Hague Visby Rules. 无论货物是由本公司还是发货人装在集装箱内，对于集装箱是放置在甲板还是甲板下这个问题，本公司恕不另行通知发货人。除去牲畜以外的货物，无论是在甲板上或者甲板下，都应参与共同海损，应被视为适用于“海牙规则”或“海牙维斯比规则”定义下的货物。

## 19. DECK CARGO AND LIVESTOCK

### 舱面货和牲畜

Neither the Hague Rules nor the Hague Visby Rules if otherwise applicable shall apply to this contract where the goods carried hereunder consist of livestock and goods (not being goods stowed in Containers other than flats or pallets) which are stated herein to be and are carried on deck. Such goods and livestock whether the latter are carried on deck or underdeck are carried without responsibility on the part of the Company for loss or damage of whatsoever nature arising during carriage by sea whether caused unseaworthiness or negligence or any other cause whatsoever.

当“海牙规则”和“海牙维斯比规则”都不适用时，将遵守以下协议：运输对象中含有牲畜和货物时，且牲畜和货物不是装在开顶柜或托盘里，即便货物和牲畜注明且实际上是放在甲板上时，或者无论是放在甲板上还是甲板下时，本公司对因无论是不适航，抑或疏忽造成海上运输过程中发生的舱面货和牲畜的灭失、损害、或任何性状改变概不负责。

## 20. METHOD AND ROUTE OF TRANSPORTATION

### 运输方法和路线

- a. The Company may at any time and without notice to the merchant.

本公司可以不经通知货方，在任何时间：

- i. use any means of transport or storage whatsoever.

使用任何运输和储存工具；

- ii. transfer the goods from one conveyance to another including transshipping or carrying the same on another vessel than that named overleaf or by any other means of transport whatsoever;

将货物从一个运输工具转移到另一运输工具，包括转船或将货物搬运到本提单正面载明的船舶以外的船舶上使用任何其他运输工具运输；

- iii. unpack and remove goods which have been packed into a Container and forward the same in a Container or otherwise;

拆开货物包装或者将货物从集装箱内卸下和装到另一个集装箱或其他储存工具；

- iv. use or proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised) and use or proceed to or stay at any place or port whatsoever once or more offer and in any order;

以任何航速经由任何路线（无论是否经由最近或最直接或最通常或如广告所述的路线）航行，一次或多次驶向、返回和停靠任何港口和地点；

- v. load or unload the goods at any place or port (whether or not any such port is named overleaf as the port of loading or port of Discharge) and store the goods at any such place or port;

在任何地点和码头装载和卸载本提单项下货物（无论该港口是否在本提单正面被指定为装货港和卸货港）并在该港口或地点存放该货物，包括但不限于使用任何港口的近码头仓库；

- vi. comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Company the right to give orders or directions;
- vii. 遵从由任何政府或当局作出的，或声称作为或代表该政府或当局行事的人或单位作出的，或依据对本公司使用的任何运输工具所投保的保险的条款有权给出指令或指示的任何人或单位作出的任何指令或建议。
- viii. permit the vessel to proceed with or without pilots.
- ix. 无论有无引航员，都允许该船只航行。

- b. The liberties set out in sub-paragraph (1) may be invoked by the Company for any purpose whatsoever whether or not connected with the carriage of the goods including undergoing repairs, towing or being towed, adjusting instruments, dry-docking and assisting vessels in all situations. Anything done in accordance with sub-paragraph (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

当发生以下情况，无论是否与货物运输有关，诸如船只正在进行维修、拖车或正被拖曳、调整仪器、干船坞和协助其他船只等，本公司可自由援引前面的条款，即第（1）条款

## 21. MATTERS AFFECTING PERFORMANCE

### 影响履约的事项

If it shall be considered by the Company at any time that the carriage or continuance thereof may subject the ocean vessel or other form of transport to any hindrance, risk, delay, Difficulty or disadvantage of any kind and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay difficulty or disadvantage existed at the time this contract was entered into the goods were accepted for carriage) and which cannot be avoided by the exercise of reasonable endeavors, the Company (whether or not the carriage is commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the goods or any part of them at the Merchants disposal at any place or port which the company may deemed safe and convenient where upon the responsibility of the Company in respect of such goods shall cease. The Company shall nevertheless be entitled to full freight on the goods received for carriage and the Merchant shall pay additional costs of carriage to and delivery and storage at such place or port.

如在任何时间，本公司认为运输一事容易受到除了属于货物的不能被安全地或妥当地运输或继续运输的情况外的任何障碍、风险、延误、困难或不利条件的影响，而且不论系如何产生（即使引起上述各项的客观环境在本契约订立时或货物被接受以备装运时已经存在），并且这些客观环境并不因必要的人为努力而改变，本公司（无论运输是否已开始）均可不经事先通知货方而完全自行决定：放弃货物的运输并将货物或者部分货物置于本公司视为安全而方便的任何港口或地点由货方处理。至此，本公司关于此项货运的责任即告全部终止。虽然如此，本公司仍然有权收取其所收到的用以运输的货物的全额运费，而货方则应支付将货物运至上述港口或地点以及在该处交付及存储的额外费用。

## 22 DANGEROUS CARGO CONTRABAND

危险品、违禁品

- a. The Shipper undertakes not to tender for transportation any goods which are of a dangerous, inflammable, radioactive, and/or any harmful nature without previously giving written notice of their nature to the company and marking the goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage.

在事先未向本公司提出货物性质的书面通知，并按运输中可能适用的任何法律和规章的规定，在货物、集装箱或其他包装的外部加以标明之前，货方保证不交运具有危险性、易燃性、放射性和（或）任何有害性质的货物。

- b. Whenever the goods are discovered to have been shipped without complying with the sub-cause (a) above or the goods are found to be contraband or prohibited any laws or regulations of the port of loading, discharge or call or any place or waters during the carriage ,the Company shall be entitle to have such goods rendered innocuous ,thrown overboard or discharged or discharge or otherwise disposed of at the Company's discretion without compensation and the Shipper shall be liable for any indemnity the Company against any kind of loss, damage or liability including loss of freight , and any expense directly or indirectly arising out of or resulting from such shipment.

无论何时发现承运的货物未能遵照上述(a)款的规定，或发现货物属于违禁品，或在运输中为装货港、卸货港、挂靠港或任何地方、水域的任何法律或规章所禁止，本公司有权将该货物予以处置使其不能为害，或投弃海中或卸下，或由本公司任意处置而不予赔偿、货方应就任何种类的灭失、损害或赔偿责任，包括运费损失和直接或间接的由该运输所引起的或造成的任何费用担负责任并向本公司赔偿。

- c. If any goods shipped complying with the sub-clause (a) above become a danger to the ship or cargo, they may in like manner be rendered innocuous, throw overboard or discharged or otherwise disposed of at the Company's discretion without compensation except to genera to average, if any.

如果遵照上述(a)款的规定承运的任何货物对船舶或货物造成危险时，则应同样予以处置使其不能为害，或投弃海中，卸下或由本公司任意处置而不予赔偿，但如有共同海损则不在此限。

## 23 LAWS AND REGULATIONS TO GOODS

货物的相关法律、规章

The Merchant shall comply with all the laws, regulations or requirements of all government customs, port and other authorities of the relevant countries and shall bear and pay a duties, taxes, fines, expenses or losses incurred or suffered by reason thereof or by reason of any illegal transportation/smuggling, incorrect or insufficient marking, numbering or addressing of the goods, and shall indemnify the Company in respect thereof.

货方须遵守运输过程中相关国家政府海关、港口和当局的法律、规章和要求，并且承担和支付给他们相应的关税、税款、罚金和费用，承担和支付因不当运输、或走私、或对唛头、数量及货物品名的错误和不充分描述而对他们造成的损失，并且赔偿因此对本公司造成的损失。

## 24 NOTIFICATION AND DELIVERY

通知及交付

- a. any mention herein or parties to be notified of the arrival of the good is solely for information if the company, and failure to give such notification shall not invoice the company in any liability or relieve the merchant of any obligation hereunder

本提单所载关于应将货物到达一事通知有关方的叙述，完全是为本公司提供的信息，若未能发出此项通知时，并不得引起本公司承担任何责任或解除货方根据本提单所应承担的任何义务。

- b. the merchant shall take delivery of the goods within reasonable time .

货方应在合理的时间内提货。

- c. if the merchant shall take delivery of the good or part of them within 20days of its becoming due under sub-paragraph (2) above the company may without notice either

在条款（2）的要求下，货方应在 20 天内提货，超过 20 天未提货的话，本公司可以不经通知货方，

- d. unpack the goods or that part thereof and/or store the goods or the part thereof ashore , afloat in the open or under cover in which event such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the company in respect of the goods of that part thereof shall cease and the cost of such storage (if paid if payable by the company ) shall forthwith upon demand be paid by the merchant to the company; or

将货物从集装箱中取出（如货物装载于集装箱内）和/或将货物储存在岸上或船上，露天储存或加以遮盖，风险由货方独自承担。此后本公司对货物的任何赔偿责任即行终止。此种储存构成的费用如果本公司应付或者已付，货方一经请求应立刻向本公司支付。

- e. if in his opinion the goods are likely to deteriorate, decay , become worthless or incur charges whether for storage or otherwise in excess of their value, sell or dispose of the goods and apply the proceeds of sale in reduction of any amount due to the company from

the merchant under this bill if loading

如果本公司认为货物有可能变质、腐烂或失去价值或因储存或其他原因发生超过其自身价值的费用时，本公司可以出售、抛弃或以其他方式处理货物，并且可以将任何销售收益用于扣减货方就本提单应向本公司支付的款项。

## 25. BOTH- TO BALME COLLISION CLAUSE

双方有责碰撞条款

If the (carrying) ship comes into collision with another ship as a result of negligence of the ship and any act, neglect or default in the navigation or the management of the carrying ship, the merchant undertakes to pay the company, or where the company is not the owner and in possession of the carrying ship, to pay to the company as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient of indemnity the company and /or the owners and/or demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the merchant paid or payable by the other or non-carrying ship or her owners to the merchant and set-off recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owner or demise charterer or the company, the foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or addition to, the colliding ships or objects, are at fault in respect of a collision, contact standing or the accident

如有船舶由于他船疏忽以及本船船长、船员、引水员或其他受雇人在驾驶或管理船舶中的行为、疏忽或不履行职责而与他船碰撞，则本船的货物所有人应就他船亦即非载货船舶或其所有人所受一切损失和所负一切赔偿责任，给予本船承运人赔偿。但此种赔偿应以上述损失或赔偿责任所体现的已由或应由他船亦即非载货船舶或其他所有人付给上述货物所有人其货物的灭失或损害或其提出的任何赔偿要求的数额为限，并由他船即非载货船舶或承运人提出索赔的一部分，将其冲抵、补偿或收回。如果非属碰撞船舶或物体的，或在碰撞船舶或物体之外的任何船舶或物体的所有人、经营人或主管人，在碰撞、触碰、搁浅或其他事故中犯有过失时，上述规定亦应使用。

## 26. GENERAL AVERAGE

共同海损

- a. General average shall be adjusted at any port or place in the option of the company in accordance with the York-Antwerp rules, 1974, provides the where any adjustment is made in accordance with the law practice of the United States if America or of any other country having the same or similar law or practice the following sub-clause (a) and (b) shall pay:
- 共同海损应在本公司选择的任何港口或地点根据《1974年约克-安特卫普规则》进行理算、说明和结算。对于上述规则中未规定的事项，应根据美国或任何其他国家的实行的相同和类似于以下(i)和(ii)条款规定的进行理算、说明和结算。

- i. In the event of accident , danger, damage or disaster before or after the commencement of the voyage , resulting from any cause whatsoever, whether due to negligence or not , for which , or for the consequences of which the company is not responsible, by stature, contract of otherwise , the goods and the merchant shall contribute with the company in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage charged incurred in respect of the goods

如果在航次开始之前货之后, 由于无论是疏忽与否的任何原因引起意外事故、危险、损害或灾难, 而根据法令、合同或其他规定, 本公司对此及其后果不负责任, 则货物及货方应在共同海损中与本公司连带分摊可能支付或发生的具有共同海损性质的任何牺牲、损失和费用, 并应支付就货物发生的救助报酬和特殊费用。

- ii. If a saving vessel is owned or operated by the company salvage shall be paid for as fully as if the said salving vessel belonged to strangers

如果救助船舶为本公司所有或由本公司经营, 则救助费犹如该救助船舶系他人所有一样, 应全额支付。

- b. If the company delivers the goods without obtaining security for general average contributions, the merchant, by taking delivery of the goods , undertakes personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contributions as the company shall reasonably require

如果本公司运输的货物没有足够的共同海损保障, 那么货方提货时要事先交付本公司认为足以支付预计货方应缴共同海损摊款数额的备用金和其他担保。

- c. The Company shall be under on obligation to exercised any lien for average contributions due to the merchant

本公司有义务行使其对货方的共同海损摊款的留置权

## 27.Law and Jurisdiction

法律及管辖权

Any claim dispute arising under this bill of lading shall be subject to the exclusive jurisdiction of the courts of Hong Kong SAR in accordance to the laws of Hong Kong

任何针对本提单的诉讼, 只能排他地向香港特别行政区法院起诉, 并排他地适用香港法律。

## 28. REFRGERATED CARGO

冷藏货

- a. The merchant undertakes not to tender for transportation any goods which require refrigeration without previously giving written notice of their nature and particular temperature to be maintained and the case of a refrigerated container packed by or on behalf of the merchant further undertakes that the goods have been properly stowed in the container and

that its thermostatic controls have been adequately set by him before receipt of the goods by the company if the above requirements are not complied with, the company shall not be liable for any loss of damage to the goods howsoever arising

除非货方在货物装运之前以书面通知本公司：所运输货物需要特殊冷藏，以及关于货物性质和所需保持的特定温度及所需尽到的特殊注意事项，且货方保证货物是经由货方本身或其代表人装载下处于妥当状态并已经充分控制好温度的情况下才转交给本公司运输的，否则本公司对因此产生的货物灭失、损害概不负责。

- b. The company shall not be liable for any loss of or damage to the goods arising from defects, derangement, breakdown, stoppages of the refrigeration machinery, plant, insulation and /or any apparatus of the container, vessel, conveyance, and any facilities, provided that the company shall before or at the beginning of the transport exercise due diligence to maintain the refrigerated container in an efficient state

本公司将尽力在运输前或者运输开始时，使冷藏集装箱处于一个良好的运作状态，但是对因运输过程中制冷机械设备的缺陷、紊乱、故障、停止运作，因植物、绝缘体和/或任何集装箱、船只、运输工具的设备的和容器问题而产生的任何货物灭失、损害，概不负责。

## 29 RETURN OF CONTAINERS

### 集装箱的归还

Where containers owned or leased by the company are unpacked at the merchants premises, the merchant is 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 company his servants or agents, within the time prescribed to them. 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 non-return.

凡是由本公司租赁的集装箱，到达收货方所在地并且已经卸货后，收货方应在规定时间内，清洗货柜并归还空集装箱到卸货港或者本公司及其受雇人和代理指定的地点。如果在指定时间内没有归还到位，收货方将承担相应的滞留费、损失和其他费用。

## 30. Insurance

### 保险

The company is NOT responsible for any below circumstances or conditions while customers are making claim with insurance company:

- a. Damages or loss due to refusal claim by insurance company.
- b. Delay of claim by insurance company.
- c. Evidence of refusal claim by insurance company.

本公司不会承担客户向保险公司索偿过程中所产生或引致以下任何一项的：

- a. 保险公司拒绝受理所引致的损失。
- b. 保险公司拒绝/拖延回覆的原因。

c. 保险公司拒绝赔偿的原因或理据。

Received in apparent good order and conditions except as otherwise noted the total number of containers of package or unites enumerated below for transportation from the place of receipt to the place of delivery subject to the terms detailed on the reserve side of this bill of lading. One of the signed original bills of lading must be surrendered duly endorsed in exchange for the goods or delivery order. On presentation of this document (duly endorsed) to the carrier by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding on the merchant) become binding in all respects between the carrier and the holder as though the contract evidenced hereby had been made between them.

In witness whereof, the number of original bills of lading stated below have been signed, one of which being accomplished, the other(s) to be void.

以上所述货物已经收到并且外观良好。除另有规定外，以上所枚举的货柜数量、包装数量及运输单位数量，将通过本提单以及本提单背面的运输条款，由接收地运输到交货地，总数的包装容器，或联合运输，收货地点交付受本提单的储备边详细条款列举如下。一份已签署的正本提单必须背书用以换取货物或交货单。背书后的正本提单持有人或其代理一旦向承运人出示该文件，本合同的条款就对其双方（在不损害任何常用法律或法规前提下，基于本提单上的货物）形成了法律约束力，虽然他们并没有实际签订合同。

特此说明：以下所附的提单已经签署，任何其中一联使用完毕后，其他的将相应无效。