

BDP Transport Inc.

SHIPPER (Principal or Seller-licensee and address)		B/L Number	DATE OF ISSUE	
		EXPORT REFERENCES		
CONSIGNEE (Non-Negotiable unless consigned to order)		FORWARDING AGENT (References)		
		POINT AND COUNTRY OF ORIGIN		
NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address)		TO OBTAIN CARGO, PLEASE CONTACT:		
FEEDER VESSEL	PLACE OF RECEIPT			
INTENDED CARRIER (vessel, voyage, &	PORT OF LOADING			
PORT OF DISCHARGE	PORT OF DELIVERY BY		ORIGINAL	
		DESCRIPTION OF PACKAGES & GOODS PARTICULARS FURNISHED BY SHIPPERS		
MARKS AND NUMBERS	NO of PKGS			GROSS WEIGHT
				MEASUREMENT
CONTAINER NOS.	NUMBER OF PACKAGES	GROSS WEIGHT	VOLUME	SEAL NO.
		CONTAINER TYPE		
<p><small>Limitation on Carrier's Liability/Shipper's Ad Valorem Option. The Carrier shall in no event be or become liable for any loss or damage to or in connection with the transportation of the Goods in an amount exceeding US \$500 per Package or customary freight unit or Container as provided on the reverse side hereof, unless the nature and value of such goods have been declared by the Shipper before shipment and inserted below in this Bill of Lading and the Carrier's ad valorem freight charge paid. Such declaration of value shall not, however, be conclusive on the Carrier for purposes of determining the extent of the Carrier's liability. If the Shipper desires to have a valuation in excess of said US \$500 per Package or customary freight unit or Container or any other applicable limitation, the Shipper must so stipulate such value in this Bill of Lading below and such additional limit will be assumed by the Carrier only upon payment of the Carrier's ad valorem freight charge. Limitation on Carrier's Liability/Shipper's Ad Valorem Option. The Carrier shall in no event be or become liable for any loss or damage to or in connection with the transportation of the Goods in an amount exceeding US \$500 per Package or customary freight unit or Container as provided on the reverse side hereof, unless the nature and value of such goods have been declared by the Shipper before shipment and inserted below in this Bill of Lading and the Carrier's ad valorem freight charge paid. Such declaration of value shall not, however, be conclusive on the Carrier for purposes of determining the extent of the Carrier's liability. If the Shipper desires to have a valuation in excess of said US \$500 per Package or customary freight unit or Container or any other applicable limitation, the Shipper must so stipulate such value in this Bill of Lading below and such additional limit will be assumed by the Carrier only upon payment of the Carrier's ad valorem freight charge.</small></p>				
<p>Declared Cargo Value US \$ _____</p>				
<p>REIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS SUBJECT TO CORRECTIONS</p>				
<p>Received by the Carrier the Goods, Packages or Containers said to be as specified above and in apparent good order and condition unless otherwise stated, to be transported to such places as provided herein and subject to all the terms and conditions appearing on the front and reverse side of this Bill of Lading to which the Shipper agrees by accepting this Bill of Lading. The description and particulars as to the Goods, Packages or Containers and the weight, measure, quantity, condition, contents and value thereof as stated above are furnished by the Shipper, and Carrier shall have no responsibility or liability regarding such information. See paragraph 11 on the reverse side of this Bill of Lading as to overweight Packages and Paragraph 8 as to Dangerous Goods.</p>				
<p>IN WITNESS WHEREOF, <u>3/3</u> original Bills of Lading have been signed if not otherwise stated before, one of which being accomplished, the others, if any, to be void. If required by the Carrier, one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.</p>				
<p>BDP International (Vietnam) Ltd. As Agent For THE CARRIER BDP TRANSPORTATION INC. HO CHI MINH, VIETNAM</p>				
<p>DATE AT _____</p>				
<p>By _____</p>				

BDP TRANSPORT, INC. -- BILL OF LADING -- TERMS AND CONDITIONS

1. **CLAUSE PARAMOUNT:** All carriage under this bill of lading shall be subject to the Hague Rules (as contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, August 1924), the Hague-Visby Rules (as contained in the Protocol of Brussels, February, 1968) or the Hamburg Rules (as contained in the United Nations Convention on Carriage of Goods by Sea, March, 1978), where compulsory, or if there is no such applicable law, in accordance with the Hague-Visby Rules. All carriage under this bill of lading to or from the United States shall be subject to COGSA (Carriage of Goods By Sea Act of the United States). All carriage under this bill of lading to or from Canada shall be subject to COGWA (Carriage of Goods By Water Act of Canada). The applicable law shall govern before the goods are loaded and after they are discharged from the vessel and either the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the Carrier.
2. **DEFINITIONS:** "Ship" means the vessel named in this bill of lading, or any conveyance owned, chartered, or operated by Carrier for the performance of this contract. "Carrier" means BDP Transport, Inc., 510 Walnut Street, Philadelphia, PA 19106, USA, and on whose behalf this bill of lading has been signed. "Merchant" includes the Shipper, Receiver, Consignor, Consignee, Holder of this bill of lading and any person having a present or future interest in the goods or any person acting on behalf of any of the above mentioned persons. "Port-to-Port Shipment" means where the Place of Receipt/Acceptance and where the Place of Delivery are not indicated in the front of this bill of lading or if both the Place of Receipt/Acceptance and the Place of Delivery indicated are the same and the bill of lading does not provide a specification of the Place of Receipt/Acceptance or Place of Delivery in the areas of the nominated ports on the front hereof. "Combined Transport" means any transport that is not only a port-to-port transport. "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Merchant or on its behalf, although the merchant may have furnished a description of the contents of such sealed container on this bill of lading. "Container" includes any container, trailer, transportable tank, lift van, flat pallet, or any similar article of transport used to transport goods. "Goods" means the cargo accepted from the Merchant and includes any container not supplied by or on behalf of the Carrier.
3. **SUBCONTRACTING:** Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every servant or agent or subcontractor of Carrier shall be entitled to the same rights, exemption from liability defenses and immunities to which Carrier is entitled. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants or agents, who shall be deemed to be parties to the contract evidenced in this bill of lading.
4. **ROUTE OF TRANSPORT:** Carrier is entitled to perform the transport in any reasonable manner and by any route including transshipments and may use any means of storage whatsoever. The Ship shall have the liberty to, at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.
5. **HINDRANCES AFFECTING PERFORMANCE:** Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery. If at any time the performance of this contract in the opinion of the Carrier is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind including strike, lockout or other labor unrest, governmental action, war, riots, or social disturbance, loss or quarantine, Carrier has no duty to complete the performance of the contract. Under such circumstances Carrier, whether or not the transport is commenced, may without notice to the Merchant, elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or (b) deliver the goods at the place of delivery. In any event, Carrier shall be entitled to full freight for any goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to in this paragraph.
6. **CARRIER'S LIABILITY:** Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery. The liability of the carrier shall be governed by the following liability system when the place where loss or damage to the goods is known: General Clause (except USA) (a) if it is established that the loss of or damage to the goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in paragraph 1, of this bill of lading; (b) if it is established that the loss of or damage to the goods occurred during land carriage, except in the USA, liability shall be governed by the CMR-Convention (trucking) or CIM-Convention (railways), or by any national transport law mandatorily applicable, or if no such law is applicable, maximum liability shall be as provided in paragraph 7, of this bill of lading; (c) if it is established that the loss of or damage to the goods occurred during air carriage, except in the USA, liability shall be governed by the Convention for Unification of certain Rules relating to International Transportation (Warsaw Convention), or by any national transport law mandatorily applicable, or if no such law is applicable, maximum liability shall be as provided in Paragraph 7, of this bill of lading. USA Clause: (a) if it is established that the loss of or damage to the goods occurred during sea carriage, liability shall be governed by the provisions and limits of COGSA, as provided in Paragraph 7, of this bill of lading; (b) if it is established that the loss of or damage to the goods occurred during land or domestic air carriage in the USA, liability shall be limited as per the USA provision of Paragraph 7, of this bill of lading. When the place where the loss or damage to the goods is not known, the Carrier shall be liable as provided in Paragraph 7, of this bill of lading. Carrier does not undertake that the goods shall be delivered in any particular time and shall not be liable for any direct or indirect losses or consequential damages caused by any delay. If the Carrier should nonetheless be held legally liable for any such direct or indirect losses or consequential damages, such liability shall in no event exceed the freight paid for the transport covered by this bill of lading. Carrier shall not be liable for any loss or damage arising from: (a) an act or omission of Merchant or person acting on behalf of Merchant from whom Carrier took the goods in charge; (b) compliance with the instructions of any person authorized to give them; (c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant; (d) inherent vice of the goods; (e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature, are liable to wastage or damage when not packed or when not properly packed; (f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads; (g) fire, unless caused by actual fault or privity of Carrier; and (h) any cause or event which Carrier could not avoid and the consequences of which could not prevent by the exercise of due diligence. When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against all others, including inland carriers, on account of the losses or damages for which such claims are paid.
7. **COMPENSATION FOR LOSS OR DAMAGE:** General Clause (except USA): Unless the Merchant, with the consent of the Carrier, has declared a higher value for the goods in the space provided on the front of this bill of lading and paid extra freight, per Carrier's tariff, in which case such higher tariff shall be the limit. Carrier's liability shall be limited as follows: (a) if it can be determined where loss or damage occurred, the liability limits provided in the international conventions or national legislation mentioned in Sections 1, and 6, above shall apply; (b) if it cannot be determined where loss or damage occurred or if no legal mandatory rules apply, compensation shall not exceed two Special Drawing Rights (SDR's) of the International Monetary Fund (IMF) per kilogram of gross weight, with a maximum of 1,000 SDR's per bill of lading. USA Clause: Unless otherwise mandated by law, Carrier's liability for loss or damage to goods shall in no case exceed the amount of U.S. \$500 per package or per customary freight unit, unless the Merchant, with the consent of the Carrier, has declared a higher value for the goods in the space provided on the front of this bill of lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Where a container is stuffed by the Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, the Carrier's liability will be limited to U.S. \$500 per container with respect to its contents, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value. In land or domestic air transport the Carrier's liability shall be limited to maximum US \$50 per kilo, with a maximum of \$500 per bill of lading. Carrier shall not be liable for an amount greater than the actual loss to the person entitled to make the claim.
8. **DESCRIPTION OF GOODS:** Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the marks, numbers, quantity and weight, furnished by Merchant are correct and Merchant shall indemnify Carrier against all losses arising from an inaccuracy.
9. **CARRIER'S CONTAINERS:** When goods are not delivered to the Carrier in containers, the Carrier may pack them in any type container with other goods. The Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers during handling by or when in possession or control of the Merchant. Merchant undertakes to return such containers to Carrier within the time provided for in Carrier's applicable tariff, otherwise, Merchant shall pay carrier for the demurrage or detention charges incurred by the containers.
10. **CONTAINERS PACKED BY MERCHANT:** When Carrier receives the goods already packed into containers, this bill of lading is prima facie evidence of the stated number of containers set forth on the face hereof, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers, and Merchant shall indemnify the carrier against any injury, loss, damage, liability or expense incurred by the Carrier that is caused by (a) the manner in which the container has been filled, stuffed, packed or loaded; (b) the unsuitability of the contents for shipment by container; or (c) the unsuitability or defective condition of the container which would have been apparent upon reasonable inspection by the Merchant prior to the time the container was filled, packed, stuffed or loaded. Merchant warrants that the cargo stowage and the seals of the containers are safe and proper and suitable for handling and carriage. Delivery shall be deemed as full and complete when the containers are delivered by the Carrier with their seals intact. Carrier has the right, but is under no obligation, to open and inspect the containers or packages at any time without notice to the Merchant, and expenses resulting from such inspection shall be borne by the Merchant. The Merchant shall inspect containers before using them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.
11. **DAANGEROUS GOODS:** Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In its application, Merchant must describe the goods with reasonable specificity and state the names and addresses of shippers and consignees. The Carrier has absolute discretion to reject such cargo. The Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container as required by law or regulation and shall submit to the Carrier or appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods. Should the goods later become a danger to Carrier, ship, or other cargo, as determined by Carrier, Carrier may dispose of such goods without compensating Merchant, and Merchant shall indemnify Carrier for any loss or expenses arising from such action. Merchant shall indemnify and hold Carrier harmless from all direct and consequential damages whatsoever attributable to or arising out of the transport of hazardous or restricted articles.
12. **DECK CARGO AND CONTAINERIZATION:** Merchant and Carrier agree that Carrier has the right to carry the goods in any container under deck or on deck without notice to the Merchant, and such stowage shall not be considered a deviation. Carrier is not required to note "on deck stowage" on the face of this bill of lading. When it is common practice in a particular trade, or if the cargo is stored in containers, Merchant and Carrier agree that the Carrier is entitled to carry the goods on deck. Any goods so carried shall constitute under deck stowage for all purposes including the General Average, COGSA, COGWA, Hague, Hague-Visby and Hamburg Rules. Except as otherwise provided by any applicable law, if this bill of lading states that the cargo is carried on deck, then the Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.
13. **HEAVY LIFT AND OVERWEIGHT CONTAINERS:** Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and legibly marked on the outside of the packages in letters and figures not less than two inches high. If Merchant fails to comply, Carrier shall not be liable for any loss of or damage to the goods, persons or property resulting from such failure. Merchant agrees to comply with all laws or regulations applicable to overweight containers during the carriage. Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with this section.
14. **DELIVERY:** Carrier shall have the right to deliver the goods, or part thereof, at any time at any port or place (whether or not named on the face hereof) and store the goods at such port or place at the sole risk and expense of the Merchant. Any mention on the face of this bill of lading of parties to be notified of the arrival of the goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder. The Carrier's responsibility shall cease upon delivery in accordance with the custom and usage of the port of discharge. If, after discharge and notice, the goods should remain in Carrier's custody after the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant, and at Carrier's option, may be stored in the open or under cover at the Merchant's expense. Should the goods remain undelivered after a reasonable time, or whenever in the Carrier's opinion they become deteriorated, decayed or worthless, the Carrier, at its sole discretion and subject to its lien without any responsibility attaching to it, sell, abandon, or otherwise dispose of the goods at the sole risk and expense of the Merchant. The Carrier may receive goods in less than full container load amounts, and may, in its sole discretion, repack, transport, and deliver the goods as Full Container Loads. In such instance, the Carrier shall not be liable to Merchant for any damages or costs attributable to such action or any revenues or contributions received.
15. **NOTICE OF CLAIM AND TIME BAR:** Written notice of claim for loss of or damage to the goods occurring or presumed to have occurred while in the custody or control of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by the Carrier. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought in the United States District Court for the District of Pennsylvania within nine (9) months after delivery of the goods, or the date when the goods should have been delivered, unless such time bar is contrary to any compulsorily applicable international convention or law which shall apply. The time bar for overcharge claims shall be the shorter of that set forth in Carrier's tariff or thirty-six (36) months and of legal effect under the laws of the country having jurisdiction over this contract.
16. **FREIGHT AND CHARGES:** Freight may be calculated on the basis of the particulars of the goods furnished by Merchant. In case Merchant's particulars are found to be erroneous and additional freight payable, the Merchant and the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Quotations as to fees, rates of duties, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall under any circumstances be binding upon Carrier unless the Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate. Freight and charges shall be deemed fully earned on receipt of goods by Carrier and shall be paid and non-returnable in any event whether the freight be intended to be prepaid or collected at destination. Payment shall be in full and in cash in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 12% shall run from the date when freight and charges are due. If the services of a freight forwarder are used for this transportation those services shall be deemed to be performed as agent of Merchant and payment of freight to the freight forwarder is not payment to Carrier. Full freight shall be paid on damaged or unsound goods. In any referral for collection or action against the Merchant for monies due to Carrier upon recovery by the Carrier the Merchant shall pay the expenses of collection and litigation including reasonable attorneys fees. Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees levied on the goods and Merchant agrees to reimburse Carrier for any and all advances made by Carrier in Carrier's own discretion. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. All persons encompassed within the definition "Merchant" as provided in Section 2 of this Bill of Lading shall jointly and severally be liable to Carrier for the payment of all freight and charges, including advances. All persons encompassed within the definition of "Merchant" as provided in Section 2 of this Bill of Lading shall jointly and severally indemnify the Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon the Carrier by reason of breach of the Merchant of any of the provisions of this Bill of Lading or any statutory or regulatory requirements.
17. **LIEN:** The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant in its possession, custody or control or on route for all claims or charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant including all charges applicable to port shipments and general average contributions and if such claim remains unsatisfied for 30 days after demand for its payment is made the Carrier may sell at public auction or private sale upon 10 days written notice, registered mail to the Merchant the goods wares and/or merchandise or so much as may be necessary to satisfy such lien.
18. **LAW AND JURISDICTION:** This bill of lading shall be construed according to the laws of the United States and the State of Pennsylvania and the Merchant agrees that any suits against the carrier shall be brought in the United States District Court for the Eastern District of Pennsylvania. The terms of this bill of lading shall be separable, and if any part or term is held invalid, such holding shall not affect the validity of any other part or term hereof. Carrier reserves the right to bring suit against the Merchant at Merchant's domicile.
19. **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 1974 this covering all goods whether carried on or under deck. The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection. Such security, including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be submitted to the Carrier prior to the delivery of the goods.
20. **BOTH-BLAME COLLISION CLAUSE:** If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects are at fault with respect to a collision or contact.
21. **CARRIER'S TARIFFS:** The goods carried under this bill of lading are also subject to all the terms and conditions of tariffs on file with the Federal Maritime Commission, or any other regulatory agency which governs a particular portion of the carriage, and the terms are incorporated herein as part of the terms and conditions of this bill of lading. Copies of Carrier's tariffs may be obtained from Carrier or its agents upon request.
22. **PERISHABLE CARGO:** Goods of a perishable nature shall be carried in ordinary containers without special protection services or other measures unless there is noted on the reverse side of this bill of lading that the goods will be carried in a refrigerated, heated, electrically ventilated, or otherwise, specially equipped container or are to receive special attention in any way. The Merchant undertakes not to tender for transportation any goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostat controls before receipt of the goods by the Carrier. In case of refrigerated containers packed by or on behalf of the Merchant, the Merchant undertakes that the goods have been properly stowed in the container and that the thermostat controls have been adequately set before receipt of the goods by the Carrier. The Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the goods whatsoever. Carrier shall not be held liable for damage or loss to goods from defects, faults, break down, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the container used to transport the goods not owned by the Carrier.
23. **VARIATION OF THE CONTRACT:** No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by the Carrier.

A FULL SIZE PRINTED VERSION IS OBTAINABLE FROM THE CARRIER UPON REQUEST.

All business transactions are subject to the BDP International Terms and Conditions available on [BDP's website](#).