

Shipper
DEMO CSIN-CSUN KÍNAI GYÁRTÓ VÁLLALAT
 CN- 361006 XIAMEN
 5G, Guangxia Building, Giogu High-Tech Zone
 PHONE: 342343254323
 EMAIL:

HBL-000001

NEGOTIABLE FIATA
MULTIMODAL TRANSPORT
ORIGINAL BILL OF LADING
 issued subject to UNCTAD/ICC rules for
 Multimodal Transport Documents (ICC Publication 481)

Consignee
DEMO BOLTHÁLÓZAT ZRT. - KÖZPONT
 HU- 4075 Görbeháza
 Arany János utca 7
 PHONE: 52/555-936
 EMAIL: kozpont@demobolt.hu

Notify address
DEMO BOLTHÁLÓZAT 112. SZ. ÜZLET
 HU- 4060 Balmazújváros
 Munkácsy Mihály utca 10
 PHONE: 52/569-112
 EMAIL: 112@demobolt.hu

Voyage # **VOYAGENR #** Place of receipt **CN XIAMEN**

Ocean vessel **Nagy Tengeri Konténerszállító** Port of loading **XIAMEN**

Port of discharge **KOPER** Place of delivery **HU Görbeháza**



Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
			KGS	CBM
CONTAINER/SEAL NO.:				
MAEU4673603 / 11223344	700 colli	Normál ker áru	200,00	4,20
			200,00	4,20

SHIPPING MARKS:

ON BOARD

OCEAN FREIGHT COLLECT/PREPAID
 Shipper's load, count, stowage and seal

AS CARRIER


Declaration of interest of the shipper
 in timely delivery (Clause 6.2)

according to the declaration of the shipper

Declared value for ad valorem rate according to
 the declaration of the shipper (Clauses 7 and 8)

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.

Taken in charge in apparent good order and condition, unless otherwise noted herein at the place of receipt for transport and delivery as mentioned above. One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In witness whereof the original Multimodal Transport Bills of Lading of this tenor and date have been signed in the number stated below, one of which being accomplished the other(s) to be void.

Freight amount	Freight payable at DESTINATION/ORIGIN	Place and date of issue BUDAPEST, 27.11.2018
Cargo insurance through the undersigned Not covered Covered according to attached Policy	Number of Original FBL's THREE (3)	Stamp and signature
For delivery of goods please apply to: DEMO BOLTHÁLÓZAT ZRT. - KÖZPONT TEL: 52/555-936 E-MAIL: kozpont@demobolt.hu		

AS CARRIER

OPTIONAL TRANSPORT BILL OF LADING

LARGE PRINT VERSION AVAILABLE ON REQUEST

1. DEFINITIONS

"Carriage" means the whole or any part of the carriage, loading, unloading, stow, stow, warehousing, handling and any other services whatsoever undertaken by the Carrier in respect of the Goods covered by this bill of lading.

"Carrier" means the company stated on the reverse side hereof as being the Carrier and on whose behalf this Bill of Lading has been signed.

"Container" includes any vessel, whether open or closed, whether flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and includes any charges payable to a third party.

"Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February 1968, but only if such amendments are compulsorily applicable to this bill of lading. (It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the said Rules as amended by said Protocol).

"Holder" means any Person for the time being in lawful possession of this bill of lading to or in whose right, sole and/or liability under this bill of lading is issued.

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this bill of lading and anyone acting on behalf of such Person.

"Multimodal Transporter" arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof as being different.

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the reverse hereof as packed in such Container and entered in the box on the reverse side hereof entitled "Total No. of Containers or Packages received by Carrier" are each deemed a Package.

"Person" includes an individual, corporation, or other legal entity.

"Port-to-Port Shipment" arises if the Carriage is not Multimodal Transporter.

"SDR" means a special drawing right as defined by the International Monetary Fund.

"Subcontractor" includes owners, charterers and operators of vessels whether they be the Carrier, stevedores, terminal operators, operators, road, rail and air transport operators, warehousemen and any independent contractors employed by the Carrier performing the Carriage and any direct or indirect subcontractors, servants and agents thereof whether in or out of contract, primary or not.

"Terms and Conditions" means the terms, conditions, definitions, provisions, exceptions, limitations and liberties hereof.

"US COGSA" means the US Carriage of Goods by Sea Act 1924.

"Vessel" means any water borne craft used on an ocean vessel.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Copies of the applicable Tariff are obtainable from the Carrier. The Carrier reserves the right to amend its Tariff and this bill of lading and the applicable Tariff. This bill of lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the Terms and Conditions hereof it is, the Merchant, its servants and agents, its subcontractors, its owners or entitled to possession of the Goods and this bill of lading.

4. SUBCONTRACTING

4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

4.2 The Merchant undertakes to indemnify the Carrier, whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier, which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in respect of the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person, and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, the Carrier, its servants, agents and Subcontractor shall have the benefit of all Terms and Conditions of whatever nature herein contained or otherwise benefiting the Carrier including clause 2 hereof the law and jurisdiction clause, as if such Terms and Conditions included the provisions of every right, defence, term or benefit and, in entering into this contract, the Carrier and the extent of such Terms and Conditions, does so on its own behalf, and also as agent and trustee for such servants, agents and Subcontractors.

5. CARRIER'S RESPONSIBILITY - PORT-TO-PORT SHIPMENT

5.1 Where the Carriage is Port-to-Port Shipment (if the Carriage for loss of or damage to the Goods occurring between the time of loading of the Port of Loading and the time of discharge at the Port of Discharge shall be determined in accordance with any national law or any applicable compulsory law of the United States of America (which will be US COGSA for shipments to or from the United States of America) or in any other case in accordance with the Hague Rules Articles 1-8 inclusive only.

5.2 The Carrier shall be liable for no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, however caused. Notwithstanding the above, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall be liable for any loss or damage, whether by limitation or liability in the Hague Rules as applied by clause 5.1 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

5.3 Where US COGSA applies then the provisions stated in the said Act shall govern before loading or after discharge, as the case may be, during Carriage to or from a container yard or container freight station or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge. If the Carrier is requested by the Merchant to load or unload the Goods by means of a Container or other equipment and the inland carrier in his discretion agrees to do so, such carriage shall be procured by the Carrier as agent only to the Merchant and such carriage shall be subject to the inland carrier's contract and tariff. If for any reason the Carrier is deemed the right to act as these times, his liability for loss or damage to the Goods shall be determined in accordance with clause 6 hereof.

5.4 In the event that the Merchant requests the Carrier to deliver the Goods:

- (a) at a port other than the Port of Discharge; or (b) save in the United States of America) at a place of delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Terms and Conditions of this bill of lading shall apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this bill of lading as the Port of Discharge or Place of Delivery.

CARRIER'S RESPONSIBILITY - MULTIMODAL TRANSPORT

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt to the Port of Loading, wherever it is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided for in this bill of lading, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

- 6.1** Where the stage of Carriage where loss or damage occurred is not known:
 - (a) Exclusions
 - (b) The Carrier shall be relieved of liability for any loss or damage which such loss or damage was caused by:
 - (i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Subcontractor;
 - (ii) any compliance with instructions of any Person entitled to give them;
 - (iii) any fire or defective condition of packing or marks;
 - (iv) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;
 - (v) inherent vice of the Goods;
 - (vi) strike, lock out, stoppage or restraint of labour, from whatever cause, whether or not general, and any consequences thereof;
 - (vii) a nuclear incident;
 - (viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable care and diligence.
- (b) Burden of Proof

The burden of proof that the loss or damage was due to one or more of the causes or events specified in this clause 6.1 shall rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the case, the loss or damage was due to one or more of the causes or events specified in clause 6.1(a) (iii), (iv), (v), (vi), (vii) or (viii), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(c) Limitation of Liability

Except as provided in clauses 7.2(a), (b) or 7.3, clause 6.1 operates, total compensation shall under no circumstances whatsoever and howsoever arising exceed USD 500 per package or unit, unless the Carriage, to or from a through or part of the United States of America and in all other cases 2 SDRs per kilo of the gross weight of the Goods lost or damaged.

6.2 Where the stage of Carriage where loss or damage occurred is known. Notwithstanding anything provided for in clause 6.1, subject to clause 18, the liability of the Carrier in respect of such loss or damage shall be determined:

- (a) by the provisions contained in any international convention or national law which provides:
 - (i) cannot be departed from by private contract to the detriment of the Merchant; and
 - (ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage

during which the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply; or

(b) in case of shipments to or from the United States of America by the provisions of US COGSA if the loss or damage is known to have occurred during Carriage to or from a container yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading or of Discharge in ports of the USA; or

(c) by the Hague Rules Articles 1-8 only inclusive where the provisions of clauses 6.2(a) or (b) do not apply if the loss or damage is known to have occurred during Carriage by sea; or

(d) if the loss or damage is known to have occurred during Carriage inland in that it was caused by the contact of carriage or tariff of any inland carrier to or from the USA or during Carriage to or from a container yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading or of Discharge in ports of the USA; or

(e) in either case the law of the State of New York will apply; or

(f) where the provisions of clause 6.2(a), (b), (c) and/or (d) above do not apply in accordance with the provisions of clause 6.1, the law of the country in whose custody the loss or damage occurred or in the absence of such contract or tariff by the provisions of clause 6.1.

6.3 If the Place of Receipt or Place of Delivery is not named on the reverse hereof the Carrier shall be under no liability whatsoever for loss or damage to the Goods whatsoever occurred:

(a) if the Place of Receipt is not named on the reverse hereof and such loss or damage arises prior to loading on to the vessel; or

(b) if the Place of Delivery is not named on the reverse hereof, if such loss or damage arises subsequent to discharge from the vessel, save that where US COGSA applies then the provisions of clause 6.1 shall govern in before loading on to and after discharge from any vessel and during Carriage to or from a container yard or container freight station or in immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

6.4 Amendment of Place of Delivery

In the event that the Merchant requests, and the Carrier agrees to amend the Place of Delivery, such amended Carriage will be taken on the basis that the Terms and Conditions of this bill of lading shall apply until the Goods are delivered to the Merchant at such amended Place of Delivery.

7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject to clause 6.2, the Carrier shall be liable for no liability provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus Freight and insurance in fact. If there is no invoice value available, any such invoice value, not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and quality.

7.2 Save as is provided in clause 7.3:

(a) Where the Hague Rules apply hereunder by national law by virtue of clause 5.1 or clause 6.2(a) the Carrier's liability shall in no event exceed the amount provided in clause 6.2(a) and (b) of the Hague Rules Articles 1-8 only pursuant to clauses 5.1 or 6.2(c) of the Carrier's maximum liability shall in no event exceed GBP 100 per Package or unit.

(b) Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSA applies by virtue of clause 5.1 or 6.2(b) neither the Carrier nor the Vessel shall in any event be or become liable for an amount exceeding USD 500 per Package or customary freight unit.

(c) If the Merchant's compensation shall not exceed the limitation of liability of 2 SDRs per kilo of the gross weight of the Goods lost or damaged.

7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this bill of lading may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated in the box marked "Shipper Declared Value" on the invoice or other document provided for that purpose. In that case, the amount of the declared value shall be substituted for the limits laid down in this bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.4 Nothing in this bill of lading shall operate to deprive or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying ship or vessel.

8. THE MERCHANT'S OBLIGATIONS

8.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery or at any particular time or place, or that the Merchant will obtain any licence, permission, sale, contract, or credit of the Merchant or any market or use of the Goods and the Carrier shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage whatsoever, whether by limitation or otherwise, nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the Carriage.

8.2 Save as is otherwise provided herein, the Carrier shall under no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

8.3 Once the Goods have been received by the Carrier for Carriage the Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this bill of lading nor to instruct or require delivery of the Goods at other than the Port of Discharge or Place of Delivery named on the reverse hereof or to such other Port or Place of Delivery as the Carrier may in the exercise of the liberties herein, for any reason whatsoever including but not limited to the exercise of any right of stoppage in transit conferred by the Merchant's contract of sale or otherwise. The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damages, costs, delay, attorney fees and or expenses caused to the Carrier, his Subcontractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any stoppage (whether temporary or permanent) in the Carriage of the Goods or in the exercise of the liberties herein, or in consequence of any breach by the Merchant of this clause, or in consequence of any dispute whatsoever in respect of the Goods (including, but without restriction, disputes as to ownership, title, quality, quantity or description of and/or payment for the Goods) involving any one or more of the parties to this bill of lading, or between themselves or with any third party other than the Carrier and the liberties provided for in clauses 19 and 20 shall be available to the Carrier in the event of any such stoppage.

8.4 The Terms and Conditions of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

9. NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse hereof) before or at the time of removal of the Goods into the custody of the Merchant or of the Carrier, or if the loss or damage occurs within three days thereafter, then such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this bill of lading. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless such notice is brought within nine months after their delivery or the date when they should have been delivered.

10. DEFENCES AND LIMITS FOR THE CARRIER

The Terms and Conditions of whatever nature provided for in this bill of lading shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring during, and without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this bill of lading) and whether the action be founded in contract or in tort, or whether the loss or damage arose as a result of unseaworthiness, negligence or fundamental breach of contract.

11. SHIPPER-PACKED CONTAINERS

11.1 This bill of lading shall be a receipt only for such a Container.

11.2 The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss or damage to the contents of the Container or any injury, loss, damage or liability or expense has been caused by any matters beyond his exclusion, inter alia, without prejudice to the generality of this exclusion, (a) the manner in which the Container has been packed, or (b) the unsuitability of the Container for the Carriage; or (c) the unsuitability or defective condition of the Container or the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition of the Container was apparent upon reasonable inspection by the Merchant at or prior to the time the Container was packed.

11.3 The Merchant is responsible for the packing and sealing of all shipper-packed Containers used, if a shipper-packed Container is used, the Merchant shall be responsible for the packing and sealing of the Container, and the Carrier shall not be liable for any short of Goods ascertained at delivery.

11.4 The Shipper shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

12. PERISHABLE CARGO

12.1 Goods, including 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 to receive special attention in any way. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialised attention in respect of their nature and the Carrier shall be required to maintain the temperature or other setting of the thermostatic, ventilation or other special controls to the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods whatsoever.

12.2 The Merchant should note that refrigerated Containers are not designed to be freeze down cargo which has not been presented for stuffing at or below its designed carrying temperature and the Carrier shall not be responsible for the loss or damage to such cargo being presented at a higher temperature than that required for the Carriage; nor

(b) to monitor and control humidity levels, albeit a setting facility exists, in that humidity is influenced by many external factors and the Carrier does not guarantee maintenance of any intended level of humidity inside any Container.

12.3 The term "apparent good order and condition" when used in this bill of lading with reference to goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods, when received were handled by the Carrier as being at the carrying temperature, humidity level or other condition designated by the Merchant.

12.4 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Container, vessel, container and any other facilities, provided that the Carrier shall be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the machinery, plant, insulation and/or apparatus of the Container, vessel, container and any other facilities, provided that the Carrier shall be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the machinery, plant, insulation and/or apparatus of the Container, vessel, container and any other facilities, provided that the Carrier shall be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage 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