How to Read a Bill of Lading

Anthony J. Pruzinsky
Hill Rivkins & Hayden LLP
45 Broadway – Suite 1500
New York, NY 10006
This cargo is covered by an Ocean Bill of Lading, and it’s not going to be delivered today.
Same story here...
...and, of course, here!
Time to Look at the Bill of Lading
Tanker B/L

Carrier issued on or dehavachment of the Vessel... of carrier is not named behinds, hence Carrier is to return or dehavachment of the Vessel.

Tanker Parts/Accessories:

Port of Loading:

Port of Discharge: (For no rare reasons the Vessel can not get always offload CALL AOG, PBR)...

“FREIGHT PAYABLE AS PER CHARTER PARTY”

This shipment is marked pursuant to CPCGA (subject to above) all the terms, clauses, conditions, disclaimers and exceptions... in accordance with the provisions of the B/L. The Carrier shall be reimbursed for such damage.

This shipment is marked pursuant to CPCGA... in accordance with the provisions of the B/L. The Carrier shall be reimbursed for such damage.

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The Bill of Lading is a …

- Document of Title
- Transportation Contract
- Receipt for Transit
Liner

Bills of Lading
Typical Liner Service Bill
Liner Bill Questions

- Port-to-Port or Multimodal?
- How Many Packages?
- Who Signed it?
- Is There a Service Contract?
<table>
<thead>
<tr>
<th>Pre-Carriage by</th>
<th>Place of Receipt</th>
<th>Taz</th>
<th>Onward Inland Routing</th>
<th>Final Destination (For the Merchant’s Ref.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EASILINE TIANJIN V.192</td>
<td>XINGANG, CHINA</td>
<td>TZ.0082838</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HYUNDAI PIONEER</td>
<td>XINGANG, CHINA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOS ANGELES, CA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PARTICULARS FURNISHED BY SHIPPER**
<table>
<thead>
<tr>
<th>Container No. / Seal No.</th>
<th>No. Of Containers or Other Pkgs</th>
<th>Description of packages and Goods</th>
<th>Gross Weight</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/M</td>
<td>&quot;SHIPPER'S LOAD, COUNT &amp; SEAL&quot;</td>
<td>929PIECES</td>
<td>KGS</td>
<td>CBM</td>
</tr>
<tr>
<td></td>
<td>NEW TYRE</td>
<td></td>
<td>10,928.4000</td>
<td>70.0000</td>
</tr>
<tr>
<td></td>
<td>THIS SHIPMENT CONTAINS NO SOLID WOODEN PACKING MATERIALS.</td>
<td></td>
<td>GLD00652862/HD441832 DC 4H</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CY/DOOR FREIGHT PPAID</td>
<td></td>
<td>ONE(1) CONTAINER ONLY</td>
<td></td>
</tr>
</tbody>
</table>

**Particulars Furnished by Shipper**

**Declared Value (Optional)**: US$

**Limited Liability Clause**

The shipper, owner, consignee of the goods, and the holder of the Bill of Lading expressly accept and agree to all obligations, exceptions and conditions, whether written, stamped or printed, as fully and signed by each shipper, owner, consignee and/or Holder. No agent is authorized to waive any of the provisions of this clause.

In Witness Whereof, the master or agent of the said ship has affixed to this Bill of Lading, all of this tenor and date. ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND READY.

Applicable only when this document is used as an inter-branch transport Bill of Lading.

By

Hill Rivkins & Hayden, LLP
Expeditors International Ocean

<table>
<thead>
<tr>
<th>SHIPPER</th>
<th>SHIPPERS I.D. BOX</th>
<th>BOOKING NUMBER</th>
<th>S/L NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
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<table>
<thead>
<tr>
<th>CONSIGNEE</th>
<th>CONSIGNING AGENT REFERENCES</th>
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<table>
<thead>
<tr>
<th>POINT OF ORIGIN</th>
<th>POINT OF DESTINATION</th>
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<table>
<thead>
<tr>
<th>PARTIAL</th>
<th>NA</th>
<th>NA</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>INITIAL CARRIAGE</th>
<th>PLACE OF RECEIPT</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>EXPORT CARRIER</th>
<th>PORT OF LOADING</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>PORT OF DISCHARGE</th>
<th>PLACE OF DELIVERY</th>
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</table>

**NOT NEGOTIABLE**

<table>
<thead>
<tr>
<th>SHIPPERS DECLARED VALUE, $</th>
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<table>
<thead>
<tr>
<th>BILLOF LADING TO BE RELEASED OF</th>
<th>BILL OF LADING TO BE RELEASED OF</th>
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</table>

**DATE**

For Expeditors International Ocean

<table>
<thead>
<tr>
<th>DECLARED VALUE CHARGES</th>
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<td></td>
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</tbody>
</table>

**DATE**

12

Hill Rivkins & Hayden, LLP
You’re Lost Without a Back
Himalaya Clause

- **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 that no claim or allegation 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 connection with 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 every such servant, agent, and Subcontractor shall have the benefit of all Terms and Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier including clause 26 hereof, the law and jurisdiction clause, as if such Terms and Conditions (including clause 26 hereof) were expressly for their benefit and, in entering into this contract, the Carrier, to 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.
  - **4.3** The provisions of the second sentence of clause 4.2 including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.
  - **4.4** The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the Terms and Conditions of this bill of lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.
Port-to-Port Doesn’t Mean It Will Get There *(What to Do)*
Port-to-Port

5. Carrier's Responsibility: Port-to-Port Shipment

5.1 Where the Carriage is Port-to-Port, then the liability (if any) of the Carrier for loss of or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Discharge shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to this bill of lading (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 have no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the above, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defense, limitation and liberty 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 on the vessel or after discharge there from, as the case may be, during Carriage to or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge. If the Carrier is requested by the Merchant to procure Carriage by an inland carrier in the United States of America 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 denied the right to act as agent at these times, his liability for loss damage or delay 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 are to 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.
Intermodal/Multimodal

6. 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 or the Port of Loading, whichever 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
The Carrier shall be relieved of liability for any loss or damage where 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) compliance with instructions of any Person entitled to give them,
(iii) insufficient 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 labor, from whatever cause, whether partial or general,
(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 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 could be attributed to one or more of the causes or events specified in clause 6.1(a)(iii), (iv) or (v), 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, if clause 6.1 operates, total compensation shall under no circumstances whatsoever and howsoever arising exceed USD 500 per package where Carriage includes Carriage to, from or through a port in the United States of America and in all other cases 2 SDR per kilo of the gross weight of the Goods lost or damaged.
Intermodal/Multimodal (cont’d.)

6.2 Where the stage of Carriage where the loss or damage occurred is known. Notwithstanding anything provided for in clause 6.1 and 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 provisions:
(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 by sea to or from the USA or during Carriage to or from a container yard or container freight station in or 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 the USA, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or, in the absence of such contract or tariff by the provisions of Clause 6.1, and in either case the law of the State of New York will apply; or
(e) where the provisions of clause 6.2(a), (b), (c) and/or (d) above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or in the absence of such contract or tariff by the provisions of clause 6.1. For the purposes of clause 6.2 references in the Hague Rules to carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.
Limitation of Liability


7.1 Subject always to the Carrier’s right to limit liability as 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 if paid. If there is no invoice value of the Goods or if any such invoice is 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/or 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 amounts provided in the applicable national law. If the Hague Rules Article 1-8 only apply pursuant to clauses 5.1 or 6(c) 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 clauses 5.1 or 6.2(b) neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding US$500 per Package or customary freight unit.

(c) In all other cases compensation shall not exceed the limitation of liability of 2 SDR per kilo as provided in clause 6.1(c).
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 if the loss or damage is not apparent within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this bill of lading. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date when they should have been delivered.
GA/Salvage:
Get Your Guarantees Out!
24. General Average and Salvage

24.1 General average to be adjusted at any port or place at the Carrier’s option and to be settled according to the York-Antwerp Rules 1994, this covering all Goods carried on or under deck. General average on a vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that vessel.

24.2 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 delivery of the Goods. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

24.3 If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship belonged to strangers.
Law & Jurisdiction

[Image of a signpost with various city names and distances]
26. Law and Jurisdiction

Whenever clause 6.2(d) and/or whenever US COGSA applies, whether by virtue of Carriage of the Goods to or from the United States of America or otherwise, that stage of the Carriage is to be governed by United States law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to hear all disputes in respect thereof. In all other cases, this bill of lading shall be governed by and construed in accordance with English law and all disputes arising hereunder shall be determined by the English High Court of Justice in London to the exclusion of the jurisdiction of the courts of another country.

OR

Governing Law and Jurisdiction (“K” Line)
The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law except as may be otherwise provided for herein, and any action thereunder or in connection with Carriage of Goods shall be brought before the Tokyo District Court in Japan, to whose jurisdiction Merchant irrevocably consents.
Which Way Did He Go?
Law & Jurisdiction (cont’d.)

- Is it Mandatory?
- Are Statutory Rights Protected?
Charter Party

*Bills of Lading*
Charter Party Bill of Lading (Congenbill)
Tanker Bill of Lading

BILL OF LADING

CODE NAME: "INTANKBILL 78"

(a) Particulars of Ship

NAME: "INTANKBILL 78"

OWNER: Hill Rivkins & Hayden, LLP

SHIPPERS: E. W. Haid, Lloyds Agents to your Company Owners

(b) particulars of goods

COMMODITY: Crude Oil

QUANTITY: 1,200,000 BBL

UNIT: BBL

(c) Shippers

E. W. Haid

(d) Named Carrier

Hill Rivkins & Hayden, LLP

(e) Port of Loading

LONDON, 30 AUG 1994

(f) Port of Discharge

NEW YORK, 27 DEC 1994

(g) Insurer

The Western Union

(h) Signature

[Signature]

(i) Quantity of Goods

1,200,000 BBL

Bill of Lading

Hill Rivkins & Hayden, LLP

TANKER BILL OF LADING

Hill Rivkins & Hayden, LLP

30 Hill Rivkins & Hayden, LLP
Charter Party

Bills of Lading

- Who Is Holding The Document?
  - Receipt?
  - Negotiable Document of Title?

- Are Hague Rules Incorporated?

- Is Charter Party Incorporated?

- Suit or Arbitration? Where?
Back of a Typical Charter B/L (Congenbill)
Overland

*Bills of Lading*
Typical Motor Carrier Bill
Overland Bill of lading Inquiries

- Check the Tariff or Published Terms
- Check the Classification
- Find the Limitation
- Numerous Venues for Suit Unless Restricted in Lading/Tariff/Terms