

XXX XXXXXXXX

Shipper's Name and Address		Shipper's AccountNumber		Not Negotiable		AirWaybill Number					
				Air Waybill							
				Issued by							
				Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity							
Consignee's Name and Address		Consignee's Account Number		It is agreed that the goods described are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.							
Issuing Carrier's Agent Name and Address				Accounting Information							
Agent's IATA Code				Account No.							
								FREIGHT COLLECT			
Airport of Departure(Addr. Of First Carrier) and RequestedRouting				Reference Number							
Optional Shipping Information											
to	By First Carrier	Routing and Destination	to	by	to	by	Currency	WT/VAL	Other	DeclaredValueforCarriage	Declared ValueforCustoms
								X	X	N.V.D	N.C.V
Airport of Destination		Flight/date\ForCarrierUseOnly/ Flightdate		AmountofInsurance		INSURANCE-If Carrier offersinsurance, and such insurance is requested in accordance with the conditions thereof indicate amount to be insured in figures in box marked Amount of Insurance					
X X X											
Handling Information											
INFORM COSIGNEE IMMEDIATELY UPON ARRIVAL DOCUMENTS ATTACHED TO AIRWAYBILL.											
No.of Pieces RCP	Gross Weight	kg lb	Rate Class Commodity Item No.	Chargeable Weight	Rate Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)				
		K	Q		AS ARRANGED	AS ARRANGED	INVOICE NO.:				
Prepaid		Weight charge		Collect	Other Charges						
AS ARRANGED											
Valuation Charge											
Tax											
TotalOther Charges Due Agent					Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.						
AS ARRANGED											
TotalOther Charges Due Carrier											
Total Prepaid		Total Collect		Signature of Shipper or his Agent							
AS ARRANGED											
Currency Conversion Rates		CC Charges in Dest. Currency		Executed on(Date) at (Place) Signature of Issuing Carrier or its Agent							
For Carrier's Use only at Destination		Charges at Destination		Total Collect Charges		Air Waybill Number					

ORIGINAL 3 (FOR SHIPPER)

SHIPPING COMPANY

TERMS AND CONDITIONS OF CARRIAGE

1.Definition

Carrier mean the party on whose behalf this Bill of Lading has been signed “Merchant” includes the chatterer, the shipper, the receiver, the consignee, the holder of this Bill of Lading and the owner of the goods. “Ship” includes any vessel owned, chartered or operated by the carrier used in the performance of the contract evidenced by this Bill of Lading carriage includes the river part of route, if any.

2.Paramount clause

This Bill of Lading shall have effect subject to the Vietnamese maritime code approved by the National assembly of the socialist republic of Vietnam on 30th June,1990 and any amendment and modification there of however, in case this Bill of lading is issued in the country where the National law requires that the contract evidenced by this Bill of Lading shall take effect subject to the International. Convention for the Unifications of certain rules relating to Bills of Lading signed at Brussels on 25th August 1924 (the Hague rules arteries I to VIII) or Hague rules shall compulsorily apply to the contract evidenced by this Bill of Lading. Neither the Hague rules nor the Hague/Visby rules shall apply to this contract where the goods carried Hereunder consist of live animals or cargo which by this contract is stated as being carried on deck and is so carried.

Nothing Herein contained shall operate to limit or deprive the carrier of any statutory protection from or limitation of liability afforded to the carrier by laws or regulations of any country.

For the River part of route which is not considered by virtue of status as navigable areas, the carrier’s liability and immunity will be governed by any law or regulation’s applicable to the carriage of goods by river of the country or territories where aforesaid river part of route passes, but in any case the carrier’s liability is limited as fixed in the code or law mentioned in (A) and (B).

3.Jurisdiction

Any dispute arising under this Bill of Lading shall be to the court or arbitration in Vietnam in accordance with the rules of procedure of the said court or arbitration and the Vietnamese maritime code 1990 shall apply except as otherwise provided elsewhere herein.

4.Period of Responsibility

Goods in the custody of the Carrier or his Agents or servants before loading and after discharge, whether being forwarder to or from the vessel or whether awaiting shipment, landed or stored, or put into hulk or craft belonging to the Carrier or not, or pending transshipment at any stage of the whole transport, are in such custody at the sole risk and expense of the Merchant and thus the Carrier has no responsibility whatsoever for the goods prior to the loading on and subsequent to the discharge from the vessel.

5.The Scope of Voyage

The Contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary thereto , or depart from the direct to customary route. The vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at any port or ports whether scheduled or not, and may call the same port more than once: may, either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, dry-dock, go on ways or to repair yards, shift berths, under go degaussing, wiping our similar measure, take fuel or stores, land stowaways, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and all of the forgoing are included in the contract voyage.

6.Substitution of Vessel, Transshipment and Forwarding.

The Carrier has the right, but no obligation, to carry the goods to their destination by any other vessel or vessels, either belonging to the Carrier or not, than the vessel named herein, or by land or air transport, proceeding either directly or indirectly, and may carry the goods or part of them beyond their destination and may transship, land and store the goods either on shore or afloat and reship or forward the same at Carrier’s expense but at Merchant’s risk, also may convey the goods in lighters to and from the vessel at Merchant’s risk. In all cases of transshipment, forwarding, reshipment or storage, the Carrier acts as agent for the Merchant only, and in authorized to accept the terms of any warehouseman or carrier, even although less favorable to the Merchant than those contained in this Bill of Lading. The responsibility of the Carrier shall be limited to the part of the transport performed in his own vessel or vessels and the Carrier shall not be liable for damage and/or loss arising during any other part of the transport, even although the freight for the whole transport has been collected by him. The carrier may arrange, forwarding a vessel or conveyance in his own service or with which he has established connections.

7. Lightrage.

Any lightering in or off ports of loading or ports or discharge to be for account of the Merchant.

8.Loading, discharge and delivery of goods.

In regard to loading and discharge this Bill of Lading is subject to the terms, condition and exceptions of the contract of freightage according to which it is issued. In the absence of such an agreement the goods are received and delivered under ship’s tackle.

If the Merchant fails to take receipt of the goods stipulated above the contract of carriage shall be considered as having been fulfilled and the Carrier shall be at liberty to put the goods into craft and/or land on the quay and/or storing, etc., as the Carrier may think fit at the expense and risk of the Merchant. In this event the Carrier shall have the right to claim demurrage and/or discharge and store the goods as set out above.

9.Options.

The port of discharge for optional cargo must be declared to the vessel’s Agents at the first of the optional port not later than 48 hours before the vessel’s arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

10.Notification.

Any clause herein giving names of parties who desire to be notified of ship’s arrival at destination is solely for the information of ship’s agents and failure to notify shall not involve the Carrier in any responsibility, or relieve the Merchant from any obligation hereunder.

11.Perishable and gargle goods.

Fish, fruit, vegetables, glass, crockery, castings, and all other goods of a perishable or fragile nature are carried at the sole and entire risk of the Merchant, unless the Carries has not exercised due diligence.

12.Deck cargo, live animals and Plants.

Live animals, deck cargo and plants (if stated herein to be so carried) are received and carried at Merchant’s risk: the Carries and/or the Ship shall be under no responsibility for any loss thereof or damage thereto, and any warranty of seaworthiness in the premises is hereby waived; except as just stated such shipments shall be subject to all the terms and provisions in this Bill of Lading, relating to goods. Live animals, deck cargo and plants must be taken by Merchant from the Ship immediately on arrival. Otherwise the Carries to be at liberty to land the same at Merchant’s risk and expense.

In particular, but not by way of limitation, Carrier and/or Ship shall not be responsible for disease, mortality, contagion or injury of livestock.

13.Fumigation.

In the event of fumigation of vessel and/or cargo for whatever reason, the Carrier shall no liable for damage to cargo without actual proof of negligence of the Carrier which shall not be presumed against him.

14.Dangerous and Contraband goods.

If any goods of an explosive, inflammable, corrosive, damaging or dangerous nature be shipped without previous written declaration and arrangement or any goods contra banded or prohibited by the law of the port of shipment, discharge or call, whether the Merchant is aware thereof or not, such goods, upon discovery, may be rendered innocuous, thrown overboard, or be discharged at any port, or be otherwise dealt at the Carrier’s discretion, and the loss, as well as any consequential loss, penalty or damage to the ship or goods, or any responsibility whatsoever shall fall upon the Merchant, including the cost of handling lightirage and all other expenses incurred in disposing of such goods and in complying with the orders or rules of port or other government authorities with respect thereto.

It’s further mutually agreed that if any such good shipped with such previous declaration and arrangement shall become a danger to the ship or goods, they may in like manner be discharged at any place or destroyed or rendered innocuous or thrown overboard without any responsibility on the part of the Carrier, any consequential loss, penalty or damage to the ship or goods or any responsibility whatsoever shall fall upon the Merchant.

15.Heavy and Awkward Goods.

a-Marking, Packages, pieces, bundles, or units which weigh one ton or more each shall be clearly marked by the Merchant with the weight, in case of any damage or loss resulting to the ship or any property whatsoever or in case of any claim whatsoever against the Carrier, owing to incorrect weight having been declared or failure to mention with paint the exact weight, the Merchant shall be responsible for such loss or damage.

b-Single pieces or packages exceeding 2 tons gross weight or 12 meters in length. The extra expenses and the risk of handling, loading, slowing (e.g. bedding checking and lashing), restoring, transshipping and discharging of such goods as well as the expenses of shifting the ship and of use cranes etc., shall be for account of the Merchant.

16.Lumber, Timber, Plywood, Iron, Steel or Outlier Metal Products.

Any description in this Bill of Lading to the effect that the goods mentioned in this clause have been shipped in apparent good order and condition does not involve any admission by the Carries as to absence of such possible affection, as the case may be, to the case may be, to the external aspect of the goods whether resulting from their own

nature or not, as chaffing, shake, split, discoloration, stain, moulds, warps, dent, bent, rust, oxidation or other deterioration, for all of which the Carrier shall not be held responsible.

17. Bulk Cargo

As the Carrier has no reasonable means of checking the weight of bulk cargo any reference to such weight in this Bill of Lading shall be deemed to be for the convenience of the Merchant only but shall constitute in no way evidence against the Carrier.

18. Valuable Goods

The Carrier shall not be responsible to any extent for any loss of, or damage to, or in connection with any precious metals, stones or chemical, currency of all kinds, valuable documents, works of art or curious, or any valuable goods of any amount whatsoever, unless their packing have been secured properly and the nature and valuable thereof declared in writing by the Merchant before shipment and so inserted in Bill of Lading and ad valorem freight paid.

19. Automobile and other unpacked goods

The term apparent good order and condition when used in this Bill of Lading with reference to automobiles, rolling stocks, tractors, machinery and all other unpacked goods does not mean that goods when shipped on board were free of visible bent scratch, hole, out and/or bruise.

It in mutually understood and agreed that such goods mentioned in the preceding paragraph shall be constituted insufficiency of packing and the Carrier shall in no ever be held responsible for loss and/or damage resulting there from.

20. Freight and Charges.

a-Freight to be paid in full without discount. Freight, whether prepaid or payable at destination, to be considered as earned upon shipment and not to be returned or relinquished, vessel and/or goods loss or not loss. The Carrier’s claim for any charges for which the Merchant is able under this contract shall be definitely payable in like manner as soon as the charges have been incurred. Freight payable as destination and charges, if any, shall be paid latest against delivery of the goods. Interest at 5 percent shall run from the date when freight and charges are due.

b-Freight and all other amounts mentioned in this Bill of Lading are to be paid in the currency named in the Bill of Lading or, with the consent of the Carrier, in other currency at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of loading, and for freight payable at destination on the day when the vessel is entered at the Custom House or on the day of the withdrawal of the delivery order, whichever the higher.

c-The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all damage caused extra handling of the cargo for any of the aforementioned reasons.

d-Any duties, dues, taxes and charges which under any denomination may be levied on or in connection with the cargo on any basis such as amount of freight, weight, of cargo or tonnage of the vessel shall be paid by the Merchant.

e-The Merchant shall be liable for all times and/or losses which the Carrier, vessel or cargo may incur in connection with the cargo through inobservance of Custom House and/o import or export regulation.

f-The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods to claim double the amount of freight which would have been due if such declaration had been correctly give. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to the contents inspected and weight, measurement or value verified.

g-If the currency in which freight and charges are quoted is devalued between the day of the freight agreement and the date when the freight and charges are paid then all freight and charges shall be automatically and immediately increased equivalent to the extent of the said currency.

21. Lien.

The Carrier shall have a lien on the goods for any amount due this contract and for costs receiving same and shall be entitled to sell the goods privately or by action to cover any claim. If on a sale of the goods, the proceeds fail to cover the amount due and the cost and expensive incurred, the Carrier shall be entitled to recover the difference from the Merchant

22. Delay in Delivery.

The Carrier is not liable for any loss or damage sustained by the Merchant in consequence of any delay in the delivery of the cargo. Delivery of originally missing cargo can take place at all time.

23.General Average, Salvage, Amended Jason Clause

a-General average to be adjusted at any port or place at Carrier’s option by an average adjuster appointed by him and to be settled according to the York-Antwerp Rules 1974. For this purpose the Merchant is bound to declare, if required, the value of the goods.

b-Such deposit as the Carrier or his Agent, without prejudice may deem sufficient to cover the estimated contribution of the goods and any special charges therein shall, if required, be paid to the Carrier or his Agent, prior to delivery and will be placed on trust account in bank in joint name of the Carrier and of trustee the Merchant.

c-In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with Carrier in General average to the payment of any sacrifice losses, or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as full as if the salving vessels belonged to strangers.

24. Both To Blame Collision Clause

a-If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessels, the Merchant will indemnify the Carrier against all loss or liability to the non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owner of the said goods paid or payable by the other or non-carrying vessel or her Owner to the Owner of the said cargo and set-off or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier.

b-The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or objects other than, or in addition to the colliding vessel or object are at fault in respect of a collision or contract.

c-This clause to remain in effect even if unenforceable in the Courts of the United of America.

25. Government directions, War, Epidemics, Ice, Strikes, Etc...

a-The Master and the Carrier shall have liberty to comply with any other or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or any body acting or purporting to act on behalf of such Government or Authority, or having under the terms of insurance on the vessel the right to give such other or directions or recommendations.

b-Should it appear that the performance of the transport would expose the vessel or any goods on board to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or any person on board to the risk of loss of like or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port.

c-Should it appear that epidemics, quarantine, ice, labor troubles, labor obstructions, strikes, lockouts, any of which onboard or on shore difficulties in loading or discharging would prevent the vessel from leaving again, all of which safely and without delay, the Master may discharge the cargo at the port of loading or any other safe and convenient port.

d-The discharge under the provisions of this clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfillment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight with return freight, if any, and reasonable compensation for any extra services rendered to the goods.

e-If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must under go repair, the Carrier may cancel the contract before the Bill of Lading is issued.

f-The Merchant shall be informed if possible.

26-Identity of Carrier

The contract evidenced by this Bill of Lading is between the Merchant and the Owner of the vessel named here in (or substitute) and it is therefore agreed that said Ship owner only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel’s seaworthiness. If despite the foregoing, it is adjudged that any other is the Carrier and/ or bailee of the goods shipped here under, all limitations of, and exonerations from liability provided for by law or by this Bill of Lading shall be available to such other.

It is further understood and agreed that as the Line, Company or Agents who has executed this Bill of Lading for and liability arising out of the contract of carriage, not as Carrier or bailey of the goods.

SHIPPING COMPANY

Shipper :		<div>BILL OF LADING</div> <div>B/L N⁰</div> <div>ADD: HO CHI MINH CITY, VIETNAM</div> <div>TEL : FAX :</div>	
Consignee: (If “ Order ” state the notify party).			
Notify party : (Carrier not to be responsible for failure to notify see c1.10)			
		Place of Receipt	
Vessel/Voyage /		Port of Loading	
Port of Discharge		Place of Delivery	
Marks and Number	Quantity and description of goods		Measurement, m ³ / Gross weight, kg

ABOVE PARTICULARS DECLARED BY SHIPPER

SHIPPED ON BOARD the above named ship in apparent good order and condition (unless otherwise stated) the goods or packages specified herein for carriage to the port of discharge or so hear there to as the ship may safely get and lie always afloat and to be delivered in the like good order and condition at the aforesaid destination into consignees or their assigns.
The weight, measure, marks, numbers, quality, contents and value being particulars furnished by the Shipper are to be considered unknown to the carrier unless the contrary has been expressly acknowledged and agreed to. The signing of this bill of lading is not to be considered as such an agreement.
In accepting this bill of lading the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions whether written, printed, stamped or otherwise incorporated as lull as if they were all signed by the Shipper.
In witness where of the Master or Agent of the above named ship has signed the number of original bills of lading stated herein, all of this tenor and date, one of which being accomplished the others to stand void.

FOR TERMS AND CONDITIONS OF CARRIAGE SEE OVERLEAF

FREIGHT AND CHARGES	Place and date of issue	By As Agents For The Carrier SHIPPING CO.
	Number of original Bs/L	
	Freight payable at Prepaid at	

COMMERCIAL INVOICE

No.:

P/O No.

Date:

Incoterms

Currency

USD

SHIP TO:

Tel:

Fax:

Attn:

Email:

Item	Part Number	Description	Quantity	Unit price (VND)	Subtotal (VND)
TOTAL AMOUNT					-

PLEASE REMIT TO:

Account Name:

Account Number:

Bank Name:

Bank Address:

Swift code:

Authorized Signature

PACKING LIST

SHIP & BILL TO

DATE :

PO:

DELIVERY

Item	C/O	Part Number	Description	Q'Ty	PK #
1					
Case #	Weight	PO	Dimensions (Centimeters)	UOM	

SHIPMENT AUTHORIZED BY: