Code Name "JSE Reefer B/L 2019" (Published May. 1989 and last amended Feb. 2019 by the Documentary Committee of the JSE)

(Forwarding Agents)

# Reefer
# BILL OF LADING

B/L No.

Shipper

Consignee

Notify Party

**SHIPPED** on board the Vessel, the Goods as indicated below, in apparent good order and condition unless otherwise stated herein, to be carried to the port of discharge or so near thereto as she may safely get, and there to be delivered in like good order and condition subject to the conditions and exceptions on the face and back hereof. One of the original Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.
**IN WITNESS** whereof, the number of original Bills of Lading stated below have been signed, one of which being accomplished, the other(s) to be void.

Local Vessel | From

Ocean Vessel | Voy. No. | Port of Loading

Port of Discharge | For transhipment to | Final destination (for the merchant's reference)

Particulars furnished by Shipper

| Marks & Numbers | No. of P'kgs or Units | Kind of Packages or Units; Description of Goods | Temperature | Gross Weight | Measurement |
|---|---|---|---|---|---|
| | | | | | |

Total number of Packages or Units (In words)

Merchant's Declared Value (See Clause 11):

Note:
The Merchant's attention is called to the fact that according to Clause 11 of this Bill of Lading the liability of the Carrier is, in most cases, limited in respect of loss of or damage to or in connection with the Goods.

| Freight and Charges | Revenue Tons | Rate | Per | Prepaid | Collect |
|---|---|---|---|---|---|
| | | | | | |

| Ex. Rate | Prepaid at | Payable at | Place & Date of issue |
|---|---|---|---|
| @¥ | Total Prepaid in Yen | Number of Original B(s)/L | Signature |

ICS B/L

SAMPLE

(TERMS OF BILL OF LADING CONTINUED ON BACK HEREOF)

JSA Standard Form(B)

**1. Definitions** "Carrier" means the party whose name appears in the head of this Bill of Lading, including the Vessel and/or her owners.

"Merchant" includes the shipper, consignor, consignee, owner and receiver of the Goods and the holder of this Bill of Lading.

"Goods" means the cargo described on the face of this Bill of Lading.

**2. Acceptance** In accepting this Bill of Lading, the Merchant expressly accepts and agrees to all its terms, conditions, stipulations and exceptions whether written, typed, stamped or printed as fully as if signed by him.

**3. Clause Paramount** This Bill of Lading shall have effect subject to the International Carriage of Goods by Sea Act, 1957 of Japan, as amended 25 May, 2018 giving effect to the Protocol to Amend the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, Brussel, February 23, 1968 (Visby Rules) and the Protocol Amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (August 25, 1924, as Amended by the Protocol of February 23, 1968), Brussel, December 21, 1979 (S.D.R. Protocol).

**4. Governing Law and Arbitration**

(1) The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law.

(2) Any dispute arising from this Bill of Lading shall be referred to arbitration in Tokyo by the Tokyo Maritime Arbitration Commission (TOMAC) of The Japan Shipping Exchange, Inc., in accordance with the Rules of TOMAC and any amendments thereto, and the award given by the arbitrators shall be final and binding on both parties.

**5. Description of Goods**

(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier of the total number of packages or units enumerated overleaf.

(2) No representation is made by the Carrier as to the weight, measure, quantity, contents, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall not be responsible for the representation thereof in the Bill of Lading.

(3) The shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the shipper are correct.

(4) The shipper shall indemnify the Carrier against all loss, damage, delay or expenses arising or resulting from inaccuracies in or inadequacy of such particulars.

**6. Exemptions** The Carrier shall not be responsible for loss or damage arising or resulting from:

(1) Act, neglect, or default of the master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the Vessel; (2) Fire, unless caused by the actual fault or privity of the Carrier; (3) Perils, dangers and accidents of the sea or other navigable waters; (4) Act of God; (5) Act of war; (6) Act of public enemies; (7) Arrest or restraint of princes, rulers or people, or seizure under legal process; (8) Quarantine restrictions; (9) Act or omission of the Merchant, his agent or representative; (10) Strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; (11) Riots and civil commotions; (12) Saving or attempting to save life or property at sea; (13) Inherent defect, quality, or vice of the Goods; (14) Insufficiency of packing; (15) Insufficiency or inadequacy of marks; (16)Latent defects not discoverable by due diligence; (17) Any other cause arising without the actual fault or privity of the Carrier, or without the actual fault or neglect of the agents or servants of the Carrier.

**7. Deck Cargo** The Carrier shall not be liable in any capacity whatsoever for any delay or loss of or damage to the Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by the Carrier's negligence or the Vessel's unseaworthiness.

**8. Hindrances, etc. Affecting Performance** If at any time the performance of the contract as evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind and nature, the Carrier (whether or not the carriage is commenced) may elect

(1) to treat the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier deems safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease, or

(2) to deliver the Goods at the place designated for delivery.

In any event the Carrier shall be entitled to full freight and charges on the Goods received for transportation, and the Merchant shall pay any additional cost of carriage to and delivery and storage at such place as abovementioned.

**9. Reefer Clause**

(1) Seaworthiness

If before the loading of the Goods into any refrigerated holds the Carrier obtains the certificate of the Classification Society's Surveyor or other surveyor appointed either by the Merchant or the Carrier or representative of the Merchant (including the master of the other vessel from which the Vessel has received the Goods on the sea, hereinafter referred to as "the Representative of the Merchant") that such refrigerated holds and the refrigerating machinery are in the opinion of the Surveyor or the other surveyor or the Representative of the Merchant fit and safe for the carriage of the Goods, the aforesaid certificate shall be conclusive evidence against the Merchant that the Vessel's refrigerated holds and refrigerating machinery were before and at the beginning of the voyage fit and safe for the reception, carriage and preservation of the Goods.

(2) Temperature Instruction

(i) If a written instruction is given by the Merchant regarding the carrying temperature of the Goods during the voyage, such instruction temperature shall apply to the period from the time when a reasonable time has elapsed after the closing of hatches thereof to the time of the opening of the same hatches.

(ii) The carrying temperature of the Goods shall, unless otherwise instructed in writing by the Merchant, be measured at such place where the Vessel customarily carries out the measurement thereof.

(iii) The reading of the carrying temperature taken pursuant to the preceding paragraph (ii) hereof shall be used in deciding whether the instructed temperature has been maintained or not.

(3) Fluctuation of Temperature during Cargo Operation

The Carrier shall not be liable for loss of or damage to the Goods resulting from the fluctuation of the temperature in the refrigerated holds during loading, discharging or transhipping operation of the Goods.

**10. Defences and Limits for Carrier, Servants, etc.**

apply in any action against the Carrier for loss of or damage to or in connection with the Goods, whether the action be founded in contract or in tort.

(2) If an action is brought against a servant or agent of the Carrier, such person shall be entitled to avail himself of the defences and limits of liability which the Carrier is entitled to invoke under this Bill of Lading.

(3) The aggregate of the amounts recoverable from the Carrier and his servants or agents shall in no case exceed the limits provided for in this Bill of Lading.

**11. Limit of Liability**

(1) When the Carrier is liable for compensation in respect of any loss of or damage to the Goods, such compensation shall be calculated by reference to the value of the Goods at the place and time they are discharged from the Vessel, or at the place and time they should have been discharged.

The value of the Goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

(2) The Carrier shall in no event be liable for any loss of or damage to or in connection with the Goods in an amount exceeding 666.67 SDRs per package or 2 SDRs per kilogramme of gross weight of the Goods lost or damaged, whichever is the higher, unless the value of the Goods higher than this amount is declared in writing by the shipper before shipment and the nature and the value thereof is inserted in this Bill of Lading and extra freight is paid as agreed. In such case, even if the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the value declared. The Carrier's liability shall not exceed such declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

**12. Notice of Claim and Time Bar**

(1) Unless notice of loss of or damage to the Goods indicating the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge before or at the time of the removal of the Goods into the custody of the person entitled to take delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three days of the delivery of the Goods, such removal or delivery shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

(2) In any event the Carrier shall be discharged from any liability in respect of the Goods unless arbitration is filed pursuant to Clause 4 within one year after delivery of the Goods or the date when the Goods should have been delivered.

**13. Freight and Charges**

(1) Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be payable in any event, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up or frustrated or abandoned at any stage of the entire transit.

(2) If the particulars furnished by the shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier.

(3) The Merchant shall pay all dues, taxes and charges including consular fees levied on the Goods and all fines and/or losses sustained or incurred by the Carrier in connection with the laws and regulations of any government or public authority in connection with the Goods.

(4) The shipper, consignor, consignee, owner and receiver of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder.

**14. Optional Delivery** Optional delivery is only granted when arranged prior to the shipment of the Goods and expressed in this Bill of Lading. The Merchant desiring to avail himself of the option so expressed must give notice to the Carrier's agent at the first port of the Vessel's call named in the option, at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be discharged at any of the optional ports at the Carrier's choice and the Carrier's responsibility shall then cease.

**15. Discharge of the Goods**

(1) The Goods may be discharged, without notice, as soon as the Vessel is ready to unload, continuosly day and night, Sundays and holidays included.

(2) If the Merchant fails to take delivery of the Goods immediately the Vessel is ready to discharge them, the Carrier shall be at liberty to store the Goods at the risk and expense of the Merchant.

(3) In any case the Carrier's liability shall cease as soon as the Goods are lifted from the Vessel's deck or leave the Vessel's tackle.

(4) If the Goods are unclaimed during a reasonable time after completion of discharge or whenever, in the Carrier's option, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

**16. Transhipment** The Carrier reserves the right of forwarding the Goods to their discharging port by any other ship or conveyance belonging either to himself or any other carrier or individual.

**17. Lien** The Carrier shall have a lien on the Goods for any amount due under this Bill of Lading and for general average contributions to whomever due and for the cost of recovering the same, and may enforce such lien in any reasonable manner.

**18. General Average** General average shall be adjusted and settled according to the York-Antwerp Rules, 2016.

**19. New Jason Clause and Both to Blame Collision Clause** The New Jason Clause and the Both to Blame Collision Clause, as adopted by the Documentary Committee of The Japan Shipping Exchange, Inc., are deemed to be incorporated herein.

These clauses are available from the Carrier on request.

**20. Local Clause** In case this Bill of Lading covers the Goods moving to or from the U.S.A., and if it shall be adjudged that Japanese law does not govern this Bill of Lading, then the provisions of the U.S. Carriage of Goods by Sea Act, 1936 shall govern before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time during which the Goods are in the actual custody of the Carrier.

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