1. DEFINITIONS

The following words, terms and phrases shall have the following meanings respectively unless context otherwise requires:

"Bill of Lading" means either (A) bill of lading, if this document is issued as a bill of lading, or (B) sea waybill, if this document is issued as a sea waybill.

"Carrier" means any person, firm, company, corporation, or other entity, acting as principal, master, owner, bailee, or lessee of any vessel, engaging in transportation by vessel, by its servants, agents, or representatives.

"Contingent Liabilities" means all contingent, derivable, or contingent liabilities of any nature, whether arising under any statute, law, treaty, rule, custom, usage, or agreement, or otherwise, with respect to the shipment covered by this Bill.

"Goods" means in every case to refer to all items, things, things of value, or other things carried or handled on board the Carrier's vessel.

"Holder" includes any owner, lienor, pledgee, or other person in possession of Goods.

"Invoice" means the document(s) containing the description, quantity, weight, and value of Goods.

"Merchant" includes the shipper, Holder, consignee or receiver of the Goods or any Person owning or being entitled to possession of the Goods or this Bill of Lading.

"Owner of the Goods" means any person, firm, company, corporation, or other entity, owning or being entitled to possession of, or in control of, Goods.

"Party to this Bill of Lading" means the Carrier or the Merchant, as the case may be.

"Perils" means all causes of loss or damage as defined in Clause 16.

"Perishable Goods" means goods that, if not kept within a proper degree of heat or cold, may become spoiled or in any manner rendered unsaleable.

"Port of Delivery" means the port or place designated as the port or place of delivery in this Bill of Lading, or the place where the Goods are deliverable under the terms hereof.

"Port of启运" means the port or place of启运, or the place where the Goods are to be delivered under the terms hereof.

"Provisions" means the provisions of this Bill of Lading.

"Shipment" means the Goods covered by this Bill of Lading.

"Sub-Contractor" means any servant, agent, stevedore or other person or entity (other than the Carrier) who is employed or agrees to be employed by the Carrier or any Underlying Carrier in connection with or in relation to the Carriage.

"Substitution" means the substitution of any goods for those originally shipped or the substitution of any goods for those which are not actually consigned.

"Vessel" means the vessel or vessels engaged in the Carriage.

"Voyage" means the Carriage of the Goods covered by this Bill of Lading from the Port of启运 to the Port of Delivery.

2. INTENT OF BILL OF LADING

The parties to this Bill of Lading do hereby agree as follows:

(1) That the Carrier shall be entitled to sub-contract the whole or any part of the Carriage on any terms whatsoever.

(2) That the Merchant shall be entitled to transfer this Bill of Lading to a third person by delivery to such third person of the Bill of Lading together with the Goods."