**DEFINITIONS**

"Carrier" means the company stated on the face of this Bill of Lading as being the carrier and on whose behalf this Bill of Lading has been issued and/or signed, whether as carrier or bailee.

"Carriage" means the whole or any part of the services and operations described by this document as undertaken by or on behalf of the Carrier.

"Container" means any container (closed or open top), trailer, transportable tank, flat rack, pallet, skid, drum or any similar article of packaging used to transport the Goods.

"Dangerous or Hazardous Goods" means Goods classified, designated or described as dangerous by any statute, regulation, or the Dangerous Goods Code.

"Damage" means any physical harm which results in real loss or cost of replacement of any Goods or part thereof.

"Discharge" means any delivery of Goods, or portion thereof, from a Vessel to the Merchant or to any other person, by whatever means.

"Documents of Title" means a document or certificates, the absence of which is a condition precedent to delivery of the Goods.

"Event of Loss or Damage" means any event which results in loss or damage to the Goods or their containers, or to the property of any person.

"Freight" means the remuneration for the Carriage of Goods, whether by the Carrier or any other party.

"Freight Charges" means charges for Carriage of Goods.

"Goods" means anything and all property described in this document, face hereof or on an attached or referenced manifest to specifically include, but not limited to, any description of packaging, or any articles of transport or packaging not supplied by the Carrier, irrespective of whether such cargo is to be carried on or under deck.


"In accordance with" means in the carrying out of some act or service.

"Inspection" means any inspection of the Goods or any part thereof.

"Insurer" means any insurance company, or association or cooperative engaged in the business of insurance, of goods, property or any other article or subject of transport.

"In transit" means on board or in the custody or care of any carrier, during the carriage hereunder, regardless of the means of transport.

"Law" means any Federal or State statute, regulation, or other legal authority.

"Merchant" means the person or a group of persons acting in concert and for their own account, who have agreed with the Carrier to contract for Carriage of Goods.

"Packaging" means cartons, boxes, trays, cases, bottles, drums, or any similar container.

"Package" means any single article, or group of articles of the same description, included in a single container.

"Particulars" means any information, whether in writing or otherwise, provided by the Carrier or any other party to the Person in whose favor this Bill of Lading is issued.

"Person" means any individual, business entity, association, or group of persons acting in concert.

"Port" means any seaport, port of call, or place to which freight is loaded or unloaded.

"Price" means the price for the transportation of the Goods to be carried, whether by the Carrier or any other party.

"Provisions" means the terms and conditions of the Bill of Lading and the Tariffs of the Carrier.

"Recovery" means the return of the Goods to the Merchant, whether by the Carrier or any other party.

"Release" means the delivery of the Goods to the Merchant or to any other person, by whatever means.

"Service Fee" means the remuneration for the Carriage of Goods.

"Shipper" means the person, other than the Carrier, engaged in the business of forwarding or transporting the Goods to the Carrier.

"Subcontractor" means any person other than the Carrier or its servants or agents who accepts these terms and conditions from the Carrier.

"Subsequent Authority" means any other person to whom the Goods shall be delivered, after release by the Carrier.

"Term" means any time, date, or period stated in the Bill of Lading.