

1.Booking Agent/Ship Broker



弘發航運

HONGFA SHIPPING BOOKING NOTE

2.Carrier

3.Place & Date

4.Vessel / Voyage No.

5.Time for Shipment

6.Merchant

7.Port of Loading/Berth

8.Port of Discharge/Berth

9.Description of Goods/ Number & Kind of Packages

10.Optional Stowage

11.Gross Weight

12.Measurement

13.Freight Rate & Payment

14.Detention/Demurrage Rate

15.Brokage

16.Special Terms & Conditions Agreed

It is hereby agreed that this Contract shall be performed subject to the terms and contained on Page 1 and Page 2. In the event of a conflict of conditions, the provisions of Part 1 shall prevail over those of Part 2 to the extent of such conflict.

*(or so near thereunto as the Vessel may safely get and lie always afloat)

Signature (Merchant)

Signature (Carrier)



HongFa Shipping Standard Terms and Conditions

1. Definitions

"Carrier" means the person by whom or on whose behalf this Bill of Lading has been signed.
 "Merchant" includes the charterer, the shipper, the consignee, the consignee, the receiver, the holder of this Bill of Lading, any one owning or entitled to the possession of the Goods.
 "Goods" means the whole or any part of the Goods received from the shipper and includes the packing and any equipment or container or case not supplied by or on behalf of the Carrier.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.
 "Sub-contractor" includes owners and operators of the Vessel or any other vessel (other than the Carrier), stevedores, terminal operators, warehousemen and any independent contractors employed by the Carrier in performance of the Carriage and any sub-contractor thereof.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules of Law Relating to Bill of Lading signed at Brussels on 25th August, 1924.
 "Hague-Visby Rules" means the Hague Rules as amended by the Protocol to amend the said Convention signed at Brussels on 23rd February, 1968.

2. Law and Jurisdiction

Except as otherwise provided specifically herein, any claim or action against the Carrier arising from or in connection with this Bill of Lading whether in breach of contract or in tort or otherwise shall be exclusively governed by the laws of the People's Republic of China and be brought before the Shanghai Maritime Court or its court of appeal in the People's Republic of China.

3. Carrier's Liability and Responsibility

(1) Where the carriage called for by this Bill of Lading is a port to port shipment, then the Carrier's liability for loss of or damage to the Goods shall be determined by the Hague Rules. If the carriage is performed between ports of States which national laws make the Hague-Visby Rules compulsorily applicable to this Bill of Lading, then the Carrier's liability for loss of or damage to the Goods shall be determined by Hague-Visby Rules.
 (2) All the terms of this Bill of Lading shall apply to such carriage, save that if any term in this Bill of Lading is inconsistent with or repugnant to the Hague Rules or the Hague-Visby Rules as the case may be it shall to the extent of such inconsistency or repugnance and no further be null and void.
 (3) The Carrier shall in no event be liable for any loss of or damage to or in connection with the Goods, whether caused by the Carrier's negligence or not, occurring before loading on board and/or after discharge from the Vessel, whether the Goods are awaiting shipment, landed or stored or put into craft, barge, lighter or otherwise whether belonging to the Carrier or not, or pending transhipment at any stage of the Carriage. When the Carrier arranges pre-carriage of the Goods from a place other than the vessel's port of loading or on-carriage of the Goods to a place other than the vessel's port of discharge, the Carrier shall contract as the Merchant's Agent only.

(4) In case loading and/or discharge are effected by the Merchant at his expense, the Carrier's responsibility shall, notwithstanding the preceding paragraph, commence when loading has been completed and/or cease when discharge has begun respectively, and shall be exonerated from any loss of or damage to or in connection with the Goods occurring during such loading and/or discharge, even if such loading and/or discharge are done with the assistance and/or advice of the Master/Vessel's officers/crew, who in such cases, are deemed to be an agent or employee of the Merchant.

4. Notice of Claim and Time-bar

Unless notice of loss or damage is given in writing to the Carrier or its agent at the Port of Discharge or place of delivery before or at the time of taking delivery of the Goods, or, if the loss or damage are not apparent, within seven consecutive days, such delivery shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

The Carrier, its servants, agents and the vessel shall in any case be discharged from all liabilities whatsoever under this Bill of Lading unless suit is brought within one year after the delivery of the Goods or the date when the Goods should have been delivered.

5. Sub-contracting and Indemnity

(1) The Carrier shall be entitled to sub-contract at any time and on any terms whatsoever the whole or any part of the carriage, including liberty to further sub-contract.
 (2) It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee or owner of the Goods or to any holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Carrier or it shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.
 (3) Servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) are not entitled to waive any terms, exemptions, limitations contained herein unless authorized in writing by an officer or director of the Carrier itself to bind the Carrier.

6. Limitation of Liability

(1) When the Carrier is liable for compensation in respect of any loss of the Goods, such compensation shall be calculated on the basis of actual value of the Goods so lost, while that for the damage to the Goods shall be calculated on the basis of the difference between the values of the Goods before and after the damage, or on the basis of the expenses for the repair, whichever is lower. The actual value of the Goods shall be the value of the Goods at the time of shipment plus insurance and freight. From the actual value referred above, deduction shall be made, at the time of compensation, of the expenses that had been reduced or avoided as a result of the loss or damage occurred. In no event shall the Carrier be liable for any loss of profit or any consequential loss.
 The reference on the face of the Bill of Lading to letters of credit, import licenses, sales contracts, invoices or order number and/or details of any contract to which the Carrier is not a party does not constitute a declaration of value.
 (2) In the event that the preceding paragraph, the Carrier shall not be liable for loss or damage in an amount exceeding the equivalent of SDRs 666.67 per package or unit or SDRs 2 per kilogram of gross weight of the Goods lost or damaged, whichever is the higher, or in case of the Goods not shipped in packages, per customary freight unit, unless the value of the Goods higher than this amount has been declared in writing by the Merchant before shipment of the Goods and inserted in this Bill of Lading together with nature thereof and the additional charges as required have been prepaid in addition to freight. This declaration, if embodied in the Bill of Lading, shall be prima facie evidence, but shall not be conclusive on the Carrier.

The term SDR mentioned in the preceding paragraph is the Special Drawing Rights as defined by the International Monetary Fund.
 (3) Where the Goods has been packed into container(s) or unitized into similar article(s) of transport by or on behalf of the Merchant, and when the number of packages or units packed into container(s) or unitized into similar article(s) of transport is not enumerated on the face hereof, each container or similar article including the entire contents thereof shall be considered as one package for the purpose of the application of the limitation of liability provided herein.
 (4) In no case can the amount of compensation exceed the actual loss suffered by the Merchant. The Carrier shall not be liable in any event for loss of or damage to the Goods if the nature or value thereof has been misstated by the Merchant in the Bill of Lading.

7. Methods and Routes of Transportation

(1) Unless otherwise mutually agreed and specified in the applicable agreement, the Carrier may at any time and without notice to the Merchant:
 (a) use any means of transport or storage whatsoever;
 (b) transfer the Goods from one conveyance to another, including but not limited to transhipping or carrying them on another vessel than that named on the face hereof;
 (c) proceed by any route in the Carrier's absolute discretion (whether or not such route is the nearest or most direct or customary route from the Port of Loading or Place of Receipt to the Port of Discharge or Place of Delivery), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order;
 (d) load or unload the Goods at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharging) and store the Goods temporarily at any place or port whatsoever, once or more often and in any order;
 (e) comply with any orders or recommendations given by any government or authority or any person or body acting on behalf of such government or authority or having the right to give orders or directions under the terms of the insurance on the conveyance employed by the Carrier;
 (f) permit the vessel to proceed, to tow or be towed, or to be dry-docked;
 (2) Anything done in accordance with Clause 8 (1), or any delay arising therefrom shall be

deemed to be within the contractual Carriage and shall not be a deviation.

(3) Any deviation in saving or attempting to save life or property at sea shall be deemed to be within the contractual carriage and shall not be deemed as a breach of the contract of carriage.

8. Delay

(1) Unless expressly agreed and inserted in this Bill of Lading, the Carrier does not undertake that the Goods shall arrive at the Port of Discharge or place of destination at any particular time or to meet any particular market or use, and the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay unless these are caused by intent or recklessness, with the knowledge that damage would probably result, of the Carrier or its servants or agents.
 (2) If notwithstanding the foregoing the Carrier is held responsible for the consequences of any delay, the liability of the Carrier for any loss or damage caused by delay shall in no case exceed the amount of freight for that stage of transport at which the delay occurred.
 (3) In so far as dates are expressly agreed upon between the Merchant and the Carrier, such agreed dates are made on the basis that no unforeseen circumstances occur and are further subject to all going well and weather permitting.

9. War, Quarantine, Ice, Strikes, Congestion, ETC.

If it appears that war, blockade, piracy, epidemics, quarantine, ice, strikes, congestion and other causes beyond the Carrier's control would prevent the vessel from reaching or entering the Port of Discharge and/or discharging the Goods in the usual manner thereat and/or departing therefrom, all of which safely and without unreasonable delay, the Carrier is entitled to discharge the Goods at the port of loading or any other safe and convenient port at Carrier's discretion and the contract of carriage and all the conditions of this Bill of Lading shall be deemed fulfilled as if the vessel had called at and had the Goods discharged at the original Port of Discharge. Any extra expenses incurred under the aforesaid circumstances shall be borne by the Merchant and the Carrier shall have a lien on the Goods for collecting such expenses.

10. Inspection of Goods

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods. If, by order of the authorities at any loading, a Container or package has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of such opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of such opening, unpacking, inspection and repacking from the Merchant.

11. Merchant's Warrant

(1) The Merchant warrants to the Carrier that particulars furnished by or on behalf of the Merchant relating to the Goods as set forth on the front of this Bill of Lading are adequate and correct, the Carrier shall be at no responsibility whatsoever in respect of such description and particulars. The Merchant also warrants that the Goods are lawful Goods and contain no contraband.
 (2) The Merchant warrants further that the Goods and the Carriage thereof comply with and do not violate any applicable embargo or similar regulations.
 (3) The Merchant shall be liable for loss of or damage to the vessel and/or Goods arising or resulting from inaccuracies in stating the description, quantity, weight, measurement or contents of the Goods and shall indemnify the Carrier for the costs and expenses incurred in connection with weighing, measuring and checking such Goods.
 (4) If the description of the Goods in this Bill of Lading or in any document or certificate furnished to the Carrier by or on behalf of the Merchant shall prove to have been inaccurate, incorrect or misleading in any respect, the Merchant shall pay for any actual losses suffered by the Carrier.

12. Loading, Discharging and Delivery

(1) Loading and discharging shall be effected by the Carrier at his expense unless otherwise specifically shown herein. However, any expense, costs, dues and other charges which incur before loading and after discharging of the Goods shall be borne by the Merchant.
 (2) Loading and discharging may commence without prior notice.
 (3) The Merchant or his Agent shall tender the Goods when the vessel is ready to load and as fast as the vessel can receive, including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to tender the Goods when the Vessel is ready to load or fails to load as fast as the Vessel can receive the Goods, the Carrier shall be relieved of any obligation to load such Goods, the Vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for deadfreight and/or detention, any overtime charges, losses, costs and expenses incurred by the Carrier.
 (4) The Merchant or his Agent shall take delivery of the Goods as fast as the vessel can discharge, including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to take delivery of the Goods, the Carrier's discharging of the Goods shall be deemed fulfillment of the contract of carriage. The Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier and in addition the Merchant shall be liable to pay the Carrier detention for the period of any delay. If the Goods are not taken in due time or if the Merchant fails to take delivery of the Goods as fast as the vessel can discharge, the Carrier or the master may put the Goods into warehouses or other appropriate places on behalf of the Merchant at the Merchant's risk and expense. All delivery takes place at the end of the vessel's hook unless otherwise specified.

13. Dangerous Goods

No Goods which are or may become dangerous, inflammable, radioactive or damaging nature, or which are or may become liable to damage any property whatsoever, shall be shipped without the consent of the Carrier. At the time of shipment of such Goods, the Merchant shall, in compliance with the laws and regulations governing the carriage of such Goods, have them properly packed, distinctly marked and labeled and notify the Carrier in writing of their dangerous nature and the precautions to be taken. In case the Merchant fails to notify the Carrier or notifies him inaccurately, the Carrier may have such Goods landed, destroyed or rendered innocuous when and where circumstances so require, without compensation to the Merchant. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.
 Notwithstanding the Carrier's knowledge of the nature of the dangerous Goods and his consent to carry, he may still have such Goods landed, destroyed or rendered innocuous, without compensation to the Merchant, when they become an actual danger to the ship, the crew and other persons or to other Goods. However, nothing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere.

14. Deck Cargo, Animals and Plants

Goods (other than those stuffed in containers) that are stated on the face of this bill of lading to be stowed on deck as contracted and are so carried shall be carried solely at the risk of Merchant. The Carrier shall not be liable for any loss of or damage to such goods whatsoever and howsoever caused.
 In the case of live animals, the Carrier shall not be liable for loss, damage, injury, illness or death howsoever caused. In the case of plants, the Carrier shall not be liable for loss or damage howsoever caused.
 The Merchant shall indemnify the Carrier against any loss suffered and all extra costs incurred for any reason whatsoever in connection with the carriage of such deck cargo, live animals and plants.

15. Special Goods

(1) Bulk Cargo
 If the Carrier has no reasonable means to check the weight of bulk Goods actually received, he may make a reservation on the Bill of Lading and therefore the weight previously printed on the Bill of Lading shall be deemed for reference only and shall not constitute any evidence against the Carrier.
 (2) Lumber and Timber
 Any statement in this Bill of Lading to the effect that the lumber, timber and products thereof has been shipped "in apparent good order and condition" does not involve any admission by the Carrier as to the absence of stains, shakes, splits, holes or broken pieces, for which the Carrier accepts no responsibility.
 (3) Iron and Steel
 The iron, steel and metal Goods which are at the time of shipment in the ordinary external condition as to rust, corrosion, oxidation, moisture, scratch, dent or bend are admitted as being in apparent good order and condition by the Carrier and the Merchant. The terms "apparent good order and condition" on the face hereof does not mean any admission by the Carrier as to the absence of such ordinary rust, corrosion, oxidation, moisture, scratch, dent or bend. In case of iron and steel, angles, bars, channels, etc. shipped loose or in bundles, the Carrier shall not be responsible for correct delivery, and all expenses incurred at the Port of Discharge consequent upon insufficient securing or marking shall be paid by the Merchant, unless: (a) every piece is distinctly and permanently marked with oil paint; (b) every bundle is securely fastened, distinctly and permanently marked with oil-paint and metal-tagged, so that each piece or bundle can be distinguished at the Port of Discharge.
 (4) Refrigerated Goods

Before loading Goods in any insulated space, the Carrier shall, in addition to the Class Certificate obtain the certificate signed by the Classification Society's surveyor or other competent person, stating that such insulated space and refrigerating machinery are in the opinion of the surveyor or other competent person fit and safe for the carriage and preservation of refrigerated Goods. The aforesaid certificate shall be conclusive evidence against the Merchant.
 The Merchant have to take delivery of refrigerated Goods as soon as the vessel is ready to deliver, otherwise the Carrier is entitled to have the Goods landed ashore at the Merchant's risk and expense.

16. General Container Clause

(1) Optional Stowage
 Goods may be stowed by the Carrier by means of containers or similar articles of transport used to consolidate Goods.
 Goods stowed in containers, whether by the Carrier or by the Merchant, may be carried on deck or under deck without notice to the Merchant. Such Goods (other than livestock and plants) shall participate in general average and shall be deemed within the definition of Goods for the purpose of the Hague Rules or the Hague-Visby Rules, as the case may be.
 (2) Carrier's Owned Container
 If the Carrier's owned container and/or equipment are used by the Merchant for pre-carriage or on-carriage or unpacked at the Merchant's premises, the Merchant shall return the empty container and/or equipment with interiors brushed, clean and free of smears to the place appointed and within the time required by the Carrier. If the Merchant fails to do so, they shall be liable for any detention and expenses arising from such non-return.
 The merchant shall be liable for any loss of damage to the Carrier's owned container or other equipment while it is in the Merchant's custody or in the custody of anyone acting on Merchant's behalf. The Merchant shall also be liable for any loss of or damage to the contents loaded inside or any injuries to or death of anyone occurred during such period. If any claim with respect to the liability for the injured or the dead is raised against the Carrier, the Merchant shall hold the Carrier harmless and indemnify the Carrier for all loss or damage suffered.
 (3) Merchant's Owned or Stuffed Container
 If the container is owned by the Shipper and stuffed or loaded by or on behalf of the Shipper, the Carrier shall not be liable for the loss of or damage to the contents therein caused by:
 A. latent or apparent defect of the container;
 B. unsuitability of the Goods for carriage by sea in container;
 C. improper lashing, securing, stowage or rough handling of the Goods.
 (4) Shipper's Stuffed but Carrier's Owned Container
 If the container is owned by the Carrier but stuffed or loaded by or on behalf of Shipper, the Carrier shall not be liable for the loss of or damage to contents therein caused by:
 A. unsuitability of the Goods for carriage by sea in container;
 B. improper lashing, securing, stowage or rough handling of the Goods.
 (5) Full Container Loaded
 If a full loaded container (FCL), irrespective of whether the container is owned by the Shipper or the Carrier, is delivered by the Carrier with its seal intact, such delivery shall constitute and complete performance of the Carrier's obligations and the Carrier shall not be liable for any loss of or damage to the contents filled inside.
 (6) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in sub-clauses 3) and 4) above.

17. Freight, Dead freight and Charges

(1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
 (2) Payment of the freight is to be made in accordance with the applicable agreement, in particular with respect to the currency in which the freight is to be paid, rate of exchange, devaluation and other contingencies relative to freight.
 (3) The freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier is entitled in case of incorrect declaration of the Goods nature, contents, quantity, weights, measurements or value of the Goods to claim the dead freight, detention and demurrage, and all other losses and damages, which might result from above. For the purpose of ascertaining the actual facts, the Carrier shall have the right to open any container of other package and to have the Goods inspected and its contents, weight, measurement or value verified, and the Merchant agrees to pay all expenses incurred by the Carrier in ascertaining said particulars.
 (4) If the Merchant fails to pay the freight, demurrage, detention and/or other charge whatsoever becomes due and owing, the Merchant shall be liable for all costs and consequences arising out of delay, in particular interest which accrue until payment.
 (5) In the event that the Merchant fails to ship all or any portion of the booked Goods for whatever reason, the Carrier shall be entitled to claim the damages and/or dead freight in respect of the Goods not loaded from the Merchant and such damages shall be considered liquidated damages and quantified on the basis of the applicable freight rate.

18. Lien

The Carrier shall have a lien on the Goods and any documents relating thereto, which shall survive delivery, for all freight, dead freight, demurrage, detention, storage, general average, salvage, damages, loss, charges, expenses and any other sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and any other contracts of carriage with the Merchant whatsoever, whether they may be relevant to this Bill of Lading or not, and the cost and expenses of recovering the same, and may sell the Goods privately or by public auction without notice to the Merchant. If on sale of the Goods, the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

19. General Average, New Jason Clause

(1) General Average shall be declared, adjusted and settled at any port or place and in any currency at the Carrier's option according to the York-Antwerp Rules 1994, or any modification thereof in respect of all Goods, whether carried on or under deck. Such deposit as the Carrier or his agent may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Merchant. The Merchant shall be liable to ship all or any portion of the booked Goods for (2) In the event of accident, danger, damage or disaster before or after the 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 the Carrier in general average to the payment of any sacrifices, 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 salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the Goods salvaged were the property or owners of the Goods to the Carrier before delivery.
 (3) The Merchant's deposit shall be sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods, Shippers, Consignees or owners of the Goods to the Carrier before delivery.

20. Both-to-Blame Collision Clause

If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or 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 said Goods and set-off, recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier.
 The foregoing provisions shall also apply where the owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels, or objects are at fault in respect of a collision or contact.

21. USA Clause

(1) If this Bill of Lading covers Goods shipped to or from the United States the provisions of the Carriage of Goods by Sea Act of the USA, approved April 16, 1936 shall be deemed to be incorporated into these terms and conditions.
 The defenses and limitations of the said Act apply to Goods whether carried on or under deck.
 (2) In the case of any loss or damage in connection with Goods exceeding in value equivalent of USD500.00 lawful money of the United States per package, or in the case of Goods not shipped in packages, per shipping unit, the value of the Goods shall be deemed to be USD500.00 per package or per shipping unit.
 The Carrier's liability, if any, shall be determined on the basis of the value of USD500.00 per package or per shipping unit unless the nature of the Goods and a value in excess of that USD500.00 per package or per shipping unit have been declared in writing by the Merchant upon delivery to the Carrier and inserted in the Bill of Lading and an extra charge paid. In such case, if the actual value of the Goods per package or per shipping unit has exceeded such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
 (3) In case the contract evidenced by this Bill of Lading is subject to the US Carriage of Goods by Sea Act, the provisions stated in the said Act shall govern before loading and after discharge and throughout the entire time the Goods are in Carrier's custody.