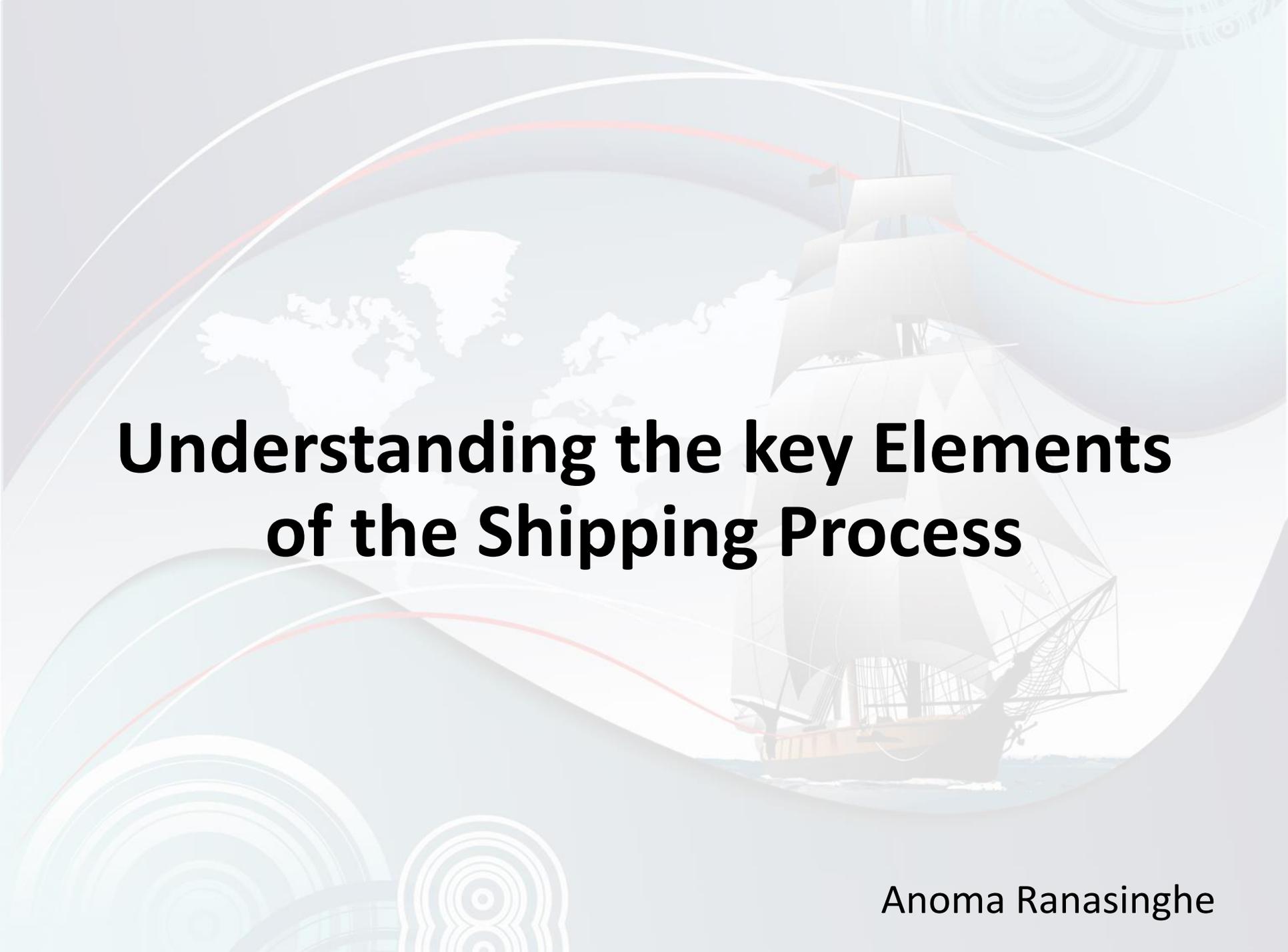




UNDERSTANDING THE KEY ELEMENTS OF SHIPPING

MS. ANOMA RANASINGHE



Understanding the key Elements of the Shipping Process

Anoma Ranasinghe

Shipping ..

- Transporting of goods and passengers by water.
- Backbone of global trade.
- Responsible for transport of majority of raw materials, components, and finished products that drive the economy



2024 – Maritime industry

- Maritime industry is clearly on track to improve by 2024.
- From the rising tide of automation to the greening of fleets.
- **innovation** is the theme of the year.
- Despite concerns like potential cyber threats and shifting trade patterns, the industry has the potential for significant growth and transformation.

Global shipping disruptions

- **Red sea Shipping Crisis.** - First two months of 2024 – Suez Canal trade dropped by 50 % from year earlier. Shipping lines continue to route their vessels around the Cape of Good Hope.
- Severe **drought at the Panama canal** – delays impacting shipments to both the US West Coast and the West Coast of Latin America. Trade dropped by 32 %
- **Black Sea disruption** – due to war in Ukraine .altered traditional Oil & Grain routes.
- **Collapse of the Baltimore Bridge.** (The Francis Scott Key Bridge) - regretful incident has halted the Port of Baltimore's vessel traffic.
- These disruptions has caused **delays, increased costs, and disrupted supply chains, affecting major shipping canals and global trade routes.**

Sale & Carriage relationship



SELLER

CONTRACT OF SALE

BUYER



(Also called Shipper or Consignor - may employ Forwarding Agent or Freight forwarder to Make contract with Carrier).

(May also be named consignee indorsee of the Bill of Lading and / or receiver of the cargo).

Makes a contract of carriage

No express contract.



Carrier contracts with the Shipper and issues Bill of Lading.



Purpose and Functions Bill of Lading

- **Receipt of the goods shipped**
- A transferable **document of title** to the goods thereby enabling the holder to demand for the cargo
- **Evidence of the terms of the contract of affreightment** but not the actual contract.
- A **Quasi – negotiable instrument** .

Signing of bs/l

Liner Bs/L - indicate the name of the carrier and be signed by the carrier or a named agent for or on behalf of the carrier.

ALL AS ARRANGED	上海联成国际船舶代理有限公司青岛分公司 CLIPPER INTERNATIONAL SHIPPING AGENCY LTD QINGDAO BRANCH
Laden on board	宋松 (3) AS AGENT FOR THE CARRIER OF THE B/L TITLE
Date	AS AGENT FOR THE CARRIER WAN HAI LINES (SINGAPORE) PTE LTD.
MAR. 28. 2024	
INTERASTIA PROGRESS W082 QINGDAO, CHINA	

Tramp Bs/l – Indicate the name of the carrier & be signed by the master or the named agent on behalf of the master.

13. Place and date of issue	14. Signature
OFF PORT LIMITS TRINCOMALEE, SRI LANKA	McLARENS SHIPPING LIMITED
12/03/2022	Name and Signature
	MCLARENS SHIPPING LIMITED AS AGENTS FOR AND ON BEHALF OF MASTER OF TORM ARAWA As Agents

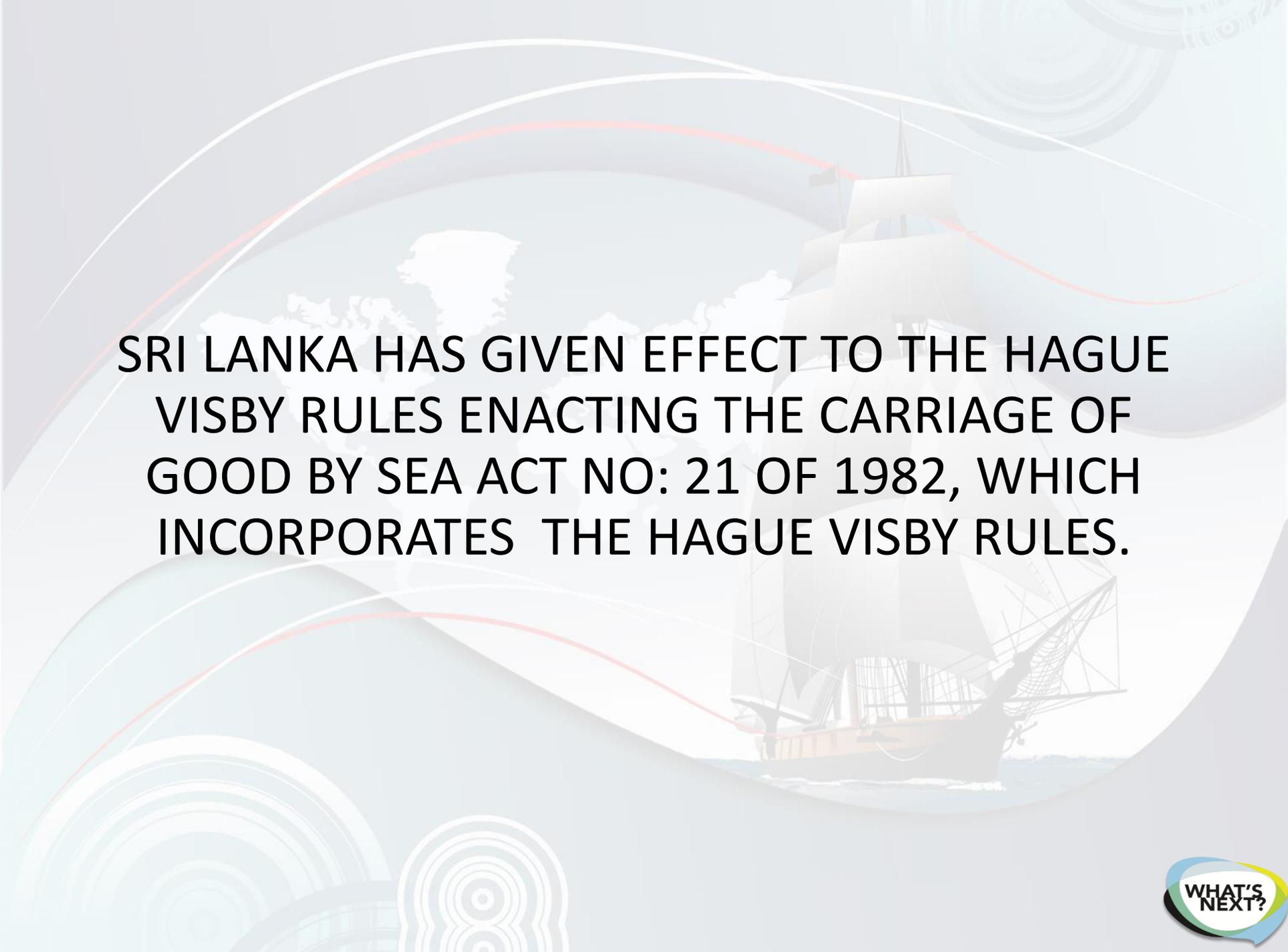
Place and date of issue	CONSTANTA, ROMANIA 25 TH APRIL 2024
Signature	MASTER OF M/V DEMA M CAPT. NALI SUJITNO BIN
	

Carriers' limitation of liability.

- **Hague Rules**
- Limitation of liability – STG 100 per package or unit
- Time Bar - 01 year
- **Hague Visby Rules**
- Limitation of liability – 666.67 SDR per package or 2 SDR per killo which ever gives a higher revenue
- Time Bar - 01 year
- **Hamburg Rules**
- Limitation of liability – 835 SDR per package or 2.5 SDR per killo which ever gives a higher revenue
- Time Bar - 02 years
- **Rotterdam Rules.**
- Limitation of liability - 875 SDR per package or 3 SDR per killo which ever gives a higher revenue.
- Time Bar - 02 years.

WHAT IS CARRIER LIMIT
OF LIABILITY FOR
INTERNATIONAL
SHIPPING?





**SRI LANKA HAS GIVEN EFFECT TO THE HAGUE
VISBY RULES ENACTING THE CARRIAGE OF
GOOD BY SEA ACT NO: 21 OF 1982, WHICH
INCORPORATES THE HAGUE VISBY RULES.**

Types of bs/l

- Straight bs/l
- “To Order “ bs/l
- Negotiable bs/l (To order of issuing bank)
- Surrendered Bs/l
- Seaway bs/l

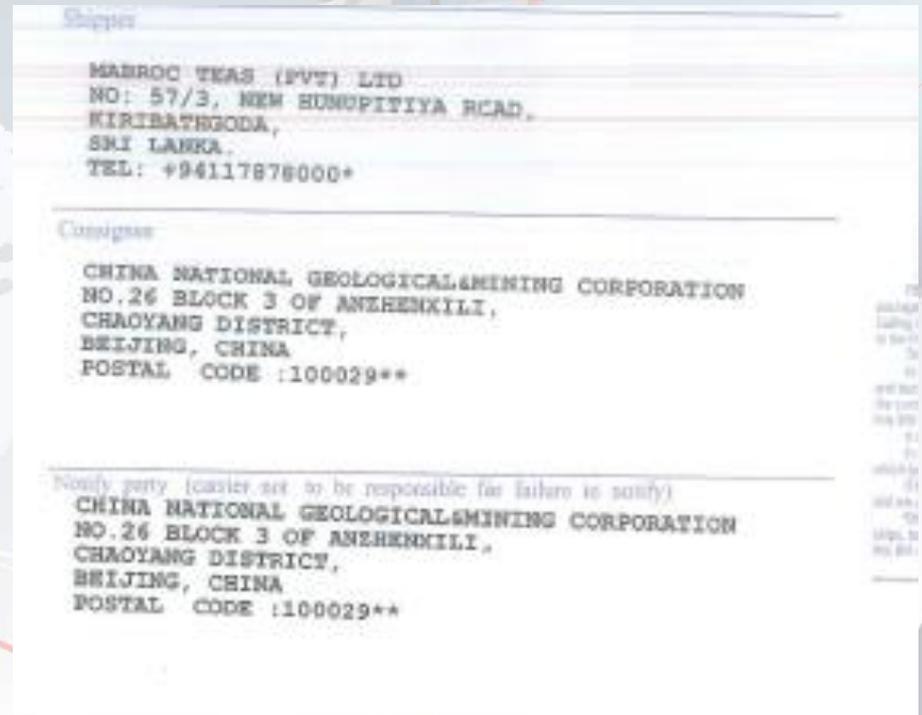
Straight bs/l or Non- Negotiable Bill of Lading

A B/L consigned to a
named consignee &

NOT

“to Order”

**Consignee pays in advance
to the shipper for the goods**



Shipper

MAROC TEAS (PVT) LTD
NO: 57/3, NEW HUMPITIYA ROAD,
KIRIBATHGODA,
SRI LANKA.
TEL: +94117878000+

Consignee

CHINA NATIONAL GEOLOGICAL MINING CORPORATION
NO.26 BLOCK 3 OF ANZHENXILI,
CHAOYANG DISTRICT,
BEIJING, CHINA
POSTAL CODE :100029**

Notify party (consignee not to be responsible for failure to notify)

CHINA NATIONAL GEOLOGICAL MINING CORPORATION
NO.26 BLOCK 3 OF ANZHENXILI,
CHAOYANG DISTRICT,
BEIJING, CHINA
POSTAL CODE :100029**

To order bs/l

- When the goods are shipped before the payment is made.
- Shipper blank endorses the b/l .
- “To Order of the shipper” or To “Order of a bank”

Shipper

JIANGSU REBORN ECO-TECH CO.,LTD
SHENGHONG ADVANCED MATERIAL
INDUSTRIAL AREA, SOUTHERN YIYANG
AVE EASTERN G343, SUYANG EDZ,
SUQIAN, CHINA*

Consignee

TO THE ORDER

Notify party (carrier not to be responsible for failure to notify)

TRISCHEL FABRIC (PVT) LTD
MAS FABRIC PARK, KURUNEGALA ROAD,
THULHIRIYA, SRI LANKA.
TEL:94772538187

Negotiable bill of lading (“to order of issuing Bank”)

- A Negotiable Bill of Lading is considered a document of title that can be used to transfer ownership of commodities from one party to the next.
- The original consignee transfers title of the goods to another party by signing, or 'indorsing' the back of the bill.

Shipper

COYARA TRADING (PVT) LTD
INDUSTRIAL ZONE,
SIRIGAMPOLA, LUNUWILA,
SRI LANKA.

Consignee

BANK AL HABIB LIMITED,
KARACHI, PAKISTAN

Notify party (carrier not to be responsible for failure to notify)

DILAWAR ENTERPRISES
2ND FLOOR, DILAWAR MANSION,
KANDA STREET, MURAD KHAN ROAD,
JODIA BAZAR, KARACHI, PAKISTAN
MTN NUMBER : 2452339-9

Surrendered bill of lading.

Importer makes the payment .

Shipper/exporter surrenders ownership rights to the importer.

Surrender of all originals is a must.

Difference between surrender b/l & Telex release.

The image shows a bill of lading form with the following details:

- Shipper:** SUNTONG CORPORATION TAIWAN LTD., SUNTONG-PLAZA BLDG, 87B PL, NO. 200, SUN WEN A. ROAD, TAIPEI, TAIWAN
- Consignee:** SAREYS INC., WJLT
- Port of Loading:** WJLT, TAIWAN
- Port of Destination:** WJLT, TAIWAN
- Cargo Description:** 1 CONTAINER (20 PALLETS) (SUN) SOLICA
- Invoice No.:** WJLT-00-6306/2
- Freight:** "OCEAN FREIGHT PREPAID" AS ARRANGED
- Stamp:** A large rectangular stamp with the word "SURRENDERED" in bold capital letters.
- Date:** JAN 20 2001
- Freight Status:** FREIGHT AS ARRANGED

Seaway bs/I

- is a document issued to a specific consignee by name and address (and not consigned "To Order")

MOL Mitsui O.S.K. Lines, Ltd.

WAY BILL (NON-NEGOTIABLE)

Shipper:
HELLMANN WORLDWIDE LOGISTICS (PVT) LTD
NO. 50/25A, SIR JAMES PIERRIS MAMATHA
COLOMBO 02
SRI LANKA

Booking No. 14110049458-A **Waybill No.** MOLU14110049458

RECEIVED in duplicate internal good order and condition except as otherwise noted the total number of Containers (whether packages or units unenclosed herein) for transportation from the Place of Receipt to the Place of Delivery subject to the terms and conditions on the face and back hereof and delivery there to the Consignee on production of proof of identity.

IN WITNESS WHEREOF, the undersigned, on behalf of Mitsui O.S.K. Lines Ltd., as the Carrier has signed the master or Waybill stated under, at of date and date.

This Waybill is not to be construed as a Bill of Lading or as any other similar document of title as referred to in the International Carriage of Goods by Sea Act (1924) as amended 1967 or any other laws applicable to a bill of lading, or to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on August 25, 1924 or the amendments thereto as amended at London on February 23, 1968 or the amendments thereto as amended at Brussels on December 21, 1979. (The terms and conditions of Waybill conditions on the back hereof.)

Consignee:
HELLMANN WORLDWIDE LOGISTICS LIMITED
HELLMANN HOUSE COLNBROOK BY PASS
COLNBROOK, SLOUGH
BERKSHIRE SL30EL

Shipper's Declared Value: USD (subject to terms and conditions attached)

Also Notify: (For Merchant's reference only)

Notify Party:
HELLMANN WORLDWIDE LOGISTICS LIMITED
HELLMANN HOUSE COLNBROOK BY PASS
COLNBROOK, SLOUGH
BERKSHIRE SL30EL

Pre-carriage by: **Place of receipt:**
COLOMBO - CY

Ocean vessel/Voy. No.: 015W **Port of loading:**
APL POLAND COLOMBO, SRI LANKA

Port of discharge: SOUTHAMPTON **Place of delivery:** SOUTHAMPTON - CY **Final destination for the Merchant's reference:**

Container No. - Seal No. - Marks & Nos.	No. of Containers or Packages	UW	Type or kind of Containers or Packages - Description of goods	Gross Weight (KGS)	Measurement (CBM)
NOAG0320281/MOLY29777/S2			FREIGHT PREPAID. SHIPPER'S LOAD AND COUNT. 1 X 20' DRY CONTAINER SAID TO CONTAIN:		
BRAG LONDON LIMITED UNIT 8, JUBILEAVENUE, CHINFORD,	8249	PIECES	8249 PCS OF GARMENT'S (TWEED KNEE LENGTH SHORT & PLAIN MINI PLEAT SKIRT) NET WEIGHT : 2058.73 KGS	2,127.95	25.000

* Large number of Containers or other packages or units received by the Carrier in words: ONE CONTAINER.

Code	Tarif Item	Basic	Freighted as	Curr.	Rate	Pre	Postpaid	Collect

No. of Originals: ONE **Place and date of Waybill issue:** COLOMBO 21-09-2010 **Totals & Pay at:** LADEN ON BOARD THE VESSEL APL POLAND VOY NO 015W AT COLOMBO

Date: 21-09-2010 **Signature:** MITSHU O.S.K. LINES SRI LANKA (PVT) LTD. As Agents

COPY

Mitsui O.S.K. Lines Ltd., as Carrier
By: MITSHU O.S.K. LINES SRI LANKA (PVT) LTD. As Agents



Value of the cargo in the bill of lading

“Help, carrier refuses to show commercial information relating to the cargo on the bill of lading” !!!!!

- Becomes an **“AD VALOREM”** bill of lading .
- Greater liability for the carrier.
- Bill of lading limitations cannot be applied event of a claim.
- Need to arrange for an additional insurance cover
- Shipper to bear the cost.

SWITCH BILL OF LADING

Switch bs/l – Is it fraudulent ??

- **switching**” bills of lading means issuing a second set of bills of lading, showing different shipper and/or consignee details
- Often used in “Triangle Trade”.
- requested by a trader, who does not wish his ultimate buyer (consignee) to know the identity of the initial seller (shipper).

Different Parties Involved



Original Bill of Lading



Switch Bill of Lading



Shipper
NERCHRY POWER ENGINEERS
 NO.339/6A, JOFT ROAD
 MADURAIYAN VILLAGE
 REDHILLS, CHENNAI-600052, INDIA
 Consignee

B/L No. 1440006068

06200000514

VIREDIS (PVT) LTD
 BLOCK NO:8, TEMPLE BURG INDUSTRIAL
 ZONE STAGE 11, PARAMPOGA, HOMAGAMA,
 SRI LANKA
 TEL : +94 11 2752708
 ACSIQ NO:A364040851

Notify party (except not to be responsible for failure to notify)

SAVES AS COMSIGNEE

Ocean vessel / Voy No.
AN HAI 307 S10825

Place of loading
CHENNAI, INDIA

Place of discharge
SHANGHAI, CHINA

Container No. Seal No. Mark and Number
WHL06025898 40SD96 975678
VJ 1-790

BILL OF LADING



WAN HAI LINES (H.K.) LTD. SHANGHAI OFFICE
 22/F, HAIYONG SECURITIES TOWER, NO.699 GUANGDONG RD., SHANGHAI, 200001 CHINA
 TEL: 81159555 FAX: 43620201

Place of receipt
CHENNAI, INDIA
 Place of delivery
SHANGHAI, CHINA

Container No.	Seal No.	Mark and Number	Kind of Packages, Description of goods	Gross weight / Measurement
WHL06025898	40SD96	975678	"SHIPPER'S PACK, LOAD, COUNT & SEAL" "SAID TO CONTAIN" TOTAL BAGS : 790 BAGS PLASTIC SCRAP S.BILL NO:4839058, DT:29.07.2010 SAY : ONE CONTAINER ONLY "FREIGHT PREPAID"	23,106.000 KGS NET WEIGHT 23,027.000 KGS

ORIGINAL

Weight payable at
CHENNAI
 Date of bill of lading
CHENNAI 29/07/2010

ALL AS ARRANGED.

Wan Hai Lines (India) Pvt. Ltd.
 AUG 06 2010
 WAN HAI 307 S10825
 CHENNAI, INDIA

• Switch bill of lading

Shipper
VIREDIS (PVT) LTD
 BLOCK NO : 8, TEMPLE BURG INDUSTRIAL
 ZONE STAGE 11, PARAMPOGA, HOMAGAMA,
 SRI LANKA SQTQ NO:A364040851
 C/O PARAVARI KHAVAR-MIANEY J.S.CO

B/L No. 1440006068

萬海航運股份有限公司

HANGZHOU JIANG TEXTILE CO., LTD
 YUMIN INDUSTRIAL ZONE DANQIAN TOWN
 XIASHAN, HANGZHOU ZHARITANG, CHINA
 TEL: 466-51-62103688
 FAX: 466-51-62103163

BILL OF LADING

Small text block containing legal disclaimers and terms of carriage.

Pre-carriage by
 Ocean vessel / Voy No.
WAN HAI 307 S10825

Place of receipt
CHENNAI, INDIA

Place of delivery
SHANGHAI, CHINA

Container No. Seal No. Mark and Number
WHL06025898 40SD96 975678
VJ 1-790

Container No.	Seal No.	Mark and Number	Kind of Packages, Description of goods	Gross weight / Measurement
WHL06025898	40SD96	975678	"SHIPPER'S PACK, LOAD, COUNT & SEAL" "SAID TO CONTAIN" TOTAL BAGS : 790 BAGS PLASTIC SCRAP S.BILL NO:4839058, DT:29.07.2010 SAY : ONE CONTAINER ONLY "FREIGHT PREPAID"	23106.00 KGS NET WGT 23027.00 KGS

ORIGINAL

Freight Weight Measurement Rate Per Prepaid Collect
 AGENT DETAILS
WAN HAI LINES (H.K.) LTD. SHANGHAI OFFICE
 22/F HAIYONG SECURITIES TOWER, NO.699 GUANGDONG ROAD, SHANGHAI, 200001 CHINA.
 86-21-51159555
 86-21-53511150

CHARGES

Service	Rate	Per	Prepaid	Collect
1 CY	1.00	USD		
2 CFS	2.00	USD		
3 DOOR	3.00	USD		

Freight prepaid at **CHENNAI** Freight payable at
 Ex. Rate No. of original bills of lading (3)
 Date and date of issue **COLOMBO 06-AUG-2010**
McLARENS SHIPPING LIMITED
 Laden on board
 Date **06 AUG 2010** Signature
 By **A.V.P.** As Agents Only
 FOR WAN HAI LINES (INDIA) PVT. LTD.



Clean and Claused Bs/I

A bill of lading is considered as clean when it does not contain any clauses to the effect that the cargo or the packaging was damaged at the time when it came into the custody of the carrier .

CODE NAME: "CONGENBILL" EDITION 1994		Page 2
BILL OF LADING		
BY, NA, DMI TO BE USED WITH CHARTER-PARTIES Reference No.		
Shipper QUADRA COMMODITIES SA RUE ALBERT-GOS 10-1206 GENEVA-SWITZERLAND		
Consignee TO ORDER		
Notify address SERENDBI FLOUR MILLS (PVT) LTD. NO.245/52 OLD AVISSAWELLA ROAD, URUGODAWATTA, WELLAMPITTIYA, SRI LANKA		
Vessel Part of Loading M/V DEMAM CONSTANTA, ROMANIA		
Part of discharge COLOMBO PORT, SRI LANKA		
Shipper's description of goods ROMANIAN ORIGIN MILLING WHEAT, CROP 2023, - IN BULK		Gross weight 10,000,000 MT
Freight payable as per CHARTER PARTY dated 09.04.2024 FREIGHT ADVANCE Received on account of freight		
Time used for loading: _____ days _____ hours _____ minutes		
Freight payable as per FREIGHT PREPAID Number of original B/Ls 3 / THREE		Place and date of issue CONSTANTA, ROMANIA 25 TH APRIL 2024 Signature MASTER OF M/V DEMAM CAPT. NALI SUJITNO BIN

"CLEAN ON BOARD"
"FREIGHT PREPAID"

COMBINED TRANSPORT BILL OF LADING Bill of Lading No. 800 Date of Issue CFF/99570A	
To THE ORDER OF UTTARA BANK LTD. 375 TRADERS BLDG MISSISSAUGA ON L4V 1V5 Canada	
Not part of Bill of Lading	
Place of Issue TORONTO	
Port of Loading HALIFAX	
PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE	
MAEU SEAL 000 BDL 25-31 AFHU SEAL 000 BDL 32-39	SHIPPERS LOAD, STOW AND COUNT X 20' CONTAINERS S.T.C. 15 REES 42.25 M. TONS B.P. SHEET/COLOUR SHEET SECONDARY QUALITY. SIZE: 3 FEET N UP X 6 FEET N UP. TANGONES: ENG 22.6 HIGHTER PACKING: STANDARD EXPORT PACKING L/O: 113 18 99 005 ON BOARD SL DEMAMON 643E PORT OF LOADING HALIFAX ON SEPT 13 99 10 DAYS FREE DEMURRAGE
Weight & Charges 1.85 94242.000	ON BOARD SEP 13 1999
TORONTO CANADA INC. AS AGENTS FOR THE CARRIER THE CARRIER	

Vessel MT. HAN FENG Port of loading COLOMBO, SRI LANKA
 Port of discharge SHANGHAI / CHINA

Shipper's description of goods Gross weight
 31 PKGS BULK CARGO 249,800.00 KGS
 SCALE CRAWLER CRANE
 ENGINE : 73079035
 CH NO : 10CC02000265
 CARGO RE-EXPORTED AFTER COMPLETION OF THE PROJECT
 Net Weight 249,800.00KGS
 Measurement 525.674 CBM

Remarks : * MACCKE 06 cargo condition / A dent 150 mm at a corner bar of a boom section before loading . (ship not responsible for above mention)
 *All cargo have been used.
 * All cargo with partly scratched and chafed before loading.
 *All cargo with partly rusty stain before loading.



Cargo release

- **agent is instructed to deliver cargo without the original bill of lading.**
- ❖ Great care is needed.
- ❖ breach of the bill of lading contract
- ❖ the legal holder of the bill of lading can sue the ship owner, the carrier or the party who has wrongfully delivered the cargo.

(The legal holder of the bill of lading could be the shipper, the receiver, a bank or another party to whom the bill of lading has been negotiated.)



Cargo release..

- Traditional wordings are on the following lines:

“ In witness whereof the number of Bills of Lading stated above all of this tenor and date ,have been signed ,one of which being accomplished ,the others to stand void.”

The goods SHIPPED ON BOARD in apparent good order and condition and, as far as ascertained by reasonable means of checking, as specified above unless otherwise stated.

The Carrier, in accordance with the provision contained in the document,

- undertakes to perform or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document for such transport.
- assumes liability as prescribed in this document for such transport.

One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS whereof THREE (3) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.

Freight payable at _____

Place of issue _____ date _____

*Applicable only when used as a Combined Transport Bill of Lading.

For _____

as agents for the carrier



Shipping Guarantee is the rescuer



Arrival of cargo prior to the shipping documents.

Avoiding payment of Demurrage

Counter Guarantee by the respective bank - 300% CIF value

Cancellation & retention

Binel ok on

2936

PAGE 1

M.O.L. LANKA (PVT) LTD. AGENTS

To : MITSUI O.S.K. LINES LANKA (PVT) LTD.
COLOMBO.

COLOMBO.....

Agents S.S. "MOL CREATION" Voy D18W arrived.....

GENTLEMEN

In consideration of your giving delivery at my/our request of the undermentioned packages or parcels of goods shipped at ...*MOL CREATION*... per the above named steamer, but for which no Bill of Lading has yet been received. I/We hereby agree, undertake and guarantee to keep you and the Vessel harmless and indemnified from and against all consequences of your so delivering to me/us and I/We hereby further undertake and guarantee (1) to pay you all freight and charges payable on or in respect of the said goods, should the same not have been paid at the port of shipment; (2) to obtain and hand over to you a proper, and correct Bill or proper and correct Bills of Lading for the said packages or parcels of goods and shewing my/our right to the same within 3 weeks from this date or (3) should I/We fail in producing such Bill or Bills of Lading within the time aforesaid to return to you the said goods forthwith in the like good order and condition in which I/We shall have received - the same on being called upon so to do or (4) in default of so obtaining and handing over to you proper and formal Bills of Lading or returning the said goods to pay you on demand the value of the goods. Furthermore and in any event I/We undertake and agree to pay all damages for which you may have become liable or other sums which you may have paid and hereunder and all costs (on a Proctor and client basis) and expenses, legal and otherwise actually incurred by you, in relation hereto (the incurring of which shall be in your discretion) whether a suit had been filed or not, and, The same, or any parts or parts thereof and interest on all such sums at two per cent above Bank rate shall be paid me/us on demand, It is agreed between us that in the event of any claims being made against you by any person or persons or Firm Company as the result of your so acting you may employ and pay legal advisers you may think fit and you shall have the power in your absolute discretion to settle and pay all or any such claims at any time or times for such amount as you may think proper without reference to me/us and I/We agree to accept such actions of yours and to be bound thereby. I/We further promise and undertake whenever you may call upon me/us to do so to execute in favour of your goodselves, any such bond or obligation that you may reasonable be advised to have or require.

Port of Shipment	Name of Shippers	Marks and Numbers	No of Pkgs	Nature of Pkgs.	Inv. Value	Contents
SINGAPORE	MOL CREATION	MOLAU0614826 6430518 887	12 PKG BAGS	25 kg BAGS	033 43,240	32 MJT POLYPROPYLENE

B/L No. MOLU 132 0009 1777

IN THIS SHIPPING GUARANTEE

100 PERCENT INVOICE VALUE Rs. 5,042,000/-

200 PERCENT INVOICE VALUE Rs. 10,084,000/-

300 PERCENT INVOICE VALUE Rs. 15,126,000/-

L/C No. 004D 2001 01460001

PERMIT No. 2010/59/259

FOR NATION'S TRUST BANK PLC PQ 118
COLOMBO

We have not retained the invoice which indicates the declared value to be that shown above) and we hereby endorse the Guarantee of..... and accept all liabilities expressed therein up to an amount not exceeding Rupees.....

Yours faithfully,

Stamps Rs. 20/-

Central Polysacks (Pvt) Ltd
R.S. Jayasinghe
Managing Director

Tel: 011 473131 Fax: 011 4313188



BILL OF LADING PROBLEMS, ISSUES AND COMPLEXITIES YOU WANT TO AVOID



Caution !!!!! when accepting LOIs

- Back dating /post dating bills of Lading
- Issuing clean bs/l i/o claused bs/l
- Switching of bs/l. – changing load port, description .
- To conceal the fact that the cargo was commingled with another parcel after shipment



- LOIs are not likely to be enforceable if not issued for commercial reasons but for the purpose of deceiving an innocent 3rd party.

Forged Bills of Lading with the intention of stealing the cargo

Precautionary measures :

- proper safe keeping of sets of original bills of lading by the local shipping agents, to avoid being held liable.
- Conducting proper checks against documents presented to ensure their genuine nature.
- a phone call can help to clear up many issues and concerns.
- If, however, serious concerns persist (such as clear errors or inconsistencies on documents) then calling a “halt” to operations will be a prudent step to take.

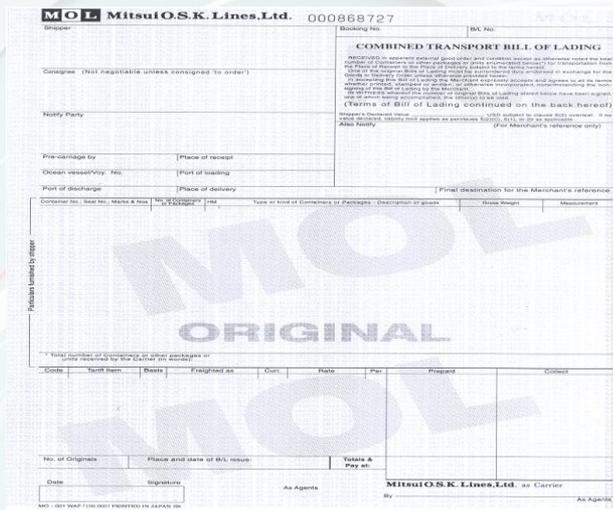
Security controls - Bills of Lading

- Bar code/QR code.



Bar code scanners

Water Marks



Infra red scanners



Fake Cargo Sale - Incorrect cargo



Misdeclaration of Container weight

- (SOLAS) that will require verification of container weights as a condition for loading packed export containers aboard ships.
- Verified Gross Mass certification



Cyber scams



- **Information phishing** - cunning plans by fraudsters
@Gmail.com email address.

makersangani@gmail.com

maker.sangani@gmail.com

HOW TO SPOT A PHISHING EMAIL:

- ✓ Check the From email address.
- ✓ Hover over links before you click.
- ✓ Watch for poor spelling and grammar.
- ✓ Beware of false scholarships and job offers.
- ✓ Beware of urgent or threatening language.



Office of
Information Technology



What Happens to Empty Shipping Containers?



General Average



- Baltimore bridge collapse - Grace Ocean the Singapore based owners of the Maersk chartered Dali, which ran into Baltimore's Francis Key bridge, killing six workers and demolishing the crossing, declared General Average.

General Average principle

- The main principle is that the adventure must have been saved.
- Where the ship and the cargo have been destroyed altogether, no question of General Average arises.



General Average

- Appointment of an Average adjuster.



specialists in the law and practice of General Average and Marine Insurance.

Average Guarantee

GRONINGER - WELKE - JANSSEN
 SWORN AVERAGE ADJUSTERS
 Teerhof 40 . 28199 Bremen / Germany
 Telephone: +49-421-59 81 60, Telefax: +49-421-59 81 616

GENERAL AVERAGE GUARANTEE
 (for signature by insurance companies)

MV "Amsterdam Bridge" from Nhava Sheva to Asian Ports
 Accident: Fire on board - 9.9.2012
 Ref.ID: 8100901
 Consignee:

B/L No.	Description of Goods	Sum insured
272598666	61.5MT PARAFFIN WAX	

In consideration of the delivery of the above mentioned cargo to the consignees against signature of general average bond without payment of a deposit, we, the undersigned underwriters, hereby guarantee to the shipowners the payment of any contribution to general average and/or salvage and/or special charges which may hereafter be ascertained by Messrs. Groninger Welke Janssen to be properly due in respect of the said cargo. We further agree to make a prompt payment on account of disbursements to the shipowners if required and certified by the average adjusters.

We further agree that any period of prescription, whether provided by applicable law, contract or otherwise, shall commence to run from the date upon which the general average adjustment is issued.

This agreement shall be governed by English Law and the High Court of Justice in London shall have exclusive jurisdiction over any dispute arising out of this agreement, and each party shall irrevocably submit to the jurisdiction of the English Court.

Date: 28.09.2012 Policy / Reference No.:

Full address : People's Insurance Limited, No 53, Dharmapala Mawatha, 094 Colombo 03, Sri Lanka

Signature of Cargo Underwriters:
 Please return this paper duly signed and dated to the average adjusters!

Insured Cargo

Average Guarantee to be completed ;
 signed by the cargo insurers + copy of
 the cargo invoice + sea freight charges.

Average Bond

GRONINGER - WELKE - JANSSEN
 SWORN AVERAGE ADJUSTERS
 Teerhof 40 . 28199 Bremen / Germany
 Telephone: +49-421-59 81 60, Telefax: +49-421-59 81 616

AVERAGE BOND

MV "Amsterdam Bridge" from Nhava Sheva to Asian Ports
 Accident: Fire on board - 9.9.2012
 Ref.ID: 8100901
 Consignee: H D HEMAMALINI DEWASIE
 INDUSTRIES

B/L No.	Description of Goods
272598666	61.5MT PARAFFIN WAX

In consideration of the delivery to consignees, on payment of the freight due, of the goods noted above we agree to pay the proper proportion of any salvage and/or general average and/or special charges which may hereafter be ascertained to be due from the goods or the shippers or owners thereof under an adjustment prepared by Messrs. Groninger Welke Janssen in accordance with the York-Antwerp Rules 1994, the provisions of the contract of affreightment governing the carriage of the goods or, failing any such provision, in accordance with the law and practice of the place where the common maritime adventure ended and which is payable in respect of the goods by the shippers or owners thereof.

We also agree:

- (i) to furnish particulars of the goods' value, supported by a copy of the commercial invoice rendered to us or if there is no such invoice, details of the shipped value;
- (ii) to make a payment on account of such sum as is duly certified by the average adjusters to be due from the goods and which is payable in respect of the goods by the shippers or owners thereof;
- (iii) that any period of prescription, whether provided by applicable law, contract or otherwise, shall commence to run from the date upon which the general average adjustment is issued;
- (iv) that this agreement shall be governed by English Law and the High Court of Justice in London shall have exclusive jurisdiction over any dispute arising out of this agreement, and each party shall irrevocably submit to the jurisdiction of the English Court.

Date: 27.09.2012

Signature and full style address:
 H D HEMAMALINI DEWASIE INDUSTRIES
 432, ERIYAWETTIYA
 0001 KELANIYA
 SRI LANKA

e-mail: importdocs@unclarens.lk

Please return this paper duly signed and dated to the average adjusters!

Uninsured Cargo

Average bond completed and signed by
 the cargo owner + Cargo Invoice + Sea
 freight charges & a cash deposit



Thank You

