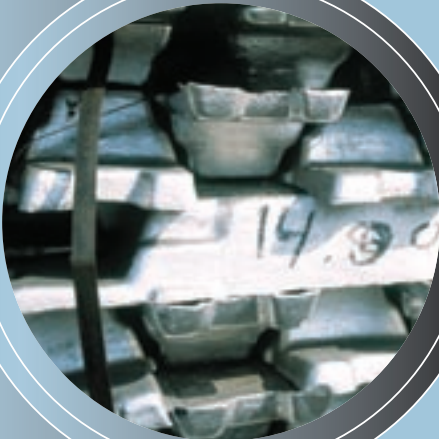


Ensure freight documents describe the cargo correctly.

Check that weights and measurements are accurate.

Ensure your documents reflect those of your Principal.

In case of difficulties, consult a senior manager or director, or your regular claims contact at your TT Club office. Further information can be obtained from the TT Club's Regional Centres.



Guidelines for NVOCC Agents

Issuing Bills of Lading on behalf of the NVOCC Always ensure that:

- The bill of lading is drawn up in accordance with the guidelines as submitted to you by your principal and in conformity with the agency agreement existing between you and your principal.
- The bill of lading accurately reflects the routing of the transport, ensuring that transshipment ports are identified and mentioned on the bill of lading in order to avoid exposure to deviation, which could imply that defences or limits mentioned in the bill of lading cannot be upheld.
- No cargoes are accepted which fall outside the scope of your principal's guidelines or your authority and that dangerous goods are identified and checked.
- The bill of lading is signed only by people in your office who actually have the authority to sign your principal's bills of lading and whose signatures have been registered by your principal.
- The bill of lading is only claused "shipped on board" and issued to the appropriate party after you have received the shipped on board ocean bill of lading from the shipping line.
- No guaranteed delivery time is agreed with the shipper but, where appropriate, mention may be made that delivery time is only an "eta" (expected time of arrival) which can be influenced by circumstances beyond your control.
- Value of the cargo is not mentioned on the bill of lading at the request of the shipper (unless an ad valorem shipment has been agreed upon), as such might increase you/your principal's liability exposure.
- The bill of lading adequately reflects the condition of the cargo and notes exceptions whenever appropriate.
- Your own conditions of business are incorporated both with shippers and with your principals.
- Receipt of cargo for export under NVOCC bill of lading.

Carefully check the external condition of the cargo delivered to you/your subcontractor and clause the delivery documentation when the cargo delivered to you shows damages or defects or seems to be unfit to withstand the normal rigors of ocean carriage.

In the event that certain activities (e.g. receipt of

cargo, intermediate storage, consolidation) are subcontracted to third parties ensure that:

- The subcontractor enjoys a good reputation
- The subcontractor will accept responsibility for the consequences of his own fault or negligence or that of his employees
- The subcontractor abides by national and international legislation and regulations pertaining to the storage, handling and stowage of goods
- The subcontractor is adequately insured with a reputable insurance company for the consequences of his own fault or negligence or that of his employees
- The sub-contractor will not further sub-contract without authority.

See to it that the containers or goods are placarded in accordance with the rules and regulations pertaining to the transport of hazardous cargoes and that the goods are accompanied by the proper documentation; if these documents are not made available to you contact the shipper.

Make clear reference to your Standard Trading Conditions and their applicability on your letterhead, faxes, invoices etc.. In some jurisdictions there may be a legal requirement to send copies of your Standard Trading Conditions to all clients, where this applies it is advisable to ensure that these are sent to all clients, possibly annually, but certainly every time the Conditions are amended.

Import of cargo under your Principal's NVOCC Bill of Lading

In the event that subcontractors are used for the execution of certain activities ensure that the standards and demands as referred to under receipt of cargo are complied with.

In case of delivery of cargo under Bills of Lading, always obtain the correct original Bill of Lading - ensuring that this is not a faxed or a photo copy. Where the original Bill of Lading is not available, then arrangements should be made to obtain a full bankers indemnity (see Risk Management sheet No 2). In this circumstance you should always obtain the consent of your Principal before advising that a bankers indemnity will be acceptable.

Liability and insurance

You will realise that by any act, omission, fault or negligence by you, your employees or your subcontractors you may expose your Principal to certain liabilities; the agency agreement, as maintained between you and your Principal, will stipulate that where the liability of your Principal is incurred due to your, your employees' or your subcontractors' negligence he will have the right to recover his losses from you irrespective of whether the loss was caused by you or your subcontractors.

It is therefore of the utmost importance that you are adequately insured for the risks connected with the activities performed by you with a reputable insurance company. The same applies for subcontractors whose services you may use, who need to be adequately insured. You must check the subcontractors' insurance is in place and will meet all of the requirements of the contract.

In general, it is emphasised that you follow the guidelines and instructions as submitted to you by your Principal; ensure that, in circumstances which fall beyond the scope of your instructions, the Principal is contacted in time and asked for further instructions and ensure that your Principal's rights toward third parties are safeguarded.

Further information, and additional copies, can be obtained from the TT Club's regional centres:

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