

Bill of lading

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UNIVERSITY OF RIJEKA
FACULTY OF MARITIME STUDIES

FRAN LUPETINA

BILL OF LADING

BACHELOR THESIS

Rijeka, 2023

UNIVERSITY OF RIJEKA
FACULTY OF MARITIME STUDIES

TERETNICA
BILL OF LADING
BACHELOR THESIS

Course: English language

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Study Program: Logistics and management in the maritime industry and transport

JMBAG: 0112080175

Rijeka, 2023

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THESIS

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In my thesis I have applied the methodology of writing a professional/scientific paper and used the literature listed at the end of the thesis. The knowledge, attitudes, conclusions, theories and laws of other people that I have reproduced in the final work, directly or paraphrasing, have been cited in the usual way and linked with footnotes and bibliographic units, and no part of the work violates the copyrights of others. The work is written in the spirit of English language.

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Name and last name of the student

Fran Lupetina

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SUMMARY

The subject of this bachelor's thesis is a bill of lading (B/L). It is one of the essential transportation documents. This document has many different functions and depending on what type of bill of lading is mentioned, these functions can vary and change. Bill of lading consists of different parts that contain all the necessary information about the goods.

Hague-Visby Rules are an important set of rules for international maritime business. This thesis mentions 22 different types of bills of lading, each serving a different purpose, in a certain situation. Electronic bills of lading are not a new concept but are becoming more and more prominent lately. World-renowned companies and organizations are focused on improving their E-Bill systems and are actively pursuing the implementation of electronic bills of lading in all branches of transportation. Despite their huge potential, electronic bills of lading as a concept still have several disadvantages and are still facing major issues regarding the basic functionality of international business.

Keywords: bill of lading, bill of lading functions, parts of B/L, B/L types, electronic bills of lading.

SAŽETAK

Predmet ovog završnog rada je teretnica. To je jedna od najbitnijih prijevoznih isprava. Ovaj dokument ima mnogo različitih funkcija i ovisno o vrsti teretnice koja se spominje, te se funkcije mogu razlikovati i mijenjati. Teretnica se sastoji od različitih dijelova koji sadrže sve potrebne informacije o teretu. Hague-Visby Pravila su bitan skup pravila za međunarodno pomorsko poslovanje. Ovaj rad spominje 22 vrste teretnica, od kojih svaka služi različitoj svrsi, u određenoj situaciji. Elektroničke teretnice nisu novi koncept, ali u posljednje vrijeme postaju sve istaknutije. Svjetski poznate tvrtke i organizacije usmjerene su poboljšanju svojih E-bill sustava i aktivno provode integraciju elektroničkih teretnica u sve grane prijevoza. Unatoč njihovom ogromnom potencijalu, elektroničke teretnice kao koncept još uvijek imaju mnogo nedostataka i suočavaju se s velikim problemima osnovne funkcionalnosti u međunarodnom poslovanju.

Ključne riječi: teretnica, funkcije teretnice, dijelovi teretnice, vrste teretnica, elektroničke teretnice.

CONTENT

1. INTRODUCTION

2. BILL OF LADING (B/L)

2.1. HISTORY OF THE BILL OF LADING

2.2. FUNCTIONS OF A BILL OF LADING

2.2.1. Evidence of contract

2.2.2. Receipt of the goods

2.2.3. Document of title

2.2.4. Quasi-negotiable instrument

2.3. COMPONENTS OF A BILL OF LADING

3. HAGUE / HAGUE VISBY RULES

3.1. CARGO CLAIMANT'S RIGHTS AND LIABILITIES

4. TYPES OF BILL OF LADING

4.1. ORIGINAL BILL OF LADING

4.2. STRAIGHT BILL OF LADING

4.3. BLANK BILL OF LADING

4.4. HOUSE BILL OF LADING

4.5. MASTER BILL OF LADING

4.6. SURRENDER BILL OF LADING

4.7. OCEAN BILL OF LADING

4.8. CLEAN BILL OF LADING

4.9. THROUGH BILL OF LADING

4.10. SWITCH BILL OF LADING

4.11. ORDER BILL OF LADING

4.12. CHARTER PARTY BILL OF LADING

4.13. MULTIMODAL BILL OF LADING

4.14. CLAUSED BILL OF LADING

4.15. LINER BILL OF LADING

4.16. INLAND BILL OF LADING

4.17. DIRECT BILL OF LADING

4.18. BEARER BILL OF LADING

4.19. RECEIVED BILL OF LADING

4.20. SHIPPED BILL OF LADING

4.21. OPEN BILL OF LADING

4.22. STALE BILL OF LADING

5. ELECTRONIC BILL OF LADING

5.1. INTRODUCTION

5.2. E-BILL SYSTEMS

5.2.1. BOLERO

5.3. BIMCO

5.4. ADVANTAGES AND DISADVANTAGES OF PAPER BILLS OF
LADING

5.5. ADVANTAGES AND DISADVANTAGES OF ELECTRONIC BILLS OF
LADING

6. CONCLUSION

REFERENCES

TABLE OF FIGURES

LIST OF ABBREVIATIONS

LIST OF MAIN/KEY B/L PHRASES

1. INTRODUCTION

This thesis explains what a bill of lading is, what purpose it serves, what it contains, what parties are involved, and how the first bill of lading started being used back in the sixteenth century.

A B/L has three main functions but those are not the only significant ones. Bill of lading contains all the important information about the cargo like the name of the shipper, consignee, point of origin, date of shipment, carrier, destination, route, etc.

When it comes to carrier's and shipper's duties according to law there exists a set of international rules for the global carriage of goods by sea called the Hague-Visby Rules.

The bill of lading is one of the most important shipping documents, if not the most crucial. It generally changes hands several times during the import and export procedures.

The status and nature of the B/L may vary during this process. Because of the complexity of the supply chain in modern transport, shipment paperwork can be provided or received by a large number of parties.

Because of the use of so many different types of B/Ls in most parts of the world, additional labels have been added to the B/L to accommodate easier understanding and tracking of different aspects of the bill. This is the reason why some bills of lading have an additional label in their name.

Electronic bills of lading enable the digital transfer of title, maintaining all normal functions of an average paper B/L while enhancing speed, and efficiency, and lowering risks of delay. While they provide some very attractive improvements, their development still faces some significant hurdles.

2. BILL OF LADING (B/L)

A Bill of Lading (B/L) is a multipurpose document that is issued by a carrier, and by which he confirms the receipt of the cargo for transport in the exact quantity specified on the B/L. It also proves the shipment and delivery of cargo and the current ownership of the goods. It outlines the terms of the shipment contract between the parties involved and it is used in all types of transportation but it is most often used for sea freight. B/L also serves many other purposes that almost always depend on the type of bill mentioned. This variation can be caused by different types of cargo, vessels, unusual terms of contract between parties, requirements for certain parts of the transportation process, etc.

| SHIP FROM | | SHIP TO | | THIRD PARTY FREIGHT CHARGES BILL TO: | | CUSTOMER ORDER INFORMATION | | CARRIER INFORMATION | | |
|---|---------|--|----------|--|----------|--|--------|---------------------|-----------------------|--|
| HANDLING UNIT | PACKAGE | WEIGHT | H.M. (X) | COMMODITY DESCRIPTION | LTL ONLY | | | | | |
| QTY | TYPE | QTY | TYPE | WEIGHT | H.M. (X) | Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 204 of NMFC Item 200 | NMFC # | CLASS | | |
| | | | | | | | | | RECEIVING STAMP SPACE | |
| GRAND TOTAL | | | | | | | | | | |
| Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: *The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____. | | | | | | COD Amount: \$ _____ Fee Terms: Collect: <input type="checkbox"/> Prepaid: <input type="checkbox"/> Customer check acceptable: <input type="checkbox"/> | | | | |
| NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. = 14706(c)(1)(A) and (B). RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. | | | | | | The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. Shipper Signature _____ | | | | |
| SHIPPER SIGNATURE / DATE <small>This is to certify that the above named materials are properly classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the DOT.</small> | | Trailer Loaded: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver | | Freight Counted: <input type="checkbox"/> By Shipper <input type="checkbox"/> By Driver/pallets said to contain <input type="checkbox"/> By Driver/Pieces | | CARRIER SIGNATURE / PICKUP DATE <small>Carrier acknowledges receipt of packages and required documents. Carrier certifies emergency response information was made available and/or carrier has the DOT emergency response guidelines or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.</small> | | | | |

Figure 1- Example of a straight bill of lading ^[1]

Source: <https://www.investopedia.com/terms/b/billoflading.asp>

2.1. HISTORY OF THE BILL OF LADING

B/Ls began being used frequently in the sixteenth century. They were not of legal importance until then. Most of them simply mentioned the number of packages or bales transported. Only a handful of those bills mentioned the condition of the cargo.

Such mentions were mostly found in B/L for cargo shipped from countries located in Southwestern Europe.

An excellent example would be an old B/L from the early sixteenth century that was issued in Spain, which contained the following statement: “122 bags of allam whiche goyte for tonne pype markyd with the marke in the margent to be delyveryd well condyshioned in the ryver of Themys.”¹ Aside from the obvious difference in wording, there simply is not any valuable or specific information about the cargo.

As years passed, the statements of the condition of cargo were becoming more and more specific because this change was necessary and demanded by the authorities.

By the beginning of the nineteenth century, merchants had established several principles governing bills of lading. The marine laws of the Sun King of France Louis XIV made the master “answerable for all the goods loaded aboard his ship, which he shall be obliged to deliver according to the bills of lading.”²

After these big changes, all B/Ls had to contain information about the quantity, quality, and marks on the packaging of the cargo.

Throughout the nineteenth century, the laws regarding the bill of lading and its carrier continued to change and new clauses were continuously added. During this period the maritime traffic was ruled by American and English shippers.

This information can be found in a paper called History and Development of the Bill of Lading, written by Daniel E. Murray ^[8]

In the beginning, the court decisions favoured the third-party consignee and the master’s liability for the cargo’s condition was unfair.

Of course, over several decades these issues were solved and all parties were eventually held accountable fairly.

The laws and legislations in British and American courts were very similar in that period.

¹ Daniel E. Murray, History and Development of the Bill of Lading, 37 U. Miami L. Rev. 689 (1983), page 4

² Daniel E. Murray, History and Development of the Bill of Lading, 37 U. Miami L. Rev. 689 (1983), page 4

1

UNIFORM STRAIGHT BILL OF LADING

Original - Not Negotiable

Shipper's No. _____

Agent's No. _____

THE ALASKA RAILROAD

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

At ANCHORAGE, ALASKA 6-15 19 62

From John Horning

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to John A. Horning

Destination 20 Mile Post 220 State of Alaska County of _____

Route _____

Delivering Carrier _____ Car Initial _____ Car No. _____

| No. Packages | DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS | *WEIGHT (Subject to Correction) | Class or Rate | Check Column |
|--------------|--|---------------------------------|---------------|--------------|
| 18 | bbls used lumber | 1075 | 4 | |
| 1 | bbl Peat oil | 375 | 4 | |
| 1 | Co Motor oil | 58 | 4 | |
| 1 | Car machine oil | 40 | 4 | |
| 1 | box Sander | 73 | 4 | |
| 5 | Mty oil bbls | 160 | 4 | |
| | | <u>1781</u> | | |

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.) _____

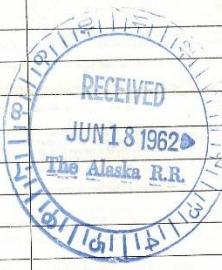
If charges are to be prepaid, write or stamp here, "To be Prepaid." T/P

Received \$ 1745 to apply in prepayment of the charges on the property described hereon.

Agent or Cashier. _____

Per. _____ (The signature here acknowledges only the amount prepaid.)

Charges Advanced: \$ _____



1781 X 98 1745

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____

Per John A. Horning Shipper. Per [Signature] Agent

Permanent post-office address of shipper _____

"DEPENDABLE, ECONOMICAL, YEAR-ROUND SERVICE"

ARR-225

Figure 2- Bill of lading specimen from 1962. [2]

Source: <https://www.alaskarails.org/historical/lading/EPSON001.jpg>

2.2. FUNCTIONS OF A BILL OF LADING

Bill of Lading (B/L) has three main functions: firstly it works as evidence of the terms of the contract, secondly as a receipt of the goods shipped containing all necessary information, and thirdly as a document of title that gives ownership of the goods to its current wielder.

2.2.1. Evidence of Contract

B/L is evidence of the terms and conditions written on a contract between two parties, those usually being the shipper and the carrier. While the B/L proves the contract of carriage, it is not the actual contract of carriage itself which means that if the goods get damaged before a B/L is issued, the shipper has the rightful claim under their contract. There is a case in which the issued B/L is a genuine contract of carriage and that is the contract between a consignee and a carrier. This bill is called the Ocean bill of lading.

2.2.2. Receipt of the goods

B/L also serves as a receipt for the cargo being shipped. It includes details such as the type and quantity of goods, date, signatures, information about the buyer and seller, packaging, weight, and size, etc. This information is very important to all parties but especially to the consignee as it proves to him that the shipper has handed the goods to the carrier.

“English law incorporates the Hague-Visby Rules by the Carriage of Goods by Sea Act 1924. Article III Rule IV of the HVR provides that the figures on the bill of lading will be conclusive evidence between the carrier and a third-party receiver (who has transferred the bill of lading in good faith).”³

That is why it is important for the owner that the bills of lading are issued to describe the goods as accurately as possible when received on board the vessel.

³The West of England Ship Owners Mutual Insurance Association- Claims Guides, page 1

2.2.3. Document of title

Depending on the type of B/L, it can serve as a document of title to different parties that are involved in the shipping process or a single document carrier. This flexibility is especially important in international business and can be used in commercial transactions and to claim goods upon arrival.

One of the reasons why the B/L is so important and used so often is that it has multiple functions that each fulfill the same role of another document whose role is much simpler at its core. Examples of this would be air waybills, sea waybills, or warehouse receipts.

Having the title of goods implies ownership of the goods and the legal right to possess and control them. This ownership can be transferred by trading, inheriting, or gifting a certain subject.

The transfer of title of goods can occur in various ways, depending on the legal and contractual arrangements. Most often practices are the sale and auction of goods, different lease agreements, and agreements for the delivery of goods.

2.2.4. Quasi-negotiable instrument

Although not one of its main functions, a bill of lading can be and is quite often a quasi-negotiable instrument. A quasi-negotiable instrument is an instrument that is transferable by endorsement or delivery, but the transferee does not get a different or better title than that of the transferor.

The main reason why it has this function is its status as a document of title which means that whoever carries the B/L is legally in possession of the cargo and throughout the transport process the cargo changes carriers, therefore the B/L also has to change hands for the business to be legal and everything accounted for.

Quasi-negotiable instruments share some characteristics with completely negotiable instruments but have restrictions that stop them from being classified as negotiable.

Some other examples of such an instrument in the transport business are dock warrants, bank drafts, state bonds, traveller's checks, carrier's receipts, railway receipts, etc.

A straight B/L is a type of bill that is non-negotiable.

2.3. COMPONENTS OF A BILL OF LADING

A standard bill of lading contains the date, shipper and carrier number, shipper's and consignee's name, address, city information, information about the freight charges bill and freight charge terms, carrier's name, carriers, and B/L numbers and Standard Carrier Alpha Code (SCAC) number. The customer order information part contains the order number, information about weight, pallets, and additional shipper info. Different types of B/L may require a different bar-coded sticker.

The carrier information part contains the quantity and type of handling unit and package, weight and column for hazardous materials (H.M), commodity description, and columns for less-than-truckload (LTL) shipments.

Finally, below the carrier information, there are signature spaces and cost on delivery (COD) amount and payment terms.

Usually at the bottom of a B/L, there are written necessary notes about the rights and liabilities of the shipper and carrier.

B/L may also contain additional remarks or notations related to the shipment depending on the state of the goods transported.

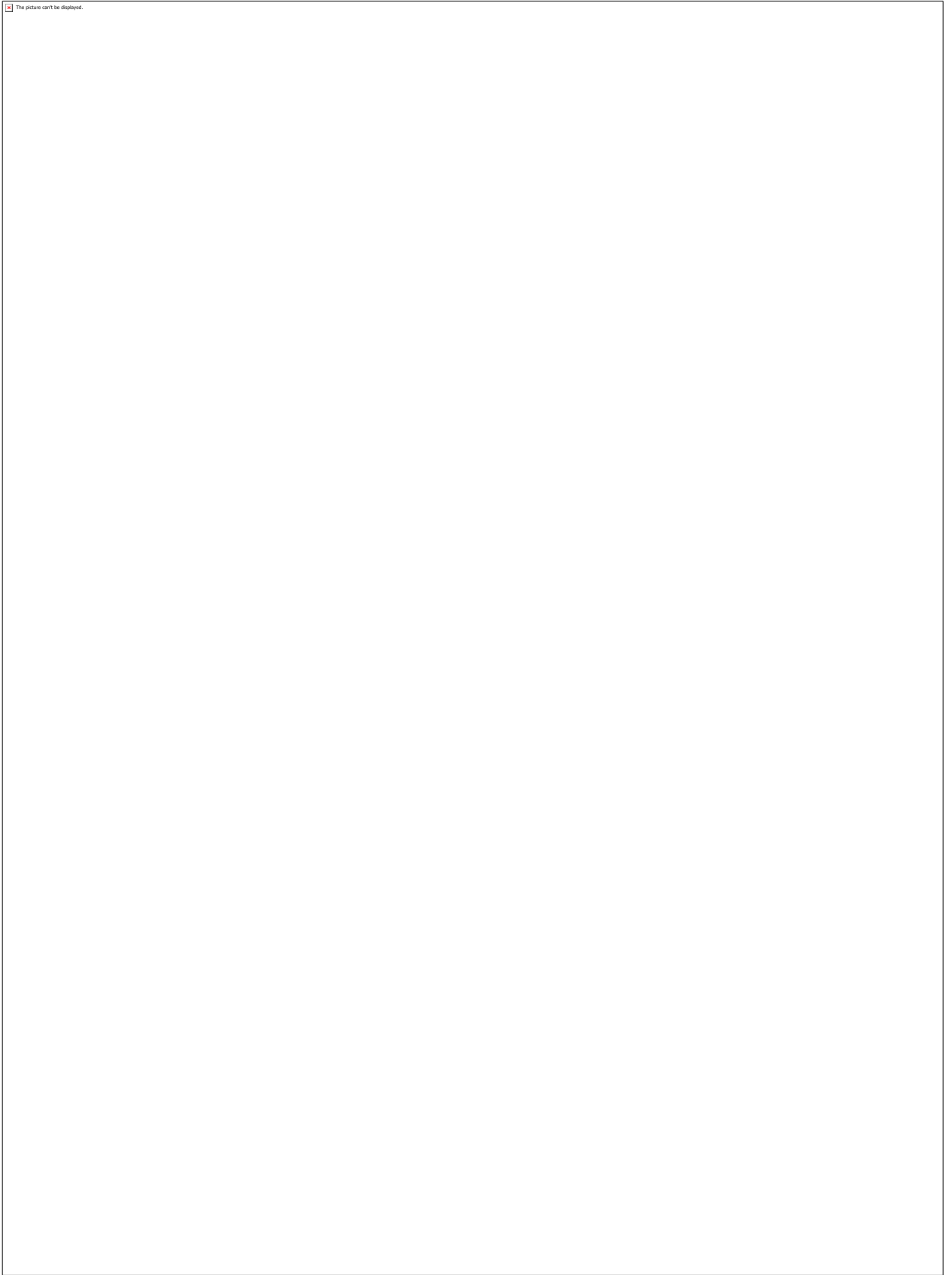


Figure 3- Standard bill of lading ^[3]

Source: <https://www.investopedia.com/terms/b/billoflading.asp>

3. HAGUE/HAGUE VISBY RULES

Hague rules are a set of international rules for the international carriage of goods by sea and are closely related to B/L. The Hague and Hague Visby Rules are quite similar with two main differences, The Hague Rules were incorporated in 1924 and the Hague Visby Rules are a 1968 updated version of Hague Rules.

The second and biggest difference is the fact that in the earlier version, the rules were slightly in favour of shippers because they had fewer duties than carriers, and the carriers had much more liability.

As of this moment, 72 countries have ratified Hague rules and just 21 countries have ratified Hague Visby rules. Croatia ratified them both. These rules consist of 10 articles that each carefully explain one main component of statutes in regards to the cargo, the shipper's and carrier's duties, their liabilities and claims, and the information about issuing the bill of lading.

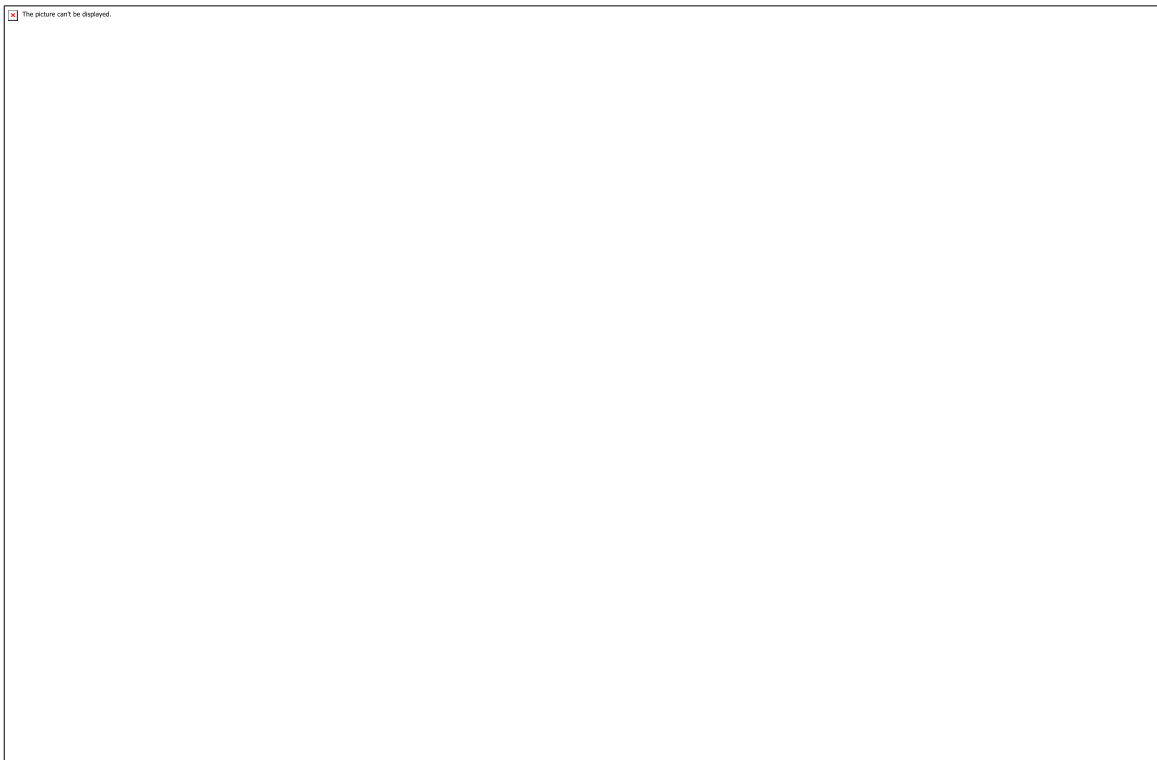


Figure 4 – Incorporation of rules into a B/L ^[4]

Source: <https://www.stricklandshippingguide.com/5-hague-and-hague-visby-rules>

3.1. Cargo Claimants rights and liabilities

Cargo claimants are legal entities who have a legitimate interest in the shipment of goods and believe that they have suffered loss or damage to the cargo during transportation. Their rights and liabilities are always stated in the terms and conditions of the contract of carriage.

Cargo claimants have the right to inspect the cargo upon its arrival to assess if anything bad has happened to their assets. If the goods are lost or flawed in any way, the claimant has the right to claim reimbursement against the responsible party.

Claimants also have the right to be informed about their shipment at various points during the voyage.

Another important right present is the right to contest any carrier or insurer's findings that their claim was unfairly denied or under-compensated. If their dispute cannot be resolved, the claimants have the right to take legal action against the responsible party, such as filing a lawsuit to recover their financial losses.

Cargo claimants also have liabilities such as an obligation to provide the carrier with a timely notice of any loss or damage. A specified timeframe is always necessary to make a successful claim.

Appropriate documents have to be offered for the claim, including proof of the exact condition of the cargo at the time of shipment, the B/L, and any reports or surveys that were conducted.

Generally, claimants are legally bound by the terms of the contract of carriage and this can be very restricting when it comes to their rights because many international conferences, such as Hague-Visby Rules, include sections that limit the carrier's liability.

Also, third-party claimants are forbidden almost globally, so claims can be made only by the direct participants of the legal dispute.

4. TYPES OF BILL OF LADING

A B/L is a document that has a bit of complexity because it is frequently transferred between parties during import and export processes, changing the B/L's intended function and scope.

The supply chain's complexity means that various parties may issue or receive the shipment paperwork. For the transportation procedure to go well, the issuer and receiver of the bill of lading may also need to change to better suit certain circumstances.

As a result of this inevitable change in the transport process in the modern age that could potentially confuse some participants of the process, a need to express and label different B/L differently arose. This is the reason why new terminology was created for all these distinct "types" of B/L. A catalog of B/Ls will be listed below that was inspired by an article explaining different types of bills made by a logistics provider called TOP Logistics. The source of the content can be found in references. [16]

4.1. Original bill of lading

The Original B/L always comes in sets of 3 in case the first version is lost or damaged, but sometimes this number can be even greater. The shipper has to send an original B/L to the consignee when the goods leave the port of loading.

The "Original" copy of the B/L is the primary and most important one. It is often required for the release of the goods at the destination port. The other copies are mostly used for different purposes like banking, customs clearance, and registration. Usually, the second copy is sent to the consignee and the third copy is kept by a third party.

Its structure and role are very similar to the standard version of B/L, it fulfills all of its main functions and is also a quasi-negotiable instrument. The reason why 3 copies are always made is because they are always required by the consignee, the consignor, and the carrier.

4.2. Straight bill of lading

A Straight bill of lading is a commonly used non-negotiable B/L. In the case of the Straight B/L, the cargo is always consigned to a certain party, meaning it goes directly to the consignee. The goods are always shipped to the party whose name is already written on the B/L, and transfer or endorsement of this bill to another party without the shipper's permission is not possible.

It is non-negotiable because the title of ownership transfer is out of the question since it is stated that the goods must be delivered specifically to that one consignee directly. This is often a specific long-term product buyer.

Since the consignee's name is stated on paper, both parties cannot simply change the name of the object or transfer ownership during the transit process without amending the B/L.

The cargo is supposed to be delivered directly to the consignee without any additional instructions or endorsements. This basic type of cargo transit makes the customs clearance procedure much easier and faster.

Their straightforwardness provides a certain level of security and makes them less prone to fraudulent actions.

Straight B/L is often used in long-term contracts of business partners who have a high degree of trust in each other. They are commonly used in domestic shipments and the shipper is already familiar with all the important information about the consignee.

4.3. Blank bill of lading

A Blank B/L is a type of bill of lading that lacks information about the cargo being shipped, the consignee, and other major parts like the description and quantity of the goods, notes about rights and liabilities, etc. Instead, it serves as an empty form that can be filled out with certain details when a shipment is ready. Blank B/Ls are typically provided by carriers or shipping companies and come in various formats, including printed forms or electronic templates.

A Blank B/L is essentially a pre-printed form that includes just standard clauses, terms, and conditions required for shipping. However, it lacks specific information about a particular shipment.

Once the shipper has filled out the Blank B/L with the required information, it becomes a legally valid contract between the parties involved, defining the necessary conditions of the transit in question. Blank B/L becomes legally valid only when all the necessary fields have been filled in.

This type is very flexible because it can be adapted to various types of shipments and transportation modes. It can be used for all types of shipments, depending on the requests of the parties.

While Blank B/Ls do provide flexibility, they must be filled in accurately to avoid complications during the transportation and delivery and that way stop the development of possible disputes. The shipper's and carrier's responsibilities include ensuring that all required information is correctly filled in, and the document is signed as needed. Failure to do so can lead to disputes, loss of valuable resources, and possible financial harm.

4.4. House bill of lading (HBL)

House B/L is a special bill because its main function is that of a receipt for the cargo. It is issued by an agent or a non-vessel operating company while MBL is issued by the carrier to a shipper or agent, and that is the main difference between the HBL and Master B/L (MBL).


“A HBL is created by an ocean transport intermediary (OTI), which is either a freight forwarder or non-vessel operating common carrier (NVOCC), according to the Federal Maritime Commission of America.”⁴

It is used when multiple shippers often with smaller quantities of goods want to integrate all of their shipments into a single container or cargo space. Each shipper is given a House bill of lading for their part of the integrated shipment.

Each House B/L issued to different shippers will include specific features about their shipments, like the shippers and consignee's information, description and quantity of goods, weight, volume, and any special instructions that could be needed. As expected it is also used for customs clearance and other administrative reasons at the destination. It is used to identify which portion of the consolidated shipment belongs to which shipper.

⁴Top Logistics-official website

SAMPLE HOUSE BILL OF LADING

| | | | | |
|---|--|---|-------------------------------|---|
| Shipper: FREIGHT FORWARDER QUOTE ONLINE USA 601 South Figueroa Street 4050 Angeles, CA 90017 | | BILL OF LADING ORIGINAL ORIGIN BILL OF LADING | | Bill Lading Number S00158002 |
| Consignee (if "To Order" so indicate): FREIGHT FORWARDER QUOTE ONLINE AUSTRALIA LVL 2, 44 Market Street NSW 2000 | | Sydney | |  <p>Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding. The particulars given below as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. IN WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void, if required by the Carrier. One (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.</p> |
| Notify party (No claim shall attach for failure to notify): FREIGHT FORWARDER QUOTE ONLINE AUSTRALIA LVL 2, 44 Market Street NSW 2000 | | Sydney | | |
| Vessel: ANL BINDAREE / 4355 | | Port of Loading: CHICAGO, UNITED STATES | | |
| Port of Discharge: SYDNEY, AUSTRALIA | | Destination (if on-carriage): SYDNEY, AUSTRALIA | | Excess Value Declaration: Refer to Clause 1 (c) + (d) on reverse side |
| Freight Payable at: SYDNEY, AUSTRALIA | | No. of Originals: 0 (ZERO) | | |
| Marks and Numbers: FFQO P/NO 1 - 3 | | Number and Kind of packages / Description of Goods: 3 pallet(s) TOYS | | Gross Weight: 2073.846 KG |
| | | | | Measurement: 5.171 M3 |
| Container seals: PSCU8100309 4411711 FREIGHT PREPAID ORIGINAL BILL REQUIRED | | Type: 20GP | weight: 2073.846 KG | Volume: 5.171 M3 |
| | | | | Packages mode: 3 FLT CFS/CFS |

SAMPLE ONLY

| | | | |
|--|--|--|--|
| INCOTERMS: CFR | | Consol ref: C00001528 SHIPPED ON BOARD | |
| Bill of Lading must be surrendered to: FREIGHT FORWARDER QUOTE ONLINE LEVEL 2 RIVERSIDE QUAY, 1 SOUTHWALK BOULEVARD SOUTHWALK VIC 3006 AUSTRALIA Phone: 1300651233 | | Freight Details, Charges, etc. | |
| Place and Date of issue: CHICAGO, UNITED STATES | | 23-Jun-15 | |
| AS CARRIER | | | |
| Place of Receipt: CHICAGO, UNITED STATES | | Place of Delivery: SYDNEY, AUSTRALIA | |
| LAW AND JURISDICTION CLAUSE The Contract evidenced by or contained in this Bill of Lading shall be governed by Australian law and any claim or dispute arising hereunder or in connection herewith shall (without prejudice to the Carrier's right to commence proceedings in any other jurisdiction) be subject to the jurisdiction of the Courts of Australia. | | Total No. of Packages (in words): THREE PALLET(S) | |
| <small>FFQO</small> | | <small>Note:</small> The Merchant's attention is called to the fact that according to Clauses 10, 11 and 12 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in the respect of loss of or damage to the goods and delay. | |



Figure 5 – House bill of lading [5]

Source: <https://www.freightforwarderquoteonline.com/news/bill-of-lading-101/>

4.5. Master bill of lading (MBL)

A Master bill of lading (MBL) is a B/L that performs all of its primary duties and, most importantly serves as a contract between the shipper and the carrier of the goods. A carrier or its agent issues the MBL. It is usually issued only when the carrier has already accepted the goods for shipment, and it is used to document the whole shipment in a container or cargo area.

Unlike a House Bill of Lading (HBL), which covers only a portion of consolidated cargo owned by the shipper, the MBL covers the entire container or shipment. It gives an overview of all the goods loaded on board the vessel. Unlike House B/L, which can be negotiable or non-negotiable depending on the type of contract, the MBL is usually non-negotiable. It cannot be transferred to third parties or used as a document of title.

The MBL often uses "house-to-house" freight transit, in which cargo is transported from the shipper's location to the final destination, and that entire process is organized and overseen by the same company.

4.6. Surrender bill of lading

A Surrender B/L is a document that needs to be delivered to another party, aside from the actual consignee, often physical delivery of the original B/L is not necessary. This type of bill is often used when the consignee wishes to sell their goods to another party.

The first step is that the shipper issues an Original B/L, which states the consignee's name, number, and details, among other important shipping information, and at some point during the transportation of the goods, the consignee may decide to change the recipient of the goods. This could happen for different reasons, such as a sale of the goods to another party, a change of the initial business agreement, or the reason could simply be logistical.

To effect this change in recipient, the consignee has to contact the shipper or its agent and request the issuance of a Surrender B/L. Sometimes a Surrender B/L is automatically issued when the Original B/L is surrendered to the carrier's agent. In some cases, a Surrender B/L may be required at some point, as a part of a financial transaction process

During the usage of the surrender B/L, the Original B/L is endorsed so there is proof of transfer of ownership. Parties involved in the transfer should ensure that the change in consignee is accurately documented and that everything is legally valid and by the law.

4.7. Ocean bill of lading

Ocean B/L is a bill that mainly serves as a carrier's receipt which proves that the cargo has been consigned to him by the shipper, the main difference between this type of B/L and others is that this bill is often used in long international maritime voyages. It's an actual contract of carriage between the shipper and the carrier but it also takes the role of being an invoice. Different forms of ocean B/L can make it either negotiable or non-negotiable, depending on the shipper's wishes.

4.8. Clean bill of lading

A Clean bill of lading is a type of B/L issued by a carrier when the goods have been received and loaded onto a vessel in apparent good condition, without any visible damage or deformation. A Clean bill proves that the cargo has been received in the exact condition that is described in the B/L, and that implies that the carrier acknowledges that the goods were in proper condition at the time of shipment. This type of document is very beneficial to both parties as it protects their assets.

If the packing or cargo is visibly damaged, the carrier must issue the inverse of a Clean B/L, which is known as a Claused B/L but it can also be called dirty, foul, or soiled. This categorization signals that the cargo is out of order and something caused a decrease in the value of the goods.

Any changes in the cargo's state must be immediately noted as it is unacceptable to keep false information on the B/L at any given time. A mistake like this could cause a successful claim.

Clean B/Ls are important because they assure all parties involved that the goods were received in apparent good order and condition. However, this doesn't absolve the carrier of its liability for any hidden damage or other issues discovered later during the shipment. Therefore, inspection at the time of loading remains a must and probably always will.

4.9. Through bill of lading

Through bill of lading is quite similar to some other B/Ls that were mentioned earlier as its primary role is that of a receipt of the goods while also being a contract between a shipper and a carrier. It is used both internationally and domestically. What makes this bill stand out is the fact that it is commonly used in trips that involve different modes of transit.

Through B/Ls are used when goods need to travel in multiple modes, like sea, rail, roads, and/or air, for logistical reasons. This enables efficient cargo movement across different geographical regions in an expected timeframe.

It always serves as a single, most important document that covers the whole voyage, from the point of origin to the final destination. The need for separate B/Ls for each mode of transport is eliminated and it also specifies the responsibilities and liabilities of each carrier involved in the transportation chain. This elimination is a huge reduction of resource expenses considering that it saves a lot of time, which is essential in a successful transport business. It outlines which carrier is responsible for the cargo at their respective stage of the voyage.

Today these B/Ls are more common in international than in domestic trade. They make the logistics process more organized, reduce administrative costs, and ensure that goods are moved in the most efficient way possible from the point of origin to the final destination, often across long distances and international borders.

4.10. Switch bill of lading

A Switch B/L is a specialized type of bill that can be requested by multiple parties like consignor, agent, and consignee. Switch B/Ls are typically used to accommodate changes in the supply chain or the ownership of goods during transport.

Initially, the shipper or exporter issues an Original B/L with specific details about the shipment, including the consignee's name and address, and at some point during the shipment's transit, the shipper or another party involved in the transaction may decide to change the consignee's details. This change can happen due to various reasons, such as a change in the buyer, a change in the destination, or a decision to sell the goods while they are in the middle of transit. The shipper issues the Switch bill of lading when a consignee or certain cargo information needs to be changed permanently. This new B/L reflects that updated information.

When the goods arrive at the port of discharge, the new consignee presents the Switch B/L to the carrier or its agent to take possession of the cargo. The Switch B/L authorizes the release of the goods to the new consignee and holds the same power that the original bill had.

It's important to mention that the use of Switch B/L may vary depending on practices used by undefined parties, local regulations, and the specified terms of the transaction. Some carriers may even completely reject the use of Switch B/L while others may protect themselves by adding specified terms on their contract.

4.11. Order bill of lading

An Order B/L is a type of B/L that is used when the shipment is already moving but wasn't paid for, so in a way, this document acts as a replacement for future payment. Contrary to a Straight B/L, which already has a specific consignee and is non-negotiable, an Order B/L is a negotiable instrument which means that it can be transferred or endorsed to another party, granting them the same rights.

To transfer the rights to the goods, the current holder endorses the B/L by signing it from the back. This endorsed B/L can then be given to the new consignee or another party. The act of endorsing and transferring the B/L is often used in international trades and as a means of payment. Some banks may require that the Order B/L is provided as a condition for payment, which provides security to the seller and assurance to the buyer that the goods will be released to the right party.

The negotiability of an Order B/L can introduce risks, as it is important to know the document's location and care about the possibility of unauthorized transfers. The loss of an endorsed Order B/L can lead to complications that can cause financial problems.

4.12. Charter Party bill of lading (CPBL)

As the name suggests, this B/L is used explicitly on charter party voyages. A charter party is an agreement between the owner of a vessel and the party hiring the vessel for carriage of cargo. In such agreements, a Charter Party B/L is often used to document the shipment of goods.

These agreements are usually negotiated contracts that state the terms and conditions of the charter, including details about the vessel, the responsibilities of each party, and the voyage itself. These agreements must be shaped to the specific needs of the parties involved.

It's important to note that the use of Charter party B/L is specific to charter party agreements, which are almost always more complex than standard shipping contracts. These arrangements involve detailed negotiations and may be used for various types of vessels such as bulk carriers, tankers, and container ships.

4.13. Multimodal bill of lading

Multimodal B/L is very similar to Through B/L. The key difference is the fact that the multimodal B/L requires the usage of more than two modes of transit, while the Through B/L mostly uses the sea as the primary mode of transit and is more flexible in that regard. It is used when cargo is moved through a combination of transportation modes and this is necessary since international shipping is very common in this day and age because goods are often moved across different geographical regions far apart.

When the cargo reaches one of the transfer points of its journey, the responsibility for the goods is transferred from one carrier to another, as it is stated in the B/L. Multimodal B/Ls offer flexibility in routing, allowing carriers to choose the cheapest and most efficient transportation routes and modes based on pure logistical factors.

4.14. Claused bill of lading

A B/L that suggests that something is wrong with the condition, quantity, and/or other aspects of the cargo being transported. In these situations, the party with the most possible issues would be the importer of the goods since it's hard to prove what happened, and where and when exactly this event took place. Issuing the Claused B/L and acknowledging the issues does not necessarily absolve the carrier of liability, rather, it simply serves as evidence that the issue existed at some point. These notations and remarks could include descriptions of damage, shortages, overages, discrepancies in packaging, or other concerns.

It is crucial that the notations on a Claused B/L accurately reflect the actual condition of the packaging or the cargo in question. Inaccurate or ambiguous notations can lead to disputes and claims.

4.15. Liner bill of lading

Liner B/Ls are issued by liner shipping companies, which operate scheduled services and routes between specific ports. Liner companies provide regular and frequent sailings, making them a common choice for shippers of containerized cargo.

It provides essential information about the cargo in the containers, information about the vessel, route, and parties involved in the shipment. Liner B/Ls are widely used in international trade and are essential for the maritime business as most of the cargo transported by sea is transported in containers, excluding the oil and gas fuels and their derivatives, so naturally, a lot of parties are involved directly, and indirectly.

4.16. Inland bill of lading

A B/L that retains all of the basic B/L functions but is used specifically on land transport. Typically used in a single country but it is not limited nationally as it can be used regionally as well. Unlike an Ocean B/L, which is used for the transportation of goods by sea, an Inland B/L is used for the movement of goods by land, and this can be done in a variety of ways such as road and rail transport or even via inland waterways within the boundaries of a country or a specific geographical region and is mostly non-negotiable.

They make the transit process much easier to deal with, providing shippers and consignees with vital information for tracking, receiving, and controlling their shipments. The specific form and contents of an Inland B/Ls may always vary depending on local regulations and different customs clearances.

4.17. Direct bill of lading

A fairly straightforward type of bill that is issued directly to the consignee by the carrier or its agent upon delivery of the cargo. This type of B/L is usually used in a direct contractual relationship between the shipper and the consignee.

Unlike a standard bill, which can be issued to the shipper or a third party and consigned again, a Direct B/L is issued directly to the consignee. It is often used when the party in charge of organizing the cargo is the consignee. A great feature of this bill is that the initial vessel transporting the object of the bill that starts the voyage will also be the one to arrive at the port of discharge.

These B/Ls offer flexibility for business agreements and it is easy for the buyer to claim the cargo directly from the carrier.

4.18. Bearer bill of lading

A Bearer B/L is issued to a person who is supposed to be a bearer, which means it is a negotiable instrument that can be transferred from one party to another by physical delivery and possession of the document. Unlike a named consignee B/L, which specifies a particular recipient, a Bearer B/L does not specify any recipient which means that the flexibility of changing an agreement is greatly increased.

The key feature of a Bearer B/L is its transferability. It can change hands without the need for endorsement or any sort of notification to the carrier. Anyone in the current possession of the document has the right to claim the cargo.

They are often used when goods are intended to be sold, traded, or transferred during transit or at the destination without the need to change the actual B/L, just the bearer.

In modern international trade, they are relatively rare because they present higher security risks and concerns compared to other B/L.

4.19. Received bill of lading

Type of B/L that is provided by a carrier to acknowledge the receipt of goods for shipment but does not represent a commitment to transport those goods. This type of bill is provided when the carrier has the cargo in his possession but the vessel still didn't start the voyage.

Contrary to a basic B/L, which represents a contract between the shipper and the carrier for the transit of goods, a Received B/L does not form a contract of carriage. The carrier merely uses it as a receipt for the shipment.

A Received B/L doesn't indicate that the cargo has been loaded onto a specific vessel or mode of transportation. It is often issued when the cargo is delivered to the carrier's station and is awaiting further instructions about future transport.

4.20. Shipped bill of lading

A specific type of bill of lading used to confirm that the cargo has arrived at the port of loading in apparent good order and condition and is stowed in the vessel ready for transport is called a Shipped B/L. It is important to the shipper as it serves as evidence that the goods have been delivered to the carrier and are in the process of transit.

A Shipped B/L is mainly used in maritime transport and is issued by the carrier to confirm that the cargo has been physically loaded onto the vessel or other transportation mode specified in the B/L. It is an essential document that proves that the shipment has begun.

The biggest difference between this B/L and others is the presence of a notation "shipped on board". This notation is usually written on the left side of the paper and close to it is information about the vessel, names of the ports of loading and discharging, and the date of issuance. It simply serves as a confirmation that the shipment has been stowed on board the vessel.

4.21. Open bill of lading

A B/L that does not already have a consignee defined in its contents after being issued. It can have a notation like "to order" or "blank endorsed," hinting at the possibility that transfer of title is possible as long as the person has the B/L.

Open B/Ls are used when the shipper still hasn't decided who will be the final consignee of the goods so he keeps the position of the final recipient undetermined for as long as he deems necessary. Of course, Open B/Ls carry a higher risk of unauthorized transfer or false claims because of their nature. Therefore, they must be carefully observed so potential sabotage can be prevented.

4.22. Stale bill of lading

Stale B/L is a bill that has arrived at its destination later than the specified and arranged timeframe for both the bill and the vessel containing the object of the bill. The term "stale" means that the B/L is legally outdated or cannot be used in any way. The concept of a stale B/L is primarily related to documentation and may have implications for cargo acceptance and claims.

After its issuance, the Stale B/L has a validity period stated on it. This period is often determined by the terms and conditions agreed upon by the parties involved, regional regulations, and similar factors. Commonly, B/Ls have a validity period in between 21 and 60 days from the day of issuance.

So naturally Stale B/L causes differences between the B/L and the actual, current status or condition of the cargo at the time of shipment. This can cause a lot of problems for the party responsible when the mistake is revealed by an inspection or some other way. Not just because of the potential claims but the party would most likely directly suffer a financial loss, so everyone losses in this scenario.

The consignee may face difficulties in claiming the cargo at the destination if the B/L is stale because carriers won't release the goods from their possession if a valid B/L is not presented to them, so the consignee has to acquire a brand new B/L for his shipment and that is not an easy endeavour and is often quite time-consuming.

5. ELECTRONIC BILLS OF LADING

5.1. Introduction

Because of technological advances in the maritime sector, the necessity to replace old paper documentation is clear today. Most corporate industries have already launched the digitalization route, which is thought to be the best way to improve and deliver higher quality to all logistical facilities and data management in general. Platforms designed to facilitate the management of eB/L called eB/L systems have already surfaced.

The modernization of the shipping business has had a significant impact, especially on the majority of the large corporations that are dedicated to utilizing this technology to be quicker, more effective, and to make fewer errors, which may be fairly frequent because of unavoidable human mistakes.

With the current growth speed of digitalization, the global integration and standardization of the eB/Ls is closer than we think.

On the other hand, there are multiple disadvantages of this technology and this innovation is also facing quite a few challenges such as cybersecurity, questionable data privacy, standardization, and the overall need for broad adoption across the industry.

5.2. E-bill systems

E-bill systems are software solutions or platforms that support the creation, management, and exchange of electronic B/L in the transportation and logistics industry. These systems are designed to replace standard paper bills of lading with digital counterparts, offering several advantages in terms of efficiency, security, and overall transparency.

The International Group of P&I Clubs has formally approved the usage of three E-Bills systems now available on the market: BOLERO, ESS, and E-Title. There are also additional new competitors on the market that are creating brand-new solutions that rely on distributed account book technology.

All users of BOLERO, ESS, and E-title must agree to a multi-party contract before their electronic systems can replicate the rules governing paper bills of lading. A very unfortunate drawback is that if a supply chain member does not use the electronic system, a paper bill must still be produced anyway, so that ruins one of the main advantages of the electronic system.

Many legal entities are hesitant to join up because they are unsure whether some jurisdictions, particularly those that require a high level of formality, would accept E-Bills completely. This implies that, while E-Bills are theoretically accepted in many countries, some consumers are only contemplating their usage in larger, more influential markets.

5.2.1. BOLERO

Bolero is a leading cloud-based platform for the digitization of global trade and the oldest and most recognized E-Bill system with more than 20 years of experience. It provides a solution to needed global trade finance flows and processes of all parties. Using BOLERO APIs (Application Programming Interface), 3rd party applications can manage all eB/L events like eB/L alerts, ownership transfer, adaptation, surrender and switch to paper.

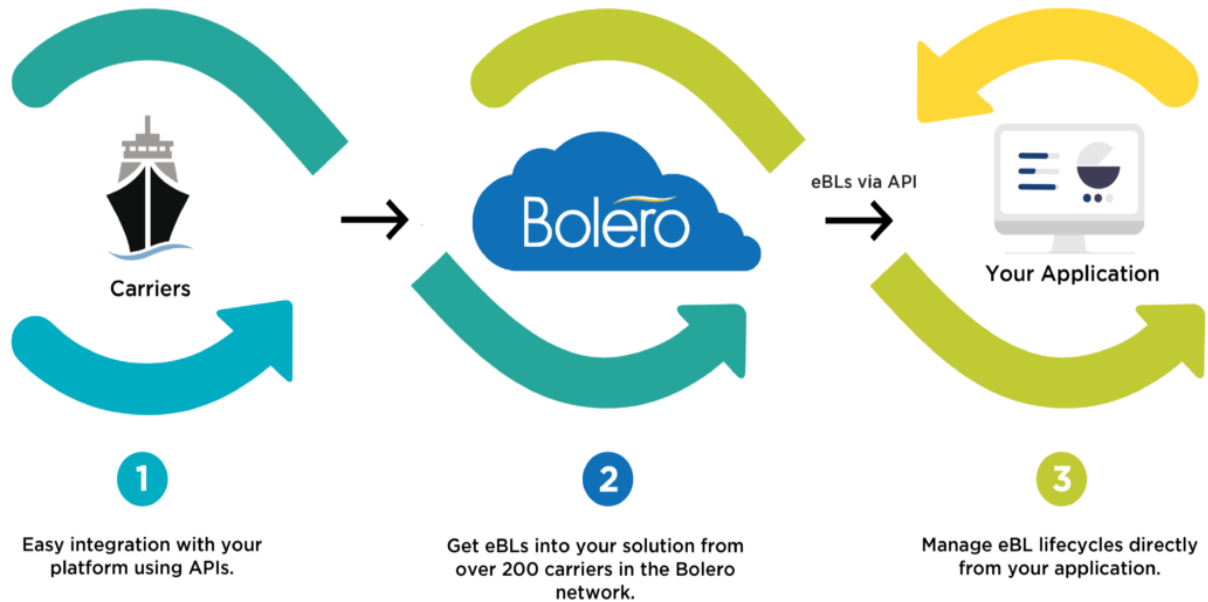


Figure 6- BOLERO eB/L as a service ^[6]

Source: <https://www.bolero.net/bolero-ubl-as-a-service/>

5.3. BIMCO

BIMCO is a leading international shipping association representing shipowners who are actively fighting for the standardization of electronic B/Ls, especially for bulk shipping which was an investment for at least a decade.

Their purpose is to help expedite the digitization process by developing industry-wide standards for electronic B/L that are much needed. This association consists of around 2000 active members that are spread worldwide, residing and having influence in nearly every country on the planet.

One of the reported barriers to broader acceptance of eB/Ls is the inability to move an eB/L from one authorized platform to another. This is a significant issue for banks since shifting from paper B/L to eB/L demands staff training on several platforms. Another requirement is the same digital language, so the first step towards progress is the completion of these requirements.

Development of eB/L is still on BIMCO's list of top priorities which is proven by the operation to stimulate the understanding of electronic bills of lading launched on the 16th of March 2023.

ELECTRONIC BILLS OF LADING

Cutting through delays and reducing risk

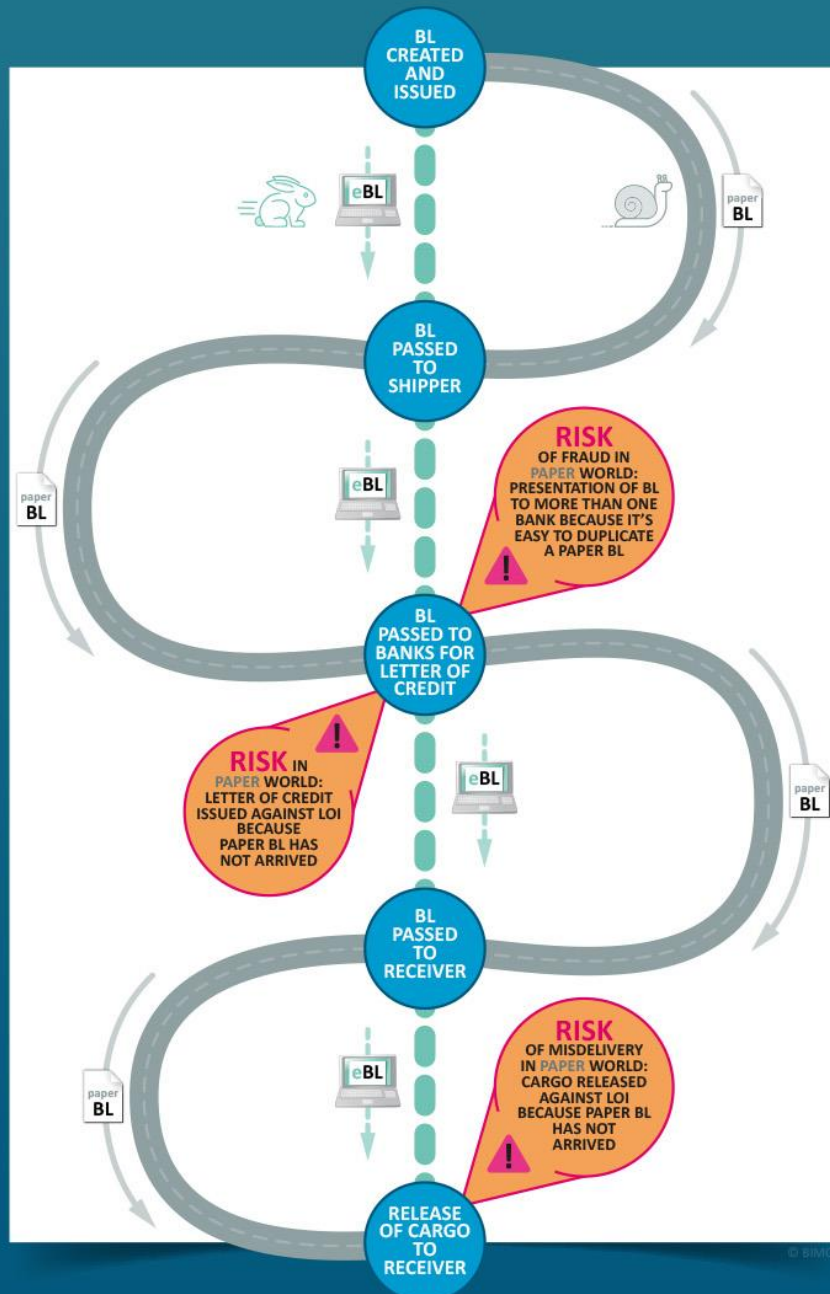


Figure 7- BIMCO B/L digitalisation [7]

Source: <https://www.bimco.org/ships-ports-and-voyage-planning/maritime-digitalisation/ebl>

5.4. Advantages and disadvantages of paper bills of lading

These lists provide information that was gathered by thousands of lawyers across the world, working for Norton Rose. Both the advantages and disadvantages of paper B/Ls and eB/Ls can be found on the official site of a law firm called Norton Rose Fulbright that is mentioned in the references.

Advantages:

- A well-established, standardized system of types of B/L and their properties
- Low technological input is required for the whole process
- No need for operations regarding multiple digital platforms and data transfers
- The legal power of the document is established and recognized worldwide

Disadvantages:

- High executive costs
- Practical issues like the B/L arriving at the port late
- High risk of fraud like forged or switched B/L
- Long time in transit (on average 5 - 10 days)
- Can be stolen or lost
- Agents providing unauthorized information on the B/L

5.5. Advantages and disadvantages of Electronic bills of lading

Advantages:

- The speed of transfer
- Reduction of paper-based administrative costs
- Lower costs of sending, processing, and archiving
- Reduced time and costs spent dealing with errors
- Electronic signatures and PINs reduce the possibility of fraud
- More efficient and quicker freight discharge after the voyage
- Improved cash flow and increased reliability

Disadvantages:

- Difficulties spreading worldwide because of the lack of supportive legislation
- Lack of common standards and interoperability issues
- The system doesn't provide electronic waybill services that perform the functions of a paper waybill
- Questionable authenticity because of lack of manual signature
- High risk of potential cyber-attacks
- Lack of data privacy

6. CONCLUSION

In today's economic growth and transport development, the common paper bill of lading still fulfills its purpose and is a viable option but it is impossible to deny the enormous potential that the electronic bill of lading has. Managing and using all these different types of paper B/Ls can unnecessarily complicate certain parts of the transportation process while B/L digitalization would unquestionably save a lot of time, manpower, and money. BOLERO, ESS, and E-title are actively trying to tap into that potential as the complete worldwide integration of electronic bills of lading could result in hundreds of billions of dollars being saved. There are still quite a few obstacles to overcome but the time is on their side since there is no need to rush this process, as in most countries paper bills of lading are being used and everyone is comfortable and content with them. Leading maritime transport business owners and investors see the future possibilities involving the widespread use of eB/Ls. 9 powerful container lines are already planning to completely adopt eB/L by 2030. I think electronic bills of lading are the future of transport documentation but it will take a few decades for their usage to spread significantly.

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Table of figures

[1] Figure 1 - Example of a straight bill of lading

[2] Figure 2 - Bill of lading specimen from 1962.

[3] Figure 3 - Standard bill of lading

[4] Figure 4 - Incorporation of rules into a B/L

[5] Figure 5 - House bill of lading

[6] Figure 6 - BOLERO eB/L as a service

[7] Figure 7 - BIMCO B/L digitalisation

List of Abbreviations

B/L – Bill of Lading

HVR – Hague-Visby Rules

H.M – Hazardous materials

LTL – Less Than Truckload

COD – Cash on Delivery

D/O – Delivery Order

HBL – House Bill of Lading

OTI – Ocean Transport Intermediary

NVOCC – Non-vessel Operating Common Carrier

MBL – Master Bill of Lading

CPBL – Charter party Bill of Lading

API – Application Programming Interface

eB/L – Electronic Bill of Lading

BIMCO – Baltic and International Maritime Council

List of main/key B/L phrases (Figure 2)

In apparent good order and condition – positive confirmation of the state of cargo at the time it was received

To consignee – the act of transferring something to someone else

Mutually agreed – two or more parties agreed to enter into a contract

Hereunder – according to the terms of this document

Shall be subject to – will be affected by

Prohibited – forbidden by law

Herein contained – a reference to something written on the document

Back hereof – the other side of this document

Hereby – as a result of what I am saying right now

Notification – the act of alerting someone or something

Delivering carrier – a carrier that delivers goods from shippers to consignees

Freight – cargo carried by ship, train, truck, or airplane

Prepaid – paid for in advance

Hereon – from this point on

Charges advanced - transportation service charge passed on by one carrier to another to be collected from the consignee

Permanent – without an expiry date, intended to last indefinitely

Amended – something that has been altered or modified