

It is mutually agreed that:

1. DEFINITIONS

Carrier:	The party on whose behalf this Sea Waybill has been signed.
Container:	Includes any container flat open top open sided container transportable tank or similar article of transport used to consolidate cargo.
Combined Transport:	arises when the Place of Receipt and/or the Final Destination are shown on the face hereof.
Port to Port Shipment:	arises when the Port of Loading and the Port of Discharge only are shown on the face hereof and neither the Place of Receipt nor the Final Destination are stipulated on the face hereof.
Merchant:	shall include the Shipper, Consignee, the Holder of the Bill of Lading the Receiver and the Owner of the goods.
Goods:	shall mean the cargo described on the face of this Bill of Lading.
Interpretation:	Words in the singular shall include where the context admits the plural and vice versa.

2. PARAMOUNT CLAUSE

This Sea Waybill shall have effect subject to any National Legislation as enacted in the country of shipment, being a signatory to the Hague Rules or the Hague-Visby Rules as amended by the Protocol signed at Brussels on the 23rd February 1968 (The Hague-Visby Rules). If any terms of this Sea Waybill shall be repugnant to the said legislation to any extent, such term shall be void to that extent, but not further. If no such National Legislation, as aforesaid, shall be compulsorily applicable the carrier shall be entitled to the benefit of all privileges, rights and immunities contained in the United Kingdom Carriage of Goods by Sea Act 1924 but without prejudice to his right to rely on the terms, conditions and exceptions set out herein notwithstanding that they may confer wider or more beneficial rights, liberties or immunities upon the Carrier than these set out in the said Act.

3. WARRANTY

The Shippers warrants that in agreeing to the terms hereof he is the owner or has the authority of the person owning or entitled to possession of the goods.

4. RESPONSIBILITY

A. PORT TO PORT SHIPMENT

(i) The Carrier's obligations in respect of the goods shall begin when the goods are accepted at the Ocean vessel's rail or at the port of loading and shall continue until the goods are discharged at the Ocean vessel's rail at the port of discharge. The Carrier shall not in any circumstances whatsoever be liable to any loss, damage or delay to the goods (whether or not in his actual or constructive possession) whatsoever caused occurring before they are accepted at the Ocean vessel's rail at the port of loading or after they are discharged at the Ocean vessel's rail at the port of discharge.

(ii) Where incidental to the Port to Port Shipment, prearrange, oncarriage, carriage inland, storage prior to loading or after discharge from the Ocean vessel, loading or unloading of goods into or from containers or the supply of containers are required by the Merchant, the Merchant hereby constitutes the Carrier as his agent with authority to enter into any contract on his behalf and the Carrier shall be under no personal liability whatsoever or howsoever arising as Carrier, bailee or otherwise in connection with the goods.

(iii) Where incidental to the Port to Port shipment, the carrier arranges for prearrange, oncarriage, carriage inland, storage prior to loading or after discharge from the Ocean vessel, loading or unloading of goods into or from containers, or the supply of containers as aforesaid, the carrier shall be entitled to demand from the Merchant the full freight for the entire carriage including the charges incurred by the Carrier as agent or the Merchant. Any such charges shall be deemed freight within the definition of freight.

(v) If notwithstanding the Port to Port shipment nature of the contract, any competent Court of Tribunal shall decide that the Carrier is liable as principal for any prearrange, oncarriage, carriage inland, storage or handling of goods, the Carrier's liability, if any, shall be determined in accordance with the provisions of Clause 4-(ii) (Below Combined Transport)

B.COMBINED TRANSPORT

The carrier shall be responsible for loss or damage to the following extent but no further:

(i) With respect to loss/damage whatsoever occurring within the period of responsibility under clause 4(A) (1) above the liability of the Carrier shall be determined under the aforesaid clause.

(ii) With respect to loss or damage whatsoever occurring outside the period of responsibility referred to under Clause 4(A) (1) above the liability of the Carrier shall be limited to the actual amount recovered by the Carrier in respect of such loss or damage from the party to whom the Carrier has sub-contracted the handling, storage, prearrange or oncarriage of the goods.

(iii) The Carrier without limiting sub-clause (ii) above, shall be relieved of liability for loss or damage, where such loss or damage can be reasonably attributed either in part or in whole to:

(a) wrongful act or omission of the Merchant or the goods.

(b)Inefficiency or defective condition of the packing in the case of goods which by their nature are liable to loss or wastage, or to be damaged when not packed or when not properly packed

(c)Compliance with the instruction of the Merchant or his agent

(d)Handling, stowage, loading or unloading of the goods by or on behalf of the Merchant.

(e)Inherent vice of the goods

(f)Insufficiency or inadequacy of marks or numbers on the goods, coverings or containers

(g)Strike, lockout, stoppage or restraint of labour from whatever cause and whether partial or general

(h)Theft and/or attempt thereat and/or loss of damage to the goods caused by any third party (A) Any other cause or event whatsoever or howsoever arising unless it is proven that the loss or damage resulted from an act or omission of the Carrier done with intent to cause loss or damage or recklessly with the knowledge that loss or damage would probably result

(iv) Not proven when the loss or damage occurred the loss or damage shall be deemed to have occurred outside the Carrier's period of responsibility within the meaning of Clause 4(A) (1) above

C.GENERAL (applicable to both Port to Port shipments and Combined Transport)

(i) The Carrier shall in no circumstances whatsoever be responsible for any direct or indirect loss or damage sustained by the Merchant occasioned through delay whether by reason of representation or otherwise by the Carrier, his servants or his agent.

(ii) The Carrier shall in no circumstances whatsoever be liable for indirect or consequential loss or damage or whatsoever arising

(iii) All goods tendered by the Merchant to the Carrier for carriage shall be carried in a container (with or without goods belonging to third parties, in the case of the containers supplied by the Carrier).

5. CONTAINERS

(i) Unless the Merchant and the Carrier or his agent agree in writing to underdeck shipment (before or at the time of booking the carriage of the goods) the Carrier shall have the option to load containers on deck without notice to the Shipper and if they are so loaded the Hague-Visby Rules shall apply and the goods shall contribute in General Average

(ii) In the case of live animals and cargo requested by the Merchant to be carried on deck and which in this Sea Waybill are stated to be carried on deck and are so carried the Hague-Visby Rules shall apply and the goods shall contribute in General Average

(iii) In the case of a container supplied by the Merchant or by the Carrier to the Merchant for the Merchant's use, the following conditions shall apply:

(a)The Shipper before using a container, shall inspect it to make certain that it is clean, sound and suitable for the type of cargo to be shipped and the Shipper shall have the right to reject any unsatisfactory container before use

(b)The Carrier shall be under no liability whatsoever in the event of loss or damage to any of the goods directly or indirectly caused by the manner in which the goods have been packed or stored in the containers or by the unsuitability of the goods for container carriage

(c)The Merchant hereby agrees to indemnify the Carrier against all and any loss/damage which the Carrier may sustain or against liability to any person which the Carrier may incur on account of personal injury or loss or damage to property due to the manner in which the goods have been packed and/or stored inside the container or due to the unsuitability of the container

(d)The Merchant further agrees to indemnify the Carrier against any additional expenses, fines, duties and taxes which the Carrier may incur by reason of or omissions in the marks, numbers or descriptions of the container or its contents

(iv) In the case of the supply of a container to an agent appointed by the Carrier on the Merchants behalf, the Carrier shall be under no responsibility or liability for loss or damage to the goods caused by the unsuitability or defective condition of the container unless such unsuitability or condition be attributable to lack of due diligence on the part of the Carrier

(v) The Carrier shall be entitled but under no obligation to open any container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried further, either at all or without incurring any additional expenses or taking any measure in relation to the container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or float under cover or in open at any place which storage shall be deemed to constitute the delivery under this Sea Waybill.

(vi) The Merchant shall indemnify the Carrier against any reasonable additional expenses so incurred

(v) Where containers are supplied pursuant to Clause 5 (iii) above are unpacked at the Consignee's or Receiver's premises, the Consignees or Receivers are responsible for turning the empty containers clean and in a useable condition in all respects and suitable for the carriage of cargo of any description to the port or place of discharge or other place nominated by the Carrier within the time prescribed to them. Should a container not be returned within the time prescribed then the Merchant shall be liable for any demurrage, loss or expenses which may arise from such non-return.

(vi) The Merchant agrees to indemnify the Carrier for any loss or damage to the container or for any liability arising from any act or omission by the Merchant, his servants, or Agents arising directly or indirectly from, but not limited to the packing or stowage of cargo in the container or the use thereof

(viii) In the event that the Carrier agrees to transport any empty container not loaded with goods for a Merchant or any other party, such transportation shall be undertaken only in accordance with the terms of this Sea Waybill notwithstanding that no formal Sea Waybill be issued for such return transportation

6. CONTRACTUAL VOYAGE

The voyage agreed by the Contract of Carriage recorded in this Sea Waybill includes sailing without pilots proceed via and stop at any port or ports, place or places whatsoever in any order whether in or out of the usual, customary, or scheduled route or in a contrary direction to or beyond the port of discharge named area omitting to call at any one or more of the usual customary or scheduled port or ports once or often for any purpose whatsoever whether in connection with the present or any prior or subsequent voyage carrying the said cargo past the said port or destination or within and then beyond and then back to the said port of destination, towing whether to save life or property or otherwise howsoever or being towed, undergoing trials or making trial trips with or without motors, adjusting compasses, repairing or dry docking with or without the said goods on board and delaying or reducing speed upon the said voyage for any purpose whatsoever

7. TRANSHIPMENT AND FORWARDING

The Carrier may at any time and for any purpose whatsoever discharge the goods or any part thereof from the vessel whether before or after sailing from the port of loading and/or land to store the same either on shore or afloat and/or transship or forward the same by another vessel or other vessels, whether prior to or subsequent to the sailing of the vessel and whether sailing from the port of receipt of the goods or from any port and whether belonging to the Carrier or to any other persons, and/or may forward the same by any mode or method or methods of conveyance whether by water, land or air or otherwise howsoever and whether under one or more Sea Waybill, and/or other contracts of on-carriage in any such case the responsibility of each Carrier acting as such is limited to that part of the transit actually undertaken by him and the Carrier shall not be liable for any loss, damage or delay howsoever caused to the goods arising after discharge from his vessel in respect of the storage and forwarding of the goods after such discharge, the Carrier acts only as forwarding agent, making contracts for such storage and/or forwarding on the terms and subject to the limitation of liability in use by the persons with whom such contracts are made. Unless the value of the goods is declared at that time of shipment and is stated thereon and extra freight as may be agreed upon in writing, the Carrier shall in no circumstances be liable for any loss or damage or any other valuation of the goods, even though the oncarrier's contract of carriage contains a valuation or limitation of liability less than that contained in this Sea Waybill. If the goods cannot be forwarded immediately to destination, any charges incurred for storage shall be borne by the Owner of the goods. If the goods are forwarded by more than one conveyance the Consignee must take delivery of each portion immediately after arrival.

8. NOTIFICATION AND DELIVERY

(i) Any mentioned herein of parties to be notified of the arrival of the goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant or any obligation to receive the goods

(ii) The vessel may commence discharging immediately on arrival without notice to the Consignee/Receiver or any other person and notwithstanding any provision on the face hereof to notify any party which provision (if any) shall impose no obligation whatsoever on the Carrier, and discharge continuously with or without sorting the goods or separating them from other goods (whether or not such goods are in the same shipment), irrespective of whether, on any day or night, Sunday or holiday, included, any custom of the port to the contrary notwithstanding, on the quay, or into shed, warehouse, depot, bulk, lighter, premises, vehicle or any other vessel or craft as the Carrier or his Agents may determine. Delivery overside to Consignee's lighters is at the vessel's option and, if given, is subject to the Consignee providing sufficient lighters and men to receive the goods as fast as the vessel can deliver, any custom of the port to the contrary notwithstanding. Such discharge shall constitute due delivery of the goods under this Sea Waybill. The Consignee shall bear any charges or expenses incurred by the Consignee or by the Carrier wholly or partially in respect of sorting the goods or separating them from other goods (whether in the same ownership or not) on shore or on board for any purpose whatsoever including any charges or expenses in connection with storage on shore or afloat pending such sorting or separation and any apportionment of such charges or expenses by the Carrier among different consignees by any method whatsoever in the discretion of the Carrier shall for the purpose of this clause be final and binding upon the Consignee

9. FREIGHT AND CHARGES

Freight and charges shall be deemed earned when the goods are received for shipment, and shall be paid vessel and/or goods lost or not lost. The freight together with charges shall be due paid to the Carrier at the port of shipment (unless otherwise agreed) at the time of the vessel sailing in the required freely transferable currency calculated at the mean of the closing rates of exchange in London at the time of the vessel sailing

(i) Freight at 2% on Invoice value less discounts shall be paid on any freight primeage and charges remaining unpaid after due date of payment. The freight payable hereunder has been calculated and based upon the particulars of the goods furnished by the Shipper to the Carrier. The Carrier shall be entitled at any time to open and to re-weigh or re-measure or re-value any goods and if the weight or measurement or value as furnished by the Shipper is found to be incorrect, freight shall be paid by the Merchant on the excess weight, measurement or value so ascertained together with the expenses incident to re-weighing, re-measuring or re-valuing which expenses shall be considered as freight. The Merchant shall, if required by the Carrier so to do furnish forthwith on demand to the Merchant the invoice or a true copy thereof relating to the goods.

(ii) The Merchant shall comply with the regulations and requirements of Port, Customs and Excise and shall be liable for all duties, taxes, fines, charges, interest, loss or damage of whatsoever nature imposed on the goods or the Carrier/Vessel in connection therewith.

In the event of goods not complying with the port customs or other regulations at the port of discharge or any of the aforesaid matters arising and entry being refused by the Port, Customs or other appropriate Authorities, Carrier shall be at liberty to bring back, and re-ship such goods to the port of shipment at the sole risk and expense of the Merchant. The Carrier shall be entitled to recover the costs by reason of the compliance with these regulations or requirements whether caused by negligence or not.

(iv) The Merchant shall further be liable to pay on demand day by day all storage charges and/or demurrage charges in regard to containers (as defined here) in accordance with the tariff which may be obtained from the Carrier.

10. LIEN

(i) The Carrier his servants or Agents shall have a lien on the goods and the right to sell the goods whether privately or by public auction for all freight (including additional freight payable by Clause 9) primeage, deadfreight, demurrage, container damage and storage charges, detention charges, salvage, General Average contributions and all other charges and expenses whatsoever including (not limited to) matters Under Clause 9 (iii) & (c) herein which are for the account of the goods or of the Merchant and for the costs and expenses of exercising such lien and of such sale including legal fees and also for all previously unsatisfied claims of whatsoever nature made against him by the Merchant. Without prejudice to the foregoing the Carrier shall be entitled to lien the Merchant's cargo for any and all of the above even though concerned with oncarriage, pre-carriage and/or inland carriage whatsoever and or storage and despite the Merchant constituting the Carrier as his Agent for the purpose of arranging such carriage and any storage. Nothing in this Clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due from him to the Carrier and the amount realised by the exercise of the rights given to the Carrier under this Clause

(ii) Without prejudice to the generality of the foregoing notwithstanding that the property in the goods shall have passed to an Endorsee of the Sea Waybill or Consignee named herein and irrespective of whether or not the Carrier shall have exercised his lien, the Carrier shall be entitled

(i) to recover from the Shipper or the party on whose behalf the instruction to ship the goods was made (hereinafter referred to as the "Principal") freight, deadfreight, charges (whether relating to storage landing or detention), expenses, primeage, general average contribution or demurrage due by this Sea Waybill which in fact remains unpaid (whether or not in the case of freight charges there is any stipulation on the face of the Sea Waybill to the effect that freight charges have been paid or are payable at destination)

(b) to recover from the Shipper of the goods or the Principal the replacement value of any container consigned to the Consignee. Receivers premises and not returned by any reason being lost destroyed within the time prescribed under Clause 5 (v) hereof to the port or place of discharge and/or any loss or expenses that may directly arise from such non-return and or the cost of repairing the said container where the same has become damaged (whether or not by the fault of negligence of the Receiver/Consignee, their servants or Agents after the Carrier has consigned the same to the Receiver/Consignee. In the case of a leased container the replacement value shall be deemed to be the value of the container in the lease agreement.

(c) to recover from the Shipper (or the Principal) of the goods, all duties, taxes, fines, imposts, expenses, loss or damage referred to in Clause 9 (iii) above.

11. GENERAL AVERAGE

(i) General Average shall be adjusted at any port or place at the option of the Carrier and in accordance with the York-Antwerp Rules 1974 as amended from time to time.

(ii) If the Carrier delivers the goods without obtaining security for General Average contributions, the Carrier shall nevertheless be liable for the same and shall be personally responsible to pay such contributions and to provide such cash deposit of other security for the estimated amount of such contributions as the Carrier shall reasonably require. The same to apply to any contribution of the goods in any salvage and/or special charges.

(iii) The Carrier shall be under no obligation to exercise any Lien for General Average contribution due to the Merchant.

12. BOTH TO BLAME COLLISION CLAUSE, NEW JASON CLAUSE, WAR RISKS CLAUSES 1 AND 2

are deemed to be incorporated in this Sea Waybill.

13. CARRIER'S LIABILITIES IN THE EVENT OF BLOCKADE, DELAY, ETC.

In case of war, hostilities, strikes, port congestion, lock-outs, stoppages, civil commotions, quarantine, ice, storms or any other cause whatsoever beyond the Carrier's control (whether any of the foregoing are actual or threatened and whether or not existing or anticipated at the commencement of the voyage) which matters or any of them in the judgment of the Master or Carrier (either of whose decision shall be absolute and binding on all parties) may result in damage to, or loss of, the goods or in the goods being given up to the risk of capture, seizure or cargo, are likely to prejudice the interest of the vessel including her future engagements and/or her cargo whether by delay or otherwise howsoever or make it unsafe or imprudent for any reason to proceed on or continue the voyage or her carriage by land or enter or discharge at the port or place of discharge or transshipment, or give rise to any delay or difficulty in reaching discharge or leaving the port or place of discharge or transshipment or the place of delivery, the Carrier shall have the following liberties any warranty or rule of Law notwithstanding:

a)To proceed to such convenient port as the Carrier shall in his absolute discretion select and discharge the goods

b)To carry the goods back to the country of shipment and discharge them there

(c)To retain the goods on board the ship and/or return them to the original port of discharge in the same or substituted ship and there discharge the goods at the sole risk and expertise of the Shipper/Consignee and/or Owner of the goods

d) To abandon the carriage of the goods by land at such convenient place as the Carrier shall in his absolute discretion select, and discharge the goods from the container

When the goods have been abandoned or discharged from the ship or container as herein provided they shall thereafter be at the sole risk and expense of the Merchant and such discharge shall constitute a full performance of all the Carrier's obligations hereunder. The Carrier, Master or Agents giving immediate notice of such discharge to the Merchant of the goods so far as he is known.

e)Full freight and charges shall be deemed to be earned hereunder and the Carrier shall be entitled to payment for all extra expenses incurred in the performance of the foregoing liberties for which (together with freight and charges) he shall have a Lien on the goods. The Carrier shall in addition be entitled in any of the aforesaid circumstances to levy on the goods additional charges representing the interest cost to the Carrier (including but not limited to additional insurance and bunker costs)

14. DESCRIPTION OF GOODS

(i) This Sea Waybill shall be prima facie evidence of the shipment by the Carrier in external manner good order and condition (unless otherwise stated) as far as ascertainable by reason means of checking the containers loaded on board whether or not the cargo is loaded in to the container by the Merchant or by another party

(ii) Except as provided for in Clause 14 (i) no representation is made by the Carrier as to the weight, contents, measure, quality, quantity, description, condition, marks or the value of the goods and the Carrier shall be under no obligation or responsibility whatsoever in respect of such description or particulars

15. CARRIER'S RIGHT OF DISPOSAL

Without prejudice to Clause 10 above, if the goods are not taken by the Merchant within 21 days of discharge (or in the case of perishable goods within 2 days), the carrier shall be at liberty and without notice to the Merchant of the goods to abandon them to the appropriate authority or sell the goods as salvage to the account of whom it may concern where the Carrier at his sole discretion reasonably believes that the value that would be obtained in the sale or auction of the goods (less commission) would be less than the outstanding (and in the case of perishable goods anticipated) storage and similar charges

16. LANDING CHARGES

The goods shall in all cases be landed by the vessel and not by the Merchant. All the landing charges and expenss arising after discharge of the cargo including discharge on to quay, surd of entrap, stevedoring, handling, overtime, tally, quay dues, wharfage dues, storage, etc. shall be payable by the Merchant against delivery. Lighterage and expenses of weighing, measuring, valuing and counting cargo if any, at port of discharge, to be paid by the Merchant of the goods, any custom or alleged custom of the port to the contrary notwithstanding

17. LIMITATION

The monetary liability of the Carrier shall not exceed the applicable limits of liability under the Hague/Hague Visby Rules (whichever shall be applicable). The applicable unit for the purposes of package limitation shall be the number of containers referred to on the face of the Sea Waybill.

18. JURISDICTION

(i) Unless the Carrier otherwise agrees in writing all claims and disputes arising under or in connection with the Sea Waybill shall be referred to Arbitration in London, one Arbitrator to be nominated by the Carrier and one Arbitrator to be appointed by the Merchant. The two Arbitrators appointed as aforesaid shall appoint a third Arbitrator. Unless Merchant's Arbitrator is appointed within one year of final discharge the claim shall be deemed absolutely waived and the Carrier discharged from all liability whatsoever and howsoever arising. Notices of appointment of Arbitrator must be expressly served by the Merchant on the Carrier at their registered address. The contract evidenced by or contained herein shall be governed by English law

(ii) In the event that an extension or extensions to the one year time limit referred to in (i) above is/are granted by the Carrier, such extensions are expressly subject to the terms and conditions of this Sea Waybill including the London Arbitration Clause (i) above "Merchant" for the purposes of this Clause shall be deemed to include (but shall not be limited to) parties acting under subrogated rights without prejudice to the generality of the foregoing

(iii) In accordance with section (ii) above acceptance of any time extension granted (whether such acceptance be expressed or implied) shall be deemed to be confirmation of the London Arbitration Clause

19. LIABILITY OF SERVANTS AND SUB-CONTRACTORS

It is hereby expressly agreed that no servant or agent or the Carrier, including any independent sub-contractors employed by the Carrier in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss or damage or delay or whatsoever kind arising or resulting directly or indirectly from any act neglect or default on his part while acting in the course of or in connection with his employment and without prejudice to the generality of the foregoing provisions in this clause every exception, limitation, condition and liberty herein contained and every right exception from liability, defence and immunity of whatever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier (including any stevedore, terminal operator or any other independent contractor) acting as the aforesaid and for the purpose of the foregoing provisions of this clause the Carrier or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servant or agents (including all independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be party to this Sea Waybill. Neither the Merchant nor his agents, sub-agents, contractors or sub-contractors, representatives or personnel in connection with this Agreement and the business resulting therefrom will, directly or indirectly take any action in violation of any applicable foreign or domestic Anti-Bribery and Anti-Corruption Laws and regulations, as amended from time to time, or cause the Carrier to be in breach of such Laws. The Carrier may terminate this contract of carriage immediately upon written notice to the Merchant where the Carrier determines that the Merchant has breached this Clause. The Merchant shall hold harmless and indemnify the Carrier for all damages, liabilities, penalties, delays, fines and/or survs of any kind or nature arising from, or relating to any breach of this Clause. This Clause shall survive any termination of the contract of carriage.

20. DANGEROUS GOODS

Goods of a dangerous or hazardous nature or or radioactive material must not be tendered for shipment unless a written certificate of declaration has been previously given to the carrier, sub-carriers, master or agent of the vessel, stating:

(a)That the goods fit and applicable, the container, flat trailer etc are adequately packed

(b)The correct technical name and class of goods

A special stowage order giving consent to shipment t must also be obtained from the carrier, the merchant will be liable for all damage, loss and expense whatsoever if the foregoing provisions are not complied with.