

NON-NEGOTIABLE SEA WAYBILL for Combined Transport or Port to Port Shipment

TERMS AND CONDITIONS

(1) All the terms and conditions of the standard UECC Bill of Lading as well as the conditions, clauses and exceptions of Contracts of Carriage/Freight Agreements, whichever take precedence, shall be deemed to be incorporated in this Waybill and shall govern the transportation of the cargo described on the front page of this Waybill, in addition, the provisions set out below shall apply to this Waybill.

(2) Paramount Clause

(a) This Waybill is a non-negotiable document, it is not a bill of lading and no bill of lading will be issued. However, it is agreed that the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Waybill. When no such enactment is in force in the country of shipment the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

(b) Trades where Hague-Visby Rules apply

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall also apply to this Waybill.

(c) The Carrier shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel or while the goods are in the charge of another Carrier nor in respect of deck cargo and live animals.

(d) It is agreed that whenever the Brussels Convention and the Brussels Protocol or statutes incorporating same, use the words "Bill of Lading" they shall be read and interpreted as meaning "Waybill".

(3) Liability for deck cargo

Goods loaded on deck as declared under Particulars at the front page of this Waybill shall be carried subject to the Hague-Visby Rules as mentioned in Clause 2 or subject to the terms and conditions of applicable Contract of Carriage/Freight Agreement, whichever take precedence.

(4) General Average

General Average shall be settled according to York - Antwerp Rules of 1994 and be adjusted at any port or place by one or more General Average adjuster(s) in the Carrier's choice.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew.

If the adjustment of General Average or the liability for any collision which the Vessel is involved in while performing the carriage under the terms of the Voyage Charter Party, as dated overleaf, which govern the transportation of the cargo described on the front page of this Waybill, fails to be determined in accordance with the law and practice of The United States of America, the following clauses shall apply:

(5) New Jason Clause

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said Salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agent, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Carrier before delivery.

(6) Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the Servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners at the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or the Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc. see overleaf.

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Tax/Reg. No. C.R. of Madeira Free Trade Zone: 511 163 924