

## **NON-NEGOTIABLE SEA WAYBILL**

FOR COMBINED TRANSPORT SHIPMENT OR PORT TO PORT SHIPMENT

Shipper/Exporter (complete har	ne and address)	SWB NO.		
Consignee (not negotiable)		FEEDERING SRL		
Notify Party (complete name ar	nd address)	Address : Via Uberto Visconti di Modrone 15 - 20122 Milan Italy Tel : +39 0108390011 Fax : +39 0108390090 e-mail : accounting@emesfeedering.com		
Pre-carriage by*		RECEIVED by the Carrier the Goods specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted		
Place of Receipt*	Port of Loading	herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding.		
Ocean Vessel	Voy.No.	This 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. The Carrier has had no possibility to check whether these particulars are correct.		
Port of Discharge	Place of Delivery*	Delivery of the Goods will be made to the Consignee or his authorized representative upon proper proof of identity and authorization without the need of producing or surrending a copy of this sea waybill.		

	-		articula	rs furnished by the	Merchant		<u>^</u>
Container No. and Seal No. Marks & Nos.	Quantity and Kind of Packag	les		Descrip	otions of Good	5	Measurement (M <sup>3</sup> ) Gross Weight (KGS)
TOTAL NUMBER OF CONTAINERS OR OTHER PACKAGES OR UNITS RECEIVED BY THE CARRIER	NILL OF Fackag		0	N-NE	GO	Prenaid	
FREIGHT & CHARGES	F	Revenue Tons		Rate	Per	Prepaid	Collect
Ex. Rate	Prepaid at		Paya	Die at		Shipped on board	
						Date	
Place and date of issue	MOVEMENT		No. 0	f SWB (s)		Signed for and on behalf of the	Master and/or Owners
FOR COMBINED TRANSPORT OF	NLY						

EMES FEEDERING SRL

## Sea Waybill t is mutually agreed that: . DEFINITIONS

### er: EMES FEEDERING SRL

Carmer: EMIS FEDERING SRL Container: Includes any container, filal, open top, open sided container, transportable tank or similar article of transport used to consolidate cargo. Combined Transport: Arises when the TPacc of Receipt and or the Final Destination are shown

Other the second second

the face hereof. Merchant: Shall include the Shipper, Consignee and the Holder of the Sea Waybill the Receiver and the Owner of the goods. Goods: Shall mean the cargo described on the face of this Sea Waybill. Interpretation: Words in the singular shall include where the context admits the plural and vice

Interpretation: Words in the singular shall include where the context admits the plural and vice versa. 2. GENERAL CONDITIONS This Sea Waybill is issued for a contract of carriage which is not covered by a Bill of Lading or similar document of title. 3. PARMOUNT CLAUSE This Sea Waybill is not a bill of lading and no bill of lading will be issued. It is mutually agreed that this Sea Waybill Shall have effect subject to the provision of the International Convention relating to Bill of Lading the Brussels 25th August 1924 (herein after called the Hague Hules), except where legislation giving effect to the Hague Flues as amended by the protocol signed in Brussels 23d February 1968 (hereafter called the Hague-Visby Pulse) is compulsority applicable, in which case this Sea Waybill shall have effect subject to the provision of scarried hereunder ratifies and the anise or cargo which is stated on the face hereof as being carrier on deck and is co carried. It is gureed that wherever the Brussels Convention and the Brussels Protocol or statutes incomposing same use the words "Bill of Lading' they shall be read and interpreted as meaning "Sea Waybill". Nothing contained in this Sea Waybill shall be deemed to be surrender by the Carrier of any of Nothing contained in this Sea Waybill shall be deemed to be surrender by the Carrier of any of Nothing contained in this Sea Waybill shall be deemed to be surrender by the Carrier of any of Nothing contained in this Sea Waybill shall be deemed to be surrender by the Carrier of any of Nothing contained in this Sea Waybill shall be deemed to be surrender by the Carrier of any of Nothing contained in this Sea Waybill shall be deemed to be surrender by the Carrier of any of Nothing contained in this Sea Waybill shall be deemed to be surrender by the Carrier of any of Nothing contained in this Sea Waybill shall be deemed to be surrender by the Carrier of any of Nothing contained in this sea Waybill shall be deemed to be surrender by the Carrier o

"Sea Waybill". Nothing contained in this Sea Waybill shall be deemed to be surrender by the Carrier of any of his rights and immunities or an increase of any of his responsibilities under the said Enaciments or under any other statutory protection or exemption from or limitation of liability. All limitation of liability and other provisions herein contained shall insure not only to the benefit of the Carrier, his agent, servants, vessels, employees and other representatives but also to the benefit of any independent contractor performing services to the goods. 4. CARRIER'S TARIFE

4. CATHIER'S TARIFF The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agent upon request. In this case of inconsistency between this Sea Waybill and the applicable Tariff the Sea Waybill shall prevail. 5. JURISDICTION

IRISDICTION laim agains the Carrier arising under this Sea Waybill shall be decided according to the sh Law and in the Courts of Izmir, Turkey, to the exclusive jurisdiction of which the Carrier he Merchant submit themselves. SEPONSIBILITY

6. 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 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 possesion) novscover 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.

constructive possession) howscever caused occurring before they are accepted at the Ocean vessel's rait at the port of loading or after they are discharged at the Ocean vessel's rait at the port of discharge. (i) Where incidental to the Port to Port shipment, pre carriage, on carriage, incidental to the Port to Port shipment, pre carriage, on carriage, incidental to the Port to Port shipment, pre carriage, on carriage, incidental to the Port to Port shipment, pre carriage, on carriage, incidental to the Port to Port shipment, pre carriage, on carriage, incidental ot storage from containers or, the supply of containers are required by the Merchant the ethy constitutes the Carrier as his agent with authority to enter in to any contract on his behalf and the Carrier shall be under no personal liability whatsoever or howsever arising as carrier balee or otherwise in connection with the goods. (iii) Where incidental to the Port to Port shipment, the carrier arranges for precarriage, on carriage, 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 a storased in the supply of containers as a storased in the Merchant. They such charges shall be determined by the Carrier as agent for the Merchant. They such charges shall be determined in accordance of high storage or handling of goods, the Carrier hall be determined in accordance. (i) With respect to loss/damage howsoever occurring within the period of responsibility under clause 6 (A) (i) above, liability of the Carrier shall be determined under the actual and under the carrier in respect of such flags, such as a set of the Carrier shall be determined. (ii) which respect to loss of damage howsoever occurring vithin the period of responsibility under clause 6 (A) (i) above, liability of the Carrier shall be determined under the actual anount recovered by the Carrier in respect of such loss or damage from the party to whom the Carrier has sub-contacted the

general. (i) Thet radio attempt thereat and/or loss or damage to the goods caused by any third parts (ii) 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 recklessly with the knowledge that loss or damage would probably result. (iv) If cannot proven when the loss or damage occurred the loss or damage damage data the data of the carrier done with meaning of clause 6 (A) (iv) the carrier's period of responsibility within meaning of clause 6 (A) (iv) the

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7. CONTAINERS

7. CONTAINERS (i) Unleass the Merchant and the Carrier or his agent agreed in writing under the deck shipment (before or at the time of booking the carrier got the goods) the Carrier shall have the option to Load containers on deck without notice to the Shipper, and I they are so carried the Hague-Visby Rules shall apply and the goods shall contribute in General Average. (iii) 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 containers supplied by the Merchant or by the Carrier to the Merchant for the Merchant supe 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 it is shipping and the Shipper shall have the right to reject any unsatilatory container before use. (b) The Carrier shall be under on liability whatsoever in the event of loss or damage to any of the source of the shipper cargo to liability whatsoever in the event of loss or damage to any of the source of loss of damage to any of the source of the source of loss or damage to any of the source of loss of damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any of the source of loss or damage to any

suitable for the type of cargo he is shipping 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 stowed in the containers or by the unsuitability of the goods for containers carriage. (c) The Merchant hereby agrees to indemnify the Carrier against all and any lossdamage 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 properly due to the manner in which the goods have been pay The Merchant further agrees to indemnify the to the trun maufacility of the product adults and taxes which the Carrier may incur by reason of error or omission in the mark, numbers or description of the container or its contents.

duties and taxes which the Carrier may incur by reason of error or omission in the mark, numbers or description 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 delective container on the mark, numbers or condition be attributable to lack of due diligence on the part of the carrier, (v) The carrier shall be entited 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 carnot safely or properly be carried further effekt at all or without locuring any any reasonable 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, reasonable additional expenses or taking any any place which storage shall be detered to constitute the delayer under this Sae Waybill. The Merchant shall indeminify the Carrier against any reasonable additional expenses or raceivers premises the Consignet's or Receiver's are responsible for returning the empty containers date and in a useable condition in all respect and stubies for the containers of any description the port or place of discharge or alter place nominated by the Carrier within the time prescribed to them. Should a Container not be return within the prescribed time the Merchant shall be liable for any demurge loss or expenses which may arise from such norreturn. (vii) The Merchant agrees to indeminify the Carrier for any loss or damage to the containers of rany lability arising from any act or omission by the Merchant, his servants or Agent arising directly or indirectly from but not limited to the packing or stowage of cargo in the containers or for any lability arising from any act or omission by the Merchant, his ser

thereot. (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 terms of Sea Waybill notwithstanding that no formal Sea Waybill be issued for such return theremendeline (ix) The Carrier has no responsibility whatsoever for the functioning of reefer contain trailers/neither owned nor leased by the Carrier.

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charges salvage General Average contributions and all other charges and expenses whatsoever including (not limited to) matter under Clause 12 (iii) and 13 (e) herein which are for the account of the goods or of the Merchant and for the costs and expenses of exercising such lien and such sale including legal fees and also for all previously unsatisfied debts whatsoever due to him by the Merchant. Without prejudice to the foregoing the Cartier shall be entitled to lien the Merchant value including legal fees and also for all previously unsatisfied debts whatsoever due to him by the Merchant. Without prejudice to the foregoing the Cartier shall be entitled to lien the Merchant rinand carriage, pre-carriage and/or inland carriage whatsoever and/or storage and despite the Merchant constituting the Cartier shall shall prevent the Cartier from recovering from the Merchant the difference between the amount due from him to the Carrier and the amount realized by the exercise of the rights given to the Carrier under this clause.

shall prevent the Carner from recovering from the mounter hexacity of the rights given to the Carrier runder this clause.
(i) Without preduces to the generality of 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 excretised this line the Carrier and the senout recreating the senore and the carrier shall have excretised the sile in the Carrier and the senout set of the test of test of the test of the test of the test of test of the test of test of the test of the test of test of the test of test of the test of t

a. BOTH TO BLAME COLLISION CLAUSE If the ship comes in to collision with other ship as result of the negligence of the other ship and any act, neglect or delault of the Master Mariners plots or the servant of the Carrier in the navigation or in the management of the ship the owners of the goods carried hereunder will indernnily the Carrier against all loss or liability to the other non-carrying ship or here owners in so far as such goods paid or payable by the other or non carrying ship or here owners in the sources of the said goods and set off, recouped or recovered by the other or non carrying ship or here owners is as part of them claims, against the carrying ship or Carrier to the sources of the owners of the said goods and set off, recouped or recovered by the other or non carrying ship or here owners as part of them claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the Owners Operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect to a collision or contact. NEW JASON CLAUSE WAR RISKS CLAUSES 1 AND 2 are deemed to be incorporated in this Sae Waxhill

to the colliding ships or objects are at fault in respect to a collision or contact. NEW JASON CAUJSE WAR INISKS CLAUSES 1AND 2 are deemed to be incorporated in this Sea Waybill.
 CI. GENERAL AVERAGE AND SALVAGE
 (a) General average shall be payable according to York-Antwerp Rules 1974 and shall be adjusted at any port or place selected by the carrier.
 (b) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsbeever whether due to negligence or not for which or for the consequence of which the carrier is not responsible by statule contract or otherwise the goods and/or the Merchant shall continuou with the Carrier in alwayes that the Carrier in the oreal of the payment of any sanflices, Dessel or operated by the Carrier, alwayes shall be payable according to operated by the Carrier, alwayes shall be payable according the estimated continuous with the Carrier in always shall be payable according the estimated continuous with the Carrier in alwayes shall be payable.
 (c) I is asking vessel or vessels belonged to strangers such deposit as the Carrier or his agerts in the Gardie to the Carrier and the carrier or his agents may deen sufficient to cover the estimated continuous with goods and any statuse and special charges there on shall frequired be made by the goods Shippers Consignees and or Owners of the Gardie to the Carrier to be notification shall not involve the Carrier in any liability, nor relieve the Merchant of any obligation hereunder.
 (2) Myrene the Carriage called for by this Sea Waybill is a Port to port Shipment the carrier shall be at liberty to clocks any the goods or any part thered vibrande as aforesaid shall wholy cease not what for place on any day and at any imme whereupon the liability of the Carrier or the agenese incurred by reason. If the Work and take delivery of the Goods is ore the Carrier end liabrege to the Goods to tha part thered vi

take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see clause 4) (4) If delivery of the goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entilled to call upon the merchant to take delivery thereof whether the carriage called for by this Sea Waybill is a Port to port Shipment or Combined Transport the Carrier shall be entitled without notice to unswork the Goods or that part thereof if stowed in Containers and/or to store the Goods of that part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant Subst storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (th gaid or payable by the carrier or any agent or Sub-contractor of the Goods within thirty days of delivery becoming due under sub-clause (2) or (3) above or if in the option of the Carrier they are likely to deteriorate, decay, become worther the carriege a APort to port Strage or Orabined Transport the Carrier without prejudice to any other rights which he may have against the Merchant without notice and without prejudice to any other rights which he may have against the Merchant without notice and without prejudice to any other rights which he may have against the Merchant without notice and without prejudice to any other rights which he may have against the Merchant without notice and without prejudice to any other rights which he may have against the Merchant without notice and without prejudice to any other rights which he may have against the Merchant without notice and without prejudice to any other rights which he may have against the Merchant without notice and without prejudice to any other rights which he may have against the Merchant without notice and without prejudice to any other rights which to him, self or dispose of the Goods

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The costs by reason of the compliance with these regulations or requirements whether caused by negligence or not. (w) The Merchant shall further be liable to pay on demand day by day all storage charges and/or demurage charges in regard to containers (as defined herein) in accordance with the tariff which may be obtained from the Carrier. **13. CARTIER'S LIABILITIES IN THE EVENT OF BLOCKADE**, DELAY, ETC. In case of war hostilities, strike, port congestion, lock-cuts, stoppages, civil commotions, quaramine, les storm on any other cause whatboever beyond the Carrier's control (whether any of the foregoing are actual or threatened and whether or not exiting 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 io, or loss of the vessel, or give rise to risk of capture, seizure or detention of vessel or cargo, are likely to prejudice the interest of the vessel including the 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 the carriage by and or enter or discharge or the carrier shall near the voyage or size or discharge or discharge or the carrier shall near the boliving liberties any warranty or rule of law notwithstanding (a) To proceed to such convenient port, as the Carrier shall near the following liberties any warranty or rule of law notwithstanding (a) To proceed to such convenient port, as the Carrier shall near the following the goods.

IllePites ally warrainy or true of law instrumestancing (a) To proceed to such conventionit 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 at the sole risk and expertise of the been abandoned or discharge form the Ship container as herein provided they shall threadine been abandoned or discharge to 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 for as he is known. (e) Full freighter with freight and charges he 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 (digether with freight and charges he shall have alien on the goods. The Carrier shall in addition to be entitled in any of the aferesaid circumstances to levy on the goods additional indexpers interesenting the interest cost to the Carrier (nabulge but no dimited to additional insurance and burker costs).

CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS 14. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS (1) The Carrier shall be entited to sub-contract on any terms the whole or any part of the Carriage (2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whateoever, other than the Carrier, including but not limited to the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of Carriage whether directly or indirectly is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the carriage, and if any claim or allegation should neverthetes be made to defend, indemnity and hold harmless the Carrier against all consequences thereof. Without priorit benefiting the Carrier is such provision were expressly for his benefit and in the entering heart benefiting the Carrier to the extent of these provisions, does so not only on his own behalf

but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract. (3) The Merchant shall defend, indemnify and holds harmless the carrier against any claim or liability (and any expense arising there from) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Sea Waybill. (4) The defenses and limits of liability provided for in this Sea Waybil shall apply in any action against the Carrier whether the action be found in contract or in Tort. **15. DANCERCOUS GOODS** Goods of dangerous or hazardous nature and for radioactive material must not be tendered for shipment unless a written certificate of declaration has been previously given to the carriers, sub-carriers, master or agent of the vessel stating (a) That the goods and if applicable, the container, flat trailer etc. Are adequately packed. (b) The correct technical name and class of goods.

(b) The correct technical name and class of goods. A special stowage order giving consent to shipment 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. 16. THE SCOPE OF THE VOYAGE because of the voyage herein contra

are not complete with: **Ib. THE SCOPE OF THE VOYAGE** The scope of the voyage herein contracticel for shall include usual of customary or advertised port of call whether named in this contract or not, also ports in or out of the advertised, geographical, of call whether named in this contract or not, also ports in or out of the advertised, geographical, the port of discharge, or in a direction contrary thereto, or return to the original port or depert from the direct or customary route, and includes all canals, stratis and other waters. The vessel may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The vessel may own to calling at any port or ports whether scheduled or not and may call at the same port more than once; may for matters occurring before loading the goods known or unknown at the time of such loading and matters occurring atter such loading either with o without the goods or passengers on board and before or after proceeding towards the port of discharge adjust compasses, dy lock, go on ways or to repair wards, shift berths, undergo, degassing, wiping or similar measures, make trial trips or test, take fuel or stores, embark or disembark passengers crew, workman or the other persons, remain in port, sail with or without plies, tow and be towed, and save or attempt to save life or property, anything done or not done in compliance with the above shall be demed to be done or not done in tuffiliment of the contractual voyage. The carrier shall not be responsible for any loss sustained by the Merchant through delay of arrival of the goods.

## goods. 17.MATTERS AFFECTING PERFORMANCE

17.MATTERS AFFECTING PERFORMANCE (1) If at any time the carriage is or is likely to be affected by any hindrance, risk, delay, difficult or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may: (a) Without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. (b) Without prejudice to the Carrier's right subsequently to abandon the Carriage under (a) above, continue the Carriage. In any even the Carrier shall be entited to full Charges on Goods received for Carriage and the Merchant shall pay any additional cost resulting from the above-mentioned circumstances.

Or an advance of the Carrier in respect of the Goods shall cease on the delivery or other disposition (g) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to acts or on behand of such government authority. **18. SUBSITUTION OF VESSEL TRANSSHIPMENT FORWARDING 18. SUBSITUTION OF VESSEL TRANSSHIPMENT FORWARDING** 

authority or any person acting or purporting to act as or on behalf of such operament authority. **18. SUBSTITUTION OF VESSEL TRANSSHIPMENT FORWARDING**Whenever the Carrier or the Master may deem it advisable, or, in any case, where the goods are consigned to a point where the vessel does no expect to discharge. The Carrier or Master may deem vithout notice, transship the whole or any part of the ogods, and to ward the orginal port of shipment, or any, other place or places even though outside the scope of the voyage or the route to or beyond the poort of discharge or the destination of the goods, and the ogods, but he port of discharge or the destination of the goods, and the goods, to the port of actination of the goods, and the port of goods, and the port of discharge or the destination of the goods, and the goods, to the port of discharge or the destination of the goods, and the goods, to the port of discharge or the destination of the goods, and the goods, to the port of discharge or the destination of the goods. This Carrier in making arrangements for any transshipping of rowarding carrier and all transshipment or forwarding uses of the goods or not, and even though such terms may be less favorable to the derothart in the set of the goods or not, and even though such terms may be less favorable to the derothart and the goods proved as and losses due to detention or delay, even if the goods are in the custody of the Garder or his Agent to put tho builts or are the being the Carrier or his Agent. The Carrier may delay forwarding awaiting a vasel or onveyance in his own service or with which he has setablished concections. The responsibility, which he has each output to be hard to be long at aire is a due to be carrier or his Agent to the carries or his Agent. The Carrier may delay forwarding awaiting a vasel or conveyance in his own

19. OPTION The port of discharge for optional goods must be declared to vessel's Agent at the first of the optional port named in the option not later than 48 hours before the vessel's arrival there, or failing such declaration the Carrier may elect to discharge at the first or any optional port and contract of carriage shall then be considered fulfilled. Any option must be for the total quantity of goods

## under this Sea Waybill. 20. CARRIER'S RIGHT OF DISPOSAL

20. CARRIER'S RIGHT OF DISPOSAL. Without prejudice to Clause 8 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 sail the goods as salvage for the account of whom it may concern where the Carrier at this sole discretion reasonably believes that the value that vould 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. 21. DESCRIPTION OF GOODS

Anticipated storage and similar charges. 21. DESCRIPTION OF GODDS No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars. 22. TEMPERATURE CONTROLLED CARGO (1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Cargo Cardio and the second of the Merchant or a person acting on his behall) of their nature and particular temperature range to be maintained and in the case of the atmeperature control and Cardione suitified by or on behall of the Merchant further undertakes that the Container has been properly precoiled, that the Goods have been properly stuffed in the Canadiner and that its thermostatic controls have been properly sub the Merchant there must be that the Container has been properly precoiled, that the Goods have been properly stuffed in the Canadiner and that its thermostatic controls have been properly sub the Merchant there is shall not be liable for any loss of or damage to the Goods caused by such non-compliance. (1) The Carrier shall not be liable for any loss of or damage to the goods actising for any loss of or damage to the Goods by the Carrier shall not be liable for any loss of or damage to the goods arising from delects, carrage exercise due diligned to mark loss of or damage to the goods arising form delects. Carrage exercise due diligned by the Merchant on the front of this Sea Waybill. (3) The Carrier shall not be inable for any loss of or damage to the goods arising form delects. Carrage exercise due diligned to mark and the refigerated container in an efficient state, provided that the requirements as stated in (2) are compiled with. (4) The Carrier shall not be under any be obliged to carrier yout any repair work to maintain the ef

23. 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. 24. VARIATION OF THE CONTRACT No servants or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specially authorized or ratified in writing by Carrier.

25. LANDING CHARGES

Carrier. 25. LANDING CHARGES 25. LANDING CHARGES The Goods shall in all cases be landed by the vessel and not by the Merchant. All the landing charges and all expenses arising after discharge of the cargo including discharge on to quay, surtax dentrepot, stevedoring handling, overtime, tally, quay dues, wharfage dues, storage etc shall be payable by the Merchants against delivery. Lighterage and expenses of weighting, 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. 26. LABLITY OF SERVANTS AND SUB-CONTRACTORS 116 is hereby expressivy agreed that no servants or agent or the Carrier, including any independent subcontractors employed by the Carrier in any circumstances whatsoever be under any liability directly or indirectly from any act neglect or default on his part while acting in course of, or in connection with his employment and without, preduces to the agent or the to the Carrier or to which the carrier is carrier (including any stevedore, terminal operative) to the lower of the the Carrier including and steven y right acception from liability, defines and immunity of whatsoever that anter asplicable to the Carrier to to which the carrier is carrier (including any stevedore, terminal operative) or any other independent contractor) acting as the aforesial and for the purpose of the foregoing provisions of this clause the carrier is carrier (including any stevedore, terminal operation or any other independent contractor) acting as the aforesial and for the purpose of the foregoing provisions of this clause is adresaid) and all such persons shall to this extent be or bed deemed to be party to this Sea Waybili. 27. SHIPPER 51 (MERCHANT'S RESPONSIBUITY (1) The Shipper warrants to the Carrier that the particular relating to the Goods as set out overleaf has been checked to the Shinger on relating the file Sea Waybili and that such parked to the relating and

No this observation:
27. SHIPPER'S / MERCHANT'S RESPONSIBILITY
21. The Shipper warrants to the Carrier that the particular relating to the Goods as set out overleaf
has been checked by the Shipper on receive to this Sea Waybill and that such particular and any
other particulars fumished by or on behalf of the Shipper are correct.
20. The Shipper shall indemnity the Carrier against al loss damage fines and expenses arising or
resulting from inaccuracies in or inadequacy of such particulars or from any other cause in
connection with the Goods for which the Carrier is not responsible.
30. The Merchant shall comply with all regulations or requirements of customs port or any other
authorities and shall bear and pay all dubles taxes, fines, imposite, expenses or charges or loases
incurred or sulfered by reason thereof or by reason of any lilegal incorrect or insufficient marking,
numbering or addressing of goods and indemnity the Carrier in respect thereof.
40. Where containers owned or leased by the Carrier are unpacked by the Merchant he is responsible
for returning the empty Containers with interiors brushed and clean and with all its accessories,
if any to the port or piace of discharge or to the port or place designated by the Carrier, his servants
or agents within the time prescribed to them. Should a Container not breetwired within the
prescribed lime, the Merchant shall be liable for any demurage, loss or expense which may arise
from such non-return.