

## **TERMS AND CONDITIONS**

### **DEFINITIONS**

The following words both on the face and back hereof have the meanings hereby assigned :

"Bill of Lading" means the present document whether called Bill of Lading, Paperless Bill of Lading and whether issued in paper form or electronically.

"Carrier" means CU LINES PTE. LTD on whose behalf this Bill of Lading has been signed.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.

"Combined Transport" arises if the Place of Receipt and/or Place of Delivery are indicated in the relevant spaces on the face hereof.

"Container" includes any container, trailer, transportable tank, flat or pallet, cradle, sled or any similar article used to consolidate Goods and any equipment associated or attached thereto.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading, including, without limitation, storage, demurrage, detention and reefer services.

"Goods" means whole or any part of the cargo described on the face of this Bill of Lading which has been received from the Shipper and accepted by the Carrier and, includes the packing and any equipment or Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the provision of the International Convention for the Unification of Certain Rules Relating to Bills of Lading done at Brussels August 25, 1924.

"Hague-Visby Rules" means the provision of the Hague Rules as Amended by the Protocol done at Brussels on February 23, 1968.

"Indemnify" includes defend, indemnify and hold harmless.

"Merchant" includes the Shipper, Consignee, holder of this Bill of Lading, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods or of this Bill of Lading or anyone acting on behalf of such Person.

"Participating Carrier" includes any water, rail, motor, air or other carrier utilised by the Carrier for any part of the transportation covered by the Bill of Lading.

"Person" includes an individual, group, company or other legal entity.

"Port-to-Port Transport" arises if the Carriage is not Combined Transport.

"Sub-Contractor" includes but is not limited to owners, operators and space providers of vessels (other than the Carrier), stevedores, terminals and groupage operators, Participating Carriers, road and rail transport operators, warehousemen, longshoremen and any independent contractor employed by the Carrier in performance of the Carriage and any sub-sub-contractors thereof.

"US COGSA" means the United States Carriage of Goods by Sea Act, 1936 and any amendments thereto.

"Vessel" includes the vessel(s) named in this Bill of Lading, any substituted vessel(s), any vessel to which transshipment may be made in the performance of this contract and any vessel, ship, craft, lighter or other means of transport whatsoever, owned, chartered, operated or controlled and used by the Carrier in the performance of this contract which is or shall be substituted, in whole or in part, for the vessel(s) named on the face hereof.

## **1 APPLICATION OF TERMS AND CONDITIONS**

- 1.1 The terms and conditions provided for in this Bill of Lading shall apply in any action by or against the Carrier for any loss or damage whatsoever and howsoever occurring (and without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this Bill of Lading), whether the action be founded in contract, bailment or in tort.
- 1.2 The terms and conditions provided for in this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of Container(s) to the Merchant whether before, during or after the Carriage.
- 1.3 The terms and conditions of this Bill of Lading are separable, and if any term or condition is held to be invalid, null and void, or unenforceable, that shall not affect in any way the validity or enforceability of any other term or condition of this Bill of Lading.
- 1.4 The terms and conditions of this Bill of Lading shall govern the relations between the Carrier and the Merchant in respect of the Carriage, whether a Bill of Lading is issued or not.

## **2 NON VESSEL OPERATING COMMON CARRIER (NVOCC)**

If the Merchant is a Non-Vessel-Operating Common Carrier (NVOCC), and has issued or intends to issue, other contracts of Carriage to third parties covering the Goods, or part of the Goods, carried under this Bill of Lading, said NVOCC hereby warrants and guarantees that all

contracts of Carriage issued by him in respect of the Goods under this Bill of Lading shall incorporate the terms and conditions of this Bill of Lading. Should the said NVOCC fail to incorporate those Terms and Conditions, the NVOCC shall indemnify the Carrier, its servants, agents and Sub-Contractors against all resulting consequences.

### **3 CARRIER'S TARIFF**

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Bill of Lading. Particular attention is drawn to terms and conditions concerning additional charges including Container and vessel and/or vehicle demurrage, detention, storage expenses and legal fees. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff. In the case of any conflict or inconsistency between this Bill of Lading and the applicable Tariff, it is agreed that this Bill of Lading shall prevail.

### **4 REMITTANCE AND ACCEPTANCE OF THE BILL OF LADING**

This Bill of Lading shall be sent or released to the Merchant at its sole risk, expense and responsibility and shall be deemed remitted to the Merchant upon sending physically or electronically. In accepting this Bill of Lading, the Merchant agrees to be bound by all provisions, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Merchant, notwithstanding any contrary custom or privilege, and unless otherwise agreed in writing between the Carrier and the Merchant, the Merchant agrees that all agreements or Freight engagements for and in connection with the Carriage of the Goods are superseded by the Bill of Lading, including any previous engagements between the Merchant and the Carrier, its agents, Sub-Contractors, employees, captains or Vessels and acknowledges that the said provisions, exceptions, terms and conditions supersede its own general terms and conditions and/or all similar documents. The Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or related performance of the Carriage of the Goods with third parties.

### **5 WARRANTY**

The Merchant warrants that in agreeing to the terms and conditions in this Bill of Lading, he is the owner of the Goods or that he does so with the authority of the owner of the Goods or of the Person entitled to the possession of the Goods or of this Bill of Lading.

### **6 SUB-CONTRACTING AND INDEMNITY**

6.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage, including liberty to further sub-contract.

- 6.2 The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Person whomsoever by whom the Carriage is performed or undertaken (including all Sub-Contractors of the Carrier), other than the Carrier, which imposes or attempts to impose upon any such Person, or any vessel owned or chartered by such Person any liability whatsoever in connection with the Goods or the carriage of the Goods, whether or not arising out of negligence on the part of such Person. If any such claim or allegation should nevertheless be made, the Merchant shall indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such Person or vessel shall have the benefit of every right, defence, limitation and liberty of whatsoever nature herein contained or otherwise available to the Carrier as if such terms and conditions were expressly for their benefit. In entering into this contract, the Carrier, to the extent of these provisions, does so on its own behalf and also as agent and trustee for such Persons or vessel.
- 6.3 The provisions of Clause 7.2, including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying Vessel.
- 6.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading or which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence or misdelivery on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

## **7 CARRIER'S RESPONSIBILITY**

### **7.1 Port to Port Transport**

- 7.1.1 When loss or damage has occurred between the time of loading of the Goods by the Carrier or Participating Carrier at the Port of Loading, and the time of discharge by the Carrier or Participating Carrier at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with Art 1 to 8 of the Hague Rules. These articles of the Hague Rules shall apply as a matter of contract.
- 7.1.2 The Carrier shall be under no liability whatsoever for loss or damage to the Goods, howsoever caused, if such loss or damage arises before the time of loading of the Goods by the Carrier or Participating Carrier at the Port of Loading, or after the time of discharge by the Carrier or Participating Carrier at the Port of Discharge. In this regard, the Carrier shall not be liable for any loss or damage to the Goods, including but not

limited to claims arising from the non-delivery and/or misdelivery of the Goods (being the release of the Goods to Persons who are not holders of the original Bill of Lading), unless caused by the actual fault and privity of the Carrier.

- 7.1.3 Should the Carrier nevertheless be liable for loss or damage to the Goods before the time of loading of the Goods by the Carrier or Participating Carrier at the Port of Loading or after the time of discharge by the Carrier or Participating Carrier at the Port of Discharge, including but not limited to claims arising from the non-delivery and/or misdelivery of the Goods (being the release of the Goods to Persons who are not holders of the original Bill of Lading), the Carrier shall be entitled to limit its liability for such claims on the basis of Clause 9.1 below.
- 7.1.4 Where any applicable compulsory law provides to the contrary of Clause 8.1.1 and/or 8.1.2 and/or 8.1.3 above, the Carrier shall nonetheless have the benefit of every right, defence, limitation (if lower), and liberty in the Hague Rules during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.
- 7.1.5 Notwithstanding anything else in this Bill of Lading to the contrary, on shipments to or from the United States (as defined by the US COGSA), the rights and liabilities of the parties shall be subject exclusively to the US COGSA which shall also govern before the Goods are loaded on and after they are discharged from the Vessel provided, however, that the Goods at said times are in the custody of the Carrier or any Sub-Contractor.
- 7.2 Combined Transport
  - 7.2.1 Where Carriage is Combined Transport, the Carrier undertakes to perform and/or in its own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Place of Delivery or the Port of Discharge, whichever is applicable. The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tenders the Goods for delivery at the applicable points. The Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.
  - 7.2.2 If the stage of Carriage during which loss or damage occurred is not known :
  - 7.2.3 The Carrier shall be relieved from liability for any loss or damage to the extent that such loss or damage was caused by:

- (a) An act or omission of the Merchant or Person acting on behalf of the Merchant (other than the Carrier, his servant, agent or Sub-Contractor) ;
- (b) Insufficient or defective condition of packing or marking;
- (c) Compliance with instructions of any Person entitled to give them;
- (d) Handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;
- (e) Inherent vice of the Goods;
- (f) Strike, lockout, stoppage or restraint of labour, from whatever cause, whether partial or general;
- (g) A nuclear incident;
- (h) Any cause or event which the Carrier could not avoid and the consequence of which he could not prevent by the exercise of reasonable diligence;
- (i) Fire, unless caused by the actual fault or privity of the Carrier;
- (j) Any act or omission of the Carrier the consequences of which he could not have reasonably foreseen.

7.2.4 The burden of proving that any loss or damage was caused by one or more of the causes or events mentioned in Clause 8.2.3 shall rest upon the Carrier, save that if the Carrier is able to demonstrate that, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clause 8.2.3 then it shall be presumed that it was so caused and in such circumstances the burden of proof shall be on the Merchant to prove that the loss or damage or delay was not caused wholly or partly by one or more of these causes or events.

7.2.5 If the stage of carriage during which loss or damage occurred is known :-

7.2.6 Subject to Clauses 8.2.1, 20 and 21, the Carrier's liability in respect of any such loss or damage occurring shall be determined as follows:-

- (a) If the loss or damage is known to have occurred during Carriage by sea for shipments not to or from the United States of America or waterborne Carriage outside the United States of America, Articles 1 to 8 of the Hague Rules shall

apply. These articles of the Hague Rules shall apply as a matter of contract. Further, if the loss or damage to the Goods is known to have occurred during a period when the Goods were in the custody of a Participating Carrier then the Carrier shall have the benefit of any and all rights, defences, exemptions, limitations and immunities contained in or incorporated by or compulsorily applicable to the Participating Carrier's tariff(s) or contract(s) with the Carrier (in addition to all of the rights, defences, exemptions, limitations and immunities contained in this Bill of Lading and the Carrier's tariff) and for this purpose such benefit, rights, defences, exemptions, limitations and immunities shall be deemed to be incorporated herein, and copies are obtainable from the Carrier upon request.

- (b) If the loss or damage is known to have occurred outside the United States of America and during any inland carriage or non-waterborne Carriage, liability shall be determined in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or in accordance with Clauses 8.2.3 and 9.1, whichever imposes less liability on the Carrier.

7.2.7 Notwithstanding Clauses 8.2.1 to 8.2.6 above, should the Carrier nevertheless be liable for loss or damage to the Goods, including but not limited to claims arising from the non-delivery and/or misdelivery of the Goods (being the release of the Goods to Persons who are not holders of this Bill of Lading), the Carrier's liability shall be limited on the basis of Clause 9.1 below.

### 7.3 USA Clause Paramount (if applicable)

7.3.1 If Carriage includes Carriage to, from or through a port in the United States of America, this Bill of Lading shall be subject to the US COGSA, the terms of which are incorporated herein and shall be paramount throughout Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the sea-terminal in the United States of America before loading onto the Vessel or after discharge therefrom as the case may be.

7.3.2 The Carrier shall not be liable in any capacity whatsoever for loss or delay to the Goods or non-delivery or misdelivery howsoever caused while the Goods are in the United States of America away from the sea-terminal and are not in the actual custody of the Carrier. At these times, where the Goods are in the custody of Participating Carriers, the Carrier acts as agent only to procure Carriage by the Participating Carriers in accordance with their usual terms, conditions and tariff(s), copies of which are obtainable from the Carrier upon request. If, for any reason, the Carrier is denied the

right to act as agent only at these times, his liability for loss or damage to the Goods or non-delivery or misdelivery thereof shall be determined in accordance with Clause 5.2 hereof.

- 7.3.3 If the US COGSA applies then the liability of the Carrier and/or the Vessel shall not exceed US\$500 per package or customary freight unit (in accordance with Section 1304(5) thereof), unless the value of the Goods has been declared on the face hereof, in which case Clause 9.2 shall apply.

## **8 LIABILITY PROVISIONS**

### **8.1 Basis of Compensation**

- 8.1.1 If the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be limited to the value of the Goods so damaged or lost (excluding insurance, custom fees, taxes, Freight and retail value). The value of the Goods shall be determined by reference to the commercial invoice or the customs declaration, whichever is lower, subject always to Clause 9.1.3 which the Carrier does not waive.

- 8.1.2 The Carrier shall in no circumstances whatsoever and howsoever arising be responsible for direct or indirect losses, including but not limited to economic losses such as lost profits and/or losses caused by delays in delivery, regardless of whether such losses are caused by the Carrier and/or Participating Carrier's negligence. Where compensation is payable, the Carrier is entitled to deduct therefrom any sum then due or which at any time thereafter may become due to the Carrier by the Merchant under this Bill of Lading or under any agreement or contract between the Carrier and the Merchant. The Carrier also reserves the right to settle any compensation payable to the Merchant by way of a credit note.

- 8.1.3 If the Hague Rules are applicable by national law, the liability of the Carrier shall in no event exceed the limit provided in the applicable national law. If the Hague Rules are applicable otherwise than by national law, the liability of the Carrier shall in no event exceed 100 pounds sterling per package or unit.

### **8.2 Ad Valorem Declaration of Value**

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that compensation higher than that provided for in this Bill of Lading may not be claimed unless, with the consent of the Carrier, the value of the Goods is declared by the Shipper prior to the commencement of the Carriage and is stated in writing on this Bill of

Lading and extra Freight is paid. In that case, the amount of the declared value shall be substituted for the limits laid down in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. In any event, the compensation shall not exceed the actual commercial value of the Goods as defined in Clause 9.1 above.

### 8.3 Delay

8.3.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or Place of Delivery at any particular time or to meet any particular requirement of any licence permission, sale contract or credit of the Merchant or market or use. As stated at Clause 9.1.2 above, in no circumstances whatsoever and however arising shall the Carrier be liable for directly or indirectly incurred loss or damage caused by delay, including pure economic losses such as lost profits.

8.3.2 If notwithstanding the foregoing the Carrier is held responsible for any delay, it is hereby expressly agreed that the Carrier's liability shall be limited to the Freight paid or to be paid under this Bill of Lading for the delayed Goods, exclusive of local charges and/or demurrage. For avoidance of doubt, Clause 9.1.1 shall not apply in this instance.

### 8.4 Agency

Whenever the Carrier undertakes to accomplish any act, operation or service not initially agreed or mentioned on this Bill of Lading, he shall act as the Merchant's agent and shall be under no liability whatsoever for any loss or damage to the Goods or any direct, indirect or consequential loss arising out of or resulting from such act, operation or service, including but not limited to pure economic losses. If, for any reason whatsoever, the Carrier is denied the right to act as agent as mentioned above, its liability for loss, damage or delays shall be determined in accordance with this Bill of Lading.

### 8.5 Subrogation

When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party, including any Participating Carrier and/or Sub-Contractor, on account of such payment. The Merchant shall sign a subrogation receipt, release and indemnity immediately on the Carrier's proposed terms when requested by the Carrier.

## **9 NOTICE OF CLAIM AND TIME BAR**

9.1 Unless notice of loss or damage to the Goods and the general nature of it be given in writing to the Carrier at the Port of Discharge or Place of Delivery before or at the time

of the removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent, within 15 consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods described in this Bill of Lading.

- 9.2 Subject to Clause 10.3, the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought in the proper forum and written notice thereof given to the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the case of total loss of the Goods the period shall begin to run two months after the Goods have been received for transportation.
- 9.3 In the event the time period in Clause 10.2 shall be found to be contrary to any law compulsorily applicable, the period prescribed by such law shall then apply but in that circumstance only.

## **10 METHODS AND ROUTES OF CARRIAGE**

10.1 The Carrier may at any time and without notice to the Merchant:

- (a) use any means of transport or storage whatsoever to perform the Carriage ;
- (b) transfer the Goods from one conveyance to another, including but not limited to transshipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof ;
- (c) unpack and remove the Goods which have been packed into a Container and forward them in another Container or otherwise ;
- (d) proceed by any route, place, or port, in its discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order;
- (e) load or unload the Goods at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port;
- (f) comply with any orders or recommendations given by any government or authority, or any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions;
- (g) permit the Vessel to proceed with or without pilots, to tow or be towed or to be

dry-docked, with or without Goods and/or Containers on board.

- 10.2 The liberties set out in Clause 11.1 may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other Goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Person(s), including but not limited to persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done or not done in accordance with Clause 11.1 or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

## **11 MATTERS AFFECTING PERFORMANCE**

- 11.1 If at any time of the Carriage, the Vessel or other goods on board the Vessel are or are likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind (other than the inability of the Goods, due to their condition, to be safely or properly carried or carried further) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage was caused by the negligence of and/or financial difficulties of the Carrier and/or any Participating Carrier, or by circumstances that existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier may at its sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:

- (a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route from that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this sub-Clause then, notwithstanding the provisions of Clause 11 hereof, the Carrier shall be entitled to charge such additional Freight as the Carrier may determine, or
- (b) suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representation as to the maximum period of suspension of Carriage. If the Carrier elects to invoke the terms of this sub-Clause, then, notwithstanding the provisions of Clause 11 hereof, the Carrier shall be entitled to the payment of such additional Freight as the Carrier may determine, or
- (c) abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any port or place which the Carrier may deem safe and convenient,

whereupon the responsibility of the Carrier in respect of such Goods shall entirely cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at such port or place.

- 11.2 Where the Carrier elects to use an alternative route under Clause 12.1(a) or to suspend the carriage under Clause 12.1(b), this shall not prejudice its right subsequently to abandon the carriage.

## **12 INSPECTION OF GOODS**

- 12.1 The Carrier and/or any Sub-Contractor and/or any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or scan any package or Container at any time and to inspect, weigh, measure, value or pack the Goods and/or weigh the Container without notice to the Merchant . Should the Goods be misdeclared, the Carrier reserves its right to stop the Carriage at any time according to Clause 12 without prejudice to the Carrier's other rights including those under Clauses 14 and 15.
- 12.2 If Clause 13.1 applies or if by order of the authorities at any place, a Container or package has to be opened, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection, weighing, measurements, valuation or repacking. The Merchant shall indemnify the Carrier for the cost of all opening, unpacking, inspection, weighing, measurements, valuation or repacking taken as above.
- 12.3 In no circumstances whatsoever, the Carrier shall be liable for any loss, damage or delay howsoever arising from any action taken under this Clause, regardless of whether such loss, damage or delay was caused by the negligence of the Carrier and/or Participating Carrier.

## **13 DESCRIPTION OF GOODS**

- 13.1 This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in external apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated on the face hereof as "Total Number of Containers/Packages received and acknowledged by the Carrier".
- 13.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, temperature, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

13.3 If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included at the request of the Merchant for its convenience and at its sole risk. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Bill of Lading, and the Merchant agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading, including reasonable legal expenses and costs (on a full indemnity basis). The Merchant acknowledges that, except when the provisions of Clause 9.2 apply, the value of the Goods is unknown to the Carrier.

#### **14 SHIPPER'S/MERCHANT'S RESPONSIBILITY**

14.1 All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this Bill of Lading, and remain so liable throughout Carriage notwithstanding their having transferred this Bill of Lading and/or title to the Goods to any third party. Such liability shall include but not be limited to costs, expenses and legal fees (on a full indemnity basis) incurred in collecting charges and sums due to the Carrier.

14.2 The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the face of this Bill of Lading have been checked by or on behalf of the Merchant on receipt of this Bill of Lading and that such particulars, and any particulars furnished by or on behalf of the Merchant, are adequate and correct.

14.3 The Merchant shall indemnify the Carrier against all loss, damage, fines, penalties, expenses or other sanctions arising or resulting from any breach of the warranty in Clause 15. 2 or from any other cause in connection with the Goods for which the Carrier is not responsible.

14.4 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imports, expenses or losses (including, without prejudice to the generality of the foregoing, Freight for any additional Carriage undertaken) incurred or suffered by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or the discovery of any drugs, narcotics or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant or any stowaways discovered inside the Container and shall indemnify the Carrier in respect thereof, including legal expenses

and costs on a full indemnity basis.

- 14.5 If Containers supplied by or on behalf of the Carrier are unpacked by or for the Merchant, the Merchant is responsible for returning the empty Containers, with interiors clean and odour free, with all fittings installed by the Merchants removed and without any rubbish, dunnage or other debris inside, and in the same condition as received, to the point or place designated by the Carrier, within the time prescribed under the Tariff. Likewise, where the Carrier supplies any equipment to the Merchant, the Merchant shall return the same to the Carrier in the same condition as received to the point or place designated by the Carrier, within the time prescribed under the Tariff.
- 14.6 Containers and/or other equipment released into the care of the Merchant or any Person acting on the Merchant's behalf for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until returned to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers and/or other equipment, and all liability claims from third parties (including claims for loss of or damage to property of other Persons or injuries or death to other Persons) or costs or fines resulting from the Merchant's use of such Containers and/or equipment. The Merchant deemed to be aware of the dimensions and capacity of any Containers or equipment released to them.

## **15 CARRIER'S CONTAINERS**

- 15.1 Goods received in break bulk will be stuffed by the Carrier in Containers and the Carrier shall have the right to carry any Containers, whether or not stuffed by the Carrier, on deck or below deck. All such Goods shall participate in General Average, Salvage charges and/or special charges. The Terms and Conditions of this Bill of Lading, including the applicable laws as provided for in Clause 29 shall apply to Containers carried on deck.

## **16 MERCHANT-PACKED CONTAINER**

- 16.1 If a Container has not been packed by or on behalf of the Carrier:
- 16.1.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use and acceptance by the Merchant.
- 16.1.2 The Carrier shall not be liable for loss, damage or delay to the Goods caused by matters beyond his control, including, inter alia, without prejudice to the generality of this exclusion:

- (a) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or
- (b) the unsuitability of the Goods for Carriage in the Container supplied, or
- (c) the unsuitability or defective condition of the Container or the incorrect setting of any ventilation, heating or other refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or
- (d) packing temperature-controlled Goods that are not at the correct temperature for Carriage; or
- (e) condensation.
- (f) the manner in which the Goods are out of gauge and/or are stowed on or in open top containers, flat racks or platforms.

16.2 The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container is delivered by the Carrier with its original seal as affixed by the Merchant or customs or security control intact, or if the Carrier can establish bona fide circumstances in which the original seal was replaced, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.

16.3 If nevertheless a claim for shortage is made against the Carrier by any Person, the Merchant shall indemnify the Carrier against the cost of any such claim, plus any costs incurred in respect thereof (including legal costs on a full indemnity basis).

16.4 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 17.1, save that, if the loss, damage, liability or expense was caused by a matter referred to in Clause 17.1.2(c), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the proviso referred to in that Clause applies.

## **17 SPECIAL, REFRIGERATED OR HEATED CONTAINER**

17.1 Unless the Merchant and the Carrier agree in writing before shipment that specially ventilated, refrigerated or heated Containers will be used to ship the Goods and such agreement is noted on the front of this Bill of Lading, and the Merchant gives proper written notice to the Carrier of the nature of the Goods and of the particular temperature range to be maintained and/or special attention required and the Merchant pays the

extra Freight charged under the Carrier's Tariff or as agreed, the Goods shall be carried in ordinary unventilated Containers.

- 17.2 In case of a refrigerated Container stuffed by or on behalf of the Merchant, the Merchant undertakes that its thermostatic, ventilating or any other controls have been correctly set by the Merchant and that the temperature of the Goods and the refrigerated Container has been brought to the required temperature level before stuffing and that the Goods have been properly stowed in the Container before the receipt thereof by the Carrier. If these requirements are not fully met, the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising, even if such loss and/or damage were caused by the negligence of the Carrier and/or Participating Carrier.
- 17.3 The Merchant shall be responsible for the operation and maintenance of the Carrier's Container while it is in the Merchant's custody or the custody of any Person acting on the Merchant's behalf.
- 17.4 If a suggested temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at the noted temperature plus or minus 2°C permitted, and the Carrier shall exercise due diligence to maintain such temperature, plus or minus 2°C while the Goods are in its actual possession. The Carrier shall not be liable for the consequences of delivering the Goods at temperatures plus or minus 2°C as required for transport.
- 17.5 The Carrier does not warrant that the Container be properly ventilated, refrigerated or heated throughout the carriage, nor shall the Carrier be liable for any loss of or damage to the Goods arising from any latent defects, any total or partial failure or breakdown, or stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container, Vessel, conveyance and any other facilities, provided that the Carrier shall before or at the beginning of the carriage exercise due diligence to maintain the refrigerated Container in an efficient state.
- 17.6 In case of the Merchant's own Container, a set of emergency kit and an operation manual shall be supplied by the Merchant.

## **18 DANGEROUS GOODS AND CONTRABAND**

- 18.1 The Merchant undertakes not to tender for Carriage any Goods which are of a dangerous, inflammable, radioactive or damaging nature, or which are or may become liable to damage any property whatsoever, without the Carrier's express consent in writing, and without the Container as well as the Goods themselves being distinctly

marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are liable or deemed liable to become of a dangerous, inflammable, radioactive or damaging nature, they may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

- 18.2 The Merchant undertakes to provide the Carrier with all accurate and up to date detailed information related to the nature, dangerousness and stowage, storage and transportation of such Goods and that such Goods are packed, stowed and stuffed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws and regulations which may be applicable during the Carriage.
- 18.3 Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims losses, damages or expenses arising in consequence of the Carriage of such Goods.
- 18.4 Nothing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere.

## **19 OPTIONAL STOWAGE AND DECK CARGO**

- 19.1 The Goods may be packed by the Carrier in Containers and consolidated with other Goods in Containers.
- 19.2 Goods, whether packed in Containers or not, may be carried on deck or under deck, at the sole discretion of the Carrier, without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If Goods are carried on deck, the Carrier shall not be required to specially note, mark or stamp on the Bill of Lading any statement of such on-deck carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding.
- 19.3 Save as provided in Clause 20.4 such Goods (except livestock) carried on or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of goods for the purpose of the Hague Rules and shall be carried subject to such Rules.
- 19.4 In the event the Goods are stated on the face of this Bill of Lading as being carried on deck and which are so carried, the Hague Rules shall not apply and the Carrier shall

be under no liability whatsoever for loss, damage or delay, howsoever arising from the Carriage of such Goods on deck, and whether or not caused by the negligence on the part of the Carrier, its servants, agents or Sub-Contractors. If the Carrier is nevertheless liable, the Carrier's liability shall be limited according to the Terms and Conditions of this contract or alternatively, pursuant to any other compulsorily applicable legislation.

## **20 LIVESTOCK**

20.1 The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising. Should the Master in his sole discretion consider that any live animals likely to be injurious to any other live animal or any Person or property on board, or to cause the vessel to be delayed or impeded in the prosecution of the Carriage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the Carriage of any live animal.

## **21 NOTIFICATION AND DELIVERY**

21.1 Any mention in this Bill of Lading 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 give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation hereunder.

21.2 The Merchant shall take delivery of the Goods within the free storage time provided for in the Carrier's applicable Tariff(s) or as otherwise required by the Carrier. If the Merchant fails to do so, without prejudice to any other rights of the Carrier hereunder, the Carrier may without notice unload the Goods or part thereof from the Vessel or Container and/or store the Goods or part thereof ashore, afloat in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or part thereof shall cease, and the costs of such unloading or storage (if paid or payable by the Carrier or any Participating Carrier or Sub-Contractor of the Carrier) shall be paid by the Merchant to the Carrier on demand.

21.3 If, whether by act or omission, the Merchant directly or indirectly prevents, delays or hinders the discharge or the delivery of the Goods, any costs, expenses or liability so resulting shall be for the Merchant's full account.

- 21.4 The Merchant's attention is drawn to the stipulations regarding detention and demurrage in the Carrier's applicable Tariff(s). If the Goods are unclaimed during a reasonable period not to exceed [60] days or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier may, without prejudice to any other rights against the Merchant, at his sole discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant, and apply the proceeds of such sale or disposal in reduction of the sums due to the Carrier from the Merchant. The Carrier may also, at his sole discretion, ship the Goods back to their Port of Loading and the return Freight incurred shall be for the Merchant's account.
- 21.5 Where the Carrier is obliged to discharge the Goods into the custody of any customs, port or other authority at the Port of Discharge or Place of Delivery (as the case may be), such discharge shall constitute due, lawful, and contractual delivery to the Merchant under this Bill of Lading. In the event the aforesaid customs, port or other authority releases the Goods to a Party who is not a holder of this Bill of Lading without the Carrier's authorisation, the Carrier shall not be liable to the Merchant for non-delivery and/or misdelivery of the Goods (being the release of the Goods to Persons who are not holders of this Bill of Lading). Should the Carrier nevertheless be liable for the non-delivery and/or misdelivery of the Goods as aforesaid, the Carrier's liability shall be limited on the basis of Clause 9.1, and shall be entitled to an indemnity from the Merchant in respect of such liability and legal costs (on a full indemnity basis).
- 21.6 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause, notwithstanding its having been notified of the availability of the Goods for delivery, shall constitute an irrevocable waiver by the Merchant to the Carrier of all and any claims whatsoever relating to the Goods or the Carriage.
- 21.7 The Carrier, its agents and servants shall not in any circumstances whatsoever be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description nor for misdelivery due to marks or countermarks or numbers, nor for failure to notify the Consignee of the arrival of the Goods, any custom of the part to the contrary notwithstanding. Should the Carrier nevertheless be liable for the non-delivery and/or misdelivery of the Goods as aforesaid, the Carrier's liability shall be limited on the basis of Clause 9.1.

## **22 FREIGHT AND CHARGES**

- 22.1 All Freight shall be deemed fully, finally and unconditionally earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event whatsoever.

- 22.2 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff or as otherwise agreed.
- 22.3 Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that additional Freight shall be payable to the Carrier. The Merchant shall indemnify the Carrier for all penalties and legal costs and expenses (on a full indemnity basis) resulting from such incorrect particulars being furnished.
- 22.4 The Merchant shall be responsible for the full payment to the Carrier, its agent, representatives, successors or assignees, of the entire Freight due pursuant to this Bill of Lading on the agreed date and for its full amount, without possible deduction or set off of any sort. The Merchant irrevocably agrees to waive any right of set-off between the Freight and any amount due under a contractual or tortious claim, which he has or may have against the Carrier and/or its Sub-Contractors, agents, officers, employees or assignees, whether or not the claim is related to the Carriage under this Bill of Lading and without prejudice to its right to file such claim subsequently.
- 22.5 Any Person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.
- 22.6 All the persons coming within the definition of Merchant shall be and remain jointly and severally responsible for all Freight and charges due under this Bill of Lading, applicable tariffs and/or contracts together with any costs, expenses and legal fees (on a full indemnity basis) incurred in collecting any sums due to Carrier.

## **23 LIEN**

- 23.1 The Carrier shall have a lien on the Goods and any documents relating thereto and a right to sell the Goods whether privately or by public auction pursuant to Clause 22.4 above without notice to the Merchant for :
- (a) all Freight (including all additional Freight payable under the terms of this Bill of Lading), deadfreight, demurrage, Container demurrage and storage charges, detention charges, salvage, general average contributions, loss, charges, expenses and any other sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and any contract preliminary

hereto ;

- (b) for the costs and expenses of exercising such lien and of such sale (including legal fees on a full indemnity basis) ; and
- (c) for the costs and legal expenses of recovering any sums due from the Merchant to the Carrier under this contract of Carriage; and
- (d) for all previously unsatisfied debts due from the Merchant to the Carrier, including Freights and charges as mentioned in sub-Clause (a) above due and outstanding on any other contracts for the carriage of goods concluded between the Carrier and the Merchant, at any time where such sums or Freights remain due and unpaid.

23.2 The Carrier may exercise its lien at any time and any place in its sole discretion, through the action of any servant, agent or Sub-Contractor, whether the Carriage is completed or not.

## **24 FCL MULTIPLE BILLS OF LADING**

24.1 Goods will only be delivered in a Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered authorising delivery to a single Merchant at a single Place of Delivery or Port of Discharge (as the case may be). In the event this requirement is not fulfilled, the Carrier may in its absolute discretion unpack the Container and, in respect of Goods for which Bills of Lading have been surrendered, deliver them to the Merchant on a LCL basis. Such delivery shall constitute due delivery hereunder but will only be effected against payment by the Merchant of LCL Service Charges and any charges appropriate to LCL Goods (as laid down in the Tariff) together with the actual costs incurred for any additional services rendered.

24.2 If this is an FCL multiple Bill of Lading in that multiple Bills of Lading have been issued in respect of the contents of a Container, this will be evidenced by the qualification of the tally acknowledged overleaf to the effect that it is "One of part cargoes in the Container". In such circumstances, the Goods described on the face of the Bill of Lading are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk Goods or unappropriated Goods, or is or becomes mixed or unmarked or unidentifiable, the holders of Bills of Lading relating to Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in its absolute discretion determine, and such delivery shall constitute due delivery

hereunder. In any event, the Carrier shall not be liable for any shortage, loss, or damage of the Goods or other discrepancies of the Goods, which are found upon unpacking of the Container, unless such shortage, loss or damage was caused by the Carrier's actual fault or privity.

## **25 GENERAL AVERAGE AND SALVAGE**

25.1 General Average shall be adjusted at any port or place at the option of the Carrier in accordance with the York - Antwerp Rules 1994 and any subsequent modification or re-enactment thereto and shall be applied to Containers and/or Goods loaded on deck or under deck. Any general average on a vessel not operated by the Carrier shall be adjusted according to the requirement of the operator of that vessel. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated General Average contribution of the Goods before delivery.

25.2 In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant shall jointly and severally contribute with the Carrier in general average in 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 Goods. All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered general average expenses.

If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving vessel or vessels belonged to strangers.

25.3 In the event of the Master at his sole discretion considering that salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to Goods and that the Carrier may act as his agent to settle salvage remuneration. The Merchant shall timely and fully provide cash deposit or other security to the salvor without affecting the schedule of the Vessel after the salvage, failing which the Merchant shall be liable for any losses arising therefrom and sustained by the Carrier.

## **26 BOTH-TO-BLAME COLLISION**

If the Vessel comes into collision with another ship as a result of the negligence of the other ship 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 ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel 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 of a collision or contact.

## **27 VARIATION OF CONTRACT**

No servant, agent or Sub-Contractor of the Carrier shall have power to waive or vary any of the terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorised or approved in writing by the Carrier.

## **28 LAW AND JURISDICTION**

- 28.1 This Bill of Lading and the contract contained or evidenced by this Bill of Lading shall be construed and applied according to and be governed by the laws of Singapore.
- 28.2 All disputes relating to this Bill of Lading shall be determined by the Courts of Singapore to the exclusion of the courts of any other country provided always that the Carrier may in its absolute discretion invoke or voluntarily submit to the jurisdiction of the Courts of any other country which, but for the terms of this Bill of Lading, could properly assume jurisdiction to hear and determine such disputes, but shall not constitute a waiver of the terms of this provision in any other instance.
- 28.3 Notwithstanding Clause 29.2 above, actions against the Merchant under this contract of Carriage contained or evidenced by this Bill of Lading may be brought, in the Carrier's sole discretion, in a court of competent jurisdiction in the Place of Receipt, the Port of Loading, the Port of Discharging, the Place of Delivery, or any other place related to the Carriage, or where the Merchant has a place of business or has assets.
- 28.4 Notwithstanding Clauses 29.1 and 29.2 above, where the shipment covered by this Bill of Lading is to or from the United States of America (including its districts, territories and possessions), all claims arising hereunder must be brought and heard exclusively in the United States District Court for the Southern District of New York, or if that court is not competent to hear the matter, in any competent state or city court located in New York County. Except as otherwise set out herein, the United States law, including the Carriage of Goods by Sea Act 1936, shall apply to such claims. Where U.S. COGSA applies, then the provisions stated in said Act shall govern during carriage of the Goods

before loading on the vessel at the port of loading and following discharge from the vessel at the port of discharge, and throughout the time that the Goods are in the Carrier's possession, custody or control.

### **SEA WAYBILL TERMS AND CONDITIONS**

1. Received by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number of Containers or other packages or units enumerated on the front of this Sea Waybill, for Carriage from the Place of Receipt or Port of Loading, whichever is applicable, to the Place of Delivery or Port of Discharge, whichever is applicable, according to the terms of the contract evidenced by this Sea Waybill.
2. Unless instructed otherwise in writing by the Shipper, delivery of the Goods will be made to the Consignee or his authorised representative. Delivery to be made upon proper proof of identity and authorisation without the need of producing or surrendering a copy of this Sea Waybill.
3. The contract evidenced by this Sea Waybill is subject to the terms, conditions, exceptions, limitations and liberties (including those relating to pre-carriage and on-carriage) set out in and incorporated by the Carrier's Combined Transport Bill of Lading. The terms of the Carrier's applicable Tariff(s) are also incorporated herein. Particular attention is drawn to the terms therein relating to Container and vessel demurrage.

Unless the context otherwise requires, the term or any reference to "Bill of Lading" and "applicable Tariff(s)" wherever appearing in the Carrier's Bill of Lading shall be deemed to include and refer to this Sea Waybill.

The Shipper accepts the said terms, conditions, exceptions, limitations and liberties on its own behalf and on behalf of the Consignee and the Owner of the Goods and warrants that it has authority to do so. In particular, the Shipper, Consignee and Owner of the Goods recognise the Carrier's rights of lien and sale pursuant to Clauses 222 and 24 of the Carrier's Combined Transport Bill of Lading.

4. The Consignee by presenting this Sea Waybill and/or by requesting delivery of the Goods undertakes all liabilities of the Shipper hereunder, such undertaking being additional and without prejudice to the Shipper's own liability. The benefit of the contract evidenced by this Sea Waybill shall thereby be transferred to the Consignee.
5. The Hague or Hague-Visby Rules, whichever would have been applicable if this Sea Waybill were a Bill of Lading shall apply to the contract evidenced by this Sea Waybill. The contract evidenced by this Sea Waybill is deemed to be a contract of Carriage as defined in Article 1(b) of the Hague Rules and the Hague-Visby Rules.

6. The contract evidenced by this Sea Waybill is subject to the CMI Uniform Rules for Sea Waybills.
7. The contract evidenced by or contained in this Sea Waybill shall be governed by Singapore law. Subject to Clause 29.3 of the Carrier's Combined Transport Bill of Lading Terms, all disputes relating to this contract shall be determined by the Courts of Singapore unless the Carrier otherwise agrees in writing.

(as amended 20240201)