

## 1. Definition

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

"Carrier" means MD LOGIS CORPORATION.

"Merchant" includes the shipper, consignor, consignee, owner and receiver of the Goods and the holder of this Bill of Lading.

"Goods" means the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of Merchant, include the container(s) as well.

"Sub-contractor" includes owners and operators of vessels, stevedores, terminal operators, road and rail transport operators and any independent contractor and their respective servants or agents employed by the Carrier in performance of the whole or any part of the Carriage.

## 2. Governing Law and Jurisdiction

The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese Law except as may be otherwise provided herein, and any action thereunder shall be brought before the Tokyo District Court in Japan.

## 3. Undertaking and Liability of Carrier

- A. (1) Carrier undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this Bill of Lading.
- (2) Carrier assumes liability in accordance with the provisions of this Bill of Lading.
- (3) For the purposes of and subject to the provisions of this Bill of Lading Carrier shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract evidenced by this Bill of Lading.
- B. (1) Carrier shall be liable for loss of or damage to the Goods occurring between the time when he takes the Goods into his charge and the time of delivery.
- (2) Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by :
- a) an act or omission of Merchant, or person other than Carrier acting on behalf of Merchant or from whom carrier took the Goods in charge ;
  - b) insufficiency or defective condition of the packaging or marks and or numbers ;
  - c) handling, loading, stowage or unloading of the Goods by Merchant or any person acting on behalf of Merchant ;
  - d) inherent vice of the Goods ;
  - e) strike, lockout, stoppage or restraint of labour the consequences of which Carrier could not avoid by the exercise of reasonable diligence ;
  - f) compliance with the instructions of the person entitled to give them ;
  - g) fire, unless caused by the actual fault or privity of Carrier ;
  - h) any cause or event which Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

## 4. Special Provisions

- A. Notwithstanding the preceding clause, if the stage of transport where the loss or damage occurred is known, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, if any, which provisions
- (1) cannot be departed from by private contract to the detriment of Merchant ; and
- (2) would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.
- B. Notwithstanding A of this clause
- (1) If it is proved that the loss or damage occurred during transport by sea or inland waterways, this Bill of Lading shall have effect subject to the provisions of any legislation of the Hague Rules contained in the International Convention for the Unification of the Certain Rules relating to Bills of Lading signed at Brussels on August 25th, 1924 or of any legislation of the Hague-Visby Rules contained in the Protocol to amend the Hague Rules done at Brussels on 23 February 1968, or, where applicable, by the Protocol amending the Hague Rules as amended by the Protocol of 23 February 1968 done at Brussels on 21 December 1979, in the country of shipment where they are in force as enacted.
- (2) If it is proved that the loss or damage occurred during transport by air, this Bill of Lading shall have effect subject to the provisions of the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, October 12th, 1929, as amended by the Hague Protocol, 1955.

## 5. Negotiability and Title to the Goods

- (1) This Bill of Lading shall be deemed to be negotiable, unless marked "non-negotiable".
- (2) By accepting this Bill of Lading Merchant and his transferees agree with Carrier that unless it is marked "non-negotiable" it shall constitute title to the Goods and the holder by endorsement of this Bill of Lading shall be entitled to receive or to transfer the Goods herein mentioned.

## 6. Description of Goods

- (1) This Bill of Lading shall be prima facie evidence of the receipt by Carrier of the total number of containers or other packages or units enumerated overleaf.
- (2) No representation is made by Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

## 7. Merchant's Responsibility

- (1) Merchant warrants to Carrier that he particulars relating to the Goods as set out overleaf have been checked by Merchant on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of Merchant are correct.
- (2) Merchant shall indemnify Carrier against all loss, damage and expenses arising or resulting from inaccuracies or in adequacy of such particulars. The right of Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than Merchant.

## 8. Merchant's Packing

Without prejudice to clause 3.B.(2).c. Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of the Goods or by faulty packing within containers or loading on trailers and on flats when such packing or loading has been performed by Merchant or on behalf of Merchant, or by the defect or unsuitability of the containers, trailers or flats, when supplied by Merchant, and shall indemnify Carrier against any additional expenses so caused.

## 9. Dangerous Goods and Indemnity

- (1) Merchant undertakes not to tender for transportation any Goods which are of an explosive, inflammable, radio-active, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature without giving prior written notice to Carrier and making the Goods and containers or other covering on the outside as required by any laws or regulations which may be applicable during the carriage.
- (2) If the requirements of sub-clause(1) are not complied with, the Goods may, at any time or place or waters during the transport, be unloaded, thrown overboard, destroyed, or rendered harmless or otherwise disposed of at Carriers discretion without compensation and Merchant shall indemnify Carrier against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by carrier. Further, Carrier shall be under no liability to make any general average contribution in respect of such Goods.
- (3) If the Goods of an explosive, inflammable, radio-active, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature which were tendered in compliance with sub-clause(1), shall become a danger to the vessel, cargo or any other property or person, such Goods may in like manner be unloaded, thrown overboard, destroyed, rendered harmless or otherwise disposed of at Carrier's discretion without compensation.

## 10. Deck Cargo, Live Animals

- (1) The Goods stowed in poop, forecabin, deckhouse, shelter deck, passenger space or any other covered space shall be deemed to be stowed under deck for all purposes including general average.
- (2) Carrier has the right to carry the Goods in container(s) under deck or on deck. When the Goods are carried on deck, Carrier shall not be required to specially note, mark or stamp any statement of "on deck stowage" on the face hereof, any custom to the contrary notwithstanding, and the Goods so carried shall be deemed to be carried under deck for all purposes including general average and shall be subject to the applicable Hague Rules legislation or Hague-Visby Rules legislation as provided for in Clause 4.B.(1) hereof.
- (3) The Goods carried on deck and herein stated to be so carried and live animals, birds, reptiles, fish and plants are accepted solely at the risk of Merchant and Carrier shall not be liable for any accident, disease, mortality, loss of or damage to live animals, birds, reptiles, fish and plants, whether or not caused by the act or negligence of Carrier or by the unseaworthiness of the vessel.

## 11. The Amount of Compensation

- (1) When the Carrier is liable for compensation in respect of any loss of or damage to the Goods, it is agreed with the Merchant that such compensation shall be calculated by reference to the value of the Goods at the place and time they are delivered to the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is presumed to be the Merchant's invoice value of the Goods plus freight,

charges and insurance, if paid.

- (2) The Carrier shall in no event be or become liable for any loss of or damage, whatsoever and howsoever arising, to the Goods in an amount exceeding the equivalent of 666.67 Units of Account per package or unit or 2 units of Account per kilogram of gross weight of the Goods lost or damaged, whichever is the higher.
- (3) Higher compensation may be claimed only when, with the consent of Carrier, the value for the Goods declared by Merchant which exceeds the limits laid down in this clause has been stated in this Bill of Lading. In that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
- (4) The Units of Account mentioned in Paragraph 2 above is the Special Drawing Right (SDR) as defined by the International Monetary Fund. The amounts mentioned in Paragraph 2 above shall be converted into national currency on the basis of the value of that currency on a date to be determined by the law of the court seized of the case.
- (5) When the Goods have been packed into a container by or on behalf of the Merchant, and when the number of packages or units packed into the Container is not enumerated on the face hereof, each Container including the entire contents thereof shall be considered as one package for the purpose of application of the Carrier's limitation of liability.

## 12. Liability for Delay

The Carrier is not liable in respect of some of the factors causing the loss or damage or delay to the Goods, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

## 13. Defences and Limits for Carrier

The defences and limits of liability provided for in this Bill of Lading shall apply in any action against Carrier for loss of or damage to the Goods and for Carriers liability for delay whether the action be founded in contract or in tort or otherwise.

## 14. Sub-Contracting

- (1) Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by Carrier in relation to the Goods.
- (2) Merchant undertakes that no claim or allegation shall be made against any servant, agent or sub-contractor of Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of them any liability whatsoever in connection with the Goods. If any such claim or allegation should nevertheless be made, Merchant shall indemnify Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and sub-contractor shall have the benefit of all provisions herein for the benefit of Carrier as if such provisions were expressly for their benefit and in entering into this contract, Carrier, to the extent of those provisions, does so not only on his own behalf, but also as agent and trustee for such servant, agents and sub-contractors.
- (3) Subject to the provisions of Clause 13, the aggregate of the amounts recoverable from Carrier and his servants, agents or sub-contractors shall in no case exceed the limits provided for in this Bill of Lading.

## 15. Method and Route of Transportation

Carrier reserves to himself reasonable liberty as to the means, route and procedure to be followed in the handling, stowage and transportation of the Goods.

## 16. Matters affecting Performance

If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavours, Carrier (whether or not the transport is commenced) may without notice to Merchant treat the performance of this contract as terminated and place the Goods or any part of them at Merchant's disposal at any place or port which Carrier may deem safe and convenient, whereupon the responsibility of Carrier in respect of such Goods shall cease. Carrier shall nevertheless be entitled to full freight and charges on the Goods received for transportation, and Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

## 17. Delivery

If delivery of the Goods or any part thereof is not taken by Merchant at the time and place when and where Carrier is entitled to call upon Merchant to take delivery thereof, Carrier shall be entitled to store the Goods or the part thereof at the sole risk of Merchant, whereupon the liability of 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 (if paid by or payable by Carrier or any agent or sub-contractor of Carrier) shall forthwith upon demand be paid by Merchant to Carrier.

## 18. Freight and Charges

- (1) Freight and charges shall be paid in full and in cash and, whether prepayable or payable at destination, shall be deemed as fully earned on receipt of the Goods by Carrier and not be returned or relinquished in any event.
- (2) The freight has been calculated on the basis of particulars furnished by or on behalf of Merchant. Carrier may at any time open any container(s) or other package(s) or unit(s) in order to reweigh, remeasure or re-value the contents at the risk and expense of Merchant, and if the particulars furnished by or on behalf of Merchant are incorrect, it is agreed that a sum equal to either five times the difference between the correct figure and the freight charged or to double the correct freight less the freight charged, whichever sum is smaller, shall be payable as liquidated damages to Carrier.
- (3) Merchant shall be jointly and severally liable to Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder.
- (4) Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify Carrier in respect thereof.
- (5) Merchant shall reimburse Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

## 19. Lien

- (1) Carrier shall have a lien on the Goods and any documents relating hereto for all sums payable to Carrier under this contract and for general average contributions to whomever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to Merchant. If on sale of the Goods, the proceeds fail to cover the amount due and the cost incurred, Carrier shall be entitled to recover the deficit from Merchant.
- (2) If the Goods are unclaimed during a reasonable time, or whenever in Carrier's option, the Goods will become deteriorated, decayed or worthless, Carrier may, at his 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 Merchant.

## 20. Notice

Unless notice of loss of or damage to the Goods and the general nature of the Goods be given in writing to Carrier or the persons referred to in Clause 3.A.(3) above, at the 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 six consecutive days after removal, such removal shall be prima facie evidence of the delivery by Carrier of the Goods as described in this Bill of Lading.

## 21. Time Bar

In any event Carrier shall be discharged from all liability in respect of goods unless suit is brought within nine months after delivery of the Goods or the date when the Goods should have been delivered.

## 22. General Average

Merchant shall admit that General Average may be declared during the course of or in respect of the carriage of the Goods by sea and shall in such a case undertake to make, for settlement of the General Average, such contribution due from the Goods as is determined in accordance with the York-Antwerp Rules 1974 as amended 1990 or any modification thereof.

## 23. Both to Blame Collision

The Both to Blame Collision clause as published by the Baltic and International Maritime Council is hereby incorporated into this Bill of Lading.

## 24. U.S.A. Local Clause

Goods to or from U.S.A. : In case this Bill of Lading covers the Goods moving to or from the U.S.A. and if it is adjudged that the Carriage of Goods by Sea Act, 1936 of the U.S.A.(U.S.COGSA) governs this Bill of Lading, (1) the provisions of the Carriage of Goods by Sea Act, 1936 of the U.S.A. shall govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the custody of the Carrier, (2) if U.S.COGSA applies, the liability of the Carrier shall not exceed U.S.\$ 500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face hereof, in which case Clause 11. Shall apply.







**JAPAN INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION INC. (JIFFA)**  
**TERMS AND CONDITIONS OF NON-NEGOTIABLE WAYBILL (2013)**

This Waybill shall have effect subject to the "CMI Uniform Rules for Sea Waybills", which are deemed to be incorporated herein. The CMI Uniform Rules for Sea Waybill can be accessed on the website of CMI (currently [www.comitemaritime.org](http://www.comitemaritime.org)) or are available from the Carrier on request.

**1. DEFINITIONS**

(1) "Carrier" means the company mentioned on the face hereof by whom or in whose name the contract of carriage is concluded with a Merchant and who assumes responsibility for the performance of the carriage hereunder.

(2) "Sub-Contractor" includes owners, charterers and operators of vessels, stevedores, terminal operators, warehousemen, road, rail, car, water and air transport operators and independent contractors and their respective servants, agents and sub-contractors, whose services the Carrier procures for the performance of the whole or any part of the Carriage.

(3) "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.

(4) "Container" includes any container (including any open top, flat rack or platform container), pallet or any other similar article of transport used to consolidate goods.

(5) "Goods" means the cargo described on the face hereof and, if the Goods are packed inside a Container supplied or furnished by or on behalf of the Merchant, includes the Container as well.

(6) "Merchant" includes the Shipper, Consignor, Consignee, owner and receiver of the Goods and the holder of this Waybill and anyone acting on behalf of any such person.

**2. CLAUSE PARAMOUNT**

(1) As far as this Waybill covers the Carriage of the Goods by sea or inland waterways, this Waybill shall have effect subject to the provisions of the International Carriage of Goods by Sea Act of Japan, enacted 13 June 1957, as amended 3 June 1992, (hereinafter called "the Act"), unless it is otherwise provided in the legislation of a nation similar to the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading done at Brussels on 25 August 1924 (hereinafter called the Hague Rules), or to the Protocol to amend the Hague Rules done at Brussels on 23 February 1968, or, where applicable, to the Protocol amending the Hague Rules as amended by the Protocol of 23 February 1968 done at Brussels on 21 December 1979, mandatorily applies to this Waybill, in which case it shall have effect subject to the provisions of such similar legislation (hereinafter called the Hague-Rules Legislation), and the Act or the Hague-Rules Legislation shall be deemed to be incorporated herein.

(2) The Act or the Hague-Rules Legislation shall apply and govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time, the Goods are in custody of the Carrier and his servants or agents or the Sub-Contractor within the sea terminal or Port of Loading or Port of Discharge.

(3) If any provision herein is held to be inconsistent with or repugnant to any extent of the Act, the Hague-Rules Legislation or any other laws, statutes or regulations mandatorily applicable to the contract evidenced by this Waybill, no provision shall be deemed to extend to the extent of such inconsistency or repugnance but no further.

**3. DESCRIPTION OF THE GOODS**

(1) This Waybill is issued as to marks, number, quantity, weight and volume as furnished by the Shipper and is not deemed to be a statement of the accuracy and correctness of the contents and description of the Goods at the time they were taken in charge by the Carrier. The Shipper shall indemnify the Carrier against any loss, damage and expense arising or resulting from inaccuracy, inadequacy and/or insufficiency of such particulars. The right of the Carrier to sue the Shipper shall in no way limit his responsibility and liability under this Waybill to any person other than the Shipper.

(2) This Waybill shall be prima facie evidence of the taking in charge by the Carrier of the Goods as described on the face hereof, unless a contrary indication such as "shipper's weight, load and count" or "shipper's packed container" or similar expressions has been made on the face hereof. As between the Carrier and the Consignee the information in the Waybill shall be conclusive evidence of receipt of the Goods as so stated and proof to the contrary shall not be permitted provided always that the Consignee has acted in good faith.

**4. GOVERNING LAW AND JURISDICTION**

The contract evidenced by or contained in this Waybill shall be governed by Japanese law except as may be otherwise provided for herein, and any action against the Carrier hereunder shall be brought before the Tokyo District Court in Japan.

**5. CARRIER'S TARIFF**

The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. The Carrier shall be entitled to apply the Tariff to the Goods as shown on the Tariff upon request. In the case of inconsistency between this Waybill and the applicable Tariff, this Waybill shall prevail.

**6. LIMITATION STATUTES**

Nothing in this Waybill shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes and regulations of any country.

**7. CARRIAGE COVERED BY WAYBILL**

The Carrier, by the use of this Waybill undertakes to perform and/or in his own name to procure the performance of the Carriage from the place at which the Goods are taken in charge to the place designated for delivery on the face hereof.

(2) The provisions set out and referred to herein shall also apply when the Carriage is performed by one mode of transport or transfer or by more than one mode of transport.

**8. METHODS AND ROUTES OF CARRIAGE**

(1) The Carrier may at any time and without notice to the Merchant:

(a) use any means of transport or storage whatsoever;

(b) transfer the Goods from one container to another including transshipping or carrying the same on another vessel than that named on the face hereof;

(c) unpack and remove the Goods which have been packed into a Container and repack them in another container;

(d) load and unload the Goods at any place or port (whether or not being the port named as the Port of Loading or Port of Discharge on the face hereof) and store the Goods at any such place or port;

(2) The Carrier may, in compliance with any orders or recommendations given by any government or authority, or any person or body 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.

The liberties herein conferred on the Carrier may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with the preceding paragraph or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

**9. INSPECTION OF GOODS**

(1) The Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof are not safely or properly carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to such package or Container or its contents or any part thereof, the Carrier may abandon the Carriage and/or take any measures in relation to such package or Container or its contents or any part thereof, or take any additional expense to carry or to continue the Carriage, or to store the goods ashore or aloft under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Waybill. The Merchant shall indemnify the Carrier against any expense so incurred.

(2) If by order of the authorities at any place, a Container has to be opened for the contents to be inspected, the Carrier shall not be liable for any loss, damage or any other consequences as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

**10. CONTINGENCIES**

(1) If at any time the performance of the Carriage hereunder is or is likely to be affected by any hindrance, disaster or disturbance of whatsoever kind which cannot be avoided by exercise of reasonable endeavors, the Carrier may, whether or not the Carriage is commenced, without notifying the Merchant, treat the Carriage as terminated and discharge, land, store or take any other necessary means whatsoever on the Goods or any part thereof and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient whereupon the responsibility of the Carrier in respect of such Goods shall cease. In such case, the discharge, landing and storing and any means whatsoever taken shall constitute complete and final delivery and full performance of the Carriage hereunder, and the Carrier shall be discharged from any further responsibility of the Goods.

(2) The situations referred to in the preceding paragraph shall include, but not limited to, any hindrance, disaster or disturbance of whatsoever kind which cannot be avoided by exercise of reasonable endeavors, the Carrier may, whether or not the Carriage is commenced, without notifying the Merchant, treat the Carriage as terminated and discharge, land, store or take any other necessary means whatsoever on the Goods or any part thereof and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient whereupon the responsibility of the Carrier in respect of such Goods shall cease. In such case, the discharge, landing and storing and any means whatsoever taken shall constitute complete and final delivery and full performance of the Carriage hereunder, and the Carrier shall be discharged from any further responsibility of the Goods.

(3) In case of the preceding paragraphs, the Carrier shall be entitled to all freight and other charges due and the Merchant shall be liable for payment of all freight to the Port of Discharge or place of landing or for any other expenses incurred at such port or place as a result of the discharge, landing, storing or other means whatsoever taken by the Carrier in relation to the Goods.

**11. OPTIONAL STOWAGE AND DECK CARGO**

(1) The Goods may be packed by the Carrier in any Container and consolidated with goods of other merchants for carriage under the same bill of lading.

(2) Any Goods whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless on the face hereof it is specifically stipulated that the Containers or Goods will be carried under deck. If any part of the Goods is carried on deck, it shall not be required to be marked on the Waybill and statement of such part on deck carriage. Subject to Paragraph (3) below, such Goods whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be treated as cargo for the purpose of the Act or the Hague-Rules Legislation as provided for in Clause 2 hereof.

(3) Any Goods which are stated herein to be carried on deck, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature and extent caused by sea weather caused by unseaworthiness or negligence or any other cause whatsoever.

**12. DANGEROUS GOODS AND CONTRABAND**

(1) The Merchant undertakes not to tender for Carriage any goods which are of a dangerous, inflammable, explosive or destructive nature without previously giving written notice of their nature to the Carrier and without the express consent in writing of the Carrier and without marking the Goods and the Container or other covering on the outside as required by any laws, regulations or by reason of international conventions relating to the carriage of dangerous goods.

(2) If the requirements of the preceding paragraph are not complied with, or if the Goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place during the Carriage, the Carrier shall be entitled to have such Goods returned to the Merchant or to destroy or otherwise dispose of at the Carrier's discretion without compensation to the Merchant and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly

arising out of or resulting from such Goods. Further, the Carrier shall be under no liability to make general average contribution in respect of such Goods.

(3) If the Goods of dangerous, inflammable, radioactive, or damaging nature, which are tendered in compliance with Paragraph (1) above, shall become a danger to the vessel, cargo or any other property or person, such Goods may in like manner be discharged, destroyed or rendered harmless without compensation to the Merchant.

(4) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall be responsible for the damage against all claims for damages, or expenses, or personal injury or death, arising in consequence of the Carriage of such Goods.

**13. HEAVY LIFT**

(1) The weight of a single piece or package exceeding one metric ton gross must be declared by the Merchant in writing before receipt by the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and numbers not less than five centimeters high.

(2) In case of the Merchant's failure in its obligation under the preceding paragraph, the Carrier shall not be responsible for any loss or damage to the Goods and the Merchant shall be responsible for loss of or damage to any property or for personal injury or death arising as a result of the Merchant's said failure and shall indemnify the Carrier against loss or liability suffered or incurred by the Carrier as a result of such failure.

**14. AUTOMOBILE AND OTHER UNPACKED GOODS**

The term apparent good order and condition with reference to any automobile, rolling stock, tractor, machinery and other unpacked goods does not mean that the condition of such Goods when received by the Carrier is in good order and condition and that could not have been found by ordinary care and diligence. The Carrier shall in no event be liable for such conditions.

**15. IRON, STEEL AND METAL PRODUCTS**

Superficial rust, oxidation or any other condition of any iron, steel or metal products is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition does not mean that the Goods when received were free of visible rust, oxidation or moisture. The Carrier shall in no event be responsible for loss or damage arising out of or resulting from such inherent nature of the Goods.

**16. LIVE ANIMALS AND PLANTS**

Live animals and plants, when accepted for Carriage, are received, loaded, tended, stowed, carried, discharged and delivered entirely and absolutely at the sole risk of the Merchant and without any warranty or undertaking whatsoever by the Carrier that the vessel and other means of transport are seaworthy, fitted, manned, equipped and supplied for their reception, carriage and preservation of such Goods.

**17. TEMPERATURE CONTROLLED CONTAINER**

(1) The Merchant undertakes not to tender any goods for Carriage which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and, in case of a temperature controlled container, packed by or on behalf of the Merchant, further undertakes that the Goods have been properly packed in the Container and that its thermostatic controls have been adequately set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods whatsoever arising.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage or malfunction of the temperature controlled container, insulation or other parts of the temperature controlled container, but the Carrier shall be liable before or at the beginning of the Carriage exercise due diligence to maintain the temperature controlled Container in an efficient state.

**18. VALUABLE GOODS**

The Carrier shall be responsible to any extent for any loss of or damage to platinum, gold, silver, jewelry, precious metals, radioisotopes, precious chemicals, bullion, specie, currencies, negotiable instruments, securities, writing, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature or any other valuable goods which the Merchant has packed in Containers and which the Merchant undertakes the true nature and value of the Goods are declared in writing by the Merchant before receipt of the Goods and the same are inserted on the face hereof and ad valorem freight is prepaid thereon.

**19. DELIVERY OF THE GOODS**

(1) Except as otherwise specifically provided in this Waybill, delivery of the Goods will be made only to the Consignee named on the face hereof, or his authorized agent, on presentation of the original Waybill at the Port of Destination or Place of Delivery. The Consignee by presenting this Waybill and/or requesting delivery of the Goods, however, undertakes all liabilities of the Shipper hereunder. The benefit of the contract evidenced by this Waybill shall thereby be transferred to the Consignee or other person presenting this Waybill.

(2) Any mention herein of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability to relieve the Merchant of his responsibility hereunder.

(3) If delivery of the Goods is not made to the Consignee named on the face of the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, aloft, in the open or under cover, at the sole risk of the Merchant. The Merchant further undertakes that the Goods hereunder, and thereupon, the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid shall wholly cease and the costs and expenses of such storage (if payable by the Carrier or his agent or any Sub-Contractor) shall forthwith be paid by the Merchant upon demand of the Carrier.

**20. DELIVERY BY MARKS**

(1) The Carrier shall not be liable for failure of or delay in delivery in accordance with the marks unless such marks have been clearly and durably stamped or marked upon the Goods, packages and containers by the Carrier before the delivery of the Goods to the Carrier in letters and numbers not less than five centimeters high together with the name of the Port of Discharge.

(2) In such circumstances, the Carrier shall be responsible for delivery of the Goods in accordance with other than leading marks.

**21. SPECIAL DELIVERY OF GOODS**

(1) In case the Goods received by the Carrier are Containers into which contents have been packed by the Carrier, the Carrier shall only be responsible for delivery of the total number of Containers as shown on the face hereof; provided that, at the absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods which are found upon unpacking the Containers, the Containers may be opened and the contents thereof delivered in accordance with the brands, marks, numbers, sizes or types of packages or pieces.

(2) In case the Goods have been packed into Containers by the Carrier, the Carrier shall unpack the Containers and deliver the contents thereof; provided that, at the absolute discretion of the Carrier, the Carrier is not taken to be liable for the loss of the Goods, in which case if the Containers are delivered with seals intact by the Carrier, such delivery shall be deemed as full and complete performance and the Carrier shall not be responsible for any loss or damage to the contents of the Containers.

**22. LIABILITY OF THE CARRIER**

(1) The Carrier shall be liable for loss of or damage to the Goods occurring from the time when the Carrier receives the Goods for Carriage until the time of delivery, only if the loss or damage is caused by one of the following causes:

(2) The Carrier shall be relieved of liability for any loss or damage, if such loss, damage or delay in delivery was caused by:

(a) the wrongful act or neglect of the Merchant;

(b) any cause or event which the Carrier could not avoid and the consequence whereof the Carrier could not prevent by the exercise of due diligence.

(3) If the stage of the Carriage during which the loss or damage occurred is known, notwithstanding anything provided for otherwise herein, the liability of the Carrier shall be determined by the provisions contained in any international convention or mandatory national law which provisions:

(a) cannot be departed from by private contract to the detriment of the Merchant, or

(b) have been applied if the Merchant had made a separate and direct contract with the carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(4) If it cannot be proved that the loss or damage occurred during inland carriage while the Goods were in custody of a Sub-Contractor, the liability of the Carrier and the limitation thereof shall be determined in accordance with the Sub-Contractor's contract of carriage or tariff. However, the liability of the Carrier shall in no event exceed the limits set out in Clause 22 hereof.

(5) If it cannot be proved where the loss or damage occurred, the loss or damage shall be deemed to have occurred in the course of Carriage by sea and the Carrier shall be liable to the extent prescribed by the Act or applicable Hague-Rules Legislation, as the case may be, as provided in Clause 2 hereof.

**23. LIMITATION OF LIABILITIES**

(1) When the Carrier is liable for compensation in respect of any loss of or damage to the Goods, it is agreed with the Merchant that such compensation shall be calculated by reference to the value of the Goods at the time they were taken in charge by the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the value of the Goods is presumed to be the Merchant's invoice value of the Goods plus freight, charges and insurance, if paid.

(2) The Carrier shall in no event be or become liable for any loss of or damage, whatsoever and howsoever arising, to the Goods in an amount exceeding the equivalent of 666 Units of Account per package or unit or 2 Units of Account per kilogram of gross weight of the Goods or damaged, whichever is the higher.

(3) Higher compensation may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper prior to the commencement of the Carriage, which exceeds the limit of liability set out in this Clause, is shown on the invoice in the space provided and extra freight paid, in which case such declared value shall be the limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(4) The Units of Account mentioned in Paragraph (2) above is the Special Drawing Right (SDR) as defined by the International Monetary Fund. The amounts mentioned in Paragraph (2) above shall be converted into national currency on the basis of the value of that currency on the date to be determined by the law of the court seized of the case.

(5) When the Goods have been damaged by the Carrier or on behalf of the Merchant, and when the number of packages or units packed into the Container is not enumerated on the face hereof, each Container including the entire contents thereof shall be considered as one package for the purpose of application of the Carrier's limitation of liability.

(6) The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or in time to meet any particular market or use and the Carrier shall not be responsible for any direct, indirect or consequential loss or

damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the Carriage.

**24. DEFENSE**

The defenses and limits of liability provided herein shall apply in any action against the Carrier for loss of or damage to the Goods or delay in delivery whether the action be founded in contract, in tort or otherwise.

**25. LIABILITY OF SUB-CONTRACTORS, SERVANTS, AGENTS AND OTHER PERSONS**

(1) If an action for loss of or damage to the Goods is brought against any servants or agents of the Carrier or other persons including, but not limited to, Sub-Contractors or other persons who serve the Carrier, the Carrier shall be liable for the performance of the Carriage evidenced by the terms and conditions herein, such servants, agents or other persons shall be entitled to avail themselves of the defenses and limits of liability which the Carrier is entitled to invoke hereunder, and in entering into this Contract, the Carrier, to the extent of those provisions, does not only on his behalf but also as agent and trustee for such servants, agents or other persons. The aggregate of the amounts recoverable from the Carrier and such servants, agents or other persons and their servants and agents shall in no case exceed the limits provided herein.

(2) The Merchant shall indemnify the Carrier for any claim which may be made upon the Carrier by such servants, agents or other persons and their servants and agents in relation to the claims made against them by the Merchant.

**26. NOTICE OF CLAIM AND TIME BAR**

(1) Unless notice of loss of or damage to the Goods and the general nature of it is given in writing to the Carrier or his agent at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under the contract, or if the loss or damage is not apparent, then, in the case when the Goods are delivered, the Carrier shall not be liable for any loss of or damage to the Goods should have been delivered. In the event such time period shall be found to be contrary to any international convention or mandatory national law, the period covered by such convention or mandatory national law shall then apply but in that circumstance only.

**27. MERCHANT'S RESPONSIBILITY**

(1) The Merchant warrants that in agreeing to the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Waybill.

(2) If more than one 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 Waybill.

(3) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, or if the loss or damage is not apparent, then, in the case when the Goods are delivered, the Carrier shall not be liable for any loss of or damage to the Goods should have been delivered. In the event such time period shall be found to be contrary to any international convention or mandatory national law, the period covered by such convention or mandatory national law shall then apply but in that circumstance only.

**28. MERCHANT PACKED CONTAINERS**

(1) If a Container has not been packed by the Carrier, this Waybill shall be a receipt only for the Container, and the Carrier shall not be liable for any loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded;

(b) the unsuitability of the contents for carriage by Containers; or

(c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stuffed, loaded or sealed.

(2) The Merchant shall inspect any Container before packing the contents into the Container and the use of the Container shall be prima facie evidence of the Container being sound and suitable for use.

(3) If the Container is delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Container.

**29. CARRIER'S COSTS**

(1) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to any Container or other equipment furnished or arranged by the Carrier for the Merchant which occurs while in the possession or control of the Merchant, and against any inland transport charges for the empty Container, its contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded;

(b) the unsuitability of the contents for carriage by Containers; or

(c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stuffed, loaded or sealed.

(2) The Merchant shall inspect any Container before packing the contents into the Container and the use of the Container shall be prima facie evidence of the Container being sound and suitable for use.

(3) If the Container is delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Container.

**30. FREIGHT AND CHARGES**

(1) Full Freight and the Place of Delivery mentioned on the face hereof shall be considered as completely earned on receipt of the Goods, whether the freight be stated to be prepaid or be collectable at the destination.

(2) The Carrier shall be paid to the Carrier as soon as they have incurred.

(3) The Carrier shall be entitled to all freight and other charges due, whether actually paid or not, under any circumstances whatsoever, whether by vessel or other means of transport or the Goods be lost or not, or the voyage or the Carriage be broken up or frustrated or abandoned. The Merchant shall make payment of all freight and other charges in cash without any offset, counterclaim or deduction.

(4) The Merchant shall be responsible for the cost of any unloading, baling, repairs or replacement of packages resulting from insufficiency of packing or from excepted perils, and expenses incurred in fumigating, protecting, caring for, regaining possession of or otherwise made for the benefit of the Goods.

(5) For any dues, duties, taxes, or other charges payable on any basis such as the amount of freight, weight of the Goods or tonnage of the carrying vessel or on other means of transport shall be paid by the Merchant.

(6) The Merchant shall be responsible for all fines and losses which the Carrier may incur in connection with the Carriage of the Goods or in part on the vessel or other means of transport from any cause whatsoever.

(7) The freight has been calculated on the basis of the 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 the sum equal to the double of the correct freight less the freight charged shall be payable as liquidated damages to the Carrier.

(8) The Shipper, Consignee, owner of the Goods and holder of this Waybill shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder.

**31. LIEN**

(1) The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable by the Merchant under this contract, and the Carrier shall be entitled to general average contributions to whomsoever due and for the cost of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense if and without any liability on the part of the Merchant, if on sale of the Goods, the proceeds are insufficient to cover the amount due and the cost incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

(2) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his 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.

**32. GENERAL AVERAGE**

(1) General average shall be adjusted, stated and settled at the port or place where the carrying vessel and/or her owner shall decide according to the York-Antwerp Rules of 1994 or any modification thereof, and any other rules, laws and usage of the port or place of the adjustment as may be stated in the ocean bill of lading issued for the Goods. Such cash deposit as the Carrier or the owner of the vessel may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be made by the Merchant to the Carrier or the owner of the vessel, if required, before delivery of the Goods.

(2) If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes responsibility for such contributions and to provide the Carrier with any other security for the estimated amount of such contributions as the Carrier shall require.

**33. BOTH-TO-BLAME COLLISION AND NEW JASON CLAUSE**

The Both-To-Blame Collision Clause and New Jason Clause provided for in the ocean bill of lading shall be deemed to be incorporated herein and shall be the procedure to be available to the Carrier and be deemed to be incorporated herein and constitute a part hereof with the same force and effect as if fully set forth herein.

**34. VARIATION OF THE CONTRACT**

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Waybill, unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

**35. U.S.A. LOCAL CLAUSE**

(1) If the Carriage covered by this Waybill includes Carriage to or from or through a port or place in the United States of America, this Waybill shall be subject to the Carriage of Goods by Sea Act of the United States of America approved 16 April 1936 (U.S. COGSA) of which terms shall be deemed to be incorporated herein and shall be paramount throughout Carriage by sea or inland waterways and the entire time that the Goods are in the actual custody of the Carrier or any Sub-Contractor at the sea terminal in the United States of America before loading on or after discharge from the Vessel, as the case may be.

(2) If U.S. COGSA applies, the liability of the Carrier shall not exceed U.S. \$500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face hereof, in which case Clause 23 shall apply.

(3) If U.S. COGSA applies, the Carrier shall be relieved of liability for loss, damage or delay to the Goods, 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. The responsibility of the Carrier shall be to procure, as agent, transportation by inland carriers (one or more) and such transport shall be deemed to be incorporated herein and shall be paramount throughout Carriage by land and the entire time that the Goods are in the actual custody of the Carrier and any law mandatorily applicable. The Carrier guarantees the fulfillment of such inland carrier's obligation under their contracts and tariffs. If, for any reason, the Carrier is denied the right to act as agent only at these times, the Carrier's liability for loss or damage to the Goods shall be determined in accordance with Clause 22 and Clause 23 hereof.