DEFINITIONS tolowing definitions shall apply in this Sea Waybill: rider means WEC Lines B W. tolowing definitions shall apply in this Sea Act, 1936. SSA: means the U.S. Carriage of Goods by Sea Act, 1936. mbined Transport arises if the Carrier has indicated a Place of Receipt for a Place of Delivery on the front hereof in the relevant apaces. Combined sport consists of a Port-to-Port carriage and Inland Transport. Intaliner includes any container, traller, transportable tank, flat or pallet, any similar article used to consolidate Goods and any connected or sessory equipment.

Official in the context of the consolidate Goods and any connected or coresony equipment:
relight: includes the freight and all charges, costs and expenses
relight: includes the freight and all charges, costs and expenses
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Sea Waybill.

Id Transport: means carriage during Combined Transport other than
even the Port of Loading and the Port of Discharge.

chant: includes the Shipper, Consignee, holder of this Sea Waybill, the
wer of the Goods and any Person owning, entitled to or claiming the
session of the Goods or of this Sea Waybill or anyone acting on behalf
is Person.

weet on the Social and replected within a miles of the Claiming the his Person.

In this Person.

Son includes an individual, corporation, company or any other legal entity, ce of Delivery, means the place at which the Carrier has contracted to wer the Goods, when such place is other than the Port of Discharge. ce of Receipt means the place at which the Carrier has contracted to with the Carrier has contracted to with the Carrier has contracted to with the Goods, when such place is other than the Port of Loading to the West of Cooking the Carrier has contracted to with the Goods, when such place is other than the Port of Discharge. Cell of the Carrier has contracted to the Whylin Ref. 1916 49 c. 1801 or any amendments thereof. The Port of Claim and Carrier, as well as stevedores, and the Carrier as well as stevedores, minals and groupage operators, road and rail transport operators, forming the carriers, and any of the Carrier and the Carrier a

- the whole or any part of the carriage, including liberty to further sub-contract.

 The Merchant undertakes that no claim or allegation whether arising in contract, bainsent, tort or otherwise shall be made signated arising in contract, bainsent, tort or otherwise shall be made signated or attempts to impose upon any of them or any Vessel owned or chartered by any of them 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 chaim or allegation the Carrier against all consequences thereof. Without prejudice to the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Subcontractor shall have the benefit of all terms and conditions of whatsoever nature which will see it even bernes and conditions of whatsoever nature which was the service of the conditions of the proposity of the contractions of the conditions of the proposity for the contractions.

5. CARRIER'S RESPONSIBILITY 5.1 Port-to-Port confer

- RYS RESPONSIBILITY

 To-Port carriage If carriage under this Sea Waybill is Port-to-Port. The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment when the Goods have been discharged from the Vessel. This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague-Vesby Rules computedity applicable in which case the said Hague or the Hague-Vesby Rules computedity applicable in which case the said Hague or the Hague-Vesby Rules computedity applicable in which case the said Hague or the Hague-Vesby Rules computedity and the properties of the Carrier's the Carrier's company of the Carrier's company of the Carrier's carrier of the Carrier' practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, fort, Sellment or Otherwise to all or, any part of the period before loading, or the shall have the benefit of every right, defined, mentioned the shall have the benefit of every right, defined, immunity, limitation and liberty provided for in the Hague Rules during such additional entitle to the shall have the s
- shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Happe Rules during such additional and liberty provided for its Happe Rules during such additional provided for its Happe Rules during such additional provided for interport and the second provided for interport and the set of commend transport rail be as follows:

 2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is in Section 1. The second of the carriage is the liability of the Carrier is in Section 1. The second of the carriage is the liability of the Carrier is in Section 1. The second of the carrier is in Section 1. The second of the Carrier is in Section 1. The second of the Carrier is in Section 1. The second of the Carrier is in Section 1. The second is section 1. The second 1. The second 1. The second 1. The section 1. The second 1. The s

- 6. U.S. TRADE CLAUSE
 6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit subject to the provisions of the CoSSA and to the provisions of the Pomerene Act regardless of whether said Act would apply of its own force. The provisions of the OCSSA are incorporated herein and save as otherwise provided herein shall apply throughout the entire time the Goods are in the CoSSA are including before loading and after discharge as long as the Goods remain in the custody of Nothing contained herein is to be deemed a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its reportshill the complex of the CoSSA. Except for clause 5, every other term, condition, limitation, defence and liberty whatsoever contained in this Sea Wayfulls alia popt to carriage in 6.2 For limitation purposes under the GOGSA. Except for unities of or the work of package "shall be any palletised and/or unities of the convenience of the Merchant, regardless of whether said patel or unit is disclosed on the front hereof.

 7. AFRICA CLUSSE

- Comment of Anica status of determined by the provision of the contrary of the provisions to the contrary in this Bill of Ladding.

 COMPENSATION AND LIABILITY PROVISIONS

 Subject always to the Carrier's right to limit liability as provided for for dismage to the Carrier's right to limit liability as provided for or dismage to the Condit, such compensation shall be calculated or or dismage to the Coochi, such compensation shall be calculated by reference to the invoice such compensation shall be calculated used in the Coochi, and the contrary of the Coochi, such compensation shall be calculated as the compensation shall be calculated to the cooching of the contrary of the Cooching of the Coochin

- owner of the Vessel. 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. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

- (a) (b)
- IODS AND ROUTES OF CARRIAGE.

 Canter may at any time and without noise to the Merchant:
 use any means of transport or storage whatsoever, transfer the Goods from one conveyance to another including transshipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever, even though transshipment or contempliated or provided for hermities may not have been contempliated or provided for hermities may not make the contempliated or provided for hermities may not replace the management of the contempliated or indicate or customer than the contempliated or indicate or customer and any route (whether or not the nearest or most direct or customer or advertised route) at any speed and proceed to, when no and stay at any port or place whatsoever (including the Port of Loading hermit provided) in a contrary direction to or beyond the Port of Discharge once or more of feer.

- in a contrary direction to or beyond the Port of Discharge once or more offeit; load and unload the Goods at any place or port (whether or not any such port is named on the front hereof as the Port of ort any such port is named on the front hereof as the Port of port or place, including but not limited to the use of off-dock storage at any port; comply with any orders or recommendations given by any government or authority or any Person or body purporting yovernment or authority or any Person or body purporting yovernment or authority or any Person or body purporting under the terms of the insurance on any conveyance employed by the Carrier for got in the contracted with the carrier beginning to give orders or directions. Biberties set out in clause 10.1 may be invoked by the Carrier for purpose whatshower whether or not connected with the carriage fast, bunkering or embarking or disembarking any Person(s), stepping repairs and/or dydocking, towing or being towed, string other vessels, making trial trips and adjusting instruments.

- 11. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION
 11. Notice of loss or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery. If the loss of damage is not appearnt before or at the time of delivery. If the loss of damage is not appearnt before or at the time of Merchant or its agent. Claims shall be submitted in writing addressed by the Merchant to the Carrier's agent at the Port of Discharge.
 11.2 Time bar In any event, the Carrier shall be discharged from all lability if sail is not commenced within one (1) year after delivery of the control of the control of the port of the control of the con

- MERCHANT-PACKED CONTAINERS
 Container has not been packed by or on behalf of the Carrier:

 1 The Merchant shall inspect the Container for suitability for carriage
 of the Goods before packing it. The Merchant's use of the Container
 of the Goods before packing it. The Merchant's use of the Container
 The Carrier shall not be lable for loss of or clamage to the Goods
 caused by
 the Carrier shall not be lable for loss of or clamage to the Goods
 caused by
 the container in which the Goods have been packed, stowed,
 stuffed or secured in the Container, or
 the unsultability or the Goods for carriage in the Container
 supplied or for carriage by Container between the Ports or
 the unsultability or defective condition of the Container or the
 incorrect setting of any refrigeration controls thereof, provided
 that, if the Container has been supplied by or no behalf of the
 Carrier, this unsultability or defective condition would have
 been apparent upon inspection by the Merchant at or prior to
 packing effigerated Goods that are not properly pre-cooled to
 container has been properly pre-cooled to the correct carrying
 temperature.

- 12.3 The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container and it as Merchant-packed Container is delivered by the Carrier with an original seal as affixed by the Merchant or customs or security control intact, or the Carrier as establish boas fide incurrentances in which the original seal was replaced, the Carrier shall not be liable for any shortage of Goods ascontained upon delivery.

 12.4 Solitation of the Carrier shall not be liable for any shortage of Goods ascontained upon delivery, 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 12.2, including but not limited to damage to Container, other cargo and the Vessel.

- for the maintenance of any intended level of humidity inside Orottainer.

 13.3 The Carrier shall not be liable for any loss or damage to the Good arising from latent defects, breakdown, defrosting, stoppage of the refrigenting or any other specialised machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided Container to the Shipper.

 13.4 The Carrier does not warrant refrigeration or heating machinery, but shall exercise care in its operation and maintenance while in the actual possession of the Carrier. The Carrier will not accept responsibility for the recording of temperatures in any form other than any refer log book maintained on board the Vessel. The Carrier does not accept to comply with any governmental program or protocol unless noted on the front hereof and additional Freight is paid.

unless noted on the front hereof and additional Freight is paid.

14. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES inspection. The Carrier shall be entitled, but shall be under no obligation to open and/or scean any package or Container at law time and to inspect, verify and weigh the contents without notice to the Merchant. Special circumstances. If it appears at any time and to inspect, verify and weigh the contents without notice to the Merchant Special circumstances. If it appears at any time that the Goods entered incurring any additional expense or taking any measures in relation to which incurring any additional expense or taking any measures in relation to whether that four as his agent only take any measures and/or incur any reasonable distincies expense to carry or to continue the carriage of the Goods, and/off the continue that the carriage of the Goods, and when also the carrier in its absolute discretion considers not appropriate, and any sale, disposal, shandownent or storage shall be deemed to constitute due against any additional expenses or incurred. The Carrier in exercising the liberties contained in this clause shall not be lunder any obligation to

- odetention, demurrage and storage charges for the Goods and/or the Container.

 The Carriere was a partie of free time for the use of the Container.

 The Carriere upgreen in accordance with the Tariff and as advised by the local WEC lurse signet at the Ports of Loadiny and Discharges. Free time commences from the day the Container and other equipment is collected by the Merchant or is discharged from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is resquired and the sequipment is contained and the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the first time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per diem and detention charges will be leveled and payable by the Merchant threaterin in accordance.

- rights provided for elsewhere.

 7.FREIGHT AND CHARGES

 7.1. Freight has been calculated on the basis of the Shipper's particulars and if such particulars are found to be emoneous and additional any expense thereby incurred shall be liable therefor and also for any expense thereby incurred.

 7.2. All Freight is earned and due upon receipt of the Goods by the Carrier, whether the Freight is prepaid or collect and the Carrier all be entitled to all Freight due under all circumstances, ship and/or cargo lost or not lost or the voyage abandoned. All Freight had all when due without any set-off, counter claim, or deduction.

 7.3. Every Person defined as "Merchant" in clause 1 shall be jointly

- for Goods consigned to that Port of Discharge or Place of Delivery; or Suspend the carriage of the Goods and store them ashore or affloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the office of suspension; or presentations as to the maximum period of suspension; or generalization as to the maximum period of suspension; or generalization as to the maximum period of suspension; or suppresentations as to the maximum period of suspension; or suppresentation and place them at the Merchant's disposal at any place or port which the Carrier is unable by the secretical of restancibile endeavours to continue the office of the suppression of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage, and the Merchant shall pay any additional costs incurred by reason of the abandoment of the Goods if the Carrier elects to use an atternative route under clause 20.1 (g) or to suspend to use an atternative route under clause 20.1 (g) or to suspend to use an atternative route under clause 20.1 (g) or to suspend continue the continuent of the Goods of the Carrier elects to use an atternative route under clause 20.1 (g) or to suspend to use an atternative route under clause 20.1 (g) or to suspend to use an atternative route under clause 20.1 (g) or to suspend to use an atternative route under clause 30.1 (g) or to suspend to use an atternative route under clause 30.1 (g) or to suspend to use an atternative route under clause 30.1 (g) or to suspend to use an attenuation of the carrier shall be entitled to use an attenuation of the carrier shall be attenued to use an attenue to the carrier shall be attenued to use at the carrier and the carrier shall be attenued to use an attenue to the carrier shall be attenued to use at the carrier and the carrier shall be attenued to use at the carrier and the carrier and the carrier shall be attenued to use at the carrier and the carrier and the carrier and the carrier