

NON-NEGOTIABLE SEA WAYBILL

						FOR COMBINED TRANSPORT SHIPMENT OR PORT TO PORT SHIPMENT					
Shipper/Exporter (complete name and address)											
						SWB NO.					
						7 7 // 🗡					
						' / // _					
Consignee (not negotiable)											
						Arkas Container Transport S.A.					
						Tekfen Tower Esentepe Mah. Büy <mark>ük</mark> dere Cad. No:209 Şişli 34394 İstanbul/Türkiye					
						Tel: +90 (212) 318 00 00					
Notify Party (complete name and address - carrier not responsible for failure to notify see clause 12(1)))))	Fax: +90 (212) 266 22 06					
						arkasline@arkasline.com.tr					
Pre-carriage by*					RECEIVED	by the Carr	ier from the	Shipper in appa	arent good	d order and condition (unless otherwise	
Tre-carriage by					RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise stated herein), the goods or the container(s) or package(s) said to contain the cargo herein mentioned, to be transported to such place as agreed, authorized or permited herein and						
Place of Receipt* Port of Loading			subject to all the term				is and conditions appearing on the front and reverse of this Sea Waybill				
Ocean Vessel	Voy.No.	Vov.No.				subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding. This particulars given below as stated by the Shipper and the weight procure quantity condition contents and value of the Goods are unfavoured to					
	1.5,	voy.ivo.			Carrier. Th	weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. The Carrier has had no possibility to check whether these particulars are correct.					
Port of Discharge	Place of Delivery*				proper pro	Delivery of the Goods will be made to the Consignee or his authorized representative upon proper proof of identity and authorization without the need of producing or surrending a					
copy of this Sea Waybill.											
						hed by the Merchant					
Container No. and Seal No. Marks & Nos.	Quantity a Kind of Pack	ntity and Packages			Description	ons of Good	s			Measurement (M ³) Gross Weight (KGS)	
						COTIABLE					
							BL				
							///				
						\mathcal{I}					
TOTAL NUMBER OF CONTAINERS OR OTHER PACKAGES OR UNITS RECEIVED BY THE CARRIER											
FREIGHT & CHARGES		Revenue	Tons	Rate		Per	Prepaid			Collect	
								•			
Ex. Rate	Prepaid at Payable at				Shipped on board						
Place and date of issue	MOVEMENT	MOVEMENT No. of SWB			3 (s)	Date Signed as Agents on behalf of the Carrier					
INO. OF SWB ((0)	ARKAS CONTAINER TRANSPORT S.A.							
Term	•		-								

* FOR COMBINED TRANSPORT ONLY

ARKAS KONTEYNER TAŞIMACILIK A.Ş. Sea Waybill It is mutually agreed that: 1. DEFINITIONS

KAS KONTEYNER TAŞIMACILIK A.Ş (a.k.a ARKAS CONTAINER TRANSPORT S.A. – Arkas

) bined Transport: Arises when the Place of Receipt and or the Final Destination are shown on the face

ort used to consolidate cargo.

shall mean the cargo described on the face of this Sea Waybill.

t: Shall include the Shipper, Consignee, the Holder of the Sea Waybill, the R

Merchant: Shall include the Shipper, Consignee, use nowes a local content of the goods.

Port to Port Shipment: Arises when the Port of Loading and the Port at Discharge only are shown on the face hereof and neither the Place of Receipt, nor the Final Destination are stipulated on the face hereof. US COGSA: Means the U.S. Carriage of Goods by Sea Act of 1936, as amended. Interpretation: Words in the singular shall include where the context admits the plural and vice versa.

2. GENERAL CONDITIONS

This Sea Waybill is issued for a contract of carriage which is not covered by a Bill of Lading or similar

EMERAL CONDITIONS
Saw Waybill is issued for an ontract of carriage which is not covered by a bin or Learning
ment of title.

White this property of the same of title.

In this same of the same of th

rioper proof of identity ain of sutindization at the Port of Discharge or Place of Disensey, as appropriate, without the need to produce or surrender a copy of this Sea Wayhill. White produce or surrender a copy of this Sea Wayhill.

White produce the produce of the provision of the international Convention relating to Bills of Lading and no bill of lading will be issued. It is mutually agreed that this Sea Wayhill Shall have effect subject to the provision of the international Convention relating to Bills of Lading lated Brussels 25th August 1924 (hereinafter called the Haque Rules), except where legislation giving fifter to the Haque Rules as amended by the protocol signed in Brussels 23rd February 1986 (hereinafter alled the Haque-Visby Rules) is compulsory applicable, in which case this Sea Wayhill shall have effect bublect to the provision of such legislation.

It is agreed that whenever the Haque Rules and the Haque-Visby Rules or statutes incorporating same use he words "Bill of Lading" they shall be read and interpreted as meaning "Sea Wayhill". Notwithstanding rryking else in this Sea Wayhill to the contrary, on shipments to or from the United States (as defined by S COCSA), the nights and labilities of the parties shall be subject exclusively to US COSSA, which shall be supplex calculated from the vessel, provided, eliberther the Haque rules nor the Haque-Visby Rules or US COSSA shall of shall be provided as the parties of the parties shall be supplex before the epicode carried evenuder are live animals or cargo which is stated on the face hereof as being carried on deck and is so arrived. If the Carrier's failability is angery simplicated, the lability of the Carrier shall be limited according to S COSSA, he heapue-Visby Rules or IS COSSA and Carrier shall be limited according to S COSSA.

Terms and Conditions of this contract and otherwise to the negure names, are negatively completed in COGSA, as applicable.
Sing contained in this Sea Waybill shall be deemed to be a surrender by the Carrier of any of his right immunities or an increase of any of his responsibilities under the said Enactments or under any of the color protection or exemption from or limitation of liability.
Imitation of liability and other provisions herein contained shall inure not only to the benefit of iter, his agents, servants, vessels, employees and other representatives but also to the benefit of a pendent contractor performing services to the goods.

'S TARIFF
he Carrier's applicable Tariff are incorporated herein. Copies of the relTariff are obtainable from the Carrier or his agent upon request. In the ca
ea Waybill and the applicable Tariff the Sea Waybill shall prevail.

S. WARRANTY

1. The Merchant warrants that in agreeing to the terms hereof he is or has the authority of the person
winning or entitled to the possession of the Goods and this Sea Waylibl shall prevail.

1. The Merchant warrants that in agreeing to the terms hereof he is or has the authority of the person
winning or entitled to the possession of the Goods and this Sea Waylibl and that such particulars, and any othe
seen checked by the Merchant or receipt of this Sea Waylibl and that such particulars, and any othe
santiculars furnished by or on behalf of the Merchant, are adequate and cornect. The Merchant also
thorough the santiculars furnished by or on behalf of the Merchant, are adequate and cornect. The Merchant also
thowaways, and that the Goods will not cause loss, damage or expense to the Carrier or to any other cause
it to those the cornection of the cornection of the cornection with the Goods for which the Carrier is not responsible.

1. The Merchant shall indemnify the Carrier is not responsible.
1. The Merchant shall comply with all regulations or requirements of customs, port and other authorities
with the provisions of applicable anticorruption laws, including but not limited to the United Nation
Convention against Corruption (2005), the U.S. Foreign Cornupt Parcicles Act of 1977, the U.K. Bribery Act
2010, with the applicable cornomic sanctions regulations, including but not limited to the United Nation
Convention against Corruption (2005), the U.S. Foreign Cornupt Parcicles Act of 1977, the U.K. Bribery Act
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2010, with the applicable cornomic sanctions regulations, including but not limited to the Onland
Convention against cornuption (2005), the U.S. Foreign Cornuption Cornuption (2005), the U.S. Foreign Cornuption (2005), and the Carrier of the Carrier of the Carrier of the Carrier of the lied by the

JURISDICTION

ICTION

gainst the Carrier arising under this Sea Waybill shall be decided according to the Turk
he Courts of Izmir, Türkiye, to the exclusive jurisdiction of which the Carrier and the Merch
selves, unless the carriage contracted for hereunder was to or from the United States
juit shall be filed exclusively in the United States District Court for the Southern District of N and in the Cou

submit memeawes, unless the carriage contracted for hateunodr was to or from the clinical states, in York and U.S. law shall exclusively apply.

7. RESPONSIBILITY

(A) PORT TO PORT SHIPMENT

1. The Carrier's obligations in respect of the goods shall begin when the goods are accepted at the Ocean vessel's rail at the port of loading and shall continue until the goods are discharged at the Ocean vessel's rail at the port of loading and shall continue until the goods are discharged at the Ocean vessel's rail at the port of loading and shall continue until the goods are discharged at the Ocean vessel's rail at the port of discharge.

In a continue the port of loading and shall continue until the goods are discharged to the loading or affect the shall be port of loading or affect the shall be port of loading or affect they are discharged at the Ocean vessel's rail at the port of loading or affect they are discharged from the Ocean vessel, loading or unloading of goods into or from Ocntainers or, the supply of Containers are required by the Merchant the Merchant hereby constitutes the Carrier as his agent with authority to enter in to any contract on his behalf and the Carrier shall be under no personal liability whatsever or howsever arising as carrier, balleer or thereview in connection with the goods.

In Where incidental to the Port to Port shipment, the carrier arranges, or pre-carriage, or-carriage, or-carriage, and the port of the contract, any competent Ocur to Tribunal shall decide that the Carrier is alled the Carrier is falled be entitled to demand from the Merchant the full freight for the entire carriage including the charges incurred by the Carrier as alled the Carrier is alled be entitled to demand from the Merchant the full freight for the entire carriage including the charges incurred by the Carrier is alled with the Carrier is alled be appreciated for any pre-carriage, on-carriage, carriage inland storage or handling of goods, the Carrier's failed best principle for on pre-carriage, on-carriage, an

illing of goods, the Carrier's liability, if any, shall be determined in accordance wan the provision. 7 (B) below (Combined Transport).

MBINED TRANSPORT

The respect to loss/damage howscever occurring within the period of responsibility under the respect to loss/damage howscever occurring within the period of responsibility under clip above, liability of the Carrier shall be determined under the aforesaid care respect to loss or damage howscever occurring outside the period of responsibility reference in the period of the

storage, pre-carriage or on carriage from the party to whom the carrier is storage, pre-carriage or on carriage of the goods. arrier, without limiting sub-clause (ii) above, shall be relieved of liability for I s or damage can be reasonably attributed either in part or in whole to:

It loss or damage can be reasonably attributed either in part or in whole to:

A wronful act or omission of the Merchant.

Insufficiency or defective condition of the packing in the case of goods which by their nature are liable sos or wastage or to be damaged when not packed or when not properly packed.

Compliance with the instruction of the Merchant or his agent.

Handling, stowage, loading, or unloading of the goods by or on behalf of the Merchant.

Intelligency or inadequacy of marks or numbers on the goods, coverings or Containers.

Strike, lockout, stoppage or restraint of labor, from whatever caused and whether partial or general.

Their and/or attempt threat and/or loss or damage to the goods caused by any third party, why other causes of even whatsoever or howsoever arising unless it is proven that the loss or damage why other causes of even whatsoever or howsoever arising unless it is proven that the loss or damage or recibelessly with ss or damage would probably result. en when the loss or damage occurr

occurred outside the Carrier's period of responsibility within meaning of Clause 7 (A) (i) ab (C) GENERAL (Applicable to both Port to Port shipments and Combined Transp carrier shall in no circumstances whatsoever be responsible for any direct or it ige sustained by the Merchant occasioned through delay whether by reason of rep wise by the Carrier, his servants or agents.
te Carrier shall in no circumstances whatsoever be liable for indirect, or cons

Unless the Merchant and the Carrier or his agent agreed in white at the time of booking the carriage of the goods) the Carrier shall ha sck without notice to the Shipper, and if they are so carried the Hag loods shall contribute in General Average.

LOUIS SHAIL CONTIDURE IN GENERAL AVERAGE.

In the case of live animals and cargo requested by the Merchant to be carried on deck and its Sea Waybill are stated to be carried on deck and are so carried the Hague-Visby Rules st not the goods shall contribute in General Average.

I Waybill are stated to be carried on deck and are so carried the Hague-Visby Rules shall anply cooks shall contribute in General Average.

case of Containers supplied by the Merchant or assigned by the Carrier to the Merchant for the fix sue (pursuant to Clause 8 f) the following conditions shall apply: that it is clean sound and for the type of cargo he is shipping and the Shipper shall have the right to reject any actory Container before use.

Arrier shall be under the container of the container of the container shall inspect if the container shall expect the container shall be under in the manner in which the poots have been packed or stoyed in the arc or by the unsuitability of the goods for Container carriage. Merchant hereby agrees to indemnify the Carrier against all and any loss/damage which the nay sustain or against liability to any person which the Carrier may incur on account of personal closs or damage to properly due to the manner in which the goods have been packed and/or naide the Container or due to the unsuitability of the Container.

Merchant hereby agrees to indemnify the Carrier against any additional expenses, fines, duties so which the Carrier may incur or account of personal manner or due to the unsuitability of the Container.

s contents.

supply of a Container to an agent appointed by the Carrier on the Merchants behunder no responsibility or liability for loss or damage to the goods caused by two condition of the Container unless such unsuitability or condition the activities on the part of the Carrier.

e diligence on the part of the Carrier.

If there we have the container unless such unsuitability or condition be attributable to diligence on the part of the Carrier.

If the shall be entitled but under no obligation to open any Container at any time and to inspect.

Its. If it thereupon appears that the contents or any part thereof cannot safely or properly be the either at all or without incurring any additional expenses or taking any measure in relation to iner or its contents or any part thereof, the Carrier may abandon the transportation thereof an measures and/or incur any reasonable additional expense to carry or to continue the carriag the same ashore or float under cover or in open at any place which storage shall be deemed the delivery under this Sea Waybill. The Merchant shall indemnify the Carrier against an additional expenses so incurred.

Consequently, the parties recognize and grant to the Carrier the right to designate a transporter compa-to perform an inland transportation in case the Merchant formally requests this in writing. The cost and rid of this inland transportation will be assumed entirely by the Merchant, and the Carrier will not be held laid for any losses arriang during the inland transportation. In the event that no agreement, has been reached writing regarding the assignment of the Container for inland transport, or the Merchant does not agree with the inland transporter proposed by the Carrier, the Container shall remain at the disposal of the Mercha for its unloading at the port of arrival for a period of time set by the Carrier. G. Where Containers are supplied by the Merchant or assigned by the Carrier pursuant to Clause 8 (above are unpacked at the Consignee's or Receiver's premises the Consignee's or Receiver's a responsible for returning the empty Containers clean and in a useable condition in all respect and suitab for the carriage of cargo of any description the port or place of descharge or other place nominated by it

Carrier within the time prescribed to them. Should a Container not be return within the presorbed time Morchant shall be liable for any demurrage loss or expenses which may arise from, such non-ret. In. The Merchant agrees to indemnify the Carrier for any loss or damage to the Containers or for liability arising from any act or omission by the Merchant, his servants or Agents arising direct indirectly from but not limited to the packing or stowage of cargo in the Container or the use the in. In the event that the Carrier agrees to transport any empty Container not loaded with goods is Merchant or any other party, such transportation shall be undertaken only in accordance with terms of Saw Waybill nowlitestanding that no formal Saw Waybill nowlitestanding that no formal Saw Waybill nowlitestanding that no formal Saw Indirect in the containers or trailers no owned nor leased by the Carrier.

9. LIEN carrier his servents or Agents shall have a lien on the goods and the right to sell the goods privately or by public auction for all freight (including additional freight payable under Clause 14) dead freight, demurrage Container demurrage and storage charges delention charges salvage Average contributions and all other charges and expenses whatsoever including (not limited to) der Clause 14 (c) and 15 (e) herein which are for the account of the goods or of the Merchant der Clause 14 (c) and 15 (e) herein which are for the account of the goods or of the Merchant General Average contributions and all other charges and expenses whatsover including not limited to) matter under Clause 14 (c) and 15 (e) herein which are for the account of the goods or of the Merchant and for the costs and expenses of exercising such lien and such sale including legal fees and also for all previously unsafilised debts whatsoever due to him by the Merchant. Without prejudce to the foregoing reviews in the contribution of th

payable at destination).

recover from the Shipper of the goods or the principal the replacement value of any Container greater from the Shipper of the goods or the principal the replacement value of any Container greater from the Shipper of the goods or the principal the replacement value of any Container greater from the Shipper Genevier premises and not returned by any reason of being lost/destryated to the time prescribed under Clause 8 (e) hereof to the port or place of discharge and/or any topeness that may directly arise from such non-return and/or the cost of repairing the said Container or the same has become damaged (whether or not by the fault or negligence of the inverConsignee, their servants or Agents, after the Carrier has consigned the same to the verConsignee, the case of aleased Container the replacement value shall be deemed to be the of the Container in the lease agreement.

nt. cipal) of the goods all, duties, taxes, fines, imposts, expenses,

the ship comes in to collision CLAUSE
the ship comes in to collision with another ship as result of the negligence of the other ship and any act,
galect or default of the Master, Manners, plots or the servant of the Carrier in the navigation or in the
anagement of the Ship, the Owners of the Goods carried hereunder will indemnify the Carrier against all
so or liability to the other non-carrying ship or the Owners in so far as such bas or liability represent loss
or damage to or any claim whatsoever of the Owners of the said Goods paid or payable by the other or
no-carrying ship or her Owners to the Owners of the said Goods and soft in ecouped or receivered by the
her or non-carrying ship or her Owners and said Goods and soft in ecouped or receivered by the
her or non-carrying ship or her Owners of the said Goods and soft in ecouped or receivered by the
her or non-carrying ship or her Owners and the owners of the said Goods and serving ship or Ships
objects other than or in addition to the colliding ships or objects are at fault in respect to a collision or
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or objects other than or in adoltion to the collising shaps or objects are at fault in respect to a collision or contract.

NEW JASON CLAUSE WAR RISKS CLAUSES I AND 2 are deemed to be incorporated in this Sea Waybill.

11. GENERAL AVERAGE AND SALVAGE

11. GENERAL AVERAGE AND SALVAGE

12. The contract of the property
before delivery.

12. NOTIFICATION AND DELIVERY
a. Any mention herein of parties to be notified
Carrier and failure to give such notification s
Merchant of any obligation hereunder.

Carrier and failure to give such notification shall not involve the Carrier any liability, nor relieve the Merchant of any obligation hereunder.

b. Where the carriage called for by this Sea Waybill is a Port to Port Shipment, the Carrier shall be at liberly to discharge the Coods or any part thereof without notice directly they come to hand at or no to any the cook of the cook or any part thereof without notice directly they come to hand at or no to any the cook of the

attaching to him, self or dispose of the Goods and apply the proceeds on sets in resource to the camer from the Merchant in respect of this Sea Waybill.

13. NOTICE OF CLAIM AND TIME FOR SUIT

13. NOTICE that apply to camerage to or from the United States only. Unless notice of lose or damage to the County of
4. FREIGHT AND CHARGES

14. FREIGHT AND CHARGES
3. Freight on the goods shall be deemed earned when the goods are received for shipment and shall take a freight together with charges shall be educated to goods are lost or not. The freight together with charges shall be educated and to the Carrier at the port of shipment (miless otherwise agreed) at the time of the vesses that the carrier of the control of the carrier at the control of the control of the carrier at the control of t

be due and paid to the Carrier at the port or shipment (uniess onerwise agreed) at me time or use wessaling in the required freely transferable currency calculated at the means of the closing rates of exchan in Turkye at the time of the vessel sailing.

Interest shall be paid on any freight primage and changes remaining unpaid after due date of payme. The freight payable hereunder has been calculated and based upon the particulars of the goods furnish by the Shipper to the Carrier. The Carrier shall be entitled at any time to open and to re-weight sound to the concret, freight shall be paid by the Merchant on the excess weight or measurements value so ascertained together with the expenses incident to re-weighing or re-measuring or re-value which expenses shall be considered as freight. The Merchant shall, if required by the Carrier so to furnish forthwith on demand to the Merchant the invoice or a true copy thereof relating to the good. The Merchant shall comply with the regulations and requirements of Port, Customs and off Authorities and shall be liable for all duties, laxes, fires, inposts, expenses, loss of damage of whistoes complying with the port customs or other regulations and requirements of Port, Customs and off whistoes complying with the port customs to other regulations and requirements of Port, Customs and off the port customs or other regulations and requirements of Port, Customs and off the department of the port of shipments at the sole risk and expense of the Merchant. The Carrier shall be entitled to recover the costs by reason of the compliance with the regulations or requirements whether caused by regiligence or not.

d. The Merchant shall further be liable to pay on demand day by day all storage charges and demurrage charges in regards to Containers (as defined herein) in accordance with the Tariff which may obtained from the Carrier.

ase of war, hostilities, strike, port congestion, lock-outs, stoppages, civil commotions, quarantine, ice no any other cause whatsoever beyond the Carrier's control (whether any of the foregoing are actual threatened and whether or not existing or anticipated at the commencement of the voyage) which there or any of them in the judgment of the Master or Carrier (either of whose decision shall be absolute. tiny of them in the judgment of the Master or Carrier (either of whose decision shall be absolute on all parties) may result in damage to, or loss of the vessel, or giver rise to risk of capture, etention of vessel or cargo, are likely to prejudice the interest of the vessel including her future ts and/or her cargo whether by delay or otherwise howsoever or make it unsafe or imprudent ason to proceed on or continue the voyage or her carriage by land or enter or disc place of discharge or transshipment or give rise to any delay or difficulty in reaching a port or place of discharge or transshipment or the place of delivery the Carrier's

cods.

carry the Goods back to the country of shipment and discharge them there.

retain the Goods on board the ship and/or return them to the original port of discharge in the same
satituted ship and there discharge the Goods at the sole risk and expertise of the Shipper/Consignee

ry the Goods back to the country of shipment and discharge times used.

an the Goods to board the ship and prior return them to the original port of discharge in the same tuted ship and there discharge the Goods at the sole risk and expertise of the Shipper/Consignee were of the Goods.

andon the carriage of the Goods by land at such convenient place as the Carrier shall in his discretion select, and discharge the Goods from the Container. When the Goods have been ed or discharged from the Ship or Container as herein provided they shall thereafter be at the sole expense of the Merchant and such discharge shall constitute a full performance of all the Carrier's ne hereunder. The Carrier, Master or Agentts giving immediate notice of such discharge to the off of the Goods so figa she is kit would be exercised. The Carrier's hall be entitled to relight and charges shall be deemed to be exerced or the foregoing liberties for which flogother plant and charges, be shall have a like nor the Goods. The Carrier shall be a entitled in earlier to the entitled in addition to be entitled in a definition to be entitled in lead for the conditions of the foregoing liberties for which flogother by an office and charges representing the interest cost

o the Carrier (including but not limited to additional insurance and bunker costs).

16. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

The Merchant undertakes that no claim or allegation shall be made against any person vatsoever, other than the Carrier, including but not limited to the Carrier's sevants or a dependent contractor and his servants or agents, and all others by whom the whole or a ringe whether directly or indirectly, is procured, performed or undertaken, which imposes or pose upon any such person or vessel any liability whatsoever in connection with the Go-ringer, and if any claim or allegation should nevertheless be made to defend, indemnify immiless the Carrier against all consequences thereof. Without prejudice to the foregoing son or vessel shall have the benefit of all provisions herein benefiting the Carrier as if such ovisions, does so not only on his own behalf but also as agent or trustee for such persons a dis such persons and vessels shall to this extent be or he deement to he narries to this provisions, does so not only on his own behalf but also as agent or trustee for such persons and such persons and vessels shall to this extent be or be deemed to be parties to his c. The Merchant shall defend, indemnify and holds harmless the Carrier against any claim or lial any expense arising there, from jarsing from the carriage of the Goods insofar as such claim of exceeds the Carrier's liability under this Sea Waybill.

d. The defenses and limits of liability provided for in this Sea Waybill shall apply in any action at Carrier whether the action be found in contract or in Tort.

17. DANGEROUS GOODS

ussell slaing: Goods and if applicable, the Container, flat trailer etc. are adequately packed, for technical name and class of goods. Of technical name and class of goods. Goods of the container of the contain

18. THE SCOPE OF THE VOYAGE

THE SCOPE OF THE VOYAGE scope of the voyage freein contracted for shall include usual of customary or adver then named in this contract or not, also ports in or out of the advertised, geographical, or order, even though in proceeding thereto the vessed may sail beyond the port of tion, contrary thereto, or return to the original port or depart from the direct or custo seal alcanels, straits and other waters. The vessed may call at any port for the purpos uses air canais, straits and oner waters. In evessel may call at any portrot the purposes of the current age or of a prior or subsequent voyage. The vessel may omit calling at any port or ports whether seeduled or not and may call at the same port more than once: may for matters occurring before loading goods known or unknown at the time of such loading and matters occurring after such loading either or or without the goods or passengers on board and before or after proceeding towards the port of harge adjust compasses, dry lock, go on ways or to repair yards, shift betths, undergo, degassing, ing or similar measures, make that tirps or test, take fuel or stores, embark or disembark passengers nan or the other persons, remain in port, sail with or without pilots, tow and be towed, and so save life or property, anything done or not done in compliance with the above shall be done or not done in fulfillment of the contractual voyage. The Carrier shall not be respons nor any loss sustained by the Merchant through delay of arrival of the Goods.

19. MATTERS AFFECTING PERFORMANCE

a. If at any time the carriage is or is likely to be affected by any hindrance, risk, delay, disadvantage of any kind (including the condition of the Goods), whensoever and however (whether or not the carriage has commenced) the Cerrier man.

1. Without notice is a commenced of the Goods of the Condition of the Goods of the Cerrier man.

whether or not the carriage has commenced) the Carrier may. Without notice to the Merchant abandon the carriage of the Goods and where reasonably possible with the Carrier may without notice to the Merchant abandon the carriage of the Goods or any part of them at the Merchant's disposal at any place which the Carrier may denied and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. Without prejudice to the Carrier's right shall cease. Without prejudice to the Carrier's right shall cease the carriage, induce to Cooks received for carriage and considered to full Charges on Cooks received for carriage and the Carrier's right shall pay any additional cost resulting from the above-mentioned circumstances. The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the carrier in respect of the Goods shall cease on the delivery or other disposition of the carrier in respect of the Goods shall cease on the additive or other disposition of the carrier in respect of the Goods shall cease on the additive or other delivery or other disposition of the carrier in respect of the Goods shall cease on the additive or other delivery or other disposition of the carrier in respect of the Goods shall cease on the additive or other delivery or other disposition of the carrier in respect of the Goods and the carrier in respect of the Goods and the delivery or other de

person acting or purporting to act as or on behalf of such government authority.

20. SUBSTITUTION OF VESSEL TRANSSHIPMENT FORWARDING Whenever the Carrier or the Master may deem if advisable or in any conserver une Cerrier un un masser may oseem it abvissorie, or, in any case, where the Goods signed to a point where the vessed does not expect to discharge, the Carrier or Master may will ce, tranship the whole or any part of the Goods at the original port of shipment, or any, other plac see even though outside the scope of the voyage or the route to or beyond the port of discharge or fination of the Goods, and forward the Goods, to the port of destination by any vessel, vessels or or an of transportation by water or by land or by air or by any such means, whether operated by ce, trainsnip the whose of any part of the coops at the original port of simplerith, or an see even though outside the scope of the voyage or the route to or beyond the port of infinition of the Goods, and forward the Goods, to the port of destination by any vessel, are of transportation by watter of by land or by air or by any such means, whether are of the properties and whether departing or arriving or schedule to depart or arrive be the complex of the second or and of the Merchant and without any responsibility, whatsoever. The carriage by any varieting Carrier and all transshipment or forwarding shall be subject to all the terns we ulair form of Sea Waybill. Feeight note, contract or other shipping documents used at it prier, whether issued for the Goods or not, and even though such terms may be less chant than the terms of this Sea Waybill. Pending or during transshipment the Goods or or afford at their expense and this Carrier or his Agent shall not be lable for loss of sea due to detention or delay, even if the Goods are in the custody of the Carrier or his or or craft belonging to the Carrier or his Agent. The Carrier may delay forwarding awa veyance in his own service or with which he has established connections. The responder schoolwedged by the Carrier for his Agent. The Carrier may delay forwarding awa veyance in his own service or with which he has established connections. The responder whether the whole transport has been collected by him.

DEFION

To provid discharge for optional goods must be declared to vessel's Agent at the first of the optional port of discharge for option not later than 48 hours before the vessel's arrival there, or falling such declaration the err may elect to discharge at the first or any optional port and contracts of carriage shall then be idered fulfilled. Any option must be for the total quantity of Goods under this Sea Waybill.

Carrier may elect to discharge at the first or any optional port and contract of carriage shall there considered fulfilled. Any option must be for the total quantity of Goods under this Sea Way 22. CARRIER'S RIGHT OF DISPOSAL Without projudice to Clause 9 above, if the goods are not taken by the Merchant within 21 days of dischs (or in the case of perishable goods within 2 days), the Carrier shall be at tiberty and without notice to Merchant of the Goods to abandon them to the appropriate submitty or set the Goods as asalvage for account of whom it may concern where the Carrier at this sole discretion reasonably believes that the violational of the control o

24. TEMPERATURE CONTROLLED CARGO

4. TEMPERATURE CONTROLLED CARGO
14. TEMPERATURE CONTROLLED CARGO
15. The Merchant undertakees not to tender for transportation any Goods which require temperature control to the control of the contro seekalf of the Merchant further undertakes that the Container has been properly stiffed in the Merchant further undertakes that the Container has been properly precoded, it was been properly stiffed in the Container and that its hermostatic controls have been properly stiffed in the Container and that its hermostatic controls have been properly stiffed in the Container and that its hermostatic controls have been properly stiffed in the Container staff or the Scote scaused by such marker staff or the Scote scaused by such marker staff or the Scote scaused by such markers plugged whilst on board and control and set the thermostatic controls on imperature range as described by the Merchant on the front of this . The Carrier shall not be liable for any loss of or damage to the goods arising erangements breakdown, stoppage of the temperature controlling machinery, plant, insiparatures of the Container provided that the Carrier shall before or at the beginning of the care used iligence to maintain the refrigerated Container in a efficient state, provided that the restated in (b) are compiled with.

The Carrier shall in no way be collede for care and an efficient state, provided that the restate in the Scote shall be sometiment of the staff of the staff or the staff

are complied with. er shall in no way be obliged to carry out any repair work to maintain the efficient state of the

refrigerated containers.

25. LIMINATON

The monetary liability of the Carrier shall not exceed the applicable limits of liability under The Hague/Hague-Valsy Rubility of the Carrier shall not exceed the applicable unit for the purposes of package limitation shall be the number of Containers referred to on the face of the Saa Waybill. Where the US COGSA applies, the Carrier's limitation of liability respect of the Goods shall not exceed USS 500.00 per Container, package, bundle, pallet, other unit, or customary freight unit, unless the nature and value of the Goods is declared on the Saa Waybill and additional freight paid. Without projudice by any applicable limitation of liability, the syability and the Carrier the Saa Waybill and additional freight paid. Without projudice by any applicable limitation of liability, the saise of compensation shall be limited to the value of the Goods sa damaged or lost (excluding insurance, custom fees, buxes, freight and retail value). The value of the Goods shall be determined by reference to the commercial invoice or the custom declaration. In no circumstance with the contained the carrier of the custom declaration. In no circumstance with the contained the carrier of the carrier of the form of the custom declaration. In no circumstance with the contained the carrier of the carrier of the form of the carrier also reserves the right to settle any compensation payable to the Merchant by way of a credit note.

Merchant agrees and acknowledge shall the carrier of the substitute of the limits laid down in this Sea Waybill may not be claimed unless, with the consent of the Carrier, the value of such Goods is declared by the Shipper prior to the commencement of the carriage and is stated in writing on this Sea Waybill and extra freight paid. In such a case, the amount of the declared value shall be autealled that such as a consensuration when the carrier was the cooks as defined above.

eed the actual commercial value of the Goods as defined a

me earms of this Sea Waybill shall be separable and, if any term or provision hereof or any part of any term or provision shall be invalid that be separable and, if any term or provision hereof or any part of any term or provision hereof or any part of any term or provision hereof hereof several such circumstance shall not affect the validity or enforceashity of any other term or provision hereof No severals or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specially authorized or ratified in writing by Carrier.

77. LANDING CHARGES
The Goods shall in all cases he lended by the contraction of the contraction.

Of the Lamins Islam index are power to the Committee of t 28. LIABILITY OF SERVANTS AND SUB-CONTRACTORS

It is heably expressly appreed that no servants or agent or the Carrier, including any inde-subcontractors employed by the Carrier in any circumstances whatsoever be under any liability who to the Merchant for any loss or damage or delay of whatsoever kind arising or resulting directly or form any act neglect or default on his part while acting in course of, or in connection with his part and without, prejudice to the generality of the foregoing provisions in this clause every exception. If condition and liberty herein contained and every right exception from liability, defense and imm whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall waitable and what extend to protect every such servant or agent of the Carrier (including any site terminal operator or any other independent contractor) acting as the aforesaid and for the purpo-bability of and the protection of the protection of the purpose of the carrier (including any site of the purpose of the protection of the purpose of the protection of the purpose of the protection of the purpose of the presents (including any site protection). half of and for the benefit of all persons who are or might be his servant dependent contractors as aforesaid) and all such persons shall to this extent be

to this Sea Waybill.

MERICHANT'S RESPONSIBILITY

a. The Sharm of the Sea Waybill and that such particular relating to the Goods as set out overlead

been checked by the Shipper on receipt of this Sea Waybill and that such particular and any
particulars furnished by or on behalf of the Shipper are correct.

b. The Shipper shall indemnify the Carrier against all loss damage fines and expenses arising or res
from inaccuracies in or inadequacy of such particulars or from any other cause in connection with

coods for which the Carrier is not responsible.

c. The Merchant shall comply with all regulations or requirements of customs port or any other auth

and shall bear and pay all dubtes lares, fines, imposts, expenses or charges or losses incurred or suf

Coods and indemnify the Carrier in respect thereof.

Characteristics and continues the continues of the contin

odemnity the Carrier in respect thereos. Intaliants owned or leased by the Carrier are unpacked by the Merchant he is responsible empty. Containers with interiors brushed and clean and with all its accessories, if any to of discharge or to the port or place designated by the Carrier, his severants or agents within ded to them. Should a Container not be returned within the prescribed time, the Merchant s any demurage, loss or expense within may arise from such non-return.