

Shipper

**SEA WAYBILL
NON-NEGOTIABLE**

S W/B No.

for Port to Port Shipment
or Combined Transport

Consignee



TEAM LINES Deutschland GmbH & Co.KG

Baumwall 3
20459 Hamburg
P.O.Box 11 33 43
20433 Hamburg
Commercial Register Hamburg - HRA 104526
phone +49 40 376 02-0
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Notify Party (see clause 21 overleaf)

Place of receipt *

Vessel Port of loading

Shipping reference

Port of discharge Place of delivery*

Merchant's reference

Marks and Nos.	Number and kind of packages: description of goods	payload (kos)	tara (kos)
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"Above particulars furnished by the Shipper, but without responsibility or representation by the Carrier"

Freight details, charges etc.	<p>"RECEIVED by the Carrier from the Shipper, as stated by the Shipper to comprise the Goods specified above and as far as ascertained by the Carrier by reasonable means of checking, in apparent good order and condition unless otherwise stated herein, the total number or quantity of Containers or other packages indicated above, under "Number and kind of packages" for Carriage always subject to all Terms and Conditions hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or Place of Delivery, whichever is applicable. When the Place of Receipt box has been completed, any notation on this Sea Waybill of "on board", "loaded on board", "shipped on board" or words to like effect, shall be deemed to be on board the means of transportation performing the carriage from the Place of Receipt to the Port of Loading.</p> <p>In accepting this Sea Waybill and/or taking delivery of the Goods the Merchant expressly accepts and agrees to all its terms, conditions and exceptions, whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Sea Waybill by the Merchant.</p> <p>This non-negotiable Sea Waybill, which is issued instead of a Bill of Lading at the Merchant's request, is not a document of title to the Goods. Otherwise the contract evidenced by this Sea Waybill is deemed to be a contract as defined in Article 1 (b) of the Hague Rules. Carrier is to exercise due care ensuring that delivery is made to the Consignee or his authorised representative. However, the Carrier shall not be liable for misdelivery, unless caused by the Carrier's negligence.</p>
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*(only when document used as Combined Transport S W/B (see clause 1 overleaf)

Freight payable at Hamburg	Place and date of issue
	Signed for _____ as Carrier by _____ As agent(s) only to the Carrier

1. Definitions

„Carrier“ means TEAM LINES Deutschland GmbH & Co. KG, Baumwall 3, D-20459 Hamburg (Germany), Handelsregister Hamburg – HRA 104526. **„Merchant“** includes the Shipper, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Sea Waybill and anyone acting on behalf of any such Person. **„Goods“** means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

„Container“ includes any container (including an open top container), flat-rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment. **„Carriage“** means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods under this Sea Waybill.

„Combined Transport“ arises when the Place of Receipt and/or the Place of Delivery are listed in the relevant boxes overleaf. **„Person“** includes an individual, corporation or other legal entity.

„Port to Port Shipment“ arises where the Carriage called for by this Sea Waybill is not Combined Transport. **„Freight“** includes all charges payable by the Carrier in accordance with the applicable Tariff and this Sea Waybill. **„Operators“** includes owners, charterers, and operators of vessels (other than the Carrier), stevedores, longshoremen, lightermen, terminal and groupage operators, road and rail transport operators, warehousemen, customs inspection stations, port authorities, pilots and any independent contractors employed by the Carrier performing the Carriage and any direct or indirect subcontractors who are engaged in the performance of the contractual privity or to. **„Terms and Conditions“** means all terms, rights, defenses, provisions, conditions, exceptions, limitations and liberties of this Sea Waybill. **„Vessel“** means any waterborne craft used in the Carriage under this Sea Waybill, which may be a feeder vessel or an ocean vessel.

„Hague Rules“ means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924. Reference in the Hague Rules to pounds sterling shall be deemed to be reference to pounds sterling lawful money of the United Kingdom. **„US COGSA“** means the United States Carriage of Goods by Sea Act 1924. Reference to the internal law of a State shall be deemed to exclude all principles of private international law applied by such State.

2. Carrier's Tariff

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the terms herein relating to free storage time and to container and vehicle demurrage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the event of inconsistency between this Sea Waybill and the applicable Tariff, this Sea Waybill shall prevail.

3. Warranty

The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to the possession of the Goods and this Sea Waybill.

4. Sub-Contracting

4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

4.2 The Merchant undertakes that no claim or allegation whether in contract, bailment, tort or otherwise shall be made against any servant, agent or Sub-Contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned, operated 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 or in respect of any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Sub-Contractor shall have the benefit of all Terms and Conditions of whatsoever nature herein contained or otherwise benefitting the Carrier including clause 25 hereof, the bill and jurisdiction clause, as if such Terms and Conditions were expressly for their benefit, and, in entering into this contract, the Carrier, to the extent of those provisions, does so on its own behalf and also as agent and trustee for such servants, agents and Sub-Contractors.

4.3 The provisions of clause 4.2, including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims and allegations of whatsoever nature against other Persons chartering space on the Vessel.

4.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person claiming in accordance with the terms and conditions of any contract which imposes or attempts to impose upon the Carrier any liability in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

5. Carrier's Responsibility

5.1. Port to Port Shipment

(i) Where the Carriage is Port-to-Port, then the liability (if any) of the Carrier for loss of or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Discharge shall be determined in accordance with articles 1-8 (inclusive) of the Hague Rules save as otherwise provided in this Sea Waybill.

(ii) The Carrier shall have no liability whatsoever for loss of or damage to the Goods, however caused such loss or damage arises before loading onto or after discharge from the Vessel. Loading shall be deemed to have commenced when the Goods are first connected with the tackle alongside the vessel and discharge shall be deemed to have been completed when the Goods are disconnected from the tackle alongside the Vessel.

5.2. Combined Transport

Where the Carriage is Combined Transport, the Carrier undertakes to perform and/or in its own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided for in this Sea Waybill, the Carrier shall be liable for loss of or damage to the Goods only to the extent set out below.

(i) Where the stage of Carriage where the loss or damage occurred is loss of the Carrier shall only be liable if it is proven by the Shipper or Consignee that the loss of the Carrier to the Goods results solely from the Carrier's failure to exercise reasonable diligence in respect of the Goods by any servant, agent or Sub-Contractor in whose custody the Goods were at the time of loss or damage.

(ii) Where the stage of Carriage where the loss or damage occurred is known notwithstanding anything provided for in clause 5.2 (i) and subject to clause 17.1, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) by the Hague Rules articles 1-8 (inclusive) if the loss or damage is known to have occurred from and during loading on board the Vessel up to and during discharge from the Vessel. These articles of the Hague Rules shall apply as a matter of contract; and
(b) where the provisions of clause 5.2 (i) do not apply, in accordance with the contract of carriage and/or any other contract or Sub-Contract in whose custody the loss or damage occurred or when the Sub-Contractor is a public, semi-public and/or imposed, exclusive or monopolistic body by the conditions applicable for such body or in the absence of such contract by the conditions of clause 5.2 (i). **Where the German Handelsgesetzbook (HGB) applies, the Carrier's liability, if any, shall in any event be limited to 2 SDR per kilo lost or damaged.**

For the purposes of this clause 5.2 (ii) reference in the Hague Rules to cargo shall be deemed to include reference to all waterborne carriage and the Hague Rules shall be construed accordingly.

(iii) In no event shall the Carrier be under any liability whatsoever for loss of or damage to the Goods however occurring:

(a) if the Place of Receipt is not named overleaf and such loss or damage arises prior to loading on to the Vessel;

(b) if the Place of Delivery is not named overleaf and such loss or damage arises subsequent to discharge from the Vessel.

6. Compensation and Liability Provisions

6.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the current market price of the Goods at the time of loss or damage. If there is no invoice value of the Goods or if such invoice is not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to their normal value in the market at the time of loss or damage. Save as is provided for in clause 6.4 the Carrier's liability shall in no event exceed 2 SDR per kilo of the gross weight of the Goods lost, damaged or in respect of which a claim of whatsoever nature arises.

6.2 Wherever US COGSA mandatorily applies to the Carriage, the Carrier shall at all times be entitled to the full benefit of and the right to all limitations or exemptions from liability authorized by any provision of Section 4281 to 4283 of the revised Statutes of the United States of America and any subsequent amendments thereto and of any provision of the laws of the United States or any other country whose laws may apply. Notwithstanding the foregoing, the Carrier shall be deemed to waive or operate to deprive the Carrier, or lessen the benefits of any such rights, immunities, limitations or exemptions. If US COGSA so applies, the liability of the Carrier and/or the Vessel shall not exceed US\$ 500 lawful money of the United States of America per package or customary freight unit, save as is provided for in clause 6.4.

6.4 The Merchant acknowledges and agrees that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this Sea Waybill may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated in the body of the Sea Waybill clearly marked with the words "Declared Value (see clause 6.4 overleaf)" and, after freight paid. In that case the amount of the declared value shall be substituted for the limits laid down in this Sea Waybill. Any partial loss or damage shall be adjusted pro rata on basis of such declared value.

6.5 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

7. General

7.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during any Carriage or at the Port of Discharge or Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any carrier or use of the Goods and the Carrier shall in no circumstances whatsoever and however arising be liable for any direct, indirect or consequential loss or damage caused by delay. If the Goods are delayed, the Carrier shall be liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no case exceed the Freight paid.

7.2 Save as otherwise provided herein, the Carrier shall in no circumstances be liable for loss of profit or direct or indirect or consequential loss or damage arising from any other cause whatsoever.

7.3 The Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

7.4 In the event that the Merchant requests the Carrier to deliver the Goods: (a) at a port other than the Port of Discharge; or (b) at a Place of Delivery instead of the Port of Discharge; or (c) at a place beyond the Place of Delivery and the Carrier in its absolute discretion agrees to such request, such further Carriage will be subject to the Terms and Conditions of any contract for such further Carriage as if the ultimate destination agreed with the Merchant had been entered overleaf as the Port of Discharge or the Place of Delivery.

8. Notice of Loss, Time Bar

8.1 Unless notice of loss or damage to the Goods and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery (or Port of Discharge) no Place of Delivery is named on the reverse hereof) before or at the time of delivery of the Goods as

described in clause 21 or if the loss or damage is not apparent, within three consecutive days thereafter, the Carrier shall be deemed prima facie to have delivered the Goods as described in this Sea Waybill.

8.2 In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods, unless suit is brought within nine months after their delivery or after the date when they are considered to be duly delivered as per clause 21.2 or 21.3 as the case may be.

8.3 In case of any claims against the Carrier of whatsoever nature other than for damage to or loss of the Goods or of claims not relating to the Goods, notice is to be given within one week and suit to be brought against the Carrier within 6 months after delivery as determined in clause 21, such claims otherwise being definitively waived and time barred.

9. Defences and Limits for the Carrier

9.1 It has been agreed between the Carrier and the Merchant that only the Shipper or alternatively, the Consignee (depending on which one of those two Persons actually incurred the loss or damage) shall be entitled to claim from the Carrier, whether or not such claim results from negligence on the part of the Carrier, and if any other Person would nevertheless make such claim or allegation, then the Merchant shall indemnify the Carrier against all consequences thereof.

9.2 The Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery, and/or misdelivery) and whether the action be founded in contract, bailment or in tort and whether the claim or allegation or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

10. Shipper-packed Containers

10.1 A Container has not been packed by or on behalf of the Carrier (= FCL Container – CY Container); 10.2 This Sea Waybill shall be a receipt only of such a Container.

10.3 The Carrier shall not be liable for 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 or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including, inter alia, without prejudice to the generality of this exclusion:

a) the manner in which the Container has been packed; or
b) the unsuitability of the Goods for Carriage in Containers; or
c) the unsuitability or defective condition of the Container or the incorrect setting of any thermostat, ventilation, or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent upon reasonable inspection by the Merchant or if the time the Container was packed or d) wrong, incomplete, or missing instructions from the Merchant.

10.4 The Merchant is responsible for the packing and sealing of all FCL Containers, and, if a FCL Container is delivered by the Carrier with its original seal as affixed by the Shipper intact, the Carrier shall not be liable for any shortage of the Goods contained therein.

10.4 The Shipper shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

11. Perishable Cargo

11.1 Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless there is noted in this Sea Waybill that the Goods will be carried in a refrigerated, cooled or thermally insulated or otherwise specifically equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialised attention without giving written notice of their nature and the particular temperature of supply air to be maintained or the temperature of the Goods or other special requirements of the Goods and the requirements are not complied with, the Carrier shall be liable for any loss of or damage to the Goods however arising.

11.2 Temperature instructions given by the Merchant for temperature controlled Containers will always relate to the supply air temperature range to be maintained by the Carrier during the Carriage. The Carrier will not guarantee any temperature range inside the Container. The temperature of the Goods upon delivery to or loading on board of the Vessel is not to be controlled by the Carrier and will be the sole responsibility of the Merchant. The Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

11.3 The Merchant shall be liable for any loss or damage to the Goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods, when received, were verified by the Carrier as being at the carrying temperature, humidity level or condition designated by the Merchant.

11.4 The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Container, Vessel, conveyance and any other equipment used in the Carriage and the Carrier shall be liable for the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

12. Inspection of Goods

12.1 The Carrier shall be entitled, but under no obligation, to open and/or scan any Container at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried or carried further, either all or without incurring any additional expense or taking any measures in relation to the Container and its contents, the Carrier may without notice to the Merchant (but as its agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage and/or to set up or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this Sea Waybill. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier is authorised to inspect the contents of the Container at any time and to take any measures and/or incur any particular measures and shall not be liable for any loss, delay or damage however arising from any action or lack of action under this clause.

13. Description of Goods

13.1 This Sea Waybill shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition except as otherwise noted of the total number of Containers or other packages or units indicated overleaf in the box "Above particulars furnished by the Shipper".

13.2 No representation is made by the Carrier as to the weight, tare, measurement, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

13.3 The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf hereon in respect of the Shipper's receipt of this Sea Waybill and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful goods and contain no contraband, drugs, stowaways or other illegal substances, and that the Goods will not cause loss, damage or expense to the Carrier or to the cargo.

13.4 If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract are shown on the face hereof, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that should any such particulars be regarded as a declaration of value and in no way increases the Carrier's liability under this Sea Waybill.

14. Merchant's Responsibility

14.1 All of the Person's liability existing within the definition of Merchant in clause 1 hereof shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in the Sea Waybill.

14.2 The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorney fees and/or expenses whatsoever and howsoever arising from any breach of any of the warranties in clause 13.3 or elsewhere in this Sea Waybill and from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.

14.3 Containers carried by the Carrier shall be packed and howsoever operated or supplied by the Merchant, then the Merchant warrants the seaworthiness and good order and condition thereof, and the Carrier will in no event be liable for loss of or damage to either the Container or the Goods resulting from the unsuitability, defective condition or insufficient maintenance of these Containers.

14.4 The Merchant shall comply with all regulations, laws, taxes, imposts, expenses or losses (including, without prejudice, to the generality of the foregoing, Freight for any additional Carriage undertaken) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or incomplete marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

14.5 Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors clean, odour free and in the same condition as received by the Carrier, to the place of packing specified by the Carrier within the time prescribed. Should a Container not be returned in the condition required and/or within the time prescribed in the Tariff, the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.

14.6 Containers released into the care of the Merchant for packing, unpacking or for any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

15. Freight and Charges

15.1 Full Freight shall be payable based on the particulars furnished by or on behalf of the Shipper. The Carrier may at any time open the Container or the Goods and, if the Shipper's particulars are incorrect, the Merchant and the Goods shall be liable for the correct Freight and any expenses incurred in weighing, measuring or valuing the Goods.

15.2 Full Freight shall be deemed completely earned on receipt of the Goods by the Carrier and shall be paid in full and non-returnable in any event.

15.3 All sums payable to the Carrier due on demand and shall be paid in full in EURO or at the Carrier's option in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery or as specified in the Carrier's Tariff.

15.4 All Freight to be paid whether Vessel and/or cargo lost or not lost and without any set-off, counter claim, deduction or stay of execution at latest before delivery of the Goods.

15.5 If the Merchant fails to pay the Freight when due he shall be liable also for the payment of reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or his authorized agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

16. Lien

16.1 The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier by the Merchant under this or any other contract and for general average and/or salvage contributions to whatsoever due. The Carrier may exercise his lien at any time and any place in his sole discretion. Carriage shall not be carried on or under deck and, in any event, any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public sale or private treaty without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

17. Optional Stowage, Deck Cargo and Livestock

17.1 The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.

17.2 Goods whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless on the reverse side hereof it is specifically stipulated that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to mark or stamp on the Sea Waybill any statement of such deck carriage. Save as provided in clause 17.3, such Goods (except livestock) carried on or under deck and without notice to the Merchant, shall be deemed to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules and shall be carried subject to such Rules.

17.3 Goods (not being Goods stowed in Containers) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the Carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules shall not apply.

18. Methods and Routes of Carriage

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

- use any means of transport or storage whatsoever;
- transfer the Goods from one conveyance to another including transhipping or carrying the same on another Vessel than the Vessel named overleaf; or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or provided for herein;
- unpack and/or move the Goods which have been packed into a Container and forwarded them to Carrier or otherwise;
- call without pilots, proceed via any route in his discretion (whether or not the nearest or most direct or customary route) at any speed and at any time and at any place or at any place or port whatsoever (including the Port of Loading) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or more often;
- load and unload the Goods at a place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at such place or port;
- comply 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 the insurance on the conveyance employed by the Carrier the right to give orders or directions;
- 18.2 The liberties set out in clause 18.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage or the Vessel. Anything done or not done in accordance with clause 18.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

19. Matters Affecting Performance

19.1 If any event the Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into) or the Goods were received for Carriage) the Carrier may at his sole discretion and without notice to the Merchant in clause 19(a) hereof, notwithstanding the provisions of clause 19 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or

(b) Suspend the Carriage of the Goods and store them ashore or afloat upon the Terms and Conditions and endeavour to forward them as soon as possible. However, the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this clause 19(b) then, notwithstanding the provisions of clause 18 hereof, he shall be entitled to charge such additional Freight and other costs as the Carrier may determine; or

(c) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port, which the Carrier may, in his absolute discretion, convert to the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier elects to use the alternative route in clause 19(a) or to suspend the Carriage under clause 19(b) this shall not prejudice his right subsequently to abandon the Carriage.

20. Dangerous Goods

20.1 No Goods which are or may become of a dangerous, noxious, hazardous, flammable or damaging nature (including radio-active material) or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial international or national code, convention or table shall be tendered to the Carrier for Carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier and obtaining his consent in writing and without distinctly marking the Goods and the Container or other covering on the outside so as to indicate the nature and extent of any such Goods and to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without his consent and/or such marking, or if in the opinion of the Carrier such Goods are or are likely to become of a dangerous, noxious, hazardous, flammable or damaging nature, they may at any time or place be unloaded, destroyed, disposed of or abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

20.2 The Merchant warrants that such Goods are packed in a manner to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carriage.

20.3 The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damage, delay, costs, fines and/or expenses arising in consequence of the Carriage of such Goods, and/or arising from breach of any of the warranties in clause 20.2 including any steps taken by the Carrier pursuant to clause 20.1 or 20.2 or which the Merchant may incur by reason of the nature of the Goods. 20.4 Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere.

21. Notification and Delivery

21.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability or obligation of whatsoever nature. 21.2 If no Place of Delivery is indicated on the reverse hereof, the Carrier shall be at liberty to discharge the Goods at the Port of Discharge without notice to the Merchant, directly as they come to hand, or at any other wharf, craft, vehicle or place, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods shall be discharged as aforesaid. The Carrier shall nevertheless be at liberty to discharge the Goods at any other place and at any time and to incur any charges, dues or other expenses that may be or become payable. The Merchant shall take delivery of the Goods upon discharge. If the Merchant fails to do so, the stevedore or Person into whose hands the Goods are discharged, shall be considered to have taken due delivery of the Goods on behalf of the Merchant.

21.3 If a Place of Delivery is named on the reverse hereof, the Merchant shall take delivery of the Goods upon arrival of the Goods at such Place of Delivery. If the Merchant fails to take delivery of the Goods, the Merchant shall be deemed to have delivered shall be considered to have taken due delivery of the Goods on behalf of the Merchant.

21.4 Storage of the Goods shall be for the Merchant's account and at his sole risk. If the costs of such storage are paid or are payable by the Carrier or any agent or Sub-Contractor of the Carrier, these costs shall nevertheless remain to be paid by the Merchant to the Carrier.

21.5 If the Merchant fails to remove the Goods within 30 days of delivery becoming due under clause 21.2 or 21.3 or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at his discretion and without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility attaching to him sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier by the Merchant.

21.6 If, at the place where the Carrier is entitled to call upon the Merchant to take delivery of the Goods under this clause 21.2 or 21.3, the Carrier is obliged to discharge the Goods into the hands of any customs, port or other authority, such discharge shall constitute due delivery of the Goods to the Merchant under this Sea Waybill.

21.7 In case of option 5 hereof, the Carrier may, in the absence of Merchant's written option declaration, which can only be given for the totality of the Goods, at the latest four days before the arrival at the first optional port or place, elect to discharge at any optional port or place. 21.8 At this Sea Waybill the Carrier shall be entitled to deliver Goods originally missing. If a Merchant has a shortage in Goods or numbers of Goods, the Carrier may at his discretion elect to substitute any surplus goods of similar nature and quality, whether these have different or no marks and numbers at all and the Merchant has to accept delivery of such Goods which shall constitute complete performance of the Carriage under this Sea Waybill. 21.9 In the event more than one Merchant is entitled to delivery of Goods stuffed in a FCL Container (called FCL multiple Sea Waybill as evidenced by the qualification "one of ... packages" in the Container or similar qualification):

(1) such Containers may only be released to all Merchants together from a single point or into the hands of a single representative agreed by all Merchants. Failing such agreement the Carrier may unpack the Container and release these Goods to the Merchant on an LCL basis. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon the unpacking of the Goods and such release will not be affected by payment by the Merchant of LCL Service Charges and any other charges of whatsoever nature for the additional services.

(2) Each Merchant shall bear any shortage/damage in such proportion as the Carrier shall in his absolute discretion determine.

22. Both-to-Blame Collision

The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO (on www.bimco.org or obtainable from the Carrier or his agent) are hereby incorporated herein.

23. General Average

23.1 General average to be adjusted at any port or place and in any currency at the Carrier's option and to be settled according to the York-Antwerp Rules 1994, this covering all Goods carried on or under deck. General average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel.

23.2 Such security for general average as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

23.3 If a sailing ship is chartered or operated by the Carrier, salvage shall be paid for as fully as if the said sailing ship belonged to strangers.

24. Bremen/Bremerhaven

It is agreed that the port of Bremen shall include Bremerhaven.

25. Law and Jurisdiction

25.1 No servant or agent of the Carrier shall have the power to waive or vary any Terms and Conditions unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

25.2 In the event that anything herein contained is inconsistent with any applicable international convention or national law, statute or regulation, or any contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.