Chimnar				1	***	Mo		
Shipper				NVOCC CLUB Waybill No.				
				C	COMBINED TRANSPORT WAYBILL			
Consignee					APEX ORIGINAL Non-negotiable			
					APEX LO	D. OGISTICS (_	
				RECEIVED by the Carrier from the Merchant in apparent good order and condition unless otherwise indicated herein, the Goods, or package(s) said to contain the Goods, to be carried subject to all the terms and conditions herein. The Acceptance of this Waybill hereunder constitutes the Merchant's acceptance of all the stipulations, exceptions, terms and conditions of this Waybill as fully as if signed by him, any contrary local custom or privilege notwithstanding. This Waybill supersedes all prior agreements or freight engagements for the Goods. This Waybill shall have effect subject to the "CMI Uniform Rules for Sea Waybill" as incorporated in Clause 1 on the back hereof. In witness whereof, the undersigned has signed the number of Waybill stated hereunder, all of this tenor and date. The delivery of the Goods shall be made to the named consignee or his authorized agent, on production of such reasonable proof of identity as may be required by the Carrier. The Waybill shall be subject to Japanese law and the exclusive				
Notify Party								
Place of Receipt		Port of Loading		jurisdiction of Tokyo District Court. For delivery of the Goods Please apply to:				
Ocean Vessel		Voyage No.						
Port of Discharge		Place of Delivery						
Container No.	Seal No. Marks and Numbers	No. of K Containers or Pkgs	ind of Packages; Descriptio	n of Goods		Gross Weight	Measurement	
Total number of or other Package (in words)		· · · · · · · · · · · · · · · · · · ·						
Merchant's Declared Value(See Clauses 14, 20 & 29)			Note: The Merchant's attention is called to the fact that according to Clauses 14, 20 & 29 of this Waybill the liability of the Carrier is, in most cases, limited in respect of loss or damage to the Goods.					
Freight and Charges		Revenue Tons	And the second s	Per	Prepaid	Collect		
Insured Amount		Conditions	Open Policy No.	<insured waybill=""></insured>				
Exchange Rate Prepaid at Total prepaid in local cu			Payable at		Place and Date of Waybill issue			
		rrency	No. of original Waybill		SIGNATURE as the Carrier APEX LOGISTICS CO., LTD.			
LADEN ON BOA		RD THE OCEAN VESSEL By						
(Terms continued	d on back hereof)	NVOCC CL	UB FORM(©INTERLINK)		J			

CMI Uniform Rules for Sea Waybills shall be herein incorporated.
 DEFINITION
 The following words herein have the meaning hereby assigned:
(1) "Carrier" means the Carrier mentioned on the face hereof on whose behalf this Waybill

is been signed.

"Debug of the contractor includes owners and operators of vessels, stevedores, terminal perators, road, rail and air transport operators and independent contractors and their spective servants, agents and sub-contractors and any and all the Persons employed in reformance of the whole or any part of the Carriage.

"Merchant" includes the Shipper, Consigner, Consignee, owner and receiver of the oods and the holder of this Waybill.

"Carriage" means the whole or any part of the operations and services undertaken by e carrier in respect of the Goods covered by this Waybill.

"Container" includes any container, open top, flat rack, transportable tank, lift van, allet or any other similar equipment of transport hereof or connected thereto.

"Goods" means the carge described on the face of this Waybill and, if the Goods are acked into the Container supplied or furnished by or on behalf of the Merchant, includes e Container as well.

Container as well.

Person" means an individual, group, company, or other entity.

Insurance" means Marine cargo insurance.

SDR" means the Special Drawing Right as defined by the International Monetary

3. PARAMOUNT CLAUSE

(1) If it is proved that the loss or damage occurred during the Carriage by sea, this Waybill shall have effect subject to the provisions of "The Carriage of the Goods by Sea Act of Japan, enacted 1957 as amended on 3 June, 1992" (hereinafter called COGSA), unless it is adjudged that any other legislation of a nature similar to the International Convention for the unification of certain rules of law relating to bills of lading done at Brussels on 25 August 1924 (hereinafter called the Hague Rules), or to the Protocol to amend the Hague Rules as amended by the Protocol of 23 February 1968, or, where applicable, to the Protocol amending the Hague Rules as amended by the Protocol of 23 February 1968 done at Brussels on 21 Pecember 1979, mandatorily applies to this Waybill, in which case it shall have effect subject to the provisions of such similar legislation (hereinafter called the Hague Rules Legislation), and the COGSA or the Hague Rules Legislation hall be deemed to be incorporated herein.

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

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

4. APPLICABILITY

(1)The Carrier undertakes to perform or to procure the performance of the entire treatment to the contract evidenced by this Waybill, such provision shall be null and void to the extent of such inconsistency or repugnance of the entire treatment to the contract evidenced by this Waybill, such provision shall be null and v

4. APPLICABILITY (1)The Carrier undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery

s Waybill.

Diwithstanding the heading "Combined Transport Waybill" the provisions set out and ted to herein shall also apply when the Carriage is performed by one mode of

OVERNING LAW AND JURISDICTION
contract evidenced by or contained in this Waybill shall be governed by Japanese law
pt as may be otherwise provided for herein. Notwithstanding anything else contained
is Waybill or in any other contract, any and all actions against the Carrier in respect of
Joods or arising out of the Carriage shall be laid before the Tokyo District Court in
n whether the action be brought in contract, in tort or otherwise.

EFENCES AND LIMITS FOR CARRIER
othing in this Waybill shall operate to limit or deprive the Carrier of any statutory
ection or exemption or limitation of liability authorized by any applicable laws,
tets and regulations of any countries.
he aggregate of the amounts recoverable from the Carrier and his servant, agent,
Contractor or other Person and their servant and agent shall in no case exceed the
s provided for in this Waybill whether the action be founded in contract, in tort or
www.

UNKNOWN CLAUSE

7. UNKNOWN CLAUSE

(1) This Waybill shall be prima facie evidence of the receipt by the Carrier of the total number of the Containers or other packages or units enumerated on the face hereof.

(2)No representation is made by the Carrier as to the weight, contents, measure, 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, unless a contrary indication such as "shipper's weight, load and count", "shipper-packed container" or similar expressions has been made overleaf.

(3)The Merchant shall indemnify the Carrier against all loss, damage or expenses arising or resulting from inaccuracies or inadequacy of such particulars.

8. CONTINGENCY

[8] at any time the performance of the contract evidenced by this Waybill is or is likely to.

CONTINGENCY
at any time the performance of the contract evidenced by this Waybill is or is likely to
earflected by any hindrance, risk, delay, difficulty or disadvantage of any kind, the
arrier (whether or not the transport is commenced) may, without notice to the Merchant,
itreat the performance of this contract as terminated and place the Goods or any part of
ten at the Merchant's disposal at any place or port which the Carrier may deem safe and
onvenient, whereupon the responsibility of the Carrier in respect of such Goods shall
sease or

convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease: or (i)to deliver the Goods at the place designated for delivery.

In any event the Carrier shall be entitled to full freight and charges on the Goods received for the Carriage and the Merchant shall pay any additional costs of the Carriage to and delivery and storage at such place or port.

9. METHODS AND ROUTES OF CARRIAGE

(1)The Carrier reserves to himself reasonable liberty as to the means, route and procedure without notice to the Merchant.

(2)The Carrier shall be complied with any orders, directions or recommendations given by any government or authority, or whosever acting or purporting to act as or on behalf of such government or authority, or having under the terms of any Insurance for the Goods on any conveyance employed by the Carrier the right to give orders or directions.

Anything done in accordance with the preceding paragraph or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

rrier has the right to carry the Goods in the Container either under deck or on

deck of the vessel.

(2)When the Goods are carried on deck, the Carrier shall not be required to specially note, mark or stamp any statement of "on deck stowage" on the face of this Waybill. The Goods so carried shall be subject to the applicable Hague Rules Legislation, as provided for in Clause 2 hereof, and the stowage of such Goods shall be deemed to be carried under deck

Stowage for all purpose.

(3)The Carrier shall not be liable in any capacity whatsoever for any non-delivery, misdelivery, any loss of or damage to the Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by the Carrier's negligence or the

NIMALS AND PLANTS is an earned without any warranty, undertaking, responsibility or natsoever on the part of the Carrier for any accident.
EROUS GOODS AND CONTRABAND chant undertakes not to tender for transportation any Goods which are of an inflammable, radioactive, corrosive, or damaging, noxious, hazardous, injurious or dangerous nature without giving prior written notice of their nature er and making the Goods and the Containers or other covering on the outside by any laws or regulations or by reason of international conventions relating to e of the Goods of a dangerous nature which may be applicable during the

the Carriage of the Goods of a dangerous nature which may be applicable during the Carriage.

(2)If the Merchant fails to provide such requirements and at any time and the Goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place during the Carriage, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation to the Merchant and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such Goods. Further, the Carrier shall be under no liability to make general average contribution in respect of such Goods.

(3)If the Goods shipped with the knowledge of the Carrier as to dangerous, inflammable, radioactive, or damaging nature, shall become a danger to the vessel, cargo or any other property or the Person, such Goods may in like manner be discharged, destroyed or rendered harmless without compensation to the Merchant.

(4)Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against any kind of claims, losses, damages, or expenses, or personal injury or death, arising in consequence of the Carriage of such Goods.

urising, the state of the state n or any apparatus of t

14. VALUABLE GOODS

14. VALUABLE GOODS
The Carrier shall not be liable for any loss of or damage to platinum, gold, silver, jewelry, precious metals, radioisotope, precious chemicals, bullion, specie, currencies, negotiable instruments, securities, writing, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature or any other valuable Goods whatsoever including the Goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods and the same are inserted in this Waybill and ad valorem freight have been prepaid

HEAVY LIFT

The weight of a single piece or package exceeding one metric ton gross must be lared by the Merchant in writing before receipt by the Carrier and must be marked artly and durably on the outside of the piece or package. In case of the Merchant's failure in the above declaration, the Carrier shall not be ponsible for any loss of or damage to the Goods and at the same time the Merchant in Be responsible for loss of or damage to my property or for personal injury or death sing as a result of the Merchant's said failure and shall indemnify the Carrier against kind of loss or liability suffered or incurred by the Carrier as a result of such failure.

DELIVERY OF GOODS

If delivery of the Goods or any part thereof is not taken by the Merchant within a sonable time, thereafter the Carrier is entitled to call upon the Merchant to take ivery thereof, the Carrier shall be at liberty to store the Goods or that part, whereupor liability of the Carrier in respect of the Goods or that part, whereupor liability of the Carrier is neglect of the Goods or that part, whereupor liability of the Carrier is neglect of the Goods or that part, whereupor liability of the Carrier is neglect of the Goods or that part, whereupor liability of the Carrier shall wholly cease and the tand expenses of such storage shall forthwith upon demand be paid by the Merchant Carrier.

the Carrier.

(2)If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the

Merchant.

(3)In case the Goods received by the Carrier are the Containers into which contents have been packed by or on behalf of the Merchant, the Carrier shall only be responsible for delivery of the total number of the Containers as shown on the face of this Waybill. As long as it is at the absolute discretion and on condition that the Carrier shall not have responsible for any shortage, loss, damage or discrepancies of the Goods which are found upon unpacking the Containers, the Containers may be opened and the contents thereof delivered in accordance with the brands, marks, numbers, sizes or types of packages or release.

rks on the face of this Wayoll.

gnee request to deliver the Goods with presenting this Waybill, the ill liabilities of the shipper under the Waybill. The benefit of the this Waybill shall be transferred to the Consignee or other person

17. CARRIER'S TARIFF

The provisions of the Carrier's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Waybill and the applicable Tariff, this Waybill shall prevail. 18. FREIGHT AND CHARGE

18. FREIGHT AND CHARGE (1)The freight and other charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event, whether the freight shall be stated to be prepaid or be collected at the destination. (2)The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars are found by the Carrier to be incorrect, the Merchant shall pay the Carrier the correct Charges and the costs incurred by the Carrier in

nlars. ss shall be paid without any set off, counter claim, deduction the vessel or other means of transport or the Goods be lost or age shall be broken up or frustrated or abandoned, dues, duties, taxes and charges that may be levied on any eight, weight of the Goods or tonnage of the carrying vessel

ans of transport.

If fines and losses which the Carrier may incur from the Merchant's failure did or in part on the vessel or other means of transport from any cause: Merchant shall be responsible for, consignee, owner of the Goods and holder of this Waybill shall be jointly able to the Carrier for the payment of all freight and charges and for the 'their respective obligations hereunder.

it metr respective obligations hereunder.

ng, balling, repairs or replacement of packages resulting from insufficiency
from excepted perils, and expenses incurred in fumigating, protecting,
aining possession of or otherwise made for the benefit of the Goods shall be

paid or assured payment of by the Merchant.

19. LIABILITY OF THE CARRIER FOR LOSS OR DAMAGE

(1)The Carrier shall be liable for loss of or damage to the Goods occurring between the place of receipt and the place of delivery, unless such loss, damage or delay in delivery

signal and place of deriverly, times some toos, damage of dealy in derivery by:
gful act or omission of the Merchant;
ence with the instructions of the Person entitled to give them;
vice or nature of the Goods;
ency of packing or inadequacy of marks;
the Container used to consolidate the Goods if supplied by the Merchant;
, loading, stowage into or discharge from the Container by the Merchant;
, loading, stowage into or discharge from the Container by the Merchant;
like operations, riots, civil commotions and strikes or lockoust or stoppage or labor from whatever cause, whether partial or general; or
e or event which the Carrier could not avoid and the consequence whereof the
ld not prevent by the exercise of due diligence.
ge of the Carriage during which the loss or damage occurred is known,
unding anything provided for otherwise herein, the liability of the Carrier shall
ed by the provisions contained in any international convention or compulsory v.

national law.

(3)If it can be proved that the loss or damage occurred during inland carriage while the Goods were in custody of an Actual Carrier, the liability of the Carrier and the limitation thereof shall be determined in accordance with the Actual Carrier's contract of the Carriage or traiff, or where such contract or tariff does not exist, the limit shall be as set out in Clause 20 excluding (7) hereunder.

(4)If it cannot be proved where the loss or damage occurred, the loss or damage shall be deemed to have occurred in the course of the Carriage by sea and the Carrier shall be liable to the extent prescribed by the Act or applicable Hague Rules Legislation, as the case may be, as provided for in Clause 3 hereof.

20. LIMIT OF LIABILITY

(1)The Carrier shall in ne event, except providing that the loss or damage occurred during the contract of the provided for inclause 3 hereof.

W. LIMIT OF LIABILITY I)The Carrier shall in no event, except providing that the loss or damage occurred during the Carriage by air, be or become liable for any loss of or damage, whatsoever and owsoever arising, to the Goods in an amount exceeding the equivalent of 666.67 SDR or package or unit or 2 SDR per kilogram of gross weight of the Goods lost or damaged,

ckage or unit or 2 SDR per kilogram of gross weight of the Gooda toos of admage to the very is the higher.

In the Carrier is liable for compensation in respect of any loss of or damage to the set, compensation by the Carrier shall be calculated by reference to the Merchant's we value of the Goods plus freight, charges and insurance premium if paid, unless the of the Goods has been declared by the Marchant and has been stated in this Waybill. Special arrangement agreed by the Carrier, the Carrier shall accept alternative limits vilid in excess of the limit set out these conditions if the Merchant agrees to pay and aid Carrier's additional charges for accepting such increased liability limits. In that such alternative limits as agreed shall be substituted for the limits laid down in e 20(2) of these conditions. Detail of the Merchant's additional charges will be led unon request.

provided upon request.

(4)The amounts mentioned in Paragraph (1) above shall be converted into national currency on the basis of the value of that currency on a date to be determined by the law of the court seized of the case.

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

considered as one package for the purpose of application or the Carrier's limitation or liability.

(6)In no event shall the Carrier be liable for delay in delivery, any direct, indirect or loss of profit or consequential loss or damage. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the Carriage.

(7)If it is proved that the loss or damage occurred during the Carriage by air, this Waybill shall have effect subject to the provisions of the Convention for the Unification of Certain Rules relating for International Carriage by Air signed at Montreal, May 28th 1999, and the liability of the Carrier in the case of destruction, loss, damage or delay of the Goods is limited to a sum of 19 SDR per kilogram of the gross weight of the Goods unless other Conventions or laws are compulsorily applicable.

21. SUB-CONTRACTING AND INDEMNITY

(1)The Carrier shall be entitled to sub-contract the Carriage on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods, including liberty to further sub-contract.

ther sub-contract.

The Merchant undertakes that no claim or allegation shall be made against any servant, ent, Sub-Contractor or other Person of the Carrier which imposes or attempts to impose on any of them or any vessel owned by any of the many liability whatsoever in mnection with the Goods. If any such claim or allegation should nevertheless be made, or Merchant shall indemnify the Carrier against all consequences thereof. Without ejudice to the foregoing, every such servant, agent, the Sub-Contractor and other Person all have the benefit of all provisions herein for the benefit of the Carrier as if such ovisions were expressly for their benefit and in entering into this contract, the Carrier, to extent of those provisions, does so not only on his own behalf, but also as agent and siee for such servant, agents, the Sub-Contractor and other Person.

The aggregate of the amounts recoverable from the Carrier and such servant, agent, b-Contractor or other Person and their servant and agent shall in no case exceed the nits provided herein.

limits provided herein.

22. NOTICE OF CLAIM

Unless notice of loss of or damage to the Goods, indicating the general nature of such loss or damage shall be given in writing to the Carrier or to his agent at the place of delivery before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereof under this Waybill, or if the loss or damage is not apparent, within seven consecutive days after removal, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Waybill.

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

24. LIEN
The Carrier shall have a lien on the Goods and any documents relating thereto, for all amount due at any time to the Carrier from the Merchant under this Waybill and any other contracts and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any responsibilities for the Merchant. The Carrier shall be entitled to ense and without any responsibilities for the Merchant. The Carrier shall be enti-over the deficit from the Merchant against the amount due and the cost incurred

MERCHANT (1)The Merchant warrants to the Carrier that the particulars relating to the Goods as set out the face hereof have been checked by the Merchant on receipt of this Waybill and that such particulars and any other particulars furnished by or on behalf of the Merchant are

such particulars and any other particulars furnished by or on behalf of the Merchant are orrect.

2) The Merchant shall indemnify Carrier in respect of all loss, damage and expenses rising or resulting from inaccuracies in or inadequacy of such particulars or failure to omply, or by reason of any illegal, incorrect or insufficient marking, numbering or didressing of the Goods.

the Carrier to such indemnity shall in no way limit his responsibility and liability under its Waybill to all the Person coming within the definition of the Merchant.

Silf the Container has not been packed or stowed by the Carrier, this Waybill shall be a cecipt only for the Container and the Carrier shall not be liable for any loss of or damage its contents and the Merchant shall indemnify the Carrier against any injury, loss, unage, liability or expense, if such loss, damage, liability or expense has been caused by: 0 the manurer in which the Container has been filled, packed, sutried or sealed; 0)the unsuitability or defective condition of the Container which would have been paparent upon reasonable inspection by the Merchant at or prior to the time the Container as filled, packed, stowed.

upon reasonable inspection by the intercuant at or parts to the substitute of the packed, stowed.

Ontainer is delivered by the Carrier with seals intact, such delivery shall be still and complete performance of the Carrier's obligation hereunder and the all not be liable for any loss of or damage to the contents of the Container, erchant shall inspect any Container before packing the contents into the and the use of the Container shall be prima facie evidence of the Container and the use of the Container and the use of the Container and and suitable for use, however the Carrier has the right to inspect the Goods or tany time and anywhere without the Merchant's agreement.

chage at any time and anywhere without the Merchant's agreement.

CARRIER'S CONTAINER

The Merchant shall has full responsibility for and shall indemnify the Carrier against yels of ord amage to any Container or other equipment furnished or arranged by the rirer for the Merchant which occurs during in the possession or control of the Merchan agent or its inland carrier engaged by or on behalf of the Merchant. In no event the Carrier shall has full responsibility for and the Merchant shall emnify and hold harmless the Carrier from and against any loss of or damage to the perty of any other Person or any injury to or death of any other Person caused by any ntainer or other equipment furnished or arranged by the Carrier or by contents of the nationer during handling by or during in the possession or control of the Merchant, its not or its inland carrier engaged by or on behalf of the Merchant. If any Container furnished or arranged by the Carrier is unpacked at the Merchant shall has full responsibility for returning the empty container, wireiror brushed and cleaned, to the point or place designated by the Carrier within the prescribed.

prescribed.

Container should not be returned within the time prescribed by the Carrier, the hant shall be liable for any detention charge, loss or expenses which may incur from

such return delay.

27. GENERAL AVERAGE AND NEW JASON CLAUSE

(1)The Merchant shall admit that General Average may be declared during the course of or in respect of the carriage of the Goods by sea and shall in such a case undertake to make, for settlement of the General Average, such contribution due from the Goods as is determined in accordance with the York-Antwerp Rules of 1994 or any modification thereof, and any other rules, laws and usage of the port or place of the adjustment as may be stated in the ocean Bill of Lading issued for the Goods.

(2)If the Carrier delivers the Goods without obtaining security for consections.

ch cash deposits of the shall require shall require shall require go or disaster before or after the commencement whatsoever, whether due to negligence or not, for the Carrier is not responsible, by statute, contract ignees or owners of the Goods shall contribute an avenuent of any sacrifices, losses or expenses of

pect of the Goods, wined or operated by the Carrier, salvage shall be paid for as fully as ip or ships belonged to strangers. Such deposit as the Carrier or his cient to cover the estimated contribution of the Goods and any trges thereon shall, if required, be made by the Goods, Shippers, of the Goods to the Carrier before delivery.

8. BOTH-TO-BLAME COLLISION

8. BOTH-TO-BLAME COLLISION

The Vessel comes into collision with another ship as a result of the negligence of the ther ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods arried hereunder will indemnify the Carrier against all loss or liability to the other or non-arrying ship or her Owners in so far as such loss or liability represents loss of, or damage, or any claim whatsoever of the owners of said the Goods, paid or payable by the other rono-carrying ship or her Owners to the owners of said the Goods and set-off, recouped recovered by the other or non-carrying ship or her Owners to the owners of said the special lass apply where the owners, operators or those in charge of any ship or ships or objects other than, or in diffusion to, the colliding ships or objects are at fault in respect of a collision or contact.

9. U.S.A. CLAUSE

addition to, the colliding ships or objects are at mut in respect to the Carlost SQ, U.S.A. CLAUSE
(1)In case this Waybill covers the Goods Carriage to or from the U.S.A., it shall be subject to the Carriage of the Goods by Sea Act, 1936 of the U.S. A(U.S.COGSA) of which terms shall be deemed to be incorporated herein and shall govern throughout the entire time during which the Goods are in the custody of the Carrier. (2)If U.S.COGSA applies, the liability of the Carrier shall not exceed U.SS500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face of this Waybill, in which case Clauses 14, 19 and 20 shall apply.