

Non-negotiable sea waybills

NOTICE TO SHIPPERS

It has been agreed that your cargo will move on our vessels against Sea Waybills instead of Negotiable Bills of Lading. You therefore agree to the following conditions:

- 1. Cargo carried under the Sea Waybill will be released to the party named as "Consignee" on the Sea Waybill upon proof of identification. Release will not be made upon presentation of the relevant Sea Waybill.
- 2. Unless Shippers formally notify MSC of any objections within five (5) business days of this notice, this notice shall be considered a formal understanding between MSC and the Shippers which shall apply to the Sea Waybill which was requested.
- 3. "Shippers", for the purpose of this notice and the Sea Waybill, include agents who are booking the underlying shipment on behalf of the Shipper of record listed on the Sea Waybill.
- 4. Upon receipt of the Sea Waybill by the Shippers, the terms and conditions of the MSC Sea Waybill are agreed by the Shipper.
- 5. The Shippers shall remain a final responsible party for the settlement of all sums due to MSC, including Freight and other charges, despite any legal duties that might exist between the Consignee and MSC concerning the same
- 6. After the Sea Waybill is issued, the Shippers agree to follow and comply with MSC's then-current procedures, including without limitation procedures requiring a Letter of Indemnity in the event of a lost Sea Waybill, or instructions concerning delivery to a party other than the consignee listed on the Sea Waybill.
- 7. Unless the Shippers have exercised the option under #8 below, the Shippers shall be the only parties entitled to give instructions in relation to the contract of carriage.
- 8. The Shippers shall have the option to irrevocably renounce any right to vary the identity of the Consignee while the cargo underlying the Sea Waybill is in transit. Should this option be exercised, the Shippers undertake to indemnify MSC, their agents, servants, subcontractors and Owners of the carrying vessels against all liabilities, losses, costs and expenses arising from mis-delivery of the cargo, if arising from such renunciation.

MSC MEDITERRANEAN SHIPPING COMPANY

msc.com

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See website for large version	n of the reverse Ver página Web pa	ra términos y condiciones Смотрите	веб-сайт для ознак	омления с условиями и поло	жениями 提单的条款和条件详证	背见网站 www.msc.com
MEDITE MEDITE	RRANEAN SHIPPING	COMPANY S.A.				4 "Port-to-Port" or "Combined Transport" (see Clause 1)
SC Website: ww	w.msc.com	SCAC Code : MSCU	NO. & SEQUENCE O	OF SEA WAYBILLS Of Zero	NO. OF RIDER PAGES	
SHIPPER: EAST PENN MANUFACTURING 50 JEFFERSON ST TOPTON PA 1 UNITED STATES	9562	REF #: C2001574279 CONTACT: AMBER FOUST PHONE: 16106823200 EMAIL:DCEXPORT@DEKABATTERI ES.COM	FORWARDING AGE DHL GLOBAL FORWA 7915 N. HALE AVE, SU		ATES REF #: C2001574279	9
CONSIGNEE: CATERPILLAR INDIA PRIVATE LIII MACHINES IDVISION, MELNALLA EMAILSRINIVASAN PARASURAI IEC+0400023067 PARASURAI	THUR TIRUVALLUR TN 602004 INDIA	CONTACT: PARASURAMAN SRINIVASAN PHONE: +914439968875 GOVERNMENT REFERENCE NUMBER: GST+33AABCC4615K1ZW	LLOYDS/IMO NUMBER: 93028	S ENDORSEMENTS: (Include Age 21 ES & CONTAINER DEMURRAGE CHARGES PAY	,	
Clause 20) CATERPILLAR INDIA PRIVATE LIN	bility shall attach to the Carrier or to his A IITED IHUR TIRUVALLUR TN 602004 INDIA IAN@CAT.COM	gent for failure to notify - see CONTACT: PARASURAMAN SRINIVASAN PHONE: +914439968875 GOVERNMENT REFERENCE NUMBER: GST+33AABCC4615K1ZW				
VESSEL & VOYAGE NO. (see C GUNVOR MAERSK - 048W	,	PORT OF LOADING NEW YORK, NY		PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
OOKING REF. SERVICE CONTRACT NUMBER 16-300GAC		PORT OF DISCHARGE CHENNAI, INDIA		PLACE OF DELIVERY : (Combined Transport ONLY - see Clauses 1 & 5.2) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		

PARTI CULARS FURNI	SHED BY THE SHIPPER-NOT CHECKED BY CARRIER - CARRIER NO	T RESPONSIBLE - See	e Clause 14
Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached See Workfill Dider norge(s) if applicable)	Gross Cargo Weight	Measurement
Numbers and marks	(Continued on attached Sea Waybill Rider page(s), if applicable) PLEASE SEE ATTACHED RIDER PAGE(S) FOR DESCRIPTION OF PACKAGES AND GOODS		
	TELACE GEL ATTAGEED RIBERT AGE(G) FOR DEGOTAL TION OF TAGRADED AND GOODS		
above commodities, technology or software were	exported from the USA, the export administration regulations must be complied with by the Merchant. Diversion, contrary to US law is prohibit	ed.	

FREIGHT & CHARGES Cargo shall not be delivered	d unless	Freight &	charges are paid (see	Clause 1	16).		RECEIVED by the Carrier from the Shipper in apparent good order and condition unless		
			PAYABLE AT				otherwise stated herein the total number or quantity of containers or other packages or units indicated in box entitled "Carrier's Receipt" for carriage subject to all the term hereof from the		
FREIGHT AND CHARGES	BASIS	RATE	POL		POD	ELSEWHERE	Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever		
OCEAN FREIGHT	1.00	725.00		USD	725.00		is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS		
TERMINAL HANDLING CHARGES	1.00	6.726.00		INR	6,726.00		AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF GOODS AND THE MERCHANT. AND WARRANTS HE HAS AUTHORITY TO DO		
QUARTELY BUNKER RECOVERY CHARG	1.00	161.00		USD	161.00		SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE		
CONTAINER FACILITY CHARGE	1.00	11.00		USD	11.00		INCORPORATED ON THIS AND ON THE REVERSE SIDE AND TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.		
							Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to		
							the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will made, after payment of any outstanding Freight and changes, only		
							on provision of proper proof of identity and of authorization at the Port of Discharge or Place of		
							Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.		
							IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.		
				INR	6,726.00		-		
				USD	897.00				
DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3)			CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1)			vd by Carrier -	SIGNED By MSC (USA) Inc. as Agent on behalf of the Carrier MSC Mediterranean Shipping Company S.A.		
XXXXXXXXXXXXXX			1 cntr						
PLACE AND DATE OF ISSUE			SHIPPED ON BOARD DATE						
CHICAGO -									



MEDITERRANEAN SHIPPING COMPANY S.A.

Sea Waybill U.S. Edition - 01/2017

Website: www.msc.com

SCAC Code : MSCU

SEA WAYBILL No. RIDER PAGE

MEDUA8320684

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CONTI NUATI ON OF PARTI CULARS FURNI SHED BY THE SHI PPER - NOT CHECKED BY CARRI ER - CARRI ER NOT RESPONSI BLE (see Clause 14) Container Numbers, Seal Description of Packages and Goods							
Numbers and Marks	(Continued on further Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement				
DU2726490							
DRY VAN							
EAL NUMBER:							
79410							
	4 BOX(ES) OF (PALLET) UN2794, BATTERIES, WET,	3,432.000 KGS.	5.814 CU.				
	FILLED WITH ACID, CLASS 8						
	CONTAINING 288 BATTERIES OVERPACKED EMS-F-A, S-B.						
	NEW BATTERIES (8546 KGS)						
	CHEMTREC EMERGENCY NUMBER						
	US 1-800-424-9300/ OUTSIDE US 1-703-527-3887.						
	CCN# 7283						
	HS CODE:850710						
	T0-E1303						
	GROSS WEIGHT -3432 NET WEIGHT- 3368						
	FREIGHT COLLECT (4 PALLET(S) - 3368.000 KGS.)SUBSTANCE						
	(4 PALLET(S) - 3398,000 KGS. [SUBSTANCE NAME(PROPER SHIPPING NAME): BATTERIES WET FILLED WITH ACID NA CLASS: 8 LABEL/SUBRISK:						
	CORROSIVE/- UN#: UN2794 EMERGENCY PHONE: 17035273887						
	X20201125533741						
	TERMINAL HANDLING CHARGES AND CONTAINER DEMURRAGE CHARGES PAYABLE AS PER LINE'S TARIFF.						
	SHIPPER'S LOAD, STOW, AND COUNT						
	THESE COMMODITIES, TECHNOLOGY, OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.						
	TOTAL NUMBER OF PACKAGES: 4	TOTAL: 3,432.000 KGS.					
	TOTAL NOWIDER OF PAGRAGES. 4	101AL. 5,432.000 NGC.	5.814 cu. n				
ACE AND DATE OF ISSUE							