

**MEDITERRANEAN SHIPPING COMPANY S.A.**12-14, chemin Rieu - CH -1208 GENEVA, Switzerland  
website: www.msc.com**SEA WAYBILL No.****MEDUHZ061621****NOT NEGOTIABLE - COPY**

"Port-To-Port" or "Combined Transport"(see Clause 1)

NO.&amp; SEQUENCE OF SEA WAYBILLS

NO. OF RIDER PAGES

1 One

**SHIPPER:**

**Stora Enso Anjalankoski Oy**  
**Anjala Mill**  
**FI-46900 Inkeroinen**  
**VAT:FI08562104**

CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)  
 SHIPPER'S LOAD, STOW AND COUNT;FCL/FCL;SAID TO CONTAIN

This carriage is subject to the MSC Sea Waybill or Bill of Lading Terms and Conditions found at the back of this document as well as to the MSC Agency Terms and Conditions available at [www.msc.com/en/carrier-terms](http://www.msc.com/en/carrier-terms) which are incorporated by reference.

**CONSIGNEE:**  
**GRAPHOPRINT-TEL YITZHAK**  
**(HAARETZ GROUP LTD)**  
**Kibbutz Tel-Yitzhak, 45805**

TEL:972-3-5121212  
VAT: 510719842

Lloyds/IMO Number: 9242625  
 A SIGNIFICANT EQUIPMENT IMBALANCE SURCHARGE PAYABLE AT DESTINATION APPLIES TO EACH CONTAINER CARRIED UNDER THIS CONTRACT OF CARRIAGE, IN ADDITION TO THE FREIGHT AND OTHER CHARGES. CONTACT YOUR MSC AGENT OR SEE WWW.MSC.COM FOR THE AMOUNT.

DUE TO DANGER OF CONFISCATION, WARRANTED VESSEL IS NOT TO CALL AT PORTS AND NOT TO ENTER THE [Continued in the Description section]

**NOTIFY PARTIES :** (No responsibility shall attach to Carrier or to his Agent for failure to notify - see Clause 20)

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**(HAARETZ GROUP LTD)**  
**Kibbutz Tel-Yitzhak, 45805**

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PORT OF DISCHARGE AGENT:  
**MSC (Israel) Ltd. 157, Yaffo Street 34004**  
**Haifa, 31339**  
 Phone : +972 4 854 9000 / Fax : +972 4 851 0161  
 Email:infohaifa@mscisr.com



**VESSEL AND VOYAGE NO** (see Clause 8 & 9)  
**MSC VANQUISH II - BB528R**

PORT OF LOADING  
**Kotka**PLACE OF RECEIPT: (Combined Transport ONLY - see Clause 1 & 5.2)  
**XXXXXXXXXXXXXXXXXX**

**BOOKING REF.** (or) **SHIPPER'S REF.**  
**112IFI0011288** **XXXXXXXXXXXXXXXXXX**

PORT OF DISCHARGE  
**Haifa, Israel**PLACE OF DELIVERY: (Combined Transport ONLY - see Clause 1 & 5.2)  
**XXXXXXXXXXXXXXXXXX****PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE** (see Clause 14)

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Bill of Lading Rider pages(s), if applicable)	Gross Cargo Weight	Measurement
	<p>continued from Carrier's Agent Endorsements</p> <p>TERRITORIAL WATERS OF SYRIA, LEBANON, IRAQ, SUDAN OR LIBYA FROM THE MOMENT THE CONTAINERS UNDER THE ABOVE MENTIONED CONTRACT OF CARRIAGE ARE LOADED IN THE PORT OF LOADING UNTIL THE SAID CONTAINERS ARE UNLOADED AT THE CONTRACTUAL PORT OF DISCHARGE, EXCEPT FOR DEVIATION ALLOWED UNDER ARTICLE 4.4 OF THE HAGUE/HAGUE-VISBY RULES OR IF IN DISTRESS OR SUBJECT TO FORCE MAJEURE.</p> <p>Please see attached RIDER for Container / Cargo Description(s).</p> <p>2 x 40' HIGH CUBE</p> <p>Total Items : 52    Total Gross Weight : 50076.000 Kgs.</p>		

FREIGHT &amp; CHARGES Cargo shall not be delivered unless Freight &amp; Charges are paid(see Clause 16)

**AS PER AGREEMENT**

RECEIVED by the Carrier from the Shipper in apparent good order and condition unless 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 Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS 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 SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS SIDE 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 charges, 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.

**DECLARED VALUE** (Only applicable if Ad Valorem charges paid - see Clause 7.3)  
**XXXXXXXXXXXXXXXXXX**

**CARRIER'S RECEIPT** (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1)

**2 cntrs**

SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A.  
 by MSC Finland Oy As Agent

**PLACE AND DATE OF ISSUE**

MSC Helsinki  
 25-Jul-2025

SHIPPED ON BOARD DATE

24-Jul-2025



MEDITERRANEAN SHIPPING COMPANY S.A.

12-14, chemin Rieu - CH -1208 GENEVA, Switzerland

website: www.msc.com

SEA WAYBILL No.

MEDUHZ061621

RIDER PAGE

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## CONTINUATION PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE (see Clause 14)

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Bill of Ladino Rider pages(s), if applicable)	Gross Cargo Weight	Measurement
BMOU6770736 40' HIGH CUBE  Seal Number: 356806 Tare Weight: 3.850 kgs. Marks and Numbers: StellaPress H Graphoprint Mira Nof Agencies 250176 ANIL-500001 001 ANIL-500001 002 MSMU4283179 40' HIGH CUBE  Seal Number: 356814 Tare Weight: 3.840 kgs. Marks and Numbers: StellaPress H Graphoprint Mira Nof Agencies 250176 ANIL-500001 001 ANIL-500001 002	28 REEL(S) StellaPressH HS Code- 48102200 Shipper's reference number: 500000390611   24 REEL(S) StellaPressH HS Code- 48102200   FREIGHT PREPAID 21 DAYS FREE DEMURRAGE AT PORT OF DISCHARGE	24,892.000 kgs.	27.020 cu. m.
		25,184.000 kgs.	27.660 cu. m.
		Total : 50,076.000 kgs.	54.680 cu. m.

PLACE AND DATE OF ISSUE

MSC Helsinki

25-Jul-2025

SHIPPED ON BOARD DATE

24-Jul-2025

SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A.  
by MSC Finland Oy As Agent

**TERMS AND CONDITIONS**

The terms and conditions shall apply in this Sea Waybill.

Carrier means MSC Mediterranean Shipping Company S.A.

COGSA means the U.S. Carriage of Goods by Sea Act, 1936.

**Combined Transport:** arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage and Inland Transport.

**Container:** includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any connected or accessory equipment.

**Freight:** includes the freight and all charges, costs and expenses whatever payable to the Carrier in accordance with the Hague Rules and Tariff, including port, demurrage, per diem and demurrage.

**Goods:** includes any cargo, and/or any part of the cargo carried under this Sea Waybill, including any packing or packaging materials and Merchant owned or leased Containers.

**Hague Rules:** means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 with the express exclusion of Article 9.

**Hague-Visby Rules:** means the provisions of The Hague Rules 1924 as Amended by the Protocol adopted at Brussels on 23 February 1966, and 21st December 1979 (SDR Protocol) where applicable. Notwithstanding anything to the contrary herein it is expressly agreed that nothing herein shall contractually apply the Hague-Visby Rules to this Sea Waybill and they shall apply only where compulsorily applicable by the law governing this Sea Waybill.

**Inland Transport:** means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge.

**Merchant:** includes the Shipper, Consignee, holder of this Sea Waybill, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods or of this Sea Waybill or anyone acting on behalf of this Person.

**Person:** includes an individual, corporation, company or any other legal entity.

**Place of Delivery:** means the place at which the Carrier has contracted to deliver the Goods, when such place is other than the Port of Discharge.

**Place of Receipt:** means the place at which the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.

**Pomerene Act:** means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 or any amendments thereto.

**Port-to-Port carriage:** means carriage between the Port of Loading and the Port of Discharge.

**Subcontractor:** includes any lessor, lessee, bailee, bailee or bailee-in-rent, charterers and charterers-in-rent and all other time operators, warehousemen and any independent contractors employed by the Carrier performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

**Vessel:** includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilized by the Carrier for carriage by sea.

## 2. CONTRACTING PARTIES AND WARRANTY

The contract evidenced by this Sea Waybill is between the Carrier and the Shipper. The Shipper is the only party entitled to give instructions to the Carrier to contract or change undertakings to provide for the Merchant and in accordance with the Consignee with a legible copy of all the Terms and Conditions contained in this Sea Waybill.

Every Person defined as Merchant is jointly and severally liable towards the Carrier for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Sea Waybill and to pay the Freight due under it without deduction or set-off. The Shipper warrants that in agreeing to the terms and conditions this Sea Waybill, he is the owner of the Goods or he does so with the authority of the owner of the Goods, or of the Person entitled to the possession of the Goods or of this Sea Waybill, or of the Merchant.

## 3. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Sea Waybill. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, per diem, storage and legal fees, etc. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff. In the case of any conflict or inconsistency between this Sea Waybill and the applicable Tariff, it is agreed that this Sea Waybill shall prevail.

## 4. SUBCONTRACTING AND INDEMNITY

4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including the delivery of the Goods.

4.2 The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any Vessel owned or chartered by any of them liability whatsoever in connection with the Goods or the carriage of the Goods whether or not arising out of negligence on the part of such Person. If any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Subcontractor shall have the benefit of all terms and conditions of whatsoever nature contained herein or otherwise benefiting the Carrier under the Sea Waybill if it is found to be in conflict with the terms and conditions contained in this contract.

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 or 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 or any Person which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the carriage of the Goods other than in accordance with the terms and conditions of this Sea Waybill, whether or not arising out of negligence or misconduct on the part of the Carrier. 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 carriage - If carriage under this Sea Waybill is Port-to-Port:

(a) The period of responsibility of the Carrier for any loss or damage to the Goods shall commence only at the time when the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.

This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague-Visby Rules compulsorily applicable in which case the said Hague or Hague-Visby Rules will apply to this Sea Waybill only to the extent that they are compulsorily applicable.

(b) Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, custom, practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, bailment, tort, or otherwise, the period of responsibility shall be limited to the period before loading, or the period after discharge, included for delivery, when the Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea.

5.2 Combined Transport - The Carrier's liability for Combined Transport shall be as follows:

5.2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is in accordance with clause 5.1 above.

5.2.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined: (a) if the period of responsibility of the Carrier for any loss or damage to the Goods shall commence only at the time when the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel;

(b) where no international convention, national law or regulation would have been compulsorily applicable, in the contract of carriage issued by the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and incorporate by reference, it being agreed that the Carrier's rights and liabilities shall be the same as those of the Subcontractor carrier, but subject to the terms and conditions of the Subcontractor's carrier.

(c) if the court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss or damage complained of occurred during the Port-to-Port section of carriage as provided at 5.1 above, but in no event whatsoever shall the Carrier's liability exceed GBP 100 thousand legal tender per tonne.

(d) if the court of law or damage cannot be established by the Merchant, then the loss or damage shall be presumed to have occurred during the Port-to-Port section of carriage and the Carrier's liability shall be determined as provided at 5.1 above.

5.2.3 Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Sea Waybill is done under the Merchant's own responsibility, time, risk and expense and the Carrier acts as agent only for the Merchant.

5.3 Delivery to Customs or Port Authorities - Where any law or regulation applicable at the Port of Discharge or Place of Delivery or to whom the Goods shall be delivered by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall not be liable for any loss or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.

5.4 Notwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or of any similar provision of legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.

6. U.S. TRADE CLAUSES

6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the COGSA and to the provisions of the Pomerene Act regardless of whether said Act would apply of its own force. The provisions of the COGSA as incorporated herein and save as otherwise provided herein shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Subcontractors, including cargo held in trust, until the time the Carrier is entitled to payment for the Goods, or until the time the Carrier is entitled to payment for the goods, or until payment is disclosed on the front hereof.

6.2 For limitation purposes under the COGSA, it is agreed that the meaning of the word package shall be any palletized or unattended assemblage of cartons which has been palletized and/or unitised for the convenience of the Merchant, regardless of whether said payment is disclosed on the front hereof.

7.1 Subject always to the Carrier's right to limit liability, compensation 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 invoice value of the Goods, plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the market value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The market value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same quality.

7.2 Save as is provided in clause 7.3.

7.2.1 (a) If and to the extent the Hague Rules or Hague-Visby Rules, are compulsorily applicable to this Sea Waybill by virtue of clauses 5.1, 5.2.1 or 5.2.2 (or (d) or otherwise), the Carrier's liability for losses or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable.

(b) If and to the extent the Hague Rules apply only contractually pursuant to clause 5, the Carrier's maximum liability for loss or damage to the Goods shall be the sum of the declared value per package or unit.

7.2.2 The COGSA applies by virtue of clause 6, neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding US\$5500 per package or per customary freight unit.

7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation than that provided for in this Sea Waybill may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Carrier in the box marked Declared Value on the front of this Sea Waybill and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Sea Waybill. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.

7.4 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability imposed by any applicable laws, statutes or regulations of any country in which it would have been applied, in the event of the carriage of the Goods under this Sea Waybill. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel.

7.5 When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

## 8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

The scope of voyage herein contracted for may not include usual or customary or advertised ports of call or destination, and the Carrier shall not be liable for any delay or damage resulting from failure to call at any of the ports of call, including but not limited to off-dock stops. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. Advertised sailings and arrivals are only estimated times, and such schedules may be delayed, advanced or cancelled without notice. In no event shall the Carrier be liable for consequential damages or for any delay in scheduled departures or arrivals of Vessels or other conveyances used to transport the Goods by sea or otherwise. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such delayed delay, such liability shall in no event exceed the Freight paid by the Carrier.

## 9. METHOD AND ROUTES OF CARRIAGE

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

- (a) use any means of transport or storage whatever;
- (b) tranship the Goods from one conveyance to another including transhipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatever, even though transhipment or forwarding of the Goods by such means may not have been contemplated or provided for by the Carrier;
- (c) sail without pilots, proceed via any route (whether or not the nearest) or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading) herein provided 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;
- (d) load and unload the Goods at any place or port (whether or not such port is named on the front hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place, including but not limited to the Port of Loading and/or the Port of Discharge; and
- (e) comply with any orders or recommendations given by any government or authority or any Person or body purporting to act as or on behalf of such government or authority or having under the terms of the insurance or any employment made by the Carrier the right to give orders or directions.

9.2 The liberties set out in clause 9.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any Person(s), undergoing repairs or drydocking, towage or lifting of the Vessel, or any other service or work performed on the Vessel.

9.3 The liberties set out in clause 9.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any Person(s), undergoing repairs or drydocking, towage or lifting of the Vessel, or any other service or work performed on the Vessel.

## 10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION

10.1 Notice - of loss or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three (3) days of delivery to the Merchant or its claims. Claims shall be submitted in writing addressed by the Merchant to the Carrier's agent at the Port of Discharge.

10.2 The Merchant shall be liable to pay the Freight for the carriage of the Goods if the claim is not received within one (1) year after delivery of the Goods or the date that the Goods should have been delivered for claims related to loss or damage during the Port to Port carriage, and for claims related to loss or damage during Inland Transport the shorter of nine (9) months or any time limit provided for by any applicable international convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b).

10.3 Jurisdiction - It is hereby specifically agreed that any suit by the Merchant and save as additionally provided below any suit by the Carrier, shall be filed exclusively in the High Court of London or English Law shall apply, unless otherwise agreed, and all proceedings shall be had in England and Wales.

10.4 The Merchant shall be liable to pay the Freight for the carriage of the Goods if the claim is not received within one (1) year after delivery of the Goods or the date that the Goods should have been delivered for claims related to loss or damage during the Port to Port carriage, and for claims related to loss or damage during Inland Transport the shorter of nine (9) months or any time limit provided for by any applicable international convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b).

10.5 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and however arising caused by one or more of the matters referred to in clause 11.2, including but not limited to damage to Container, cargo and the Vessel.

## 11. MERCHANT PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier:

11.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's or the Container shall be prima facie evidence of its being sound and suitable for use.

11.2 The Carrier shall not be liable for loss or damage to the Goods caused by:

- (a) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or
- (b) the unsuitability or defective carriage of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed,
- (c) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before loading onto the Vessel;
- (d) packing refrigerated Goods which are not packed in original or original sealed containers as affixed by the Merchant or customs or security control intact, or the Carrier can establish bona fide circumstances in which the original seal was replaced, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.

11.3 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and however arising caused by one or more of the matters referred to in clause 11.2, including but not limited to damage to Container, cargo and the Vessel.

## 12. SPECIAL CONTAINERS WITH REFRIGERATION, HEATING OR INSULATION

12.1 Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Sea Waybill, the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsius from the noted temperature, and the Carrier shall exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius while the Goods are in its possession. IT IS THE CARRIER'S OBLIGATION TO MAKE A SATISFACTORIE CHECK ON THE TEMPERATURE LEVEL OF THE CONTAINER AND TO TAKE THE NECESSARY MEASURES TO PROTECT THE CONTAINER FROM OVERHEATING OR OVERCOOLING.

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

12.3 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and however arising caused by one or more of the matters referred to in clause 11.2, including but not limited to damage to Container, cargo and the Vessel.

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

13. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES

13.1 Inspections of the Goods and special circumstances - If the Carrier is unable to inspect the Goods on the front hereof have been checked by the Merchant or the Carrier has no access to the front of this Sea Waybill, the Merchant shall declare the Goods as set out on the front hereof and the Carrier shall make a reasonable effort to inspect the Goods, including reasonable legal expenses and costs.

13.2 The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by the Merchant or the Carrier has no access to the front of this Sea Waybill and that such particulars are adequate and correct. The Merchant warrants that the Goods are safely and securely packed in the Container.

13.4 The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage.

14.3 The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by the Merchant or the Carrier has no access to the front of this Sea Waybill and that such particulars are adequate and correct. The Merchant agrees that such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Sea Waybill, and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including reasonable legal expenses and costs.

14.6 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shipping and taxation laws, rules and regulations, including reasonable legal expenses and costs.

14.7 If and to the extent of any credit, hire or import license and/or sales contract and/or invoice or order issued and/or confirmed by the Carrier in respect of the carriage of the Goods, including reasonable legal expenses and costs.

14.7 If by order of the authorities at any place, Goods are detained and/or seized or/and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of opening, unpacking, inspection, repacking, detention, destruction or delay. The Carrier shall be entitled to recover the cost of the Merchant's all charges, fines, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

14.8 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local MSC agent at the Port of Loading and Discharge. Free time commences from the time of arrival of the Vessel at the Port of Loading and ends when the last Container is released from the Vessel or delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per diem and detention charges will be levied and payable by the Merchant thereafter in accordance with the Tariff.

## 14.9 The Merchant shall redeliver, to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.1 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.2 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.3 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.4 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.5 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.6 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.7 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.8 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.9 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.10 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

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14.9.13 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.14 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.15 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.16 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.17 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.18 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.19 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.20 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.21 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.22 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

14.9.23 The Merchant shall redeliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and/or replaced by the Merchant or the Carrier.

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