



## Invoice

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11 July 2025

ICI No.: 5100-G-INV-48988466  
 Invoice No.: CH4798647

**Seller** COM 5100

IKEA Supply AG

Grüssenweg 15  
4133 Prattein

SWITZERLAND

Tax Reg. No.: CHE106816182MWST (Country: CH)

**Buyer** COM 7023

Northern Birch Ltd

1 Giboray IS  
4250401 Netanya

ISRAEL

Tax Reg. No.: 512536210 (Country: IL)

**Consignor** SUP 22846

PADMA SP. Z O.O. SP. KOMANDYTOWA

Wojska Polskiego 118E  
16-400 Suwalski / Podlaskie  
POLAND

Dispatch Date: 11 July 2025  
 Delivery Term: CPT PORT ISRAEL  
 CsmNo.: 22846-SUP-25P3EC203403

**Consignee** STO 206

Northern Birch Ltd.  
8607  
1 Giboray IS  
4250401 Netanya / Ha Merkaz  
ISRAEL

Total net weight (KGM): 8.660,35  
 Total gross weight (KGM): 9.345,49  
 Total gross volume (m³): 52,879

Bill of Lading: MEDUYK320735  
 Loading unit ID: MSNU7182015  
 Shipment No.:  
 Colli / Pieces: 66 / 2.972,00

Currency: EUR  
 Payment Cond.: CASH NET PAYABLE UNTIL THE SECOND BUSINESS DAY OF SECOND MONTH FROM INVOICE DATE

#	ArtNo. Tariff-No.	Art. Description Country	Sup.	Net Weight	Quantity	Price	Total
						Gross Weight	
1	00566395 44149000000	RÖDALM frame 30x40 oak effect PL	22846	0,749 (KGM)	160	3,20 0,86463 (KGM)	512,00
2	10454279 70099200001	TOFTBYN mirror 75x165 black PL	22846	14,50231 (KGM)	104	37,18 15,39462 (KGM)	3.866,72
3	10548872 44149000000	RÖDALM frame 13x18 white PL	22846	0,241 (KGM)	640	1,12 0,26875 (KGM)	716,80
4	10548886 44149000000	RÖDALM frame 21x30 white PL	22846	0,47 (KGM)	220	2,01 0,54182 (KGM)	442,20
5	10548909 44149000000	RÖDALM frame 40x50 birch effect PL	22846	1,104 (KGM)	80	4,90 1,27025 (KGM)	392,00
6	20433984 94039100006	KOMPL p-out tray 100x35 white PL	22846	3,44591 (KGM)	44	12,96 3,97659 (KGM)	570,24
7	20548881 44149000000	RÖDALM frame 21x30 birch effect PL	22846	0,47 (KGM)	220	2,04 0,54182 (KGM)	448,80
8	40548917 44149000000	RÖDALM frame 30x40 birch effect PL	22846	0,749 (KGM)	80	3,23 0,86463 (KGM)	258,40
9	40584929 44149000000	FISKBO frame 21x30 dark grey-blue PL	22846	0,286 (KGM)	540	1,14 0,31665 (KGM)	615,60
10	50297961 44149000000	FISKBO frame 50x70 black PL	22846	0,80604 (KGM)	192	3,89 0,96479 (KGM)	746,88

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#	ArtNo. Tariff-No.	Art. Description Country	Sup.	Quantity		Price	Total
				Net Weight	Gross Weight		
11	50459147	TOFTBYN mirror 75x165 white		377	36,00	13.572,00	
	70099200001	PL	22846	14,50231 (KGM)	15,39462 (KGM)		
12	50605484	NISSEDAL N mirror 65x65 black		13	10,61	137,93	
	70099200001	PL	22846	4,38769 (KGM)	4,77 (KGM)		
13	60566401	RÖDALM frame 50x70 oak effect		120	7,22	866,40	
	44149000000	PL	22846	1,69 (KGM)	1,955 (KGM)		
14	70246386	KOMPL p-out tray 100x58 white		22	17,05	375,10	
	94039100006	PL	22846	4,24 (KGM)	5,16 (KGM)		
15	70548925	RÖDALM frame 50x70 black		40	7,18	287,20	
	44149000000	PL	22846	1,69 (KGM)	1,955 (KGM)		
16	70553709	RÖDALM frame f 9 pict 46x61 black		20	6,75	135,00	
	44149000000	PL	22846	1,426 (KGM)	1,6755 (KGM)		
17	80548915	RÖDALM frame 40x50 white		40	4,84	193,60	
	44149000000	PL	22846	1,104 (KGM)	1,27025 (KGM)		
18	90548929	RÖDALM frame 50x70 white		60	7,18	430,80	
	44149000000	PL	22846	1,69 (KGM)	1,955 (KGM)		

Tariff No.	Country of Origin	Quantity (PCE)	Volume (m³)	Net Weight (KGM)	Gross Weight (KGM)	Net Amount (EUR)
44149000000	PL	2.412	11,184	1.382,8	1.590,18	6.045,68
70099200001	PL	494	40,35	7.032,65	7.466,82	17.576,65
94039100006	PL	66	1,345	244,9	288,49	945,34
<b>Totals</b>		<b>2.972</b>	<b>52,879</b>	<b>8.660,35</b>	<b>9.345,49</b>	<b>24.567,67</b>

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## Invoice

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11 July 2025

ICI No.: 5100-G-INV-48988461  
Invoice No.: CH4798645

**Seller** COM 5100

IKEA Supply AG

Grüssenweg 15  
4133 Prätteln

SWITZERLAND

Tax Reg. No.: CHE106816182MWST (Country: CH)

**Buyer** COM 7023

Northern Birch Ltd

1 Giboray IS  
4250401 Netanya

ISRAEL

Tax Reg. No.: 512536210 (Country: IL)

**Consignor** SUP 21675

Padma Art Sp. z o.o. Sp. Komandytowa

Ul.Wojska Polskiego 118 E  
16-400 Suwalski / Podlaskie  
POLAND

Dispatch Date: 11 July 2025  
Delivery Term: CPT PORT ISRAEL  
CsmNo.: 21675-SUP-25PAEC203402

**Consignee** STO 206

Northern Birch Ltd.  
8607  
1 Giboray IS  
4250401 Netanya / Ha Merkaz  
ISRAEL

Total net weight (KGM): 816,74  
Total gross weight (KGM): 946,11  
Total gross volume (m³): 6,317

Bill of Lading: MEDUYK320735  
Loading unit ID: MSNU7182015  
Shipment No.:  
Colli / Pieces: 14 / 1.073,00

Currency: EUR  
Payment Cond.: CASH NET PAYABLE UNTIL THE SECOND BUSINESS DAY OF SECOND MONTH FROM INVOICE DATE

#	ArtNo. Tariff-No.	Art. Description Country	Sup.	Net Weight	Quantity	Price	Total
						Gross Weight	
1	10550011 44149000000	SILVERHÖJDEN frame 50x70 gold-colour PL	21675	1,46 (KGM)	30	6,61	198,30
2	20427624 44149000000	EDSBRUK frame 30x40 black stained PL	21675	1,15896 (KGM)	48	3,65	175,20
3	30370405 44149000000	SILVERHÖJDEN frame 40x50 gold-colour PL	21675	0,946 (KGM)	60	4,10	246,00
4	30404028 44209000007	KOMPL ins f jwllry 25x53x5 light grey PL	21675	0,86 (KGM)	84	6,82	572,88
5	30427322 44149000000	EDSBRUK frame 30x40 white PL	21675	1,15896 (KGM)	48	3,58	171,84
6	30427628 44149000000	EDSBRUK frame 40x50 black stained PL	21675	1,55417 (KGM)	24	5,23	125,52
7	40370396 44149000000	SILVERHÖJDEN frame 21x30 gold-colour PL	21675	0,39399 (KGM)	396	1,66	657,36
8	40528165 44149000000	SANNAHED frame 50x50 black PL	21675	1,90385 (KGM)	13	6,48	84,24
9	50404027 44209000007	KOMPL insert w comp 40x53x5 light grey PL	21675	1,18393 (KGM)	56	8,00	448,00
10	60427330 44149000000	EDSBRUK frame 50x70 white PL	21675	2,30292 (KGM)	24	7,79	186,96

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#	ArtNo. Tariff-No.	Art. Description Country	Sup.	Quantity		Price	Total
				Net Weight	Gross Weight		
11	60459118	SANNAHED frame 25x25 black	21675	0,83097 (KGM)	72	2,79	200,88
	44149000000	PL			0,89597 (KGM)		
12	80528168	SANNAHED frame 50x50 white	21675	1,90385 (KGM)	26	6,42	166,92
	44149000000	PL			2,10308 (KGM)		
13	90387120	KNOPPÄNG frame 30x40 black	21675	0,43599 (KGM)	192	2,30	441,60
	44149000000	PL			0,58901 (KGM)		

Tariff No.	Country of Origin	Quantity (PCE)	Volume (m³)	Net Weight (KGM)	Gross Weight (KGM)	Net Amount (EUR)
44149000000	PL	933	4,637	678,2	776,25	2.654,82
44209000007	PL	140	1,68	138,54	169,86	1.020,88
<b>Totals</b>		<b>1.073</b>	<b>6,317</b>	<b>816,74</b>	<b>946,11</b>	<b>3.675,70</b>

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**MEDITERRANEAN SHIPPING COMPANY S.A.**12-14, chemin Rieu - CH -1208 GENEVA, Switzerland  
website: www.msc.com**SEA WAYBILL No.****MEDUYK320735****NOT NEGOTIABLE - COPY**

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

**NO.& SEQUENCE OF SEA WAYBILLS****NO. OF RIDER PAGES****Of One****0 Zero**

SHIPPER:

PADMA SP. Z O.O. SP. KOMANDYTOWA  
BRYLANTOWA 7  
SUWALKI PLPD 16-400  
PL

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.

... CONTINUED FROM NOTIFY PARTIES

IKEA Supply Services (Sweden) AB  
VAESTERGATAN 10 B  
AELMHULT S-343 81

SE

IKEA SUPPLY SERVICES (SWEDEN)  
AB

ocenneexport.controltoweroperations

Lloyds/IMO Number: 9927299

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](http://WWW.MSC.COM) FOR THE AMOUNT.

DUE TO DANGER OF CONFISCATION, WARRANTED VESSEL IS NOT TO CALL AT PORTS AND NOT TO ENTER THE TERRITORIAL WATERS OF SYRIA, LEBANON, IRAQ, SUDAN OR LIBYA FROM THE MOMENT THE CONTAINERS UNDER THE ABOVE MENTIONED CONTRACT OF CARRIAGE

[Continued in the Description section]

CONSIGNEE:  
NORTHERN BIRCH LTD.  
1 GIBORAY IS  
NETANYA ILM 4250401  
ILNORTHERN BIRCH LTD.  
VAT NUMBER: 512536210

ike scamps@segment.co.il

PORT OF DISCHARGE AGENT:

MSC (Israel) Ltd. Manav House HADAROM

CONTAINER TERMINAL

KHALUTSEI HA-TA'ASIYA, 2

Ashdod, 7759222

Phone : +972 89391500

Fax:+972 88563945

Email:isr-infoash@msc.com



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

NORTHERN BIRCH LTD.  
1 GIBORAY IS  
NETANYA ILM 4250401  
ILNORTHERN BIRCH LTD.  
VAT NUMBER: 51253621

ike scamps@segment.co.il

CONTINUED IN CARRIER'S AGENTS ENDORSEMENTS...

VESSEL AND VOYAGE NO (see Clause 8 &amp; 9)

**MSC KAYLEY - QB528E**

PORT OF LOADING

**Gdynia**

PLACE OF RECEIPT: (Combined Transport ONLY - see Clause 1 &amp; 5.2)

**XXXXXXXXXXXXXXXXXX**

BOOKING REF.

(or)

SHIPPER'S REF.

**159IGD0036414****XXXXXXXXXXXXXXXXXX**

PORT OF DISCHARGE

**Ashdod, Israel**

PLACE OF DELIVERY : (Combined Transport ONLY - see Clause 1 &amp; 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
	continued from Carrier's Agent Endorsements  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		
MSNU7182015 40' HIGH CUBE	66 PACKAGE(S) IKEA home furnishing products 94039100	288.490 kgs.	1.345 cu. m.
Seal Number: 1575348 Tare Weight: 3,700 kgs.	494 PACKAGE(S) IKEA home furnishing products 70099200	7,466.820 kgs.	40.350 cu. m.
	3345 PACKAGE(S) IKEA home furnishing products 44149000	2,366.430 kgs.	15.821 cu. m.
	140 PACKAGE(S) IKEA home furnishing/ Total pieces: 4045/ Total pallets: 80 44209000	169.860 kgs.	1.680 cu. m.
	FREIGHT PAYABLE ELSEWHERE AT BASEL EXPRESS B/L - AUTOMATIC RELEASE		
	Total Items: 4045	Total : 10,291.600 kgs.	59.196 cu. m.

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 terms 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 be 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)

**XXXXXXXXXXXXXX**

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

**1 cntr**

PLACE AND DATE OF ISSUE

Gdynia  
21-Jul-2025

SHIPPED ON BOARD DATE

19-Jul-2025

SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A.  
by MSC POLAND SP. Z.O.O. As Agent



# MEDITERRANEAN SHIPPING COMPANY S.A.

Terms and conditions of MSC Mediterranean Shipping Company S.A. Contract of Carriage continued from the front page.

# CONTRACT OF CARRIAGE

## 1. DEFINITIONS

The following definitions 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:** means the Carrier has indicated on 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/or contained or accompanied therewith.

**Freight:** means the cost of the freight and all charges and expenses whatever payable to the Carrier in accordance with the applicable Tariff and this Sea Waybill, including storage, per diem and demurrage.

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

**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 exception of Article 9, Hague Rules, Rules of the Hague Rules of 1924, The Hague Rules, 1924 as Amended by the Protocol adopted at Brussels on 23 February 1968, 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 when combined with 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:** include 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 or on Person.

**Person:** means 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.

**Pomerenie 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 but is not limited to the owners, charterers and operators of the Vessel(s) other than the Carrier, as well as stevedores, terminals and groupage operators, road and rail transport operators, port agents 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 privacy 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, who is the only party entitled to give the Carrier instructions in relation to this contract of carriage, undertakes to provide the Merchant and Consignee with the Consigned with a legible copy of all the Terms and Conditions of carriage set forth in this Sea Waybill. The Merchant and Consignee "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 in 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 TARIFFE

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Sea Waybill. Particulars of the Tariff are drawn to terms and conditions concerning additional charges including demurrage, per diem, storage expenses 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 liberty to sub-lease sub-contract.

4.2 The Merchant undertakes that any claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Merchant, 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 any 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 that the Carrier and the Merchant shall be equally liable for the amount of the claim, the foreigner or such servant, agent or subcontractor shall have no benefit of all terms and conditions of whatsoever nature contained herein or otherwise benefitting the Carrier under this Sea Waybill, as if such terms and conditions were expressly for their benefit. In entering into this contract, the Carrier, to the extent of such terms and conditions, does so on its own behalf and also as agent and trustee for such servants, agents and Subcontractors.

4.3 The Carrier in 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 whomsoever acting on behalf of the Carrier and 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 misdevelony 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 moment that the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.

(b) The 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.

(c) Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's period of responsibility beyond the period of carriage, the Carrier shall be responsible for the Goods for the period after discharge, including for misdelivery, then 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 should be caused by any of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

### 5.2 Carrier's Responsibility

#### 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) by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilized; if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or

(b) where no international convention, national law or regulation would have been compulsorily applied to 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 in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package,

(c) if the applicable national 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 for the loss and/or damage complained of occurred during the Port-to-Port section of carriage, provided for in clause 5.1 above, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package;

(d) if the place of loss 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 Where the loss or damage occurs 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 applies at the Port of Discharge or Place of Delivery prior to delivery of the Goods to the Merchant or Consignee or may be effected by the carriage of the Goods either at the Port of Loading or Place of Delivery, nothing contained in this Sea Waybill shall affect the 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 whatever 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 convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.

## 6. U.S. TRADE CLAUSE

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 Pomerenie Act regardless of whether said Act would apply of its own force. The provisions of the COGSA are incorporated herein and save as otherwise provided herein shall apply throughout the entire time the Goods are in the Carrier's custody, including being transhipped as well as in the event of transhipment, to the Merchant and its Subcontractors, including cargo carried on deck. Nothing contained herein is to be deemed a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under the COGSA. Except for clause 5, every other term, condition, limitation, defence and liberty whatsoever contained in this Sea Waybill shall apply to carriage in the US Trade.

6.2 For carriage to or from any port under the COGSA, it is agreed that the meaning of the term "package" shall be any palletized and/or unitized assembly of carriage which has been palletized and/or unitized for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof.

7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject to the liability for general average as provided for herein, 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 minimum value of goods of the same kind and/or quality.

7.2 Save as is provided in clause 7.3, if and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to the Goods, the Carrier's liability for compensation in respect of loss of or damage to the Goods, plus Freight and insurance if paid, such compensation shall be 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 shall in no event whatsoever exceed GBP 100 sterling lawful currency per package or unit.

7.2.2 Where 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\$500 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, immunity, exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country or which would have been applicable in the absence of any of the terms set out in 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 indemnify immediately when requested by the Carrier.

8. SCOPES OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

Call when the carrier contracted for may or may not include usual or customary or advertised ports of call which are used in this Sea Waybill contract or may include transport of the Goods to or from any port facility used in this Sea Waybill contract or may include transport of the Goods to or from any port facility including storage, handling, loading, unloading, transhipping or carrying of the Goods including, but not limited to off-dock storage.

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 any delay in scheduled arrival or arrival of any Vessel or other conveyances used to transport the Goods or their contents.

If the Carrier should nevertheless be held legally liable for any such direct or consequential loss or damage caused by such alleged delay, such liability shall be limited to the extent of the Freight paid for the carriage.

9. METHODS 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) transfer 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;

(c) sail without notice or delay in scheduled arrival or arrival of any Vessel or other conveyances used to transport the Goods or their contents;

(d) sail without notice or delay in scheduled arrival or arrival of any Vessel or other conveyances used to transport the Goods or their contents;

(e) comply with any orders or recommendations given by any government organization or by Person or Persons in charge of the Goods or their contents;

(f) load and unload the Goods at any port or place (whether or not any 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 use of off-dock storage at any port;

(g) make any changes in the route or in the manner of carrying the Goods or their contents;

(h) make any changes in the time of arrival or departure of the Goods or their contents;

(i) make any changes in the method of carriage or in the manner of loading or unloading the Goods or their contents;

(j) make any changes in the manner of transhipment or in the manner of delivery of the Goods or their contents;

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