



Invoice

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23 July 2025

ICI No.: 5100-G-INV-49093158
Invoice No.: CH4810833

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 10973

IKEA Industry Poland Sp. z o/w Lubawie

BOREK 3
14-260 LUBAWA / Warmińsko-mazurskie
POLAND

Dispatch Date: 23 July 2025
Delivery Term: CPT PORT ISRAEL
CsmNo.: 10973-SUP-2401038372

Total net weight (KGM): 3.673,508
Total gross weight (KGM): 4.065,388
Total gross volume (m³): 18,268

Consignee STO 318

Northern Birch Ltd.
Poleg Industrial Zone
1 Giboray IS
4250401 Netanya / Heifa
ISRAEL

Bill of Lading: MEDUYK336897
Loading unit ID: FFAU3853545
Shipment No.:
Colli / Pieces: 13 / 148,00

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	10203610 94036000001	MALM dress tbl 120x41 white PL	10973	20,65 (KGM)	64	45,28	2.897,92
2	20325164 94035000002	MALM bed frm high 90x200 wso PL	10973	28,97 (KGM)	10	82,13	821,30
3	20404806 94035000002	MALM N ottoman bed 160x200 white PL	10973	89,268 (KGM)	3	278,13	834,39
4	30595117 94035000002	VIHALS bed stor box s2 200 white PL	10973	16,201 (KGM)	26	27,92	725,92
5	40249471 94035000002	MALM NNN bed frm high 160x200 white PL	10973	37,351 (KGM)	6	76,60	459,60
6	40249485 94035000002	MALM N bed frm high 120x200 white PL	10973	31,252 (KGM)	18	70,53	1.269,54
7	40602424 94035000002	VIHALS bed frm 90x200 white PL	10973	18,748 (KGM)	18	34,61	622,98
8	90404799 94035000002	MALM N ottoman bed 140x200 white PL	10973	83,024 (KGM)	3	268,29	804,87
						94,335 (KGM)	
Tariff No.	Country of Origin	Quantity (PCE)	Volume (m³)	Net Weight (KGM)	Gross Weight (KGM)	Net Amount (EUR)	
94035000002	PL	84	12,508	2.351,908	2.635,756	5.538,60	

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Tariff No.	Country of Origin	Quantity (PCE)	Volume (m³)	Net Weight (KGM)	Gross Weight (KGM)	Net Amount (EUR)
94036000001	PL	64	5,76	1.321,6	1.429,632	2.897,92
Totals		148	18,268	3.673,508	4.065,388	8.436,52

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Invoice

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23 July 2025

ICI No.: 5100-G-INV-49093157
Invoice No.: CH4810834

Seller COM 5100

IKEA Supply AG

Grüssenweg 15
4133 Pratteln

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 10973

IKEA Industry Poland Sp. z o.o. Lubawie

BOREK 3
14-260 LUBAWA / Warmińsko-mazurskie
POLAND

Dispatch Date: 23 July 2025
Delivery Term: CPT PORT ISRAEL
CsmNo.: 10973-SUP-2401040069

Total net weight (KGM): 2.922,72
Total gross weight (KGM): 3.253,173
Total gross volume (m³): 16,913

Consignee STO 217

Northern Birch Ltd.

8607
1 Giboray IS
4250401 Netanya / Tel-Aviv
ISRAEL

Bill of Lading: MEDUYK336897
Loading unit ID: FFAU3853545
Shipment No.:
Colli / Pieces: 12 / 81,00

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	00320134 94035000002	FLEKKE day-bd frm w 2 drwrs 80x200 white PL	10973	74,038 (KGM)	6	179,89 81,07 (KGM)	1.079,34
2	00404812 94035000002	MALM N ottoman bed 180x200 white PL	10973	94,468 (KGM)	6	316,04 105,685 (KGM)	1.896,24
3	20404806 94035000002	MALM N ottoman bed 160x200 white PL	10973	89,268 (KGM)	3	278,13 100,435 (KGM)	834,39
4	40249485 94035000002	MALM N bed frm high 120x200 white PL	10973	31,252 (KGM)	30	70,53 35,179 (KGM)	2.115,90
5	60249470 94035000002	MALM NNN bed frm high 140x200 white PL	10973	35,166 (KGM)	12	73,99 38,754 (KGM)	887,88
6	60282186 94036000001	LACK N wll shlf ut 30x190 white PL	10973	11,847 (KGM)	24	34,30 12,955 (KGM)	823,20

Tariff No.	Country of Origin	Quantity (PCE)	Volume (m³)	Net Weight (KGM)	Gross Weight (KGM)	Net Amount (EUR)
94035000002	PL	57	15,222	2.638,392	2.942,253	6.813,75
94036000001	PL	24	1,691	284,328	310,92	823,20
Totals		81	16,913	2.922,72	3.253,173	7.636,95

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23 July 2025

ICI No.: 5100-G-INV-49093160
Invoice No.: CH4810835

Seller COM 5100

IKEA Supply AG

Grüssenweg 15
4133 Pratteln

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 10973

IKEA Industry Poland Sp. z o.o. Lubawie

BOREK 3
14-260 LUBAWA / Warmińsko-mazurskie
POLAND

Dispatch Date: 23 July 2025
Delivery Term: CPT PORT ISRAEL
CsmNo.: 10973-SUP-2401040068

Total net weight (KGM): 3.128,14
Total gross weight (KGM): 3.455,219
Total gross volume (m³): 18,135

Consignee STO 206

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

Bill of Lading: MEDUYK336897
Loading unit ID: FFAU3853545
Shipment No.:
Colli / Pieces: 13 / 117,00

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	00263100 94035000002	MALM N bed frm high 140x200 wso veneer PL	10973	35,12 (KGM)	6	89,42 38,761 (KGM)	536,52
2	00404812 94035000002	MALM N ottoman bed 180x200 white PL	10973	94,468 (KGM)	3	316,04 105,685 (KGM)	948,12
3	10203610 94036000001	MALM dress tbl 120x41 white PL	10973	20,65 (KGM)	32	45,28 22,338 (KGM)	1.448,96
9	20563782 94036000001	LISABO table 200x78 black/ash veneer PL	10973	24,845 (KGM)	10	104,69 28,454 (KGM)	1.046,90
4	40249471 94035000002	MALM NNN bed frm high 160x200 white PL	10973	37,351 (KGM)	6	76,60 40,906 (KGM)	459,60
5	40249485 94035000002	MALM N bed frm high 120x200 white PL	10973	31,252 (KGM)	12	70,53 35,179 (KGM)	846,36
6	60249470 94035000002	MALM NNN bed frm high 140x200 white PL	10973	35,166 (KGM)	18	73,99 38,754 (KGM)	1.331,82
7	60282186 94036000001	LACK N wll shlf ut 30x190 white PL	10973	11,847 (KGM)	24	34,30 12,955 (KGM)	823,20
8	90483329 94035000002	MALM bed frm high 140x200 grey stained PL	10973	34,72 (KGM)	6	83,15 38,361 (KGM)	498,90

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Tariff No.	Country of Origin	Quantity (PCE)	Volume (m³)	Net Weight (KGM)	Gross Weight (KGM)	Net Amount (EUR)
9403500002	PL	51	12,048	1.934,562	2.144,943	4.621,32
9403600001	PL	56	4,571	945,128	1.025,736	2.272,16
9403600001	PL	10	1,516	248,45	284,54	1.046,90
Totals		117	18,135	3.128,14	3.455,219	7.940,38

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23 July 2025

ICI No.: 5100-G-INV-49093235
Invoice No.: CH4810836

Seller COM 5100

IKEA Supply AG

Grüssenweg 15
4133 Pratteln

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 10973

IKEA Industry Poland Sp. z o.o. Lubawie

BOREK 3
14-260 LUBAWA / Warmińsko-mazurskie
POLAND

Dispatch Date: 23 July 2025
Delivery Term: CPT PORT ISRAEL
CsmNo.: 10973-SUP-2401040070

Total net weight (KGM): 1.029,846
Total gross weight (KGM): 1.152,078
Total gross volume (m³): 6,037

Consignee STO 531

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

Bill of Lading: MEDUYK336897
Loading unit ID: FFAU3853545
Shipment No.:
Colli / Pieces: 5 / 36,00

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	40249485 94035000002	MALM N bed frm high 120x200 white PL	10973	31,252 (KGM)	18	70,53 (KGM)	1.269,54
2	90264690 94035000002	MALM bed storage box 200 wh st oak ven 2-p PL	10973	20,315 (KGM)	12	31,81 (KGM)	381,72
3	90521557 94039100006	HASVIK NN slid doors pair 200x236 hi-gl whi PL	10973	37,255 (KGM)	6	142,32 (KGM)	853,92
<hr/>							
Tariff No.	Country of Origin	Quantity (PCE)	Volume (m³)	Net Weight (KGM)	Gross Weight (KGM)	Net Amount (EUR)	
94035000002	PL	30	4,818	806,316	889,902	1.651,26	
94039100006	PL	6	1,219	223,53	262,176	853,92	
Totals		36	6,037	1.029,846	1.152,078	2.505,18	

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**MEDITERRANEAN SHIPPING COMPANY S.A.**12-14, chemin Rieu - CH -1208 GENEVA, Switzerland
website: www.msc.com**SEA WAYBILL No.****MEDUYK336897****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:****IKEA INDUSTRY POLAND SP. ZOO**
O/W LUBAWIE BOREK 3
LUBAWA PLWN 14-260
PL**CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)**
SHIPPER'S LOAD, STOW AND COUNT; FCL/FCL, SAID TO CONTAINThis 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 which are incorporated by reference.**... CONTINUED FROM NOTIFY PARTIES****IKEA Supply Services (Sweden) AB**
VAESTERGATAN 10 B
AELMHULT S-343 81
SEEmail:
ocenneexport.controltoweroperations@inter.ike.comLloyds/IMO Number: 922738
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 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]

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**CONSIGNEE:**
NORTHERN BIRCH LTD.
1 GIBORAY IS
NETANYA 4250401
ILVAT NUMBER: 51253621
Email: ike_scamps@segment.co.il

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 4250401
ILVAT NUMBER: 51253621
Email: ike_scamps@segment.co.il

CONTINUED IN CARRIER'S AGENTS ENDORSEMENTS...

VESSEL AND VOYAGE NO (see Clause 8 & 9)
MSC JULIA R. - NN530APORT OF LOADING
GdyniaPLACE OF RECEIPT: (Combined Transport ONLY - see Clause 1 & 5.2)
XXXXXXXXXXXXXXXXXXBOOKING REF. (or) SHIPPER'S REF.
159IGD0037989PORT OF DISCHARGE
Ashdod, IsraelPLACE 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
FFAU3853545 40' HIGH CUBE	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		
Seal Number: A032858 Tare Weight: 3,700 kgs.	6 PACKAGE(S) IKEA home furnishing products 94039100	262.176 kgs.	1.219 cu. m.
	222 PACKAGE(S) IKEA home furnishing products 94035000	8,612.854 kgs.	44.596 cu. m.
	154 PACKAGE(S) IKEA home furnishing/ Total pieces: 382/ Total pallets: 43 94036000	3,050.828 kgs.	13.538 cu. m.
	FREIGHT PAYABLE ELSEWHERE AT BASEL EXPRESS B/L - AUTOMATIC RELEASE		
	Total Items: 382	Total : 11,925.858 kgs.	59.353 cu. m.

FREIGHT & CHARGES Cargo shall not be delivered unless Freight & 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)
XXXXXXXXXXXXXXXXXX

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

1 cntr

PLACE AND DATE OF ISSUE

Gdynia
29-Jul-2025

SHIPPED ON BOARD DATE

28-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 whatsoever 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 such Tonnage,丈量, and other documents required by the 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 foreign carrier and every such servant, agent and 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 on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(d) 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.

5.2 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) 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 applicable 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 follows: the loss and/or damage complained of occurred during the Port-to-Port section of carriage, will be paid up to £5.1 million, 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 The Merchant's liability for carriage arrangements 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 effective during carriage, at any Port of Discharge or Place of Delivery, nothing in this Sea Waybill relating to the carriage hereof, 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 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 transported as cargo on board the Vessel or any other vessel, ship or aircraft, or any of 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 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 carriage as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the 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 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, privilege, 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 transhipment or transloading, 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 cost of the carriage of the Goods.

9. SCHEMES 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 the Goods or their contents;

(d) sail without notice or delay in scheduled arrival or arrival of the Goods or their contents;

(e) comply with any orders or recommendations given by any government organization or by any Person or authority having jurisdiction over the Goods or their contents;

(f) load and unload the Goods at any port or place (whether or not such port is named on the front hereof as the Port of Loading or Port of Discharge) and store or forward 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 carriage or in the method of loading or unloading;

(h) make any changes in the port of discharge or in the port of loading;

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