packages of units indicated in the box entitled carriers receipt in 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 THE GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER HAS AUTHORITY TO BO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND THE TERMS AND THE CONDITIONS OF THE CARRIERS 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 authorised 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 authorisation 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 CARRIER'S RECEIPT (No. of Cntrs or Pkgs royd by DECLARED VALUE (only applicable if Ad Valorem SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A. Charges paid - see Clause 7.3) Carrier - see Clause 14.1) XXXXXXXXXXXXXXXXXXXXX PLACE AND DATE OF ISSUE SHIPPED ON BOARD DATE MSC POLAND SP. Z O.O. as Agents of the Carrier WARSZAWA 17022019 17022019



MEDITERRANEAN SHIPPING COMPANY S.A.

CONTRACT OF CARRIAGE

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

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.
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COGSA, means the U.S. Carriage of Goods by Sea Act, 1936.
COGSA of Portion-Port carriage and Inhand 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 whatsoever payable to the Carrier in accordance with the applicable Tariff and this Sea Waybill, including storage, per client and demurrage.
Goods: includes the whole or any part of the cargo carried under this Sea Waybill, and under the process of the International Conventor with the applicable of the Cartier Rules relating processing and merchant of the Protocol adopted at Brussels on 23 February 1968, and 21st December 1979 (SDR Protocol) where applicable. Notwithstanding anything to the contrary beriar it is expressly agreed that nothing herien shall contractually apply the Hague-Visby Rules to this Sea Waybill and they shall apply only when computorily applicable by the law governing this Sea Waybill.
Inhand Transport means carriage during Combined Transport then than between the Port of Loading and the Port of Desire the State of Cartiars below the first the Waybill the pressure of the Good and the Port of Desire and the Port

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 theretto.

Powerene Act means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 or any amendments Powerene Act means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 or any amendments Powerene Act means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 or any amendments Subcontractor includes but is not limited to the conserve, scharterers and operators of the Vesseles) other than the Carrier, as well as stevedores, terminals and groupage operators, road and rail transport operators, watchbousemen and any independent contractors employed by the Carrier performing the carriage, and my direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not. Vessel: includes the vessel named hereior 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 in particular the Consignee with a legible copy of all the Terms and Conditions contained in this Sea Waybill. Every Person defined as Merchant is joinfly and severally laide towards the Carrier for all the Merchant and in particular that the Consignee with a legible copy of all the Terms and Conditions in this Sea Waybill is, be it the owner of the Goods or the Sea with the authority of the owner of the Goods, or of the Person entitled to the possession of the Goods or the Sea Waybill. Every Person defined to the internal to the possession of the Goods or the Sea Waybill. Every 1016 the terms and conditions in this Sea Waybill, is to the worst of the Goods or the Sea Waybill. Every 1016 the terms and conditions in this Sea Waybill is, be it the owner of the Goods or the Sea Waybill. Every 1016 the Carrier of the Goods, or of the Person entitled to the possession of the

4. SUBCONTRACTING AND INDEMNITY
4. The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including liberly to further sub-contract.
4. The Merchant undertakes that not roll algation whether arising in contract, builtents, tort or otherwise.
4.2 The Merchant undertakes that not on a legation whether arising in contract, builtents, tort or otherwise 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 an such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof. Whoth pure predicte 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 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 4.3 The provisions of clause 4.2, including but not intimet 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

shall extend to all claims or allegations of wanasoever nature agains what is the considerable vessel.

4.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by 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 Sca Waybill, whether or not arising out of negligine cor misdelivery on the part of the Carrier, and frany 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 of or damage to the Goods have been discharged from the Vessel.

5.1 Fortis-rort carriage. It carriage under the Sea wayous 19 so for damage to the Goods shall commence only at the (a) The period for Goods are loaded to board the Vessel and shall end when the Goods have been dischanged from the Vessel.

(b) This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague or the Haguer Visby Rules compulsorily applicable in which case the said Hague or Haguer 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 exceeds the Carrier's period of responsibility whether in contract, tort, balinent or otherwise to all or any part of the period before loading, or the period after discharge, including for misseld-evey, 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 misseld-evey, 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 misseld-evey, then the coor admirg the curring by sea.

5.2 I Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is that love the Sox of damage cocurred during the love-to-Port section of the carriage, the liability of the Carrier is the support utilized, if such 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 b

provided at 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 earriage and the Carrier's liability shall be determined as provided at 5.1 above.

5.23 Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Sca 5.23 Any transport that the Carrier arranges for the Merchant soon responsibility, time, risk and expense and the Carrier acts as again 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 provides that delivery of the Goods to the Merchant shall or may be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contraw pherein, delivery of the Goods by the Carrier to such customs or port authorities. Alter any carrier to the Merchant and the Carrier's shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the Merchant and the Carrier's shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the Merchant and the Carrier's to Merch

authorities.

5. A Novivithstanding 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 Notivithstanding the provisions of clause 5, for carriage to or from any port of the United States, its

similar convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF THILE 10 THE UNDLYS.

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6.2 For limitation purposes under the COLNA, it is agreed that the meaning or the word package saust or any palletistical adion unitised assemblage of cartons which has been palletisted and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof.

7.1 Sulpect always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation is respect of loss of ord damage to the Goods, such compensation is hall be calculated by reference to the invoice value of the Goods, pals Freight and insurance lipital. If there is no invoice value of the Goods as the contract of the first of the first of the contract of the first of the contract of the first of the Goods and the fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

7.2 Save as is provided in clause 7.3:

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

(b) If and to the certain the Hague Rules apply only contractually pursuant to clause 5, the Carrier's maximum liability shall in no event whatsoever exceed 62B 100 sterling lawful currency per package or unit.

7.2.2 Where COGAS applies by virtue of clause 6, neither the Currier on the Vessel shall in any event be or become liable in an amount exceeding USS500 per package or per usstomary freight unit.

7.3 The Merchant agrees and acknowledges that the Carrier has not however with the written confirmation compared to the compensation than that provided for in this Sea Wayshill may be claused only when, with the writt

7.4 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory pro 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 authorised 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 thrift party. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

8. SCOPE OF WOYAGE, BELAY, CONSEQUENTIAL DAMAGES

The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this Sea Washill contract or not and may include transport of the Goods to or from any call whether named in this Sea Washill contract or not and may include transport of the Goods to or from any

In SLOUPS, OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of all whether named in this Sea Waybill contract or not and may include transport of the Goods to or from any achieve transport of the Goods to a five may be considered to the Carrier as part of the carriage, including but not limited to off-dock storage. The Carrier bose not promise or undertake to load, earny or discharge the Goods on or by any particular Vessel, date or me. Advertised satings and arrivals are only estimated times, and such sechelular may be advanted, delayed an achieved without notice. In one event shall the Carrier be labels for concequential dumages or for any delay in an excelled without notice. In one event shall be Carrier be labels for concequential dumages or for any delay in the contraction of the carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight and for the carriage of the carrier of the

consequential loss or damage causes by a paid for the carriage.

9. METHODS AND ROUTES OF CARRIAGE

9. 11 The Carrier may at any time and without notice to the Merchant:
(a) use any means of transport or storage whatsoever;
(b) transfer the Goods from one conveyance to another including transshipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever; even though transshippinent or forwarding of the Good by such means may not have been contemplated or provided for herein.

though transhipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;
(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 begood the Port of Discharge once or more often;
(d) load and unload the Goods at any place or port (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;
(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 insuance on any convergance employed by the Carrier the right to give orders or direction purpose whatsoever whether or not bunkering or embarding or distensibations gave Person(s), undergoing pergists and ord orde-descrip, lowing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with clause 9 1 any stay and adjusting instruments. Anything done or not done in accordance with clause 9 1 any stay and adjusting instruments. Anything done or not done in accordance with clause 9 1 any stay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

1. NOTICE OF CLAIMS, TIME BERRAND JURISDICTION

once in accordance with catales 9 i of any deaty arising mereron sain or ocented to be within the contractual carriage and shall not be a deviation.

10. NOTICE OF CLAINS, TIME BAR AND JURISDICTION

10. Notice - of loss or damage to foods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery, in the Methers of the other of the delivery, to the Metchant or its agent. Claims shall be submitted in writing addressed by the Metchant to the Carrier's agent at the Port of Discharge with the port of the other oth

convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b).

10.3 Jurisdiction: It is breefly 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 and English all exclusively apply, unless the carriage contracted for bereunder was to or from the United States of America, in which case suit shall be filed exclusively in the United States District Court, for the Southern District of New York and U.S. law shall exclusively apply. The Merchant agrees that it shall not institute any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier in encowing as suff field in another form. The Merchant waives any objection to the personal jurisdiction ov Merchant of the above agreed forn. In the case of any dispute relating to Freight or other sums due from the Merchant to the Carrier, the Carrier may, at its sole opinion, bring sait against the Merchant in the forn agreed above, or in the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction where the Merchant to the Discusses. above, or in the countries of the second where the Merchant has a place of business.

11. MERCHANT-PACKED CONTAINERS

12. Second has not been packed by or on beh

where the Merchant has a place of business.
II. MERCHANT-PACKED CONTAINERS
If a Container has not been packed by or on behalf of the Carrier:
11. The Merchant's also fine packed by or on behalf of the Carrier:
11. The Merchant's ace of the Container for autitability for carriage of the Goods before packing it. The Merchant's ace of the Container shall be prima facie evidence of its being sound and suitable for use.

(a) the container which the Goods the whee her packed, stowed, stuffed or secured in the Container, or (b) the unsuitability of the Goods for carriage in the Container supplied or for carriage by Container between the Ports or Places specified herein, or (c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been apparent upon inspection by the Merchant at or prior to the time when the Container was been apparent upon inspection by the Merchant at or prior (d) placking refrigerated Goods that are not performed to the correct temperature for carriage or (d) packing refrigerated Container has been properly pre-cooled to the correct temperature for carriage or (d) packing refrigerated Container has been properly pre-cooled to the correct temperature for carriage or the Container was performed to the correct carrying temperature.

(d) packing refrigerated Container has been properly pre-cooled to the correct carrying temperature of the correct carrying temperature of the Container was been properly pre-cooled to the correct carrying temperature.

(d) packing refrigerated Container has been properly pre-cooled to the correct carrying temperature of the correct carrying temperature of the correct carrying temperature of the correct carrying temperature.

(e) the correct carrying temperature of the correct carrying temperatu

to damage to Container, other cargo and the Vessel.

12. REFRIGERATION, HEATING, INSULATION 12.1 Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Sea Waybill and extra Freight paid. If a carrying temperature is noted on the front of this Sea Waybill, the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsus from the noted temperature, and the Carrier shall exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsus while the Goods are in its possession. IT IS THE MERCHANTS SOB BILGATION TO SET ANDOR CHECK THAT THE TEMPERATURER CONTROLS ON THE CONTAINER ARE AT THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SET ITHE VENTS. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific emperature. The Carrier does not not the obligation to refuse any Container loaded by the Merchant for shipment where the Goods are not or were not loaded into the Container within plus or minus 2 degrees Celsius of the contracted carrying temperature.

Goods are not or were not loaded into the Container wittin plus or minus 2 (agerees Cessus on the Containers are not designed:
12.2 The Merchant must take note that refrigerated Containers are not designed:
(a) to cool or freeze Goods which have been loaded into a Container at a temperature higher than their designated carrying temperature. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage, nor (b) to monitor and control humidity levels, even if a setting facility exists, and because humidity is influenced by many external factors the Carrier does not guaranter and is not responsible for the maintenance of any intended level of humidity inside any Container
12.3 The Carrier shall not be label for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialised machinery, plant, insulation and/or apparatus of the Container and any other lacifities, provided that the Carrier exercised due diffigence before releasing the empty. Container to the Shipper.

The Carrier does not while in the actual possession of the Currier. The Carrier will host accept responsibility for the recording of temperatures in any form other than any refer 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.

Language of the control of the contr

measures and shall not be liable for any loss, delay or damage howsoever arising from any action or acc or action under this clause.

14. DESCRIPTION OF GOODS AND MERCHANT S RESPONSIBILITY

14. IT has Sea Wayabil shall be prima facie evidence of the receipt by the Carrier in apparent good order and 14. IT has Sea Wayabil shall be prima facie evidence of the receipt by the Carrier in apparent good order and the host entitled Carrier Receipt on the front hereof.

14.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, temperature, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

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 or on behalf of the Merchant, are adequate and correct. The particulars and any other particulars farmished by or on behalf of the Merchant, are adequate and correct. The 14.4. The Merchant also warrants that the Goods and of 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.

potentially dangerous characteristics or ine twosses have obe-wind 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.

14.5 If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the front hereof, such particulars are shown at the sole risk of the Merchant and for his convenience. 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 his Sea Wayfull, and the Merchant agrees to indemnity 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, 14.6 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, 14.6 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, 14.7 The protection of the complex of the control of the complex of the control of the control of the complex of the control of the authorities at any place, Goods are detained and or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, placent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, repacking, detention, destruction or delay. The Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening unpacking, inspection, repacking, detention, to destruction or delay. The Carrier will no

14.8 The Carrier allows a period of free time for the use of the Containers and other equipment in accorda
with the Tariff and as advised by the local MSC agent at the Ports of Loading and Discharge. Free time
commences from the day the Container and other equipment is collected by the Merchant or is discharged
from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is required and
the responsibility to return to a place nominated by the Carrier the Container and other equipment before or
the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurage, per dien an
detention charges will be levied and payable by the Merchant thereafter in accordance with the Tariff.

19. The Merchant shall redeliver, to a place nominated by the Carrier, the Containers and other equipment
Merchant temoved and without any mobile, durange or other delivin inside. The Merchant shall be label,
indemnify the Carrier for any and all costs incurred entinesting or replacing Containers and other equipmen
not returned in the condition as specified above, including the reasonable legal expenses and costs of
TS. DANGEROUS OR HAZARDOUS GOODS

15. 11 The Carrier will not accept any foods of a dangerous or hazardous nature without prior written notic

15. 11 The Carrier will not accept any foods of a dangerous or hazardous nature without prior written notic 14.8 The Carrier allows a period of free time for the use of the Containers and other equip-

15. DANCEROUS OR BLAZARDOUS GOODS.
15.1 The Carrier will not accept any Goods of a dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier is written approval to carry them. When the Merchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Merchant shall fully inform the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods. Such Goods shall be distinctly marked on the outside of the Container as well as on the outside of the packaging inside the Container os as to indicate the nature thereof and the marking must comply with the requirements of any applicable regulations, including regulations contained in any relevant international treaty or convention.

The Merchant shall be fully liable for and shall indemnify, hold harmless and defend the Carrier, its convention. Its 2 rhe Merchant shall be fully liable for and shall indemnify, hold harmless and defend the Carrier, its servants, agents and sub-contractors and any third party for all loss, damage, delay, personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused to the Carrier, the Vessel, any carge, and other property, whether on board or abstract arising from such Goods and/or from the breach of clause 15.1, whether or not the Merchant was aware of the nature of such Goods. 15.3 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere. 16. FREIGHT AND CHARGES

16. Freight has been calculated on the basis of the Shipper's particulars and if such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be liable therefor and also for any expense thereby incurred.

erfoncious and audinomatic programs. The threely incurred.

16.2 All Freight is carned and due upon receipt of the Goods by the Carrier, whether the Freight is prepaid or collect and the Carrier shall be entitled to all Freight due under all circumstances, ship and/or cargo lost or not lost or the voyage abandoned. All Freight shall be paid when due without any set-off, counter claim, or destination.

collect and the Curies Smith occuries on the Smith of the Smith of the Smith occuries of the Order occuries of the Order occuries of the Order occuries of each of the December of the Order occuries of each of the December occuries of the Order occuries occuried occuries of the Order occuries occuried occuried occuries occuried occuried

amount realissed by such sale.

18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

18.1 Goods, whether packed in Containers or not, may be carried on deck or under deck with 18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

18.1 Goods, whether packed in Continuers or not, may be carried on deck or under deck without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Saw Wayfull any statement of such on-deck carriege. Save as provided in clause 18.2 such Goods (except) twestock) carried on statement of such on-deck carriage. Save as provided in clause 18.2 such Goods (except) twestock) carried on the control of the carried on the carried on the carried on the carried to the carri

19.1 If at any time the carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endouvours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage) the Carrier may at its sole discretion and without notice to the Merchant and whether or not the clarges of the Carrier of the Carrie

earriage) the Carrier may at its sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or
(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suggestions; and place them at the Merchant adjoined at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for the carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods. If the Carrier cleets to use an alternative route under clause 19.1 (a) or to suspend the carriage under clause 19.1 (b) this shall not reprincile as its plat subsequently to abandon the carriage.

19.2 If the Carrier cleats to invoke the terms of this clause 19, then notwithstanding the provisions of clause 19. MOTHER CARRIE CARRIER CARRIER

INDEMNIFY THE CARRIER AGAINST ANY ADDITIONAL COSTS, EXPENSES, DELAYS AND LOSSES CAUSED THEREBY.

20.3 The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as otherwise agreed. If the Merchant fails to do so, the Carrier may without notice unpack the Goods if packed in Containers and/or store the Goods ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereauder, and thereupon all hability whatsoever of the Carrier in respect of the Goods, including for misdelivery or non-delivery, shall cease and the costs of such storage shall forthwish upon demand be paid by the Merchant to the Carrier as opinion the Goods are called to the cost of their value, the Carrier may at its discretion and without prejudic to any other rights which it may have of the cost of the cost of their value, the Carrier may at its discretion and without prejudic to any other rights which it may have of the cost of their value, the Carrier may at its discretion and without prejudic to any other rights which it may have expected to the cost of their value, the Carrier from the Merchant under or in connection with this Sea Waybill.

20.5 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of sale in reduction of the sums due to the Carrier from the Merchant under or in connection with this Sea Waybill.

20.5 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause and for the mitigate any loss or damage thereto shall constitute an absolute waiver and bandonment by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the carriage thereof. The Carrier shall be entitled to an indemnity from the Merchant for all costs whatsoever incurred, including legal costs, for the cleaning and disposal of Goods refused andor bandomed by the Merchant.

21. BOTH TO BLAME COLLISION CLAUSE

21. BOTH TO BLAME COLLISION CLAUSE

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the seventist of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so fin as such loss or liability represents of the control of the

provisions small also apply water use owners, systems as use, as use, as use, as use, as the content of the con

23. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT

The terms of this Sea Waybill shall be separable and, if any term or provision hereof or any part of any term or provision shall be invalid to any extent, it shall be invalid to that extent, but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. This Sea Waybill is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Sea Waybill has been issued pursuant to another contract between the Merchant and the Carrier, when such other contract and this Sea Waybill shall be construed together. This Sea Waybill and its terms and conditions may not be changed orally.

Sea Waybill Standard Edition - 01/2017



SEA WAYBILLS NOTICE TO SHIPPERS

You, as the Shipper or as Agent for and on behalf of the Shipper, have requested that your consignment be carried on our lines against issuance of Sea Waybill(s) (also known as "Express Bills") instead of Bills of Lading.

We wish to hereby draw your attention on some specificities of this type of contract of carriage. Unless You formally notify us of your disagreement within 5 working days of receipt of this notice, this notice shall establish a formal understanding between You and MSC which shall be valid for any subsequent Sea Waybill shipment:

- 1. Without presentation of the relevant Sea Waybill, but merely upon proof of identification, the cargo shall be released to the party named by You as "Consignee" on the Sea Waybill. Presentation of the relevant Sea Waybill shall not constitute proof of identification.
- 2. You shall advise Consignee that he will be required to provide MSC with a signed acceptance of Carrier's Sea Waybill Terms and Conditions of carriage as a pre-requisite to cargo delivery.
- 3. Should You be acting as agent for or on behalf of a principal Shipper, You accept that You are a "Merchant" as defined in MSC's Sea Waybill Terms and Conditions.
- 5. Irrespective of the otherwise agreed terms regarding payment of the Freight and charges, You shall remain ultimately responsible for the settlement of all sums due to MSC.
- 6. If You request that the shipment is delivered to a consignee or to a place other than that named on the issued Sea Waybill, you agree to be governed by, follow and comply with MSC's then current amendment procedures, which shall include the return of all issued Sea Waybill copies. If one of them is lost You must provide a duly signed Letter of Indemnity as per Carrier's standard wording (available on request). You further undertake to indemnify the Carrier, its Agents, Servants, Subcontractors and the Owners of the carrying vessels against all claims, liabilities, losses, costs and expenses arising from or in connection with your request.
- 7. Upon your acceptance of the Sea Waybill draft, You further acknowledge that the contract of carriage is thereby concluded and Carrier's standard Sea Waybill Terms & Conditions agreed.

Yours faithfully,

MSC MEDITERRANEAN SHIPPING COMPANY S.A.