



**MEDITERRANEAN SHIPPING COMPANY S.A.**

12-14, chemin Rieu, 1208 GENEVA, Switzerland  
Website : www.msc.com

SCAC Code: MSCU

**SEA WAYBILL No.  
NON-NEGOTIABLE COPY**

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

NO. & SEQUENCE OF SEA WAYBILLS

NO. OF RIDER PAGES

SHIPPER:

CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)

CONSIGNEE: This B/L is not negotiable unless marked "To Order" or "To Order of..." here.

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

VESSEL & VOYAGE NO. (see Clauses 8 & 9)

PORT OF LOADING

PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2)

BOOKING REF. (or) SHIPPER'S REF.

PORT OF DISCHARGE

PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2)

**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 Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement

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

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 the 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 THE 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 AND ON THE REVERSE SIDE AND THE TERMS AND THE 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 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 Waybill.

DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3)

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

SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A.

PLACE AND DATE OF ISSUE

SHIPPED ON BOARD DATE

### 1. DEFINITIONS

The following definitions shall apply in this Sea Waybill.  
1.1 **MSC** means MSC Mediterranean Shipping Company S.A.  
1.2 **COGSA** means the U.S. Carriage of Goods by Sea Act, 1936.  
**Combined Transport** arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the relevant papers. Combined Transport consists of a Port-to-Port carriage and inland Transport.  
**Container** includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any connected or accessory equipment.  
**Freight** includes the freight and all charges, costs and expenses whatsoever payable by 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 securing materials and equipment used or to be used.  
**Hague Rules** means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 with the express exclusion of Article 9.  
**Hague-Visby Rules** means the provisions of The Hague Rules 1924 as Amended by the Protocol adopted at Brussels on 23 February 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 compulsorily applicable by the law governing this Sea Waybill.  
**Inland Transport** means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge.  
**Merchant** includes the Shipper, Consignee, holder of this Sea Waybill, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods of this Sea Waybill or anyone acting on behalf of this Person.  
**Owner** includes the charterer, corporation, company or any other legal entity.  
**Place of Delivery** means the place at which the Carrier has contracted to deliver the Goods, when such place is other than the Port of Discharge.  
**Place of Receipt** means the place at which the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.  
**Pomerene Act** means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 or any amendments thereto.  
**Port-to-Port** 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, any subcontractors or agents, including but not limited to the agents of the Carrier, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.  
**Vessel** includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilized by the Carrier or its servants.

### 2. CONTRACTING PARTIES AND WARRANTY

2.1 This Sea Waybill is entered into 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 the terms and conditions of this Sea Waybill. The Person defining the terms of this contract of carriage, "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 of this Sea Waybill, the Merchant is acting in full knowledge and with the authority of the owner of the Goods, or of the Person entitled to the possession of the Goods or of this Sea Waybill, or of the Merchant.

### 3. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Sea Waybill. Particular attention is drawn to the provisions concerning additional charges including demurrage, per diem, storage expense 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 subcontract on any terms whatsoever the whole or any part of the carriage, including liability to further subcontract.  
4.2 The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against the Carrier, its servants or attempts to impose upon the Carrier any liability whatsoever in connection with 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 the negligence on the part of such Person. If any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier, its servants and agents, including but not limited to the foregoing, every such servant, agent and Subcontractor shall have the benefit of all terms and conditions of whatever nature contained herein or otherwise benefiting the Carrier under this Sea Waybill, as if the same were made directly to the benefit of the Carrier, its servants and agents, including but not limited to the provisions of clause 5.1. In entering into this contract of carriage, the Merchant shall extend to all claims or allegations of whatever 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 its servants, which is not made against the Carrier or its 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 misdelivery on the part of the Carrier, its servants or agents, or any 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 shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been removed from the Vessel.  
(b) This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague-Visby Rules compulsorily applicable in which case the said Hague or Hague-Visby Rules will apply. 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 whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or after unloading or discharge, then the Carrier shall have the benefit of the right of defence, immunity, limitation and liability provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the period by sea.  
**5.2 Combined Transport** – The Carrier's liability for Combined Transport shall be as follows:  
5.2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is in accordance with clause 5.1 above.  
5.2.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined:  
(a) by the provisions contained in any international convention, national law or regulation applicable to the mode 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) in the absence of such international convention, national law or regulation would have been compulsorily applicable, by 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 shall incorporate by reference. If it is determined 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, or  
(c) if no contract of carriage is compulsorily applicable, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss or damage had occurred during the Port-to-Port section of carriage as provided at 5.1 above, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package.  
5.2.3 Where the loss or damage is 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.  
5.2.4 Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Sea Waybill is done under the Carrier's own responsibility, risk, cost and expense and the Carrier acts as agent only for the Merchant.  
**5.3 Delivery to Customs or Port Authorities** – Where any law or regulation applicable at the Port of Discharge or Place of Delivery requires the Goods to be presented to Customs or Port Authorities to be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be delivery of the Goods. Nothing contained herein is to be deemed to make the Carrier 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 customs or port authorities.  
5.4 Notwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or 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 it is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the COGSA and the Pomerene Act, regardless of whether the Carrier or the Merchant is a U.S. citizen. 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 before loading and after discharge as long as the Goods remain in the custody of the Carrier or its subcontractors, including cargo carried on deck. Nothing contained herein is to be deemed to constitute 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, restriction and liability whatsoever contained in this Sea Waybill shall apply to carriage under the COGSA.  
6.2 For limitation purposes under the COGSA, it is agreed that the meaning of the word "package" shall be any palletised and/or unitised arrangement of cartons which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front thereof.

### 7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject always to the Carrier's right to limit liabilities 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 time of loss or damage. The market value shall be determined by the Merchant. The market value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.  
7.2 (a) If and to the extent the Hague Rules (or the Hague-Visby Rules) are compulsorily applicable to this Sea Waybill by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided for 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 legal tender 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 for an amount in excess of the amount provided for in clause 6.  
7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation than that provided for in this Sea Waybill may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the

Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of this Sea Waybill and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Sea Waybill. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.  
7.4 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country in which the Goods are to be transported, or of any other law, statute or regulation of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel.  
7.5 Where any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all the rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

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

The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this Sea Waybill contract or not and may include Transport of the Goods to or from any facilities used by the Carrier for loading or unloading 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 advanced, delayed or cancelled without notice. In no event shall the Carrier be liable for consequential damages or for any delay in scheduled departures or arrivals of any Vessel or other conveyances used to transport the Goods by sea or otherwise. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the carriage.

### 9. METHODS AND ROUTES OF CARRIAGE

9.1 The Carrier shall have the right to vary the route of the Goods to the Merchant:  
(a) use any means of transport or storage whatsoever;  
(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 whatsoever, whether or not involving the transshipment 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 shortest route) at any time and at any place and at any port of call, and at any place of call (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or more often.  
(d) Any Vessel or other conveyance used for the carriage of the Goods is named on the front hereof and not limited to the use of off-dock storage at any port.  
(e) In complying with any orders or recommendations given by any government or authority or any Person or body of persons or any authority or any government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.  
9.2 The liberties set out in clause 9.1 may be invoked by the Carrier for any purpose whatsoever whether or not the Goods are to be carried by sea. The Carrier shall be liable for unloading other than goods, bunkering or embarking or disembarking any Person(s), undergoing repairs and/or dunnocking, towing or being towed, assisting or messing, making trials and adjusting instruments. Anything done for the purpose of the carriage of the Goods, including anything arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

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

10.1 Notice – loss of or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three (3) days of delivery to the Merchant or its agent. Claims shall be limited in writing and shall be filed in the United States District Court for the Southern District of New York or in any other court in which the Carrier has a place of business.  
10.2 Time bar – In any event, the Carrier shall be discharged from all liability if suit is not commenced within one (1) year after delivery of the Goods or the date that the Goods should have been delivered or lost or damage during the Port-to-Port carriage, and for claims related to loss or damage during inland Transport the shortage of nine (9) months (any time limit provided for by any applicable international convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b).  
10.3 Jurisdiction – It is hereby specifically agreed that any suit by the Merchant, and save as additionally provided below any suit by the Carrier, shall be filed exclusively in the High Court of London and English Law shall exclusively apply, unless the carriage contracted for hereunder was to or from the United States coastwise trade, in which case the law applicable 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 suit in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier in respect of any suit brought by the Merchant, and the Merchant waives any objection to the personal jurisdiction over the Merchant of the above agreed for.  
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 option, bring suit against the Merchant in the fora agreed above, or in the High Court of London and English Law, Port of Discharge, Place of Delivery or in any jurisdiction where the Merchant has a place of business.

### 11. MERCHANT-PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier:  
11.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use.  
11.2 The Carrier shall not be liable for loss of or damage to the Goods caused by:  
(a) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or  
(b) the manner in which the Goods have been loaded 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, or  
(d) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or  
(e) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, or  
(f) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or  
11.3 The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container is delivered by the Carrier with an original seal as affixed by the Merchant or customarily affixed by the Carrier, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.  
11.4 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and whatsoever arising caused by one or more of the matters referred to in clause 11.2, including but not limited 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 Carrier shall deliver the Goods to the Merchant at the carrying temperature noted on the noted temperature, and the Carrier shall exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius while the Goods are in its possession. IT IS THE MERCHANT'S RESPONSIBILITY TO CHECK THE CARRIER'S RECORDING OF TEMPERATURES ON THE CONTAINER ARE AT THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SET THE VENTS. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any temperature. The Carrier has the right not to be obliged to release any Container loaded by the Merchant for the Goods are not in the Container or if the temperature of the Goods is plus or minus 2 degrees Celsius of the contracted carrying temperature.  
12.2 The Merchant must take note that refrigerated Containers are not designed:  
(a) to be used for the carriage of goods which are liable to deteriorate 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 be used for the carriage of goods which are liable to deteriorate 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  
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