



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 Bill of Lading:
Carrier means MSC Mediterranean Shipping Company S.A.
COGSA: means the U.S. Carriage of Goods by Sea Act, 1936.
Combined Transport: arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery in front of the relevant spaces. Combined Transport consists of a Port-to-Port carriage and an 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 charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading, including storage, port dem and demurrage.
Goods: includes the whole or any part of the cargo carried under this Bill of Lading, including any packages, units, marks, labels, marks, or any other identifying marks on or attached to the Goods.
Hague-Visby 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) (hereinafter where applicable, "Hague-Visby Rules").
Notwithstanding anything to the contrary herein it is expressly agreed that nothing herein shall contractually apply the Hague-Visby Rules to this Bill of Lading and they shall apply only when compulsorily applicable by the law governing the contract.
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 Bill of Lading, the receiver of the Goods and any Person writing, entitled to or claiming the possession of the Goods or this Bill of Lading or any other 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, within 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, within such place is other than the Port of Loading.
US Coast Guard Act: means the United States Federal Bill of Lading 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.
Transport: includes the vessel, stevedores, terminal and equipment operators, road and rail transport operators, warehousemen and any independent contractors employed by the Carrier performing the carriage and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity with the Carrier 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 Bill of Lading is between the Carrier and the Merchant. Every Party is deemed to have accepted and agreed to be bound by the terms and conditions of all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Bill of Lading and to pay the Freight due under it without deduction or set-off. The Merchant warrants that in agreeing to the terms and conditions in this Bill of Lading, he is the owner of the Goods and is the duly authorized owner of the Goods or of the Person entitled to the possession of the Goods or of this Bill of Lading.

3. CARRIER'S TARIF
The terms and conditions of the Carrier's applicable Tariff are incorporated into this Bill of Lading. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, per dem, storage expenses and legal fees, etc. A copy of the applicable Tariff can be obtained from the Carrier or its agent and the Merchant is deemed to know and accept such Tariff. In the case of any conflict or inconsistency between this Bill of Lading and the applicable Tariff, it is agreed that this Bill of Lading 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 liability to further sub-contract.
4.2 The Merchant warrants and indemnifies the Carrier against all claims, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any Vessel owned or chartered by any of them any liability whatsoever in connection with the carriage of the Goods or the carriage of the Goods other than in accordance with the Bill of Lading and the provisions of the Hague-Visby Rules or otherwise benefitting the Carrier under this Bill of Lading, 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 insurer for such servants and agents.
4.3 The provisions of clause 4.2, including but not limited to the undertaking of the Merchant contained herein, 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 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 Bill of Lading and the provisions of the Hague-Visby Rules or otherwise benefitting the Carrier against all consequences thereof.

5. CARRIER'S RESPONSIBILITY
5.1 Port-to-Port carriage - The carriage under this Bill of Lading is Port-to-Port:
(a) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence at the time the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.
(b) This Bill of Lading shall be subject to the Hague Rules unless the governing law makes the Hague or Hague-Visby Rules inapplicable in which case the said Hague or Hague-Visby Rules shall apply to this Bill of Lading 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 to include the time when the Goods are loaded on board the Vessel, or the period of discharge, including for misdelivery, then Carrier shall have the benefit of every right, defence, immunity, limitation and liability provided for in the Hague Rules during such period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea.
5.2 Combined Transport - The Carrier's liability for Combined Transport shall be as follows:
5.2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is as set forth in clause 5.1 above.
5.2.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined 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, 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 have accepted by their reference to the Goods. Nothing contained herein shall be deemed to deprive the Subcontractor carrier'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 liability of the Carrier shall be determined by the contract of carriage of the Subcontractor carrier for that 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.
(c) If the place of loss or damage is not ascertained 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.

5.3 Delivery to Customs or Port Authorities - Where any law or regulation applicable at the Port of Loading or Place of Delivery requires the Goods to be delivered to Customs or Port Authorities affected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall 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 customs or port authorities.
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 Bill of Lading shall have effect subject to the provisions of the COGSA and to the provisions of the Pomerene Act regardless of whether said Act would apply of its own force. The provisions of the COGSA 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 the time when the Goods are in the custody of the Merchant or the consignee 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 liability whatsoever contained in this Bill of Lading shall apply to carriage in the US Trade.
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 assemblage 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 hereof.
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, compensation shall be calculated by reference to the market value of the 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 value of the same kind and/or quality of the same kind and/or quality.
7.2 Save as is provided in clause 7.3:
7.2.1 (a) If and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Bill of Lading by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) or otherwise, the Carrier's liability for losses or wrongs occurring during the carriage of the Goods shall be determined by the provisions of those Rules, whichever are compulsorily applicable.
7.2.2 Where the COGSA applies 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.
7.2.3 Where COGSA applies by virtue of clause 5, neither the Carrier nor the Vessel shall in any event be liable to become liable for claims or damages in excess of the maximum liability per 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 Bill of Lading 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 Bill of

Lading and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.
7.4 Nothing in this Bill of Lading 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 Bill of Lading, or which 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. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES
8.1 The scope of voyage covered by this Bill of Lading shall include usual or customary or advertised ports of call whether named in this Bill of Lading contract or not and may include transport of the Goods to or from any facilities used by the Carrier as part of the carriage, including but not limited to off-dock storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or off 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 conveyance 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 may at any time and without notice to the Merchant:
(a) use any means of transport or storage whatsoever;
(b) transship or repackage the Goods 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, even though transhipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;
(c) load and unload the Goods by any route (whether or not the nearest or most direct 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 order specified in this Bill of Lading, and to call at any port or place for any purpose (whether or not for the purpose of loading or unloading 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;
(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) employ any means of transport, storage, handling, forwarding, or for claims related to loss or damage during Inland Transport the shorter of nine (9) months or any time limit provided for by any applicable international convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b).
9.2 The Carrier shall be liable for any loss or damage to the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any Person(s), undergoing repairs and maintenance, or any other operations, and for claims related to loss or damage during Inland Transport the shorter of nine (9) months or any time limit provided for by any applicable international convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b).
10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION
10.1 Notice - loss or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within 90 days of delivery to the Carrier or its agent. Claims shall be submitted in writing addressed by the Merchant to the Carrier's agent at the Port of Discharge.
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 for the Port of Discharge, or the date of the Port of Discharge, and for claims related to loss or damage during Inland Transport the shorter of nine (9) months or any time limit provided for by any applicable international convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b).
10.3 Jurisdiction - It is hereby specifically agreed that any suit by the Merchant, and save as additionally provided below any suit by the Carrier, shall be filed exclusively in the High Court of London and English Law shall exclusively apply, unless the carriage contracted for hereunder was not to or from the United States of America, in which case suit shall be brought 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 suit in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier in any such suit and in any event the Merchant waives any objection to the personal jurisdiction over the Merchant of the above agreed fora.
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 United States of America, in which case suit shall be brought exclusively 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 suitability or otherwise of the Container, or (c) the suitability or otherwise of the Container or the incorrect setting of any refrigeration control or other control, or (d) the manner in which the Goods are packed, stowed, stuffed or secured in the Container, or (e) the manner in which the Goods are packed, stowed, stuffed or secured in the Container, or (f) the manner in which the Goods are packed, stowed, stuffed or secured in the Container, or (g) the manner in which the Goods are packed, stowed, stuffed or secured in the Container, or (h) the manner in which the Goods are packed, stowed, stuffed or secured in the Container, or (i) the manner in which the Goods are packed, stowed, stuffed or secured in the Container, or (j) the manner in which the Goods are packed, stowed, stuffed or secured in the Container, or (k) the manner in which the Goods are packed, stowed, stuffed 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