

Hamburg Süd Sea-Waybill Terms & Conditions

Version: 325-072 01.09 WU

RECEIVED for shipment as specified on the reverse side hereof in apparent good order and condition unless otherwise stated, to be delivered at the Port of Discharge or Place of Delivery, whichever applies, SUBJECT TO THE TERMS AND CONDITIONS OF THE CARRIER'S UNIFORM BILL OF LADING AND TARIFF(S) APPLICABLE TO THE RELEVANT TRADE WHICH ARE MUTATIS MUTANDIS APPLICABLE TO THIS WAYBILL AND WHICH ARE INCORPORATED HEREIN (copies of which may be obtained on request from the Carrier, its agents or regulatory body concerned). **Complete Bill of Lading Terms and Conditions are also available on www.hamburgsud.com.** Except for live animals and Goods carried on deck (excluding that carried in Containers on deck), and unless compulsorily applicable legislation provides otherwise, these Terms and Conditions apply from the time the cargo has been received at the Place of Receipt or Port of Loading until delivered (or should have been delivered) at the Port of Discharge or Place of Delivery, whichever shall be applicable, and during the entire time the Carrier is responsible for the Goods or Containers or other packages, in accordance with German law making the Hague Rules 1924 and Visby Amendments 1968 (hereinafter collectively Hague Legislation) applicable. Where, however, the shipment is to, through or from a U.S. port or place, the Carriage of Goods by Sea Act of the United States, 1936 shall govern the Carrier's entire period of responsibility hereunder. Notwithstanding which law applies, all claims, disputes, suits or proceedings arising hereunder or in connection therewith shall exclusively be decided by the courts of the City of Hamburg and no other courts. Carrier's limitation of liability shall be determined as set forth in clause 3 of Carrier's Uniform Bill of Lading. The contract evidenced by this Waybill is deemed to be a contract of carriage within the meaning of Hague Legislation. Moreover, this Waybill is not a document of title to the Goods, and delivery will be made to named Consignee or its authorized designee. Should the Consignee wish delivery to be made to a person or to premises other than as shown in "Consignee" box on the reverse side hereof, then prior written instructions from the Consignee must be received by the Carrier or its duly authorized agent. The Merchant's attention is directed to the Terms and Conditions of the Carrier's Uniform Bill of Lading incorporated herein, particularly but not limited to Clauses 1, 3, 4, 12, 16, 17 and 19 thereof. The Merchant undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any person other than in accordance with the Terms and Conditions of this Waybill. In the event of a conflict between the Terms and Conditions of this Waybill and the Terms and Conditions of the Carrier's Uniform Bill of Lading, those of the Uniform Bill of Lading shall prevail.

The Carrier is committed to the concept of supply chain security. Merchant ensures the sealing of all packed containers immediately after stuffing is completed and before placing them at Carrier's disposal for all destinations. Only high security seals must be used. Unless any national law or other binding legislation/regulations - compulsorily applicable - provide otherwise, all seals must meet the specifications for high security seals issued by the International Organisation for Standardization under ISO/PAS 17712 and any subsequent amendment or new definition thereof. Merchant agrees to provide in writing details of the precise contents of Containers and the seal number(s), when giving shipping instructions to the Carrier. If Merchant fails to comply with the above mentioned obligations, Merchant is responsible for all costs resulting therefrom and for all resulting liabilities and responsibilities whatsoever.

In furtherance of Clause 3. h) of Carrier's Uniform Bill of Lading, there shall be no liability in respect of loss of or damage to any valuables whatsoever, including, but not limited to, specie, bullion, precious or rare metals or stones, plate, jewelry, works of art or other objects of a rare or precious nature, bank notes or other forms of currency, bonds or other negotiable instruments, whether the value is declared or not unless the contract of carriage and the spaces, apparatus and means used for the carriage and the instructions given for the safe custody thereof have been approved in writing by the Carrier before shipment. Terms and place of delivery by Merchant to Carrier and by Carrier to Merchant must expressly be agreed between the parties in writing before shipment. Carrier shall only be liable for goods within the period expressly agreed as before mentioned and based on the Terms and Conditions of Carrier's Uniform Bill of Lading.

IF A DECLARED VALUE IS ENTERED IN THE "DECLARED VALUE" BOX ON THE REVERSE SIDE HEREOF, IT WILL BE VOID AND OF NO EFFECT UNLESS (1) A DECLARATION OF VALUE WAS MADE IN WRITING PRIOR TO SHIPMENT **AND** (2) THE AD VALOREM RATE PER TARIFF HAS BEEN PAID AT OR PRIOR TO TIME GOODS RECEIVED FOR SHIPMENT. SEE CLAUSE 16 OF CARRIER'S UNIFORM BILL OF LADING. (IF CHECK IN PAYMENT OF AD VALOREM RATE FAILS TO CLEAR FOR ANY REASON, CONDITION (2) NOT MET).

NOTE: "HAMBURG SÜD" refers to "Hamburg Südamerikanische Dampfschiffahrts-Gesellschaft KG, the CARRIER, Willy-Brandt-Straße 59, 20457 Hamburg, Germany".