

Short Form Non-Negotiable Sea Waybill

The contract evidenced by this Waybill is subject to the exceptions, limitations, conditions and liberties (including those relating to pre-carriage and on-carriage) set out in our current Combined Transport Bill of Lading. In the case of carriage to or from the United States of America, the provisions of the United States Carriage of Goods by Sea Act 1936 (COGSA) shall apply to the contract as if it were a Bill of Lading and in all other cases the Hague Rules (excluding Article IX) or the Hague Visby Rules (whichever may be applicable) shall apply to the contract as if it were a Bill of Lading. Where COGSA applies, the contract evidenced by this Waybill is to be governed by United States law and the United States Federal Court Southern District of New York is to have exclusive jurisdiction to hear all disputes hereunder. In all other cases the contract evidenced by this Waybill is subject to English law and jurisdiction. The Shipper accepts the said exceptions, limitation, conditions and liberties on his own behalf and on behalf of the Consignee and the Owner of the goods and warrants that he has authority to do so. The Consignee, by presenting his Waybill and/or requesting delivery of the goods, however, undertakes all liabilities of the Shipper hereunder. Such undertaking being additional and without prejudice to the Shippers own liability. The benefit of the contract evidenced by this Waybill shall thereby be transferred to the Consignee or other persons presenting this Waybill and/or requesting delivery of the goods. Where COGSA applies, the carrier, his Servants and Agents will not be liable for any amount in excess of US\$ 500 per package or customary freight unit unless the value of the goods is declared to the Carrier before shipment and is inserted on the reverse side of this Waybill. A copy of the Combined Transport Bill of Lading terms applicable hereto may be inspected or be supplied on request at any of our offices of Agents.