

STREAMLINES N.V. Received in apparent good order and condition unless otherwise indicated herein from the shipper named in this Sea Waybill for carriage, inter alia as the case may be on board the ocean vessel named herein or substitute, the goods or packages of merchandise stated to be marked, numbered and described on the Invoice, manifest, tally, receipt, bill of lading, weight, measurement, and value (unknown) to be conveyed via any port or ports and as otherwise provided herein and delivered to the Consignee named herein, at the port of discharge named on the reverse side hereof (or as near thereto as she may safely get). In accepting this Sea Waybill the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions whether printed, stamped or written, or otherwise incorporated therein on the front or on the back.

## CONDITIONS OF CARRIAGE

Special Provisions herein override general provisions in as far as contradictory.

**DEFINITIONS**  
In this Sea Waybill both on the front and on the reverse, the terms mentioned hereunder shall have the following meaning:

- 'Carrier'** Carrier is Streamlines N.V., registered at Kaya Flamboyan 11, Willemstad, Curaçao, Netherlands Antilles.
- 'Merchant'** Includes Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Sea Waybill, any Person having a present or future interest in the Goods and anyone acting on behalf of any such Person.
- 'Goods'** Includes the cargo supplied by the Merchant and includes any Container whether or not subject to the control of the Merchant.
- 'Container'** Includes any Container, trailer, transportable tank, lift van, pallet, flat or any similar article of transport used to consolidate Goods.
- 'Reefer Container'** Means a container, which is refrigerated or temperature controlled.
- 'Carriage'** Means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.
- 'Combined Transport'** Arises when the shipment is from one port to another with Pre- and/or On carriage, which is Transport to be indicated overleaf in box 4 and/or box 7. This may include storage prior to and/or subsequent to the Sea Carriage in the Port of Loading or in or near to the Port of Discharge. "Ocean Transport" Arises when the shipment consists of one port to another without Pre- or On carriage but which transport includes storage prior and/or subsequent to the carriage in the Port of Loading or in or near the Port of Discharge.
- 'Precarriage and Oncarriage'** Shall include any carriage by land, water or air which participates in the intermodal transportation of Goods moving under this Sea Waybill from the Place of Receipt to the Port of Loading in the case of Precarriage and from the Port of Discharge to the Place of Final Delivery in the case of Oncarriage.
- 'Subcontractor'** Includes owners and operators of the vessels (other than the Carrier), managers, agents, stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in the performance of the Carriage.

### 2. SEA WAYBILLS

- The Merchant warrants that in accepting this Sea Waybill he agrees to the terms hereof and that he is, or has the authority of the person, owning or entitled to the possession of the Goods, or has the authority of any person who has a present or future interest in the Goods.
- This Sea Waybill is to be used for Combined Transport, with or without carriage or storage prior or subsequent to the Sea Carriage to or from, respectively in or near to the Port of Loading or Discharge, which is to be indicated on the face hereof, in accordance with the actual situation and with the definitions under article 1 hereof.
- The titles of articles hereof are printed for Merchant's convenience only and said titles shall not be considered binding for purposes of construing any clause and/or term and/or word.
- No servant or Agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and specifically authorized or ratified in writing by the Carrier.
- In no event shall the Carrier be liable for any loss or damage resulting from issuing a Sea Waybill incorrect or erroneous statements. The Merchant is not entitled to issue or use self-printed or self-made stamps. The Merchant shall be liable for all consequences including any loss or damage whatsoever, howsoever arising from the issuance or use of self-made or self-printed stamps.
- The Shipper upon entering into the contract of carriage does so not only on his own behalf but also as agent for and on behalf of the Consignee, and warrants to the Carrier that he has authority to do so.
- Unless the Shipper has exercised his option under subparagraph (b), he shall be the only party entitled to give the Carrier instructions in relation to the contract of carriage. He shall be entitled to change the name of the Consignee at any time up to the Consignee claiming delivery of the goods after their arrival at destination, provided he gives the Carrier reasonable notice in writing, thereby undertaking to indemnify the Carrier against any additional expense caused thereby.
- The Shipper shall have the option, to be exercised not later than the receipt of the goods by the Carrier, to transfer the right of control to the Consignee. The exercise of this option must be notified on the Sea Waybill, similar document, if any. Where this option has been exercised, the Consignee shall have such rights as are referred to in subparagraph (a) and the Shipper shall cease to have such rights.

### 3. CARRIER'S RESPONSIBILITY

- General provisions**
  - Clause Paramount**

This Sea Waybill is subject to the CMI Uniform Rules for Sea Waybills. Subject to article 12 and to part (3) of this article below, this Sea Waybill insofar as it relates to Sea Carriage shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA in this Sea Waybill) and in the absence of such legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA in this Sea Waybill) is subject to U.S. or Canadian law respectively shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America and Regulations thereunder apply to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the Vessel the Carrier's responsibility shall instead be determined by the provisions of article 4. hereof, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.
  - When the Hamburg Rules apply,** same shall be deemed incorporated herein, but only to the extent that the said Rules apply compulsorily.
  - Period of Responsibility**

If the place of receipt or Precarriage (box 4 and/or 5) is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage is caused by the unsuitability of the Goods or by the tackle of the Ship is connected with the Goods for loading, or, in case of shore cranes being used, when the Goods cross the Ships rail, unless the Sea Waybill reads "Free in and out stowed", in which case the Carrier will not be liable prior to disconnection of the tackle and loading, stowing and/or trimming of the Goods in the Vessels holds, as the case may be. If the Place of Delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises subsequent to discharge from the Vessel, which will mean when the tackle is disconnected in the process of discharging or, in case shore cranes are being used, when the Goods cross the Ship's rail, unless the Sea Waybill reads "Free in and out stowed", resp. "Lifted on and out stowed", in which case the Carrier's liability will end with the opening of the Vessels hatches in the Port of Discharge but in any case with the commencement of the discharge.
  - Limitation of liability**

The Carrier shall be entitled to (and nothing herein shall operate to deprive or limit such entitlement) the benefit of and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the Vessel(s) on which the Goods are carried.
  - Delay/consequential damage**

The Carrier shall be liable for any loss sustained by the Merchant through delay of the Goods, unless, but then only to such extent that the contract of carriage is compulsorily subject to the Hamburg Rules, nor shall the Carrier be liable for any indirect or consequential damage, howsoever and whenever caused.

- Special Provisions: Ocean Transport**
  - Ocean Transport** shall be deemed to be in force prior and subsequent to the carriage.

In case of Ocean Transport as per article 1 (h), not including storage prior, nor subsequent to the carriage in the Port of Loading or Discharge as per part (1) of this article, the liability of the Carrier for loss of or damage to the Goods shall not commence before loading and shall cease after discharging, all as described in part (1) sub (b) of this article. Goods in the custody of the Carrier before loading and after discharge from the Ship shall be deemed to be in the custody of the Carrier, whether awaiting shipment, landed, or stored, or put into trucks, railway wagons and/or any other means of conveyance or craft belonging to the Carrier or not, or pending transhipment, are in such custody at the sole risk of the Merchant, and the Carrier, as Carrier or in any other capacity whatsoever, shall not be liable for loss or damage arising or resulting from any cause whatsoever, such as handling, unloading, or any other operations, or any other operations whatsoever, compulsorily subject to the Hamburg Rules, the period of responsibility shall be limited to the time that the Carrier is in charge of the Goods.
  - Ocean Transport with storage prior to the Sea Carriage.**

In case of Ocean Transport, including storage prior to the carriage in the Port of Loading as described in article 4. hereof, the liability of the Carrier for loss of or damage to the Goods shall commence at the moment that the Goods have been taken into custody for storage by the Carrier in the place designated for storage. Unless clause (c) hereof applies as well, liability shall cease as described above in clause (a) hereof.

- Special Provisions: Combined Transport**
  - General**

In case of Combined Transport, as per article 1 (i), the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the place of receipt (or of Precarriage) or the Port of Loading, to the Port of Discharge or the place of delivery, and, save as is otherwise provided herein the Carrier shall be liable for loss or damage occurring during the carriage to the extent set out hereunder:

    - If the stage of the carriage where loss or damage occurred is not known:
      - Exclusions**

The Carrier shall in any case be relieved from liability for any loss or damage if such loss or damage has resulted from:
        - in an act or omission of the Merchant,
        - insufficiency of or defective condition of packing or marking,
        - handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant,
        - compliance with instructions of the person entitled to give them
        - in the act or omission of the Goods,
        - strike, lock-out, stoppage or restraint of labour,
        - any nuclear incident,
        - any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
      - Burden of proof**

The Burden of proof that loss or damage was due to one or more of the causes or events specified in this clause (3) (a) (I) (A) shall rest upon the Carrier, save when the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, specified in this clause (3) (a) (I) (A) (i), (ii), (iii), or (iv). The Merchant shall, however, be entitled to prove that the

loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

- If the stage of the carriage where the loss or damage occurred is known:
  - Notwithstanding anything provided for in this clause (3) (i) and subject to article 12, if it is known during which stage of the carriage or storage the loss or damage has occurred, the liability of the Carrier in respect of such loss or damage shall be determined:
    - by an international convention or national law the provisions of which
      - cannot be departed from by private contract to the detriment of the Merchant;
      - would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the carriage or storage where the loss or damage has occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;
    - by the Hague (Visby) Rules (or COGSA in U.S. or COGWA in Canada, if applicable) in case no international convention or national law is applicable, if the loss or damage is known to have occurred at sea or on inland waterways; or
    - by the provisions of clause (3) (ii) (i) the provisions of clause (3) (ii) (A) and (B) above

For the purpose of this clause (3) (ii), references in the Hague (Visby) Rules (or COGSA or COGWA) or Hamburg Rules shall be construed accordingly.

### 4. U.S. A. CLAUSE

- If the Sea Waybill covers the transportation of Goods to or from ports in the United States of America, this Sea Waybill is subject to the provisions of the Carriage of Goods Act, 1924, which shall be incorporated herein, and the provisions of said act shall govern before loading and after discharge and throughout the entire time the Goods are in the custody of the Carrier.
- If anything herein contained be invalid or unenforceable under the provisions of said Act, such circumstances shall not affect the validity or enforceability of any other part or term hereof.
- The Carrier shall not be liable for loss or damage to the Goods or delay of or to Goods while the Goods are not in its actual custody.

### 5. JURISDICTION/APPLICABLE LAW

- All actions under this contract of carriage against the Carrier shall exclusively be brought before the competent Court at Rotterdam.
- In far as anything has not been dealt with by the terms and conditions hereof, Dutch Law shall apply.

### 6. SUBSTITUTION OF VESSEL, TRANSHIPMENT AND FORWARDING

The Carrier shall be at liberty to subcontract on any terms the whole or any part of the carriage, loading, unloading, stowage, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the subject matter of this contract of destination by the said or other Vessel or Vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the Goods or part of them beyond their point of destination, and to tranship, land and store the Goods either on shore or afloat and respin and forward the same to destination.

The intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding and returning to or stopping or slowing down at or off any ports or places for any purpose connected with the service including bunkering and/or maintenance of Vessel and/or matters relating to the Crew.

**7. LIGHTERING**  
The Carrier has the option to load/discharge the Goods into lighters or any other craft and such operation shall be at the sole risk and expense of the Merchant, unless expressly agreed otherwise. The Carrier shall neither be liable for any risk to the Goods arising while they are being moved from the Vessel to the warehouse or from the warehouse to the Vessel. Any lightening in or off port of discharge to or from a warehouse or other place shall be at the risk of the Merchant.

### 8. LOADING, DISCHARGING, NOTIFICATION, DELIVERY AND OPTIONS

- Loading and discharging from the means of transport may commence without prior notice.
- Any mention herein of parties to be notified of the arrival of the Goods is solely for Carrier's convenience. No liability attaches to the Carrier for failure to give such notification or for any other notification in connection with the Carriage hereunder, nor does such failure relieve the Merchant of its obligation hereunder.
- The Goods contracted for shipment shall be brought alongside the Ship ready for loading either on the quay, midstream or in open roads, at the latest upon arrival of the Ship. Goods contracted for Combined Transport shall be ready for loading upon arrival of the means of transport at the place of receipt.
- The Goods shall be loaded as fast as the Ship or other means of transport can receive, also, if requested, outside the ordinary working hours, during the night, on Saturdays, Sundays and Holidays, notwithstanding any custom of the port, any extra expenses incurred thereby to be borne by the Merchant, unless expressly agreed otherwise.

The Carrier is not liable for any loss or damage to the Goods when the Ship or other means of transport is ready to load, the Ship or other means of transport is not obliged to wait for and/or load such Goods and is, without prejudice to the right of claiming time lost for waiting, at liberty to continue its voyage or depart for other purposes without further notice, and the Merchant will have to pay deadfreight. The Merchant cannot appeal the loading places.

- If the Merchant is obliged to take delivery of the Goods or any part thereof at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof and/or otherwise to take delivery in accordance with the conditions hereof, or if he fails to do so promptly, the Ship or other means of transport shall be at liberty and/or the Carrier shall be entitled, with or without notice, to deposit the Goods or that part thereof in lighters, on quay or where in warehouse or other place, or on the like, and/or to unload the Goods or that part thereof (also if stowed in Container) and/or store the Goods or that part thereof afloat, in the open or under cover, which shall constitute due delivery under the contract of carriage by placing the Goods at the disposal of the Merchant, and the Carrier's liability in respect of the Goods or that part thereof deposited, unstowed or stored as aforesaid (as the case may be) shall thereupon wholly cease, and the contract of carriage shall then be considered as having been fulfilled. Such option can be exercised for the total quantity hereunder only.
- Furthermore, the quay and port dues charged on the basis of the Goods shall be for Merchant's account, along with any additional expenses resulting from the Ship or discharge being delayed as a consequence of the way of stowing.

- The Merchant is obliged to furnish with optional Ports of Discharge or places of delivery, to be issued. The Port of Discharge or place of delivery must be declared, in writing or by telex, to the Carrier not later than two days before the Vessels' or other means of transport's expected arrival at the first (geographical rotation) optional port. In the absence of such declaration the Carrier may elect to place the Goods at the disposal of the Merchant at the first or any other optional port or place and the contract of carriage shall then be considered as having been fulfilled. Such option can be exercised for the total quantity hereunder only.
- The Carrier shall deliver the goods to the Consignee upon production of proper identification. The Carrier shall be under no liability for wrong delivery when he has exercised reasonable care to ascertain that the party claiming to be the Consignee is in fact that party.

### 10. AGENCIES

The Carrier or his Agents may at their discretion sell unclaimed and perishable Goods forthwith and frozen or other unclaimed Goods after three months from date of discharge and payment to the Owners of the Goods of the net proceeds of the sale less freight and charges, if any, shall free the Carrier from all liability.

### 11. CONTAINERS, OPTIONAL STOWAGE, CONSOLIDATION

- Goods may be stowed by the Carrier as received, or, at the Carriers' option by means of pallets, Containers, trailers, vehicles, or by any other means of transport used to consolidate Goods.
- The Goods, whether stowed as afloat or not or received in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.
- If the means of consolidated transport accepted for transportation is Containers and the contents were packed and stowed inside the Container by or on behalf of the Shipper and not by or on behalf of the Carrier:
  - The Carrier shall be under no liability in the event of loss of or damage to any of the Goods directly or indirectly caused by the manner in which the contents have been packed and/or received inside the Container or by the unsuitability of the contents for Container carriage or by the unsuitability or defective condition of the Container.
  - The Merchant hereby agrees to indemnify the Carrier against any loss, costs or expenses which the Carrier may suffer, or liability to any person which the Carrier may incur, on account of personal injury or loss of or damage to any property due to the manner in which the contents have been packed and/or received inside the Container or due to the unsuitability or defective condition of the Container.
  - The Merchant further agrees to indemnify the Carrier against any additional expenses, fines, duties and taxes which the Carrier may incur by reason of errors or omissions in the marks, numbers or descriptions of the Containers or its contents.
- Any means of consolidated transport accepted for transportation of Goods have been stowed shall be deemed for all purposes to constitute one package or unit only and the liability of the Carrier shall not exceed the limit of liability as per article 1 (c) hereof.
- The Carrier shall be entitled, but under no obligation, to open any container, whether sealed or not, at any time and to inspect the contents. If it thereupon appears that the contents or any part packages are damaged, the Carrier shall be liable for such damage, but not for any further or any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to have been packed and received inside the Container or to be in the custody of the Carrier. The Merchant shall indemnify the Carrier against any reasonable additional expenses so incurred. If the Carrier has no responsibility whatsoever for the functioning of reefer Containers or trailers, not owned or leased by the Carrier.

### 12. DECK GOODS AND LIVE STOCK

- Goods not being stowed in Containers carried or to be carried on deck and stowed hereon to be so carried, and live stock (whether or not carried on deck) are received, stowed, carried, kept, discharged, delivered and otherwise handled at the Merchant's risk and the Carrier shall not be liable for any loss, damage, injury, illness, death and/or delay of whatever nature and howsoever caused, even if due to unseaworthiness or unfitness of the Vessel or other means of transport or negligence on the part of the Carrier, its employees, Agents, or sub-contractors or in the case of deviation.
- The Merchant's approval (when or where required) of initial or subsequent stowage of the Goods in Containers on deck shall be deemed to be given by acceptance hereof, whether or not the Goods are stowed hereon to be carried on deck.
- If in any instances of stowage of Goods have been given to the Master or Carrier, in their sole discretion, to decide livestock may be destroyed or thrown overboard without any liability attaching to the Carrier.
- The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever, and against any loss or damage or liability suffered or incurred, in connection with the carriage of such livestock.

### 13. FREIGHT AND OTHER CHARGES

- Freight is due, and shall be considered as fully earned and non returnable in any event, upon receipt of the Goods by the Carrier for Ocean Transport or Combined Transport, respectively for storage prior to such carriage, or for the Ship and/or Goods lost or not, whether the Goods arrive in sound, damaged or in leaking condition.
- Freight is due, whether the Carrier acts as Carrier or (in part or in whole) as Forwarder only, in accordance with article 3 (3) (b) hereof.
- The Freight payable hereunder has been calculated and based on particulars furnished by or to the Merchant. The Carrier may at any time inspect any Container or package under its control, inspect, reweigh, remeasure or revolve the Contents; and, if the particulars furnished by

the Owner or the Merchant are incorrect, it is agreed that the Carrier is entitled to claim, as liquidated damages to the Carrier, double the amount of Freight which would have been due if such declaration had been correctly furnished, notwithstanding any other sum having been stated hereon as Freight payable. For the purpose of ascertaining the actual Freight the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified, all expenses being paid by the Merchant unless the description of the Goods is found to be correct.

- Freight, demurrage, detention, deadfreight and all Charges must be paid without any counterclaim, deduction or set-off, at the place of the Goods to the Merchant. The Carrier's claim for any Charges under this contract shall be payable as soon as they have been incurred. Interest at 12% per annum or pro-rata shall run from the date Freight and Charges, however named, are due. In any event the persons denominated "Merchant" are jointly and severally liable for Freight, additional and any Charges due in connection with the performance of this contract of carriage.
- Freight and Charges shall be payable in the currency in which the Goods are freighted or, weighing on board and expenses incurred in repairing damage and replacing of packing, and for all expenses caused by extra handling of the Goods for any reason whatsoever.
- Furthermore any dues, duties, taxes and Charges which under any denomination may be levied on any basis shall be paid by the Merchant.
- Freight and Charges shall be payable in the currency in which the Goods are freighted or at Carrier's option in the currency of the country of the Port of Loading or Port of Discharge, in each case converted at the highest rate of exchange on the date of booking or shipment or date of payment, whichever is the higher.
- The remark "Freight prepaid" is only valid if signed by the Carrier or his Agents.
- The Merchant is liable for the payment or collection of whatsoever taxes, duties, etc. on the Goods and/or freight and/or the Vessel having cargo on board. Such levies to be paid by the Merchant.

### 14. DESCRIPTION AND PARTICULARS OF GOODS

- The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and are unknown to the Carrier who has no knowledge of the number, weight, contents, marks and/or any other particulars of the Goods and who shall be under no responsibility whatsoever in respect of, nor be bound by, such description and particulars.
- The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof, and any other particulars furnished by or on behalf of the Merchant, are correct, and the Merchant shall indemnify the Carrier against all loss, delay, damages and expenses, including freight and charges, resulting from any error, omission or inaccuracy of such particulars.
- Particularly the Merchant warrants to the Carrier that no drugs and/or other contraband will be hidden in or form part of or are being packed with or within the Goods. In case of breach of this warranty the Merchant shall indemnify the Carrier as set out in clause (2) hereof.

### 15. DANGEROUS GOODS

- The Merchant is liable for the carriage of a dangerous nature to the Carrier, he shall inform him in writing of the exact nature of the danger and indicate, if necessary, the precautions to be taken.
- Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless without any compensation; and the Merchant shall be liable for any loss, expenses, loss or damage, arising out of the handling over for carriage, or out of carriage of such goods.
- If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the Ship or the Goods, they may in the like manner be landed at any place or destroyed or rendered innocuous by the Carrier without any liability on the part of the Carrier except to General Average, if any.

### 16. CARRIAGE AFFECTED BY CONDITION OF GOODS, CUSTOMS REGULATIONS

- If it appears at any time that the Goods cannot safely or properly be carried or on-carried further, either at all or without incurring any additional expense or taking any measure(s) and/or incur any additional expenses to carry or to continue the carriage thereof, and/or abandon the carriage and/or store the same ashore or afloat, under cover or in the open, at any place, with abandonment or storage shall be deemed to constitute the placing of the Goods at the disposal of the Merchant and due delivery hereunder. The Merchant shall indemnify the Carrier against any additional expense so incurred.
- The Merchant is obliged to comply with all regulations and requirements of port, customs or any other authorities, to provide Carrier with such information as it may reasonably require to comply with such regulations and requirements, and to pay and/or indemnify the Carrier and/or the Owners of other Goods on board for detention of a Ship or Goods and for all costs, losses, damages, duties, fines of whatever nature, incurred or suffered in consequence of the non-observance, incorrect fulfillment, non-provision or non-time provision thereof.
- If the Goods are not permitted to be delivered or imported, the Carrier shall be at liberty to dispose thereof, even by destroying, or to return to re-ship such Goods to the Port of Loading or any other port, all at the risk and expense of the Merchant. The Carrier shall not be considered as having complied with his obligations under this contract, and the Goods will be deemed to have been placed at the disposal of the Merchant.

### 17. LIEN

The Carrier shall have a lien on the Goods and on any documents relating thereto for any amount due by the Merchant under this contract and any earlier contracts and the costs of recovering what is due to the Carrier and shall be entitled to sell the Goods by public auction or privately, without notice to the Merchant.

### 18. IDENTITY OF CARRIER

- The contract evidenced hereby is between the Merchant and Streamlines N.V. as Carrier. If, despite the fact that the Merchant is obliged to take delivery of the Goods or any part thereof at all limitations of and exonerations from, liability provided for by law or hereby shall be available to such other.
- It is further understood and agreed that as the company or Agents who have executed this Sea Waybill are not a principal in the transaction, said company or Agents shall not be under any liability to the Merchant or to the Consignee, but only as bailee of the Goods.

### 19. BOTH TO BLAME COLLISION AND NEW JASON CLAUSES

Both to Blame Collision and New Jason clauses as recommended by BIMCO, latest version, shall be deemed to be incorporated herein.

### 20. GENERAL AVERAGE AND SALVAGE

- General Average shall be adjusted at any port or place at Carrier's option and to be settled in Rotterdam according to the York-Vermeer Rules 1994, or any modifications thereafter. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Merchant's share of the loss, damage or expense incurred by the Goods and who shall be deemed to be acting in the nature that may be made or incurred, and shall pay Salvage, Salvage charges and other charges incurred in respect of the Goods.
- If a salving Vessel is owned or operated by the Carrier, Salvage shall be paid for as fully as for the salving Vessel or Vessels belonged to third parties.
- Where the Merchant is liable to contribute to the General Average Contributions of the Goods and/or any Salvage and/or special charges thereon as well as for making such deposits to the Carrier as the Carrier may deem sufficient to cover the estimated amount of such contribution and/or Salvage and/or charges. Such payments and deposits shall not prejudice Carrier's lien on the Goods and shall be made as required by the Carrier before or after delivery of the Goods.
- The Merchant shall be liable to contribute to the Carrier's request the value of the Goods for the purpose of determining the aforesaid amounts.
- The Merchant agrees that damage to and expenses and sacrifices incurred by the Vessel, even if caused by the inherent vice or unseaworthiness of the Vessel, or by fault or neglect of the Master or Crew, shall be considered as matters of General Average and shall be contributed to the Merchant account.

### 21. EXEMPTIONS AND IMMUNITIES OF ALL SERVANTS AND AGENTS OF THE CARRIER

- It is hereby expressly agreed that no servant or Agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay arising or resulting directly or indirectly from any act or omission or default on his part or acting in the course of or in connection with his employment and every exemption, limitation, condition and liability herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or Agent of the Carrier acting as aforesaid. For the purpose of this article the term "Agent" shall include any person, firm or company deemed to be acting as Agent or trustee on behalf of or for the benefit of all persons who are or might be his servants or Agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced hereby.
  - The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or received by the Carrier or by any other person from such servant or Agent of the Carrier for any such loss, damage or delay or otherwise.
- GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.**
    - The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or authority, or given in writing to the Carrier or to his representative at the place of delivery or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.
    - Should it appear that the performance of the transport would expose the Vessel or any Goods on board to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, blockades or any other cause, the Carrier or his representative shall be deemed to be acting in the name of freedom, or that any such risk has increased, the Goods to be discharged at the Port of Loading or any other convenient port at Master's discretion.
    - Should it appear that epidemics, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts, any of which on board or on shore, difficulties in loading or discharging would prevent delivery from being made at the Port of Loading or on shore, or on shore, or on shore, or on shore, or discharging in the usual manner and leaving again, all of which safely and without delay, the Goods to be discharged at the Port of Loading or any other convenient port at Master's discretion.
    - The discharge under the provisions of this clause of any Goods for which a Sea Waybill has been issued shall be deemed due fulfillment of the contract. If in connection with the exercise of any of the above mentioned powers of the Carrier or his representative the Merchant is obliged to pay, in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the Goods.
    - If any situation referred to in this clause may be anticipated, or if for any such reason the Vessel cannot safely and without delay reach or enter the destination port or must undergo repairs, the Carrier may cancel the contract of carriage of the Sea Waybill.
    - The Merchant shall be informed as soon as practicable.

### 22. NOTICE OF CLAIMS

- The Carrier shall be deemed prima facie to have delivered the Goods as described herein unless notified of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shortly after their arrival in writing to the Carrier or to his representative at the place of delivery or the Port of Discharge if no place of delivery is named on the face hereof before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof hereunder, or if the loss or damage is not apparent, within three working days after delivery.
- In any event the Carrier shall be deemed to have delivered the Goods in respect of loss or damage unless suit is brought within the time specified for delivery of the Goods or the date when the Goods should have been delivered, resp. two years in as far as the Hamburg Rules apply compulsory.
- In the case of any actual or apprehended loss or damage the Carrier and the Merchant shall give all reasonable facilities to each other for inspecting and tallying the Goods.
- The Carrier shall not be liable for any loss or damage to the Goods or for the value of the Goods has been wrongfully misstated. The above includes claims in the nature of General Average.
- This clause in its entirety shall also apply in any case of loss sustained as a result of mis-delivery, non-delivery, wrongful delivery or delivery to any person whatsoever not entitled to the Goods.

### 23. WAIVERS

Notwithstanding anything to the contrary to the contrary of any statutory protection or exemption from, or limitation of, liability or to increase his responsibilities or liabilities under any statute.

### 25. VALIDITY

In the event that anything contained herein is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but to neither be null and void.

