

NON-NEGOTIABLE GENERAL SEA WAYBILL

SLWB No		

	□ for ocean	(* indicate as appropriate)			
1 Shipper			360 Quality last dedicated direct www.360quality.org		
			nitiative save food.org		
2 Consignee		OCEAN VESSEL	OCEAN VESSEL		
		5 Port of Loading			
3 Notify		6 Port of Discharge	6 Port of Discharge		
4 Place of Receipt		7 Place of Delivery			
		Place of Delivery			
	Parti □ If indicated by "X" he	culars furnished by the Merchant ere, continuation of cargo description given on attached sheet			
8 Freight, Charges, etc.		Received by the Carrier, as far as ascertained by reasonable means of checking, in apparant good order and condition unless otherwise stated herein, the total number or quantity of Containers or other packages or units indicated herein. This non-negotiable Waybill, issued instead of a Bill of Lading at the Merchant's request, is not a document of title to the Goods. Otherwise the contract evidenced by this Waybill is deemed to be a contract as defined in Article 1(b) of the Hague Rules. Carrier shall not be liable for misdelivery, unless caused by Carrier's negligence in exercising reasonable endeavors to deliver the Goods to the Consignee or his authorised representative. In accepting this Waybill, and/or taking delivery of the Goods, and notwithstanding the non-signing of this Waybill by the Merchant, the Merchant expressly accepts and agrees to all terms, conditions and exceptions of the Carrier's Waybill, (printed or not on the reverse of this document at Merchant's option and available at Carrier's website), as well as those printed, stamped or otherwise incorporated in this Waybill.			
		NUMBER OF ORIGINAL BILLS OF LADING			
		Place and Date of Issue			
9 Freight payable at		Signed for the Carrier Seatrade G	iroup NV		

As Agent(s) for the Carrier

CONDITIONS OF CARRIAGE
1. **DEFINITIONS**

CHNITIONS

ort Document" or "TD" means this document, which evidences the tract of carriage governing the Carriage and which can either be a bill adding or a non-negotiable wayfull as determined on the reverse hereof. L

contract of carriage governing the Carriage and which can either be a bill of lading or a non-negotiable waybill as determined on the reverse hereof.

"Bill of Lading" means this Transport Document if named bill of lading on the reverse hereof.

"Carriage" means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the mand of the carriage in the carriage in the carriage in the carriage in the carriage.

"Carriage" means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the Bestancour Saureage.

"Carriage" includes all charges payable to the Carrier in accordance with the applicable Lariff and this Tol excluding the Freight.

"Container" includes any container (including an open top container), that rack, platom, trailer, transportable tank, pellar or any other similar article used to consolidate the Goods and any connected equipment.

"Freight" means, unless otherwise indicated on the reverse hereof, the amount of money payable to the Carrier in accordance with the applicable Lafiff covering solely the coean carriage or the transport between the places defined in the Cambined Transport operation (whichever is applicable excluding any other services included in the Carriage, "Goods" means the whole or any part of the cargo and any packaging or on behalf of the Carrier.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to bills of lading signed at Brussels on 25th August 1924.

"Holder" means any Person rightfully in possession of this Bill of Lading or the named Consignee in the event the Bill of Lading is non-negotiable.

"Merchant" includes the Shipper, Holder, Consignee, Consignor, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading when the Tol is a Bill of Lading is non-negotiable.

"Merchant" includes an individual, corporation, or other legal

CARRIER'S TARIFF

2. CARRIER'S TARIFF
The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the terms therein relating to free storage time and to container and vehicle demurage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this TD and the applicable Tariff, that TD shall prevail.

WARRANTY Morchant war WARKAN IY
 The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this TD.

possession of the Goods and this TD.

SUB CONTRACTING.

1 The Carrier shall be entitled to sub contract on any terms whatsoever the whole or any part of the Carriage.

1 The Marchart undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Sub Contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them the Goods whether or not arising out of negligence on the part of such Person, and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such servant, agent, and Sub Contractor shall have the benefit of all Terms and Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier including clause 2 detereof, the law and jurisdiction clause, as if such Terms and Conditions were expressly for their benefit and, 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 trustee for such servants, agents and Sub-Ordinators.

behalf, and also as agent and trustee for such servants, agents and Sub Contractors.
The provisions of clause 42 including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.
The Merchant further 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 which imposes or attempts the Goods with the Carrier of the Goods whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

Consequences thereor.

CARRIER'S RESPONSIBILITY: PORT TO PORT SHIPMENT

Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss of or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Discharge shall be determined in accordance with articles 1-8 linclusive) of the Hague Rules shall apply as a matter of contract.

The Carrier shall have no liability whatsoever for any loss of or damage to the Goods, howsoever caused, if such loss or damage arises before loading onto or after discharge from the Vassel. Loading shall be deemed to have commenced when the Goods are connected with the tackle alongside the Vessel, and discharge shall be deemed to have been completed when the Goods are disconnected from the tackle alongside the Vessel, and discharge shall be deemed to have been completed when the Goods are disconnected from the tackle alongside the Vessel.

completed when the Goods are disconnected from the tackle alongside to Vessel. Where US COGSA governs the Carriage, as a matter of compulsory law, then the provisions stated in the said Act shall apply before loading on the Vessel or after discharge therefrom, as the case may be, during Carriage to riform a container year or container freight station in or immediately or form a container year or container freight station in or immediately. If the Carrier is requested by the Merchant to procure Carriage by an island carrier in the USA and the inland carrier in his discretion agrees to do so, such Carriage shall be procured by the Carrier is agent only to the Merchant and such Carriage shall be subject to the inland carrier carrier contract and tariff. If for any reason the Carrier is denied the right to act as agent at these times, his liability for loss damage or delay to the Goods shall be determined in accordance with clause 8 hereof.

6. CARRER'S RESPONSIBILITY COMBINED TRANSPORT
Where the Carriage is Combined Transport, the Carrier undertakes to
perform and/or in his own name to procure performance of the Carriage
rom the Place of Receipt or the Fort of Loading, whichever is applicable,
to the Port of Discharge or the Place of Delivery, whichever is applicable,
and, save as is otherwise provided for in this *TD, the Carrier shalle
liable for loss or damage occurring during the Carriage only to the extent
set out below.

able for loss or damage occurring during the Carriage only to the extent to tu below:

If Where the stage of Carriage where loss or damage occurred is not to the low:

Now, the Carrier shall only be liable if it is proven by the Merchant that the loss of and/or damage to the Goods has been caused by the Carrier's gross negligence and/or willing insconduct. In all other circumstrances the Carrier shall not be liable.

Where the stage of Carriage where the loss or damage occurred is known. Where the stage of Carriage where the loss or damage stable to clause 18, the liability of the Carrier in respect of such loss or damage shall be determined.

In case of shipments to or from the USA by the provisions of US COGSA in the loss or damage is known to have occurred during Carriage by sea toor from the USA or during Carriage by sea toor from the USA or during Carriage by sea terminal at the Port of Loading or of Discharge in ports of the USA; or

by the Hague Relues articles 18 in cliusive where the provision of clause 6.2(a) does not apply and if the loss or damage is known to have occurred during discharge from and during loading onto the Vessel up to and during discharge from on additing loading on the Vessel up to and during discharge from contract.

from and during loading note the Vessel up to and during discharge from the Vessel. These articles of the Higuer Rules shall apply as a matter of contract.

(contract.

(cont

e Goods howsoever occurring: I if the Place of Receipt is not named on the reverse hereof and such loss

or damage arises prior to loading on to the Vessel; or (b) if the Place of Delivery is not named on the reverse hereof, and such loss or damage arises subsequent to discharge from the Vessel, save that where US COGSA governs the Carriage as a matter of compulsory law then the provisions stated in said Act shall apply before loading on to and after discharge from any Vessel and during Carriage to or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Port of Loading and/or Discharge.

COMPENSATION AND LIABILITY PROVISIONS

to me sea terminal at the Port of Loading and/or Discharge.

7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier's liabile for compensation in respect of loss of or damage to the Carrier's liabile for compensation in respect of loss of or damage to the Carrier's liabile for compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the place and time they are delivered or should have been delivered to the Merchant. The 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 Save as is provided in clause 7.3:

8.1 the Carrier's liability shall in no event exceed one hundred pounds lawful money of the United Kinguthon of the Goods of the same kind and/or quality of the Carrier on the Vessel shall in any event be or become liable for any loss of or damage to the Goods or in connection with the Carriage in an amount exceeding USD 500 per Package or customary freight unit.

7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this TD may be claimed only when, with the consent in writing of the Carrier, the value of the Goods declined by the Shipper and the Carrier of the Wessel and down in this TD. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value shall be existed the consent of the Carrier of the Carrier of the Consent of the Order of orderive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations of any country. The Carrier shall have th

me carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or Di any particular time or to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any maket or use of the Goods and the Carrier shall in no circumstances whatsoevers and howsever arising be lable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight and consequential loss or one of the result of the consequential loss or the consequence of the consequential loss or the consequence of the conse

Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for indirect or consequential loss or damage

paid.

2 Save as is otherwise provided herein, the Carrier shall in ocircumstances be liable for indirect or consequential class or damage or consequential class or damage. The consequential class or damage of the consequential class or damage and consequential class or damage. The consequential class or damage and consequential class of the discovery damage. The damage damage

NOTICE OF LOSS, TIME BAR

9. NOTICE OF LOSS, TIME BAR Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery for Port of Discharge in no Place of Delivery is named on the reverse heard before or at the time of delivery for the Goods as described in clause 22 or if the loss or damage is not apparent within three days thereafter, the Carrier shall be deemed prima facie to have delivered the Goods as described in his DI. In any event, the Carrier shall be descharged from all liability whatsoever in respect of the Goods unless suit is brought within beeve months after their event of the carrier shall be descharged from all liability whatsoever in respect of the Goods unless suit is brought within beeve months after their clause 222 (a) or 22(3) as the case may be.
clause 22(3) or 22(3) as the case may be.
or what of the company of clauses or clause or clause or the company to when the company to the

definitely waived and time-barred.

10. DEFENCES AND LIMITS FOR THE CARRIER

10.1 It has been agreed between the Carrier and the Merchant that if the TID is a Bill of Lading only the Holder and if the TID is a non-negotiable wayful, only the Shipper or, alternatively, the Consigner Edepanding on shall be entitled to claim from the Carrier, whether or not such claim results from negliguence on the part of the Carrier, and if any other Person than the aforementioned would nevertheless make such claim or allegation, then the Merchant shall indemilify the Carrier against or allegation, then the Merchant shall indemilify the Carrier against the Carrier for any loss or damage whatsoever and or howspoever occurring land, without restricting the generality of the foregron, including delay, contract, buliment or in lort and even if the loss, damage or felley strees as a result of unseaworthiness, negligence or fundamental breach of contract.

11. SHIPPER-PACKED CONTAINERS
If a Container has not been packed by or on behalf of the Carrier (FCL

11. SHIPPER-PACKED CONTAINERS
If a Container has not been packed by or on behalf of the Carrier (FCL container).

11. This TO shall be a receipt only for such a Container;

11.2 The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any nijury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including, niter allo, without prejudice to the generality of this exclusion.

(a) the manner in which the Container has been packed, or or or the container of the container of the container in the container (and the container in the container was packed.

11.3 The Merchant is responsible for the packing and sealing of all FCL Containers and, if a FCL Container is delivered by the Carrier with its original seal as affixed by the Shipper intact, the Carrier with its original seal as affixed by the Shipper intact, the Carrier with its original seal as affixed by the Shipper intact, the Carrier with its original seal as affixed by the Shipper intact, the Carrier with its original seal as affixed by the Carrier shall not be liable of Containers shall be prima facie evidence of their being sound and suitable for use.

12. PERISHABLE CARGO 12.1 Goods instru

12. PERISHABLE CARGO
12.1 Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of this TD that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Container or are to receive special attention in any way. The Merichael undertakes not tender for Carriage any Goods which require refrigeration, ventilation or any other specialised attention without giving written notice of their nature and the particular temperature of supply air to be maintained or other setting of the thermostatic, ventilation or the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising.

12.2 Temperature instructions given by the Merchant for temperature controlled Containers will always relate to the supply air temperature range to be maintained by the Carrier during the Carriage. The Carrier during the Carriage will not guarantee any temperature range inside the Container. The temperature of the Goods upon delivery to or loading on board of the Vessel is not to be controlled by the Carrier and will be the sole responsibility of the Merchant. The Carrier does not quarantee the responsibility of the Merchant. The Carrier does not quarantee the responsibility of the Merchant. The Carrier does not quarantee the responsibility of the Merchant. The Carrier dress not quarantee the responsibility of the Merchant. The Carrier dress not quarantee the responsibility of the Merchant. The Carrier dress not quarantee the responsibility of the Merchant. The Carrier dress not quarantee the responsibility of the Merchant. The Carrier dress not quarantee the responsibility of the Merchant has the carrier dress not quarantee the responsibility of the Merchant and continue the responsibility of the Merchant and the the Sock, when received, were verified by the Carrier as being at the carrying temperature, humidity level

or other condition designated by the Merchant.

12.4 The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, lpant, insulation and/or apparatus of the Container Xest, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

13. INSPECTION OF GOODS

13. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open and/or scan any Package or Container at any time and to inspect the contents, if it appears Package or Container at any time and to inspect the contents, if it appears the content of the

Nowsoever anising from any action or lack of action under this clause,

14. DESCRIPTION OF GOODS

14. This TD shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise enoted, of the total number of Containers or other packages or units indicated in the box on the container of the cont

and that the books will not cause joss, camage or expense to the Lariner, or to any other cargo.

4 If any particulars of any letter of credit and/or importilicense and/or TempTales and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the face of this TD, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases Carrier's liability under this TD.

mclusion of such particulars shall not be regarded as a declaration of value and in no way increases Centre's lability under this TD.

15. MECICIANT'S RESPONSIBILITY

15. All of the Persons coming within the definition of Merchant in clause 1 and the control of the control of

released to them.

16. FREIGHT, EXPENSES AND FEES

16. If all Freight and/or Charges shall be payable based on particulars furnished by or on behalf of the Shipper. The Carrier may at any time open the Other and the Shipper in the Carrier may at any time open the Other and and the Shipper in the Carrier may be compared to the Charges and any expenses incurred in examining, weighing, measuring, or valuing the Goods.

16.2 The Merchant is responsible for the payment of the Freight and/or Charges which shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non returnable in any event.

16.3 All sums payable to the Carrier are due on demand and shall be paid in full in United States currency or at the Carrier's option, in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery or as specified in the Carrier's Tail's state or the Carrier's carrier.

16.4 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight and/or Charges is farel to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight and/or Charges in the applicable Tailf.

16.5 All Freight and/or Charges shall be paid without any set off, courter claim, deduction or say of execution at listes there delivery of the Goods hall be the All the Merchant's attention in the state of 1% per month from the due date. Payment of Freight and constant of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or is authorised agent, shall not be deemed payment to the Carrier and interests at a rate of 1% per month from the due date. Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorised agent, shall not be deemed payment to the Carrier and interest authorised agent, shall not be deemed payment to the Carrier and interests a tarbot of agent to the Carrier and interests a tarbot of agent to the Carr

17. LEN
The Carrier shall have a lien on the Goods and any documents relating thereto real sums payable to the Carrier by the Merchant under this or any other contract and for general average contributions to whomsover due. The Carrier may exercise his lent a ray time and any place in his sole discretice, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

18. STOWAGE OF GOODS AND LIVE ANIMALS.

18. The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.

12. Goods packed in Containers (other than flats or pallets) are carried on deck unless indicated otherwise on the reverse hereof. The Carrier shall not be required to note, mark or stamp on the reverse hereof. The Carrier shall not be required to see, mark or stamp on the reverse hereof any additional statement of such on deck carriage. Save as provided in clause 182, such Goods focore, the enimals) shall participate in general clause 182, such Goods focore, the enimals hall participate in general purpose of the Hague Roles or US COGSA and shall be carried subject to such flates or Act, whichever is applicable.

18.3 Goods finot being Goods stowed in Containers other than flats or pallets) which are stated on the reverse hereof to be carried on deck and live animals, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the Carriage whether caused by unseasowithness or negligence or any other cause whatsoever and neither the Hague Roles nor US COGSA shall apply.

by unseavortimes or negligence or any orner cause whatsoever and neither the flague Roles on UZ COGSA shall apply.

19. METHODS AND ROUTES OF CARRIAGE
19. The Carrier may at any time and without notice to the Merchant:

(a) use any means of transport or storage whatsoever;

(b) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel anamed on the reverse hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not be been contemplated or provided for herein.

In the company of the contrainer of the contrainer of the contrainer and forward them via Container or otherwise:

(d) sall without pilots, proceed via any route, (whether or not the nearest or most direct or 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 route or in a contrain yieldenton to or beyond the port of discharge once or more often.

(a) once or more often.

(b) order of the Goods at any place or port (whether or not any such port or place whatsoever whether or any order or place. The contrainer of the contrainer or authority or any Person or body purporting to act as or on behalf of such power or submitty or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions. 23. The liberties set out in clause 51, may be involved by the Carrier for any purpose whitsoever whether or not connected with the Carriage of the Goods. Anything done or not done in accordance with clause 13, 10 or any purpose whitsoever whether or not connected with the Carriage of the Goods. Anything done or not done in accordance with clause 13, 10 or any purpose whitsoever whether or not connected with the Carriage of the Goods.

purpose whatsoever whether or not connected with the Carriage of the Goods, Anything done or not done in accordance with clause 19.1 or any delay arising therefrom shall be deemed to be within the contractua Carriage and shall not be a deviation.

20. MATTERS AFFECTING PERFORMANCE
If at any time Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the exercise of reasonable endeavours, even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Boods were received for Carriage by the Carriar may at his sole districts of the Carriar of the Carriage of the Carriage and his sole districts of the Carriage of the Carriage and his sole is commenced either:

a) Carry the Boods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this To or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery, Hithe Carrier elects to invoke the terms of this clause 20(a) then, nowithstanding the provisions of clause 19 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or by the Carrier may determine; or a possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this clause 20(1) then, notwithstanding the provisions of clause 19 hereof, the shall be entitled to charge such additional Freight and other costs as the Carrier may determine; or (c) disposal at any place or port, which the Carrier may deem safe and convenient, whereupon the Goods and sloces them at the Merchant's disposal at any place or port, which the Carrier may deem safe and convenient, whereupon the Carrier shall nevertheless be entitled to full Freight on the Goods received for the Carrier and Hemothant of the Goods and It the Carrier elects to use an alternative route under clause 20(2) or to suspend the Carriage nealest to use an alternative route under clause 20(2) or to suspend the Carriage.

21. DANGEROUS GOODS

Subsequently to abandon the Carriage.

21. DANGEROUS GOODS

21.1 No Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radio active material) or which are of may become liable to damage any efficient undifficient in the control of the control o

21. Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere.

22. NOTHICATION, DISCHARGE AND DELIVERY
22. I Any mentioning in this TD of parties to be notified of the arrival of the Goods is solely for information of the Carrier, Failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

22.2 If no Place of Delivery is named on the reverse hereof, the Carrier shall be at liberty to discharge the Goods at the Port of Discharge without notice to the Merchant, directly as they come to hand, at or onto any whard, craft, vehicle or place, on any day and at any time, whereupon the lability of wholly cease notivitistanding any charges, dues or other expenses that may be or become payable. The Merchant dails to do so, the stewdor or or Person into whose hands the Goods are discharged, shall be considered to have taken due delivery of the Goods on breakfl of the Merchant.

22.3 If a Place of Delivery is named on the reverse hereof, the Merchant shall take delivery of the Goods on breakfl of the Morchant.

22.3 If a Place of Delivery is named on the reverse hereof, the Merchant shall take delivery of the Goods are delivered shall be considered to have taken due delivery of the Goods are delivered shall be considered to have taken due delivery of the Goods are delivered shall be considered to have taken due delivery of the Goods are delivered shall be considered to have taken due delivery of the Goods are delivered shall be considered to have taken due delivery of the Goods are delivered shall be considered to have taken due delivery of the Goods are delivered shall be considered to have taken due delivery of the Goods are delivered shall be considered to have taken due delivery of the Goods are delivered shall be considered to have taken due delivery of the Goods are delivered shall be considered to have taken due to the Goods are delivered to the Carrier or any agent of Sub-Contractor of the Carrie

apply any proceeds of sale in reduction of the sums due to the Carrier by the Merchant.

22.6 If, at the place where the Carrier is entitled to call upon the Merchant to take delivery of the Goods under this clause 22.2 or 22.3, the Carrier is obliged to discharge the Goods into the hands of any customs, port or other authority, such discharge shell constitute due delivery of the Goods to the Merchant under this TID.

27. In case of potion TD, the Carrier may, in the absence of Merchants' written option declaration, which can only be given for the totality of the Goods, at the latest four days before the arrival that first optional governor place.

28. At any time the Carrier shall be entitled to deliver Goods originally missing. If a Merchant has a shortage in Goods or underso of Goods, the Carrier may at his discretion deliver as substitute any surplus goods of similar nature and quality, whether these have different or no marks Goods which shall constitute complete performance of the Carrier's obligations under this TO.

29.9 In the event more than one Merchant is entitled to delivery of Goods stuffed in a FCL Container (called FCL multiple TD as evidenced by the qualification):

19. Such Container shall only be released to all Merchants together or similar qualification;

treatment of the control of the cont

Each Merchant shall bear any shortage/damage in such proportions as the Carrier shall in his absolute discretion determine.

23. BOTH TO BLAME COLLISION CLAUSE
The Both to Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from the Carrier or his agent upon request, are hereby incorporated herein.

24. GENERAL AVERAGE AND SALVAGE 24.1 General average to be adjusted at a

24. GENERAL AVERAGE AND SALVAGE
24.1 General average to be adjusted at any port or place and in any currency at the Carrier's option and to be settled according to the York Antwerp Rules 1994, this covering all Goods carried on or under deck, General average on a Yessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Yessel.
24.2 Such security including a cash deposit as the Carrier may dem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods. The Carrier hall be under no obligation to exercise any lien for general average contribution due to the Merchant.
24.3 if a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship belonged to strangers.

25. VARIATION OF THE CONTRACT AND VALIDITY
25. IN os servant or agent of the Carrier shall have the power to waive or vary
any Terms and Conditions unless such waive or variation is in writing and
is specifically authorised or ratified in writing by the Carrie.
25.2 In the event that anything herein contained 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 no further be null and void.

26 LAW AND JURISDICTION

26. LAW AND JURISDICTION Any claim or dispute arising under this TD, including third party proceedings or those involving several defendants, shall exclusively be governed by Belgian law and exclusively be determined by the competent counts in Antwerp to the exclusion of the jurisdiction of the courts of any other place) or, at the Carrier's option if the defendant is not the Carrier, by the counts and according to the law of that place where the defendant has his registered office, but only to the extent that anything slesh has not been dealt with by the provisions of this TD.

SG/SEC/BoL/01