

PANTAINER WAYBILL - TERMS AND CONDITIONS

1. DEFINITIONS

"Carrier" means Pantainer Ltd. carrying on business as Pantainer Express Line and on whose behalf this Waybill has been issued.

"Carriage" means the whole or any part of the operations and services undertaken by Carrier in respect of the Goods covered by this Waybill.

"Goods" means the whole or any part of the cargo provided by Merchant for Carriage and includes any Container, packing or equipment not supplied by or on behalf of Carrier.

"Container" includes any container, trailer, transportable tank, lift van, flat, pallet, skid, platform and similar article of transport used to consolidate or transport goods and any ancillary or associated equipment.

"Combined Transport" arises only if either or both of the Place of Receipt and the Place of Delivery are expressly identified in the relevant boxes on the front hereof.

"Consignee" means the party identified in the "Consignee" box on the front hereof, as the same may be varied by Shipper pursuant to Clause 17.1.

"Freight" includes all charges payable to Carrier in accordance with Carrier's applicable Tariffs or this Waybill.

"Hague 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.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23 February 1968.

"Liabilities" includes claims, losses, damages, liabilities, fines, penalties, costs and expenses (including legal costs and expenses) of whatsoever nature.

"Merchant" includes any person who is or at any time has been or becomes the Shipper, the Consignee, the receiver of the Goods, any person owning or entitled to the possession of or otherwise having any interest in the Goods and any person acting on behalf of any of the persons aforesaid.

"Port to Port Transport" arises where the Carriage called for by this Waybill is not Combined Transport.

"Rights and Defences" includes rights, defences, exemptions, limitations of liability, liberties, immunities and benefits of whatsoever nature.

"Sub-Contractors" includes the owners, charterers and operators of any Vessel, stevedores, terminal operators, forwarders, groupage operators, consolidators, warehouses, road, rail and air transport operators, and other independent contractors employed directly or indirectly by Carrier in the performance of any of Carrier's obligations hereunder.

"US COGSA" means the Carriage of Goods by Sea Act 1936 of the United States of America.

"Vessel" means any vessel used in or for the Carriage whether owned or chartered or operated or controlled by Carrier or any Sub-Contractor.

2. INTERPRETATION AND GENERAL

2.1 Shipper accepts this Contract for itself and on behalf of Consignee and the owner of the goods, and warrants that it has authority to do so. Without prejudice to provisions of any applicable law relating to transfer and imposition of contractual rights and liabilities, Consignee by taking or demanding delivery of the Goods or making a claim under this Contract in respect of the Goods shall become subject to the same liabilities under this Contract as if it had been a party to it (but without prejudice to Shipper's own liabilities); and the rights of suit under this Contract shall thereby be transferred to Consignee.

2.2 All representations, warranties, undertakings, agreements, obligations, liabilities, and indemnities expressed or implied to be made, given or assumed by Merchant in this Waybill shall be deemed to be have been made, given and assumed by each and every person included in the definition of "Merchant" jointly and severally.

2.3 In the event that any provisions herein contained are inconsistent with any compulsorily applicable legislation, those provisions, to the extent of such inconsistency, shall be null and void, but the

remaining provisions of this Waybill shall remain valid.

2.4 No servant or agent of Carrier shall have any authority to waive or vary any term of this Waybill, unless such waiver or variation is in writing and is specifically authorized in writing by Carrier.

2.5 Any right or remedy herein conferred on Carrier is in addition to and without prejudice to all other rights or remedies available to it.

3. CARRIER'S TARIFFS

The terms and conditions of Carrier's applicable Tariffs, including without limitation provisions relative to container and vehicle demurrage are incorporated herein. Copies of the applicable Tariffs may be obtained from Carrier upon request.

4. SUB-CONTRACTING

4.1 Carrier may sub-contract directly or indirectly on any terms the Carriage or any of its obligations hereunder.

4.2 Merchant warrants that no claim or demand shall be made against any person whomsoever by whom the Carriage is performed or undertaken (including Carrier's servants, agents and Sub-Contractors) other than Carrier which imposes or attempts to impose on any such person or any Vessel owned or operated or controlled by any such person, any liability whatsoever in connection with the Goods or the Carriage or this Waybill, whether or not arising out of negligence on the part of such person. If any such claim or demand should nevertheless be made Merchant shall indemnify Carrier against all consequences thereof. Every such person shall have the Rights and Defences herein provided for the benefit of Carrier as if the same were expressly made also for such person's benefit. For the foregoing purposes, Carrier contracts for itself as well as agent and trustee for all the aforesaid persons

5. SUB-CONTRACTORS RIGHTS AND DEFENCES

If Merchant shall have any cause of action or claim against Carrier by reason of any loss or damage or any other matter whatsoever occurring whilst the Goods are in the possession or custody or control of any Sub-Contractor, THEN, in addition and without prejudice to any of its other rights or remedies, Carrier shall (to the maximum extent permitted by any compulsorily applicable law) have as against Merchant all the Rights and Defences available to the Sub-Contractor as if the same were incorporated herein.

6. CARRIER'S RESPONSIBILITY (PORT TO PORT TRANSPORT)

6.1 If the Carriage is Port to Port the responsibility of Carrier shall be limited to that Carriage from and during loading onto the Vessel up to and during discharge from the Vessel. The liability of Carrier shall be determined in accordance with:

(a) any applicable legislation making the Hague Rules or Hague Visby-Rules compulsorily applicable to this Waybill if it were a bill of lading;

(b) if the Carriage is to or from a port in the United States of America, the US COGSA if this Waybill were a bill of lading and unless Clause 8.6 is applicable such liability shall in no event exceed US\$500 per Package;

(c) in any other case (without prejudice to Carrier's other Rights and Defences hereunder) the Hague Rules (Articles 1-8 inclusive only) save that unless Clause 8.6 is applicable such liability shall in no event exceed GBP 100 per Package or US\$2 per kilo of the gross weight of the Goods lost or damaged, whichever is the least.

6.2 Carrier assumes no liability for any matter whatsoever occurring prior to loading of the Goods onto or after discharge thereof from the Vessel. Any services rendered to or in respect of the Goods prior to loading or after discharge shall be services rendered by others procured by Carrier as agent of Merchant, and in respect of such services Carrier shall have no liability whatsoever.

6.3 Notwithstanding Clause 6.2, if and to the extent that any compulsory applicable law provides for any

additional period of responsibility before loading or after discharge, Carrier shall have all the carrier's Rights and Defences according to Clause 6.1 during that period, even though the matter giving rise to Carrier's liability did not occur at sea.

6.4 References to carriage by sea in the legislation making the Hague Rules or the Hague-Visby Rules compulsorily applicable to this Waybill if it were a bill of lading, the US COGSA and the Hague Rules (Articles 1 to 8 inclusive only) as applied herein shall be deemed to include inland waterways carriage.

7. CARRIER'S RESPONSIBILITY (COMBINED TRANSPORT)

7.1 If the Carriage is Combined Transport, Carrier shall be responsible for loss or damage occurring during the Carriage from the Place of Receipt or the Port of Loading (whichever is applicable) to the Port of Discharge or the Place of Delivery (whichever is applicable) to the extent set out below.

7.2 If the stage of the Carriage at which the loss or damage occurred is not known;

(a) Carrier shall be entitled to rely on any provisions excluding or exempting or relieving carrier from liability contained in the Hague Rules (Articles 1 to 8 inclusive only) or the applicable legislation making the Hague Rules or the Hague-Visby Rules applicable to this Waybill or the US COGSA if it were a bill of lading, as if the loss or damage had occurred during carriage by sea.

(b) Carrier shall be relieved of liability for any loss or damage or any other matter whatsoever arising from (i) any cause or event which Carrier could not have reasonably avoided, prevented, nor foreseen; or (ii) compliance with instructions or directions of the Merchant or of any person authorized to give them.

(c) Except where Clause 8.6 is applicable, the liability of Carrier for any matter whatsoever and howsoever arising shall be determined (without prejudice to Carrier's other Rights and Defences hereunder) in accordance with: the Hague Rules, (Articles 1 to 8 inclusive only, save that such liability shall in no event exceed GBP100 per Package or US\$2 per kilo of the gross weight of the goods lost or damaged, whichever is the least.

7.3 If the stage of the Carriage at which the loss or damage occurred is known, the liability of Carrier shall be determined:

(a) (if it is established that the loss or damage occurred at or during the stage of the Carriage referred to in Clause 6.1), in accordance with the provisions thereof;

(b) (if it is established that the loss or damage occurred at or during an other stage of the Carriage) by:
(i) the compulsorily applicable law or international convention (including any applicable international convention relating to carriage by air) which provisions cannot be departed from by private contract or agreement to the detriment of Merchant and that would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of the Carriage at which the loss or damage occurred; or (ii) if Clause 7.3(b)(i) is not applicable, in accordance with Clause 7.2.

7.4 If the Place of Receipt or Place of Delivery is not identified (or is deemed not identified) in the relevant box on the front hereof, Carrier shall be under no liability whatsoever in respect of any matter whatsoever occurring prior to loading of the Goods onto or (as the case may be) after discharge thereof from the Vessel and Clauses 6.2, and 6.3 shall apply mutatis mutandis.

8. GENERAL PROVISIONS

8.1 Limitation of Liability. Save where Clause 8.6 applies (and subject to Clause 8.2) the liability of Carrier for any matter whatsoever and howsoever caused shall in no event exceed (a) the liability limits set forth in the compulsory applicable legislation referenced: (b) where the US COGSA applies, US\$500 per Package; and (c) and in all other cases, GBP100 per Package or US\$2 per kilo of the gross weight of the goods lost or damaged, whichever is the least.

8.2 Delay. Carrier does not undertake that the Goods or any documents relating thereto shall be delivered at any place at any particular time. Carrier shall not be liable for delay unless required by any compulsorily applicable law. If Carrier is so liable, it may invoke any of the Rights and Defences it may have under such applicable law or this Waybill. The liability (if any) of Carrier for delay shall in no event exceed an amount equal to the freight charges actually paid by Merchant for the Goods delayed.

8.3 Consequential Loss. Carrier shall in no circumstances whatsoever be liable for any loss of profits, loss of market, loss of contract, loss of revenue or use, or any other indirect or consequential loss, howsoever caused.

8.4 Value of Goods. Subject to limits of liability herein contained, compensation shall be calculated by reference to the value of the Goods, which is agreed to be the (bona fide) FOB invoice value plus freight and insurance, if paid. If there is no (bona fide) invoice value of the Goods, the value of the Goods shall be such value as at the place and time they are or should have been delivered to Merchant, calculated by reference to the market value of goods of the same kind and quality.

8.5 Package or Unit. (Subject to Clause 2.3) a Package is the largest individual unit of partially or completely covered or contained cargo made up by or for Shipper which is delivered and entrusted to Carrier, including palletized units and each Container stuffed and sealed by Shipper or on its behalf, although Shipper may have furnished a description of the contents of such sealed Container on this Waybill.

8.6 Ad Valorem. Higher compensation than that provided for in this Waybill may not be claimed unless (a) with the consent of Carrier, Merchant has declared the value of the Goods prior to the commencement of the Carriage, (b) such declared value is stated on the front hereof, and (c) Merchant has paid the extra freight per Carrier's applicable Tariff. In that case, the amount of the declared value shall be substituted for the limits laid down in this Waybill. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.7 Notice of Claim. (Subject to Clause 2.3) Carrier shall be deemed prima facie to have effected timely delivery of the Goods unless notice of any loss, damage or claim shall have been given in writing to Carrier or to its representative at the Port of Discharge or the Place of Delivery identified in the relevant box on the front hereof before or at the time of removal of the Goods into the custody of the person entitled to the delivery thereof under this Waybill, or, if the loss or damage is not apparent, within three working days thereafter.

8.8 Time-bar. (Subject to Clause 2.3), Carrier shall be discharged of all liability whatsoever in respect of the Goods or this Waybill, unless suit is brought in the proper forum and notice thereof given to Carrier within nine months after delivery of the Goods or, if the Goods are not delivered, ten months after the date of issue of this Waybill.

8.9 Claims and Demands. The Rights and Defences of Carrier provided in this Waybill shall apply in any action or claim against Carrier whether founded in contract, tort, bailment, trust or otherwise and notwithstanding any negligence, unseaworthiness, deviation, non-delivery, mis-delivery or any fundamental breach of contract.

9. DESCRIPTION OF GOODS

9.1 This Waybill shall be prima facie evidence of the receipt by Carrier from Shipper in apparent good order and condition, except as otherwise noted, of the total number of Containers or (subject to Clause 11.1) other Packages or units indicated on the front hereof as 'Particulars as declared by Merchant'.

9.2 Save as provided in Clause 9.1, Carrier makes no representation and assumes no responsibility whatsoever as to any weight, measure, quantity, quality, content, description, marks, numbers, place of origin, value or condition of the Goods.

9.3 Any information on the front of this Waybill relating to any invoice, export or import licence, documentary credit, order, contract, or like matters is included solely at the request of Merchant and is not verified by Carrier. Any such information shall not constitute any declaration of value of the Goods and shall in no way increase Carrier's liability hereunder.

9.4 Merchant warrants that any single Package with a weight exceeding 2,240 pounds and not presented to Carrier packed in Container is declared in writing by Merchant before receipt thereof by Carrier. The weight of such Package must be clearly and durably marked on the outside in letters and figures not less than two inches high.

10. MERCHANT'S WARRANTIES AND INDEMNITY

10.1 Merchant warrants to Carrier as follows:

- (a) the particulars relating to the Goods set out on the front hereof have been checked by Merchant on receipt of this Waybill, and that such particulars and all other information whether relating to the Goods or otherwise provided by Merchant are complete, accurate and true;
- (b) the Goods are lawful goods and contain no contraband or prohibited items;
- (c) (without prejudice to Clause 10.1(a) where the Goods are for Carriage to or through or from the United States of America, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements of the U.S. Customs Regulations and other related laws, rules and regulations;
- (d) the Goods delivered to Carrier are properly packed, prepared, marked, numbered and addressed and are suitable for the Carriage; and
- (e) Merchant shall comply with any and all applicable laws, rules, regulations, directions, requirements and recommendations of customs, port or other lawful authorities or agencies.

10.2 Merchant shall indemnify Carrier from and against any and all Liabilities incurred due to a breach of any of Merchant's obligations, representations and warranties contained in this Waybill.

11. SHIPPER PACKED CONTAINERS

11.1 Acknowledgement of receipt by Carrier of a Container not packed by Carrier ("Shipper Packed Container") is acknowledgement of the receipt of that Container only.

Carrier assumes no liability for any loss or damage whatsoever to the contents of such Container, arising out of:

- (a) the manner in which any Container has been packed;
- (b) the unsuitability for Carriage of the contents of any Container;
- (c) (if Container was not supplied by Carrier) the unsuitability, defective condition or the incorrect setting of temperature controls thereof; or
- (d) (if Container was supplied by Carrier) the unsuitability, defective condition or incorrect setting of temperature controls thereof which could have been discovered upon reasonable inspection by Merchant at or prior to the time the Container was packed;
- (e) the packing in any Container of temperature controlled Goods that are not at the correct temperature for Carriage.

11.2 Merchant warrants that all Shipper Packed Containers not provided by Carrier (a) meet all ISO and/or other international safety standards and are fit in all respects for Carriage; (b) have been duly inspected prior to and at the time of packing and have been found to be in good repair and condition suitable for packing the Goods and the Carriage; and (c) the packing and sealing thereof is proper, safe and suitable for the Carriage.

11.3 Delivery of a Shipper Packed Container by Carrier with its original seal intact, shall be deemed to be a full and complete delivery under this Waybill. Carrier shall not be liable for any shortage of Goods.

12. CARRIER'S CONTAINERS

12.1 Any Container released into the care of Merchant for packing, unpacking or any other purpose whatsoever shall be at the sole risk of Merchant until proper redelivery to Carrier at the time and place prescribed by Carrier. In case Merchant fails to deliver the Container at such prescribed time and place, Merchant shall pay Carrier the applicable demurrage or detention charges arising therefrom. The Merchant is responsible for returning the empty Container, with interiors brushed and clean, to the point or place designated by the Carrier, his servants or agents. The Merchant shall be liable for any charges, loss or any other expenses arising therefrom.

12.2 Merchant shall be responsible for any loss and/or damage to, and any Liabilities caused or incurred by, such Container whilst in its custody and/or control.

13. INSPECTION

13.1 Carrier (its servants, agents and Sub-Contractors) shall be entitled but not obliged to open any

Package or Container at any time without liability and notice to Merchant to inspect, examine, weigh or measure the contents thereof. Any expenses resulting therefrom shall be borne by Merchant.

13.2 Carrier shall not be liable for any loss or damage whatsoever resulting from any Container or Package which is opened for inspection by any person having authority to do so. Carrier may recover from Merchant any costs or expenses incurred.

14. DANGEROUS GOODS

14.1 "Dangerous goods" includes any goods which are or may become dangerous, hazardous, inflammable, damaging or injurious (including radio-active materials).

14.2 Merchant warrants that it shall not tender for Carriage any Dangerous goods unless the Merchant has (a) obtained Carrier's prior written consent; (b) distinctly and durably indicated on the outside of the Container, as well as the goods themselves, the nature and character of the goods and in compliance with any laws or regulations which may be applicable during the Carriage; and (c) submitted to Carrier and the appropriate authorities all documents required by law or otherwise required by Carrier.

14.3 The Merchant warrants that all Dangerous Goods are adequately packed. If the Goods are not packed into the Container by or on behalf of Carrier, Merchant shall not permit incompatible goods to be packed in the same Container.

14.4 Merchant shall indemnify the Carrier from and against any and all Liabilities whatsoever arising out of the Carriage of any Dangerous Goods provided by Merchant including without limitation environmental damages, direct and indirect clean up or rehabilitation expenses, legal costs, fines and penalties.

15. PERISHABLE GOODS/TEMPERATURE CONTROLLED GOODS

15.1 Goods of a perishable nature will be carried in ordinary Containers without special protection, services or other measures unless otherwise expressly agreed in writing by Carrier before receipt of the Goods and there is noted on the front of this Waybill that the Goods will be carried in a refrigerated or heated or electrically ventilated or other specially equipped Container.

15.2 Where Carrier in its sole discretion agrees to accept for Carriage any goods which require temperature control or refrigeration Merchant warrants that (a) it has given prior written notice to Carrier of the nature of the goods and the required temperature setting of the thermostatic controls; and (b) (in case of refrigerated Containers packed by or on behalf of the Merchant) the Goods have been properly stowed in the Container and that the thermostatic controls have been properly set.

15.3 Merchant acknowledges that refrigerated Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature.

15.4 Carrier shall not be held liable for any loss or damage or any other matter whatsoever resulting from (a) defects, faults, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of any Container used to transport the Goods which is not owned by Carrier; or (b) non-compliance with any requirement set out in Clause 15.2.

16. OPTIONAL STOWAGE AND DECK CARGO

16.1 Goods may be packed by Carrier in any type of Containers and consolidated with other goods.

16.2 Goods, whether or not packed in Containers, may be carried on deck or under deck at the sole discretion of Carrier without notice to Merchant, and such stowage and carriage shall not be a deviation of whatsoever nature or degree. Save where Clause 16.3 applies, all Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than live animals) shall be deemed to be within the definition of goods for the purposes of the Hague Rules (Articles 1 to 8 inclusive) or any legislation compulsorily applying the Hague Rules or the Hague-Visby Rules or the US COGSA if this Waybill were a bill of lading.

16.3 Goods which are stated on the face hereof as being carried on deck and which are so carried (and live animals whether or not carried on deck) are carried at the sole risk of Merchant without any responsibility on the part of Carrier for loss or damage or any other matter whatsoever, whether or not

caused by unseaworthiness or negligence or any other cause whatsoever. The Hague Rules, Hague Visby Rules, US COGSA shall not apply to such Carriage. Merchant shall indemnify Carrier against any extra costs incurred for any reason whatsoever in connection with such Carriage.

17. NOTIFICATION AND DELIVERY

17.1 Delivery will be made to Consignee or its authorized agent on reasonable proof of identity without production of this Waybill. Carrier accepts no responsibility whatsoever for any mis-delivery unless caused by Carrier's willful misconduct. Prior to the delivery or deemed delivery of the Goods, Shipper may change the name of Consignee by notice in writing provided that such notice must be received by Carrier before Consignee makes any claim or request for delivery of the Goods. Shipper shall indemnify Carrier from and against all Liabilities caused by or consequential to such change.

17.2 Any mention in this Waybill of any party to be notified of the arrival of the Goods is only for Carrier's information, and failure to give such notice shall not involve Carrier in any liability nor relieve Merchant of any obligation hereunder.

17.3 Consignee shall (and Shipper shall procure that Consignee shall) take delivery of the Goods (notwithstanding any loss or damage or any other matter whatsoever) within the time and at the address for collection provided in Carrier's applicable Tariffs, or otherwise notified to Merchant or the Notify Party identified on the front hereof. If Consignee fails to take delivery of the Goods within the prescribed time at the prescribed place, the Goods shall be deemed to have been duly delivered to Consignee under this Waybill upon expiration of such time.

17.4 Where Consignee fails to take delivery of the Goods as provided in Clause 17.3, Carrier shall be entitled without notice to unpack the Goods (if packed in Containers) and/or store the Goods ashore, afloat, in the open or under cover at the sole risk and expense of Merchant.

17.5 If after arrival of the Goods, Carrier in accordance with the applicable custom or practice or law or regulation hands over the Goods into the custody of any customs, port or other authority or any other person having authority, such hand-over shall be deemed to be due delivery of the Goods to Consignee under this Waybill.

17.6 Upon delivery or deemed delivery of the Goods to Consignee (or persons authorized by it) all liabilities of Carrier in respect of the Goods shall cease absolutely and immediately (but without prejudice to its other rights or remedies including without limitation its right to any lien).

17.7 In the event that Carrier, in its entire discretion, agrees, at the request of Shipper to deliver the Goods at a port of discharge or a place of delivery other than the Port of Discharge or Place of Delivery identified on the front hereof, Carrier shall act only as the agent of Shipper in arranging for the delivery of the Goods to the revised port of discharge or the revised place of delivery, and shall be under no liability whatsoever arising from such revised carriage.

18. LIEN

18.1 Carrier shall have the right, at its sole discretion, to exercise a lien on the Goods (and documents relating thereto) and/or any other property belonging to Merchant and at any time for all monies due to Carrier under this contract or any other contract. The lien shall cover (without limitation) all Freight earned, General Average contributions, all charges, expenses and advances of whatever nature due to Carrier.

18.2 Carrier shall be entitled to sell at the cost and expense of Merchant the Goods and/or any such other property by public auction or private treaty or other means without giving any notice or incurring any liability to Merchant and to apply the proceeds (net of expenses) thereof in or towards satisfaction of any moneys due to Carrier.

19. FREIGHT AND CHARGES

19.1 Freight is calculated on the basis of the particulars furnished by Merchant. If the particulars furnished are incorrect, Merchant shall, in addition to the correct Freight, pay to Carrier a sum equal to three times the difference between the correct Freight and the Freight charged as liquidated damages,

notwithstanding any other sum having been stated herein as freight payable.

19.2 Quotations as to Freight, rates of duty, insurance premiums or other charges or fees given by Carrier are for information only and are subject to changes without notice and shall not under any circumstances be binding upon Carrier.

19.3 Freight shall be deemed fully earned on receipt of the Goods by Carrier and shall be paid and non-returnable, whether Freight is indicated to be prepaid or collected at destination.

19.4 All Freight shall be paid in full without any set off or counterclaim or deduction whatsoever.

19.5 All Freight shall be paid at or within the time stipulated in Carrier's applicable Tariffs and in any event before delivery of the Goods. Payment shall be made in cash in the currency named in this Waybill, or, at the option of Carrier in another currency specified by Carrier. Interest at the rate of 12% per annum shall be payable on any overdue amount from the date when payment is due until payment in full. All costs and expenses incurred by or on behalf of Carrier in the recovery of any monies due from Merchant including legal costs, recovery or collection fees and expenses shall be recoverable from Merchant as a debt.

19.6 Merchant shall be liable for all dues, duties, fines, penalties, taxes, consular fees, levies on or relating to the Goods and Merchant shall reimburse Carrier for any and all advances made by Carrier in Carrier's own discretion. Merchant shall be liable for additional or return Freight on the Goods if they are refused export or import by any government body or authority or any other person having authority.

20. ABANDONMENT OF GOODS ETC.

In the event that Consignee fails to take delivery of the Goods as per Clause 17.3, or Carrier reasonably considers that there is any breach by Merchant of any of Merchant's warranties contained herein, or in the sole opinion of the Carrier the Goods are likely to deteriorate, decay or become worthless or cause any danger to the Vessel or other goods or incur charges, then Carrier may at any time (in its sole discretion and without liability and without notice to Merchant) sell or otherwise dispose of or abandon or store the Goods ashore or afloat, under cover or in the open, at any place. Upon such sale, disposal, abandonment or storage, the Goods shall be deemed duly delivered to Consignee under this Waybill. Merchant shall indemnify Carrier from and against any and all Liabilities thereby incurred by Carrier.

21. METHODS AND ROUTES OF TRANSPORTATION

21.1 Carrier may at any time and without notice to Merchant:

- (a) use any means of carriage or storage whatsoever;
- (b) transfer the Goods from one conveyance to another, including without limitation transshipping the Goods or carrying them on a Vessel other than that named on the face hereof;
- (c) unpack and remove the Goods which have been packed in a Container and forward them in another Container or otherwise;
- (d) proceed by any route in its discretion, at any speed, proceed to and stay at any place or port whatsoever once or more often and in any order;
- (e) load or unload the Goods at any place or port and store the Goods at any such place or port;
- (f) comply with any orders, directions or recommendations given by any government or authority, or any person or body acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance used for the Carriage the right to give orders or directions;
- (g) permit the Vessel to proceed with or without pilots, to tow or to be towed, or to be dry-docked, with or without Goods and/or Containers on board.

21.2 Carrier may invoke any of the liberties under Clause 21.1 for any purpose whatsoever, whether or not connected with the Carriage of the Goods, Anything done in accordance with Clause 21.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

22. HINDERANCES AFFECTING PERFORMANCE

If at any time the performance of the contract contained in or evidenced by this Waybill is or is likely to be affected by any hinderance, risk, delay, difficulty or disadvantage of any kind whatsoever and howsoever arising whether or not before the commencement of the Carriage or before the conclusion of this contract, Carrier may, without prior notice to Merchant and at its sole discretion, elect any or more of the following:-

(a) abandon the Carriage of the Goods and place them at Merchant's disposal at any place or port which Carrier may reasonably deem safe and convenient, whereupon all the responsibility of Carrier under this Waybill shall cease absolutely and the Goods shall be deemed to have been duly delivered by Carrier under this Bill of Lading; or

(b) suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Waybill and use reasonable endeavours to forward them as soon as practicable to the Port of Discharge or Place of Delivery; or

(c) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route by any means in the sole discretion of Carrier.

23. GENERAL AVERAGE

Merchant shall indemnify Carrier from and against any claim of a General Average nature which may be made on Carrier, and shall provide to Carrier prior to delivery of the Goods such cash deposit or security as Carrier may consider sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon. Carrier shall be under no obligation to exercise any lien or collect or procure any security for General Average contribution due to Merchant.

24. BOTH TO BLAME COLLISION

The Both-to-Blame Collision and New Jason published and/or approved by BIMCO and obtainable from the Carrier or its agent upon request are incorporated herein.

25. APPLICABLE LAW AND JURISDICTION

This Waybill (and any claim against Carrier under this Waybill) shall be governed by the laws of the Hong Kong Special Administrative Region. The Courts of the Hong Kong Special Administrative Region shall have exclusive jurisdiction to which jurisdiction both Merchant and Carrier irrevocably submit. Carrier shall nevertheless be entitled to bring any legal proceedings in any other Courts of competent jurisdiction and legal proceedings by Carrier in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not.

PWB V.11/09