

TERMS AND CONDITIONS

Carriage means the operations and services undertaken by or on behalf of the Carrier in respect of the Goods.
"Carrier' means the party named as such on the face of this Bill of

Cartier Thear to the party framed as south of the lace of into bill of Lading.

Container includes any container, trailer, transportable tank, flat or pallet or any similar article of transport used to consolidate goods and any equipment thereof or connected thereto.

Freight includes all charges payable to the Carrier in accordance with this Bill of Lading.

Coods' means the cargo received from the Shipper and includes any Container not supplied by or on behalf of the Carrier. Merchant' includes the Shipper, the Consignee, the receiver of the Goods, and anyone holding, owning or entitled to the possession of the Goods or of this Bill of Lading.

Servants' or 'Agents' includes master, officers, crew, owners, mangers, operators, charterers of or utilizing space on the carrying vessel, sub-contractors, stevedores, terminals and groupage operators, road-, rail- and air-transport operators and any independent contractors employed by the Carrier in the performance of the Carriage.

Carriage.

"USA" includes the United States of America and the territories where the United States Carriage of Goods by Sea Act (COGSA) is applicable.

SDR' means Special Drawing Right as defined by the International Monetary Fund

2. WARRANTY

2. WARKANI Y The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning, or entitled to the pos-session of, the Goods and this Bill of Lading.

3. SUBCONTRACTING

(i) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage. (2) it is hereby agreed that no Servants or Agents are, or shall be deemed to be liable with respect to the Goods as Carrier, ballee or otherwise.

deat its 0 or substances (3) if, however, due to mandatory provisions or otherwise any Servator Agent is or is adjudged to be carrier, balles of the Goods or under any responsibility with respect thereto, all exemptions and limitations of and exoneration from liability provided by law or by the terms hereof including the jurisdiction clause shall be available

to such Servant or Agent.

(4) If, unless based on mandatory provisions, any claim is made against any of the Servants or Agents, the Merchant shall indemnify the Carrier against all consequences thereof.

4. CARRIER'S RESPONSIBILITY

4. CARRIER'S RESPONSIBILITY

(1) General Provisions

Unless notice of loss or damage is given in writing to the Carrier or his Agent before or at the time of the removal of the Goods into custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage is not apparent, within three (3) days from this date, such removal shall be prima facie evidence of the delivery by the Carrier as described in this Bill of Lading and any such loss or damage which may have occurred to the Goods shall be deemed to be due to circumstances which are not the responsibility of the Carrier. The notice must clearly specify the damage. Notwithstanding the aforesaid, if the Goods have been delivered to the Merchant, the Merchant must prove that the damage to, or loss of, the Goods did not occur during the period after delivery.

(2) Port to Port Shipment

(a) When loss or damage has occurred between the time of loading of the Goods at the port of loading and the time of discharge at the port of discharge, the responsibility of the Carrier shall be determined in accordance with Swiss law. In the event this Bill of Lading has been issued in Switzerland or a country in which the Hague Rules are compulsorily applicable and covers a shipment between Switzerland and suttrearland with the Hague Rules are compulsorily applicable and covers a shipment between Switzerland and such country, or between such countries, the responsibility of the Carrier shall be determined in accordance with Swiss law.

(b) The Carrier shall be under no liability for loss of, or damage to, the Goods occurring, if such loss or damage arises prior to loading on, or subsequent to the discharge from, the vessel. However, in the event that an applicable benal covery right, defence, limitation and liberty as provided by Swiss law or in the event that the Bill of Lading covers a shipment to or from the USA, COSSA shall be applicable before the Goods are loaded on, or after they are discharged from, the wessel.

(c) duli persistant statil are distributed by Feterlands to the value of the Goods at the place and the time they are or should have been delivered to the Merchant. For the purpose of aderemining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus freight and insurance paid, unless already included in the invoice of the plus of the control of the co

value
(3) Combined Transport
(a) If the place of loss of, or damage to, the Goods is known,
responsibility of the Carrier is determined by the law applicable

responsibility of the Carrier is determined by the law applicable to that part of the Carriage.

(b) In the event that part of the combined transport is a shipment to or from the USA, the responsibility of the Carrier's shall be determined in accordance with Swiss law if the damage to, or loss of, the Goods occurs between the time of loading at the port of loading and the time of discharge at the port of discharge, and in accordance with CoGSA if such damage or loss occurs at any other time during the period of the Carrier's responsibility. (c) The Carrier is not liable for losses arising from an act or omission by the master of any carrying vessel, the pilot or any other person in the service of any carrying vessel, busher or tower during navigation or in the formation or dissolution of a pushed or towed convoy.

ere the Carrier is liable to pay compensation for total or oss of the goods, such compensation shall be calculated by partial loss of the goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were received for Carriage. The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, or if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality. (e) In the event that the law, convention or agreement applicable under clause 4 of 3() day or (b) is not mandatorily applicable to this transport and provides for liability exceeding 2 SDR per kilo of the arrows wight of the Goods for retamagent the maximum liability. gross weight of the Goods lost or damaged the maximum liability shall be limited to 2 SDR per kilo of the gross weight of the Goods

lost or damaged. (f) If the stage of the Carriage during which loss or damage occurred is not known, the Carrier's maximum liability shall not exceed 2 SDR per kilo of the gross weight of the Goods lost or

damaged.
(g) The Carrier shall not be entitled to the benefit of clause 4 (3) (c), (e) and (f) if it is proven that the damage resulted from a personal act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would

5. SHIPPER-PACKED CONTAINERSIf a container has not been packed or filled by or on behalf of the

Carrier:

(a) The Carrier shall not be liable for loss of or damage to the Goods caused by

Goods caused by (1) the manner in which the Container has been packed or filled, or (2) the incorrect setting of any thermostatic, ventilation or other special controls of the Container, or (3) the unsuitability of the Goods for carriage in the Container, or (4) the unsuitability or defective condition of the Container, unless the Container has been provided by or on behalf of the Carrier and

such unsuitability or defective condition arose or was not detected due to want of due diligence on the part of the Carrier. The Shipper shall inspect all Containers provided by the Carrier before stuffing them and the use of such Containers shall be prime facile evidence that the Container is in good order and condition and sound and

that the Container is in good urder and understanding suitable for use.

(b) The Merchant shall, regardless of fault, indemnify the Carrier against any loss, damage, liability or expense caused by one or more of the matters referred to in sub-paragraphs (a) (1), (2) or (3). Contributory fault of the Carrier limits the Merchant's liability pro-portionally. Further, where the loss, damage, liability or expense was caused by a matter referred to in sub-paragraph (a) (4) the Merchant shall be liable to indemnify the Carrier in respect thereof it would be the sharp the sharp the sharp sharp when the loss of damage were not caused by a want. Merchant shall be liable to indemnify the Carrier in respect thereof if and to the extent the loss or damage were not caused by a want of due diligence on the part of the Carrier or the defect could have been detected by the Shipper upon reasonable inspection of the

(c) The Merchant undertakes not to tender for transportation any (c) The Merchant undertakes not to tender for transportation any Goods which require refigeration without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a refigerated Container packed by or on behalf of the Merchant further undertakes (i) that the Container has been pre-cooled to the required temperature for the transportation of the Goods and (ii) that the Goods have been properly stowed in the Container and (iii) that its thermostatic controls have been adequately set before receipt of the Goods by the Carrier. The Carrier is not liable for any loss of or damage to the Goods arising inter alia from non-compliance with the above mentioned requirements. requirements.

requirements. (d) Container packed by the Merchant shall be delivered to the Carrier with an intact seal in place, or a high security seal if the latter is required by law for the respective trade. The seal number must be noted on this Bill of Lading by the Merchant. In the event the Container is not so sealed, the Carrier reserves the right, at the Merchants expense, to return the Container to the Merchant for

Merchants expense, to return use Contained to the merchants of sealing of to affix a seal. (e) Solas Weight Certification Shipper acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to stemship lines and represents that Carrier's entitled to rely on the accuracy of such weights and to carrier is entitled to they on the accuracy of such wegins and to counter-sign, endorse or otherwise provide its own certified weight to the steamship lines. Shipper agrees that it shall inderningly and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or question-able statements of the weight provided by Shipper or its agent or contractor on which the Carrier relies

6 SUNDRY LIABILITY PROVISIONS

(1) Hague Rules/Hague-Vistoy Rules in the event that, contrary to clause 22, another law than the one stipulated therein is applied, then, if this Bill of Lading has been issued in a country where the Hague Rules apply, the Hague Rules shall apply and the limitation sum for the purpose of Article IV Rule 5 of the Hague Rules shall be GBP 100 gold per package or unit, or, Sof the Hague Rules shall be GBP 100 gold per package or unit, or, if this Bill of Lading has been issued in a country where the Hague-Vistoy Rules are compulsorily applicable, the Hague-Vistoy Rules shall apply and the Carrier's lability shall not exceed 666.7 SDR per package or 2 SDR per kilo of gross weight of the Goods lost or damaged, whichever is the higher.

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20 COSA
Notwithstanding any of the foregoing to the contrary in the event.
Notwithstanding any of the foregoing to the contrary, in the event.
the side of the contrary is selected in the OSA and such court contrary
the side of the Cost is predicted in the OSA shall be computerly
applicable to this contract of carriage if this Bill of Lading covers a
shipment to or from the USA. The provisions set for thin OSAS
shall also govern before the Goods are loaded or after they are
discharged from the vessel. The Carrier's maximum liability in
respect to the Goods shall not exceed USD 500 per package, or
where the Goods are not shipped in packages, USD 500 per customary freight unit, unless the nature and value of the Goods have
been declared by the Merchant and inserted in writing on the face
of this Bill of Lading and said Merchant has paid ad valorem freight.
(3) Shipper's declared value.

of this Bill of Lading and said Merchant has paid au vaiorem rinegin.

(3) Shipper's declared value

The Merchant agrees and acknowledges that the Carrier has no
knowledge of the value of the Goods and that compensation higher
than provided herein, may not be claimed unless the nature and
value of such Goods have been declared by the Merchant, agreed
to by the Carrier and inserted into the Bill of Lading before shipmany had right in the anniciated and valorem frieight must be agid. to by the Carrier and inserted into the Bill of Lading before ship-ment. In addition, the applicable ad valorem freight must be paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value is higher than the actual value, the Carrier shall in no event be liable to pay compen-sation higher than the net invoice value of the Goods plus freight as the contracts, invoices, order numbers or details of any contract, sales contracts, invoices, order numbers or details of any contract occlaration of value. All prefer is not a party shall not be regarded as a declaration of value.

to which the Carrier is not a party shall not be regarded as a declaration of value.

(4) Delay

The Carrier does not undertake, unless explicitly otherwise agreed in writing, that the Goods arrive at the port of discharge or place of delivery at any particular mitine or to meet any particular market or use. The Carrier shall under no circumstances be liable for direct or delivery at shall be limited to a manual three times the Freight Delay liable for the Carrier notwithstanding the foregoing is being held responsible for delay, liablity shall be limited to an amount three times the Freight payable for the delayed Goods.

(5) Scope of application and exclusions

(a) The rights, defences, limitations and liberties of whatsoever nature provided for in this Bill of Lading shall apply to any action against the Carrier for any loss or damage or delay, howsoever nature provided for in this Bill of Lading shall apply to any action against the Carrier for any loss or damage or delay, howsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits.

(6) Nothing contained in this Bill of Lading shall deprive the Carrier of any of his rights otherwise provided for elsewhere.

(7) The Carrier shall be discharged from all liabilities under this Bill of Lading shall deprive the Carrier of any of his rights otherwise provided for elsewhere.

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7. INSPECTION OF GOODS

The Carrier or any person to whom the Carrier has sub-contracted the Carriege or any person authorized by the Carrier shall be entitled, but under no obligation, to open or scan any Container or package at any time and to inspect the Goods. If by order of the authorities at any time and to inspect the Goods if by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of such opening, unpacking, inspecting or repacking. The Carrier shall be entitled to recover from the Merchant any costs which are incurred due to compliance with the respective confers from the authorities. whom the Carrier has sub-contracted

8. CARRIAGE AFFECTED BY CONDITION OF GOODS

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If it appears at any time that, without want of due diagence on the part of the Correct the Goods of the part of the Carrier the Goods of the carrier than the Carrier

FREIGHT AND CHARGES
 Freight shall be deemed fully earned and shall be paid on receipt of the Goods by the Carrier. Freight is non-returnable in any

(2) The Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Goods, any Container or other package or unit in order to reweigh, re-measure or revalue the contents, and if the particulars furnished by or on behalf of the Shipper are substantially incorrect, it is agreed that a sum equal to either five times the difference between the correct Freight and the Freight charged, withchever sum is the smaller, shall be payable as liquidated damages to the

sum is the smaller, shall be payane as inconnection.

Garrier.

(3) All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant.

(4) Where Containers or equipment are supplied by the Carrier, the Merchant shall pay all demurges and charges which are not due to a fault or neglect of the Carrier.

(5) Freight and charges shall be paid in full and without any set-off, counter-claim or deduction.

counter-Gallin or deduction.

(6) Despite the acceptance by the Carrier of instructions to collect Freight, charges or other expenses from any other person in respect of the Carriage under this Bill of Lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

MERCHANT'S RESPONSIBLITY.

10. MERCHANT'S RESPONSIBLITY.

10. MIRCHANT'S RESPONSIBLITY.

10. All the persons coming within the definition of Merchant in clause I shall be jointly and severally liable to the Carrier for the fulfillment of all obligations and warranties arising from or in relation to this Bill of Lading.

(2) The Merchant shall comply with all regulations or requirements of customs, ports, or other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including Freight for any additional Carriage) incurred or suffered by reason of any illegal, incorrect, or insufficient declaration, marking, numbering or addressing of the Goods or the discovery of stowaways or any drugs, narroctors, or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant or inside Goods applied by the Merchant or inside Goods or inside and inside applied by the Merchant or inside Goods applied by the Merchant or inside Goods applied by the Merchant or inside Goods applied by the Merchant or insid

11. ISPS CODE

(1) The Merchant will indemnify and hold the Carrier harmless from any damages, including delay of vessels, resulting from the violation of the ISPS Code on the part of the Merchant.

(2) The Merchant undertakes to pay the Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the Port Facility or any relevant authority in accordance with the ISPS Code in relation to the Goods.

(3) The Carrier is entitled to deviate the vessel to a different port and to unload the Goods there if they do not or no longer comply with the requirements of the ISPS Code in the port of discharge. Such discharge shall be deemed to constitute due delivery under this Bill of Lading.

12. CARRIER'S LIEN (1) Carrier shall have a lien on goods and documents relating thereto for all sums due under this Bill of Lading, which includes General
Average and salvage contribution, and costs of enforcement of the
aforementioned claims. Such lien shall survive delivery. The lien
may be enforced by the Carrier by public or private sale. (2) In the event that there are any mandatory rules or regulations
contrary to paragraph (1) in force in the country where the Goods
are situated at the time of the intended sale, these shall be applicable.

13. OPTIONAL STOWAGE

IS OF INONES SIGNATURE

(2) Goods packed in Containers by the Carrier.

(2) Goods packed in Containers, whether by the Carrier or the Merchant, may be carried or decreased in Containers, whether by third notice to the Merchant or on the Bill of Lading, Such Goods whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of Goods under this Bill of Lading and under the Hague Rules or the Hague-Visty Rules or COGSA, whichever is applicable in the individual case. ked into Containers by the Carrie

14. METHODS AND ROUTE OF TRANSPORTATION

14. METHOS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant

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

(b) Use any means of transport or storage whatsoever including

transhipping or carrying the same on another vessel than that

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transport whatsoever or most direct or customary or advertised route, and at any

speed, and proceed to or stay at any place or port whether or not have

such place or port is named overleaf and store the Goods

temporarily at any such place or port,

(e) comply with any orders or recommendations given by any

government or authority or any presson or body acting or purport
ing to act as or on behalf of such government or authority or hav
ing under the terms of the insurance on the conveyance employed

by the Carrier the right to give orders or directions.

(2) The liberties set out in paragraph (1) may be invoked by the

Carrier for any reasonable purpose whether or not connected with

the Carriage of the Goods including undergoing reparts to the

conveyance employed by the Carrier, towing or being towed,

adjusting instruments, dry docking and assisting vessels in distress

situations. Anything done accordingly and any delay arising there
from shall be deemed to be within the contractual carriage and

shall not be a deviation of the contractual carriage and

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15. MATTERS AFFECTING PERFORMANCE

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If at any time the Carriage is seriously affected by any hindrance, risk to ship or cargo, or substantial delay, war, civil commotion, political unrest, act of terrorism and threat thereof, even though the circumstances existed at the time this contract was entered into or the Goods were accepted for Carriage, and which cannot be avoided by the exercise of reasonable endeavours, the Carrier, whether or not the Carriage is commenced, may treat the performance of this contract as terminated and place the Goods or any part of the Carrier in respect of such Goods shall cease. The Merchant shall pay any additional costs for Carriage to and delivery and storage at such place or port.

16. DANKERDUE GOODS.

delivery and storage at such place or port.

16. DANGEROUS GOODS

(I) No Goods which are or may become dangerous, inflammable or damaging, including radio-active materials, or which are or may become liable to damage any property whatsover, shall be tendered to the Carrier for Carriage without his express written consent and without the Container and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and marking or if in the reasonable opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable or damaging nature, the Goods may at any time be unloaded, destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant.

(2) The Merchant warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during Carriage.

(3) Whether on to the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages, delay, attorney fees, expenses and fines arising in consequence of any breach or the provisions of this clause.

17. NOTIFICATION AND DELIVERY

TO A NO DELIVERY

e to give notification of the arrival of the Goods shall not
the Carrier in any liability nor relieve the Merchant of any
tereunder.

involve the Carrier in any liability nor relieve the Merchant of any liability hereunder.

(2) The Merchant shall take delivery of the Goods within 3 (three) days. If the Merchant falls to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers produced by the Carrier, and/or to store the Goods abrore or afloat at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability of the Carrier in respect of the Goods stored as aforesaid shall cease, and the Merchant shall be responsible for the cost of such storage.

(3) If the Merchant fails to take delivery of the Goods within 30 (thirty) days of delivery becoming due, or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other clause, the storage or the storage in the Merchant.

(4) Without prejudice to an earlier termination by virtue of law or any other clause of this Blid of Lading the responsibility of the Carrier storage in the Merchant.

(4) Without prejudice to an earlier termination by virtue of law or any other clause of this Blid of Lading the responsibility of the Carrier storage or the Carrier shall be delivered at the Merchant's risk and opposes an every respect when taken into the custody of customs or other authorities.

18. MULTIPLE BILLS OF LADING FOR FCL SHIPMENTS

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Goods will only be delivered in the Container to the Merchant if all
Bills of Lading in respect of the contents of the Container have
been surrendered to the Carrier authorizing delivery to a single
Merchant at a single place of delivery, in the event that this requirement is not fulfilled the Carrier may unpack the Container and
deliver to the Merchant, without the Container, the Goods in
respect of which the Bills of Lading have been surrendered to the
Carrier. Such delivery shall constitute due delivery hereunder but
will only be effected against payment by the Merchant of the
charges for any additional service rendered. If the Container has
not been provided by the Carrier, the latter shall be free to decide
at his convenience to whom of the receivers of the Goods to deliver
the Container.

the Container. If the Carrier is required to deliver the Goods to more than one Merchant and all or part of the Goods in the Container consist of bulk or is or becomes mixed, unidentifiable or unmarked, the holders of the Bill of Lading relating to Goods within such Container shall take delivery thereof including any damaged portions or shortage of Goods in such proportions as the Carrier in his sold discretion determines such delivery constitutes due delivery thereunder

19. BOTH-TO-BLAME COLLISION AND NEW JASON CLAUSE

20. GENERAL AVERAGE AND SALVAGE

The Merchant shall indemnify the Carrier in respect of ay claims of a General Average or salvage nature which may be made which may be made on him and shall provide such security as may be required by the Carrier in connection therewith. The Merchant hereby permits the Carrier to act on behalf of the Merchant in any General Average or salvage proceeding in which the Merchant does not appear.

21. VALIDITY

21. VALIDITY (I) In the event that anything herein contained is inconsistent with any applicable International Convention or national law which can-not be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and would. Unless other terms are specifically agreed in writing between the Merchant and the Carrier, the Terms of this Bill of Lading super-sede any prior agreements between the Merchant and the Carrier (2) Unless otherwise agreed between the Carrier on the one hand and the Shipper or a person acting on behalf of the Shipper on the other hand, the terms of this Bill of Lading including clause 22 shall also nowers are underlying control of carriers. also govern any underlying contract of carriage

22. LAW AND JURISDICTION

22. LAW AND JURISDICTION
Any claim or dispute arising under this Bill of Lading shall be governed by the laws of Switzerland and determined by the courts of Zurich to the exclusion of the jurisdiction of the courts of any other place. The parties agree that, to the extent foreseen under the applicable procedural rules, the proper court shall be the commercial court of Zurich (Handelsgenicht Zurich).

23. WAYBILL

(1) The following paragraphs are applicable only in the event that this document is used as a Waybill

(2) All terms and conditions mentioned, or referred to, in clauses 1 or 20 inclusive and on the face hereof shall papply to this Waybill. However, in the event of a conflict of such terms and conditions with the following paragraphs, the following paragraphs shall prevail. All terms and conditions so applicable to this Waybill shall hereinafter be referred to as Waybill terms and conditions?

(3) The Shipper accepts the Waybill terms and conditions on behalf of the Consignee and the owner of the Goods and warrants that he has authority to do so.

(4) Upon written request of the Shipper prior to arrival of the carrying vessel at the port of discharge or place of delivery, whichever applicable, the Carrier will use its best efforts to change the Waybill to the Carrier's Bill of Lading, provided that the Carrier's shill in no case be liable for failure timely to effect such change.

(5) The Goods are subject to the Carrier's normal credit practices with respect to release of particular Goods, as specified in the Waybill terms and conditions, including but not limited to, the Carrier's normal tradit to a lien against any shipment as security for any unpaid charges due and owing to the Carrier by any party to this Waybill, whether related to the Goods described in this Waybill or not

Waybill, whether related to the Goods described in this Waybill or not.

(6) Delivery will be made to the Consignee or his authorized representative upon presentation of a delivery receipt or other evidence of identity and authorization satisfactory to the Carrier in his sole and absolute discretion without the need of producing or surrendering a copy of this Waybill.

(7) Should the Consignee require delivery to a party and/or premises other than as shown in the Consignee box on the face hereof, then the Consignee must give written instructions to the Carrier or his agent. Unless the Shipper expressly waves his right to control the Goods until delivery by means of a clause on the face hereof, such instructions from the Consignee mult be subject to any instructions to the contrary by the Shipper.

(8) The Consignee or other receiver of the Goods, by presenting this Waybill and/or requesting delivery of the Goods, undertaking being additional and without prejudice to the Shipper sown liability.

(9) Unless instructed to the contrary by the Shipper sown liability.

(9) Unless instructed to the contrary by the Shipper prior to the commence-ment of Carriage and noted accordingly on the face hereof, the Carrier will, subject to the Waybill terms and conditions, process cargo claims with the Consignee. Claims settlement, if any, shall be a complete discharge of Carrier's liabilities to the Shipper.