FMS SEAWAYS

TERMS AND CONDITIONS

1. DEFINITIONS
"Carriage" means the operations and services undertaken by or on behalf of the Carrier in respect of the Goods.
"Carrier" means FMS Seaways AG.
"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.
"Goods" 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 Receiver, the Consignor, the Consignee, 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, managers, 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.
"USA" includes the United States of America and the territories where the legislation referred to as United States Carriage of Goods by Sea Act (hereafter "COGSA") is applicable.
"SDR" means Special Drawing Right as defined by the International Monetary Fund.

2. WARRANTY
(1) The Merchant warrants that, in agreeing to the terms hereof, he is, or has the authority of, the person owning, or entitled to the possession of, the Goods and this Bill of Lading.
(2) For the purpose of providing information to authorities in accordance with the applicable laws, and for other relevant purposes, the Carrier relies on information regarding the Merchant and the Goods provided by Merchant in a timely fashion.
Merchant warrants to Carrier that all particulars of the Goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct.

3. SUB-CONTRACTING
(1) 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, bailee or otherwise.
(3) If, however, due to mandatory provisions or otherwise, any Servant or Agent is, or is adjudged to be, Carrier or bailee 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
(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 the custody of the person entitled to delivery thereof under the contract of carriage, or if the loss or damage is not apparent, within 3 (three) 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.
The Carrier has no obligation to arrange for cargo insurance for the Merchant's account unless the contrary has been agreed in writing.
(2) Port to Port Shipment
(a) Subject to clause 6 (2), 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 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 if such loss or damage arises prior to loading on, or subsequent to the discharge from, the vessel. However, in the event that applicable mandatory legal provisions provide the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty as provided by the applicable law.
(c) Compensation shall be calculated by reference 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 determining 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 value.
(3) Combined Transport
(a) If the place of loss of, or damage to, the Goods is known, the responsibility of the Carrier is determined by the law applicable to that part of the Carriage.
(b) 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, pusher or tower during navigation or in the formation or dissolution of a pushed or towed convoy.
(c) Where the Carrier is liable to pay compensation for total or 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, by reference to the normal value of goods of the same kind and quality.
(d) In the event that the law, convention or agreement applicable under clause 4 (3)
(a) is not mandatorily applicable to this transport and provides for liability exceeding 2 SDR per kilo of the 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.
(e) 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.
(f) The Carrier shall not be entitled to the benefit of clause 4 (3) (b), (d) and (e) 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 probably result.

5. SHIPPER-PACKED CONTAINERS
If a Container has not been packed or filled by or on behalf of the Carrier:
(1) The Carrier shall not be liable for loss of or damage to the Goods caused by
(a) the manner in which the Container has been packed or filled, or
(b) the incorrect setting of any thermostatic, ventilation or other special controls of the Container or
(c) the unsuitability of the Goods for carriage in the Container or
(d) 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 prima facie evidence that the Container is in good order and condition and sound and suitable for use.
(2) 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 (1) (a), (b) or (c). Contributory fault of the Carrier limits the Merchant's liability proportionally. Further, where the loss, damage, liability or expense was caused by a matter referred to in sub-paragraph (1) (d), the 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 Container.
(3) The Merchant undertakes not to tender for transportation any Goods which require refrigeration without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a refrigerated 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.
(4) 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 sealing or to affix a seal.
(5) Solas Weight Certification (Verified Gross Mass - VGM)
Shipper acknowledges that it is required to provide to the Carrier verified weights (verified gross mass) in accordance with all applicable laws and regulations for each shipper-packed container. The Carrier is entitled to rely on the accuracy of such VGM information when forwarding such VGM to any Agents performing the Carriage. The Merchant shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable 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-Visby 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 if this Bill of Lading has been issued in a country where the Hague-Visby Rules are compulsorily applicable, the Hague-Visby Rules shall apply and the Carrier's liability shall not exceed 666.67 SDR per package or 2 SDR per kilo of gross weight of the Goods lost or damaged, whichever is the higher.
(2) COGSA
If this Bill of Lading covers a shipment to or from the USA, then the provisions of COGSA shall apply instead of the provisions of Swiss law governing the same subject matter, regardless of whether the contract was made for a port to port or multimodal carriage, and regardless of whether or not the Goods are carried on deck. In that case, 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. For the purpose of this paragraph (2), the term "package" means the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.
(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 shipment 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 compensation higher than the net invoice value of the Goods plus freight and insurance. Any references to letters of credit, import licences, sales contracts, invoices, order numbers or details of any contract 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 time or to meet any particular market or use. The Carrier shall under no circumstances be liable for direct, indirect or consequential loss or damage caused by delay. If the Carrier notwithstanding the foregoing is being held responsible for delay, liability shall be limited to an amount 3 (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 occurring and whether the action be founded in contract or tort.
(b) Save as otherwise provided herein, the Carrier shall under no circumstances whatsoever 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 unless suit is brought within 9 (nine) months after the delivery of the Goods or after the date when the Goods should have been delivered.

7. INSPECTION OF GOODS
The Carrier or any person to whom the Carrier has sub-contracted the Carriage 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 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 orders from the authorities.

8. CARRIAGE AFFECTED BY CONDITION OF GOODS
If it appears at any time that, without want of due diligence on the part of the Carrier the Goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Goods or any part thereof the Carrier may abandon the Carriage thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage or to store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

9. FREIGHT AND CHARGES
(1) Freight shall be deemed fully earned and shall be paid on receipt of the Goods by the Carrier. Freight is non-returnable in any event.
(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 5 (five) times the difference between the correct Freight and the Freight charged, or to double the correct Freight less the Freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier.
(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 or his Agents, the Merchant shall pay, in accordance with the applicable tariff of the Carrier or the relevant Agent, all demurrage and/or detention and charges which are not due to the fault or neglect of the Carrier. The relevant provisions of the applicable tariff can be obtained from the Carrier upon request.
(5) Freight and charges shall be paid in full and without any set-off, counter-claim 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.

10. MERCHANT'S RESPONSIBILITY
(1) All the persons coming within the definition of Merchant in clause 1 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 failure so to comply, or by reason of any illegal, incorrect, or insufficient declaration, marking (including a weight indication where required by the applicable laws and regulations), numbering or addressing of the Goods or the discovery of stowaways or any drugs, narcotics, or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant, or stamp duty imposed by any country, and shall indemnify the Carrier in respect thereof.
(3) If Containers were supplied by or on behalf of the Carrier, the Merchant is responsible for returning the empty Containers in the same condition as received, with interiors brushed and clean and free from odour, to the point or place designated by the Carrier, his Servants or Agents, within the time prescribed. Should a Container not be returned in the condition required or within 3 (three) days or the time agreed, the Merchant shall pay for detention and any additional loss or expenses which may arise therefrom.

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 afore-mentioned claims. Such lien shall survive delivery. The lien may be enforced by the Carrier by public or private sale.

(2) If 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
(1) The Goods may be packed into Containers by the Carrier.
(2) Goods packed in Containers, whether by the Carrier or the Merchant, may be carried on deck or under deck without 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-Visby Rules or COGSA, whichever is applicable in the individual case.

14. METHODS 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) transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named overleaf or by any other means of transport whatsoever,
(c) proceed by any route in his discretion, whether or not the nearest or most direct or customary or advertised route, and at any speed, and proceed to or stay at any place or port whatsoever once or more often and in any order,
(d) load or unload the Goods at any place or port whether or not any 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 person or body acting or purporting to act as or on behalf of such government or authority or having 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 repairs 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 therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.
(3) In case the Merchant tenders Goods without prior written request to and written acceptance by the Carrier for Carriage in a specialized Container or for Carriage otherwise than in a Container or for Carriage in a refrigerated, insulated, specially cooled or ventilated compartment, Carriage may be undertaken in a general purpose Container or compartment of the vessel.

15. MATTERS AFFECTING PERFORMANCE
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 them at the Merchant's disposal at any place or port which the carrier may deem safe and convenient, whereupon the responsibility 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. DANGEROUS GOODS
(1) 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 whatsoever, 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 or not 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 of the provisions of this clause.

17. NOTIFICATION AND DELIVERY
(1) Failure to give notification of the arrival of the Goods shall not 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 fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers provided by the Carrier, and/or to store the Goods ashore 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 rights which he may have against the Merchant, and without notice, sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant.
(4) Without prejudice to an earlier termination by virtue of law or any other clause of this Bill of Lading the responsibility of the Carrier shall cease and the Goods shall be considered to be delivered at the Merchants risk and expense in every respect when taken into the custody of customs or other authorities.

18. MULTIPLE BILLS OF LADING FOR FCL SHIPMENTS
(1) 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. If 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.
(2) 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 sole discretion determines such delivery constitutes due delivery thereunder

19. BOTH-TO-BLAME COLLISION AND NEW JASON CLAUSE
The current published and approved BIMCO Both-to-Blame Collision Clause and New Jason Clause are incorporated herein.

20. GENERAL AVERAGE AND SALVAGE
The Merchant shall indemnify the Carrier in respect of any 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
(1) 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. Unless other terms are specifically agreed in writing between the Merchant and the Carrier, the Terms of this Bill of Lading supersede 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 govern any underlying contract of carriage.

22. LAW AND JURISDICTION
Any claim or dispute arising under this Bill of Lading shall be determined by the courts of Zurich, to the exclusion of the jurisdiction of the courts of any other place, and, subject to clause 6 (2), shall be governed by the laws of Switzerland. The parties agree that, to the extent foreseen under the applicable procedural rules, the proper court shall be the commercial court of Zurich (Handelsgericht Zürich). The Carrier, however, shall be entitled at his sole option to commence proceedings against Merchant at any court or tribunal having jurisdiction in accordance with the laws of such venue.

23. WAYBILL
(1) The following paragraphs are applicable only if this document is used as a Waybill.
(2) All terms and conditions mentioned, or referred to, in clauses 1 to 22 inclusive and on the face hereof shall apply 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 shall 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 right 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.
(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 waives his right to control the Goods until delivery by means of a clause on the face hereof such instructions from the Consignee will 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, undertakes all liabilities of the Shipper under this Waybill, such undertaking being additional and without prejudice to the Shipper's own liability.

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