

SEA WAYBILL TERMS & CONDITIONS

CLAUSE 1. Received by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number of containers or other packages or units enumerated on the front of this Sea Waybill, for Carriage from the Place of Receipt or Port of Loading, whichever is applicable, to the Place of Delivery or Port of Discharge, whichever is applicable, according to the terms of the contract evidenced by this Sea Waybill.

CLAUSE 2. The Carrier shall be obliged to deliver the Goods only to the Consignee listed on the front of this Sea Waybill unless instructed otherwise in writing by the Shipper, in which event the Carrier shall be obliged to deliver the Goods only to the Person to whom delivery is to be made according to the Shipper's written instructions or, if more than one set of instructions is received by the Carrier, the set of instructions received latest in time by the Carrier prior to delivery.

CLAUSE 3. The contract evidenced by this Sea Waybill is subject in all respects to the terms, conditions, exceptions, limitations and liberties (including those relating to pre-carriage and on-carriage) set out and incorporated by the Carrier's Bill of Lading, the terms of which are fully incorporated herein by reference. The terms of the Carrier's Applicable Tariff are incorporated herein. Particular attention is drawn to the terms therein relating to Container and vehicle demurrage. In case of inconsistency between this Sea Waybill, Carrier's Bill of Lading, and Carrier's Applicable Tariff, Carrier's Bill of Lading shall prevail.

Unless the context otherwise requires, the term or any reference to "Bill of Lading" and "Applicable Tariff" wherever appearing in the Carrier's Bill of Lading shall be deemed to include and refer to this Sea Waybill. Capitalized terms used but not defined in this Sea Waybill shall have the meanings set forth in the Carrier's Bill of Lading.

The Shipper accepts the said terms, conditions, exceptions, limitations and liberties in the Carrier's Bill of Lading, the Carrier's Applicable Tariff, and this Sea Waybill on its own behalf and on behalf of the Consignee and the Owner of the Goods and warrants that it has authority to do so.

CLAUSE 4. The Consignee by presenting this Sea Waybill and/or by requesting delivery of the Goods undertakes all liabilities of the Shipper hereunder, such undertaking being additional and without prejudice to the Shipper's own liability. The benefit of the contract evidenced by this Sea Waybill shall thereby be transferred to the Consignee.

CLAUSE 5. A copy of the Carrier's Bill of Lading and Carrier's Applicable Tariff may be inspected and will be supplied on request by any of the offices of the Carrier or its agents.

CLAUSE 6. Subject to Clause 6 of the Carrier's Bill of Lading, the Hague Rules or the Hague-Visby Rules, whichever would have been applicable if this Sea Waybill were a Bill of Lading pursuant to the terms of the Carrier's Bill of Lading, shall apply to the contract evidenced by this Sea Waybill. The contract evidenced by this Sea Waybill is deemed to be a contract of Carriage as defined in Article 1(b) of the Hague Rules and the Hague-Visby Rules.

CLAUSE 7. The term "Consignee" shall include any person to whom the Goods are delivered pursuant to the written instructions of the Shipper.

CLAUSE 8. The contract contained herein or evidenced hereby shall be governed by Singapore law. Any claim or other disputes hereunder shall be solely determined by the Courts of Singapore, unless the Carrier otherwise agrees in writing.