It is mutually agreed that:

1. DEFINITIONS
CARRIER: PDL International Pte Ltd
CONTAINER: includes any container, flat, top/open sided container, transportable tank or similar article of transport used to facilitate the shipment of goods.
COMBINED TRANSPORT arises when the Port of Loading & the Port of Discharge only are shown on the face hereof.
MERCHANT: Shall include the Shipper, Consignee, the Holder of the Waybill, the Receiver & the owner of the goods.
GOODS: Shall mean the cargo described on the face of the Waybill.
Waybill: Shall mean the document which forms the Waybill or any other document in substitution thereof.
PACKAGE: Shall include any container stuffed & sealed by the Shipper or on his behalf, although the articles shipped therein may be enumerated in the Particulars furnished by the Shipper.

2. PARAMOUNT CLAUSE:
It is mutually agreed that this Waybill shall have effect subject to the provisions of the International Convention relating to Waybill's dated Brussels 25th August 1924 (hereafter called "Hague Rules"). The Hague Rules shall not apply where the goods carried hereunder are live animals or stated to be carried on deck or where this Waybill is subject to any compulsorily applicable enactment, including Hague-Visby Rules, based on said Hague Rules, 1924. The terms & conditions of any applicable tariff or conference are deemed incorporated herein. Nothing contained in this Waybill shall be deemed to be surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or limitations under the said Hague Rules or compulsory enactments. If anything herein contained is inconsistent with the said Hague Rules, or compulsory law, it shall to the extent of & on the occasion of such inconsistency & no further, be null & void.

3. WARRANTY
The Shipper warrants that in agreeing to the terms hereof he is the owner or has the authority of the person owning or entitled to possession of the goods.

4. NEGOTIABILITY & TITLE TO THE GOODS
(I) This Waybill is non-negotiable. It shall not constitute title to the Goods. The holder however shall be entitled to receive the Goods herein described from the Carrier and possession thereof without any obligation on the Carrier to ascertain whether or not he or she is the owner of the Goods.

(ii) This Waybill shall be prima facie evidence of taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when possession of the Goods described herein shall have been given to a third party acting in good faith.

5. RESPONSIBILITY
A PORT TO PORT SHIPMENT
(i) The Carrier's obligation in respect of the goods shall begin when the goods are accepted at the Ocean vessel's rail at the port of loading & shall continue until the goods are discharged at the ocean vessel's rail at the port of discharge. The Carrier shall not in any circumstances whatsoever be liable for any loss or delay of or damage to the goods (whether in his actual or constructive possession or not) howsoever caused occurring before they are accepted at the ocean vessels rail at the port of loading or after they are discharged at the ocean vessel's rail at the port of discharge.
(ii) Where the contract of carriage involves pre-carriage, carriage inland, storage prior to loading or after discharge from the ocean vessel, loading or unloading of goods into or from containers, the Merchant hereby constitutes the Carrier as his Agent with Authority to enter such contracts on his behalf & the Carrier shall be under no personal liability whatsoever or howsoever arising as Carrier bailee or otherwise in connection with the goods except as Agent of the Merchant.
(iii) Where incidental to the contract of carriage the Carrier arranges for pre-carriage, on-carriage, carriage inland, storage prior to loading or after discharge from the ocean vessel, loading or unloading of goods into or from containers, or the supply of containers, the Carrier shall be still be entitled to demand from the Merchant the full freight for the entire carriage, including the charges incurred by the Carrier as Agent for the Merchant. Any such charges shall be deemed as freight within the definition of freight.
(iv) If notwithstanding the port to port shipment nature of the contract, in all relevant circumstances any competent Court or Tribunal shall decide that the Carrier is liable as Principal for any on-carriage, pre-carriage, carriage inland whatsoever & or storage, the Carrier's liability, if any, shall be determined in accordance with the provisions of Clause 5 (B) of this contract.

B COMBINED TRANSPORT
(i) With respect to loss or damage occurring during the carriage of the goods by sea being the period of responsibility described in Clause 5 (A) (I) of this Contract, then the Carrier's rights & liabilities shall be determined in accordance with the provisions of Clause 2.
(ii) With respect to loss or damage occurring during the carriage outside of the period of responsibility referred to in B (I) above, the terms & conditions of carriage of the sub-contracting Carrier by water, road or rail participating in the combined transport shall apply & are deemed incorporated herein as if set forth at length. The liability, if any, of the Carrier shall not in any event be greater than that of the sub-contracting Carriers & the Carrier shall have the benefit of all the defences & limitations of said sub-contracting Carriers. Copies of contracts of the sub-contracting Carriers will be furnished by the Carrier upon written request of the Merchant. Nothing herein shall be deemed a waiver of any rights which the Carrier may have against the sub-contracting Carriers for indemnity or otherwise.
(iii) The Carrier, without limiting (ii) above, shall be relieved of liability for loss or damage where such loss or damage can be reasonably attributed either in part or in whole to have been caused by:

(a) A wrongful act or omission of the Merchant.
(b) Insufficiency, lack, or defective condition of the packing in the case of goods which by their nature are liable to wastage, or to be damaged when not packed or when not properly packed.
(c) Compliance with the instructions of persons entitled to give them.
(d) Handling, reloading, stowage, or unloading of the goods by or on behalf of the Merchant.
(e) Inherent vice of the goods.
(f) Insufficiency or inadequacy of marks or numbers on the goods coverings or containers.
(g) Strikes or lockouts, or stoppage or restraints from labour, for whatever cause, whether partial or general.
(h) Theft & or any attempt thereat & loss or damage to the goods caused by a third party.
(i) Any other cause or event howsoever arising unless it is proved that the loss or damage resulted from an act or omission of the Carrier done with the intent to cause damage or loss or recklessly & with knowledge that the damage or loss would probably result.
(iv) If it cannot be proven when the loss or damage occurred the loss or damage shall be deemed to have occurred outside the period of responsibility referred to in 5(B) (I) above.

C GENERAL (Applicable to both Port to Port Shipments & Combined Transport).
(i) The Carrier shall in no circumstances whatsoever be responsible for any direct or indirect loss or damage sustained by the Merchant through delay.
(ii) The Carrier shall in no circumstances be liable for indirect, or consequential losses, howsoever arising. The Carrier shall not in any event be liable for loss or damage, deviation, mis-delivery, delay or detention unless he is notified in writing (other than upon a delivery document) within 3 days of the date of when the goods were delivered or in the event of non-delivery within 28 days from when the goods should have been delivered & compliance with the time limits herein shall be a condition precedent to recourse under this contract.
(iii) All goods tendered by the Merchant to the Carrier for carriage will be carried in a container (with or without goods belonging to third parties, in the case of a container supplied by the Carrier).

6. CONTAINERS
(i) Unless the Merchant gives notice to the Carrier or his Agent to the contrary (such notice to be given in writing at the time of booking the carriage of the goods) the Carrier shall have the right to load containers on deck without notice to the Shipper & if they are so carried the Hague/Hague-Visby Rules (whichever is applicable) shall apply & the goods shall contribute in General Average.
(ii) In the case of live animals & cargo which in the opinion of the carrier is required to be carried on deck having regard to the seaworthiness of the vessel, and is so carried on deck, the Carrier shall be under no liability whatsoever for loss damage or delay howsoever & whensoever occasioned.
(iii) In the case of a container supplied by the Merchant or by the Carrier to the Merchant for the Merchant's use, the following conditions shall apply.
(a) The Merchant, before using a container shall inspect to make certain that it is clean, sound & suitable for the type of cargo he is shipping & he shall have the right to reject any unsatisfactory container before use. The Carrier shall be under no liability whatsoever in the event of loss or damage to any of the goods directly or indirectly caused by the manner in which the goods have been packed or stowed in the containers or by the unsuitability of the goods for container carriage. The Merchant hereby agrees to indemnify the Carrier against any loss which the Carrier may suffer, or liability to any person which the Carrier may incur, on account of personal injury or loss of or damage to the property due to the manner in which the contents have been packed & or stowed inside the container or due to the unsuitability of the container. The Merchant further agrees to indemnify the Carrier against any additional expenses, fines, duties & taxes which the Carrier may incur by reason of error or omissions in the marks, numbers or descriptions of the container or its contents.
(iv) In the case of the supply of a container to an agent appointed by the Carrier on the Merchant's behalf, the Carrier shall be under no responsibility or liability for loss or damage to the goods caused by the unsuitability or defective condition of the container unless such unsuitability or condition be attributable to lack of due diligence on the part of the carrier.
(v) The Carrier shall be entitled but under no obligation to open any container at any time & inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried any further, either at all or without incurring any additional expenses or taking any measures in relation to the container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in open at any place which storage shall be deemed to constitute the delivery under this Waybill. The Merchant shall indemnify the Carrier against any additional expenses so incurred.
(vi) Where containers supplied pursuant to clause 6 (iii) above are unpacked at the Consignee's or Receiver's premises, the Consignees or Receivers are responsible for returning the empty containers with the interiors brushed & clean to the port or place of discharge within the time prescribed to them. Should a container not be returned within the prescribed time the Merchant shall be liable for any demurrage, loss or expenses which may arise from such non-return.
(vii) The Merchant agrees to indemnify the Carrier for any loss or damage to the container or for any liability arising from any act or omission by the Merchant, his servants, or Agents, arising directly or indirectly from, but not limited to, the packaging or stowage of cargo in the container or the use thereof.
(viii) In the event that the Carrier agrees to transport for a Merchant or any other party any empty container not loaded with goods, such transportation shall be undertaken only in accordance with the terms of this Waybill.
(ix) The Carrier, provided it shall have exercised due diligence to ensure that the vessel is in all respects properly equipped for the carriage of refrigerated or freezer containers shall not be responsible for any loss or damage whatsoever to any cargo shipped in refrigerated or freezer containers, whether or not such loss or damage arose from a defect or inefficiency either before or after shipment in such refrigerated or freezer containers & whether or not such loss or damage may have arisen or occurred through the fault or inadvertence of the Carrier.

7. TANK CONTAINERS/TANKTAINERS
At the request herein made by the Merchant,
(i) the tank containers/tanktainers are shipped herein unprotected by the Merchant at the sole risk and responsibility of the Merchant and with dents, minor indentations of the bar, scratch marks and other minor damage (hereinafter collectively referred to as "pre-shipment damage";
(ii) this Waybill does not state the pre-shipment damage;
(iii) the statement of apparent good order and condition of the goods in this Waybill does not indicate an absence of pre-shipment damage;
(iv) the Carrier is not responsible for all and any dents, minor indentations of the bar, scratch marks and other minor damage on the tank containers/tanktainers whenever and howsoever caused, including negligence on the part of the Carrier, its servants, agents, independent contractors and whomsoever and the Merchant shall save and hold the Carrier harmless and indemnify the Carrier from all liabilities, actions, proceedings, loss and damage suffered and/or incurred by the Carrier arising out of and/or in connection with the pre-shipment damage.

8. HEAVY LIFT CARGOES
(i) The weight of a single piece or package of goods exceeding 1,000 kgs gross must be declared by the Merchant in writing before delivery to the carrier for shipment failing which the Carrier is entitled to reject the goods for shipment.
(ii) In addition, in the absence of the declaration from the Merchant, and whether or not the Carrier has rejected the goods for shipment, the Carrier shall not be responsible for any loss of or damage to or in connection with the goods shipped under this Waybill and at the same time, the Merchant shall be liable for loss of or damage to any property or for personal injury arising as a result of the Merchant's said failure and shall indemnify and save and hold the Carrier harmless against any and all kinds of losses, damages or liabilities suffered and/or incurred by the Carrier, as a result of such failure.

9. TRANSHIPMENT & FORWARDING
The Carrier may at any time & for any purpose whatsoever discharge the goods or any part thereof from the vessel whether before or after sailing from the port of Loading and/or land to store the same either on shore or afloat: and/or tranship or forward the same by another vessel or other vessels whether prior to or subsequent to the sailing of the vessel & whether sailing from the port of receipt of the goods or from any port & whether belonging to the Carrier or to any other persons and/or may forward the same by any mode or method or modes or methods of conveyance whether by water, land or air or otherwise howsoever & whether under one or more WAYBILL and/or other contracts of oncarriage. In any such case the responsibility of each Carrier acting as such is limited to that part of the transit actually undertaken by him & the Carrier shall not be liable for any loss, damage or delay howsoever caused to the goods arising after discharge from his vessel. In respect of the storage and/or forwarding of the goods after such discharge the Carrier acts only as forwarding agent, making contracts for such storage and/or forwarding on the terms & subject to the limitation of liability in use by the persons with whom such contracts are made. Unless the value of the goods is declared at the time of shipment & is stated hereon and extra freight as may be agreed upon is paid the Carrier shall in no event be under any obligation to declare to the oncarrier any valuation of the goods, even though the oncarrier's contract of carriage contains a valuation or limitation of liability less than that contained in this Waybill. If the goods cannot be forwarded immediately to destination any charges incurred for storage shall be borne by the Owner of the goods. If the goods are forwarded by more than one conveyance the Consignee must take delivery of each portion immediately after arrival.

10. CONTRACTUAL VOYAGE
The voyage agreed upon includes sailing or docking with or without pilots. Since the vessel calls at other ports, it is understood & agreed that the vessel will not sail directly between the port of loading & the port of discharge, & that her schedule is subject to change without notice at any time. The Carrier shall have the right to call at unscheduled ports & to call at any port more than once to load or discharge other cargo. The vessel shall have a right to a tow or be towed, save life or property at sea, adjust compasses, make repairs, & dry-dock with the shipment herein still on board, & reduce speed for any purpose whatsoever.

11. NOTIFICATION & DELIVERY
(i) Any mention herein of parties to be notified of the arrival of the goods is solely for information of the Carrier, & failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
(ii) The vessel may commence discharging immediately on arrival without notice to the Consignee/Receiver or any other person & notwithstanding any provision on the face hereof to notify any party which provision (if any) shall impose no obligation whatsoever on the Carrier, & discharge continuously with or without sorting the goods or separating them from other goods (whether or not such goods are in the same ownership), irrespective of weather, by day or night, Sundays & holidays included, any custom of the port to the contrary notwithstanding on the quay, or into shed, warehouse, depot hulk, lighter, premises, vehicle or any other vessel or craft as the Carrier or his Agents may determine. Delivery over side to Consignee's lighters is at the vessel's option and, if given is subject to the Consignee providing sufficient lights & men to receive the goods as fast as the vessel can deliver, any custom of the port to the contrary notwithstanding. Such discharge shall constitute due delivery of the goods under this Waybill. Where the goods are to be discharged & delivered into lighters, then the liability of the Carrier shall cease upon the goods passing over the ships rail, it being declared that such discharge into lighters is at all times under the control of the lightermen, any other clause herein or custom of the port notwithstanding. The consignee shall bear any charges or expenses incurred by the Consignee or by the Carrier wholly or partially in respect of sorting the goods or separating them from other goods (whether in the same ownership or not) on shore or on board for any purpose whatsoever including any charges or expenses in connection with storage on shore or afloat pending such sorting or separation, & any apportionment of such charges or expenses by the Carrier among different consignees by any method whatsoever in the discretion of the Carrier shall for the purpose of this clause be final & binding upon the Consignee.

12. FREIGHT & CHARGES
(i) Freight on the goods shall be deemed earned when the goods are received for shipment, & shall be paid vessel and/or goods lost or not lost. The freight together with charges shall be due & paid to the Carrier at the port of shipment (unless otherwise agreed) at the time of shipment in the required freely transferable currency at the time of shipment calculated at the mean of the closing rates of exchange in London for the last working day of the week prior to the date when the vessel commences to load. Freight must be paid directly to Carrier or Carrier's authorised Agent. Freight forwarder or Brokers are to be considered as Merchant's Agents & payment made to them shall not be considered paid to Carrier although Waybill may be marked "Prepaid".
(ii) Interest at 2% over Lloyds Bank plc base lending rate shall be paid on any freight primage & charges remaining unpaid after due date of payment. Full freight is due on damaged or unsound goods & on packages, barrels or containers received part full or empty. The freight payable hereunder has been calculated & passed upon the particulars of the goods furnished by the Shipper to the Carrier. The Carrier shall be entitled at any time to open & to re-weigh or re-measure or revalue any goods & if the weight or measurement or value as furnished by the Shipper is found to be incorrect, freight shall be paid by the Shipper, Consignee and/or Owner of the goods on the excess weight or measurement or value so ascertained together with the expenses incidental to re-weighing or re-measuring or re-valuing which expenses shall be considered as freight but otherwise such expenses shall be payable to the Carrier. The Shipper shall, if required by the Carrier so to do, furnish forthwith on demand to the Carrier the invoice or a true value copy thereof relating to the goods. If the description or (in case where the value has been stated) the value of the goods has been mis-stated by the Shipper double the amount of such freight shall if required by the Carrier be paid (as liquidated damages) by the Shipper, consignee and/or Owner of the goods as would have been charged if the goods had been accurately described or valued & a certificate signed by the Carrier or his Agents shall be conclusive evidence for all purposes of the amount that would have been so charged.
(iii) The Merchant shall comply with the regulation & requirements of Port Customs & other Authorities & shall be liable for all duties, taxes, fines, imposts, expenses, loss or damage of whatever nature incurred or suffered by the vessel, Carrier or Carrier's Agent & the Carrier shall have a lien on the goods for such costs. In the event of goods not complying with the port customs or other regulations at the port of discharge or any of the aforesaid matters arising & entry being refused by the Port, Customs or other appropriate Authorities, the Carrier shall be at liberty to bring back or re-ship such goods to the port of shipment at the sole risk & expense of the Merchant. The Carrier shall be entitled to recover the costs by reason of the compliance with these regulations or requirements whether caused by negligence or not.
(iv) The Merchant shall further be liable to pay on demand day by day all storage charges and/or demurrage charges in regard to containers as hereinbefore or hereinafter provided in accordance with the tariff which may be obtained from the Carrier.

13. LIEN
(i) The Carrier his servants or Agents shall have a lien on the goods & the right to sell the goods whether privately or by public auction for all freight (including additional freight) payable pursuant to all or any of the terms hereof, primage, deadfreight, container demurrage, demurrage & storage charges, detention charges, salvage, General Average contributions & all other charges & expenses whatsoever which are for the account of the goods or of the Merchant & for the costs & expenses of exercising such lien & of such sale including legal fees calculated on a Solicitor/Client basis & also for all previously unsatisfied debts whatsoever due to the Carrier by the Merchant. Without prejudice to the foregoing the Carrier shall be entitled to a lien over any of the Merchant's cargo which may at any time be in its possession power or control for any or all of the above even though concerned with oncarriage, precarriage, and/or inland carriage whatsoever & or storage & despite the Merchant constituting the Carrier as his agent for the purpose of arranging such carriage & any storage. Nothing in this clause shall prevent the Carrier from recovering from the Merchant the difference between the amount due from him to the Carrier & the amount realised by the exercise of the rights given to the Carrier under this clause.
(ii) Without prejudice to the generality of the foregoing, notwithstanding that the property in the goods shall have passed to an Endorsee of the Waybill or Consignee named therein, & irrespective of whether or not the Carrier shall have exercised his lien, the Carrier shall be entitled:
(a) To recover from the Shipper or the party on whose behalf the instruction to ship the goods was made (hereinafter referred to as the 'Principal') freight, deadfreight, charges (whether relating to storage landing or detention), expenses, primage, general average contributions or demurrage due under this Waybill which in fact remains unpaid whether or not, in the case of freight/charges there is any stipulation on the face of the Waybill to the effect that freight /charges have been paid or are payable at destination.
(b) To recover from the Merchant the replacement value of any container (whether owned or leased by the Carrier) consigned to the Consignee/Receiver's premises & not returned by reason of being lost/destroyed within the time prescribed under clause 6 (vi) hereof to the port or place of discharge and/or any loss/expenses that may directly arise from such non-return and/or the cost of repairing the said container where the same has become damaged (whether or not by the fault or negligence of the Receiver/Consignee their servants or Agents) after the Carrier has consigned the same to the Receiver/Consignee.
(c) To recover from the Shipper of the goods all duties taxes fines imposts expenses losses or damage referred to in Clause 10 above.

14. GENERAL AVERAGE
(i) General Average shall be adjusted at any port or place at the option of the Carrier & subject to the terms of this Waybill in accordance with the York Antwerp Rules 1994 and any subsequent amendment thereto provided that where an adjustment is made in accordance with the law & practice of the United States of America or of any country having the same or similar law or practice the following shall apply:
NEW JASON CLAUSE
In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any clause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute or otherwise, the goods & the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred & shall pay salvage & special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier salvage shall be paid for as fully as if the said salving vessel belonged to strangers.
(ii) If the Carrier delivers the goods without obtaining security for General Average contributions, the Merchant by taking delivery of the goods undertakes personal responsibility to pay such contributions & to provide such cash deposit or other security for the estimated amount of such contributions as the Carrier shall reasonably require.
(iii) The Carrier shall be under no obligation to exercise any lien for General Average contribution due to the merchant.

15. CARRIER'S LIABILITIES IN THE EVENT OF WAR ETC
The ship shall have liberty to comply with any orders, directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, delivery or otherwise howsoever given by the Government of the nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof or any person acting or purporting to act with the authority of such Government or of any department thereof by any committee or person having under the terms of the War Risk Insurance on the ship the right to give such orders, directions or recommendations & if by reason of & in compliance with any such orders, directions or recommendations anything is done or not done the same shall not be deemed a deviation & delivery in accordance with such orders, directions or recommendation shall be a fulfilment of the contract voyage & the freight shall be payable accordingly.

16. CARRIER'S LIABILITIES IN THE EVENT OF BLOCKADE, DELAY ETC
In case of war, hostilities, strikes, port congestion, lock-outs, civil commotions, quarantine, ice, storms or any other cause whatsoever beyond the Carrier's control, whether threatened or otherwise, the Carrier shall have the following liberties, any warranty or rule of law notwithstanding:
To proceed to such convenient port as the Carrier shall in his absolute discretion select & discharge the goods.
To carry the goods back to the country of shipment & discharge them there.
To retain the goods on board the ship and/or return them to the original port of discharge in the same or substituted ship & there discharge the goods at the sole risk & expense of the shipper/consignee and/or owner of the goods.
To abandon the carriage of the goods by land at such convenient place as the Carrier shall in his absolute discretion select & discharge the goods from the container.
When the goods have been abandoned or discharged from the ship or container they shall be at the sole risk & expense of the Merchant & such discharge shall constitute a full discharge of all the carriers obligations. Full freight shall be deemed to be earned & the Carrier entitled to all extra expenses incurred in the performance of any of the foregoing liberties.

17. BOTH TO BLAME COLLISION CLAUSE
If the ship comes into collision or contact with another ship as a result of negligence of the other ship & any act neglect or fault of the Master, Mariners, pilots or servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other non-carrying ship or her owners in so far as such loss or liability represents loss or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods & set-off recouped or recovered by the other non-carrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact.

18. DESCRIPTION OF GOODS
(i) This Waybill shall be the prime facie evidence of the receipt by the Carrier in apparent good order & condition as far as ascertainable by reasonable means of the containers loaded on board whether or not the cargo is loaded into the container by the Merchant or by another party.
(ii) If the containers are stuffed by the Merchant this Waybill shall be a receipt only for the number of containers, their serial number & external condition. If the goods are stuffed in the container by the Carrier the Waybill shall be a receipt only for the number of packages or pieces shown herein, their marks & their external apparent condition. The Carrier does not weigh or measure the goods or containers & this Waybill is not a receipt for the weight or measurement declared by the Shipper nor for any other particulars furnished herein by the shipper. The carriers receipt is set forth in box entitled "Carriers Receipt" on the face hereof.

19. CARRIER'S RIGHT OF DISPOSAL

Subject to clauses 11, 12 & 13 above, if delivery of the goods is not taken by the Consignee/Receiver within 21 days of discharge the Carrier shall be at liberty & without notice to the Consignee/Owner of the goods to abandon the goods to any appropriate authority or sell the goods at salvage if the Carrier in his sole discretion reasonably believes that the value that would be obtained in sale or auction of the goods (less any commission) would be less than any outstanding storage and/or similar charges.

20. LANDING, LANDING CHARGES

The goods shall in all cases be landed by the vessel & not the consignee. All the landing charges & all the expenses arising after discharge of the cargo including discharge onto quay, surtax d'entrepot, stevedoring, handling, overtime, tally, quay dues, storage together with any other costs associated with such discharge shall be payable by the Merchant & delivery of the goods shall not be given until such time as those costs & expenses shall have been paid to the Carrier or its agent, any custom or alleged custom of the port to the contrary notwithstanding. Any lighterage necessary for the discharge of the goods as well as any expenses of weighing, measuring, valuing & counting the goods at the port of discharge shall similarly be paid by the Merchant any custom or alleged custom of the port to the contrary notwithstanding.

21. LIMITATION

The monetary liability of the Carrier shall not exceed the applicable limits of liability under the Hague or Hague/Visby Rules (whichever shall be applicable) Where the Merchant consolidates goods in a container then the applicable unit or package for the purposes of limitation shall be the said container. Where goods are packed on pallets for shipment then the pallet shall be considered as the applicable unit or package for the purposes of limitation even though the said pallet may be packed with a number of different packages. In the event that there may be goods belonging to different merchants packed into a single container, then the said container shall still be considered as one unit or package for the purposes of limitation. For goods shipped to or from the USA the limitation shall be US$500 per container or per package not shipped by the Merchant in a container or per customary freight unit if not packaged.

22. JURISDICTION

In respect of shipments to or from ports in New Zealand or its territories, this Waybill shall have effect subject to the provisons of the Maritime Transport Act 1994 and in so far as it relates to shipments to or from ports in Australia or its territories, it shall have effect subject to the provisions of the Carriage of Goods by Sea Act 1991, which shall, as the case may be, be deemed to be incorporated herein & nothing herein contained shall be deemed to be a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibility or liabilities under that act. If anything contained herein shall be repugnant to any of the provisions of such act it shall to the extent of such repugnancy but no further be null & void. Nothing herein contained shall prevent the Carrier from claiming in the courts of any country the benefit of or derogate in any way from any statutory provision protection or limitation afforded to the Carrier by the laws of such country or by the laws of the country in which the goods were shipped.

23. RIGHTS & IMMUNITIES OF ALL SERVANTS & AGENTS OF THE CARRIER

(i) (a) the Carrier shall be entitled to substitute any vessel or feed vessel or other means of sea or land transport & to sub-contract on any terms for the whole or any part of the carriage, loading, unloading, storing, warehousing, handling & any & all duties whatsoever undertaken by the Carrier in relation to the goods.

(b) for the purposes of this contract & subject to the provisions in this Waybill the Carrier shall be responsible for the authorised acts of any person of whose services he makes use for the performance of the contract of carriage evidenced by this document.

(c) if an action for loss or damage to the goods is brought by the Merchant against any insurer charterer underlying Carrier servant agent independent contractor or sub-contractor including stevedores, terminal operators & watchmen, such person shall be entitled to avail himself of the defences & limits of liability which the Carrier is entitled to invoke under this contract. For the purposes of this clause all such persons are parties to this contract, made on their behalf by the carrier. The aggregate of the amounts recoverable from the Carrier & others mentioned herein shall in no case exceed the limits provided for in this Waybill.

(ii) The Carrier shall be entitled to be paid by the shipper, consignee, owner of the goods and/or holder of this Waybill (who shall be jointly & severally liable to the Carrier there for) on demand any sum recovered or recoverable by either such shipper, consignee, owner of the goods and/or holder of this Waybill or any other similar form from such servant of the Carrier for any such loss damage, delay or otherwise.

24. DANGEROUS GOODS

GOODS OF A DANGEROUS OR HAZARDOUS NATURE AND/OR RADIO ACTIVE MATERIAL MUST NOT BE TENDERED FOR SHIPMENT UNLESS A WRITTEN CERTIFICATE OR DECLARATION HAS BEEN PREVIOUSLY GIVEN TO THE CARRIERS, SUB-CARRIERS, MASTER OR AGENT OF THE VESSEL STATING:

(A) THAT THE GOODS, & IF APPLICABLE, THE CONTAINER, FLAT, TRAILER ETC ARE ADEQUATELY PACKED.

(B) THE CORRECT TECHNICAL NAME & CLASS OF THE GOODS.

A SPECIAL STOWAGE ORDER GIVING CONSENT TO SHIPMENT MUST ALSO BE OBTAINED FROM THE CARRIER. THE MERCHANT WILL BE LIABLE FOR ALL DAMAGE/LOSS & EXPENSE WHATSOEVER IF THE FOREGOING PROVISIONS ARE NOT COMPLIED WITH.

25. SHIPMENT TO AND/OR FROM WALLIS & FUTUNA, NORFOLK ISLAND & FUNAFUTI

Where the carriage evidenced by this Waybill shall provide for delivery of the goods at Wallis & Futuna, Norfolk Island, Funafuti, the Carrier shall not be liable for any loss or damage of any nature whatsoever suffered by the Merchant when the consignee/receiver shall have uplifted the goods referred to in this Waybill without presentation of the Original copy of this Waybill. The Merchant acknowledges that at these ports there is an absence of any proper port infrastructure to properly control the delivery of cargoes to consignees/receivers & which may give rise to the delivery of goods to consignees/receivers without presentation of the original Waybill.