

**SCHENKERocean Sea Waybill**

CONDITIONS OF CARRIAGE

**1. Paramount Clause**

- (a) The contract evidenced by this Waybill is deemed to be a contract of carriage as defined in Article 1(b) of the Hague Rules, Hague Visby Rules and the US COGSA. However, this Waybill is a non-negotiable document. It is not a bill of lading and no bill of lading will be issued. However, it is agreed that the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment which would have been applicable in this Waybill if it were a bill of lading shall apply to this Waybill. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply in exactly the same way.
- (b) In countries where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall also apply to this Waybill.
- (c) It is agreed that whenever the Hague Rules and the Hague-Visby Rules or statutes incorporating same use the words "Bill of Lading" they shall be read and interpreted as meaning "Waybill".

## 2. Incorporation

- (a) Unless otherwise set out on the face and back thereof, the Containers and Goods contained therein shall be carried and the contract evidenced by this Waybill subject to:
  - (i) The terms and conditions provided for in the Carrier's applicable Bill of Lading, and the terms and conditions of the Carrier's applicable tariff, both of which are deemed to be incorporated in this Waybill and which may be inspected or a copy obtained at the Carrier's offices or at those of his authorised agents and every reference therein to the words "Bill(s) of Lading" shall be read and construed as a reference to the words "non-negotiable Waybill(s)" and the terms and conditions thereof shall be read and construed accordingly; and
  - (ii) The CMI Uniform Rules for Sea Waybills ("the Rules") excluding only Rule 4 (iii), which are available at the Carrier's offices or at those of his authorized agents.
- (b) In the event of any inconsistency between terms and conditions mentioned under (i) above or otherwise set out in this Waybill and the Rules, then the terms and conditions mentioned under (i) above or otherwise set out in this Waybill shall prevail.
- (c) The Shipper accepts the terms and conditions on its behalf and on behalf of the Consignee and owner of the Goods.

### 3. Delivery

- (a) Unless otherwise specified in this Waybill delivery of Goods will be made only to the Consignee named on the face hereof or its authorised agents, on production of proof of identity. In presenting this Waybill or by requesting delivery of the Goods, the Consignee undertakes all liabilities of the Shipper without prejudice to the Shipper's own liability.
- (b) In respect of Goods for Carriage to Port(s) of Discharge or Place(s) of Receipt in the United States of America, clause 3(a) shall not apply. The procedure relating to the release of Goods applicable to any particular port or place in the United States of America is set out in Carrier's published tariff. Provided that the said procedure(s) is/are followed, Carrier shall be deemed to have exercised reasonable care in relation to the release and delivery of Goods, and shall not be liable to Merchant in respect of any claim for misdelivery or wrongful release and/or delivery of the Goods. Merchant expressly acknowledges and accepts that such procedures will or may provide for the delivery of Goods to any person who presents shipment particulars to the terminal. If this sub-clause 3(b) is held invalid or inapplicable in any court of competent jurisdiction, the terms of clause 3(a) shall nevertheless apply.
- (c) If the Shipper requires delivery at a place elsewhere than at the Place of Delivery or Place of Receipt as shown on the face hereof and should written instruction accordingly be given by the Shipper to the Carrier or his agents, Carrier may, at its discretion, deliver the Goods at such other place.
- (d) If the Consignee requires delivery elsewhere than at the Place of Delivery or the Place of Receipt shown on the face hereof and should written instruction be given reasonably in advance by the Shipper or its agent, Carrier may at its discretion, without any notice to the Shipper deliver Goods at such other place PROVIDED ALWAYS that the right of control has been transferred to the Consignee in accordance with CMI Uniform Rule 6 (ii).