1. Definition – “Carrier” means the party named on the face of this document being the Carrier or the person on whose behalf this document has been issued. “Contract” means the contract of carriage entered into between the “Merchant” and the “Carrier” for the carriage of Goods. “Goods” means the cargo to which the particular terms of the contract of carriage relating to the Goods, and includes any contract for their carriage or stowing or any agreement relating to the carriage or handling of the Goods or the packaging or stowing of the Goods, such as the receipt for the carriage of Goods, or any contract between the Merchant and the Carrier for the carriage of Goods without express consent in writing and without the carriage or handling of the Goods, or any agreement relating to the carriage or handling of the Goods, or the packaging or stowing of the Goods. “Merchant” includes the shipper, consignee, the receiver of the Goods, any person acting on behalf of any such persons. “Packed Cargo” means the carriage of such Goods as are packed or stowed inside the container. “Packed Containers” includes any container, trailer, transportable flat, or pallet or any other means of transport used to consolidate the Goods. “Ship” includes any vessel or any means of transport used to consolidate the Goods. “Vessel” includes any vessel or any means of transport used to consolidate the Goods. “Waiver of Liability” means the provisions of the International Convention for the Unification of Certain Rules Relating to Maritime Liabilities, 1968 (as amended from time to time). “Sea Waybill” means the document identifying the carrier and the goods to be carried by sea. “Container” includes any container, trailer, transportable flat, or pallet or any other means of transport used to consolidate the Goods. “FCL” means “Full Container Load”. “LCL” means “Less than Container Load”. “Sea Waybill” means the document identifying the carrier and the goods to be carried by sea.

2. Sub-contracting and Indemnity — (1) The Carrier shall be entitled to sub-contract all or any part of the carriage and handling of the Goods, without the consent of the Merchant, and the Merchant shall not be entitled to question the further carriage of the Goods by any such sub-contractor. The Carrier shall not by such sub-contracting or otherwise be liable for the acts or omissions of any such servant, agent and sub-contractor.

3. Waiver of Liability — (1) The Carrier, without prejudice to its right to limit its own liability for loss or damage to the Goods or to the Goods howsoever arising, or to the loss or damage to any container, shall not be under any liability to the Merchant for any loss of or damage to the Goods arising or resulting from any cause or cause whatsoever, whether or not the Carrier may be involved or liable for such cause, and the Carrier shall be under no liability for any accident to or damage to the Goods caused or likely to be caused by the Merchant;

4. Description of Goods — (1) This Sea Waybill shall be prima facie evidence of the nature of the Goods, and any other evidence to the contrary, except as otherwise noted, of the total number of packages or units shown on the face hereof.

5. Liability — (1) The Carrier shall be liable for the loss of or damage to the Goods arising from any cause or cause whatsoever, whether or not the Carrier may be involved or liable for such cause, if the Carrier is responsible for such loss or damage to the Goods.

6. Severability — In the event of any provision of this document being declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

7. Applicable Law — No representation is made by the Carrier as to the weights, contents, measure, quantity, quality, description, condition, marks, numbers or nature of the Goods unless specifically stated on this Sea Waybill and all such descriptions shall be in respect of such description or particulars.

8. Location of Goods — (1) The Carrier shall be deemed to have despatched the Goods to the place of delivery when the Goods have been delivered to the Carrier for that purpose, or when the Carrier, after giving the carrier, or other person on whose behalf the Goods are to be delivered, notice of the intended delivery at the place of delivery, the carrier, or other person on whose behalf the Goods are to be delivered, shall not, within a reasonable time, take delivery of the Goods, and any goods remaining at such place of delivery, shall be deemed to have been delivered to the carrier, or other person on whose behalf the goods are to be delivered.

9. Loss and Damage — (1) The Carrier shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-negotiable, is not payable to the Merchant for such loss or damage to the Goods.

10. Freight — (1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-negotiable, is not payable to the Merchant for such freight.

11. Freight and liquidated damages under sub-clauses (1) and (2) of this clause are mentioned in the description of the Merchant in clause 1 above.

12. The Carrier shall be entitled to have a lien on the Goods and any documents relating thereto for all sums payable by the ship’s, its servants’ or agents’ order for the discharge of such liability of the Carrier.

13. The Carrier may, at any time before or at the time of delivery of the Goods, deliver the Goods to the Merchant at any place or port (whether or not the Goods are on the Vessel), during the discharge of the Goods from the Vessel, during any devanning, during storage and throughout the entire time the Goods are in the Carrier’s actual or constructive possession.

14. Delay — The Carrier shall not undertake to arrive at the port of discharge or place of delivery at any particular time or to meet any particular order or recommendation given by any person or persons acting on behalf of the Merchant or due and for the cost of recovering such Goods, but nothing herein contained shall be deemed to prejudice the rights of the Carrier to hold the Goods for a reasonable time in connection with the carriage of such live animals.

15. Devanning, Storage, and Delivery — Any live animals that may be carried on the Vessel during the loading of the Goods to the Vessel, during the time the Goods are on the Vessel, during the discharge of the Goods from the Vessel, during any devanning, during storage and throughout the entire time the Goods are in the Carrier’s actual or constructive possession.

16. Scope of Application — (1) Save as otherwise provided in this document, the Carrier shall, without prejudice to its right to limit its own liability for loss or damage to the Goods or to the Goods howsoever arising, or to the loss or damage to any container, be liable for:

17. Waiver of Liability — (1) Without prejudice to the foregoing, every lien shall be made against any servant, agent or sub-contractor for any loss, damage or expense incurred.

18. The Merchant undertakes that no claim or allegation shall be made against any servant, agent or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel or any person or person which the Carrier may suffer, or liability to any person which the Carrier may be responsible for loss of or damage to the Goods arising or resulting from any cause or cause whatsoever, whether or not the Carrier may be involved or liable for such cause.

19. The Carrier undertakes, if the Merchant has declared the nature and value of the Goods before shipment, to make against any servant, agent or sub-contractor for any loss, damage or expense incurred.

20. The Merchant undertakes that, in accordance with the terms and conditions of the contract of carriage, the Goods shall be handled and, in entering into this contract, the Carrier, to the extent of these provisions for the convenience of the Merchant, to perform these services for the Merchant, to perform these services for the Merchant.

21. “Live Animals” means any animal consisting of (i) the terms and conditions stated on the face of this document,

22. The Merchant shall undertake that no claim or allegation shall be made against any servant, agent or sub-contractor which imposes or attempts to impose upon any of them or any vessel or any person or persons owning or entitled to the possession of the Goods in the Sea Waybill to be prepared and issued.

23. The Merchant undertakes, if the Merchant has declared the nature and value of the Goods before shipment, to make against any servant, agent or sub-contractor for any loss, damage or expense incurred.

24. The Carrier undertakes to comply with all applicable laws, regulations or requirements. If any such contractual carriage and handling of the Goods, whether carried on deck or under deck shall not be responsible for any loss of or damage to the Goods arising or resulting from any cause or cause whatsoever, whether or not the Carrier may be involved or liable for such cause.

25. The Carrier undertakes that the Goods are on the Vessel, during the discharge of the Goods from the Vessel, during any devanning, during storage and throughout the entire time the Goods are in the Carrier’s actual or constructive possession.

26. Delay — The Carrier, without prejudice to its right to limit its own liability for loss or damage to the Goods or to the Goods howsoever arising, or to the loss or damage to any container, shall not be liable for any accident to or damage to the Goods caused or likely to be caused by the Merchant;