Sea

Waybill

Not Negotiabl

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"Goods"

means the Baltic and International Maritime Council.
means the whole or any part of the operations and services undertaken by
Carrier in respect of the Goods covered by this Sea Waybill.
means the party named on page 2 of this Sea Waybill.
includes any container, trailer, transportable tank, flat, or any similar article
used to operativate Cools and any connected or quipment. "Carrier" "Contair used to consolidate Goods and any connected equipment. Goods and any connected equipment. includes all charges payable to Carrier in accordance with the applicable tariff and this Sea Waybill. "Freight"

neans the whole or any part of the cargo received from the shipper and ncludes any equipment or Container not supplied by or on behalf of the

"Hague Rules center.

means the International Convention for the Unification of Certain Rules
relating to Rills of Lading of 1924 only relating to Bills of Lading of 1924 only. means the Hague Rules including the Visby amendments of 1968 and the amendments by the Protocol of 1979. "Hague-Visby Rules"

anniculaes the booking party, shipper, consignee, receiver of the Goods, and any holder, person or entity owning or entitled to the possession of the "Merchant

Goods.

includes the owners, managers and operators of any Vessel (other than Carrier), master, officers and crew of the Vessel(s), charterers, slot and space charterers, the Vessel, all underlying carriers, balless, direct and indirect subcontractors, stevedores, terminal and groupage operators, Servants or Agents

incirect succontractors, steveoores, terminal and groupage operators, road and rail transport operators, or any other party employed by or on be-half of Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privily with Carrier or not, means the US Carriage of Goods by Sea Act 1936. means any vessel including but not limited to a main line vessel, feeder ship, barge or any other means of conveyance by water used for the Carriage of the Goods under this Sea Waybill means the unified cross mass othiqued by one of the normissible. "US COGSA"

carriage of the Goods trider in is Sea wayon.

means the verified gross mass obtained by one of the permissible
methods pursuant to ch. VI, part A, reg. 2 paragraph 4 of SOLAS 1974 (as
amended from time to time) and the applicable regulations of the State of

2. General Conditions

(1) This Seal Waybill is issued for a contract of Carriage which is not covered by a Bill of Lading or similar document or title.

(2) A signed Sea Waybill is returned to the shipper and a copy of it is applied as an input source document to a computerized system for data transmission of particulars as described on page 2 hereof to the country of destination. Upon receipt of the data so transmitted, Carrier or its agent in the country of destination will forward such data to the consignee and notify party.

(3) Carrier shall not be liable for any bass or damage or delay to or in connection with the Goods or any consequential or indirect damage to Merchant arising unintentionally from erroneous input into the computer system or from wongful data transmission.

(4) Except as provided specifically herein, this contract of Barriage shall be subject to German which would have been computationally applicable of a Barriage shall be subject to German which would have been computationally applicable of a Barriage shall be subject to German Sea Waybill had been issued.

(5) The terms and conditions of Carrier's anninable teriff are increased the subject to the contraction of the subject to German subjec

had been issued.

(5) The terms and conditions of Carrier's applicable tariff are incorporated herein, including but not limitled to terms and conditions relating to demurrage and detention. The provisions relevant to the applicable tariff can be acquired from Carrier or its agents upon request. Carrier's standard tariff may be viewed at https://www.hapag-lovd.com/enforline-businessqu.culation/faifs thml. In case of any inconsistency between this Sea Waybill and the applicable tariff, this Sea Waybill shall overail to the control of the con

shall prevail.

3. Right of Control, Delivery of Goods
(1) The shipper shall be the only party entitled to give Carrier instructions in relation to the contract of Carriage, Shipper shall be entitled to change the name of the consignee at any time up to the arrived of the Goods at destination, provided it gives Carrier unambiguous notice in writing, or by some other means acceptable to Carrier, and thereby undertaking to intendiffy Carrier against any additional expense caused thereby.

some orner means acceptable to Carrier, and thereby undertaking to indermify Carrier against any additional expense caused thereby.

(2) (a) The Goods mentioned on page 2 will be delivered after payment of Freight and other charges to the consiguee, or to such person who identifies itself as being a representative of the consiguee, and such delivery shall constitute due performance of this contract.

(b) Carrier shall be under to liability for vrong delivery if it can prove that it has exercised reasonable care to assortain that the party claiming delivery is in fact entitled.

1. Sub-Contracting and Indemnity

(1) Carrier shall be entitled the sub-contract on any terms whatsoever the whole or any part of the Carriage, including but not limited to loading, unloading, storing and warehousing.

(2) Merchant hereby agrees that no Servants or Agents are or shall be deemed to be liable with respect to the Goods or the Carriage as Carrier, balle or or therevies, and agrees not for file any claim against any Servant or Agent seeking to impose liability in connection with the Carriage, and against any Servant or Agent seeking to impose liability in connection with the Carriage, and expense or Agents. Merchant shall indemnify Carrier against all consequences thereof. Without prejudice to the foregoing, all rights, exemptions, defenses, and limitations of and exoperation from liability provided by law or by these Terms and Conditions including the jurisdiction clause, shall be entitled to enforce same against Merchant.

(3) The provisions of Clause 4 (2) shall extend to claims of whatsoever nature against other persons chartering space on the carrying Vessel.

5. Carrier's Responsibility

5. 1 Save as otherwise provided herein. Carrier shall be removed.

persons chartering space on the carrying Vessel.

5 Carrier's Responsibility
5.1 Save as otherwise provided herein, Carrier shall be responsible for loss of or damage to Goods under the following circumstances only:
(1) Port-to-Port Shipment
(a) If any loss or damage occurs to the Goods between the time of loading on the Vessel and the time of discharge from the Vessel, the responsibility of Carrier shall be determined in accordance with German law making the Hague Rules compulsorily application. The Billin Co-Paramount Clause General shall be incorporated herein and obtainable from Carrier or its agents upon request or at www.blmco.org.
(b) However, if the Sea Waylot covers a shipment from or to the USA, US COGSA shall also govern and apply from loading the Goods on the Vessel until discharge. US COGSA shall also govern and apply during all times before the Goods are loaded on or after they are discharged from the Vessel.
(c) Carrier shall not be resconsible for any fault of its personnel and of the Vessels crew (as

vem and apply during all times before the Goods are loaded on or after they are discharged from the Vessel.

(c) Carrier shall not be responsible for any fault of its personnel and of the Vessel's crew (as defined in Sec. 478 German Commercial Code) in cases of damage or loss caused by fire or explosion on board the Vessel or caused by the navigation or management of the Vessel, in the latter case save for damage or loss caused when executing measures which were predominantly taken in the interest of the Goods ("Error in Navigation and Fire Defenses"). (Of Carrier shall not be responsible for any fault of often persons involved in the navigation or management of the Vessel, in particular pilots on board of the Vessel or the crew of a tup boat assisting the Vessel, in cases of damage or loss caused when executing measures which were predominantly taken in the interest of the Goods.

(e) The Carrier shall have no liability whatsoever for any loss or damage to the Goods, howsoever caused, if such has or damage arises before acceptance by the Carrier of sucksy of the Goods for delivery. Carrier is not responsible for any acts or omissions of any terminal operator to which the Goods were submitted.

(f) Any compensation will be calculated by reference to the value of the Goods at the place and the time they are delivered to Merchant, or at the place and the time they should have been delivered. For the purpose of determining the extent of Carrier's liability for loss of or damage to the Goods.

to the Goots, the sound value of the Goods is agreed to be the invoice value plus Freight and insurance if paid.

Multimodal Transport (a) if the place of damage to or loss of the Goods is known, the responsibility of Carrier is determined by the law which applies to this leg of Carriage except in cases which are governed by Clause 5.1 (2) (d) below.

(b) If it is established that loss or damage occurred during the port-to-port leg the "Error in Navigation and Fire Defenses" as per Clause 5.1 (1) (c) apply.

(c) If it is established that loss or damage occurred during the port-to-port leg. Clause 5.1 (1) (d) shall apply.

shall apply. If part of the multimodal transport involves a shipment to or from the USA, US COGSA shall govern and apply from loading the Goods on the Vessel until discharge. US COGSA shall also govern and apply during all times before the Goods are loaded on or after they are discharged from the Vessel.

discharged from the Vessel."

(e) The Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956 and any amendments to this Convention and the International Agreement on Railway Transports (CIM), dated February 25, 1961 or any amendments to this or Agreement, apply to the extint that they apply compulsority by law.

(f) Compensation will be calculated by reference to the value of the Goods at the time they user deficient to Corriso for Contract.

(f) Compensation will be calculated by reference to the value of the Goods at the time they were delivered to Carrier (Carriage.

(g) IF THE LAW WHICH IS APPLICABLE UNDER CLAUSE 5.1 (2) (a) IS NOT MANDATORY BUT PROVIDES FOR LIABILITY EXCEEDING 2 SOR PER KILL GRAM. THE HAXIMUM LIABILITY SHALL BE 2 SOR PER KILL GRAM OF THE GROSS WEIGHT OF THE GOODS LOST OR DAMAGED. SOR MEANS SPECIAL DRAWING RIGHTS AS DEFINED BY THE INTERNATIONAL MONETARY FUND. THIS SUB-SECTION (g) DOES NOT APPLY IF THE LOSS OR DAMAGE TO THE GOODS COLURRED ON A SEA LEG.

(h) IF THE LEG OF CARRIAGE DURING WHICH LOSS OR DAMAGE OCCURRED IS NOT KNOWN, CARRIER'S MAXIMUM LIABILITY WILL NOT EXCEED 2 SOR PER KILL GRAMN OF GROSS WEIGHT OF THE GOODS LOST OR DAMAGED HOWSOEVER.

ARISING.

(i) CARRIER IS NOT ENTITLED TO THE BENEFIT OF THE LIMITATION OF LIABILITY IN CLAUSE 5.1(2) (g) AND (h) IF IT IS PROVED THAT THE DAMAGE RESULTED FROM AN ACT OR OMISSION OF CARRIER OR ITS SERVANTS OR AGENTS DONE WITH INTENT TO CAUSE DAMAGE, OR RECKLESSLY AND WITH KNOWLEDGE THAT DAMAGE WOULD PROBABLY RESULT.

DAMAGE WOULD PROBABLY RESULT.

(i) Subject to the applicable restrictions in applicable statutory law and international conventions. Carrier shall not be liable for damage or loss caused by 1- error in navigating or handling the Vessel, including enrors caused by a pilot or by the arrangement of a group of fugs or pushers(Art. 25/2) a) CMNI) or 2, fire or an explosion on board the Vessel, where it is not possible to prove that the fire or explosion resulted from a fault of the Carrier or their Servants or Agents or a defect of the Vessel (Art. 25 (2) b) CMNI).

(3) Notice Periods.

Unless written notice of loss or damage is given to Carrier or its agent at the port of discharge - before or at the time of the removal of the Goods into the custody of the person entitled to

- deliver by the red funder the contact of Carriage, or, delivery the red funder the contact of Carriage, or, - where the loss or damage is not apparent at the time of removal of the Goods, within three (3) days for Port-Dort Shipment, or seven (7) days for Multimodal Transport after such removal, the removal is prima facie evidence of the delivery by Carrier as described in this Sea Waybill. Any such loss or damage which may have occurred to the Goods is deemed and agreed to be due forcurstances which are not the responsibility of carrier. The written notice must dearly specify the damage. Notwithstanding the aforesaid, if a Container has been delivered to Merchant,

ferchant must prove that the damage to or loss of the Goods did occur whilst the Container was the custody of the Carnier. Sundry Liability Provisions Hague Rules/Hague-Visby Rules

(1) Hague Rules Hague-Vistry Rules
Windout presides to rights under Clause 5.1 hereof, if sull is brought in a court other than
the court as provided for in Clause 23, and Clause 23 is not enforced by Carrier or the court,
then (a) if this See Wayhill has been issued in a country where the Hague-Vistry Rules are
compulsority applicable. Carrier's lability must not exceed 2 SDR per kitogram of the gross
weight or 666 f SDR per package of the Goods lost or dramaged, whichever is highler, or (b) if
this Sea Wayhill has been issued in a country in which the Hague-Rules apply, Carrier's lability
must not exceed GBP 100 per package or unit.

(2) US COGSA
Notwitsstanding Clause 5.2 (1), if the Sea Wayhill covers a shipment to or from the USA, and
suit is brought in a court other than as provided in Clause 23, and Clause 23 is not enforced by
Carrier or the court, then US COGSA applies as per Clauses 5.1 (1) (i) to 5.1 (2) (i) Under
US COGSA Carrier's maximum liability in respect to the Coods shall not exceed USD 500 per
package or, where the Coods are not shipped in packages, USD 500 per customary freight
unit unless the nature and value of the Coods has been declared by Merchant and inserted
in writing on page 2 of the Sea Wayhill and where the Merchant has paid the applicable ad
valorem Freight rate set forth in Carrier's tariff.

(3) Shoper's declared value
Merchant agrees and acknowledges that Carrier has no knowledge of the unit and the

3) Shipper's declared value

Merchant agrees and acknowledges that Carrier has no knowledge of the value of the Goods and that compensation higher than that provided for herein cannot be claimed unless the nature and value of such Goods has been declared by Merchant, agreed by Carrier, and inserted into the Sea Wayfull before shipment. In addition, the applicable ad valorem Freight rate as set out in Carrier's tariff must be gain in full prior to shipment. Any partial loss or damage to the Goods will be adjusted pro rata based on the declared value of the Goods. If the declared value of the Goods higher than the actual value, Carrier is not lable to pay any compensation which is higher than the net invoice value of the Goods plus Freight and insurance if paid. Any references, when shown on page 2 of this Sea Wayfull, to letters of credit, import licenses, sales contracts, invoices or order numbers and/or details of any contract to which Carrier is not a party do not amount to a declaration of value by the Merchant to the Carrier.

Limitation of Liabilly

The Merchant acknowledges and agrees that Carrier is a person entitled to limit their liability under any Compensions of the declared.

Limitation of Liability

The Merchant acknowledges and agrees that Carrier is a person entitled to limit their liability
under any Convention or Act pertaining to limitation of liability on maritime claims, whichever
is applicable. Carrier may be the Vessel owner charterer (including a slot- or space charterer),
manager or operator of the Vessel, or salvor rendering services in connection with salvage
operations. If any claims are made against the Sevaration Agents, they are entitled to avail
themselves of the same limitation of liability available to Carrier.

(5) Dela

(a) Unless expressly agreed otherwise, Carrier does not undertake that the Goods will arrive (a) Unless expressly agreed orderwise, Carther does not undertake that the cook discharge or place of delivery at any particular time or to meet any particular market or use, and Carrier shall not be liable for any direct, indirect or consequential loss or damage (including but not limited to any loss of income or resale value) caused by delay, (b) if Carrier will nevertheless be considered liable as per the law mandatority governing a particular loss or damage resulting from delay, such liability shall not exceed three (3) times the Frientt.

grit. ction (b) does not apply if the law governing a particular loss or damage resulting

(c) Sub-section (b) does not apply if the law governing a particular loss or damage resulting from delay provides for a lower limitation amount.
(d) Clauses 5.2 (5) (a) and (b) do not apply if a delay was caused by an act or omission of Carrier or its Sevants of Agents with the intent to cause damage, or recklessly or with knowledge that such damage would probably result.
(5) Scope of Agnication and Exclusions
(a) The rights, defenses, immunities, exemptions, limitations and liberties of whatsoever nature provided for in this Sea Waybill or under statute apply in any action against Carrier for loss or damage or delay, howsoever occurring and whether the action be founded under a relevant statute, in contract or in cit.
(b) Save as otherwise provided herein, Carrier is in no circumstances whatsoever and

howsoever arising liable for any direct or indirect or consequential loss or damage or loss of business, income or profits, unless it is established that Carrier himself acted with the intent

business, income or profits, unless it is established that Carrier himself acted with the intent to cause damage, or reclessly and with knowledge that damage would probably result. 5.3 Change of Destination by Merchant, On-Carriage if Merchant requests Carrier to deliver the Goods to a port or place other than the port of discharge or the place of delivery originally designated in this Sea Waybill or if Merchant requests on-carriage in addition to the original booking and provided that Carrier in its absolute discretion agrees to such request and any additional charges are paid by Merchant, such further Carriage will be undertaken on the basis that the Sea Waybill Terms and Conditions apply to such further Carriage as if the new destination agreed with Merchant had been entered on page 2 of this Sea Waybill as the port of discharge or place of delivery.

In any event, Carrier shall be discharged from all liability in respect of loss of or damage to the Goods, non-delivery, mis-delivery, delay or any other loss or damage connected or related to the Carriago unless utils brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

7. Shipper-Packed Containers

should have been delivered. per-Packed Containers Container was not packed by or on behalf of Carrier, Carrier is not liable for any loss of or lage to the Goods caused by:

ournage to the coods caused by.

(a) the manner in which the Coods were packed into the Container, or

(b) the unsuitability of the Coods for Carriage in the Container or

(c) the unsuitability of the Coods for Carriage in the Container or

(refrigeration controls or ventilation settings thereof, provided that if the Container has been

supplied by or on behalf of Carrier, this unsuitability or defective condition would have been

apparent upon inspection by Merchant at or prior to the time when the Container was

packed, or

(c) the Unstatiability of reflective conditions on the Contrainer of the florocet setting of any reinfogreation controls or mehaliation settings thereof, provided that, if the Container has been supplied by or on behalf of Carrier, this unsuitability or defective condition would have been apparent upon inspection by Merchant at tor prior to the time when the Container was packed, or (d) packing reinfigerated Goods that are not at the correct temperature for Carriage, elability or experse whatsoever and howsoever arising caused by one or more matters reflered to in Cause 7 (1).

(3) With regard to temperature- or atmosphere-controlled Goods, Carrier shall be deemed to have fulfilled its obligations under the contract of Carriage and shall have no lability whatsoever if such Goods are carried in a range of blus or minus 2,5 "Celsius with regard to any temperature indicated or page 2 of this Sea Waybill. The term apparent good order and condition when used in his Sea Waybil with reference to the Goods which require refigeration does not mean that the Goods when recoived were verified by Carrier as being at the temperature on page 2 of this Sea Waybill. Where a temperature is indicated Carrier undertakes that the Container supplied by the Carrier is equipped to maintain the temperature set by Merchant. Merchant remains responsible for the consequences of any temperature irregularities, including but not limited to the Goods being at in high temperature upon boading into the Container supplied by the Carrier is equipped to maintain the temperature set by Merchant. Merchant remains responsible to the Condoction in packed and the seal number provided to Carrier from that required for the Condoct being at higher temperature upon boading into the Container from that required for the Condoct and in the research provided to Carrier with a condition of Goods.

4) Repeated the Condoction of Goods and Carrier with a seal.

5) A inspection of Goods

6) A inspection of Goods

8) Inspection of Goods

8) A inspection of Goods

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. (c) Merchant shall also be liable for any resulting expenses, detention, fines, delay, loss or damage, costs and attorney fees.

(3) Merchant shall comply with all regulations or requirements of senctions, customs, ports and/ or other authorities, including but not limited to those relating to VCM, and shall bear and pay all duties, stamp duties, taxes, fines, imposts, expenses or losses (including Freidrift for any additional Carriage) incurred or suffered by reason of any failure to so comply, or by reason of any litegal, incorrect, or insufficient weighing, marking, number or addressing of the Goods or Containers or the discovery of any drugs, narcotics, stowaways or any litegal substances or il legal Goods within or connected to the Container packed by Merchant or inside Goods supplied by Merchant, and shall indermitly Carrier in respect thereof.

(4) If Containers supplied by or on behalf of Carrier are unpacked at Merchant's premises, Merchant is responsible for returning the empty Containers (free of any dangerous goods placards, labels or markings), with interiors cleaned, dry and odourless, to the point or place designated by Carrier. Its Servants or Agents, within the time prescribed. Should a Container not be returned within the time prescribed in the tariff, Merchant shall be liable for any resulting

detention and/or demurrage, loss or expenses. 12. ISPS Code

PS Code
Merchant shall comply with the requirements of the ISPS Code. If Carrier is held liable
by any State Authority or any other third party Merchant shall indemnify and hold Carri
harmless from any damages resulting from the violation of the ISPS Code by Merchan
Merchant undertakes to pay Carrier any costs or expenses whatsoever arising out of

related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code in relation to Merchant's Cods. Carrier is entitled to deviate the Vessel to a different port and to unload the Goods there if the authorities in the port of discharge have increased their level of security according to the ISPS Code after the Goods have been loaded.

Merchant undertakes to compensate any costs and expenses suffered by Carrier because of a delay of the Vessel resulting from a violation of the ISPS Code by Merchant.

13. Freight
(1) Freight shall be deemed fully earned on receipt of the Goods by Carrier and shall be paid and

n-returnable in any event. eight has been calculated and shall be paid on the basis of particulars furnished by or on half of the shipper. If the particulars furnished by or on behalf of the shipper are incorrect, behalf of the shipper. If the particulars furnished by or on behalf of the shipper are incorrect, liquidated damages shall be paid to Carrier, in accordance with the applicable tariff. All Freight shall be paid without any set-off or counterclaim unless the claim is not in dispute or confirmed by final court decision.

commed by final court decision.

(4) if Merchant fails to pay the Freight when due, it shall be liable for all costs, liquidated damages in accordance with the applicable lartif, interest which accrues until payment, reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier.

14. Lien

14. Lief Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable by Merchant to Carrier under this or any other contract and for general average and/or such contributions, to whomsoever due. Carrier may exercise its lien at any time and in any place at the CONTROLLORS, to Windrosover Due. Certifer ting execuse its aim a any aim or an in any second stars sole discretion, whether the contractual Carriage is completed or not. Carrier's lies hall extend to cover the cost and attorney fees of recovering any sums due. Carrier shall have the right to sell the Goods at public or privale sale at the expense and without notice to Morchant. If the proceeds of this sale fail to cover the whole amount due, Carrier is entitled to recover the deficit from Merchant. ale tail to cover the whole amount due, Carrier is entitled to recover the deticit from Merc ptional Stowage and Deck Cargo is Goods may be packed by Carrier in Containers and consolidated with other goods in

Containers. (2) Goods, whether or not packed in Containers, may be carried on deck or under deck without notice to Merchant and Carrier shall not be required to note on the Sea Waybill any statement on-deck Carriage. All Goods whether carried on dock or under decks, shall participate large and ender deck or under decks, shall participate large and ender deck or under decks, shall participate large and the Carriage of such Goods is subject to all terms and conditions of the Sea Waybill.

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16. Methods and Routes of Carriage
(1) Carrier may at any time and without notice to Menchant:
(a) use any means of Carriage or storage whatsoever, including the utilization of railway, road
vehicle, inland river or coastal barge services;
(b) transfer the Goods from one conveyance to another, including but not limited to transshipping or carrying on another Vessel or conveyance or by any other means of transport than
that named on page 2;
(c) unpack and remove Goods which have been packed into a Container on therwise:

(c) unpack and retriove codoss which have been packed into a Container or otherwise;

(d) proceed by any route in its discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port Whatsoever, one or more often and in any order;

(e) load or unload the Goods at any place or port (whether or not such port is named on page 2 as the port of loading or port of discharge) and store the Goods temporarily at any place or port whatsoever, once or more often and/or (f) comply with any orders or recommendations given by any government or authority. The liberties set out in this Clauses to may be invoked by Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including loading or unloading other Goods, buckering, undergoing repairs, adjusting instruments, picking up or landing any persons. Anything done in accordance with Clauses 16 (1) or any delay arising therefrom shall be deemed to be (i) within the contractual Carriage and shall not be a deviation and (ii) Carrier shall be entitled to full charges and any additional Freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for the same.

\*\*Matters Affecting Performance\*\*

Carrier shall have a lien on the Goods for the same.

17. Matters Affecting Performance
If at any time the Carriage is or is likely to be affected by any hindrance, risk, danger, delay,
difficulty or disadvantage of any kind including but not limited to labour disruption such as strike and
lock-out, sanction, cyber security incident, pandemic, epidemic, congestion of ports or canals, war,
civil commotion, oplifical unest, piracy, act of terrorism and threat thereof and howsoever arising
(even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or when the Goods were received for
the Carriage), then Carrier (whether or not the Carriage is commenced) may, at its sole discretion
and without prior notice to Merchart, either.

(1) cancel bookings for Goods before they are loaded on the Vessel named on page 2 of this Sea
Waybill; or

Waybill; or (2) carry the Goods to the contracted port of dischange or place of delivery, whichever is applicable, by an alternative route to that indicated on page 2 of this Sea Waybill or that which is usual for Coods consigned to that port of dischange or place of delivery and shall be entitled to charge such additional Freight or (3) suspend the Carriage of the Goods and store them ashore or afloat, under cover or in the open and endeavor to invard them as soon as reasonably possible and shall be entitled to charge such storage costs and additional Freight or (4) abandon the Carriage of the Goods and place them at Merchant's disposal at any place or port which Carrier may deem safe and convenient, whereupon the responsibility of Carriar in respect of such Goods shall cease. Merchant shall pay any additional costs of the Carriage to, and delivery and storage at such place or port.

18. Dangerous Goods

10. No Goods which are or may become deporerous inflammable or damaging (including radio-

18 Dargerous Goods

(1) No Goods which are or may become dangerous, inflammable or damaging (including radio-active materials), shall be tendered to Camier for Carriage without its express consent in writing, and without the Container as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and chraracter of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods and so are to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to Carrier without such written consent and/or marking, or if in the opinion of Carrier the Goods are or are likely to become of a dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant.

(2) Merchant warrants that the Goods are sufficiently packed in compliance with all laws or regulations and requirements with regard to the nature of the Goods.

(3) Winether or not Merchant was aware of the nature of the Goods.

(4) Nothing contained in this Clause shall deprive Carrier of any of its rights provided for elsewhere.

18) Notification and Delivery

(1) Carrier shall not be obliged to give any notification of the arrival of the Goods to the Merchant hereunder.

hereunder.

(2) Merchant shall take delivery of the Goods within the time provided for in Carrier's applicable

(a) If Merchant fails to do so. Merchant shall either nominate an alternative receiver or accent

If Merchant fails to do so, Merchant shall either nominate an alternative receiver or accept a return shipment or organize the capio disposal, failing which Merchant shall indemnify Carrier for all losses arising out of Merchants refusal to remedy the situation. Carrier shall be entitled, without notice, to unpack the Goods for packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of Carrier in respect of the Goods stored as aftereasd vall wholly cease.

Goods stored as aforesaid shall wholly cease.

(i) Merchant shall be responsible for the costs of such storage, as well as detention and demurrage and any other costs and expenses arising from or related thereto.

(3) If Merchant fails to late delibery of the Coods within thirty days of delibery becoming due under Clause 19 (2), or if in the opinion of Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value. Carrier may, without prejudice to any other rights which it may have against Merchant, without notice self, destroy or dispose of the Coods and apply any proceeds of sale in eduction of the sums due to Carrier from Merchant. The Merchant shall indemnify Carrier against any claims made against the Carrier and/or Servants or Agents due to the sale, destruction or disposal of the said (50 ods.)

(4) Without prejudice to an earlier termination by vintue of law or any other clause of this Sea Way-bill the responsibility of Carrier shall cease and the Coods shall be considered to be delivered at their own insk and expense in every respect when taken into the custody of customs or other

ir own risk and expense in every respect when taken into the custody of customs or other

at their unit law an appearance and the control of the control of

octainable from Carrier's Privacy Terms

2) Validity and Carrier's Privacy Terms

(1) If 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 not further be null and void. Unless otherwise specifically agreed in writing between Merchant and Carrier, the terms and conditions of this Sea Waybill supersede any prior agreements between Merchant and Carrier.

(2) Carrier's Privacy Terms may be viewed at www.hapag-lloyd.com/en/meta/privacy-statement.

html.

23. Law and Jurisdiction

Except as otherwise provided specifically herein any claim, dispute, suit or proceeding arising under this Sea Wayfull and/or the contract between Carrier and the booking party shall be governed by German law and determined exclusively in the Hamburg courts. Carrier shall have the option to file a suit at Merchant's place of business.

