

## 1. Definitions

### “Carrier”

means the party named on page 2 of this Sea Waybill.

### “Carriage”

means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Sea Waybill.

### “Hague Rules”

means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 without the amendments by the Protocol signed at Brussels on 23rd February, 1968.

### “Hague-Visby Rules”

means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February, 1968.

### “Merchant”

includes the Shipper, Holder of the Sea Waybill, Consignee, the person to whom the data have been forwarded as provided in clause 2 (2) and the Receiver of the goods.

### “Servants or Agents”

includes the Master, Officers and crew of the vessel, owners, managers and operators of vessels (other than the Carrier), underlying carriers, sub-contractors, stevedores, terminal and groupage operators, road and rail transport operators and any independent contractors employed by the Carrier in the performance of the Carriage.

### “Goods”

means the whole or any part of the cargo received from the Shipper and includes any equipment or Container not supplied by or on behalf of the Carrier.

### “Container”

includes any container, trailer, transportable tank, flat, or any similar article used to consolidate goods and any equipment thereof or connected thereto.

### “Freight”

includes all charges payable to the Carrier in accordance with the applicable Tariff and this Sea Waybill.

Wherever USA is mentioned this includes the United States of America and the territories where the United States Carriage of Goods by Sea Act (COGSA) is applicable.

## 2. General Conditions

(1) This Sea 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, the Carrier or his agent in the country of destination will forward such data to the consignee and notify party.

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

(4) This contract of carriage shall be subject to German Law which would have been compulsorily applicable to a Bill of Lading and this Sea Waybill has been issued in accordance with the terms and conditions of the Carrier's applicable Tariff are incorporated herein, with particular attention drawn to the terms and conditions relating to containers and vehicle demurrage. The provisions relevant to the applicable Tariff can be acquired from the Carrier or his Agents upon request. The Carrier's standard Tariff, can be accessed on-line at [www.hagelloyd.com](http://www.hagelloyd.com). In the case of any inconsistency between this Sea Waybill and the applicable Tariff, this Sea Waybill shall prevail, except in cases relating to Freight.

## 3. Right of Control, Delivery of Goods

(1) The Shipper shall be the only party entitled to give the Carrier instructions in relation to the contract of carriage. He shall be entitled to the name of the consignee at any time up to the consignee claiming delivery of the Goods after their arrival at destination, provided he gives the Carrier unambiguous notice in writing, or by some other means acceptable to the Carrier, and thereby undertaking to indemnify the Carrier against any claims therefrom.

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

(3) The Carrier shall not be liable for wrong delivery if he can prove that he has exercised reasonable care to ascertain that the party claiming delivery is in fact entitled.

## 4. Sub-Contracting and Indemnity

(1) The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever.

(2) It is hereby agreed that no Servants or Agents are, or shall be deemed to be liable with respect to the Goods, Carriage or the Carriage, if the Carrier shall be adjudged that any other than the Carrier is carrier or bailee of the Goods or under any responsibility with respect thereto, all exemptions and limitations of and exoneration from liability provided by law or by the Terms and Conditions including the jurisdiction clause shall be available to such Servant or Agent. If any claim is made against any of the Servants or Agents, the Merchant shall indemnify the Carrier against all consequences thereof.

(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

### (1) Port to Port Shipment

(a) When loss or damage has occurred between the time of loading of the Goods by the Carrier at the Port of Loading and the time of discharge by the Carrier at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with German law making the Hague-Visby Rules compulsorily applicable to a Bill of Lading and this Sea Waybill has been issued in Germany or a country in which the Hague Rules are compulsorily applicable to a Bill of Lading and this Sea Waybill covers a shipment from or to Germany and such aforesaid country or between such aforesaid countries, the responsibility of the Carrier shall be determined in accordance with German law, making the Hague Rules compulsorily applicable to a Bill of Lading.

(b) However the Carrier shall be under no liability whatsoever for loss or damage to the Goods occurring, if such loss or damage arises prior to loading or subsequent to the discharge from the vessel. Notwithstanding the above, in the event that the applicable compulsory law provides the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague-Visby Rules or the Hague Rules, notwithstanding that the loss or damage did not occur after loading or after discharge from the vessel. In the event that the Sea Waybill covers a shipment from or to the USA, however, COGSA shall be applicable before the Goods are loaded on or after they are discharged from the vessel.

(c) Unless notice of loss or damage is given in writing to the Carrier or his 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 delivery thereof under the contract of carriage, or, if the loss or damage is not apparent, within three (3) days, such removal shall be prima facie evidence of the delivery by the Carrier as described in this Sea Waybill and any such loss or damage which may have occurred to the Goods shall be deemed to have occurred during the period of the Carrier's responsibility of the Carrier. The notice must clearly specify the damage. Notwithstanding the aforesaid, if a container has been delivered to the Merchant, the Merchant must prove that the damage to or loss of the Goods did not occur during the period after delivery, when the container was in the custody of the Merchant.

(d) Compensation shall be calculated by reference to the value of the Goods at the place and the time they are delivered to the Merchant, or at the place and the time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss or damage to the Goods, the sound value of the Goods is agreed to be the invoice value plus freight and insurance if paid.

(e) In the event that this Sea Waybill has been issued in the USA or in a country making the Hague Rules applicable to a Bill of Lading and this Sea Waybill covers a shipment from or to the USA COGSA shall apply. COGSA shall also be applicable before the Goods are loaded on or after they are discharged from the vessel.

### (2) Multimodal Transport

(a) If the place of damage to or loss of the Goods is known, the responsibility of the Carrier is determined by the law which applies to this leg of Carriage.

(b) In the event that part of the multimodal transport is a shipment to or from the USA and the damage to or loss of the Goods occurs at the time between the loading at the Port of Loading and the discharging at the Port of Discharge the responsibility of the Carrier shall be determined in accordance with German law making the Hague Rules compulsorily applicable. COGSA however applies before the Goods are loaded on or after they are discharged from the vessel provided, however, such loss or damage occurred during any carriage in the USA.

(c) With respect to non-Carriage between countries in Europe liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956; and during rail Carriage between countries in Europe according to the International Agreement on Railway Transports (CIM), dated February 25, 1961 (or any amendments to this Convention or Agreement).

(d) Unless notice of loss or damage is given in writing to the Carrier or his 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 delivery thereof under the contract of carriage, or, if the loss or damage is not apparent within seven (7) days, such removal shall be prima facie evidence of the delivery by the Carrier as described in this Sea Waybill. The notice must clearly specify the damage. Notwithstanding the aforesaid, if a container has been delivered to the Merchant, the Merchant must prove that the damage to or loss of the Goods did not occur during the period after delivery, when the container was in the custody of the Merchant.

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

(f) **IN THE EVENT THAT THE LAW WHICH IS APPLICABLE UNDER CLAUSE 5 (2) (a) IS NOT MANDATORY AND PROVIDES FOR LIABILITY EXCEEDING 2 SDRS PER KILO, THE CARRIER'S MAXIMUM LIABILITY SHALL NOT EXCEED 2 SDRS PER KILO. SDRS MEANS SPECIAL DRAWING RIGHTS AS DEFINED BY THE INTERNATIONAL MONETARY FUND.**

(g) **IF THE STAGE OF THE CARRIAGE DURING WHICH LOSS OR DAMAGE OCCURRED IS NOT KNOWN, THE CARRIER'S MAXIMUM LIABILITY SHALL IN NO EVENT WHATSOEVER AND IN NO EVENT ARISING EXCEED 2 SDRS PER KILO OF GROSS WEIGHT OF THE GOODS LOST OR DAMAGED.**

(h) **THE CARRIER SHALL NOT BE ENTITLED TO THE BENEFIT OF THE LIMITATION OF LIABILITY PROVIDED FOR IN CLAUSE 5 (2) (f) AND (g) IF IT IS PROVED THAT THE DAMAGE RESULTED FROM AN ACT OR OMISSION OF THE CARRIER OR HIS SERVANTS DONE WITH INTEND TO CAUSE DAMAGE, OR RECKLESSLY AND WITH KNOWLEDGE THAT DAMAGE WOULD PROBABLY RESULT. HOWEVER, IF THE LOSS OR DAMAGE HAS OCCURRED DURING THE CARRIAGE OF GOODS BY SEA, THE CARRIER'S LIABILITY SHALL NOT BE LIMITED UNLESS THE CARRIER IS ENTITLED TO THE BENEFIT OF LIMITATION OF LIABILITY AS PROVIDED IN CLAUSE 5 (f) EXCEPT WHERE A LAW APPLIES MAKING THE HAGUE-VISBY RULES COMPULSORILY APPLICABLE AND IT IS PROVED THAT THE DAMAGE RESULTED FROM AN ACT OR OMISSION OF THE CARRIER WITH INTEND TO CAUSE DAMAGE, OR RECKLESSLY AND WITH KNOWLEDGE THAT DAMAGE WOULD PROBABLY RESULT.**

## 6. Time for Suit

In any event, the 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 with the Carriage unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

## 7. Sundry Liability Provisions

### (1) Hague Rules/Hague-Visby Rules

In the event that suit is brought in a court other than the court as provided for in Clause 24 and such court contrary to Clause 24 accepts jurisdiction, then the Hague Rules are compulsorily applicable in the order of precedence as set out in a country where the Hague-Visby Rules are compulsorily applicable and the Carrier's liability shall not exceed 2 SDRs per kilo of gross weight of the Goods lost or damaged; if this Sea Waybill has been issued in a country in which the Hague Rules apply to a Bill of Lading the Carrier's liability shall not exceed GBP 100 per package or unit.

### (2) COGSA

Notwithstanding any of the foregoing to the contrary, in the event that suit is brought in a court in the USA and such court, contrary to Clause 24, accepts jurisdiction, then COGSA shall be compulsorily applicable in the order of precedence as set out in a country where the Hague-Visby Rules are compulsorily applicable and the Carrier's liability shall not exceed 2 SDRs per kilo of gross weight of the Goods lost or damaged; if this Sea Waybill has been issued in a country in which the Hague Rules apply to a Bill of Lading the Carrier's liability shall not exceed GBP 100 per package or unit.

### (3) Shipper's declared value

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and that compensation higher than that provided for herein, may not be claimed unless the nature and value of such Goods have been declared by the Merchant, agreed to by the Carrier and inserted into the Sea Waybill before shipment. In addition the applicable ad valorem freight rate as set out in the Carrier's Tariff must be paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value is higher than the actual value, the Carrier shall in no event be liable to pay compensation higher than the net invoice value of the Goods plus freight and insurance. Any references to letters of credit, import licenses, sales contracts or order number and/or details of any contract to which the Carrier is not a party when shown on page 2 of this Sea Waybill shall not be regarded as a declaration of value.

### (4) Limitation of Liability

It is hereby agreed by the Merchant, that the Carrier qualifies as a person entitled to limit liability under any Convention or Act pertaining to limitation of liability on maritime claims, whichever is applicable. The Carrier may be the shipowner, charterer (including a slot-charterer), manager or operator of the ship, or salvor rendering services in connection with salvage operations. If any claims are made against the Servants or Agents they are entitled to avail themselves of the same limitation available to the Carrier.

### (5) Delay

Unless expressly agreed, the Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use, and the Carrier shall not incur any liability whatsoever if, however arising be liable for direct, indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Carrier is held responsible for the consequences of any delay, the Carrier's liability is limited to an amount equal to three times the Freight under the Contract of Carriage.

## 8. Scope of Application and Exclusions

(a) The rights, defenses, limitations and liberties of whatsoever nature provided for in this Sea Waybill shall apply in any action against the Carrier for loss or damage or delay, however occurring and whether the action be founded in contract or in tort.

(b) Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever and however arising be liable for direct or indirect or consequential loss or damage or loss of profits. The Merchant shall indemnify the Carrier against any customs liabilities even if caused by loss of the goods.

## 8. Shipper-Packed Containers

If a Container has not been packed by or on behalf of the Carrier:

(1) The Carrier shall not be liable for loss of or damage to the Goods caused by:

- (a) the manner in which the Container has been packed; or
- (b) the unsuitability of the Goods for Carriage in the Container supplied or
- (c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed; or
- (d) packing refrigerated Goods that are not at the correct temperature for Carriage.

(2) The Merchant shall indemnify the Carrier against any claims, damages, liability or expense whatsoever and however arising, caused by one or more matters referred to in Clause 8 (1).

(3) With regard to refrigerated cargoes, the Carrier shall be deemed to have fulfilled his obligations under the Contract of Carriage and shall have no liability whatsoever if such refrigerated Goods are carried in a range of plus or minus 2.5 degrees centigrade in regard to any temperature indicated on page 2 of this Sea Waybill. The term "apparent good order and condition" when used in this Bill of Lading with reference to the Goods which require refrigeration does not mean that the Goods when received were afloat, under cover or being open, at any place, which is part of this Sea Waybill. Where a temperature is indicated the Carrier undertakes that the Container is equipped to maintain the temperature set by the Merchant. The Merchant remains responsible for the consequences of any temperature irregularities prior to receipt of the Goods by the Carrier.

(4) Container with Goods packed by the Merchant shall be delivered to the Carrier with an intact high security seal in place, and the seal number noted in writing on this Sea Waybill by the Merchant. In the event the Container is not so sealed, the Carrier reserves the right, at Merchant's expense, to return the Container to the Merchant for resealing, or to affix a seal.

## 9. Inspection of Goods

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods. If, by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of such opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the costs of such opening, unpacking, inspection and repacking from the Merchant.

## 10. Carriage Affected by Condition of Goods

If it appears at any time that, due to their condition, the Goods cannot safely or properly be carried further or without incurring additional expense or taking any measure(s) in relation to the Container or the Goods, the Carrier may without notice to the Merchant take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or seal or dispose of the Goods, and/or abandon the Carriage and/or store them ashore or afloat, under cover or being open, at any place, which is part of the Carriage, in his absolute discretion, considers most appropriate, which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Sea Waybill. The Merchant shall indemnify the Carrier against any additional expense so incurred.

## 11. Description of the Goods

The Shipper warrants to the Carrier that the particulars relating to the Goods as set out on page 2 have been checked by the Shipper on receipt of this Sea Waybill and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful Goods and contain no contraband.

## 12. Merchant's Responsibility

(1) All the persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the fulfillment of all obligations and warranties undertaken by the Merchant either in this Sea Waybill, or required by law. The Merchant shall indemnify the Carrier against all loss, damage, expense and fines, arising or resulting from any breach of these obligations and warranties.

(2) The Merchant shall comply with all regulations or requirements of customs, ports and/or other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including Freight for any additional Carriage) incurred or suffered by reason of or in connection with any such regulations or requirements, incorrect, or insufficient marking, number or addressing of the Goods or the discovery of any drugs, narcotics, stowaways or other illegal substances within

Containers packed by the Merchant or inside Goods supplied by the Merchant, or stamp duty imposed by any country, and shall indemnify the Carrier in respect thereof.

(3) If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed and clean, to the point or place designated by the Carrier, his Servants or Agents, within the time prescribed. Should a Container not be returned within the time prescribed in the Tariff, the Merchant shall be liable for any detention, loss or expenses which may arise from such non-return.

## 13. ISPS Code

(1) The Merchant must comply with the requirements of the ISPS Code. If the Carrier is held liable by any State Authority or any other third party the Merchant will indemnify and hold the Carrier harmless from all damages resulting from the violation of the ISPS Code by Merchant.

(2) The Merchant undertakes to pay the Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the Port Facility or any relevant authority in accordance with the ISPS Code in relation to the Merchant's cargo.

(3) The 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 its level of security according to the ISPS Code after the goods have been loaded.

(4) The Merchant undertakes to compensate any costs and expenses suffered by the Carrier because of a delay of the vessel resulting from a violation of the ISPS Code by the Merchant.

## 14. Freight

(1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid non-refundable in any event.

(2) Freight shall be calculated and must be paid on the basis of particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Shipper are incorrect, liquidated damages must be paid to the Carrier, in accordance with the applicable Tariff.

(3) All Freight shall be paid without any set-off or counterclaim unless the claim is not in dispute or confirmed by final court decision.

(4) If the Merchant fails to pay the Freight when due, he shall be liable for all costs, liquidated damages in accordance with the applicable Tariff and in particular interest which accrue until payment.

## 15. Lien

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable by the Merchant to the Carrier under this or any other contract and for General Average contributions, to whomsoever due. The Carrier may exercise his lien at any time and in any place at his sole discretion. The Carrier has the right to sell the Goods at public or private sale without notice to the Merchant. If the proceeds of this sale fail to cover the whole amount due, the Carrier is entitled to recover the deficit from the Merchant.

## 16. Optional Storage and Deck Cargo

(1) The Goods may be packed by the 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 the Merchant. All such Goods whether carried on deck or under deck, shall participate in general average.

## 17. Methods and Routes of Carriage

(1) The Carrier may at any time and without notice to the Merchant:

- (a) use any means of carriage whatsoever, including the utilisation of railway, road, vehicle or inland river services
- (b) transfer the Goods from one conveyance to another, including but not limited to transhipping or carrying them on another vessel than that named on page 2
- (c) unpack and remove Goods which have been packed into a Container and forward them in a Container or otherwise
- (d) proceed by any route in his discretion (whether or not the nearest or most direct route) customary or advertised routes, at any speed, and proceed to or stay at any place or port whatsoever, once 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.

(2) Arrangements in accordance with Clause 17 (1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

## 18. Matters Affecting Performance

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind including war, civil commotion, political unrest, act of terrorism or any unforeseen circumstances, the Carrier shall, if the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or when the Goods were received for Carriage, the Carrier (whether or not the Carriage is commenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier, either:

- (1) suspend the Carriage of the Goods and store them ashore or afloat and endeavour to deliver the Goods as soon as possible and he shall be entitled to charge storage costs and additional Freight; or
- (2) abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port.

## 19. Dangerous Goods

(1) No Goods which are or may become dangerous, inflammable or damaging (including radio-active materials), shall be tendered to the Carrier for Carriage without his 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 character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such marking or in the written consent or marking, the Carrier shall not be liable for any loss or damage to the Goods or to the vessel, or for any injury to persons or property, or for any expense or loss incurred by the Merchant.

(2) The 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) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

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

## 20. Notification and Delivery

(1) Any failure to give notification of the arrival of the goods shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2) The Merchant shall take delivery of the Goods within the time provided for in the applicable Tariff. If the Merchant fails to take delivery of the Goods he shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to store the Goods ashore, afloat, in the open or under cover, at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the Merchant shall be responsible for the costs of such storage, as well as detention and demurrage.

(3) If the Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under Clause 20 (2), or if in the opinion the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant.

(4) Without prejudice to an earlier termination by virtue of law or any other clause of this Sea Waybill the responsibility of the Carrier shall cease and the Goods shall be considered to be delivered at their own risk and expense in every respect taken into the custody of customs or other authorities.

## 21. General Average & Salvage

General average to be adjusted in any currency at any place selected by the Carrier and according to the York/Anvers Rules 1974 as amended in 1990 and 1994. Any period of time bar shall start to run from the date of the general average adjustment. Any claims and/or disputes relating to general average shall be exclusively subject to the rules and jurisdictions set out in Clause 24.

## 22. Both-to-Blame Collision

The Both-to-Blame Collision clause published by the Baltic and International Maritime Council and obtainable from the Carrier or his agents upon request is hereby incorporated into this Sea Waybill.

## 23. Validity

In the event that 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 the Merchant and the Carrier, the terms and conditions of this Sea Waybill supersede any prior agreements between Merchant and Carrier.

## 24. Law and Jurisdiction

Except as otherwise provided specifically herein any claim or dispute arising under this Sea Waybill shall be governed by the law of the Federal Republic of Germany and determined in the Hamburg courts to the exclusion of the jurisdiction of the courts of any other place. In case the Carrier intends to sue the Merchant the Carrier has also the option to file suit at the place of business of the Merchant. In the event this clause is inapplicable under local law then jurisdiction and choice of law shall lie in either the Port of Loading or Port of Discharge at Carrier's option.