

1 All words or terms contained in this Waybill that begin with an upper case (capital) letter are terms defined in the Applicable B/L, and have the same meaning herein (as applicable or with logical amendments) – see clause 3.1 below.

2.1 Unless otherwise set out on the face or back hereof the Goods are accepted by the Carrier for carriage on the terms hereof (whether expressly set out or incorporated by reference). These terms shall determine all rights, obligations and defences applicable or available to the Carrier, the Master and the vessel (including her owners) in connection with or arising out of the carriage, including without limitation the acceptance, possession, handling, transportation and delivery of the Goods in every contingency, wheresoever and whensoever occurring, including (without limitation) in the event of deviation or of unseaworthiness of the vessel.

2.2 IT IS EXPRESSLY AGREED THAT NO SUB-CONTRACTOR (as defined in the Applicable B/L) SHALL HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER IN RESPECT OF OR IN CONNECTION WITH THE GOODS, AND THAT THE TERMS OF CLAUSE 2 OF THE APPLICABLE B/L (AS INCORPORATED HEREIN) APPLY TO ANY SUCH SUB-CONTRACTOR.

2.3 None of the terms of this Waybill may be, or may be deemed to have been waived or amended, otherwise than expressly in writing signed by the Carrier.

3.1 Incorporation by reference. Save to the extent they are inconsistent with the terms expressly set out herein, the provisions of the following documents are hereby incorporated into and form part of the contract of carriage contained in this Waybill:

(1) All the terms, conditions, exceptions and stipulations on the back of the standard form bill of lading for general cargo reference KESS BL GENERAL/03 ("the Applicable B/L"). Every reference therein to the words "Bill(s) of Lading" shall be read and construed to mean the words "Non Negotiable Waybill(s)", and the terms and conditions thereof shall be read and construed in the context of this Waybill accordingly.

(2) All the terms of any applicable tariff(s) in effect the date the contract contained in this Waybill is entered into, and published in accordance with all applicable national laws.

(3) The CMI Uniform Rules for Sea Waybills, excluding rule 4(iii)

In the event of inconsistency between the documents themselves, they shall have priority in the order in which they appear above.

3.2 The contract evidenced by this Waybill is deemed to be a contract of carriage as defined in article 1(b) of the Hague Rules, the Hague Visby Rules and the United States Carriage of Goods by Sea Act. HOWEVER, THIS WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.

3.3.1 The Applicable B/L may be inspected at or a copy obtained from the Carrier's offices or those of its authorised agents.

3.3.2 The text of the CMI Uniform Rules for Sea Waybills may be found at <http://www.comitemaritime.org/cmidsocs/rulesaway.html>

4.1 Unless otherwise specified in this Waybill (in particular, but without limitation, in clause 4.2 below in respect of Goods for carriage to Port(s) of Discharge or other ports or places in the United States of America), delivery of the Goods will be made only to the Consignee named on the face hereof, or its authorised agents, on production of proof of identity.

4.2 In respect of Goods for carriage to Port(s) of Discharge or other ports or places in the United States of America, clause 4.1 shall not apply. The procedure relating to the release of the Goods applicable to any particular port or place in the United States of America is set out in the applicable published tariff. Provided the said procedure(s) is/are followed, the Carrier shall be deemed to have exercised reasonable care in relation to the release and delivery of the Goods, and shall not be liable to the Merchant in respect of any claim for misdelivery or wrongful release and/or delivery of the Goods. The Merchant expressly acknowledges and agrees that such procedures will or may provide for the delivery of the Goods to any person who presents shipment particulars to the terminal. If this sub-clause 4.2 is held invalid or inapplicable in any court of competent jurisdiction, the terms of clause 4.1 shall apply, read with the deletion of the words in parentheses.

5.1 Should the Shipper require delivery at a place elsewhere than at the Port of Discharge as shown on the face hereof and should written instruction accordingly be given by the Shipper to the Carrier or its agents, the Carrier may, at its discretion, deliver the Goods at such other place.

5.2 Should the Consignee require delivery elsewhere than at the Port of Discharge shown on the face hereof and should written instruction be given reasonably in advance by the Consignee to the Carrier or its agent, the Carrier may, at its discretion, without any notice to the Shipper deliver the 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).

5.3 Should the Shipper retain the right of control and should delivery be required to be made to a person other than the named Consignee,

written authorisation must be given by the Shipper to the Carrier or its agents reasonably in advance of delivery, in accordance with CMI Uniform Rule 6(i).

6.1 Unless instructed to the contrary by the Shipper prior to the commencement of the carriage and noted accordingly on the face hereof, the Carrier may, subject to the terms and conditions hereof, process cargo claims with the Consignee. Claims settlement with the Consignee (if any) shall be a complete discharge of the Carrier's liability to the Shipper.

6.2.1 The Shipper accepts the terms and conditions hereof on its own behalf and on behalf of the Consignee, the owner of the Goods, any person defined as the Merchant in the Applicable B/L and any other person claiming by or through it or them. The Shipper warrants that it has the authority of all such persons so to accept the terms and conditions hereof, or will procure the acceptance/ratification of the terms and conditions by all such persons.

6.2.2 With respect to carriage to, from or through US Territories, and without prejudice to the preceding sub-clause, all persons included in the definition of "Merchant" contained in the Applicable B/L are on notice through tariff publication of this Waybill form that they are bound to and by all the terms and conditions of this Waybill form and the Applicable B/L.

6.3 The Shipper further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any person other than in accordance with the terms and conditions of this Waybill.

7.1 The terms of this Waybill are severable, and if any term, exception, condition or stipulation is or is held to be invalid, null, void or unenforceable, such holding shall not affect in any way the validity or enforceability of any other term etc hereof.

7.2.1 The contract contained in this Waybill shall be governed by English law except as may be otherwise provided for herein, and any action brought hereunder and/or in respect of the Goods shall be brought before the High Court of Justice in London, to whose jurisdiction the Shipper hereby irrevocably submits, on its own behalf and on behalf of all persons included in the definition of "Merchant" contained in the Applicable B/L.

7.2.2 The above submission to the jurisdiction of the High Court of Justice in London shall not limit the right of the Carrier to commence proceedings in respect of any claim it may have hereunder or in connection with the Goods in any other court of competent jurisdiction.

SHIPPER

WAYBILL NO.

CONSIGNEE



"K" Line European Sea Highway Services GmbH

WAYBILL NON-NEGOTIABLE

NOTIFY PARTY

SHIPPED by the Carrier on the terms hereof the total number of Goods, or packages said to contain Goods enumerated below in the box marked "Total No. of Packages (in words)" in apparent good order and condition (unless otherwise indicated herein) for carriage from the Port of Loading to the Port of Discharge including, where this document is used for through transport, carriage on any local vessel.

In consideration of the Carrier's acceptance of the Goods, the Shipper (on its own behalf and on behalf of all persons included in the definition of "Merchant" contained in the Applicable B/L) agrees that all terms on the face and back hereof apply. THE MERCHANT SPECIFICALLY AGREES THAT ITS ATTENTION HAS BEEN DRAWN TO AND THAT IT HAS ACCEPTED THE APPLICABLE B/L, AND THE CMI UNIFORM RULES FOR SEA WAYBILLS AS REFERRED TO IN AND INCORPORATED HEREIN BY CLAUSE 3 ON THE REVERSE HEREOF.

This Waybill supersedes any prior arrangements, agreements or representations by the Carrier, its agent or any other person, save for service contracts between the parties, and where applicable valid under the United States Shipping Act.

*LOCAL VESSEL | *FROM

OCEAN VESSEL | VOY NO. | PORT OF LOADING

PORT OF DISCHARGE | *FOR TRANSHIPMENT TO [SEE CLAUSES 3 & 4 OF APPLICABLE B/L] | FINAL DESTINATION [FOR MERCHANT'S REFERENCE ONLY]

PARTICULARS FURNISHED BY MERCHANT

| MARKS AND NUMBERS | NO. OF UNITS | KIND OF PACKAGES, DESCRIPTION OF GOODS | GROSS WEIGHT | MEASUREMENT |
|-------------------|--------------|--|--------------|-------------|
| | | | | |

TOTAL NO. OF UNITS (IN WORDS)

| FREIGHT AND CHARGES | REVENUE TONS | RATE | PER | PREPAID | COLLECT |
|---------------------|--------------|------|-----|---------|---------|
| | | | | | |

| | | | |
|----------|---------------------------------|------------|-------------------------|
| EX. RATE | PREPAID AT | PAYABLE AT | PLACE AND DATE OF ISSUE |
| | TOTAL PREPAID IN LOCAL CURRENCY | | |



*APPLICABLE ONLY WHEN DOCUMENT USED FOR THROUGH TRANSPORT

BY AS AGENTS FOR THE CARRIER