

SEA WAYBILL

Received by the Carrier from the Merchant in apparent good order and condition (unless otherwise noted herein) the total number or quantity of containers or other packages or units indicated stated by the Merchant to comprise the Goods specified for carriage subject to all the terms hereof from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or the place of delivery, which is applicable. In accepting this sea waybill, the Merchant expressly accepts and agrees to all its terms, conditions, and exceptions whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this sea waybill by the Merchant.

Freight shall be deemed earned on receipt of goods by Carrier, whether the freight be intended to be prepaid or collected at destination. Payment shall be in full and in cash, in the currency specified in this Sea Waybill or Carrier's tariff. Interest at 12% shall run from the date when freight and charges are due. If the Services of a freight forwarder are used for this transportation, those services shall be deemed to be performed as agent of Merchant and Payment of freight to the freight forwarder is not payment to Carrier. Full freight shall be paid on damaged or unsound goods. All persons encompassed within the definition of "Merchant" as provided in Clause 1 of this Sea Waybill shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances.

The freight stated herein to be paid or payable has been calculated and based on the particulars of the Goods furnished by the shipper to the Carrier. The Carrier shall be entitled at any time to open and re-classify or re-weigh or re-measure or re-value any goods and freight shall be paid on the proper classification or the excess weight or measurement or value (if any) as the case may be so ascertained. The expenses of and incidental to reclassifying or re-weighing or re-measuring or re-valuing shall be borne by the Carrier if the classification or weight or measurement or value as furnished by the Shipper is found to be correct but otherwise such expenses shall be considered as freight and shall be borne and paid by the Shipper, Consignee, Owner of the Goods and/or Holder of this Sea Waybill. The Shipper shall, if required by the Carrier so to do, furnish forthwith on demand to the Carrier the invoice or true copy thereof relating to the Goods.

Agents signing this Sea Waybill on behalf of the company by whom this Sea Waybill is issued have only the limited authority at common law of a vessel's master signing a Sea Waybill.

THE TERMS OF THIS SEA WAYBILL, ON THIS SIDE AND ON THE REVERSE SIDE HEREOF ARE HEREBY MUTUALLY AGREED UPON AS FOLLOWS:

This Sea Waybill shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. §1301-1315 (hereinafter "COGSA"). The provisions stated in COGSA (except as may be otherwise specifically provided herein) shall govern before the Goods are loaded on and after they are discharged from the ship and throughout the entire time the Goods are in the custody of the Carrier.

1. DEFINITIONS

"Carrier" means Mitsubishi Logistics America Corporation.
"Goods" means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.
"Container" includes any container, trailer, transportable tank, flat or pallet.
"Merchant" includes the consignor, Shipper, Holder of this Sea Waybill, Consignee, the receiver of the Goods, any person including any Carrier, Company or other legal entity owning or entitled to the possession of the Goods or this Sea Waybill and anyone acting on behalf of any such person.
"Holder" means any person for the time being in possession of this Sea Waybill to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Sea Waybill or otherwise.
"Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this Sea Waybill.

2. CARRIER'S TARIFF

The Terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Sea Waybill and the applicable Tariff, this Sea Waybill shall prevail.

3. SUB-CONTRACTING

- The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.
- Every servant or agent or sub-contractor of Carrier shall be entitled to the same rights, exemptions from liability, defenses and immunities which are afforded to the Carrier. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants or agents, who shall be deemed to be parties to the contract evidenced in this sea waybill.
- The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

4. CARRIER'S RESPONSIBILITY

Carrier shall be liable for loss of or damage to the Goods occurring between the time when it takes the Goods into its charge and the time of delivery. If it is established that the loss of or damage to the Goods occurred during sea carriage, liability shall be governed by COGSA. If it cannot be determined when the loss of or damage to the Goods occurred, it shall be presumed that such loss or damage occurred while the goods were in the custody of Carrier and COGSA shall govern. Carrier shall not be liable for any loss or damage arising from:

- An act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the Goods in charge.
- Compliance with the instructions of any person authorized to give them.
- Handling, loading, stowage or unloading of the Goods by or on behalf of Merchant.
- Inherent vice of the Goods.
- Lack or insufficiency of or defective condition of packing in the case of goods, which by their nature, are liable to wastage or damage when not packed or when not properly packed.
- Insufficiency of inadequacy of marks or numbers on the goods, coverings or unit loads.
- Fire, unless caused by actual fault or privity of Carrier.
- Any cause or event which Carrier cannot avoid and the consequences of which he could not prevent by the exercise of due diligence.

With respect to the transportation performed by Inland Carriers to the port of loading or from the port of discharge, the responsibility of Carrier shall be to procure transportation by such Carriers (one or more) and such transportation shall be subject to those Carriers' contracts of carriage, tariffs and any law compulsorily applicable.

5. THE AMOUNT OF COMPENSATION

- When the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid.
- Carrier's liability for compensation for loss of or damage to Goods shall in no case exceed the amount of US \$500 per package or per customary freight unit, unless the Merchant, with the consent of Carrier, has declared a higher value for the Goods in the space provided on the front of this Sea Waybill and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim.

6. GENERAL

- The Carrier does not undertake that the Goods shall arrive at the port of discharge or the place of delivery at any particular time or to meet any particular market or use and save as is provided in clause 4 the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the freight paid for the transport covered by this Sea Waybill.
- Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.
- The terms of this Sea Waybill shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivered to the Merchant.

7. NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the port of discharge or the place of delivery as the case may be before or at the time of removal of the goods into the custody of the Merchant such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Sea Waybill. If the loss or damage is not apparent, then notice must be given within three days of the delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought within nine months after delivery of the Goods or the date when the Goods should have been delivered.

8. DEFENCES AND LIMITS FOR THE CARRIER

The defenses and limits of liability provided for in this Sea Waybill shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort.

9. SHIPPER - PACKED CONTAINERS

- If a container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense has been caused by:
 - the manner in which the Container has been filled, packed, stuffed or loaded;
 - the unsuitability of the contents for carriage in Containers;
 - the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the container was filled, packed, stuffed or loaded.
- If a Container which has not been filled, packed, stuffed or loaded by the Carrier is delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Container.
- The Shipper shall inspect Containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

10. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open any Package or Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to such Package or Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Sea Waybill. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

11. DESCRIPTION OF GOODS, SHIPPER'S RESPONSIBILITY

Merchant warrants to Carrier that all particulars of the Goods, including but not limited to, the marks, number, quantity and weight, furnished by Merchant are correct and Merchant shall indemnify Carrier against all losses arising from any inaccuracy.

12. LIEN

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty days after demand for payment is made, the Carrier may sell at public auction or private sale, upon ten days' written notice, registered mail (R.R.R.) to the Merchant, the goods, wares and/or merchandise or so much as is necessary to satisfy the lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sales shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sale.

13. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

- The Goods may be stowed in Containers or in similar articles of transport used to consolidate goods.
- Goods stowed in Containers, whether by the Carrier or by the Merchant, may be carried on deck or under deck without

notice to the Merchant unless on the face hereof it is specifically stipulated that the Containers will be carried under deck, and if carried on deck, the Carrier shall not be required to note, mark or stamp on the Sea Waybill any statement of such on deck carriage. Such goods (other than livestock) whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of COGSA.

- Goods (not being goods stowed in Container other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

14. METHODS AND ROUTES OF TRANSPORTATION

- The Carrier may at any time and without notice to the Merchant:
 - Use any means of transport or storage whatsoever;
 - Transfer the Goods from one conveyance to another including transshipping or carrying the same or another vessel than the vessel named in overleaf or on any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;
 - Sail without pilots, proceed via any route, proceed to, return to and stay at any port or place whatsoever (including the port of loading herein provided) in any order in or out of the route or in a contrary direction to or beyond the port of discharge once or often for bunkering or loading or discharging cargo or embarking or disembarking any person(s) whether in connection with the present or subsequent voyage or any other purpose whatsoever, and before giving delivery of the Goods at the port of discharge of the place of delivery herein provided and with liberties as aforesaid leave and then return to and discharge the Goods at such port, tow or be towed, make trial trips, adjust compasses, or repair or dry dock, with or without cargo onboard;
 - Load and unload the Goods at any port or place (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such port or place;
 - Comply with any orders or recommendations given by any government or authority or any person or body or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions.
- Anything done or not done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

15. MATTERS AFFECTING PERFORMANCE

- If at any time the performance of the contract evidenced by this Sea Waybill is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier, (whether or not the transport has commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at the Merchant's disposal at any port or place whatsoever which the Carrier or Master may consider safe and advisable in the circumstances, whereupon the responsibility of the Carrier in respect of such goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and stowage at such port or place.
- The circumstances referred to in sub-clause (1) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions or other disturbances, closure of, obstacles in or danger to any canal; blockade of port or place or interdict or prohibition or restriction on commerce or trading; quarantine, sanitary or other similar regulations or restriction; strikes, lockouts or other labour troubles whether partial or general and whether or not involving employees of the Carrier or his sub-contractors; congestion of port, wharf, sea terminal or any other place; shortage, absence or obstacles of labour or facilities for loading, discharge, delivery or other handling of the Goods; epidemics or disease; bad weather, shallow water, ice, landside or other obstacle in navigation or haulage.

16. REFRIGERATED CARGO

- The Merchant undertakes not to tender for transportation any Goods which require refrigeration without previously giving written notice of their nature and particular temperature range to be maintained and in case of a refrigerated Container packed by or on behalf of the Merchant further undertakes that the Goods have been properly stowed in the container and that its thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods whatsoever arising.
- The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the container, vessel, conveyance and any other facilities whatsoever provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the refrigerated Container in an efficient state.

17. DANGEROUS GOODS

- The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage. The Carrier or the Master may however, in their absolute discretion reject any such cargo.
- If the requirements of sub-clause (1) are not complied with the Goods may at any time or place be unloaded, destroyed, or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expense arising out of the goods being tendered for transportation or handled or carried by the Carrier. Further the Carrier shall be under no liability to make any general average contribution in respect of such Goods.
- If the Goods of a dangerous, inflammable, radioactive or damaging nature, which were tendered in compliance with sub-clause (1) shall become a danger to the vessel, cargo or any other property or person, such goods may in like manner be unloaded, destroyed or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expense which the Carrier could not avoid by the exercise of reasonable diligence but incurred as a result of the carriage of such Goods.

18. REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

19. NOTIFICATION AND DELIVERY

- Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
- The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.
- If the Merchant fails to take delivery of the Goods or part of them in accordance with this Sea Waybill, the Carrier may without notice unstow the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.
- The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Sea Waybill.
- The Carrier may in his absolute discretion receive the Goods as Full Container Load and deliver them as Less than Full Container Load and/or a split delivery of the Goods to more than one receiver. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon unpacking of the Container.
- The Carrier may in his absolute discretion receive the Goods as Less than Full Container Load and deliver them as Full Container Load. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which were not apparent at the time of such delivery, provided that he shall have exercised ordinary care in packing the Containers.

20. BOTH-TO-BLAME COLLISION CLAUSE

If the carrying ship comes into collision with another ship as a result of negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier, or where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the other non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects, other than, or in addition to, the colliding ship or objects, are at fault in respect to a collision, contact, standing or other accident.

21. NEW JASON CLAUSE

- In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible, by statute, contract or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.
- If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship belonged to strangers.

22. GENERAL AVERAGE

- General Average shall be adjusted at any port or place in the option of the Carrier in accordance with the York-Antwerp Rules 1974 with the exception of Sections 21. The General Average statement shall be prepared by adjusters appointed by Carrier.
- Such deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall if required be made by the Merchant to the Carrier before delivery. If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contribution as the Carrier shall reasonably require.
- The Carrier shall have no obligation to exercise any lien for general average contribution due to the Merchant.

23. VARIATION OF THE CONTRACT, ETC.

No servant or agent of the Carrier shall have power to waive or vary any terms of the Sea Waybill unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

24. NOTICE OF TRANSFER OF SEA WAYBILL AND/OR POSSESSION OF THE GOODS

- Merchant agrees to provide Carrier with prompt notice of every transfer of this Sea Waybill to a party not specified therein as Shipper or Consignee. Merchant also agrees to provide Carrier with prompt notice of any change in the identity of the party entitled to possession of the goods. For purposes of this provision "prompt notice" means notice as soon as reasonably possible but in no event less than 48 hours prior to the scheduled arrival of the goods covered by this Sea Waybill at their final destination.
- Merchant shall give notices described in this provision only to those officers or agents of Carrier authorized to receive and act upon them.

25. MERCHANT'S INDEMNITY FOR MISDELIVERY

In the event Merchant fails to provide Carrier with notice as required by Section 24 above, and as a result of such failure Carrier delivers the goods to a party not entitled to such delivery, Merchant agrees to indemnify Carrier, its employees, agents and affiliated companies from and hold them harmless against any and all claims which may be asserted by any other party or parties arising out of the wrongful delivery of the goods.