

**Non-Negotiable SEA WAYBILL**  
 (not a document of title) (see clause 4 overleaf)



Shipper/Exporter		Export References		
		Sea Waybill No.	Country of Origin	
Consignee		For delivery of goods please apply to		
Notify Party (if different from Consignee)		Also Notify		
Place of Receipt	Port of Loading	SCAC		
Vessel/Voyage No.	Port of Discharge	Place of Delivery		
Container No. / Seal No. Marks & Numbers	No. of Pkgs or Shipping Units	Type or Kind of Containers or Packages Description of Goods	Gross Weight	Measurement

Non-Negotiable  
 SEA WAYBILL

Carrier's Receipt. Total no. of containers or packages	Temperature Control Instructions	Excess value Declaration: refer to Clause 6(4)(B) + (C) on reverse side
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FREIGHT & CHARGES	PREPAID	COLLECT	
			<p>RECEIVED by the Carrier from the Merchant in external apparent good order and condition (unless otherwise noted herein), to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill to which the Merchant agrees to be bound in accepting this Sea Waybill, any local privileges and customs notwithstanding.</p> <p>The particulars given above and the weight, measurement, quantity, condition, contents and value of the Goods as stated by the Merchant are considered unknown by the Carrier.</p> <p>By accepting this Sea Waybill the Merchant as defined overleaf acknowledges this document is NON-NEGOTIABLE and that the carrier shall be at liberty to deliver the goods denoted herein to the consignee or its agent without production of any document or proof or evidence of title of the goods.</p>
<p style="text-align: center;"><b>JURISDICTION AND LAW CLAUSE</b></p> <p><small>*The contract evidenced by or contained in this Bill of Lading is governed by the law of Hong Kong and any claim or dispute arising hereunder or in Connection herewith shall be determined by the Courts in Hong Kong and no other Courts.</small></p>			<p>Place and date of issue _____</p> <p>Issued on Behalf of the Carrier  <b>TOLL GLOBAL FORWARDING (HONG KONG) LIMITED</b></p>

## TERMS & CONDITIONS

### 1. DEFINITION

- "Carrier" means Toll Global Forwarding (Hong Kong) Limited.
- "Merchant" includes the shipper, the consignee, the receiver of the Goods of the notify party, the holder of the Sea Waybill, any person owning or entitled to the possession of the Goods of this Sea Waybill, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.
- "Goods" includes the cargo supplied by the Merchant and includes any container not supplied by or on behalf of the Carrier.
- "Container" includes any container trailer, transportable tank, lift van, pallet or any similar article of transport used to consolidate goods.
- "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.
- "Combined Transport" arises where the Carriage called for by this Sea Waybill is not a Port to Port Shipment.
- "Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery indicated are ports and the Sea Waybill does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated. Where the Place of Receipt and Place of Delivery boxes on the face of this Sea Waybill are not completed, the shipment will be deemed to be a "Port to Port Shipment".
- "Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels in 1924.
- "Hague-Visby Rules" means the Hague Rules incorporating the Visby Protocol signed at Brussels in 1968 and/or the SDR Protocol signed at Brussels in 1979.
- "COGSA" means the Carriage of Goods by Sea Act of the United States of America approved in 1936.
- "COGWA" means the Carriage of Goods by Water Act 1939 of Canada.
- "Incoterms" includes the Incoterms and the term "unit" used in the Hague-Visby Rules.
- "Persons" includes an individual, a partnership, a body corporate or other entity.
- "Stuffed" includes filled, consolidated, packed, loaded or secured.

### 2. CARRIER'S TARIFF

- The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agent upon request or where applicable from a government body with whom the Tariff has been filed in the case of inconsistency between this Sea Waybill and the applicable Tariff, this Sea Waybill shall prevail.

### 3. WARRANTY

- The Merchant warrants that in agreeing to the terms hereof it is, or is the agent of and has the authority of, the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

### 4. NON NEGOTIABLE AND DESCRIPTION OF GOODS

- (1) This Sea Waybill is non-negotiable. The merchant has been offered the option of a bill of lading, but has requested a sea waybill. This document does not represent title to the goods. The carrier is entitled to deliver the goods named herein to the consignee or its agent without producing this document or any other document or proof of title. Should the carrier produce evidence that it has delivered the cargo to the named consignee or its agent or the party specified by the Merchant upon the provision of instructions this shall be conclusive proof of satisfactory completion of its obligations under this sea waybill and any and all claims by third parties including but not limited to persons claiming to have title to the goods or the right to obtain delivery shall be thereby extinguished.

- (2) This Sea Waybill shall be prima facie evidence of the Carrier taking charge of the Goods as herein described.

### 5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

- (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.
- (2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever other than the Carrier, including but not limited to the Carrier's servants or agents, any independent contractor and its servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage, and if any claim or allegation should nevertheless be made to the Carrier, it shall be harmless to the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for its benefit and in entering into this contract the Carrier, to the extent of these provisions, does so on behalf of the Merchant and its servants, claiming to have title to the goods and vessels and such persons and vessels shall to this extent be or parties to this contract.
- (3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or loss (and any interest thereon) arising from the Carriage of the Goods insofar as such claims or liability exceeds the Carrier's liability under this Sea Waybill.
- (4) The defences and limits of liability provided for in this Sea Waybill shall apply in any action against the Carrier whatever the legal basis of the action.

### 6. CARRIER'S RESPONSIBILITY

#### (1) CLAUSE PARAMOUNT

- (A) This Sea Waybill is not a bill of lading. Despite this fact, if a court were to determine that the Sea Waybill, insofar as it relates to sea carriage is compulsorily subject to the Hague Rules or Hague-Visby Rules, COGSA or COGWA, such conventions shall apply to sea carriage only.
- (B) If the Hague Rules, the Hague-Visby Rules or COGSA (if this Sea Waybill is subject to U.S. law) shall apply pursuant to clause 6(1)(A) then such application shall also include carriage by Goods by inland waterways and inland to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.
- (C) In the event that the conventions compulsorily apply to sea carriage, then the Hague Rules, and including Article III rule 8 and Article IX, shall be incorporated herein with the applicable package and kilogram limitations of liability applying as set out in Clause 6(3)(A)(ii) and the time bar shall also be as provided for in Clause 6(4)(G) herein.
- (D) The Carrier shall be entitled to do anything in this Sea Waybill shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations of and exclusions from liability and all rights conferred or authorised by any applicable law statute or regulation of any country and without prejudice to the generality of the foregoing, also any law, statute or regulation available to the Owner of the vessel(s) on which the Goods are carried.

#### (2) PORT TO PORT SHIPMENT

- The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms in this Sea Waybill.

#### (3) COMBINED TRANSPORT

- Save as is otherwise provided in this Sea Waybill, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into its charge until the time of delivery to the extent set out below.

- (A) Where the stage of Carriage where the loss or damage is not known:

- (i) The Carrier shall be entitled to rely upon all exclusions from liability under the Rules or legislation that would have been applied under 6(1)(A) - (D) above had the loss or damage occurred at sea.

- (ii) Subject to 6 (4) (C) below, where the Hague Rules, the Hague-Visby Rules or any legislation applying such Rules (such as COGSA or COGWA) are not compulsorily applicable the Carrier's liability shall not exceed US\$500 per package or unit or US\$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is lesser.

- (iii) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery of the Goods and the time when they should have been so delivered or if there is no such price according to the current market price reference to the normal value of the Goods of the same kind, quality at such place and time.

- (B) Where the stage of Carriage where the loss or damage is known:

- (i) The liability of the Carrier shall be determined by the provisions contained in any compulsorily applicable international convention of national law of the country, where the loss or damage occurred, where such provisions:

- (a) Cannot be departed from the private contract to the detriment of the Merchant, and
- (b) Would have applied if the Merchant had made separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.
- (ii) With respect to the transportation in the United States of America or in Canada to the Port of Loading or Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carrier (one or more) and such transportation shall be subject to the inland carriers contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carriers' obligations under their contracts and tariffs.
- (iii) Where neither (i) or (ii) above apply, any liability of the Carrier shall be determined by 6 (3) (A) above.

#### (4) GENERAL PROVISIONS

##### (A) Delay, Consequential Loss

- Save as otherwise provided herein the Carrier shall in no circumstances be liable for direct losses, nor shall the Carrier be liable for indirect, special, incidental or consequential losses of any kind, including but not limited to loss of actual or anticipated profits, other financial or economic losses, loss of use, loss of damage arising from delay, loss of production, loss of contracts, loss of

reputation or goodwill whether in contract, tort (including negligence), equity, warranty, strict liability, under any statute or otherwise or any other cause whatsoever and however caused ("Consequential Losses"). Notwithstanding the foregoing if the Carrier is found liable for any direct or Consequential Losses, liability shall be limited to the freight applicable to the relevant stage of the Carriage.

##### (B) Package or Shipping Unit Limitation

Where the Hague Rules, Hague-Visby Rules or any legislation making such Rules compulsorily applicable (such as COGSA and COGWA) to the Sea Waybill apply, the Carrier shall only be liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit as stated in such Rules, unless a declared value has been noted in accordance with (C) below. In all other circumstances, the Carrier's liability for any loss or damage will be limited to the equivalent of US\$500 per package or unit or US\$2 per kilogram of gross weight of the Goods, whichever is the lesser.

##### (C) Ad Valorem, Declared Value of Package or Shipping Unit

The Merchant acknowledges that the Carrier's liability may only be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment such higher value being inserted on the front of this Sea Waybill in the space provided and if required by the Carrier, extra freight paid in such case. If the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

##### (D) Definition of Package or Shipping Unit

Where a Container is used to consolidate Goods and such Container is Stuffed by the Carrier, the number of packages or shipping units stated on the face of this Sea Waybill in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except Goods shipped in bulk. Goods shipped in bulk shall be deemed to be the Goods of the Merchant. Goods shipped in bulk to Goods shipped in bulk, the limitation applicable hereto shall be the limitation provided in such convention or law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation to Goods shipped in bulk. If unspecified the unit per bulk cargo shall be metric tonnes.

##### (E) Rust, etc.

It is agreed that superficial rust oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the goods and acknowledgement of receipt of the Goods in apparent good order and condition is not an acknowledgment that oxidation or the like did not exist on receipt.

##### (F) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Sea Waybill unless prior to delivery of the Goods, notice of the general nature of any loss or damage to the Goods is given in writing to the Carrier or to its representative by the person entitled to delivery of the Goods under this Sea Waybill.

##### (G) Time-bar

The Carrier shall be discharged of all liability unless suit is brought in the proper form and written notice thereof received by the Carrier within nine months after delivery of the Goods of the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

### 7. MERCHANT'S RESPONSIBILITY

(1) The Description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(2) The Merchant shall comply with all applicable laws, regulation and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of the weight or treatment to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage. The Merchant shall be deemed to consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements of any such articles are delivered to the Carrier without such written consent articles are or may become dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

(5) If a Container has been stuffed by or on behalf of the Merchant:

- (A) The Carrier shall not be liable for loss or damage to the Goods whenever and howsoever caused, including but not limited to:
- (i) the manner in which the Container has been stuffed;
- (ii) the unsuitability of the Goods for carriage in Containers;
- (iii) the unsuitability or defective condition of the Container if ascertainable by reasonable inspection at the time the Container was stuffed.
- (B) Where the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container:
- (i) The Carrier shall not be liable for any loss, damage, contamination, soiling, detention or demurrage, before, during and after the Carriage of property of the Carrier (including but not limited to the Container) or any person or vessel (other than the Merchant) referred to in clause 5(2) on behalf of or for which the Merchant is responsible. As such, the Merchant shall be responsible for all costs incurred but not limited to cleaning, repair, decontamination, disposal and/or destruction of the container should the cargo have caused such loss and/or damage.
- (ii) The Merchant shall indemnify and hold harmless the Carrier against any loss, damage, or claim howsoever arising from one or more of the matters described in (A) and (B) above.

(6) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim liability or expense whatsoever arising from any breach of the Provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

### 8. CONTAINERS

- (1) Goods may be stuffed by the Carrier in Containers that may be stuffed with other Goods.
- (2) The terms of this Sea Waybill shall govern the responsibility of the Carrier in connection with arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchants.

(3) The Merchant shall be liable for all statutory charges and expenses, including but not limited to fines, penalties, customs duty, taxes, quarantine, fumigation, disposal charges and any other costs or expenses howsoever incurred arising from or in connection with the Containers or the Carriage.

(4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

### 9. TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Sea Waybill has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and the case of a temperature controlled container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant 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 or damage to the Goods caused by such non-compliance.

(2) The Carrier shall not be liable for any loss or damage to the Goods arising from defects, derangement, breakdown or failure of the temperature controlling machinery plant, including any apparatus of the Container provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(3) The Merchant's responsibility to indemnify and/or compensate the carrier for loss and/or damage set out in Clause 7 and 8 above shall equally apply to temperature Controlled containers.

### 10. INSPECTION OF GOODS

The carrier 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.

### 11. MATTERS AFFECTING PERFORMANCE

(1) The Carrier does not warrant or guarantee when Goods will be delivered and the Merchant acknowledges that if the Carrier has represented when Goods are to be delivered, it has not relied on that representation. The Carrier is not liable for delay in the Carriage of the Goods. If at any time the Goods are subject to such delay, detention or difference of any kind that is outside the control of the Carrier (including the condition of the Goods) whenever and howsoever arising, the Carrier may:

(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part thereof at the Merchant's disposal at any place which the Carrier may deem safe and convenient, where upon the responsibility of the Carrier in respect of such Goods shall cease.

(B) without prejudice to the Carrier's right to abandon the Carriage under (A) above, continue the Carriage. In any event the Carrier shall be entitled to full charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned.

(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government authority or authority at any person acting or purporting to act as or on behalf of such government authority or authority.

### 12. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant use any means of transport or storage whatever, load or carry the Goods on any vessel whether named on the front hereof or not, transfer the Goods from one conveyance to another vessel than that named on the front hereof or by any other means of transport whatever, at any place unpack and remove Goods which have been stuffed on or off a Container and forward the same in any manner whatsoever, proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatever once or more often than in any order, load to unload the Goods from any conveyance at any place and whether or not the place is so named on the front hereof as the Intended Port of Loading or Intended Port of Discharge, comply with any orders or recommendations given by any government or authority of any person or body acting or purporting to act as or on behalf of any government or authority or having under the terms of the insurance or the contract of employment by the Carrier the right to give orders or direction, permit the vessels to proceed with or without pilots, to tow or be towed or to be dry docked, permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and all armed or unarmed.

### 13. DECK CARGO (AND LIVESTOCK)

(1) Goods of any description whether containerized or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatever nature. The Merchant shall be deemed to have agreed that such Goods (other than livestock) shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules, the Hague-Visby Rules or any legislation making such Rules compulsorily applicable (such as COGSA and COGWA) to this Sea Waybill.

(2) Goods not being Goods stuffed in or on Containers other than open flats or pallets) and livestock, which are stowed on the front of this Sea Waybill to be carried on deck and which are carried on the carrier's deck or not) are carried without responsibility on the part of the Carrier for loss or damage of whatever nature arising during carriage by sea or inland waterway, whether caused by negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra costs incurred for any reason whatsoever in connection with carriage of livestock.

### 14. DELIVERY OF GOODS

If the delivery of the Goods or any part thereof is not taken by the Merchant at the time and place named where the Carrier is entitled to call upon the Merchant to take delivery of the Goods, the Carrier shall be entitled without notice to remove from a Container the Goods of that part thereof if stuffed in a Container and to store the Goods or the part thereof ashore, afloat in the open or under cover at the sole risk and expense of the Merchant, such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

### 15. BOTH TO BLAME COLLISION

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

### 16. GENERAL AVERAGE

(1) The Carrier may declare General Average which shall be adjustable according to the York Antwerp Rules of 2004 at any place at the option of the Carrier and the amended Jason Clauses as approved by BIMCO to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this condition.

(2) Notwithstanding (1) above, the Merchant shall defend indemnify and hold harmless the Carrier in respect of any claim (and any expenses arising here from) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this condition.

(3) The Carrier shall be under no obligation to take any steps on behalf of the vessel owner or operator to collect security for General Average and/or salvage contributions from the Merchant. The Merchant shall therefore make their own arrangements to provide such guarantees or contributions to the vessel owner or operator to enable the Merchant to take delivery of their cargo without involvement of the Carrier.

### 17. CHARGES

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

(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant and the Carrier shall be entitled to produce and specify and demand for the Goods or true copy thereof and to inspect, reweigh, measure and revalue the Goods and if the particulars are found by the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

(3) All charges shall be paid without any set off, counter-claim, deduction or stay of execution.

(4) The Merchant shall remain responsible for all Charges regardless whether such Charges are stated on the face of the Sea Waybill, are paid in advance or upon delivery.

### 18. LIEN

(1) The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatever including for freight, container detention, costs relating to the disposal or sale of abandoned goods, statutory charges and all other costs and expenses arising from or in connection with the Carriage earned or due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods to satisfy any sums hereof unless such waiver or variation is in writing and is specifically authorized or privately, without notice to the Merchant and at the Merchant's expense and without any liability to the Merchant.

(2) In addition to the rights of the Carrier as set out in Clause 18(1) above, the Carrier shall have a lien on all goods and any documents relating thereto for all sums owed by the Merchant, whether in relation to this carriage or other sums or charges outstanding in respect of previous shipments or future shipments or any outstanding sums under a statement of the account and/or invoices.

(3) In respect of Clause 18(1) to (2) above, the Carrier shall be at liberty to provide a written notice to the Merchant providing the Merchant 7 days in which to pay all outstanding sums or charges. Should the Merchant fail to pay all outstanding sums and charges the Carrier shall have the right to sell by public tender via an advertised sale in a local newspaper and without the necessity of obtaining any court order, any goods which it has in its possession or control including the goods carried under this bill of lading. The Carrier after having sold such goods shall account to the Merchant within 28 days of receipt of the sale funds.

(4) Should any provision within this clause be contrary to the law of the country where the proposed sale shall take place, the Carrier shall have all rights conferred on it under the law of that Country to enable it to proceed with and exercise its right of lien over the goods and sale of goods belonging to the Merchant to extinguish and/or reduce sums owed to it.

### 19. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized and ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to so waive or vary.

### 20. PARTIAL INVALIDITY

If any provision or part thereof in this Sea Waybill is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or part thereof. The validity of the remaining part of the provision or other provisions shall not be affected thereby and this Sea Waybill contract shall be carried out as if such invalid or unenforceable provision or part thereof were not contained herein.

### 21. JURISDICTION AND LAW CLAUSE

The contract evidenced by or contained in this Sea Waybill is governed by the laws of the Hong Kong Special Administrative Region and any claim or dispute arising hereunder or in connection herewith shall be determined by the Courts of Hong Kong and no other Courts, unless the Port of loading or the Port of Discharge indicated on the front of this Sea Waybill is in Canada, then this Sea Waybill is governed by the laws of Canada and any claim or dispute arising hereunder or in connection herewith shall be determined by the Courts of Canada.