



SEKO Container Lines Pte. Ltd.

Singapore Company Registration No. 202325398D

**SEA WAYBILL – FOR PORT TO PORT SHIPMENT OR FOR COMBINED
TRANSPORT**

DEFINITIONS

1. "Sea Waybill" means this document and whether issued in paper or electronic form.
2. "Carriage" means all operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
3. "Carrier" means the issuer of this Sea Waybill as named on the face of it – SEKO Container Lines Pte. Ltd.
4. "Charges" means and includes, but is not limited to, freight, costs, detention, demurrage and all other expenses and money obligations incurred and payable by Merchant and all collection costs for freight and other amounts due from Merchant including attorneys' fees and court costs.
5. "COGSA 1936" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
6. "Combined Transport" arises where the Carriage called for by this Sea Waybill is not Port to Port.
7. "Container" includes any container (including an open top container), trailer, transportable tank, lift van, flat rack, pallet, or any similar article of transport used to consolidate Goods and any connected, ancillary or accessory equipment.
8. "Goods" means the whole or any part of the cargo supplied by Merchant and described on the face side hereof and includes any Container or packing or equipment not supplied by or on behalf of Carrier.
9. "Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
10. "Hague-Visby Rules" or "HVR" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 (provided that nothing in this Sea Waybill shall be construed as contractually applying the said HVR) as set out in the Singapore Carriage of Goods by Sea Act 1972.
11. "Hamburg Rules" means the provisions of the United Nations Convention on the Carriage of Goods by Sea 1978.
12. "Merchant" includes the shipper, the receiver of the Goods, the endorsee, the consignee, the holder of this Sea Waybill, any Persons owning or entitled to the



possession of the Goods or this Sea Waybill, importer, exporter, any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned Persons.

13. "Person" includes an individual, a partnership, a body corporate or other entity.
14. "Place of Delivery" means a place so named overleaf or any other place where the Carrier has contracted to deliver the Goods when such place is other than the Port of Discharge.
15. "Place of Receipt" means a place so named overleaf or any other place where the Carrier has contracted to receive the Goods when such place is other than the Port of Loading.
16. "Port of Discharge" means a port or place so named overleaf or any other port or place where the goods are discharged from the Vessel.
17. "Port of Loading" means a port or place so named overleaf or any other port or place where the Goods are loaded onto the Vessel.
18. "Port to Port" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Sea Waybill or if both 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 port within the area of the port so nominated.
19. "SDR" means Special Drawing Rights as defined by the International Monetary Fund.
20. "Subcontractor" includes stevedores, marine terminals, independent contractors, agents, charterers and operators of vessels (other than the Carrier), road and rail transport operators, warehouseman, and any other direct or indirect subcontractors. This applies whether or not such subcontractors are in direct contractual privity or not.
21. "Vessel" means and includes any waterborne craft used in the Carriage named in this Sea Waybill which may be a feeder vessel, lighter, barge, ship, watercraft, ocean vessel or any other means of water transport, or any conveyance owned, chartered, or operated by Carrier or used in whole or in part for the Carriage of the Goods under this Sea Waybill by the Carrier for the performance of this contract.

CONDITIONS

1. **APPLICABILITY** The provisions set out and referred to in this document shall apply if the transport as described on the face of the Sea Waybill is Port to Port or Combined Transport.



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 agents 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** Merchant warrants that in agreeing to the terms hereof he 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. **NEGOTIABILITY AND TITLE TO THE GOODS** This Sea Waybill is a non-negotiable document and does not confer title to the Goods. It is not a bill of lading and no bill of lading will be issued.
5. **ISSUANCE OF THIS SEA WAYBILL**

By issuance of this Sea Waybill the Carrier assumes liability as set out in these Conditions and

 - 1) For Port to Port or Combined Transport, the Carrier undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the Goods are taken in charge to the place designated for delivery in this Sea Waybill.
 - 2) For the purposes and subject to the provisions of this Sea Waybill, the Carrier shall be responsible for the acts and omissions of any Person of whose services he makes use for the performance of the Contract evidenced by this Sea Waybill, but see Clause 26 below.
 - 3) When issued on a Port to Port basis, the responsibility of Carrier is limited to that part of the Carriage from and during loading onto the Vessel up to and during discharge from the Vessel or any other vessel onto which the Goods have been transhipped and 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 Carrier. Merchant constitutes Carrier as agent to enter into contracts on behalf of 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 Carrier or others and 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.



6. PARAMOUNT CLAUSE

- 1) This Sea Waybill insofar as it relates to sea Carriage by any vessel whether named herein or not shall have effect subject to the HVR including in either case any statutory modification thereof compulsorily applicable to this Sea Waybill and the provisions of the Hague-Visby Rules shall be deemed incorporated herein. The HVR (or COGSA 1936 if this Sea Waybill is subject to U.S. law) shall apply to the Carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. The Hague Rules or HVR applicable legislation shall apply to all Goods whether carried on deck or under deck. If and to the extent that provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the Vessel, Carrier's responsibility shall instead be governed by the provisions of Clause 8, but if such provisions are found to be invalid such responsibility shall be subject to COGSA 1936.
- 2) Carrier shall be entitled (and nothing in this Sea Waybill shall operate to limit or deprive such entitlement) to the full benefit of, and rights to, all limitations of or exemptions from liability and all rights conferred or authorised by any applicable law, statute or regulation of any country including, but not limited to, where applicable any provisions of sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America ("USA") and amendments thereto and where applicable any provisions of the laws of the USA.
- 3) Save where the Hague or HVR apply by reason of (1) above, this Sea Waybill shall take effect subject to any national law in force at the port of shipment or place of issue of the Sea Waybill or elsewhere making the Hamburg Rules compulsorily applicable to this Sea Waybill in which case this Sea Waybill shall have effect subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the shipper or consignee.

7. MERCHANT WARRANTIES AND OBLIGATIONS

- 1) Merchant warrants that, in agreeing to the terms hereof, he 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.
- 2) Merchant acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other government Agencies and/or third parties, and will immediately advise the Carrier of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Merchant's behalf.
- 3) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Carrier relies on the correctness of all documentation, whether in written or



electronic format, and all information furnished by Merchant. Merchant shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Carrier harmless from any and all claims asserted and/or liability or losses suffered by reason of Merchant's failure to disclose information or any incorrect, incomplete or false statement by Merchant or its agent, representative or contractor upon which Carrier reasonably relied. Merchant agrees that Merchant has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the Goods.

- 4) Once the Goods have been received by Carrier for Carriage, Merchant shall not be entitled either to impede, delay, suspend or stop or otherwise interfere with Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this Sea Waybill or to instruct or require delivery of the Goods at a place or point other than the Port of Discharge or Place of Delivery named on the reverse hereof or such other port or place selected by Carrier in the exercise of the liberties herein, for any reason whatsoever including but not limited to the exercise of any right of stoppage in transit conferred by Merchant's contract of sale or otherwise. The Merchant shall indemnify Carrier against all claims, liabilities, loss, damages, costs, delay, attorney fees and/or expenses caused to the Carrier, his directors, officers, sub-contractors, employees or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any stoppage (whether temporary or permanent) in the Carriage of the Goods whether at the request of Merchant, or in consequence of any breach by Merchant of this Clause, or in consequence of any dispute whatsoever in respect of the Goods (including, but not without restriction, disputes as to ownership, title, quality, quantity or description of and/or payment for the Goods) involving any one or more party defined herein as Merchant as between themselves or with any third party other than Carrier.
- 5) Merchant undertakes that the Goods are packed in a manner, and if applicable stuffed into a Container (in the case of not being stuffed by or on behalf of Carrier), adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
- 6) Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage, of property (including, but not limited to, Containers) of the Carrier or any Person or vessel (other than Merchant) referred to in Clause 7(5), above caused by Merchant or any person acting on his behalf or for which Merchant is otherwise responsible. Merchant shall indemnify Carrier, his servants and agents for all losses, damages, liabilities and expenses of whatever nature suffered or incurred by Carrier as a result of Merchant's failure to comply with Clauses 7(1), 7(2) and 7(5) above including but not limited to environmental damage or loss, cleanup costs, removal of hazardous material or substances and fines imposed by governmental agencies or port authorities.



- 7) Merchant (and each of the persons within the definition of Merchant shall be jointly and severally liable and remain so whether or not the Sea Waybill has been transferred) shall be liable to Carrier for the due fulfilment of all obligations to be undertaken by Merchant in this Sea Waybill and 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 Sea Waybill or applicable law or from any cause in connection with the Goods for which the Carrier is not responsible. Merchant's obligation to so indemnify, defend and hold harmless shall include reimbursement of all expenses or amounts spent or incurred, including legal fees and expenses, penalties or liabilities imposed, or loss of profit, directly or indirectly arising from or in connection with such failure or breach and shall not be defeated or reduced by any negligence on the part of or attributable to the Carrier.
- 8) Merchant undertakes to provide to Carrier or his agent, the name and contact details of the consignee if not stated in the Sea Waybill.

8. DESCRIPTION OF GOODS AND MERCHANT'S PACKING

- 1) Merchant warrants to Carrier the accuracy, at the time the Goods were taken in charge by Carrier, of the description of the Goods, marks, numbers, quantity, weight and/or volume as furnished by him, and Merchant shall defend, indemnify and hold harmless Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. Descriptions that are incomplete including, but not limited to, "FAK" designations are not acceptable. The right of Carrier to such obligation from Merchant shall in no way limit his responsibility and liability under this Sea Waybill to any person other than Merchant.
- 2) Merchant also warrants that the Goods are lawful goods according to the applicable laws including those of the country of the Place of Receipt and that of the Place of Delivery and are not, or do not contain, contraband, prohibited or illegal substances or articles, drugs or stowaways and that the Goods are adequately packed and prepared for shipment, and that neither the Goods nor the Carriage thereof will cause any loss, expense or delay to Carrier or to the Vessel or to any other cargo during the Carriage.
- 3) Without prejudice to Clauses 9A(2)(c) and 10(6), Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of Goods or by faulty loading or packing within Containers when such loading or packing has been performed by Merchant or on behalf of Merchant by a person other than Carrier, or by defect or unsuitability of the Containers when supplied by Merchant, and shall defend, indemnify and hold harmless the Carrier against any additional expenses so caused.
- 4) 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 the receipt of the Goods in apparent good order and



condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

- 5) Merchant undertakes not to tender for transportation any Goods which require temperature control or humidity control without previously giving written notice of their nature and particular temperature range or humidity range to be maintained and receiving written approval from Carrier of such transport. In the case of a temperature controlled Container stuffed by or on behalf of Merchant, Merchant further undertakes that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by Merchant before receipt of the Goods by Carrier. If the said requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods by such non-compliance.
- 6) Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant insulation or any apparatus of the Containers, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the temperature controlled Container in an efficient state.

9. EXTENT OF LIABILITY

A.

- 1) Carrier shall be liable for loss or damage to the Goods occurring between the time when he takes the Goods into his charge and the time of delivery.
- 2) Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by
 - (a) An act or omission of Merchant or any person acting on behalf of Merchant (other than Carrier);
 - (b) Compliance with the instructions of any person authorised to give them;
 - (c) Handling, loading, stowage or unloading of the Goods by or on behalf of Merchant;
 - (d) Inherent vice of the Goods;
 - (e) Latent defects not discoverable by due diligence;
 - (f) Lack or insufficiency of or defective condition of packing of Goods;
 - (g) Insufficiency or inadequacy of marks or numbers on the Goods, coverings or unit loads;
 - (h) Fire, unless caused by actual fault of the Carrier;
 - (i) Act of god;
 - (j) Act of war;
 - (k) Act of public enemies;
 - (l) Arrest or seizure under legal process;



- (m) Quarantine restrictions;
 - (n) Strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general;
 - (o) Riots and civil commotions;
 - (p) A nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy;
 - (q) Any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.
- 3) The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon Carrier. When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes and events specified in Clause 9A(2) other than 9A(2)11(a), 9A(2)(b), 9A(2)(c), 9A(2)(d), 9A(2)(f) and 9A(2)(q), it shall be presumed that it was so caused. The Merchant shall be entitled to prove that the loss or damage was not, in fact, caused wholly partly by one or more of these causes or events.
- B. When in accordance with Clause 9A(1) Carrier is liable to pay compensation in respect of loss or damage and the stage of transport where loss or damage occurred is known, the liability of Carrier in respect of such loss or damage shall be:-
- 1) determined by the provisions contained in any international convention or national law, which provisions:
 - (a) cannot be departed from by private contract, to the detriment of the claimant, and
 - (b) would have applied if the claimant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence any particular document which must be issued in order to make such international convention or national law applicable;
 - 2) with respect to the transportation in the USA or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. Carrier guarantees the fulfilment of such inland carriers' obligation under the contracts and tariffs.

10. CONTAINERS



- 1) Goods may be stuffed by Carrier in or on Containers and Goods may be stuffed with other Goods.
- 2) This Sea Waybill is prima facie evidence of the receipt of the particular number of Containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the Containers.
- 3) Merchant warrants that the stowage and seals of the Containers are safe, proper and suitable for handling and Carriage.
- 4) Delivery shall be deemed as full and complete performance when the Containers are delivered by Carrier with the seals intact and Carrier shall not be liable for any shortage of Goods discovered at delivery.
- 5) Carrier or any person authorised by Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.
- 6) If a Container has been stuffed by or on behalf of Merchant.
 - (a) Carrier shall not be liable for loss or damage to the Goods:
 - i. caused by the manner in which the Container has been stuffed or packed;
 - ii. caused by the unsuitability of the Goods for Carriage in Containers;
 - iii. caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of Carrier or (b) would have been apparent on reasonable inspection by Merchant at or prior to the time when the Container was stuffed;
 - iv. if the Container is not sealed at the commencement of the Carriage except where Carrier has agreed to seal the Container.
 - (b) the Merchant shall defend, indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (a) above.
- 7) Where Carrier is instructed to provide a Container, in the absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.

11. SUB-CONTRACTING

- 1) Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the handling, storage, or Carriage of the Goods and all duties undertaken by Carrier in relation to the Goods.



- 2) Merchant undertakes that no claim or allegations whether arising in contract, tort, bailment or otherwise shall be made against any Persons or vessels whatsoever, other than Carrier, including, but not limited to Carrier's employees, servants, agents or subcontractors, any independent contractor and his servants or agents, stevedores, terminal and groupage operators, road and rail operators 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 owned and chartered by any of them or upon which the Goods have been carried any liability whatsoever in connection with the Goods or the Carriage of the Goods whether arising out of negligence or not on the part of such person or vessel; and if any claim or allegation should nevertheless be made, Merchant undertakes to defend, indemnify and hold harmless Carrier against all consequences thereof.
- 3) Without prejudice to the foregoing, every such Persons and vessels shall have the benefit of all provisions herein benefiting Carrier as if such provisions were expressly for his benefit and in entering into this contract Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.
- 4) Merchant further undertakes to defend, indemnify and hold harmless Carrier against any claim or liability whatsoever (and any expense and all consequences arising there from) arising from the Carriage of Goods, whether or not arising out of negligence on the part of Carrier, insofar as such claim or liability is made other than in accordance with the terms of this Sea Waybill or which exceeds Carrier's liability under this Sea Waybill.
- 5) The aggregate of the amounts recoverable from Carrier and the persons referred to in Clause 5(2) shall in no case exceed the limits provided for in these Conditions.

12. LIMITATION AMOUNT

- 1) Nothing in this Sea Waybill shall operate to limit or deprive Carrier of any statutory protection or exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country.
- 2) It is agreed by Merchant that Carrier qualifies and shall be regarded as a person entitled to limit liability under any applicable convention for the Limitation of Liability for Maritime Claims notwithstanding that Carrier may have secured space on board the relevant Vessel by means of a slot charter, bill of lading, or other contract of carriage. Subject to any law compulsorily applicable to the Carriage to the contrary, and save to that extent, the fund to which the Carrier may limit its liability in respect of all claims arising out of an incident shall be that part or proportion of the limitation fund applicable to the actual carrier that is available for Carrier's claims against the actual carrier.



- 3) Where the HVR or any legislation making either of such Rules compulsorily applicable (such as COGSA 1936) to this Sea Waybill apply, Merchant agrees that Carrier has no knowledge of the value of the Goods and shall not, unless a declared value has been noted in accordance with Clause 12(5) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Where Carriage is to, from or through the USA, such limitation amount of Carrier or the Vessel according to COGSA 1936 is USD500 per package or customary freight unit unless a declared value has been noted in accordance with Clause 12(5) below. If such Rules or legislation are not compulsorily applicable, subject to any other compulsorily applicable convention or national legislation, the limitation amount shall not exceed the amount of SDR 666.67 per package or shipping unit, or SDR 2.00 per kilo of the gross weight of the Goods lost, damaged or delayed (whichever is higher) of the Goods lost, damaged or delayed or where the Carriage includes Carriage to, from or through a port in the USA USD500 per package or shipping unit or USD2.00 per kilo of the gross weight of the Goods whichever is less.
- 4) Merchant agrees and acknowledges that Carrier has no knowledge of the value of the Goods and Carrier's liability may be increased to a higher value only by a declaration in writing of the value of the Goods by Merchant upon delivery to Carrier of the Goods for shipment, such higher value being inserted with the consent of Carrier on the front of this Sea Waybill in the space provided and, if required by Carrier, prepayment of extra freight and opting for full liability by complying with the terms of Carrier's Tariff. 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 Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata based on such declared value.
- 5) Subject always to Clauses 12(1) to 12(4), where loss or damage is caused partly by a cause for which Carrier is liable, Carrier shall be liable only for the portion of the loss or damage proved by Merchant to have resulted from the cause for which Carrier is liable. Merchant shall indemnify Carrier (including legal and expert fees and disbursements) when Carrier pays damages in excess of its share of fault.
- 6) If the value of the Goods is less than USD500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.
- 7) When Carrier is liable for compensation in respect of loss or damage to the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Consignee in accordance with the contract or should have been so delivered.
- 8) The value of the Goods shall be fixed according to the current commodity exchange price, or, if there be no such price, according to the current market



- price, or, if there be no commodity exchange price or current market price, by reference to the normal value of Goods of the same kind and quality.
- 9) Where a Container is used to consolidate Goods and such Container is stuffed by 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 or Water. 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, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto 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 as to Goods shipped in bulk.
- 10) UNLESS OTHERWISE REQUIRED BY LAW, CARRIER SHALL NOT BE LIABLE FOR, AND MERCHANT HEREBY WAIVES ANY RIGHT TO CLAIM, ALL SPECIAL, CONSEQUENTIAL, INCIDENTAL AND PUNITIVE DAMAGES OF ANY SORT. The above limitation of liability includes, but isn't limited to, any claims for loss of profits or revenue, loss of customers, loss of use of the Goods, cost of substituted Goods, downtime costs, advertising costs, or labor costs of Merchant or Merchant's customers.

13. DANGEROUS GOODS INDEMNITY

- 1) Merchant may not tender Goods of a dangerous nature, which shall include but not be limited to: Goods considered to be hazardous, flammable, noxious, damaging, explosive, corrosive, poisonous, injurious, radioactive or any other damaging nature, without first submitting written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the exact nature of the danger, the nature and specific contents of the Goods with reasonable specificity as well as the names and addresses of the shippers and consignees, and if need be, the precautions to be taken.
- 2) Merchant shall comply with the rules which are mandatory according to the national law or by reason of international convention, relating to the carriage of Goods of a dangerous nature. Whenever applicable, Merchant must provide Material Safety Data Sheets for all Goods of a dangerous or hazardous nature. Merchant shall distinctly and permanently mark the nature and specific contents of the Goods on the outside of the package and Container and shall submit to the Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such Goods.



- 3) If Merchant fails to provide such information and Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at the time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and Merchant shall indemnify Carrier and be liable for all loss, damage, delay or expenses arising out of their being taken in charge, or their Carriage, or of any services incidental thereto.
- 4) If any Goods shipped with the knowledge of Carrier as to their dangerous nature shall become a danger to the Vessel, vehicle or cargo, they may in like manner be unloaded or landed at any place or destroyed or rendered innocuous by Carrier, without liability on the part of Carrier, except General Average, if any.
- 5) Where the circumstances in Clauses 13(3) or 13(4) arises,
 - (a) Such action shall be deemed to constitute due delivery under this Sea Waybill and Merchant shall pay all Charges incurred by Carrier.
 - (b) In exercising its discretion hereunder, Carrier shall not be under any obligation to take any particular measure and should not be liable for any loss, damage or delay howsoever arising or any lack of action relating thereto.
 - (c) Carrier's liability shall cease upon such abandonment, storage, sale or disposal.
 - (d) Merchant shall be liable for and indemnify Carrier against all loss, damage or liability including loss of freight, and any claims, liability, loss, damage, delay, costs, fines and/or expenses directly or indirectly arising out of or resulting from such Goods and all resulting actions taken by Carrier, and shall post any necessary bonds or financial guarantees as may be required.

14. PROJECTS & HEAVY LIFTS For all projects and heavy lifts, which shall include but not be limited to, projects and heavy lifts identified as "break bulk", "out of gauge" and other shipments with unique requirements, Merchant shall provide Carrier with all appropriate information on the Goods sufficiently in advance of loading to enable the precautions which may be necessary for proper stowage and safe carriage of the Goods to be put into effect. Such information shall be confirmed in writing and by appropriate documents provided to Carrier prior to loading the Goods on the ship. The information shall include, at a minimum, a general description of the Goods, the gross mass of the Goods or of the unit(s) to be transported, and any relevant special properties of the Goods. If all such information is not fully and accurately provided to Carrier sufficiently in advance to loading and in accordance with the terms set forth herein, Merchant shall be



responsible for and shall fully indemnify Carrier for all resulting losses, claims, damages or Charges that should occur.

15. DECK CARGO AND LIVESTOCK

- 1) Carrier has the right to carry the Goods in any Container under deck or on deck, at Carrier's option, and notwithstanding any contrary custom or practice of the trade. Carrier is not required to note "on deck stowage" on the face of this Sea Waybill and Goods so carried shall constitute under deck stowage for all purposes including the General Average.
- 2) Except as otherwise provided by any law applicable to this contract, if this Sea Waybill states that the Goods is livestock, or any other Goods which is to be stowed on deck, then Carrier shall not be liable for any non-delivery, delay or loss to Goods carried on deck, or livestock Goods, whether or not caused by Carrier's negligence or the Vessel's unseaworthiness. Carrier's receiving, keeping, and transporting of live Goods, including without limitation plants, animals, birds, and fish, shall be without any warranty or undertaking and at Merchant's sole risk. Neither Carrier nor the Vessel shall be responsible for loss, accident, disease, injury, or mortality to such live Goods.

16. GOLD, SILVER, VALUABLES, ETC. Carrier shall not be responsible for damage or loss caused to precious metals and valuable Goods, which may include but shall not be limited to the following: jewelry, precious metals, gems or stones, securities, stocks, currency, heirlooms, other unique documents or any other valuable Goods. Carrier shall be relieved of any and all liability with respect to such Goods unless Merchant has declared the true nature and value of such Goods prior to tendering same to Carrier, has paid the supplementary insurance charge pursuant to this Sea Waybill, and Carrier has agreed to undertake the transportation of such Goods.

17. COMPLIANCE WITH LAWS

Carrier conducts its business ethically and in compliance with all laws in the countries where Carrier does business. Shipments are subject to all applicable international, federal, state and local laws and regulations, including all anti-corruption laws such as the U.S. Foreign Corrupt Practices Act of 1977, as amended and the UK Bribery Act, as amended (collectively, the "Laws"). Merchant shall not send any Shipment in any manner that violates any Law or is in violation of Carrier's Anti-Corruption and Foreign Corrupt Practices Act Policy. Exporting Shipments to companies, organizations, or Persons listed on the Specially Designated Nationals List, the U.S Debarred List, the U.S. Entity List,



and other governmental lists are prohibited, including those on other lists of denied parties. Merchant agrees not to use Carrier's services to transport Goods in any manner that violates any sanctions or embargoes of countries or Persons, including U.S. sanctions and embargoes that exist at the time of sailing, including but not limited to against Belarus, Crimea, Cuba, Donetsk People's Republic and Luhansk People's Republic areas of Ukraine, Iran, North Korea, Russia and Syria.

18. DELAY, CONSEQUENTIAL LOSS, ETC.

- 1) Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place during the Carriage or at the Place of Delivery at any particular time (whether advertised or not) or to meet any particular requirement of the Merchant or any market or use of the Goods and Merchant agrees that save as otherwise provided herein, Carrier shall under no circumstances whatsoever be liable for any direct, indirect or consequential loss, loss of profits or loss of market or loss of contract or loss of revenue or use claims, punitive or exemplary damages or damage caused by delay or any other cause whatsoever and howsoever caused.
- 2) Without prejudice to Clause 18(1), if notwithstanding Carrier is found liable for any such direct, indirect or consequential loss caused by such alleged delay, the liability of Carrier shall be limited to the freight payable for the goods delayed but not exceeding the total freight payable under the contract of carriage or the value of the Goods as determined in Clause 12 whichever is the lesser sum.
- 3) 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 the condition of the Goods), whensoever and wheresoever arising (whether or not the Carriage has commenced) Carrier may:
 - (a) without notice to Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at Merchant's disposal at any place which Carrier may deem safe and convenient, whereupon the responsibility of Carrier in respect of such Goods shall cease.
 - (b) without prejudice to Carrier's rights subsequently 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 Merchant shall pay any additional costs resulting from the above mentioned circumstances.

- 4) The liability of 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 or authority or any Person acting or purporting to act as or on behalf of such government or authority.

19. FORCE MAJEURE EVENTS AFFECTING PERFORMANCE

- 1) Carrier shall use reasonable endeavors to complete transport and to deliver the Goods at the place designated for delivery. If at any time in the opinion of Carrier the performance of this contract as evidenced by this Sea Waybill is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind whatsoever including strike, labor disputes, acts of God, weather, mechanical failures, cyber attacks; civil commotions; acts or omissions of customs or quarantine officials; epidemics; pandemics (including the COVID-19 pandemic); public authorities acting with actual or apparent authority; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the Goods; public enemies; hazards incident to a state of war; or acts of terrorism and if by virtue of the above Carrier has no duty to complete the performance of the contract, Carrier whether or not the transport is commenced may elect to treat the performance of this contract as terminated and place the Goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or may elect to deliver the Goods at the Place of Delivery.
- 2) If, in the reasonable judgment of Carrier, the continued Carriage would expose the Vessel or any Goods onboard to risk of seizure, damage or delay, in consequence of war, warlike operations, blockade, riots, civil commotions or piracy, or any Person onboard to risk of loss of life or freedom, or that any such risk has increased, then the Carrier may discharge the Goods at the Port of Loading, or any other safe and convenient port.
- 3) In the event that epidemics, quarantine, ice, labor troubles or obstructions, strikes, lockouts, difficulties in loading or discharging would prevent the Vessel from leaving the Port of Loading or reaching or entering the Port of Discharge, or discharging in the usual manner and departing therefrom safely and without unreasonable delay, Carrier may elect to discharge the Goods at the Port of Loading or any other safe and convenient port.
- 4) The discharge of the Goods under any provision hereunder shall be deemed due fulfillment of the contract of carriage. In any event Carrier shall be entitled to full freight charges for any Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

20. DEFENCES The defences and limits of liability provided for in these Sea Waybill Conditions shall apply in any actions against Carrier whether the action be founded in contract, in tort, in bailment or otherwise.



21. METHOD AND ROUTE OF TRANSPORTATION

- 1) Carrier may at any time, with or without notice to Merchant, use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; stow the Goods, whether containerised or not, on or under deck; transfer the Goods from one conveyance to another including transshipping or by any other means of transport whatsoever; at any place unpack or remove Goods which have been stuffed in or on 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 whatsoever (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge) once or more often and in any order; load or unload the Goods from any conveyance at any place; comply with any orders or recommendations given by any government or authority or any Person or body acting 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; permit the vessel to proceed with or without pilots, to tow or be towed or be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.
- 2) The liberties set out in paragraph (1) of this Clause may be invoked by Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods including but not limited to loading or unloading other goods, bunkering, embarking or disembarking other persons, undergoing repairs and/or dry docking, towing or being towed or assisting other vessels. Anything done in accordance with paragraph (1) of this Clause or any delay arising there from shall be deemed to be within the contractual Carriage and shall not be deviation of whatsoever nature or degree. Should the Carrier be held liable in respect of any such action, the Carrier shall be entitled to the full benefit of the Carrier's defences.

22. DELIVERY If delivery of the Goods or any part thereof is not taken by Merchant, at the time and place when and where the Carrier is entitled to call upon Merchant to take delivery thereon, Carrier shall be entitled to store the Goods or any part thereof at the sole risk of Merchant, where upon the liability of Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the



Carrier or any agent of Subcontractor of the Carrier) shall forthwith upon demand be paid by Merchant to the Carrier.

23. BOTH-TO-BLAME COLLISION The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from Carrier or its agent upon request are incorporated herein.

24. FREIGHT AND CHARGES

- 1) Freight shall be paid without discount in cash or in check or by wire transfer to Carrier's receiving bank and, whether prepayable or payable at destination, shall be considered as earned on receipt of the Goods and not to be returned or relinquished in any event.
- 2) Freight and all other amounts mentioned in this Sea Waybill are to be paid in the currency named in the Sea Waybill or, at carrier's option in the currency of the country of dispatch or destination at the highest rate of exchange for Bankers Sight Bills current for prepayable freight on the day of dispatch and for freight payable at destination on the day when t Merchant is notified of arrival of the Goods there or on the day of withdrawal of the delivery order, whichever rate is the higher, or at the option of Carrier on the date of the Sea Waybill.
- 3) Merchant shall reimburse Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, governments or force majeure.
- 4) If Merchant fails to pay the Charges in full when due, Merchant shall be liable in addition for interest at the rate of 18% per annum or the legal maximum due on any outstanding sum together with reasonable expenses and attorney fees incurred in obtaining payment due to Carrier.
- 5) 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 charges to the freight forwarder is not payment to Carrier.
- 6) Full freight charges shall be paid on damaged or unsound Goods.
- 7) In any referral for collection or action against Merchant for monies due to the Carrier, upon recovery by Carrier, Merchant shall pay the expenses of collection and/or litigation, including reasonable attorneys' fees, regardless of whether or not litigation was filed.
- 8) All dues, taxes and Charges or other expenses in connection with the Goods shall be paid by Merchant. Merchant shall be liable for return freight and storage or other charges on the Goods if they are refused export or import by any government.



- 9) Merchant warrants the correctness of the declaration of contents, insurance, weight, measurement or value of the Goods but Carrier reserves the right to have the contents inspected and the weight, measurement and value verified. If on such inspection it is found the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged whichever sum is the smaller, shall be payable as liquidated damage to Carrier for his inspection costs and losses of freight on other Goods notwithstanding any other sum having been stated on the Sea Waybill as freight payable.
- 10) All Persons encompassed within the definition of "Merchant" as provided in this Sea Waybill shall be jointly and severally liable to Carrier for the payment of all freight and Charges, including advances.
- 11) All Persons encompassed within the definition of "Merchant" as provided in this Sea Waybill shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon the Carrier by reason of any breach of the Merchant of any of the provisions of this Sea Waybill or of any statutory or regulatory requirements.

25. **CARRIER'S LIEN** Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to Carrier from Merchant in connection with any shipments of Merchant and expenses advanced by Carrier, including, but not limited to, any charges due for prior unrelated shipments, invoices, services performed by Carrier, or any acts or omissions for which Merchant is responsible and for General Average contributions to whomsoever due and for the costs of recovering the same. If such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at Merchant's expense and without any liability towards Merchant to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Carrier and the costs of recovering any such sum due. Carrier shall be entitled to claim the difference in the event that the sale proceeds do not discharge in full the amount due from Merchant. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. Carrier's lien shall survive the delivery of the Goods.

26. WAREHOUSEMAN LIEN

In the following instances, the Carrier shall have a warehouseman lien, notwithstanding any other benefits or remedies:



- 1) If the Goods should remain in the Carrier's custody after discharge from the Vessel and possession is not taken by Merchant, after notice, within the time allowed in the Carrier's applicable tariff, the Goods may be considered to have been delivered to the Merchant, and, at the Carrier's option, may be stored at the Merchant's expense.
- 2) If the Goods go into demurrage, the Carrier shall assume the rights of warehouseman, and this Sea Waybill shall constitute a warehouseman's non-negotiable receipt. The Goods will be delivered to the consignee or other Person(s) entitled to receipt of the Goods upon payment of all Charges due. If the Goods are not claimed within ten (10) days after demurrage commences, the Carrier may exercise its warehouseman's right to sell or auction such Goods. The Carrier may assert a general lien for Charges and expenses in relation to other Goods, whether or not these Goods have been delivered by the Carrier.

27. GENERAL AVERAGE General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier. In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred with respect to the Goods. If a salvaging vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to any non-party. As to matters not provided for by the York-Antwerp Rules 1994, General Average shall be adjusted, stated and settled according to the laws and usages of the port or place of adjustment, and in the currency selected by Carrier.

28. NOTICE

- 1) Unless notice of loss or damage to the Goods and general nature of it be given in writing to Carrier or the Persons referred to in Clause 5(2) at the Place of Delivery before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereto under this Sea Waybill, or if the loss or damage be not apparent, within three (3) consecutive days thereafter, such removal shall be prima facie evidence of the delivery by Carrier of the Goods as described in this Sea Waybill. Any notation of loss or damage on the receipt or notice given by Merchant shall be unequivocal



- failing which the Carrier shall not accept responsibility for such loss or damage howsoever occurring.
- 2) Where the Goods have been or may have been lost or damaged during the custody of Subcontractors, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless Merchant gives the Carrier notice of loss and notice of claim in time for the Carrier to comply with the requirements of the Sub-Contractors. It is Merchant's obligation to inquire as to those requirements. The Carrier is not obliged to volunteer that information.
29. NON DELIVERY If this Sea Waybill is issued evidencing the Carriers Contract of Carriage by Combined Transport, failure to effect delivery within 90 days after the expiry of a time limit agreed and expressed herein or, where no time limit is agreed and so expressed, failure to effect delivery within 90 days after the time it would be reasonable to allow for diligent completion of the Combined Transport operation shall, in the absence of the evidence to the contrary, give to the party entitled to receive delivery, the right to treat the Goods as lost.
30. TIME BAR Carrier shall be discharged of all liability under the Terms and Conditions of this Sea Waybill, unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine (9) months after (1) the delivery of the Goods, or (2) the date when the Goods should have been delivered, or (3) the date when in accordance with Clause 22, failure to deliver the Goods would, in the absence of evidence to the contrary, give to the party entitled to receive delivery, the right to treat the Goods as lost.
- In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period covered by such convention or law shall then apply but in that circumstance only.
31. VARIATION OF THE CONTRACT No employee or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically uthorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.
32. PARTIAL INVALIDITY If any provision 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. The validity of the remaining provisions shall not be affected thereby and this Sea Waybill contract



shall be carried out as if such invalid or unenforceable provision were not contained therein.

33. MODIFIED COMBINED TRANSPORT CLAUSE. In case of a Combined Transport Carriage to or from (1)Australia, (2)CIS Countries, (3)the Continent of Africa, (4)the Middle East which, for the purposes of this Sea Waybill only, is expressly defined as: Afghanistan, Bahrain, Egypt, Iran, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Turkey, United Arab Emirates and Yemen Arab Republic, (5)India, Pakistan, Bangladesh and Sri Lanka, (6)The Peoples Republic of China, the responsibility of the Carrier prior to loading and subsequent to discharge from the Vessel at a Port of Loading or Discharge to or from such places, notwithstanding the Clause 5(2) above, the Clause 5(3) above will apply in that when the stage of Carriage where the loss or damage occurred is known and Carrier has subcontracted that stage, Carrier shall have the full benefit of all rights, limitations and exclusions of liability available to such Subcontractor in the Contract between Carrier and such Subcontractor and in any law, statute or regulation and the liability of Carrier shall not exceed the amount recovered, if any, by Carrier from such Subcontractor.

34. INSPECTION AND SECURITY

- 1) All shipments are subject to inspection by Carrier, by the Carrier's agents, and by any duly authorised government entities, including, but not limited to, the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities; and any such inspections may break the seals of the shipment, in the course of inspection. Notwithstanding the foregoing right to inspect shipments, t Carrier is not obligated to perform such inspection except as mandated by law. Further, Carrier reserves the right to unilaterally reject any shipment that it deems unfit for transport after inspection. If Carrier deems a shipment unfit after inspection, Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to carry or to continue the Carriage or to store the same ashore, afloat, under cover or in the open, in any place, which storage shall be deemed to constitute due delivery under this Sea Waybill. Merchant shall indemnify Carrier against any reasonable expenses so incurred.
- 2) If by order of the proper authorities at any point of the Carriage, the Goods or a Container has to be opened in which the Goods are removed and/or unpacked and/or unstuffed or similar in order to be inspected, Carrier will not be liable for any loss, damage or delay incurred either to the Goods, the Carriage or to the carrying Vessel as a result of such inspection including the



cost of opening, unstuffing, inspection or repacking, which cost shall be recoverable by the Carrier from Merchant as part of the Charges.

35. **GOVERNMENT DIRECTIONS** Carrier shall have liberty to comply with any order, directions, or recommendations in connection with the Carriage under this Sea Waybill given by any government or authority, or anybody acting or purporting to act on behalf of such government or authority, or having the right to give such orders, directions or recommendations. Discharge or delivery of the Goods in accordance with the said order, directions or recommendations shall be deemed a fulfillment of the contract of carriage and any extra expenses incurred by Carrier in connection with this clause shall be paid by Merchant in addition to the freight and Charges.

36. **LAW AND JURISDICTION**

- 1) The contract evidenced by or contained in this Sea Waybill shall be governed by and construed in accordance with Singapore law and, save as may be compulsorily applicable under the local law of the place of loading or that of discharge, any dispute arising hereunder against Carrier, unless otherwise agreed by Carrier, shall be brought exclusively before the Singapore Courts. Any action by Carrier to enforce any provisions of this Sea Waybill may be brought before any court of competent jurisdiction at the option of Carrier.
- 2) For shipments to or from the USA (including its districts territories and possessions), the contract evidenced by or contained in this Sea Waybill shall be governed by USA law.
- 3) Where the Goods are subject to adverse or competing claims, Carrier may place the Goods in the custody of a court of competent jurisdiction for a determination of ownership and/or right to possession at the sole expense of Merchant, including Carrier's legal fees and disbursements. Carrier shall have no liability to Merchant arising out of such placement and Merchant consents to the exclusive jurisdiction of such Court.