

K Line Universal Waybill

Face Clauses

- A RECEIVED by Carrier from the Shipper on the terms hereof the total number of Containers or packages said to contain Goods enumerated below in the box marked "Total No. of Containers or Packages (in words)" in apparent good order and condition (unless otherwise indicated herein) for Carriage from the Place of Receipt or the Port of Loading to the Port of Discharge or the Place of Delivery.
- B In consideration of Carrier's acceptance of Containers or packages, the Shipper (on its own behalf and on behalf of all persons included in the definition of "Merchant" contained in the applicable "K" Line standard form bill of lading) agrees that all terms on the face and back hereof apply. MERCHANT SPECIFICALLY AGREES THAT ITS ATTENTION HAS BEEN DRAWN TO AND THAT IT HAS ACCEPTED THE APPLICABLE "K" LINE STANDARD FORM BILL OF LADING ("Carrier's B/L"), Carrier's APPLICABLE TARIFF(S), AND THE CMI UNIFORM RULES FOR SEA WAYBILLS AS REFERRED TO IN AND INCORPORATED HEREIN BY CLAUSE 1 ON THE REVERSE HEREOF
- C This Waybill supersedes any prior arrangements, agreements or representations by Carrier, its agent or any other person, save for service contracts between the parties, and where applicable valid under the United States Shipping Act.

Back Clauses

- 1 All words or terms contained in this Waybill that begin with an upper case (capital) letter are terms defined in Carrier's B/L and/or Tariff(s), and have the same meaning herein (as applicable or with logical amendments) - see clause 3.1 below.
- 2.1 Unless otherwise set out on the face or back hereof, Containers or packages said to contain Goods and/or Goods are accepted by Carrier for Carriage on the terms hereof (whether expressly set out or incorporated by reference). These terms shall determine all rights, obligations and defences applicable or available to Carrier, the master and Vessel (including her owners) in connection with or arising out of Carriage, including without limitation the acceptance, possession, handling, transportation and

delivery of Containers and/or packages and/or Goods in every contingency, wheresoever and whensoever occurring, including (without limitation) in the event of deviation or of unseaworthiness of Vessel.

2.2 IT IS EXPRESSLY AGREED THAT NO SUB-CONTRACTOR (as defined in Carrier's B/L) SHALL HAVE ANY LIABILITY OR REPSONSIBILITY WHATSOEVER IN RESPECT OF OR IN CONNECTION WITH GOODS, AND THAT THE TERMS OF CLAUSE 5 OF CARRIER'S B/L (AS INCORPORATED HEREIN) APPLY TO ANY SUCH SUB-CONTRACTOR.

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

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

- (1) All the terms, conditions, exceptions and stipulations on the back of the K Line standard form bill of lading ("Carrier's B/L"). Every reference therein to the words "Bill(s) of Lading" shall be read and construed to mean the words "Non Negotiable Waybill(s)", and the terms and conditions thereof shall be read and construed in the context of this Waybill accordingly.
- (2) All the terms of Carrier's applicable Tariff(s) in effect the date the contract evidenced by this Waybill is entered into, and published in accordance with all applicable national laws
- (3) The CMI Uniform Rules for Sea Waybills, excluding rule 4(iii)

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

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

3.3.1 Carrier's B/L may be inspected at or a copy obtained from Carrier's offices or those of its authorised agents. The text may also be found at Carrier's websites: www.kline.co.jp,

www.kline.com or www.klineurope.com

- 3.3.2 The text of the CMI Uniform Rules for Sea Waybills may be found at www.comitemaritime.org
- 4.1 Unless otherwise specified in this Waybill (in particular, but without limitation, in clause 4.2 below in respect of Goods for Carriage to Port(s) of Discharge or Place(s) of Delivery or other ports or places in the United States of America), delivery of Goods will be made only to the Consignee named on the face hereof, or its authorised agents, on production of proof of identity.
- 4.2 In respect of Goods for Carriage to Port(s) of Discharge or Place(s) of Delivery or other ports or places in the United States of America, clause 4.1 shall not apply. The procedure relating to the release of Goods applicable to any particular port or place in the United States of America is set out in Carrier's published tariff. Provided the said procedure(s) is/are followed, Carrier shall be deemed to have exercised reasonable care in relation to the release and delivery of Goods, and shall not be liable to Merchant in respect of any claim for misdelivery or wrongful release and/or delivery of the Goods. MERCHANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT SUCH PROCEDURES WILL OR MAY PROVIDE FOR THE DELIVERY OF GOODS TO ANY PERSON WHO PRESENTS SHIPMENT PARTICULARS TO THE TERMINAL. If this sub-clause 4.2 is held invalid or inapplicable in any court of competent jurisdiction, the terms of clause 4.1 shall apply, read with the deletion of the words in parentheses.
- 5.1 Should the Shipper require delivery at a place elsewhere than at the Place of Delivery or the Port of Discharge as shown on the face hereof and should written instruction accordingly be given by the Shipper to Carrier or its agents, Carrier may, at its discretion, deliver Goods at such other place.
- 5.2 Should the Consignee require delivery elsewhere than at the Place of Delivery or the Port of Discharge shown on the face hereof and should written instruction be given reasonably in advance by the Consignee to Carrier or its agent, Carrier may, at its discretion, without any notice to the Shipper deliver Goods at such other place, PROVIDED ALWAYS that the right of control has been transferred to the Consignee in accordance with CMI Uniform Rule 6(ii).
- 5.3 Should the Shipper retain the right of control and should delivery be required to be made to a party other than the named Consignee, written authorisation must be given by the Shipper to Carrier or its agents reasonably in advance of delivery, in accordance with

CMI Uniform Rule 6(i).

- 6.1 Unless instructed to the contrary by the Shipper prior to the commencement of Carriage and noted accordingly on the face hereof, Carrier will, subject to the terms and conditions hereof, process cargo claims with the Consignee. Claims settlement with the Consignee (if any) shall be a complete discharge of Carrier's liability to the Shipper.
- 6.2.1 The Shipper accepts the terms and conditions hereof on its own behalf and on behalf of the Consignee, the owner of Goods, any person defined as Merchant in Carrier's B/L and any other person claiming by or through it or them. The Shipper warrants that it has the authority of all such persons so to accept the terms and conditions hereof, or will procure the acceptance/ratification of the terms and conditions by all such persons.
- 6.2.2 With respect to Carriage to, from or through US Territories, and without prejudice to the preceding sub-clause, all persons included in the definition of "Merchant" contained in Carrier's B/L are on notice through tariff publication of this Waybill form that they are bound to and by all the terms and conditions of this Waybill form and Carrier's B/L.
- 6.3 The Shipper further undertakes that no claim or allegation in respect of Goods shall be made against Carrier by any person other than in accordance with the terms and conditions of this Waybill.
- 7.1 The terms of this Waybill are severable, and if any term, exception, condition or stipulation is or is held to be invalid, null, void or unenforceable, such holding shall not affect in any way the validity or enforceability of any other term etc hereof.
- 7.2. The contract evidenced by this Waybill shall be governed by Japanese law except as may be otherwise provided for herein, and any action brought hereunder and/or in respect of the Goods shall be brought before the Tokyo District Court in Japan, to whose jurisdiction the Shipper hereby irrevocably submits, on its own behalf and on behalf of all persons included in the definition of "Merchant" contained in Carrier's B/L.