

WB-610 WAYBILL

(FACE CLAUSE)

SHIPPED ON BOARD, the goods or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated herein to be transported subject to all the terms on the face and back herein and the applicable Bill of Lading and to ship's engagements not hereby disclosed with liberty to proceed via any port or ports within the voyage herein contracted for (see Clause 4 of the applicable Bill of Lading), to the port of discharge or so near thereunto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the charges thereon in like apparent good order and condition from ship's tackle or deck and, in case of bulk liquids, from ship's pipe line connections on the ship where Carrier's responsibility shall cease.

It is agreed that the custody and carriage of the goods are subject to the following terms which shall govern the relations, whatsoever they may be between the shipper, consignee, and the Carrier, master and ship in every contingency, wheresoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this Waybill shall be deemed to have been waived by the Carrier unless by express waiver in writing signed by a duly authorized agent of the Carrier:

(BACK CLAUSE)

1. Unless otherwise set out on the face and back hereof, the Goods to be carried subject to:

- (1) the terms and conditions provided for on the back of Carrier's applicable Bill of Lading (Form # KBL-410) and to the terms of Carrier's applicable tariff, both of which may be seen at the Carrier's offices or at those of his authorized agents. 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 accordingly.
- (2) the CMI Uniformed Rules for Sea Waybill(s) excluding Rule 4(iii).

In accepting this Waybill(s), the shipper and all other parties covered by the term "Merchant" as defined in the applicable Bill of Lading form agree to be bound by all the stipulations, exceptions, terms and conditions on the face and back of this Waybill and the applicable Bill of Lading, whether written, typed, stamped or printed, as fully as if signed by the shipper, any local custom or privilege to the contrary notwithstanding, and agree that all agreement or freight engagement for and in connection with the carriage of the Goods are superseded by this Waybill(s).

2. Unless otherwise specified on this Waybill(s), delivery of the Goods will be made only to the Consignee named on the face hereof, or his authorized agents, on production of proof of identify. In the absence of any other instruction, notice of arrival of the Goods will be sent to the Consignee or the appropriate notify party as per usual. The Carrier is not liable for non-receipt or delay in the despatch of such notice.

3. (1) Should the Shipper require delivery elsewhere than at the port of discharge as shown on the face hereof and should written instruction be given by the Shipper to the Carrier or his agents, the Carrier may, at his discretion, deliver the Goods at the place elsewhere than at the port of discharge as shown on the face hereof.
- (2) Should the Consignee require delivery elsewhere than at the port of discharge as shown on the face hereof and should written instruction be given by the Consignee to the Carrier or his agent after the right of control to the consignee has been transferred to the Consignee in accordance with the CMI Uniformed Rule 6(ii), the Carrier may, at his discretion, without any notice to the Shipper deliver the Goods at the place elsewhere than at the port of discharge as shown on the face hereof.
- (3) Should delivery be required to be made to a party other than that of the named as the Consignee, written authorization must be given by the Shipper to the Carriers or his agents.