

CONDITIONS OF CARRIAGE

1. Definitions

- a. Carrier is Universal Africa Lines B.V., registered at Rivium Boulevard 1, Capelle aan den IJssel, 2909LK, The Netherlands. CCI 24161749
- b. Merchant shall include the Shipper, Receiver, Consignee, Holder of this Waybill and the Owner of the cargo or any Person entitled to the possession of the Goods or of this Waybill and anyone acting on behalf of such person.
- c. Goods include vehicles, trailers, containers or other equipment carried together with their contents, if any, which hereinafter shall be collectively called the "Goods".

2. Applicable Law and Clause Paramount

The law of The Netherlands, in which the Hague-Visby Rules are incorporated, shall apply. Nevertheless if the law of any other country would be compulsorily applicable, the Hague-Visby Rules as laid down in the Treaty of Brussels of 25th August 1924 and amended in the Protocol of Brussels of 23rd February 1968 shall apply, save where the Hamburg Rules of the UN Convention of the Carriage of Goods by Sea of 1978 would apply compulsorily, in which case the Hamburg Rules shall apply. In case of carriage by sea from or to a port of the USA, this Waybill shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States approved 16th April 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or any increase of any of its responsibilities or liabilities under said Act. The provision stated in said Act shall, except as may be otherwise specifically provided herein, govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss of or damage to the Goods occurring while the Goods are not in the actual custody of the Carrier.

3. Jurisdiction

Any claim or dispute arising hereunder shall be subject to the exclusive jurisdiction of the District Court of Rotterdam at first instance and no other Court shall have jurisdiction.

4. Responsibility

a. Port to Port shipment

Where the carriage embodied in these conditions is a port to port shipment, then the Carrier shall not be liable for loss of or damage to the Goods during the period before loading into and after discharge from the vessel (or any other vessel as per clause 8), howsoever such loss or damage may arise. Loading and discharge take place when the Goods pass the vessel's rail or ramp. When the Goods are in the custody of the Carrier and/or his subcontractors before loading and after discharge, they are in such custody for the risk and account of the Merchant without any liability of the Carrier. When the place of origin or final destination of the Goods is other than the Port of Loading or Port of Discharge, the Carrier may take of the forwarding to the Port of Loading and/or from the Port of Discharge, but the Carrier shall perform this service only as forwarding agent for the Merchant without accepting any liability for loss, damage or delay.

b. Combined transport

Where the carriage embodied in these conditions is combined transport, then the liability of the Carrier shall be governed by the rules of law applicable to each part of the transport, in particular as follows:

- By sea and inland waterway: the Hague-Visby Rules or when applicable CMNI Convention of Budapest of 1st August 1975 or CLNI Convention of Strasbourg as adopted on 27th September 2012;
- By road: the CMR Convention of Geneva 19th May 1956 with the Protocol dated Geneva 5th July 1978;
- By rail: the CIM Convention of Bern dated 7th February 1970.

These rules will be set aside in case they are inconsistent with the conditions of carriage, unless the rules are mandatory law.

The Merchant is liable towards the Carrier for all damage and loss sustained by the Carrier and/or his subcontractors, which may be caused by the Merchants' Goods.

5. Loading, Discharging and Delivery

- a. Loading, discharging and delivery of the Goods shall be arranged by the Carrier or his agent unless otherwise agreed.
- b. All costs for storing and handling of the Goods before loading and after discharge shall be for the Merchant's account.
- c. Loading and discharging may commence without previous notice.
- d. The Merchant or his assigns shall tender the Goods when the vessel is ready to load as fast as the vessel can receive and – but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice with the Merchant being liable for the deadfreight to be paid.
- e. The Merchant or his assigns shall take delivery of the Goods and continue to receive the Goods as fast as the vessel can deliver and – but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be at liberty to discharge the Goods and any discharge shall be deemed a full fulfillment of the Waybill.
- f. The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the Goods as above.
- g. The Merchant shall accept his reasonable proportion of unidentified loose cargo.

6. Liability for Pre- and On- Carriage

When engaging to receive the Goods at a place other than the vessel's Port of Loading or deliver the Goods at a place other than the vessel's Port of Discharge, the Carrier acts as the Merchant's agent only and shall be entitled to arrange for the carriage on any terms. The Carrier shall not be liable for any loss or damage arising during any part of the transport other than that between Port of Loading and the Port of Discharge even though the freight for the whole transport has been collected by him.

7. Deck cargo

The Carrier shall be entitled to stow any Goods either on deck or below deck at his option. Goods, which are stated herein to be carried on deck, are carried without responsibility on part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and neither the Hague regime nor the US COGSA shall apply.

8. Methods and Routes of Transportation

- a. As the vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including maintenance of the vessel and crew, and the vessel may sail with or without pilots, undergo repairs, adjust equipment, dry dock, be towed or tow vessels in all situations.
- b. Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the Goods to their Port of Destination by the said or other vessel or vessels whether belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such Port of Discharge or Port of Delivery, and to trans ship, land and store the Goods either on shore afloat and reshipe and forward the same at the Carrier's expense but at Merchant's risk.

9. Exceptions

The Carrier shall not be liable for any damages and/or losses resulting from delay, howsoever and whenever caused. Furthermore, under no circumstances shall the Carrier be liable for direct or indirect or consequential loss or damage arising from any cause whatsoever, save as is otherwise provided herein, as well as any loss of profits.

10. Ship's power supply

Upon request by or on behalf of the Merchant, the Carrier shall use his best endeavours to connect any vehicle or trailer or container to the vessel's supply of power and to maintain such supply in accordance with such request, but the Carrier shall not be liable in any circumstances whatsoever for any failure to do so or for any breakdown of the supply howsoever caused and whether by negligence of the Carrier, including his servant, agents and independent contractors.

11. Delivery of Goods

- a. Goods shipped under this Waybill will be delivered to the party named as Consignee, on production of proof of identity without any documentary formalities. Should the Shipper require delivery of the Goods to a party other than the Consignee stated in this Waybill, and providing that the Shipper has not transferred his rights of control of the Goods to the Consignee, the Shipper shall provide the Carrier with written confirmation of the identity of the new party to whom delivery shall be made and on receipt of such written confirmation by the Carrier this Waybill shall be deemed amended with the effect that the name of the Consignee as set out on the face of this Waybill is deleted and replaced with the identity of the new party that the Shipper has advised in writing:
- b. A party will be deemed to be an authorized agent of the Consignee if:
 - i. the Shipper or Consignee confirms this in writing to the Carrier; or
 - ii. he produces a written letter or email of authorization from the Consignee; or
 - iii. he regularly acts as agent on behalf of the Consignee.

12. Freight

Freight, whether prepayable or payable at destination shall be due as fully earned upon shipment and non-returnable in any event even if the Goods are lost and/or damaged. The Carrier shall be entitled to demand payment of the freight before shipment. In case freight is not paid promptly, interest shall accrue from the date that payment is due and payable at a rate of 12% per year. The Shipper, Receiver, Consignee, Holder of the Waybill and the Owners of the Goods are jointly and severally responsible for payment of freight without any deduction whatsoever. Any dues, duties, taxes, charges or surcharges which under any denomination may be levied on any basis such as amount of freight and weight of the Goods shall be for the account of the Merchant. The Carrier is entitled in case of incorrect declaration of contents, weight, measurements or value of the Goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts or verifying the freight basis, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the Goods inspected and the weight, measurement or value verified, which, if found to be inconsistent with the Merchants' declaration shall be for the Merchants account.

13. Lien

The Carrier shall have a lien on the Goods for all freight, charges and/or other sums which are or may become due to the Carrier in respect of the Goods, as well as for all other monies which are or become due to the Carrier from the Merchant in respect of previous transports for account of the Merchant and the costs of recovering the same, and may enforce such a lien in any manner, including sale or disposal of the Goods.

14. Claims

Unless notice of loss or damage is given in writing to the Carrier or his agent at the Port of Discharge or at the Place of Delivery before or at the time of transfer of the Goods into the custody of the person entitled to delivery thereof under these conditions, such transfer shall be prima facie evidence of the delivery by the Carrier of the Goods in the same order and condition as received. If the loss or damage is not apparent, the notice must be given within three (3) days after such transfer. In any event the Carrier shall be discharged from all liability for any loss or damage with respect to the Goods, freight and charges and any other claims, unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

15. Both to Blame Collision Clause

The Both-To-Blame Collision Clause as approved by BIMCO shall be considered incorporated into this Waybill.

16. General Average

- a. General Average shall be adjusted at any port or place at the Carrier's option, and settled accordingly to the York-Antwerp Rules 1994, or any modification thereof, covering all Goods, whether carried on or under deck. The New Jason clause as approved by BIMCO shall be considered incorporated into this Waybill.
- b. Such security, including a cash deposit, as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be submitted to the Carrier prior to delivery of the Goods.

17. Hindrance

If for any reason whatsoever the Carrier is of the opinion that the vessel is prevented or hindered from entering or leaving any port including the Ports of Loading and Discharge or otherwise from proceeding with the voyage, or from loading or discharging or continuing to load or discharge any Goods, then in his sole discretion he may abandon the voyage or proceed to any other port including returning to the Port of Loading and may there discharge or take such other steps with regard to the Goods as he shall think fit. Such discharge or other steps shall be deemed to have been authorized by the Merchant and shall be at their risk and expense and the Carrier shall not be liable for any loss or damage whatsoever. Any port at which the Goods are discharged as aforesaid, may at the Carrier's option be deemed for all purposes to be the Port of Discharge hereunder in relation to such Goods and the transport shall be deemed to be terminated there.

18. Himalaya clause

It is hereby expressly agreed that no servant or agent of the Carrier or any other person for whom the Carrier may be responsible, shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part, while acting in the course of or in connection with this employment, and, without prejudice to the generality of these conditions of carriage, every stipulation, exception and condition herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, shall also be available to and shall extend to protect every such servant or agent of the Carrier acting as aforesaid, and for the purpose of all the foregoing provisions of this paragraph the Carrier is or shall be deemed acting on behalf of and for the benefit of all such persons who are or might be his servants or agents or for whom the Carrier otherwise may be responsible and all such persons shall to this extent be deemed to be parties to these conditions of carriage. The Merchant shall indemnify the Carrier against any claim by third parties against whom the Carrier cannot rely on these conditions in as far as the Carrier's liability would be accepted if said parties were bound by these conditions.

19. Description of the Goods

- a. In the absence of reservation by the Carrier, any statement in this Waybill as to the quantity, order and/or condition of the Goods shall, as between Carrier and the Shipper, be prima facie evidence of receipt of the Goods as so stated.
- b. The Shipper shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were received for carriage, of the description of the Goods, marks, numbers, quantity and weight, as furnished by him, and the Shipper shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way his responsibility and liability under this Waybill to any person other than the Shipper. The Shipper shall remain liable even if the Goods have been delivered.

20. Shipper packed containers

- a. This Waybill shall be a receipt only for such a container.
- b. The Carrier shall not be liable for loss or damage to the Goods caused by:
 - i. the manner in which the Goods in the container have been packed, stowed and secured; or
 - ii. the unsuitability of the Goods for carriage in containers; or
 - iii. the unsuitability or defective condition of the container, provided that where the container has been provided by or on behalf of the Carrier, this paragraph iii. shall only apply if the unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the container was packed.
- c. The Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the Goods and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including matters listed in above sub-clause b.
- d. The Merchant is responsible for the packing and sealing of all shipper packed containers and, if a shipper packed container has been delivered by the Carrier with any original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.
- e. The Merchant shall inspect containers before packing them and the use of containers shall be prima facie evidence of their being sound and suitable for use.
- f. The Carrier shall not be responsible for any latent defect in the containers, including reefer containers, provided to the Merchant unless it is clear that such defect could have been discovered by the exercise of due diligence.

21. Inspection of the Goods

The Carrier shall be entitled, but under no obligation, to open and/or scan any package or container at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the carriage thereof, and/or sell or dispose of the Goods and/or abandon the carriage whichever in his absolute discretion considers appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this Waybill. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

22. Return of containers

- a. Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.
- b. The Shipper shall be liable for any loss of, damage to, or delay including demurrage, of such articles, incurred during the period between handing over to the Shipper and return to the Carrier for carriage.
- c. The Shipper and Consignee shall be jointly and severally liable for the loss of, damage to, or delay, including demurrage, of such articles, incurred during the period between handing over to the Consignee and return to the Carrier.

23. Dangerous Goods

- a. The Merchant warrants the Goods as lawful merchandise at the Ports of Loading and Discharge and (if applicable) at Places of Receipt and Delivery. The Merchant will indemnify the Carrier against all costs, expenses, liabilities and any other consequences of the Goods not being lawful merchandise at the said ports and places or at any other ports or place where the Goods may be.
- b. The Merchant agrees to indemnify the Carrier against all liabilities, losses, expenses or damages, which the Carrier may incur if the Goods when received by the Carrier contain (whether or not the Merchant or any other person interested in or connected with the Goods is aware of such a fact) any person(s) who are refused entry or permission to land at the Port of Discharge or Place of Delivery or whose entry or landing there is unlawful for any reason whatsoever.
- c. No Goods which are or which may become of a dangerous, noxious, hazardous, flammable or damaging nature (including radioactive material) or which are or may become liable to damage any persons or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table, shall be tendered to the Carrier for carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier and obtaining his consent in writing and without distinctly marking the Goods and the container or other covering on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier the Goods are or are liable to become of dangerous, noxious, hazardous, flammable or damaging nature, they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to freight with all the costs and risks pertaining thereto to be for Merchants account.
- d. The Merchant agrees to indemnify the Carrier against all consequences and liabilities arising out of the shipment or acceptance of dangerous, noxious, hazardous, flammable Goods or substances forming part of the Goods, whether or not the nature thereof is known to the Carrier unless the Merchant proves that such consequences or liabilities are or were caused directly by the negligence of the Carrier, his servants or agents.
- e. Petrol, diesel oil or other fuel present in reasonable quantities in the fuel tanks of vehicles carried on board shall not be considered hereunder as dangerous or hazardous Goods for the purpose of this clause.