

TERMS & CONDITIONS OF WAYBILL

Front Side Terms & Conditions

Received in apparent good order and condition except as otherwise noted-weight, measure, marks, quality, contents, and value unknown-the total number of Container(s) or package(s) or units enumerated for carriage from the place of receipt to the place of delivery subject to the terms hereof. Delivery will be made to the Consignee named, or his authorized agents, on production of proof of identity at the place of delivery. The Carrier to exercise due care ensuring that delivery is made to the proper party. However, in case of incorrect delivery, no responsibility will be accepted unless due to fault or neglect on the part of the Carrier. Should the Consignee require delivery elsewhere than at the place of delivery as shown above, then written instruction must be given by the Consignee to the Carrier or his agent. Should delivery be required to be made to a party other than that named as Consignee authorization must be given in writing by the Shipper to the Carrier or his agent.

In witness whereof, the undersigned, on behalf of Hanjin Shipping Co., Ltd. As the Carrier, has signed the number of Waybill(s) stated above, the same tenor and date.*Applicable only when used for multimodal or through transportation. **Check "HM" column if hazardous material.

Reverse Side Terms & Conditions

Conditions of Carriage

(1) This Waybill, which is not a document of title to the Goods, is subject to the terms and conditions, liberties, and exceptions of the Carrier's standard bill of lading and tariff, copies of which may be obtained from the Carrier's office and those of his authorized agents, and to the provisions set out below.

(2) Paramount Clause

(a) This Waybill is not a bill of lading and no bill of lading will be issued. However, it is agreed that the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bill of Lading, dated Brussels the 25 th August 1924 as enacted in the country of shipment shall apply to this Waybill.

When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply in exactly the same way.

(b) Trades where Hague – Visby Rules apply

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23 rd 1968 – the Hague-Visby Rules-apply compulsorily, the provisions of the respective legislation shall also apply to this Waybill.

(c) The Carrier shall in no case be responsible for loss or damage to the Goods howsoever arising before receipt of the Goods by the Carrier at the place of receipt or after delivery by the Carrier at the place of delivery.

(d) It is agreed that whenever the Brussels Convention and the Brussels Protocol or statutes incorporating same use the words ‘Bill of Lading’ they shall be read and interpreted as meaning ‘Waybill’.

(3) The Consignee by presenting this Waybill and/or requesting delivery of the Goods further undertakes all liabilities of the Shipper hereunder such undertaking being additional and without prejudice to the Shipper’s own liability.

(4) Unless instructed to the contrary by the Shipper, the Carrier will, subject to the aforesaid terms and conditions, process cargo claims with the Consignee named in this Waybill. Such settlement, if any, shall be a complete discharge of the Carrier’s liability to the Shipper. The Shipper accepts the said standard conditions on his own behalf of the Consignee and the owner of the Goods and warrants that he has authority to do so.