



# Waybill Door to Door - Terms and Conditions

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1. **DEFINITIONS.**  
"Merchant" includes the shipper, the named receiver under this Waybill, the consignee, the consignee, the owner of the goods and any person entitled to the possession of the goods, and anyone acting on behalf of any such person(s). "Carrier" is North Sea Container Line AS. "Shipper" is the shipper identified as such on front page of this Waybill.
2. **CLAUSE PARAMOUNT.**
  - a) This Waybill is not a bill of lading and no bill of lading will be issued for this shipment.
  - b) The rules contained in the International Convention for the Unification of Certain Rules relating to bills of lading, signed in Brussels on 25 August 1924 (the "Hague Rules") as enacted in the country of shipment shall apply to this contract of carriage. 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 shipment to which no such enactments are compulsorily applicable, the terms of the said convention shall apply.
  - c) In trades where the Hague Rules as amended by the Protocol signed in Brussels on 23 February 1968 (the "Hague-Visby Rules") apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Waybill and this Waybill shall be deemed a contract of carriage pursuant to Article 1 b) of the Hague-Visby Rules, save that this Waybill shall in neither be deemed nor construed as document of title and/or a negotiable document. The Carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in charge of another carrier, and to deck cargo.
3. **JURISDICTION AND GOVERNING LAW.**  
Any claim or dispute arising under or in connection with this Waybill (whether in contract, tort or otherwise) shall be governed by Norwegian law, except as provided elsewhere in this Waybill, and any claim or dispute shall be referred to the District Court of Haugaland as the agreed jurisdiction.
4. **SCOPE OF WAYBILL.**  
This Waybill evidences the contract of carriage from the time the Carrier accepts complete custody and control of the goods at the place of receipt or the port of loading, as described on the face of this Waybill, and until the Carrier delivers custody or control of the goods at the port of discharge or the place of delivery, as described on the face of this Waybill. The terms and conditions of this Waybill shall apply to every part of the operations and services undertaken by the Carrier in respect of the goods covered by this Waybill and on all modes of transportation and storage. Without prejudice to the generality of the foregoing, the terms and conditions of this Waybill shall apply before the goods are loaded onboard any means of transportation, while the goods are onboard any means of transportation and after the goods has been discharged from any means of transportation.
5. **SHIPPER'S RESPONSIBILITY.**  
The Shipper shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of the description of the goods, marks, number, 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.  
  
If a container has been filled, packed or stowed by the Shipper, the Carrier shall not be liable for any loss of or damage to its contents and the Shipper shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:
  - a) negligent filling, packing or stowing of the container;
  - b) the contents being unsuitable for carriage in container; and/or
  - c) the unsuitability or defective condition of the container, unless the container has been supplied by the Carrier.
6. **PERIODE OF RESPONSIBILITY.**  
The Carrier shall not be liable for any loss or damage to or delay of the goods prior to the time the Carrier accepts complete custody and control of the goods at the place of receipt or the port of loading, as described on the face of this Waybill, or after the Carrier delivers custody or control of the goods at the port of discharge or the place of delivery, as described on the face of this Waybill.
7. **INDIRECT DAMAGE, DELAY AND MISDELIVERY, TIME BAR.**
  - a) The Carrier shall in no circumstances be responsible for indirect or consequential loss or damage caused through wrong delivery, delay or physical loss of or damage to the goods. The Carrier does not agree to deliver the goods at any certain time. Schedules or other predictions of estimated time of arrival do not constitute an agreement to deliver the goods at any particular time.
  - b) The Carrier is discharged from any liability whatsoever in respect of the goods unless legal proceedings in is brought against the Carrier in the agreed jurisdiction within one -1- year from the date the goods were delivered or should have been delivered. The Merchant undertakes that it will preserve the time limit within which any action may be commenced by the Merchant and/or the Carrier against any party who may be responsible for loss of, damage to, or delay of the goods. The Merchant agrees to hold harmless, indemnify and otherwise protect the Carrier against such loss or damage the Carrier may suffer due to the Merchant's failure to preserve such time limit.
8. **THE SCOPE OF VOYAGE.**  
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 including maintenance or repair of the vessel and/or illness, injury, training or replacement of any members of the crew.
9. **SUBSTITUTION AND SUB-CONTRACTING.**  
The Carrier shall be at liberty to carry the goods or any part thereof to the port of discharge and/or place of delivery by the said or any other vessel or vessels either belonging to the Carrier or others, or by other means of transport, and to sub-contract the whole or any part of the carriage and its duties in relation to the goods.
10. **TRANSSHIPMENT AND MULTIMODAL TRANSPORT**  
The Carrier shall be at liberty to transship the goods from vessel to vessel and/or from one mode of transportation to another mode of transportation and to lighter, land and/or store the goods either on shore or afloat and reship and forward the same to the port of discharge and/or the place of delivery. When the Carrier arranges or undertakes pre-carriage of the goods from a place other than the vessel's port of loading and/or on-carriage of the goods to a place other than the vessel's port of discharge, the pre- and/or on-carriage shall be subject to the terms and conditions of this Waybill, and the law governing this Waybill, save when compulsory applicable law decides otherwise or whenever applicable law allows the Carrier to limit its liability on terms more favorable than those applicable under the Hague or Hague-Visby Rules. If cargo is carried by road or rail, the Hague or Hague-Visby Rules shall apply to this contract of carriage, save when compulsory applicable law decides otherwise. In the event and to the extent, the Hague or Hague-Visby Rules are not applicable as per compulsory applicable law the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956; and the International Agreement on Railway Transports (CIM), dated February 25, 1961 shall apply to this contract of carriage, save when compulsory applicable law decides otherwise.
11. **OPTIONAL STOWAGE.**
  - a) Goods may be stowed by the Carrier as and when received.
  - b) Any containers, whether stowed by the Carrier or received by it in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.
12. **DECK CARGO.**  
Deck cargo shall be carried subject to all permissible exceptions under the Hague Rules, the Hague - Visby Rules and/or other rules as applicable under Clause 2 and 3. The Carrier shall not be liable for loss of, damage to or delay in delivery of the goods caused by the special risks involved in their carriage on deck.

Approved date : 05.02.2016	Approved by : Eivind Bergland	Document responsible : Commercial Manager
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13. **UNITS LIMITATION OF LIABILITY.**  
One container shall be considered one package or one unit. Neither the Carrier nor the vessel shall in any event be liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding 666.67 SDR per package or unit or 2 SDR per kg of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the Waybill. If a higher value than the limitation value is declared by the shipper, an extra freight will be charged. This declaration, if printed in the Waybill, shall be prima facie evidence, but shall not be conclusive on the Carrier.
14. **LIABILITY OF SERVANTS, AGENTS AND SUB- CONTRACTORS OF THE CARRIER.**  
It is hereby expressly agreed that no servant, agent or sub-contractor of the Carrier, shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under the contract of carriage evidenced by this Waybill for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his or their part while acting in the course of or in connection with his or their employment. The Merchant undertakes that no claim shall be made against any servant, agent or sub-contractor of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.
15. **HIMALAYA CLAUSE. DEFENCES AND LIMITS OF LIABILITY FOR THE CARRIER, SERVANTS, AGENTS AND SUB-CONTRACTORS OF THE CARRIER.**  
Without prejudice to the generality of the provisions of the foregoing clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled shall also be available and shall extend to protect every such servant, agent or sub-contractor of the Carrier acting as aforesaid. For the purpose of the foregoing provision of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants, agents or sub-contractors from time to time and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this Waybill. The terms "agent", "servant" and "sub-contractor" shall in this Waybill include independent agents, servants and sub-contractors and shall include agents, servants and sub-contractors employed both directly and indirectly by the Carrier and shall also include the agent, servant or sub-contractor's own sub-agents and sub-contractors. It is hereby expressly agreed that vessel owner (in case vessel not owned by Carrier), bareboat charterers (in case vessel not bareboat chartered by Carrier), technical and commercial managers, employment agencies, Master and crew that performs any of the Carrier's obligations under this Waybill shall be regarded as sub-contractors of the Carrier.
16. **GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.**  
a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.  
b) Should it appear that the performance of the transport would expose the vessel or any goods onboard to the risk of seizure, loss, damage or delay, resulting from war, war like operations, blockade, riots, civil commotions, piracy, acts of terrorism or any similar or related risks, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the goods at the port of loading or any other safe and convenient port.  
c) Should it appear that epidemics, quarantine, ice, labour troubles, labour obstructions, strikes, lock outs, any of which onboard or on shore, or difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the goods at the port of loading or any other safe and convenient port.
- d) The discharge under the provisions of this clause of any goods shall be deemed due fulfillment of the contract of carriage. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the goods.  
e) If, in the sole opinion of the Master and/or Carrier, any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract of carriage.
17. **LOADING, DISCHARGING AND STORING.**  
Loading, discharging and delivery of the goods shall be arranged by the Carrier's agent, unless otherwise agreed. Storing and delivery shall be for the Merchant's account. Loading and discharging may commence without previous notice. The Merchant or his assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive, 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 goods and the vessel may leave the port without further notice and dead freight is to be paid in addition to any damages payable by the Merchant. The Merchant or his assign shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver, also outside ordinary working hours.
18. **FREIGHT AND CHARGES.**  
a) Pre-payable freight, whether actually paid or not, shall be considered as fully earned upon loading whether the goods are lost, damaged and/or delayed or not and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 10 per cent shall run from the date when freight and charges are due. Freight and charges shall be due from the Merchant and the Merchant's principals.  
b) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose goods and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to expected causes and for all expenses caused by extra handling of the goods for the aforementioned reasons.  
c) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of goods or tonnage of the vessel shall be paid by the Merchant. If paid by the Carrier, any such charge shall be refunded by the Merchant.  
d) The Merchant shall be liable for all charges, fines and/or losses which the Carrier, vessel or goods may levy or incur through non-observance of customs and/or import or export regulations.  
e) The Carrier is entitled in case of incorrect declaration of content, weights, 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. Full freight shall be paid on damaged or unsound goods.  
f) Goods once shipped cannot be taken back except upon Carrier's consent and payment of full freight and any extra expenses.
19. **LIEN.**  
The Carrier shall have a lien on the goods and shipping documents for any amount due under this or any previous contract(s) between the Merchant and Carrier as well as cost of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims. The Carrier's lien shall continue notwithstanding delivery of the goods.
20. **GENERAL AVERAGE.**  
General Average shall be settled according to York-Antwerp Rules of 1994 or any statutory modifications hereof. The Merchant shall contribute and/or receive contributions in General Average for all goods shipped under this Waybill. The Merchant shall be personally liable in respect of contribution whether or not average bond or other security has been demanded.