

		Waybill - Terms and conditions	
		Document no : 16-003757	Rev. no : 1.0

1. This Waybill, which is not a document of title to the cargo, is subject to the terms and conditions, liberties and exceptions as set out below and to the Carrier's standard conditions of carriage which shall govern the transportation of the containers described on the front page of this Waybill.

2. **PARAMOUNT CLAUSE**

(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. **GENERAL AVERAGE** shall be adjusted in Oslo or at any other port or place at Carrier's option and shall be settled in accordance with the York-Antwerp rules 1974 as amended. Merchant's contribution to general average shall be paid to the Carrier even if such average is the result of a fault, neglect or error of the Master, pilot or crew.

4. **NEW JASON CLAUSE.** In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the carrier in general average to the payment of any sacrifice, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid in full as if the said salvaging vessel or vessels had been belonging to strangers.

5. **BOTH- TO BLAME COLLISION CLAUSE.** If the vessel comes into collision with another ship as a result of negligence of the other ship and of any act, neglect or default of the Master, mariner pilot, or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owner insofar as such loss or liability represent loss of, or damage to, or any claim whatsoever of the Merchant of the said goods, paid or payable by the other or non-carrying ship or her owner to the Merchant of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of this claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the owner, operator or those in charge of any ship or ships or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

Approved date : 05.02.2016	Approved by : Eivind Bergland	Document responsible : Commercial Manager
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