

CODE NAME: "GENWAYBILL"

Shipper

**NON-NEGOTIABLE
GENERAL SEA WAYBILL**

GSWB No.

Reference No.

Issued by The Baltic and International Maritime Council
(BIMCO), subject to the CMI Uniform Rules for Sea Waybills

Revised 1995

Consignee (not to order)

Notify party/address

Vessel

Port of loading

Port of discharge

Description of cargo

Marks and Nos.

Number and kind of packages

Gross weight (kg)

Measurement (cbm)

Particulars declared by the Shipper

(of which being responsible for loss or damage howsoever arising) on deck at Shipper's risk; the Carrier not

Issued pursuant to Voyage Charter Party
indicated hereunderCharter Party (Code name, place and
date of issue)

Freight payable in accordance therewith.

SHIPPED on board the cargo specified above, according to Shipper's declaration in apparent good order and condition - unless otherwise stated herein - weight, measure, marks, numbers, quality, contents and value unknown, for delivery at the port of discharge or so near thereto as the Vessel may safely get, always afloat.

The cargo shipped under this Waybill will be delivered to the Party named as Consignee or its authorised agent, on production of proof of identity without any documentary formalities. Should the Shipper require delivery of the cargo to a party other than the Consignee stated in this Waybill, then written instructions must be given to the Carrier or his agent. The Shipper shall, however, be entitled to transfer right of control of the cargo to the Consignee, the exercise of such option to be noted on this Waybill and to be made no later than the receipt of the cargo by the Carrier. The Carrier shall exercise due care ensuring that delivery is made to the proper party. However, in case of incorrect delivery, the Carrier will accept no responsibility unless due to fault or neglect on his part.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF.

Freight payable at

Place and date of issue

Signed for

..... as Carrier

by

As agent(s) only to the Carrier

Conditions of Carriage.

(1) All the terms conditions, liberties, clauses and exceptions of the Voyage Charter Party, as dated overleaf, including the Law and Arbitration Clause, shall be deemed to be incorporated in this Waybill and shall govern the transportation of the cargo described on the front page of this Waybill. In addition, the provisions set out below shall apply to this Waybill.

(2) Paramount Clause

(a) This Waybill is a non-negotiable document. It 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 Bills of Lading, dated Brussels the 25th 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.

(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 23rd 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 of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel or while the goods are in the charge of another Carrier nor in respect of deck cargo and live animals.

(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) General Average

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994 or any modification thereof at the place agreed in the Voyage Charter Party, as dated overleaf, otherwise in London.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew.

If the adjustment of General Average or the liability for any collision in which the Vessel is involved while performing the carriage under the terms of the Voyage Charter Party, as dated overleaf, which govern the transportation of the cargo described on the front page of this Waybill, fails to be determined in accordance with the law and practice of the United States of America, the following clauses shall apply:

New Jason Clause

In the event of accident, danger, damage or disaster before or after the 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 cargo, shippers, consignees or owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, 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 salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agent, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Carrier before delivery.

Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and 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 owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or the Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc., see overleaf.