

NON NEGOTIABLE WAYBILL FOR COMBINED TRANSPORT SHIPMENT OR PORT TO PORT SHIPMENT



EuroAfrica Shipping Lines Cyprus Limited
3105 Limassol, 229 Arch. Makariou III Avenue, Cyprus

Waybill No.

Shippers Ref.

Correspondence address:
70-952 Szczecin, ul.Energetyków 3/4, Poland
Tel. +48 91 81 43 255/256, fax +48 91 81 43 315,
e-mail: info@euroafrica.com.pl, www.euroafrica.com.pl

The contract evidenced by this Waybill is subject to the Carrier's Tariff and Standard Bill of Lading terms and conditions, applicable to the voyage covered by this Waybill and operative on the date of issue, copies of which are available from the Carrier or his agents, incorporated in which is the following LAW AND JURISDICTION CLAUSE.

Law and Jurisdiction

- (1) Unless Clause 25 or 27 applies, any claim against the Carrier under this Bill of Lading shall be determined according to English law in the High Court of Justice in London.
- (2) The Carrier shall be entitled to pursue any claim against the Merchant in London according to English Law or in any jurisdiction in which the Merchant has assets but then in accordance with the local law of that jurisdiction.
- (3) Nothing herein shall prevent the parties to any claim or dispute under the Bill of Lading from agreeing to submit the claim or dispute to arbitration by mutually acceptable arbitrator(s) on mutually acceptable terms at a mutually acceptable venue.

The contract evidenced by this Waybill, which is not a document of title to the goods, is deemed to be a contract of carriage as defined in Article 1 (b) of the Hague Rules and Hague Visby Rules, and every reference in the carrier's Bill of Lading terms & conditions and tariff to the words "Bill of Lading" shall be read and construed as a reference to the words "Non Negotiable Waybill".

Except for live animals, and Goods which are stated herein to be carried on deck, and so carried, these terms and conditions are warranted, in respect of the sea portion of the Carriage, to apply the Hague Rules or the Hague Visby Rules, whichever would have been applicable if the Carrier had issued a Bill of Lading instead of the Waybill. In either case the provisions of Article III Rule 4 of the Hague Visby Rules are deemed to be incorporated herein.

Unless instructed to the contrary by the Shipper prior to the commencement of Carriage and noted accordingly on the face hereof, the Carrier will, subject to the aforesaid terms and conditions, process cargo claims with the Consignee. Claims settlement, if any, shall be a complete discharge of the Carrier's liability to the Shipper. The Shipper accepts the said standard terms and conditions on his own behalf, on behalf of the Consignee and the Owner of the Goods, and authorises the Consignee to bring suit against the Carrier in his own name but as agent of the Shipper, and warrants that he has authority so to accept and authorise. The Shipper further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any person other than in accordance with the terms and conditions of this Waybill. Without prejudice to the foregoing, the Carrier may process and settle claims from any party entitled to bring such claims and any such settlement or payment shall be a complete discharge of the Carrier's liability to the Shipper.

SHIPPER

CONSIGNEE

NOTIFY PARTY AND ADDRESS
(It is agreed that no responsibility shall attach to the Carrier or his agent for failure to notify the Consignee of the arrival of the goods [see clause 20 of the Bill of Lading.]

Pre-Carriage by	Place of receipt by Carrier *
-----------------	-------------------------------

Vessel	Port of Loading
--------	-----------------

Port of Discharge	Place of Delivery by Carrier *
-------------------	--------------------------------

MARKS AND Nos. CONTAINER Nos.	NUMBER AND KIND OF PACKAGES: DESCRIPTION OF GOODS	GROSS WEIGHT Kg	MEASUREMENT M ³
<p style="font-size: 48px; opacity: 0.2; transform: rotate(-10deg);">WAYBILL</p>			
<p>ABOVE PARTICULARS AS DECLARED BY SHIPPER BUT WITHOUT RESPONSIBILITY OF OR REPRESENTATION BY CARRIER</p>			

* Total No. of Containers/Packages received by the Carrier	<p>Received by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Total No. of Containers/Packages received by the Carrier" for Carriage from the Place of Receipt or Port of Loading to the Place of Delivery or Port of Discharge whichever is applicable, subject to the terms hereof.</p> <p>Delivery will be made to the Consignee named, or his authorised agent, on production of proof of identity without any documentary formalities at the Port of Discharge or the Place of Delivery, whichever is applicable. Should the Consignee require delivery to a party and/or premises other than as shown in the "Consignee" box, then written instructions must be given by the Consignee to the Carrier or his agent. Unless the Shipper expressly waives his right to control the Goods until delivery by means of a clause on the face hereof, such instructions from the Consignee will be subject to any instruction to the contrary by the Shipper.</p> <p>The Carrier will exercise due care to ensure that delivery is made to the proper party but in case of incorrect delivery, no responsibility will be accepted unless due to personal fault or neglect of the carrier.</p> <p>The shipper agrees to indemnify the Carrier for any liability incurred by the Carrier to any party in Connection with the goods in excess of the Carriers liability under the Standard Bill of Lading Terms and Conditions.</p>
Movement	
Freight and Charges (indicate whether prepaid or collect)	
Origin Inland Haulage Charge	
Origin Terminal Handling/LCL Service Charge	
Ocean Freight	
Destination Terminal Handling/LCL Service Charge	
Destination Inland Haulage Charge	

This Waybill is issued subject to the CMI Uniform Rules for Sea Waybills

WAYBILL

PLACE AND DATE OF ISSUE

**IN WITNESS whereof this Waybill is signed.
FOR Euroafrica Shipping Lines Cyprus Limited as Carrier:**