SHIPPER

DRAFT
WAYBILL
NON NEGOTIABLE

VOYAGE NUMBER
LGA
WAYBILL NUMBER

CONSIGNEE

EXPORT REFERENCES

SDEHMGES1527946

NOTIFY PARTY, Carrier not to be responsible for failure to notify

CARRIER: CMA CGM - Société Anonyme au capital de 175 000 000 euros
Head Office: 4, quai d'Arenc - 13002 Marseille - France
Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95
B 562 024 422 R.C.S. Marseille

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL WAYBILLS
			ZERO (0)
OCEAN VESSEL	**PORT OF LOADING**	**PORT OF DISCHARGE**	**FINAL PLACE OF DELIVERY***
E.R. VISBY		ST PETERSBURG	

MARKS AND NOS CONTAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
			KGS	KGS	CBM
XXXX1234567 **SEAL**	1 x 20ST	XXX **PKGS** DESCRIPTION OF GOODS	8100.000	2230	25.000
		TOT PKGS XXX **CN**			
		FREIGHT COLLECT			
		GENERAL CMA CGM TERMS AND CONDITIONS TO BE FOUND UNDER WWW.CMA-CGM.COM			
		Shipped on Board E.R. VISBY XX-XXX-2015 **CMA CGM (Deutschland) GmbH MUC As agents for the Carrier**			
Weight in Kgs Total: 1 CONTAINER(S)		Sheet 1 of 1	8100.000	2230	25.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

ADDITIONAL CLAUSES

4. Cargo at port is at receiver risk, expenses and responsibility

5. FCL

77. THC at destination payable by consignees as per line/port tariff

136. The Line is not responsible for any damage or loss to the cargo or extra costs resulting from Customs inspections/sampling and/or Government regulations. Shipper, Consignee and holder of this bill of lading will each be fully responsible for any costs, fines or penalties incurred as a result of such inspections/sampling and/or Customs actions and/or Government regulations.

194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.

202. Demurrage and detention payable by the Merchant as per CMA CGM tariff available on the web site www.cma-cgm.com, or in any of CMA CGM agency

216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.

225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel.

274. The Merchant is responsible for returning any empty container, with interior clean at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.

314. The Merchant represents and warrants that (i) they are fully allowed to conduct business

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 above by the Merchant for carriage, subject to all the terms hereof (including the terms on page one) and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery, whichever applicable. This Waybill is deemed to be a contract of carriage as defined in Article I (b) of the Hague Rules and Hague Visby Rules although this is not a document of title to the Goods.
DELIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper instructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if this agreement has been made between them and the Shipper guarantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants that he has authority to do so.
All claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill shall exclusively be brought before the Tribunal de Commerce de Marseille and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place where the defendant has his registered office.
This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.
(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

PLACE AND DATE OF ISSUE	HAMBURG	2015	SIGNED FOR THE CARRIER CMA CGM S.A. BY as agents for the carrier CMA CGM S. A.
SIGNED FOR THE SHIPPER			

*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING