**Standard Terms and Conditions of Sea Waybill**

**1. Application and Definitions**

1.1 Application

These Standard Terms & Conditions (hereafter "Terms & Conditions") shall apply to every contract of carriage as defined in these Terms & Conditions, concluded as per Sea Waybill issued by the Carrier and not covered by a Bill of Lading or similar document of title.

1.2 Definitions

The following defined terms, in either the singular or plural, appear with a capital letter in these Standard Terms & Conditions.

Articles of Transport-Includes but is not limited to any single article of transport vehicle, container, trailer, semi-trailer, van, train wagon, transportable tank, pallet, crates, boxes, yacht, (sailing) boat, floating object, barge or any other article of transport or similar article to consolidate Cargo and any equipment thereof or connected thereto.

Cargo-means the whole or any part of the Cargo received from or through the Merchant and includes but is not limited to any equipment and/or Article of Transport (including its contents).

Cargo value (Pure value)-the value of cargo as stated in invoices or other cargo documents or, in case their absence – market value of cargo analogues in relevant time period.

Carriage-The whole or any part of the operations and services undertaken by the Carrier in respect of the Cargo covered by these standard terms and conditions.

Carrier-Means the company or entity designated as carrier on the reverse page.

Charges-Includes freight and all expenses and monetary obligations, including but not limited to duties, taxes and dues, fines incurred by the Carrier and payable by the Merchant

Container means any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Cargo and any connected or accessory equipment.

Contract of Carriage-means the contract concluded between Carrier and Merchant on the ground of issued Sea Waybill for carriage of Cargo stated in Sea Waybill including these standard terms and conditions.

Combined demurrage/detention (in country of destination)-time of container usage by the Merchant from the moment of discharging from the Vessel till the moment of empty container return according to Carrier's instruction to place instructed by the Carrier, including day of discharging from the vessel and including day of return of empty container.

Combined demurrage/detention (in country of departure)-time of container usage by the Merchant from the moment of empty container distribution to the Merchant till the moment of loading container onto the Vessel including the day of container distribution and day of loading onto the Vessel.

Costs-Includes any and all costs, expenses and charges oncurred, including reasonable attorney fees.

Demurrage-time for container usage by the Merchant during loaded container being in port after discharge from the vessel, including day of discharging and day of departing from the port.

Detention-time for container usage by the Merchant after loaded container departure from port till the moment of its empty return according to Carrier's instruction, excluding day of departure from the port but including day of return.

Freight-Includes all charges payable to the Carrier in accordance with the applicable offer and contract of carriage.

Merchant-Includes the charterer, shipper, receiver, consignor, consignee, the holder of the sea waybill, the owner of the Cargo, any person who has booked the Contract and any person entitled to disposal of the Cargo.

Subcontractor- includes, but is not limited to the owners, charterers, and operators of the Vessel(s) other than the Carrier, as well as stevedores, terminals and groupage operators, road and rail transport operators, warehousemen and any independent contractors employed by the Carrier performing the carriage, and any direct or indirect Subcontractors, servants, and agents thereof, whether in direct contractual privity or not.

Vessel-Means the vessel designated on the front page hereof or a substitute vessel.

1.3 Authority

The Merchant warrants that in agreeing to the Contract of Carriage hereof he or she is, or has the authority to contract on behalf of the person/company owning or entitled to disposal of the Cargo and Sea Waybill.

The shipper shall be the only party entitled to give Carrier instructions in relation to the Contract of Carriage. Shipper shall be entitled to change the name of the consignee at any time up to the consignee claiming delivery of the Cargo after their arrival at destination, provided it gives Carrier unambiguous notice in writing, or by some other means acceptable to Carrier, and thereby undertaking to indemnify Carrier against any additional expense caused thereby.

1.4. Carrier's Tariff

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Sea Waybill. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff.

**2. Vessel and schedule**

2.1 Vessel

Performing Vessel as mentioned in clause "Vessel" of the Sea Waybill.

2.2 Substitute

At any time the Carrier shall be entitled to substitute the Vessel with another Vessel without prior approval of the Merchant.

2.3 Itinerary

Vessel's itinerary as stated, schedule and any indication to the transittime is given as reference only, itinerary in or out of geographical order in option of the Carrier. Carrier is not bound by any given maximum transittime and has the liberty to order the vessel to 'slow steam' during its voyage. Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. The Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay. The vessel has the liberty to sail without pilots, to tow and/or assist vessels in distress, to deviate for the purpose of saving life, to replenish bunkers for the purpose of safety of the cargo, crew, vessel and for any other reasonable purpose.

2.4 Canal passage

If this Contract is based on a unhindered passage through a commercially operated canal such as but not limited to the Panama Canal / Suez Canal as the case may be, if at any time before or during the voyage to the Panama Canal / Suez Canal, it is or is likely that the canal will be closed for commercial traffic, the Carrier has the liberty to carry the Cargo though an alternative route and charge reasonable additional freight.

**3. Transshipment**

The Carrier shall be at the liberty to tranship, lighter, land and store the Cargo either on shore or afloat and reship and forward the same to the port of discharge, unless otherwise and specifically agreed.

**4. Subcontractors**

4.1. The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including liberty to further sub-contract.

4.2. The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any Vessel owned or chartered by any of them any liability whatsoever in connection with the Cargo or the carriage of the Cargo whether or not arising out of negligence on the part of such Person. If any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof.

**5. Notices**

All notices given by either party or their Agents to the other party or their agents in accordance with the provisions of this Sea Waybill shall be in writing. "In writing" shall mean any method of legible communication such as, but not limited to, cable, fax, e-mail, registered or recorded mail or by personal service.

**6. Description of Cargo**

6.1 This Sea Waybill shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the description box on the reverse hereof.

6.2. No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, temperature, marks, numbers or value of the Cargo and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

6.3. The Merchant warrants to the Carrier that the particulars relating to the Cargo as set out on the reverse hereof have been checked by or on behalf of the Merchant on receipt of this Sea Waybill and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant warrants that the Cargo is safely and securely packed in the Container in accordance with all relevant regulations and provisions for sea cargo carriage (including the international one) and also, in case of railroad transportation in Russian Federation, in accordance with present regulations, rules and technical conditions for railroad cargo carriage in Russian Federation.

6.4. If by order of the authorities (including the customs) at any place, Cargo is detained and/or seized and/or a Container has to be opened for the Cargo to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, patent or other intellectual property right or for inspection in respect of dual-use goods, military cargoes, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, re-packing, detention, destruction or delay, including re-export and other necessary actions in respect of Cargo. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses, and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage, and storage charges for the Cargo and/or the Container.

**7. Carrier's liability**

7.1. The period of responsibility of the Carrier for any loss of or damage to the Cargo shall commence only at the moment that the Cargo is loaded on board the Vessel and shall end when the Cargo has been discharged from the Vessel.

7.2. Carrier's liability shall be subject to the Hague Rules (see cl. 25.1) unless the governing law makes the Hague or the Hague-Visby Rules compulsorily applicable in which case the said Hague or Hague-Visby Rules will apply to this Sea Waybill only to the extent that they are compulsorily applicable, but in any case Russian Federation laws shall apply.

7.3. Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including for misdelivery, then Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea.

7.4. Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Cargo, such compensation shall be calculated by reference to the invoice value of the Cargo, plus Freight and insurance if paid. If there is no invoice value of the Cargo or if any such invoice is not bona fide, such compensation shall be calculated by reference to the market value of such Cargo at the place and time they are delivered or should have been delivered to the Merchant. The market value of the Cargo shall be fixed according to the current market price, by reference to the normal value of Cargo of the same kind and/or quality. Save as otherwise provided herein, Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of business or profits. The Carrier applies limits of liability as stated by Hague-Visby Rules or statutory law. Neither Rotterdam nor Hamburg rules are applied to this carriage.

7.5. The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Cargo. Higher compensation than that provided for in this Sea Waybill may be claimed only when, with the written confirmation of the Carrier, the value of the Cargo declared by the Merchant before shipment, agreed by the Carrier, included into this Sea Waybill and ad valorem charges as per Carrier's Tariff was paid.

7.6. Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption, or limitation of liability authorised by any applicable laws, statutes, or regulations of any country or which would have been applicable in the absence of any of the terms set out in this Sea Waybill. The Carrier shall have the benefit of the said laws, statutes, or regulations as if it were the owner of the Vessel.

7.7. When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release, and indemnity immediately when requested by the Carrier.

7.8. The defenses and limits of liability provided herein shall apply in any action against the Carrier for any loss of or damage to the Cargo or delay in delivery whether the action be founded in contract, in tort or otherwise.

**8. Carriage affected by Cargo condition**

If it appears at any time that, due to their condition, the Cargo cannot safely or properly be carried further or without incurring additional expense or taking any measure(s) in relation to the Container or the Cargo, Carrier may, without notice to Merchant, take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or sell or dispose of the Cargo, and/or abandon the Carriage and/or store them ashore or afloat, under cover or in the open, at any place, whichever Carrier, in its absolute discretion, considers most appropriate, which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Sea Waybill and Merchant shall indemnify Carrier against any additional expense so incurred and also pays the Freight for the carriage. The Carrier under this clause is free not to commence any particular action and is not liable for any loss, delay or damage connected to such action or inaction.

**9. Cargo claims and Notification of Loss**

9.1 Notification of Loss

Unless notice of loss or damage be given in writing to Carrier at the port of discharge or at the place of delivery, or, if the loss or damage is not apparent, within three (3) days, such removal shall be prima facie evidence of the delivery by Carrier as described in this Sea Waybill unless otherwise stated in the Sea Waybill.

9.2 Time bar

The Carrier, its servants, Agents and the Vessel shall in any case be discharged from all liabilities whatsoever under this Sea Waybill unless suit is brought within one (1) year after the delivery of the Cargo or at the date when the Cargo should have been delivered. In case of total loss of the Cargo the period shall begin to run 30 (thirty) days after the Cargo should have been delivered.

**10. Merchant's Responsibility**

10.1 The Merchant warrants to the Carrier that the particulars relating to the Cargo as set out on the reverse side of this Sea Waybill hereof have been checked by or on behalf of the Merchant on receipt of this Sea Waybill and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct.

10.2 The Merchant shall indemnify the Carrier against any loss, damage and expense arising out of or resulting from inaccuracy, inadequacy and/or insufficiency of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Sea Waybill to any person other than the Merchant.

10.3 If Containers supplied by or on behalf of Carrier are unpacked at Merchant's premises, Merchant is responsible for returning the empty Containers (free of any dangerous Cargo placards, labels or markings), with interiors brushed and clean, to the point or place designated by Carrier, its Servants or Agents, within the time prescribed. Should a Container not be returned within the time prescribed in the tariff, Merchant shall be liable for any detention, loss or expenses which may arise from such non-return.

**11. Delivery and Notification**

11.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Cargo is solely for information of the Carrier. Failure to give such notification shall not subject the Carrier to any liability nor relieve the Merchant of any obligation hereunder.

11.2 The Merchant shall take delivery of the Cargo within the time provided for in the Carrier's applicable Tariff or as otherwise agreed. If the Merchant fails to do so, the Carrier may without notice unpack the Cargo if packed in Containers and/or store the Cargo ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Cargo, including for misdelivery or non-delivery, shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

11.3 If Merchant fails to take delivery of the Cargo within thirty days of delivery becoming due under Clause 11.2, or if in the opinion of Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, Carrier may, without prejudice to any other rights which it may have against Merchant, without notice sell, destroy or dispose of the Cargo and apply any proceeds of sale in reduction of the sums due to Carrier from Merchant.

11.4. Without prejudice to an earlier termination by virtue of law or any other clause of this Sea Waybill the responsibility of Carrier shall cease and the Cargo shall be considered to be delivered at their own risk and expense in every respect when taken into the custody of customs or other authorities.

**12. Merchant packed Containers**

12.1 If a Container has not been packed by or on behalf of the Carrier, the Carrier shall not be liable for loss or damage to its contents, and Merchant indemnifies the Carrier against any loss, damage, obligation or expense, incurred by the Carrier, if such loss, obligation or expense is due to:

(a) the manner in which the Cargo has been packed, stowed, stuffed or secured in the Container, or

(b) the unsuitability of the Cargo for carriage in the Container, or

(c) the unsuitability or defective condition of the Container which is not connected to due diligence of Carrier, or

(d) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was filled, packed, stuffed or loaded,

(e) identification of drugs, unlawful merchandise in Containers, packed by Merchant or inside Cargo, provided by Merchant,

and releases the Carrier from liability hereunder. Any reference in this Sea Waybill to "Shipped on board" and "Clean on board" is for Containers only and not its contents.

12.2 The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant- packed Container is delivered by the Carrier with an seal under which the Cargo was accepted for the carriage by the Carrier, as affixed by the Merchant or customs or security control intact, or the Carrier can establish bona fide circumstances in which the original seal was replaced, the Carrier shall not be liable for any shortage of Cargo ascertained upon delivery.

**13. Containers**

13.1 The Carrier allows a period of free time for the use of the Containers and other equipment (demurrage/detention) in accordance with the Tariff and as advised by the local agent at the Ports of Loading and Discharge. Free time commences from the day the Container and other equipment is collected by the Merchant or is discharged from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurrage, per diem and detention charges will be levied and payable by the Merchant thereafter in accordance with the Tariff.

13.2 The Merchant shall redeliver, to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, dunnage, or other debris inside. The Merchant shall be liable to indemnify the Carrier for any and all costs incurred reinstating or replacing Containers and other equipment not returned in the condition as specified above, including the reasonable legal expenses and costs of recovering the costs incurred and interest thereon.

13.3 The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this waybill . The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

**14. Stowage and Deck Cargo**

14.1 Cargo may be loaded by Carrier to Containers and consolidate with other cargoes in Containers.

14.2 Cargo loaded to Containers or not may be carried on deck or under deck without notification of the Merchant. Any such Cargo carried on deck or under it shall participate in general average.

**15 Lawful Cargo**

The Merchant warrants that at the date of this Sea Waybill and throughout the duration of the Carriage the Merchant and booked Cargo will not be subject to any sanction, prohibition or restriction under United Nation resolutions, trade or economic sanctions, laws or regulations of the Russian Federation, other countries where the route of Cargo carriage lies. The Merchant warrants that the booked cargo is harmless, lawful and that there are no arms, can't be treated as dual-use goods, contraband, stowaways or any illegal drugs, cigarettes, alcohol or other unlawful merchandise stowed in and/or around the Cargo. The Merchant shall indemnify and hold harmless the Carrier and its servants for any and all costs, liabilities, fines, penalties and losses the Carrier may suffer as a result of the Merchant breaching this warranty hereunder irrespective of whether the Merchant acted in good faith or not.

**16. Dangerous cargo**

16.1 Compliance to IMDG Code

If a Cargo listed in the IMO International Maritime Dangerous Cargo (IMDG) Code (www.imo.org) is agreed to be carried, the Merchant shall provide a dangerous Cargo transport document and, where applicable, a container/ vehicle packing certificate in accordance with the IMDG Code requirements. The dangerous Cargo transport document shall include a certificate or declaration that the Cargo is fully and accurately described by the Proper Shipping Name, are classified, packaged, marked and labelled/placarded correctly and national government regulations.

16.2 Failure to comply with IMDG Code

The Carrier and/or Master shall be entitled to refuse cargoes or, if already loaded, to unload them at the Merchant's risk and expense if the Merchant fail to fulfil their IMDG Code obligations as applicable.

**17. Non-standard (oversized) cargo and live stock**

Non-standard (oversized) cargo and cargo that and/or is stowed on or in open top containers, flat racks or platforms, and which are stated on the reverse hereof to be carried on deck, and all livestock whether carried on deck or under deck, are carried without any responsibility whatsoever on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules shall not apply.

**18. Matters affecting performance**

If at any time the Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of any kind including but not limited to labour disruption such as strike and lock-out, war, civil commotion, political unrest, piracy, act of terrorism and threat thereof and howsoever arising (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or when the Cargo was received for the Carriage), then Carrier (whether or not the Carriage is commenced) may, at its sole discretion and without prior notice to Merchant, either:

(1) carry the Cargo to the contracted port of discharge or place of delivery, whichever is applicable, by an alternative route to that indicated on page 2 of this Sea Waybill or that which is usual for Cargo consigned to that port of discharge or place of delivery and shall be entitled to charge such additional Freight; or

(2) suspend the Carriage of the Cargo and store them ashore or afloat and endeavor to forward them as soon as reasonably possible and shall be entitled to charge such storage costs and additional Freight; or

(3) abandon the Carriage of the Cargo and place them at Merchant's disposal at any place or port which Carrier may deem safe and convenient, whereupon the responsibility of Carrier in respect of such Cargo shall cease. Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port.

**19. Special container**

19.1 The Carrier shall not undertake to carry the Cargo in refrigerated, heated, insulated, ventilated or any other special Container(s) nor to carry special Container(s) packed by or on behalf of the Merchant, as such; but the Carrier will treat such Cargo or Container(s) only as ordinary Cargo or dry Container(s) respectively, unless special arrangements for the carriage of such Cargo or Container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the reverse side of this waybill and all special freight, as required, has been paid. The Carrier shall not accept responsibility for the function of special Container(s) supplied by or on behalf of the Merchant.

19.2 As regards the Cargo which have been agreed to be carried in special Container(s), the Carrier or its Sub-contractors shall not be responsible for control and care of the refrigeration units of such Container(s) when the Containers are not in the actual possession of the Carrier. The Carrier does not warrant the refrigerating machinery and the Carrier shall not be liable for any loss of or damage to the Cargo caused by latent defect in the refrigeration equipment.

19.3 If the Cargo has been packed into refrigerated Container(s) by the Carrier and the particular temperature range requested by the Merchant is inserted in this Sea Waybill, the Carrier will set the thermostatic controls within the requested temperature range, and will exercise due diligence to maintain such temperature plus or minus three (3) degrees C.

19.4 If the cargo received by the Carrier is refrigerated Container(s) into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for a loss of or damage to the Cargo arising out of or resulting from the Merchant's failure in such obligation.

**20. Rust, moisture**

It is agreed that superficial rust, oxidation or condensation inside the Container or any like condition due to moisture is not the responsibility of the Carrier. If the Merchant requires special arrangements or care for the carriage of such Cargo, he must request same in writing to the Carrier and said arrangements must be noted on the reverse of this Sea Waybill and all special freight, as required, must be paid by the Merchant.

**21. Freight and payment**

21.1 Freight shall be deemed fully earned on receipt of the Cargo by Carrier and shall be paid and non-returnable in any event.

21.2 Freight has been calculated and shall be paid on the basis of particulars furnished by or on behalf of the shipper. If the particulars furnished by or on behalf of the shipper are incorrect, liquidated damages shall be paid to Carrier, in accordance with the applicable Tariff.

21.3 All Freight shall be paid without any set-off or counterclaim unless the claim is not confirmed by final court decision.

21.4 If Merchant fails to pay the Freight when due, it shall be liable for all costs, liquidated damages in accordance with the applicable Tariff and in particular interest which accrues until payment.

21.5 If any amount due under this Contract are not paid when due, then interest at the rate of 0.1% per day shall be paid on all such amounts until full payment is received. In case interest rate is equal or less than key rate of Central Bank of Russia in any period of delay, the key rate of Central Bank of Russia may be applied to such period upon Carrier's discretion.

21.6 It is imperative that the payment instructions as per the Carrier's invoice are strictly followed. Any consequences arising out of not complying with this requirement are for responsibility of the Merchant.

**22. Lien**

The Carrier may retain (and has a lien right) for Cargo and any documents in respect of Cargo for claims for losses and any other sums due to the Carrier under this Sea Waybill, including claims for expenses and reimbursements for them, including legal expenses. The Carrier shall have the right to sell any Cargo liened by public auction or private treaty, without notice to the Merchant. Nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount realised by such sale. The Carrier shall also have a lien against the Merchant on the Cargo and any document relating thereto for all sums due from the Merchant to the Carrier under any other contract.

**23. War risks expenses**

The Carrier may at any time and without prior notice to the Merchant impose surcharges to cover all extra expenses (including but not limited to extra insurance premiums and costs of diversion) incurred by the Carrier as a result of the outbreak of war, hostilities, war-like operations, civil war, civil commotion, blockade, piracy or revolution regardless of whether the Vessel sailed or not sailed or is underway at the time the expenses are incurred.

**24. Law, jurisdiction, dispute resolution**

24.1 This Sea Waybill is governed and construed in accordance with Russian law.

24.2 Any dispute, controversy, difference or claim arising out of or in direct or indirect connection with this contract, including any questions regarding its conclusion, existence, interpretation, termination or validity, shall be referred to and finally resolved by arbitration administered by the Arbitration Centre at the Russian Union of Industrialists and Entrepreneurs (RSPP) in accordance with its rules in force on the date of commencement of arbitration. Arbitrators are chosen from the list of Transport panel. Arbitration award shall be final and binding.

24.3 In the case of any dispute relating to Freight or other sums due from the Merchant to the Carrier, the Carrier may, at its sole option, bring suit against the Merchant in the fora agreed above, or in the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction where the Merchant has a place of business.

**25. Protective clauses**

The following protective clauses shall be deemed as part of this Contract of carriage:

25.1 General Clause Paramount

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall not apply to the Hague-Visby Rules apply, whether mandatorily or by this Contract. The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the Cargo is in the charge of another carrier, or with respect to deck cargo and live animals

25.2 General Average

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 2016 or any subsequent modification thereof, in London unless another place is agreed in the booking note. 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.

25.3 Both-to-Blame Collision clause

If the Vessel comes into collision with another ship as a result of the negligence of the other ship 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 ship 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 said Cargo, paid or payable by the other or non- carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

25.4 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 ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents 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.

**26. Sanctions clause**

The Merchant warrants throughout the duration of this Carriage that:

(a) it is not the subject of any Sanctions or Sanction Lists or owned, in whole or in part, by any entity or person subject of same;

(b) it shall comply with all Sanctions; and

(c) the booking and carriage of the Cargo is not subject to any Sanctions.

The Carrier shall have the right to perform or suspend delivery if the Carrier becomes aware that the Merchant is or may be, in the Carrier's judgment,

in breach of the above warranties (whether as a result of any action and/or omission) or that the Carriage or the Cargo poses in the Carrier's judgment

the potential for the imposition of Sanctions against the Carrier or the Merchant, whichever the Carrier in his absolute discretion considers most appropriate.

The Carrier shall also be entitled to exercise any and all rights as per Clause 18 above.