

Non-Negotiable Multi-modal Waybill Terms and Conditions

- 1. In these Conditions, the following words have the following meanings:
 (a) 'Carrier' means CS GLOBAL LTL SERVICES LTD. and will be referred to as 'CSGLS':
 (b) 'Carrieg' means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Waybill.
 (c) 'Combined Transport' means a Carriage for which the Carrier agrees to be responsible from the place of recipit indicated on the face of this Waybill.
 (d) 'Container' includes any container, trailer, transportable tank, flat or pallet, packaging or any similar article used to consolidate cargo and any ancillarly equipment.
 (e) 'Goods' mean the whole or any part of the cargo received from the Merchant and the cargo described in the Waybill. If the Containers, equipment or other packaging are not furnished by the Carrier, those Containers, equipment and other packaging are also 'Goods'.

 (f) 'Merchant' means the shapper, consignee, notify part, receiver of the Goods, holder of this Waybill, and any passon, including any corporation, company, point and several.

 (a) 'Package' means the largest means used to prepare cargo for transportation, including but not limited to, a skid, pallet, Container, trailer or carton if the number of such thems is not indicated on the front of this Waybill or is indicated by the terms such as 'Saidt postion container, trailer or carton if the number of such thems is not indicated on the front of this Waybill or is indicated by the ferms such as 'Saidt pallet, Container, trailer or carton if the supplier of such goods and the such as the cargo of the such package but described in Waybill, including machinery, vehicles and boats, except goods shipped in bulk.

- (h) "Shipping Unit" means any physical unit of cargo not shied in a package but described in Waybill, including machinery, vehicles and boats, except goods shipped in bulk.
 (h) "Port to Port Shipment" means a shipment from one port to another port. The Carrier would be responsible for the Goods only from the Port of Loading indicated on the face of this Waybill.
 (h) "Subcontractor" includes but is not limited to owners, operators and charterers (time, voyage and slot) of vessels, (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed directly or indirectly by the Carrier in performance of the Carriage.
 (k) "Third Party On-Carriage" means the transfer of the Goods and the responsibility for the Goods from CSGLS to another carrier. The duty, responsibility, and liability of CSGLS scease at on-carriage. See Clause 4.
 (i) "CSGLS means CS GLOBA LTL SERVICES LTL SERVICES LTL SERVICES LTM. (STEAS) and the carrier in the International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August (SCC) CSGLS means the International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August (SCC) CSGLS means the Carriage of Goods by Sea Ard of the Unification of certain approved on 16 April 1936.

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 (i) 'COGSA' means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1938.

 (o) 'SDB' means Special Drawing Rights as defined by the International Monetary Fund.

 The following definitions (p), (i), and (f) may apply if the Merchant has requested to use the CS Global LTL Services Platform of CSGLS:

 (ii) *Multi-Modal Waybill* means this Waybill* and while it is controlled by the CS Global LTL Services Platform of CSGLS.

 (ii) *Sulti-Modal Waybill* means this Waybill* and while it is controlled by the CS Global LTL Services Platform of CSGLS.

 (i) *Sulti-Modal Waybill* means this Waybill* and a Multi-Modal Waybill and a Multi-Modal Waybill is issued, Surrender Party is an CS Global LTL Services platform "User" who is designated as the person to whom the Multi-Modal Waybill must be presented to orbital every of the Goods at the end of the Carriage.

Carriage.

If the Merchant wishes to use the CS Global LTL Services Platform, the Merchant agrees that the CS Global LTL Services Platform, will act as agent for the Merchant after than the Carrier. In consideration for the Carrier's agreement to allow the Merchant to use the CS Global LTL Services Platform, the Merchant agrees to indemmity and hold the Carrier harms are suffered by the Carrier as a result of the use of CS Global LTL Services Platform, the Merchant agrees to indemmity and hold the Carrier harmstens from any damage suffered by the Carrier as a result of the use of CS Global LTL Services Platform, the Merchant agrees to indemmity and find the Carrier harmstens from any damage suffered by the Carrier as a result of the use of CS Global LTL Services and other documents may affect the issuance, transfer, pledge, or summa benefit of the Wayalli. The Merchant agrees to ablie by these rules and procedures and to give the Carrier notice or instructions in a timely fashion. In the case of any conflict between this Wayalli and the CSGLS governing rules or other document, that Wayalli will prevail.

1.1 All business undentaken by the Carrier is transacted subject to these Conditions, which shall be deemed to be incorporated in any agreement between the Carrier and the Merchant.

2.2 If at any time one or more of such provision become invalid or illegal, the validity or legality of the remaining provisions of these Conditions shall not be in any way affected.

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 23 The Carrier may issue its own Waybill, bill of lading, godown warrant, haulage receipt, forwarder cargo receipt, combined transport document, or other documents of carriage naming the Carrier as the carrier. Where such document is issued, the terms and conditions in it shall prevail in so far as they are inconsistent with these Conditions.
 24 Where the Carrier is held to be a carrier, the Carrier shall be entitled to all rights, immunities exceptions and limitations conferred on the carrier by any

- documents of carriage naming the Carrier as the carrier. Where such document is issued, the terms and conditions in it shall prevail in so far as they are inconsistent with these Conditions.

 2.4 Where the Carrier is held to be a carrier, the Carrier shall be entitled to all rights, immunities exceptions and limitations conferred on the carrier by any applicable law or fegislation.

 2.5 Where the Carrier has not issued its own Waybill and is held to be a carrier as far as carriage of goods by sea or inland waterway or overland transportation is concerned, the Carrier shall be determined by Article III and Article IV of the Hague Rules is deemed to the nominal value of 100 pound as they are inconsistent with these conditions. The Limitation amount in Article IV(5) of the Hague Rules is deemed to the nominal value of 100 pound 2.6 in accepting this Waybill. the Merchant agrees to be bound by all list terms, conditions and limitations, whether printed, stamped, or witten on the front or back of the Waybill, as well as the provisions of the Carrier's published freight Tariffs, Rates, and Rules, as fully as if they were all specifically accepted in writing by the Merchant, even if local customs or practice are to the contrary. A copy of the relevant traiffs may be obtained from any agend roft the Carrier in the event of a cordict between the terms of a tariff and the terms of this Waybill, the terms of this Waybill will govern.

 3.1 This Waybill widences the contract of carriage from the time the Carrier custody or control of the Goods at the place of receipt or the port of loading described on the face of this Waybill until the Carrier delivers custody or control of the Goods at the port of discharge or the place of delivery described on the face of this Waybill waybill will and immodes of transportation.

 3.2 The terms and conditions of the Waybill apply during the Carriarge described by this Maybill on all modes of transportation.

 3.4 This Waybill is not responsible for such on-carriage and is not liable for los

- (c) Any means provided by the applicable tarif.

 The Carrier in an cresponsible for Goods not picked up within the time allowed by the relevant tariff, if no time is specified in the tariff, by the custom of the trade, or if no time is specified in the tariff or custom of the trade, within 5 days. The Carrier may remove such Goods from the Container or other packaging timeshed by the Carrier, and/or place the Goods in a storage facility or other available place at the risk and expense of the Archant. That facility will act as an agent of the Merchant, not the Carrier. Decarrier is entitled (but not obliged) to sell by public auction or private treaty or to dispose of all goods which in the opinion of the Carrier cannot be delivered either because the consignee's address is incorrect or because the goods are not collected or accepted by the Merchant does not receive the notice has been dispatched to the Merchant to facility of a far number last kinds on the Carrier in case the Merchant does not receive the notice dispatched by the Carrier asking the Merchant to rate delivery of the goods, such shall not affect the Carrier's aforesand changes) incurred in connection with the storage and the sale and/or disposal of the goods.

 The contract of carriage is complete and the Carrier has no further responsibility for the Goods are on-carried, the Carrier will have no responsibility for the Goods during on-carrierings. See Clause if the Carrier from the time when the Goods are received by the Carrier from the time when the Goods are received by the Carrier from the time when the Goods are received by the Carrier from the time the wester the vessel has been arrived for delivery thereof at the port of discharge to the Merchant or to the Authority as required by local laws or regulations, whichever occurs a fairly.

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 7.2 Combined Transport: If the Carrier under the Waybill is responsible to ship the goods not according to Port-to-Port contract and the place(s) or port(s) indicated therein isdare place(s) or port(s) other than that indicated in the Waybill and Freight is paid for combined transport this Waybill is a document which serves as a combined transport contract. The Carrier undertakes to arrange or procure the pre-carriage and/or no-carriage sengments of the combined transport carriage must be filled with the Carrier while months after the delivery of the Goods or the date when the Goods should have been delivered, falling which the Carrier shall be discharged from all liabilities whatsoever in respect of the Goods. If any syment is made by the Carrier to the Merchant in respect of any claim arising under the combined transport carriage with a carrier shall be automatically subrogated to or given all rights of the Merchant against all others including pre-carrier or on-carrier or Sub-contractor on account of such loss of damages. Nothing herein contained shall be deemed a valver of any rights that the Carrier may have against a pre-carrier or on-carrier or Sub-contractor for indemnity or otherwise.

 8.1 The Merchants description declared by the Merchant on the front of this Waybill is information provided by the Merchant solely for its own use including

- automatically subrogated to or given all rights of the Merchant against all others including pre-carrier or Sub-contractor on account of such loss of damage. Nothing herein contained shall be deemed a waiver of any rights that the Carrier may have against at pre-carrier or Sub-contractor for indemnify or otherwise.

 8.1 The Merchant's description declared by the Merchant on the front of this Waybill is information provided by the Merchant solely for its own use including but not limited to the use of its freight forwarder. It is understood by the Merchant that the Carrier has not verified the contents, weight or measurement of the Goods, and the Carrier has not representation as to the contents of the Goods, and the returned, not have weight or measurement, not the value, quantity, quality, description, condition marks or number of the cortents thereof. The Carrier shall be under no responsibility whatsever in respect of such description or particulars.

 8.2 If any particulars of any exhaust or the contents thereof. The Carrier shall be under no responsibility whatsever in respect of such description or particulars and the present of the Carrier shall be under no responsibility whatsever in respect of such description or particulars and the present of the carrier than the content of the Carrier shall be under no responsibility whatsever in respect of such description or particulars and the carrier a
- the amount due, including expenses incurred, the Carrier shall be entitled to recover the balance from the Merchant. Should such proceeds exceed the amount due, the balance shall be returned to the Merchant.

 10.1 The terms of this Wayhill shall at all times govern all responsibilities of the Carrier in connection with or arising out of the carriage of the Goods not only during the carriage, but also during the period prior to and/or subsequent to the carriage as stipulated. The exemptions from liability, defenses and limitation of liability provided for herein or otherwise shall apply in any action against the Carrier for loss or damage or delay, now so ever occurring and whether the action be founded in contract or in tot and even if the loss, damage or delay arose as a result of unseaworthiness, neglore or fundamental breach of contract. Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for such loss or damage or loss of profils reasonably.

10.2 The Carrier does not undertake that the Goods will be transported from or loaded at the place of receipt or loading or will arrive at the place of discharge, destination or transhipment aboard any particular vessel or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. Scheduled or advertised departure and arrival times are notly expected times and may be advaced or delayed if the Carrier shall find it necessary, prudent or convenient. The Carrier shall in no circumstances whatsoever and howsoever arising be liable for loss and damage or any consequential loss or damage accused by delay.

10.3 If the stage of the combined transport during which loss or damage occurred can be determined, the liability of the Carrier shall be governed by the national law(s) and/or international convention(s) applicable thereto. If the stage of the combined transport during which loss or damage occurred cannot be determined, the Merchant and the Carrier agree that it shall be deemed that the loss or damage occurred aboard the Carrier's Vessel. In either case, clauses 11 and 12 below shall apply.

10.4 The Carrier is not responsible for consequential damages unless the carrier has agreed in writing to be responsible for the certain, specific damage that occurred.

- occurred.

 10.5 The Carrier does not agree to deliver the Goods at any particular time or for any particular market and thus is not responsible for damages alleged to have been caraised by delay. If, despite the foregoing provision, the Carrier is held liable for damages attributable to delay, those damages are limited to the total amount payable as freight for all of the Goods shipped under the Waybill that included the delayed Goods.

 11.1 If there is any loss, damage, deterioration, non-compliance or miscropriance of instruction, non-delivery, mis-delivery(other than the ones described in Clause 11.2), unauthorized delivery or misdirection of or to in connection with the goods that arises from the negligence mistake of the Carrier or that arises from the negligence, miscropriance of the Carrier's employee, agent or subcontract, the Carrier shall be lable for any claim relating to the aforesaid incident. However, the Carrier's afforesaid liability shall not exceed a total of 2 SDR per kilogram of the gross weight of that part of the cooks in respect of which a claim arises.
- any cain relaining to the arthresid includer. However, the Cartier's acrossed includers are larger and the goods in respect of which a caliar arises, and a support of the goods in respect of which a caliar arises. It is a support of the product of the Cartier's employee, agent or sub-contractor negligently or deliberately misdelivers the goods to a person (not entitled to receive the goods) without the Cartier's institution or prior approval, the Cartier's shall be liable for any claim relating to the aforesaid mis-delivery of goods. However, the Cartier's aforesaid liability shall not exceed a total of 2 SDR per klogram of the gross weight of that part of the goods misdelivered.

 13. Notwithstanding any other terms in these Conditions to the contrary but subject to Clause (2.3) and (2.5) the Cartier's shall not be liable for any claim.
- : ay, goods shut out or off loaded, good's departure or arrival time; or acial. incidental, indirect, consequential or economic loss (including but not limited to loss of market, profit, tax return, revenue, business or goodwill;
- -- c. any loss, damage, expense or cost arising from fire, flood, storm, typhoon, explosion, port or airport congestion, deviation, strike, lock out, stoppage or restraint of labour.
- restraint of labour. Even if the droresaid incident arises from the negligence or mistake of the Carrier or from the negligence, mistake, willful default or deliberate wrongdoing of the Carrier's employee, agent or subcontractor. However, if the Carrier is still legally held liable for the aforesaid claim despite the advorsaid provision, the Carrier's aforesaid inbility shall not exceed a total of 2 SDR per kilogram of the gross weight of that part of the goods in respect of which a claim rises. 11.4 if there is any claim that the Carrier is legally held liable, and no other terms in these Conditions (limiting or excluding the Carrier's allowald liability shall not exceed a total of 2 SDR per kilogram of the gross weight of that part of exods in respect of which a
- that claim, the Carrier's aforesaid liability shall not exceed a total of a SUR per surgiran is use years which provided that (i) the value of the goods has been cleared in writing by the Merchart and accepted by the Carrier and (ii) the Merchart pay to the Carrier additional charges as decided by the Carrier. Details of the additional charges will be provided upon written request by the Merchart. The decirared value accepted shall be the Carrier limit of liability and shall of the additional charges will be provided upon written request by the Merchart. The decirared value accepted shall be the Carrier limit of liability and shall 1.6 All and any Services provided by the Carrier gratuitionsly are provided on the basis that the Carrier will not accept any liability whatsoever. 12.1 Any claim against the Carrier must in writing and delivered to CSGLS within 14 days from the date of delivery or the goods or the date the goods should been delivered or the date the Merchant first know about the event that may give rise to the claim, whichever in the earliers. 12.2 If the Merchant fails too deliver the aforesaid written notice to CSGLS and thereby prejudices the Carriers position in the claim, the Carrier, the carrier, it is brought against the Carrier in the courts of the claim, whichever and howsever arising in respect of the claim, unless suit is brought against the Carrier in the courts of the claim of the Carrier.

- agents and sub-contractions shall in any event be discharged of all liability whatsoever and howsoever arising in respect of the claim, unless suit is brought against the Carrier in the courts of the Hong Kong special Administrative Region within nine months from the date the Goods were delivered or the date they should have been delivered by the Carrier.

 12.3 The Morthant warrants that it will preserve the time limit within which any action may be commenced by the Merchant or the Carrier against any party who may be responsible for loss of or damage to the Goods. The Merchant agrees to hold harmless, indemnify, and otherwise protect the Carrier against such loss or damage the Carrier may suffer due to the Merchant failure to preserve such time limit.

 13. The contract evidenced by this Waiphil is governed by the law of the Hong Kong Special Administrative Region. Any claim or dispute must be determined 14.1 The Goods may be carried on several different modes of transportation.

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 14.2 The carrier has the option to determine the route and the means of transportation.

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 14.3 The Goods delivered and and at the risk of the Merchant.

 14.3 The Carrier's Containers and equipment are used by the Merchant for pre-carriage or on-carriage or unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors breached, clean and free of small to the point or place designated by the Carrier, its servants or the returning the empty Containers, with interiors breached, clean and free of small to the point or place designated by the Carrier, its servants or the point of place designated by the Carrier, its servants or the carrier storage of the Carrier storage of the Carrier's Containers and other equipment while in the custody o
- terms and conditions of this Waybill are extended and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this Waybill.

 16.1 The Merchant undertakes that no claim or allegation shall be made, whether by the Merchant or any other person who is or who may subsequently be interested in the Goods, against any person (other than the Carrier) (whether it is a Subcontractor, principal, employer, servant, agent or otherwise) which imposes or attempts to impose upon such person any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or willful act or default of the Carrier or others) in connection with the Goods and if such claim or allegation should nevertheless be made to indemnify the Carrier and the person against whom such claim or allegation is made against the consequences of such claim or allegation, and 16.2 To indemnify the Garrier against any claim or allegation made against it by any person (other than the Merchant) in connection with any liability, in connection with any liability in connection with any liability in connection with any liability.

- to indemnify the Carrier and the person against whom such claim or allegation is made against the consequences of such claim or allegation; and 18.2. To indemnify the Carrier against any claim or allegation made against they any person (other than the Merchain in connection with read to the consistence of the consis
- obtain such security and payments on account by exercising a lien against any other properly owned by the Merchant.

 19.3 The Merchant shall also pay salvage and special charges incurred in respect of the Goods. It is salvaging vessel is owned, operated, or chartered by the Carrier, salvage shall be paid as fully and in the same manner as if such salvaging vessel belonged to strangers. The Merchant hereby appoints the Carrier to act on behalf of the Merchant in any salvage proceeding in which the Merchant does not appear.

 20. The Both-or-Glame Collision Clause currently published by the Baltic and international Maritime Conference is deemed to be incorporated into this
- Waybill.

 21. If at any time the carriage is or is likely in thought of the Carrier to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind, other than the inability of the Goods to be safely or properly carried or carried further, and howscover arising (even though the circumstances giving rise to such matters as stated above existed at the time this contract was entered into or the Goods were received for shipment), the Crivmhert, or not he carriage is commenced), may at his sate discretion and without prior notice to the Merchant:

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- (b) suspend the carriage of the Goods and store them ashore or affoat upon the terms of this Waybill and endeavor to forward them as soon as possible, but
- (b) suspend the carriage of the Goods and store them ashore or afloat upon the terms of this Wayhill and endeavor to forward them as soon as possible, but the Carrier makes no representation as to the maximum period of suspension. If the Garrier selects to invoke the terms of its sub-Clause then the Carrier shall be entitled to the payment of such additional Freight as the Carrier may determine, or (c) abandon the carriage of the Goods and place the Goods at the Merchant's disposal at any port or place where the Carrier may deem sage and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall entirely cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for shipment, and the Merchant shall pay any additional costs of the carriage to and delivery and steep at such port or place. Where the Carrier elects to use an alternative route under Clause 18(1) or to suspend the damage under Clause 18(2) same shall not prejudice its right subsequently to abandon the carriage.

 22.1 At the time of shipment of Dangerous Goods, the Merchant shall in compliance with the regulations governing the carriage of such Goods, have the
- 22.1 At the time of shipment of Dangerous Goods, the Merchant shall in compliance with the regulations governing the carriage of such Goods, have the same properly packed, distinctly marked and labeled and notify the Carrier in witting of their proper description nature and preasurations to be taken. In case the Merchant falls to or inaccurately notifies the Carrier, the Carrier may give such Goods landed, destroyed or rendered innocuous when and where recrumstances so require, without compensation. The Merchant shall be lable to the Carrier for any loss, damage or expensively exhibiting from such shipment. 22.2 Nowthistanding the Carrier's knowledge of the nature of the Dangerous Goods and its consent to carry, the Carrier may still have such Goods landed, destroyed or rendered innocuous, without compensation, when they become an actual danger to the vessel, the crew and other persons on board or to other contributions of the Carrier and the C

- conditions of this Waybill. The NVOC further warrants to indemnity the Carrier, its servants, agents and sour-contraction agents and state of the Carrier and the Carrier, its servants, agents and sour-contraction agents are all allowed to the Provisions of 25. Where carriage includes carriage to reform or through a port or place in the United States of America, this Waybill shall be subject to the Provisions of its rights, which shall be deemed to have been incorporated herein and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights, immunities exceptions or limitations or an increase of any of its liabilities under US COGSA.

 25. No servant, agent or Sub-contractor of the Carrier shall have the power to waive or vary any terms of this Waybill unless such waiver or variation is in writing and is specifically authorized or approved in writing by the Carrier.

 27. 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 consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant jointly and severally shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expense of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving ship belonged to strangers.