



GENWAYBILL 2016

NON-NEGOTIABLE GENERAL SEA WAYBILL
SUBJECT TO THE CMI UNIFORM RULES FOR SEA WAYBILLS PAGE 1

Shipper		General Sea Waybill No.		Reference No.
Consignee (not to order)		Vessel		
Notify address		Port of loading		
		Port of discharge		
PARTICULARS DECLARED BY THE SHIPPER				
Description of cargo	Marks and Nos.	Number and kind of packages	Gross weight (kg)	Measurement (cbm)
(of which on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)				
Issued under Charter Party (Code name, place and date of issue):		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, quantity, contents and value unknown, for delivery at the port of discharge or so near thereto as the Vessel may safely get, always afloat.		
Freight payable in accordance therewith.		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.		
Freight payable at		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 its 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.		
Place and date of issue		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 its part.		
FOR CONDITIONS OF CARRIAGE SEE PAGE 2				
Signature:.....(Master*/Agent*/Owner*/Charterer*)				
*Delete as appropriate				
If signed by an Agent indicate with a tick <input checked="" type="checkbox"/> whether for and on behalf of:				
<input type="checkbox"/> Master; or				
<input type="checkbox"/> Owner(insert name); or				
<input type="checkbox"/> Charterer(insert name)				
Agent (insert name)				

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Conditions of Carriage

- (1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause/Dispute Resolution Clause, are herewith incorporated 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 in exactly the same way.
- (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) **International Group of P&I Clubs/BIMCO Himalaya Clause for bills of lading and other contracts 2014**
- (a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers; stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.
- (b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.
- (c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the carrier, who shall be entitled to enforce the same against the Merchant.
- (d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant 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 this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and
- (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, it will indemnify the carrier against all consequences thereof.
- (e) For the purpose of sub-paragraphs (a)-(d) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are its Servant and all such persons shall to this extent be or be deemed to be parties to this contract.
- (4) **General Average**
- General Average shall be adjusted, stated and settled according to York-Antwerp Rules 2016 in London unless another place is agreed in the Charter Party.
- 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 Charter Party, as incorporated herein, which govern the transportation of the cargo described on the front page of this Waybill, falls to be determined in accordance with the law and practice of the United States of America, the following clauses shall apply:
- (5) **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 the 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 salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as the Carrier, or its agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.
- (6) **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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of 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 Page 1.