



YARA SEA WAYBILL

(Edition 2006)

(Codename: Yarawaybill)

To be used with Yaracharter

Shipped at the Port of Loading in apparent good order and condition on board the Vessel by

Shipper		SWB no.	
Consignee (not to order)		Vessel	
Notify		Port of loading	
		Port of Discharge	
Marks	Number of packages and description of packages and goods	Gross weight	Net weight
<p>which are to be delivered in the like good order and condition at the Port of Discharge</p> <p>Payment of freight and demurrage as per Charter Party dated Weight, measure, quality, quantity, condition, contents and value unknown. The cargo shipped under the Waybill will be delivered to the Party named as Consignee or its authorised agent, without any documentary formalities. The Carrier to exercise due care ensuring that delivery is made to the proper party. However, in case of incorrect delivery, no responsibility will be accepted unless due to fault or neglect on the part of the Carrier. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF.</p>			
Place and date of issue		Signature	
Freight payable at			

CONDITIONS OF CARRIAGE

1. All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including clause P Law and Jurisdiction, are herewith incorporated.

2. **Owners' Responsibility.**

This Waybill is a non-negotiable document. It is not a Bill of Lading. However, it is agreed that the provisions of the international convention on Bills of Lading 1924 as amended by protocols 1968 and 1979 (the "Hague-Visby Rules") shall apply to this Waybill, and Owners and Charterers are entitled to the benefit of all privileges and immunities contained therein.

In trades where the responsibility provisions of the Norwegian Maritime Code are compulsorily applicable, they shall apply to the Waybill. In trades where the responsibility provisions of the law of any other country are compulsorily applicable to this Waybill, such provisions shall apply.

In all trades cargo carried on deck and cargo in the Owners' custody prior to loading and after unloading shall be subject to the same terms as above provided for cargo under deck and for the carriage itself.

It is agreed that whenever the Hague-Visby Rules or provisions of applicable law, use the words "Bill of Lading" they shall be read and interpreted as meaning "Waybill."

3. **General Average.**

In case of General Average same to be settled in Oslo according to the York-Antwerp Rules 1994.

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 dated overleaf, which govern the transportation of the cargo described on the front page of this Sea Waybill, falls to be determined in accordance with the law and practice of the United States of America, the following clauses shall apply:

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.

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 the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set-off, recouped or recovered by the other 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 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 overleaf.