COMBINED TRANSPORT / PORT TO PORT BILL

V. FREIGHT, CHARGE AND LIEN.

Freight and Charges

VI. MISCELLANEOUS PROVISIONS. 19. Dani r Goode

Regulations Relating to Goods.

ation and Delivery

Inspection of Goods.

Deck Cargo and Livestock.

rigerated Cargo.

Return of Containers

Clause Paramount

Both-To-Blame Collision.

If the vessel comes into c

are Affected by Condition of Goods

(1) If a container has not b

(2) (3)

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32. New Jason Clause.

Drug Clause.

War Clause

Please refer to www.mttshipping.com.my for a comprehensive and legible view

Freight and charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
 The Merchant's attention is drawn to the signal atoms concerning the currency in which the freight and charges are to be gain, the exchange rate, de and charges in the relevant attribution is drawn to the substitution is to evaluation exists or is applicable the following hall apply:

(3) To verify the freight basis, the Carrier reserves the right to inspect the contents of containers, trailers, or similar transport articles to ascertain the

If the currency in which freight and charges are quoted is devalued between the date of the freight agreement and when the freight and charges are paid. Then, all and immediately increased proportionally to the extent of the currency's devaluation.

The Carter shall have a law on the Goods and any accuments relating thereto, which shall survive definery, for all sums payability the Mershan's to the Carter under this contract, and the particle of the Carter shall have a law on the Goods and any accuments and the Carter shall have been as a state of the carter shall have been as a different state. The Carter shall have the right a state of the Goods and any accuments provide the the Mershan's the Carter shall have been as and a concerning any used as, the Carter shall have the right a state of the Goods and any accument provide shall have been as the Carter shall have been as a state of the Carter shall have been as a and a concerning any used as, the Carter shall have the right as the Goods by paids accument provide shall have been as the Carter shall have been as a and a concerning any used as a state shall have the right as the Goods by paids accument provide shall have been as the Carter shall have been as a and a concerning any used by the Carter shall have the right as a state of the Carter shall have been as a state and the Carter shall have been as a state of the Ca

carried by the Carrier.
 (a) Goods which are of a any time become dangerous, inflammable, radioactive or damaging may, at any time or place, be unloaded, destroyed, or rendered harmless without any
Merchant has not given notice of their nature to the Carrier under (2) above, the Carrier shall be under no liability to make any General Average contribution regarding such Goods.

The Merchant shall comply with all regulations or requirements of cuctoms, ports, and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expi thereof or because of any illegal, incorrect, or insufficient marking, numbering, or addressing of the Goods, and indemnify the Carrier in respect thereof.

Carter facts this, damage or expense has been caused by: (a) negligent time, backing or straining of the container; (b) the contents being unsultable for cartage in the container or (c) the container wantable in generation unless the container has been supplied by the Carrier and the un-reasonable inspection at or before the container was Tiled, packed, or stowd.

The Carrier undertake to complex double of a septions in thimmable, indication, company, stanging, native, haushab, poissous, and a bytained as any other designed pairs, and a seption of the setting of the data of the setting of the data.
 The Merchant Abil complex has been been double as a setting of the data of th

ed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents, and the Merchant shall o caused by:

The provincing of sub-class (1) of this Clause also apply to strain, transportable tanks, faits, and pallets which have not been filled, packed, or stowed by the Carrier, the provincing of sub-clause (1) of this Clause also apply to strain, transportable tanks, faits, and shall be demed to have not excepted by the Merchanic at lenge is scand and subble condition for the company, easies have provide table to contain within the Deminer, and the Deminer also apply the Deminer, the Deminer and table to apply the Carrier and the Carrier develop exception bill the Deminer and the Deminer and the Deminer and table to apply the Deminer and the Deminer and table to apply the Deminer and table to apply the Deminer and table table table table to apply the Deminer and table table table table to apply the Deminer and table t

Any wention in this list of particles to be coefficied the arrival of the Goods is solely for the information of the Carrier, and failure to give each rootfaction shall not solely the Carrier in any labelity nor The Netchard half and prices the Goods within the free tocong time provided for in the Carrier ingelicity. The Fifth or otherwise. If the Merchard fails to be delivery of the Goods is the Jin E corrier any whether the Carrier ingelicity of the thermation of the Carrier ingelicity. The Section of the Carrier ingelicity of the

The Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect, rewelph, remeasure, rewales, or repack the cargo without notice to the Merchant. If a coording to any of the Carrier shall be in or by order of the autointies at any place, a container or package must be opened and/or the said of a Container with open bailed for any score of amagine must because at any approximation, puscing in approximation, and any approximation and and and and and and and and any approximation and approximation and any approximation and approximation and any approximation and any approximation and approximation and approximation and approximation and approximation and approximation and any approximation and approximation approximation and approximation approximatis approximation approxima

Social years (social years) incomparison other han faits or guiltagi which are stated here to be carried on dots and heretox, whether carried on dots and the state of the sta

anding. The Carrier shall not balable for any loss or damage to the Goods arking from latent detects, breakdown, or stoppage at the refrigerating machinery, plant instation. B/or any apparatus of the core rescale, conveyance, and any other facilities provided that the Carrier shall, before or at the beginning of the transport, exercise due difference to minimism the refrigerated container in an efficient to minimism.

Certain Clause, the Congapor shall also the France who concerds the Constraint with the Consigner shall mean the person entitled to reache the good from the Constru-ted the Construction of the Construct

This bill shall have effect subject to the provisions of the Carriage of Goods by Sas Act 1950 of Malaysia, the Hagee Nade, we meet have applicable, or such other similar national legistation as mandatority apply under origin or destination of the bills, which had be deemed to be incorporated herms and othering herms contained shall be beened as surrender by the carrier of any off apply control of the Carrier of any off apply control or provide the control of the Carrier of any off apply control or provide the control of the Carrier of any off apply control or provide the control of the Carrier of any off apply control or provide the control of the Carrier of any off apply control or provide the control of the control of the Carrier of any off apply control or provide the control of the bill dual incorporate by control, all of the providence of the Nagee Volty Nade, as set out in the First Schulde is hadred by the control of the Carrier of the Carrier of the Carrier of the Carrier of the control of the Carrier of the Carrie

If the vessel comes into collision with another vessel is a result of the negligance of the other vessel and of any act, neglect or default of the Moster, Moster, Pieto or the servants of the Carrier in this or the management of the vessel, the Morchard will come and the management base of, and a regularized method will be a set of the most of the Carrier in the the Most of th

General Average: In the sequence of a sequence of the Carrier per the York Average Paulies 19%, or any modification theread, counting all Goods, whether cannel on or under duck. The foreign Average Statement is a way restarce shall be appreed by the Average Squalities related by the Carrier per the York Average Paulies 19%, or any modification theread, charange and the York and the Carrier per the York Average Paulies 19%, or any modification theread, charange and the York and the Carrier per the York Average Paulies 19%, or any modification theread, charange Carrier paulies and business of the Carrier per the York Average Paulies 19%, or any modification theread, charange Carrier paulies and average the York and the Carrier per the York Average Paulies 19%, or any modification theread, charange Carrier paulies 19%, or any modification the Carrier and theread th

If anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, that provisions hereof shall, to the inconsistency but no further, be null and void.

In the event of accident, danger or disaste before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequent the Carrier is not responsible by statust, contract or chrowise, the goods, Shippers, Cassignees or owners of the goods shall contribute with the Carrier in general average atom the carrier or spenses of a general average atom the more than go be made or incurred and shall go values in charges incurred in respect of the goods.

If a salving thip is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belong to strangers. Such deposit as the Carrier or his agent may deem the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees, or owners of the goods to the Carrier belo

- In province of the U.S. And Ding Abuse Act 35% provides or any re-excitance theread, the Chartners must exercise the highest degree of care and dilgence in proveeting unmanifested exercise manifester to many task the second many task t

Ver tracks the constant of war shall be shipped. The Versal shall not be required, without the consent of the Owners, which shall not be unvessionably withhed to enter any port or zone which is involved in a state of warling operations, or hostilities, coli and fin, incurrection or privary whether there is a declaration of war or not, where the Versal, cargo, core weight reasonably the expected carbon of the organic material or a bording to the publicant point of the improvement and public or do that a shall not or any pointed automatical anginations manifering and, initiary or air forces). The too warling operation of the organic angine and the organic and the public or do that a shall not or any pointed automatical anginations manifering and, initiary or air forces). The shall be shall not be an angine and the organic angine and the shall not be and the shall not be an angine and the shall not be antipared to angine the shall not be and the shall not be and the shall not be and the shall not be antipared to angine the shall not be and the shall not be and the shall not be and the shall not be antipared to angine the shall not be antis and shall the shall not be an

Except as provided in this Sae Wayhill, the contract of carriage as evidenced by this Sae Wayhill is subject to the Terms and Conditions of the Carrier's current Combined Transpor copy of which may be obtained from Carrier and its agent or downloaded from www.mtshipping.com.my. The shipper accepts all add Terms and Conditions, including but not other limitations of bubly contract thermal, no babl of the Congenera at the Uneward or the Goost and examts that he has administrate to do so.

37. The Consignee or other receiver of the Goods, by presenting this Sea Waybill and/or requesting delivery of the Goods, shall undertake all labilities of the Shipper under this Sea Waybill Combine Transport Bill of Lading, such undertaking being additional and without prejudice to the Shipper's liability.

39. Upon written request of the shipper before arrival of the carrying vessel at the Port of Discharge or Place of Delivery, whichever is applicable, the Carrier will use its best efforts to change th Carrier's Bill of Lading, provided that the Carrier shall in no case be liable for failure timely to effect such changes. 40. The Goods are subject to the Carrier's normal credit practices for the release of particular Goods, as specified in the Carrier's Tariff and Bill of Lading, including but not limited to, any shipment as security for any unpaid charges due and owing to the Carrier by any party to this Sea Waybill, whether related to the Goods described in this Sea Waybill or not.

LLOWING CLAUSES ARE APPLICABLE ONLY WHEN THE DOCUMENT IS USED AS A SEA WAYBILI

38. This Sea Waybill is subject to the CMI Uniform Rules for Sea Waybill

Delivery will be made to the consignee or its authorized representative upon presentation of a delivery receipt or other evidence of ide discretion without the need to produce or surrender a copy of the Sea Waybill.

e of which

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(1) The Mechanis undertakes not to standard for isosport too any Goods which require refrequention without previously giving written notice of their nature ad particular temperature range to be taken as equality set by the before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be labele for any loss of damage to the Goods.

If a spans at any time that, due to their condition, the Goods cannot safely or properly be carried further or without incurring additional expense or taking any measure(s) to the container Carrier may, without notice to Merchart, bits any measure(s) and (incur any additional appears to continue the Carriage and/or store them advance or advance, without incurriers. This is a substantiated discretion, contention meta approprise. Theremose, the Carriage and the discretion of the Merchart shall indemned by Carrier age additional expenses of the Goods as exercising appropriate. The Carrier's liability shall case upon such abandoment, storage, sais, or disposal. The Merchart shall indemned by Carrier age lage for such degrees content.

I. GENERAL PRO

- Applicability Notwithstanding the h Definition
- ued as a Bill of Lading or a Sea Waybill or in paper or ele
- "Carrier" means MTT Shipping Sdn Bhd, on whose behalf this Bill has been signed.
- "Goods" means the whole or any part of the cargo accepted from the Shipper and indu s the packing and any equipment supplied by or on behalf of the ca
- mbined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces
- "Container" includes any container, trailer, transportable tank, flat or pallet or similar article used to consolidate goods and ancillary equipment
- "Merchant" includes any Person who has been or becomes the Shipper, Holder, Consignee, or Receiver of the goods, any person owning or entitled to the p on bahalf of any such persons.
- Yagae Rates' means the provisions of the international Convention for the Unification of Cartain Rules relating to the Bil signed at Brussels on 25th August 1924 and includes the amendments by the Protocol signed at Brussels on 23th Rehmany 1948, but only if such amendments are computionly applicable to this Bill. It is expressly if nothing in this Bill shall be construed as contractually applying aid Rules as amended to aid formort.
- "Force Majeure" shall include, but not be limited to, work stoppages, civil commotion, strikes, accidents, casualties, lockouts, fire, transportation disasters, acts of God, governmental import restrictions and voluntary quotas arising from the threat of governmental restraints), war or hostilities, embargoes, or other similar conditions. "Holder" means any person for the time having/ or entitled to this Bill to whom the property in the Goods has passed on because of the consignment of the Goods or the arises when the Carriage is not Combine Transport.
- "Verified Gross Mass" means the combined mass of a container's tare mass and the masses of all packages and cargo items, including but not limit materials packed in the Container and verified by one of the methods of weighing specified in SOLAS Chapter VI Regulation 2.
- careful pairs That must the control segments to the first land of the second se
- 3. 4.
- Law and Jurisdiction.
- (1) Nothing herein shall prevent the parties to any claim or dispute under this Bill from agreeing to submit the claim or dispute to arbitration by mutually acceptable arbitrator(s) on mutually acceptable terms at a mutually acceptable arbitrator(s) on mutually acceptable terms at a mutually acceptable arbitrator(s).

II. PERFORMANCE OF THE CONTRACT

- Sub-contracting
- - The Carrier shall be entitled to sub-contract on any term the whole or any part of the carriage, loading, unisading storing, warshousing, handing and all dates undertaken by the Carrier to the Goods. The Methematic indertaken that no cline analyzation that I amaka gainst any resust, against or sub-contracted or the Carrier whole imposes or attempts to impose upon any of the Carrier to the Goods. The Methematic indertaken that no clines and particles and analyzation and the sub-contracted or the Carrier whole imposes or attempts to impose upon any of the Carrier to the Goods. The Methematic indertaken that no clines and the sub-contracted or the Carrier whole imposes or attempts to impose upon any of the Carrier to the Goods. The Carrier whole imposes or attempts to the contract of the Carrier whole imposes or attempts to impose upon any of the Carrier to the Goods. The Carrier whole imposes or attempt to the contract of the Carrier whole imposes or attempts to impose upon any of the Carrier to the Goods. The Carrier whole imposes or attempt to the contract of the Carrier and the Carrier and the Amorphism environment of the Carrier and the Carrier and the Carrier and the Amorphism environment of the Carrier and the Carrier and the Amorphism environment of the Carrier and the Carrier and and the Carrier and, the any sub-choreer of the Carrier and, the any sub-choreer of (1) (2) (3) (4)
 - (5)
- Methods and Routes of Transportation. The Carrier may at any time and wi (1)

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(1) (2)

(4) In any III. CARRIER'S LIABILITY Basic Liability.

(A) Port to Port Shipment

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Special Provisions - Combined Transport.

Delay, Consequential Loss etc.

Defences and Limits of the Carrier.

RIPTION OF GOODS

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15. Carrier's Responsibility.

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13. Notice of Loss.

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- Tanker the doods from one comparison to succept, including railway, road vehicle or initiated new rearkers. Tanker the doods from one comparison to succept, including that not limited to transchoperatory a advertised invasion and a success of their than the one named overlaaf or any other transfer means. Tanker the doods from one comparison to succept, including that not limited to transchoperatory a advertised invasion. Justice of post one or more than add in any other. Dispect and invest the Goods within the them public limits catationer and thread to that is a Good and or other basis. Dispect and invest the Goods within the them public limits catationer and thread to the transchoperatory of the success of the Good and the success of the su (a)

- (2) The liberties set out in sub-clause [1] may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including loading or unloading other Goods, bunkering, undergoing repairs, towing, or being towards, slipiciting instruments, dry docking, pickley or clanding any persons and assisting vessels in all situations, and anything done per sub-clause [1] or any velicity articity from there shall be deemed to be within the contractual carriage and while not be addedine.

The Carrier shall use reasonable endeavours to complete the transport and deliver the goods to the dissipated place. If at any time the performance of the contract as exidenced by the Bill is of will be affinded by any horkance, risk, adid, difficulty, or disadentage of whatsoever kind, and f by hore is dury to complete the performance of the contract. Bic Lorier (where the transport is commend) may detect (1) the test the performance of the contract. Bic Lorier (where the transport is commend) may detect the contract as terminable adig place the goods at the Menchand's disposal at any place which the Carrier dual deem safe and convenient, or (1) driver the good contract. Bit minimable adig place the goods at the Menchand's disposal at any place which the Carrier dual deem safe and convenient, or (2) driver the good contract.

If the goods are not taken delivery of by the Merchant within a reasonable time after the Carrier has called upon him to take delivery, the Carrier shall be at liberry to put the é behalf of the Merchant at the lister's risk and expense. In any event, the Carrier shall be entited to bif ringelt for goods received for transportation and additional compensation for extra casts resulting from the above mentioned circ

The Carlor with the fault for out of of datage to the Goods occurring between the tone he receives the Goods into the Charge and the dathery time
 The service is the mean is too and on a provide the Goods into the Charge and the dathery time
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The Carrier shall not be liable for any loss of or damage to the Goods before receipt of the Goods in his charge, after delivery, or when the Goods should have been de
 Where this Bill is part of a contract of carriage involving several Carrier, each Carrier will only be responsible for that part of the carriage he performed.

11 When the Currier is table for compensation for loss or damage to the Goods, such compensation, the sound value of the Goods shall be calculated by reference to the invoice value of the Goods is used. The Goods is value of the Goods is the Goods is

Notwithstanding anything provided for in Clause 10(2) and 11 of this Bit and subjects to Clause 25, if it can prove where the loss or damage occurred, the Carrier and/or the Merchaet shall, as to the
Isabity of the Carrier, be entited to require such liability to be determined by the provisions contained in any international convention or national law which provisions.
 (a) Cance be determined to the Merchaet shall, as to the
 memory of the Merchaet shall, as the Merchaet shall, as the Merchaet shall, as the
 memory of the Merchaet shall, as the Merchaet shall, a

Instatr as The Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill dated 25th August 1924, do not apply to carriage by sea under the foregoing provision of this clause, the liability of the Carrier in respect of any Carrier in respect of any carriage by yeas shall be determined by that Convention. The Hague Rules Atal also determine the liability of the Carrier in respect or carriage by raise anterways at sinch carriers avec carriage by parts. Public articular on a cude determine the liability of the Carrier in respect to carriage by raise anterways at sinch carriers avec carriage by parts. Public more, they shall also determine the liability of the Carrier in respect to carriage by raise anterways at sinch carriers avec carriage by parts. Public more, they shall be address the since the since

(1) The Carrier desires not undertake that the Goods shall service at the port of discharge or place of delineny at any time or to meet any market or use, and save as provided in Clause 12, the Carrier shall in no commutance, be labele for any indirect or consequential loss or damage caused by deloy.
(2) Save as otherwise provided herits, the Carrier will not be labele for any other cause.
(3) The terms of this all shall be any otherwise the carrier is connection with or arising out of the supply of a constainer to the Merchant, whether before or after the Goods are received by the carrier behardmant.

(1) The Carlor shale be denoted priors fails to be defended the Capital or described in the Bill intersected or this of or damage to the Capital prior fails and the Capital or described a

The information in this Bill shall be prima facie evidence of the receipt by the Carrier of the Goods as described by such information unless a contrary indication, such as "Shipper weight, load and count", "Shipper-packed container" or similar expressions, have been made in the printed text or superimposed on the Bill. Proof to the contrary shall not be admissible when the Bill has been transferred to a third party who, in sood faith, has relevant.

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(a) All line Answers and the devices of Merchard in Data of a line proving and severally basis of the Cardin's and the Cardin

Container reliase in the care of the Merchant for packing, unpacking or any other purpose whatsower is at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall inde the Carrier for all loss and/or damage to such Containers during such pariod. The Merchant shall also indemnify the Carrier for any loss, damage, injury, fines, or expenses caused or incurred to Container while under into control.

The defences and limits of liability provided in this Bill and under law, shall apply in any action against the Carrier for loss or damage to the Goods, whether the action can be founded in contract or tort

1 The Good may be stawed by the Carrier using containers, trailers, trainsportable tanks, flats, palets, or similar articles of transport used to consolidate goods.
(2) Containers, trainsportable tanks, and covered flats, whether stawed by the Carrier or received by him in a stawed condition from the Merchant, may be carried on or under deck without notice to the Merchant, the Merchant, and the Good's whether carried on deck or under deck, dual participate in general average and shall be demed to be within the definition of goods for the Hague Rules and carried subject to those Rules.

Where the Carriage called for by this Bill is a Port to Port Shipment. The lability (if any) of the Carrier for loss of or damage to the Goods occurring from and during biology around a set of the set of the Carrier for loss of or damage to the Goods occurring the Carring of Edicot by Set 4.
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When where we change, (1) the Correr is not under any lability in respect of terms of the factors causing the labil change, in table only be blacks to the starts that these factors for which he is dised worth in classes we contributed to the labor of mage. The blacked of priving that the labor of lamage uses due to see on owner, specification (1) and (1) a