


Sea waybill for combined transport or port to port shipment

*Combined transport (subject clauses 5, 6 and 7)

Shipper		B/L No.
Consignee		Reference
Notify Party		 <p>W.E.C. LINES</p> <p>W.E.C. Lines España, S.L.U. T +34 93 268 33 61 Metal-lurgia, 32-34, 5ª planta F +34 93 319 62 19 08038 Barcelona E info@wec-lines.es ESPAÑA www.weclines-spain.es</p> <p>AGENTS AT PORT OF DISCHARGE:</p>
Pre-Carriage by	Place of Receipt*	
Ocean Vessel	Port of Loading	
Port of Discharge	Place of Delivery*	
		Freight Payable at
		Number of original Bs/L

Marks and Numbers Containers nos. & seals nos.	Description of Packages and Goods (Continued on attached Bill of Lading Rider page(s), if applicable)	Gross weight in kilos	Measurement in cbm

PARTICULARS FURNISHED BY THE SHIPPER – NOT CHECKED BY CARRIER – CARRIER NOT RESPONSIBLE (see cl. 15)

FREIGHT AND CHARGES	Mode of transport:	RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in the box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF THE GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO. ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND THE TERMS AND THE CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER. Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorised representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorisation at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill. IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.
Total no. of Packages	DEMURRAGE Upon expiration of free utilisation period of container(s) demurrage is to be paid by the merchant prior to release of cargo. Free utilisation period and demurrage rate according to carriers tariff is available upon request.	Place and date of issue:
Declared value (cl. 8.3)		Signed on behalf of the Carrier: By: _____ (as agents only)

1. DEFINITIONS

The following definitions shall apply in this Sea Waybill:
Carrier means WEC LINES SPANNA, S.L.U.
COGSA means the provisions of the Hague-Visby Rules...

6. U.S. TRADE LAURET

Notwithstanding the provisions of clause 5, for carriage to or from any part of the United States, its territories or possessions, or if suit is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the COGSA and to the provisions of the Pomerene Act...

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 original seal as affixed by the Merchant or its servants or agents, the seal shall be considered established bona fide circumstances in which the original seal was replaced, the Carrier shall not be liable for any shortage of Goods...

and severally liable to the Carrier for the payment of all Freight and charges and for the performance of the obligations of each of them hereunder. Any Person engaged by the Merchant to perform for or on behalf of the Merchant any service or work shall be considered to be exclusively the Merchant's agent for all purposes, and any payment of Freight to such Person shall not be considered payment to the Carrier...

Hague Rules: means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 with the express exclusion of Article I.
Hague-Visby Rules: means the provisions of the Hague-Visby Rules, 1968 as Amended by the Protocol adopted at Brussels on 23 February 1968, and 21st December 1979 (GDR Protocol) where applicable. Notwithstanding anything to the contrary herein it is expressly agreed that nothing herein shall contractually apply the Hague-Visby Rules to this Sea Waybill and they shall apply only when compulsorily applicable by the law governing this Sea Waybill.

7. AFRICA CLAUSE

In case of carriage to or from the continent of Africa, the responsibility of the carrier prior to loading on or off the vessel shall be determined by a port in the continent of Africa shall be determined by the provisions of 5.1 above, notwithstanding any other provisions to the contrary in this Bill of Lading.

13. REFRIGERATION, HEATING, INSULATION

Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Sea Waybill. The Merchant shall be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage, nor for the consequences of the Goods being loaded at a higher temperature than that required for the carriage, nor for the consequences of the Goods being loaded at a higher temperature than that required for the carriage...

18. CARRIER'S LIEN

THE CARRIER, ITS SERVANTS OR AGENTS SHALL HAVE A LIEN ON THE GOODS AND ON ANY PROCEEDS THEREOF FOR THE FREIGHT AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHOMSOEVER DUE. THE CARRIER, ITS SERVANTS OR AGENTS SHALL ALSO HAVE A LIEN AGAINST THE MERCHANT FOR THE FREIGHT AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHOMSOEVER DUE...

Merchant: includes the Shipper, Consignee, holder of this Sea Waybill, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods or of this Sea Waybill or anyone acting on behalf of any of them.

8.2 Compensation and Liability Provisions
Subject always to the Carrier's right to limit liability as provided for hereunder, if the Carrier is liable for loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods, plus Freight and Insurance, if paid, if the Carrier is liable for loss of or damage to the Goods, such compensation shall be calculated by reference to the market value of such Goods at the place and time they are delivered, or should have been delivered to the Merchant...

13.2 The Merchant must take note that refrigerated Containers are not designed to be cooled or frozen. Goods which have been loaded into a Container at a temperature higher than that specified on the Container shall be at the Merchant's risk for the consequences of the Goods being loaded at a higher temperature than that required for the carriage, nor for the consequences of the Goods being loaded at a higher temperature than that required for the carriage...

19. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

Goods, whether packed, unpacked or not, may be carried on deck or under stowage without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck or on deck. The Merchant shall be deemed to have agreed to the carriage of such Goods on deck or under stowage without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried under deck or on deck...

Port-to-Port carriage: means carriage between the Port of Loading and the Port of Discharge.

8.2.1 (a) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

13.3 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigeration or heating machinery, or from any other defect of the Container or of any other facilities, provided that the Carrier exercised due diligence before releasing the empty Container to the Shipper.

19.2 Goods which are out of gauge and/or are stowed on or in open top containers, flat racks, and/or which are stowed on the front 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, and the Merchant shall be deemed to have agreed to the carriage of such Goods on deck or under deck without notice to the Merchant and without any responsibility whatsoever on the part of the Carrier...

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

8.2.2 (a) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

13.4 The Carrier does not warrant refrigeration or heating machinery, but shall exercise care in its operation and maintenance while in the loss, possession or control of the Carrier, and shall be responsible for the recording of temperatures in any form other than any refer log book maintained on board the Vessel. The Carrier does not intend to comply with the provisions of the International Protocol unless noted on the front hereof and additional Freight is paid.

20. MATTERS AFFECTING CARRIER'S PERFORMANCE

20.1 The Carrier shall not be liable for any loss or damage to the Goods arising from hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and whatsoever arising which cannot be avoided by the Carrier by the exercise of due diligence and due care, notwithstanding the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was made, or in the event of such hindrance, risk, danger, delay, difficulty or disadvantage may at its sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:

Contracted Parties and Warranty
The contract evidenced by this Sea Waybill is between the Carrier and the Shipper. The Shipper who is the only party entitled to give the Carrier instructions relating to the carriage of the Goods is the Shipper, the Merchant and in particular the Consignee with a legible copy of the Terms and Conditions contained in this Sea Waybill. Every Person defined as "Merchant" is jointly and severally liable to the Carrier for the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Sea Waybill and to pay the Freight due under it without deduction or set-off. The Shipper warrants that in agreeing to the terms and conditions in this Sea Waybill, the Goods or the carriage of the Goods is with the authority of the owner of the Goods, or of the Person entitled to the possession of the Goods of this Sea Waybill, or of the Merchant.

8.2.2 (b) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

14. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES

Inspection - The Carrier shall be entitled, but shall be under no obligation, to open and/or scan any package or Container at any time and to inspect, weigh, measure, count, test, examine, or otherwise examine the Goods. The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigeration or heating machinery, or from any other defect of the Container or of any other facilities, provided that the Carrier exercised due diligence before releasing the empty Container to the Shipper.

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whether or not it is stipulated in this Sea Waybill or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; and

3. CARRIER'S TARIFF
The terms and conditions of the Carrier's applicable Tariff are incorporated into this Sea Waybill in full. The Carrier's Tariff includes all charges concerning additional charges including demurrage, per diem, storage expenses and legal fees, etc. A copy of the applicable Tariff can be obtained from the Carrier. The Carrier's Tariff is subject to change and it is deemed to know and accept such Tariff. In the case of any conflict or inconsistency between this Sea Waybill and the applicable Tariff, it is agreed that this Sea Waybill shall prevail.

8.2.2 (c) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

14.1 The Carrier shall be entitled, but shall be under no obligation, to open and/or scan any package or Container at any time and to inspect, weigh, measure, count, test, examine, or otherwise examine the Goods. The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigeration or heating machinery, or from any other defect of the Container or of any other facilities, provided that the Carrier exercised due diligence before releasing the empty Container to the Shipper.

(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Sea Waybill. The Carrier shall endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or

4.1 SUBCONTRACTING AND INDEMNITY
The Carrier shall be liable for the carriage of the Goods under this Sea Waybill as the whole or any part of the carriage, including liberty to further subcontract.

8.2.2 (d) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

15. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY

15.1 The Merchant shall be responsible for the description of the Goods in 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 box entitled "Containers Receipt" on the front hereof. The Merchant shall be responsible for the description of the Goods in 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 box entitled "Containers Receipt" on the front hereof.

(c) suspend the carriage of the Goods and place them at the disposal of the Merchant at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable to deliver the Goods, and the Merchant shall be deemed to have agreed to the carriage of such Goods on deck or under deck without notice to the Merchant and without any responsibility whatsoever on the part of the Carrier...

4.2 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (e) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

15.2 The Merchant shall be responsible for the description of the Goods in 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 box entitled "Containers Receipt" on the front hereof.

20.2 If the Carrier elects to invoke the terms of this clause 19, then notwithstanding the fact that the Goods are received by the Carrier with such additional Freight and costs as the Carrier may determine.

4.3 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (f) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

15.3 The Merchant shall be responsible for the description of the Goods in 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 box entitled "Containers Receipt" on the front hereof.

21. NOTIFICATION AND DELIVERY
21.1 Any mention in this Sea Waybill of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not constitute a breach of any obligation to relieve the Merchant of any obligation hereunder.

4.4 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (g) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

15.4 The Merchant shall be responsible for the description of the Goods in 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 box entitled "Containers Receipt" on the front hereof.

21.2 SHOULD THE SHIPPER REQUEST THE CARRIER TO DELIVER THE GOODS TO A PORT OR PLACE OTHER THAN THAT INDICATED ON THE FRONT HEREOF, AGREEMENT TO SUCH CHANGE SHALL BE AT THE CARRIER'S SOLE DISCRETION AND THE CARRIER SHALL, IN ANY EVENT, BE ENTITLED TO CHARGE THE SHIPPER THE SHIPPER'S REQUEST IS IN WRITING AND IT IS RECEIVED BY THE CARRIER IN GOOD TIME BEFORE NOTICE OF ARRIVAL OF THE GOODS AT THE PORT OR PLACE OF DELIVERY.

4.5 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (h) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

15.5 If by order of the authorities at any place, Goods are detained and/or seized, the Carrier shall be liable for any loss or damage to the Goods arising from such detention and/or seizure, including reasonable legal expenses and costs.

21.3 The Merchant shall take delivery of the Goods 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 merchant's packages and store the Goods ashore or afloat upon the terms and conditions of this Sea Waybill and without prejudice to any other rights which it may have against the Merchant, without notice and without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods, and the Merchant shall be deemed to have agreed to the carriage of such Goods on deck or under deck without notice to the Merchant and without any responsibility whatsoever on the part of the Carrier...

4.6 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (i) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

15.6 The Merchant shall be responsible for the description of the Goods in 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 box entitled "Containers Receipt" on the front hereof.

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4.7 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (j) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

15.7 If by order of the authorities at any place, Goods are detained and/or seized, the Carrier shall be liable for any loss or damage to the Goods arising from such detention and/or seizure, including reasonable legal expenses and costs.

21.5 Release of the Goods for delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall constitute an absolute waiver and abandonment by the Merchant of all claims, demands, or claims whatsoever relating to the Goods or the carriage thereof. The Carrier shall be entitled to an indemnity from the Merchant for all costs whatsoever incurred, including legal costs, in connection with the carriage of the Goods and/or disposal of the Goods and/or disposal of the Goods.

4.8 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (k) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

15.8 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local WEC Lines office. The Merchant shall be responsible for the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carriage party for any loss or damage to the Goods or the carriage thereof, or of damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carriage party or her owners to the other or non-carriage party or her owners as part of their claim against the 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 colliing ship, are the owners or operators of the vessel.

21.6 The Merchant shall take delivery of the Goods 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 merchant's packages and store the Goods ashore or afloat upon the terms and conditions of this Sea Waybill and without prejudice to any other rights which it may have against the Merchant, without notice and without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods, and the Merchant shall be deemed to have agreed to the carriage of such Goods on deck or under deck without notice to the Merchant and without any responsibility whatsoever on the part of the Carrier...

4.9 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (l) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

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4.10 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (m) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

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8.2.2 (n) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

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4.12 The Carrier 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 the Carrier or any other Person performing the carriage of the Goods or the part of such Goods, if any such claim or allegation should nevertheless be made against the Carrier or any other Person performing the carriage, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.

8.2.2 (o) and to the extent the Hague Rules or Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clause 5.1, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event exceed the amount of the market value of the Goods at the place and time they are delivered, or should have been delivered to the Merchant...

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