Full terms and conditions of this Bill of Lading are available at and may also be downloaded from www.zm.com

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Carrier - means Zm Integrated Shipping Services Ltd.*Shipper* means the named Shipper as inserted in the "ShipperExporter" box on the face of this Waybill

Carrier - means Zm Integrated Shipping Services Ltd.*Shipper* means the named Shipper as inserted in the "ShipperExporter" box on the face of this Bill of Lading, or any substitute thereto, and any vessel, feeder vessel, lighter, burge, ship, watercraft or any other from the shipper, including any Container not supplied by or on behalf of the Carrier. * "Newset" - means the "uses a lamed on the face of this Bill of Lading, or any substitute thereto, and any vessel, feeder vessel, lighter, burge, ship, watercraft or any other container, and the properties of the ship of Lading and the Carrier and the Car

CONTRACTING PARTIES

The contract evidenced by this Waybill is between the Carrier and the Shipper, subject to Clause 23. The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage. The Shipper shall be liable towards the Carrier for fulfillment of the various undertakings, responsibilities and liabilities as detailed hereunder or in connection herewith.

Unless the Shipper has exercised his option under paragraph (d) below, he shall be the only party entitled to give the Carrier instructions in relation to the contract of carriage. Should the Shipper request the Carrier to deliver the Goods to a person other than the Consignee named on the front hereof, agreement to such change shall undermify the Carrier against any additional costs, expenses, delays and looses cause thereby, and only if it is received by the Carrier in good time before notice of arrival of the Goods has been sent out by the Carrier's agent at destination.

The Consignee, by requesting delivery of the Goods, undertakes all liabilities of the Shipper hereunder, such undertaking being additional and without prejudice to the Shipper's shall have the option, to the exercised not later than the receipt of the Goods by the Carrier, to transfer the right of control to the Consignee. The exercise of this option must be noted on the Wijefull of a smaller document, if any, Where the option has been exercised, the Consignee shall have such rights as referred in panegraph (t) above and the Shipper shall coset to have each rights.

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e from. 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 the Servant shall to this extent be or be deemed to be a party to this contract.

CARRIER'S RESPONSIBILITY:

The Carrier's hall be liable for the Goods from the time they are received in the Carrier's sole custody until delivered from the Carrier's sole custody, in accordance with the terms and conditions of this Waybill and the Carrier's tanffs, and in the event that it is proved that damage, loss or delay were sustained to or in connection with the Goods whilst under the actual and legal custody and care of the Carrier, and in circumstances which impose responsibility on the Carrier, and as follows:

PORTIO PORT CARRIAGE:

In case of Port to Port Carriage, save in respect of Goods carried to or from the U.S.A. (as to which see clause 4III), the Carrier's responsibility and/or liability (if any 1) for loss, damage or delay to the Goods, shall be subject and determined in accordance with the Hague-Visby Rules which are hereby fully incorporated into this

sy) for loss, damage or denity to the toocus, status as sources and the carriage from the Place of Receipt to the Port of Destination or Final strikins DTRANSPORT.

In Carrier undertakes to perform and/or in his own name to procure performance of the carriage from the Place of Receipt to the Port of Destination or Final straints, or from the Port of Loading to the Final Destination, whichever applicable.

the period of the carriage during which loss, damage or delay occurred is unknown - the Hagus-Visby Rules, or U.S. COGSA for shipments to refrom or through to U.S.A. (as to which see clause 41ll), half apply, as if the loss, damage or delay occurred during carriage by sea. — the tesponsibility and liability of the Carrier shall be determined by the Hagus-Visby the loss, damage or delay occurred is known to have occurred during mand carriage the responsibility and liability of the Carrier shall be determined by the loss, damage or delay occurred is known to have occurred during mand carriage the responsibility and liability of the Carrier shall be determined by the provisions contained in any international convention or national law which provisions contained in any international convention or national law which provisions contained in any international convention or national law which provisions contained in any international convention or national law which provisions contained in Clause 41ll(d)) above do not apply, in accordance with the contract of carriage, or tariffs of any inland carrier under whose custody the loss or image occurred, or (b) (c)

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the loss or damage occurred.

the loss or damage occurred.

the absence of such contract of clauses 4H(d(x)) above do not apply, in accordance with the contract of carriage, or turiffs of any inland carrier under whose custody the loss or the absence of such contract or turiff mentioned in Clause 4H(d(x)) above, by the Hague Visby Rules, or U.S. COGSA for shipments to or from or through the SA. (as to which see clause 4H).

SA. (as to which see clause 4H).

The contract of the contract of the contract of the contract of the carriage if and loss or damage or dealy were caused by any the cort of the contract of the Cods of the C

test's lability shall never exceed the terms otherwise provided for in this Weybill. If for any reason, the Carrier upon winten request, out in a special set the stability of loss, damage or delay to the Goods shall be determined in accordance with Clause All Heroof.

of responsibility and liability
or over, including where carriage is performed under CY/CY or FCL/FCL carriage terms, will the Carrier be responsible for loss, damage or delay to the Goods, as the Port of Loading or, if contracted for, prior to the accomplishment of the loading of the Goods at the Carrier be responsible for loss, damage or delay to the Goods, as the Port of Loading or, if contracted for, prior to the accomplishment of the loading of the Goods at Mac or Receipt into the Carrier be responsible for loss, damage or delay to the Goods at the Carrier be responsible for loss, damage or delay to the Goods at the Carrier between the Carrier between the Carrier between the Carrier between the Carrier ball into the Shippe's or Consigner's means of transportation. However, in case and to the extent that any applicable to the Carrier ball into the Shippe's or Consigner's means of transportation. However, in case and to the extent that any applicable grounds of the sec clause 4III) under gave a device of the Carrier shall not be Higger's count of the Carrier shall not be liable for any loss of or damage or delay to the Goods, when such loss or damage or delay occurs while the Goods are incurs does not carrier shall not be liable for any loss of or damage or delay to the Goods are being beld at the express order of any own of the Carrier shall not be liable for any loss of or damage or delay to the Goods, when such loss or damage or delay occurs while the Goods are incurs the Carrier shall not be liable for any loss of or damage or delay to the Goods are the carrier shall not be liable for any loss of or damage or delay to the Goods are the carrier shall not be liable for any loss of or damage or delay to the Goods are the carrier shall not b

Vigoretimental authority, including but not limited to government terminals and warehouses, or when the cooos are using usua as the cooperation of the property of the cooperation of th

act.

Arrier shall be entitled by the terms of this contract to enjoy (and nothing in this Waybill shall be construed as depriving or limit such entitlement) the full benefit of nghts to, all limitations of and exclusions from liability and all rights conferred, or authorized by, any applicable law, convention, statute or regulation of any y and any continues or terms of carringe of the Carrier's besvunts and without prejudice to the generality of the foregoing also of any convention, statute are regulation of any and any continues of the convention of the convent

cause whatsoever or for any loss of prouts.

DELAY AND CONSEQUENTIAL DANACES.

The Carrier does not guarantee or undertake to load, carry, discharge or deliver the Goods on or by any particular Vessel, date or time. Advertised sailings and arrivals are only estimated schedules, and are subject to amendments and/or cancellation without any advance notice.

Arrival times at any point or place at any stage during the carriage, even if required to meet any particular market schedules or use, are not guaranteed by the Carrier.

Arrival times at any point or place at any stage during the carriage, even if required to meet any particular market schedules or use, are not guaranteed by the Carrier.

Arrival times at any point or place at any stage during the carriage, even if required to meet any particular market schedules or use, are not guaranteed by the Carrier is fiable for any such delay, then subject to the terms and conditions of this Weybill, it shall be only liable for any actual physical loss or damage to the Goods according to Clause 4, to the exclusion of any consequential damages due to delay, such as for loss of profits, marketing opportunities etc.

shall be the responsibility of the Shipper to contact the Carrier regarding time of arrival of the Goods. The Carrier is not obliged to give notice of the arrival of the soods and no responsibility whatsoever shall attach to the Carrier or his agents for not giving such notice.

NOTICE OF LOSS, TIME BAR
Inless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at Final Destination (for Port of Sentiation, if no Final Destination has been contracted hereof) before or at the time of removal of the Goods into the custody of the Shipper or named Consignee, or Sentiation, if no Final Destination has been contracted hereof) before or at the time of removal of the Goods into the custody of the Shipper or named Consignee, or set of the Goods in the Whybill. If any event, the Carrier shall be discharged from all and any liability whatsoever in respect of the Goods unless suit is brought within one year of their delivery or of the date when they should have been delivered.

METHODS AND ROUTES OF CARRIAGE
The Carrier may at any time and without notice to the Shipper

(a) (1) (2) any means of transport or storage whatsoever; safer the Goods from one conveyance to another including but not limited to transshipping or carrying same on a Vessel other than the Vessel named on the face of, or by any other means of transport whatsoever, even though transshipment or forwarding of the Goods may not have been contemplated or provided for

of, or by any other meats on utansport what occurred the many of t

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attacker (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port solution. The provided provided is a supplied to provide the Port of Destination), store the Goods at any such port or place; in the Vessel to proceed with or without to tor or to be towed, or to be dry-decked, with or without Goods and/or Contrainers on board; must be Vessel to proceed with or without places to just minimal to international government, institution of authority or any Person or body purporting to act or to be fall of the aforestad, or having under the terms of the instantance on any conveyance employed by the Carrier the right to give orders or directions as to ding, departure, routes in transit (including infund routes) posts of eall, roads, stoppages, destination, arraval, discharge, delivery, inspections or confiscations, or in other way whatsoever, and the Carrier shall be exempted from all liability or damage to the extent caused as a result of the afforestad or in connection therewith. Illimited to by Jondang or unloading other goods, bunkering, embarking or disembarking any persons), undergoing registras, and assisting other vessels under any unustances. Anything done or not done in accordance with Clause 8 (d) or any delay arising there from shall not be considered as a deviation and shall constitute performance by the Carrier of all to doligations becaused, and in any such extent.

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due performance by the Carrier of all its obligations hereunder, and in any sucin event, the Carrier snatus or sun region.

OPTIONAL STOWAGE AND ON-DECK CARRIAGE:
Goods may be stuffed by the Carrier in or on Containers, and such Goods may be consolidated with other goods.
Goods, whether or not stuffed in Containers, may be carried on deck or under deck, at the sole discretion of the Carrier, at any available location on board the Vessel, without notice to the Shipper: The Carrier does not guarantee under deck stowage.
If carried on deck, the Carrier shall not be required to note, mark or stamp on the Walbe element of such on-deck carriage. Save as provided in sub-clause. If carrier does the carrier shall not be required to note, mark or stamp on the Walbe element of such on-deck carriage. Save as provided in sub-clause. If the Carrier does not such that the stamp of the Walbergood of the Carrier does not be such that the definition of Goods for the purpose of the lawyed Valley Rules or U.S. COGSA and shall be carried subject to such Rules or Act, whichever is applicable, as well as in accordance with the terms and conditions of this Warbill.

and the provision of Clauses (b), 9(c) above, Goods which are stated to be carried on deck and live animals, are carried solely at Shipper's risk and lity, without any responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage, whether caused by inness or nealizence or any other causes whatsoever, and neither the Hague Veshy Rules nor U.S. COGAS shall apple.

Uncentrolled by the Carrier are and shall remain the sole property of the Carrier, without the Shipper having any rights or interest therein. Containers will be put at the disposal of the Shipper on amount Constgueres subject to appropriate interchange form being entered into in respect of such Containers. Containers released put at the disposal of the Shipper on amount Constgueres subject to appropriate interchange form being entered into in respect of such Containers. Containers seleased until redelivered to the Carrier. The Shipper shall indemnify the Carrier for all loss of under damage and/or delay to such Containers including and for loss of use of the Carrier.

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I findedirected to the Carrier. The Simpper Statia informanty use Carrier to an oxes to among some to work.

Le Containers, we owrranty or representation, implied or express, concerning the Containers (including, Refrigerated Containers and gen-sets) or their opposents interchanged. Responsibility for proper inspection, control and operation of the Containers upon interchange and while not under Carrier's custody is with the Shipper and its own agents and servants.

stainer demurrage, Container detention, storage, wharfage and/or pier/quay rent shall be based on Carrier's regular charges, and are payable by the Shippers.

Shippers is responsible for returning at his risk, expense and responsibility the empty Containers is usual condition with interiors brushed and clean and odor free her fort of Destination, or Final Destination, if contracted for, or to any other point or place designated by the Carrier, his servants or agents, within the prescribed interior brushed and clean, the Shipper stall be fiable for all losses and/or damage, liabilities, denurrage, detention, charges, costs, expenses (including but not itted to legal fees), resulting there from.

REFRIGERATED CONTAINERS:

RIGERATED CONTAINERS.

The control does not undertake to early the Goods in refrigerated, heated, insulated, ventilated or any other specifically equipped Container (thereinafter referred to the property of the Shipper as such, but the Carrier will treat such Goods or Container and Container packed by or on behalf of the Shipper as such, but the Carrier will treat such Goods or Container and the Shipper, and are noted on the face of this Waybill, and special freight as required has been paid as agreed upon in writing bets Carrier and the Shipper, and are noted on the face of this Waybill, and special freight as required has been paid as agreed upon in writing bets Shipper undertakes not tender for carriage any Goods which require refrigeration, ventilation or humilarly controls (as the case may be) or any other special shipper undertake to the carriage any Goods which require refrigeration, ventilation or humilarly controls (as the case may be) or any other special controls. In the absence of clear and specific handling instructions by the Shipper, the Carrier shall not be liable for any clear of container and which they have been packed by or on behalf of the Shipper is in the observation of the Shipper to show them properly as the refrigerated Container of the shipper in the particular of the Shipper is shirt or the shipper to show them properly as read-circumstances does not guarantee the maintenance of the intended temperature, ventilation or humilarity instances does not guarantee the maintenance of the intended temperature, ventilation or humilarity instances due to contain the particular of the shipper in the performance of such obligations or such containers does not guarantee the maintenance of the intended temperature, ventilation or humilarity instances due to contain the particular than the particular t

will exercise reasonable cure to maintain temperature level at plus or minus 5 °C of the temperature noted herein, is not designed to monitor and control humidity levels which are not guaranteed at any time.

As regards the Goods carried by agreement of the Carrier in Refrigerated Container, the Carrier shall exercise due diligence to properly maintain the function the Refrigerated Container while being under his actual custody and control, however it shall not be liable for any kind of loss of or damage to the Goods caus latest defects, derangement or mechanical breakdown occurring during carriage and/or while under Carrier's responsibility, caused without the actual fault actual carrier carrier shall not accept any responsibility for the operation of Refrigerated Container supplied by or on behalf of the Shipper. The Carrier shall not accept any responsibility for the operation of Refrigerated Container supplied by or on behalf of the Shipper. The Carrier of the Container of the Container are refreshing to the Goods were maintained and all time while under Carrier's responsibility.

The term "apparent good order and condition" or similar wording when used in this Waybill with reference to Goods which require refrigeration, ventilation or separal attention does not ment afthe Goods and or their condition, when received, have been verified by the Carrier as complying with the designated of the Goods carrier. (h)

of the Goods carried.

CONTAINERS STUFFED BY SHIPPER AND UNCONTAINERIZED GOODS.

The Shipper warrants that the Goods are fit for all intended modes of transport, storage, packing or otherwise handling, that the Goods are lawful goods, and con no contraband, druise, other tillegal substances or stowards, that the Goods are being shipped in compliance with every applicable law, regulation or directive, that the Goods will not cause loss, damage, injury, liability, or expense to the Carrier or to any person, property, or the environment. The Shipper confirms that he is fully acquainted with the Containers, the operation and use therefor alm that the Containers are completely suitable for his purp. The Shipper confirms the value of the Containers and the Containers are completely suitable for his purp. The Shipper confirms the value of the Containers and the Containers are completely suitable for his purp. The Containers are contained to the Containers and the Containers are contained and the Containers are completely suitable for his purp. The Containers are contained and the Containers are contained and the Containers are contained as a container are contained

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SHIPPER DECLARATIONS:

The Shipper warrants the correctness of the declaration of contents, quantity, nature, definition, weight, measurement and packing method of the Goods, whether containerate or not. The Shipper, by accepting this Waybill, confirms that he has checked and approved the particulars and description contained therein. The Shipper shall be responsible for all consequences of incorrect declarations as a foresaid, including but not limited to any damages, fines and costs. The Shipper shall comply with all regulations or requirements of customs, port and other authorities, and shall be area in pay all dittines, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, freight for any additional carriage undertaken), incurred or suffered by reason thereof, or by the costs of any allegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the circ in respect thereof, reason of any light, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the circ in respect thereof, and the contract of the costs of the

DANGEROUS OR HAZARDOUS GOODS:

The Shipper undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive, noxious, explosive, hazardous, injurious or damaging nature, whether or not so itself in any official or unofficial applicable international, federal, national, domestic laws and regulations, without previously defined the property of the contract of the property o

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of arising fluctures of the Goods.

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Goods. Refusal by the Shipper or named Consignee to take delivery of the Goods in accordance with the terms of this Clause and/or to mitigate any loss or damage thereto, shall constitute a warver by the Shipper of any claim whatsoever relating to the Goods or the carriage thereof. Where, pursuant to the law or regulations applicable at destination, the Carrier is required to discharge the Goods into the custody of customs, port or other authority or third party, the Carrier's compliance with such law or regulations shall constitute a due delivery of the Goods and be deemed to be proper performance of the contract of carriage becentured, and the Carrier shall not be responsible or halled for such delivery.

or third party, the Carrier's compliance with susen aw or regulations saint constitute a use curried to carrier gain to the Carrier's alto the Car

any, and reasonable compensation for any extra service rendered to the Goods.

FREIGHT AND CHARGES:

The Shipper is obliged to pay freight

Freight including but not for my extra service rendered to denurrage, curchanges and charges as applicable abilit be paid in each written discount, set-off and/or deduction

Full freight, including but not for missible all estimations to be considered as earned and the our receipt of the Goods by the Centre and non-entirable in many

event, ship and/or Goods lost or not lost. Freight and all other amounts mentioned in this Wayfull shall be paid in the currency determined at the option of the Carrier

Freight is calculated on the basis of particulars farmished by or on behalf of the Shipper are incorrect it is agreed that a sum equal to either double the difference between the correct ricepial and the freight charged or to double of the correct freight

Shipper are incorrect if is agreed that a sum equal to either double the difference between the correct ricepial and the freight charged or to double of the correct freight

Shipper shall also pay all expenses uncurred by the Carrier in secretaining the said particulars

All dues, taxes or charges or other expenses in connection with the Goods and all additional amounts for which the Shipper is lable to the Carrier under this Wayfull shall be paid by the Shipper on demand.

CARRIER'S TARIFF:
The Carrier's freight tariff rules and regulations shall be deemed incorporated herein as if set forth at length and are available at any of the Carrier's offices.

The Carrier's freight tariff rules and regulations shall be deemed incorporate userum as an accommendation of the Carrier under the Carrie

General Average shall be adjusted at any port or place at the Carrier's or the Vessel's owner's option, and shall be settled according to the York-Antwerp Rules 199-and symenthments thereof, unless otherwise nequired by the Vessel's owners, in which case as stotified by the latter. The Both-to-9 latme Collision and New Jason Chauses published and/or approved by BIMCO and obtainable from the Carrier or his agent upon request are hereby A herein. Thereby waives his right, if any, to declare General Average and to a general average adjustment, unless the General Average sacrifices and expenditururred by the Shipper exceed US\$250,000.-.

PACKAGE LIMITATION AND DECLARATION OF VALUE
The liability of the Carrier and/or the Vessel for any loss or damage to the Goods or in connection therewith shall in no event exceed the per package limitation.

(b)

PACKAGE LIMITATION AND DECLARATION OF VALUE
The liability of the Carrier and/or the Vessel for any loss or damage to the Goods or in connection therewith shall in no event exceed the per package limitation contained in the Hague-Visby Rules.
If U.S. CUGSA applies by virtue of Clause 4III, the liability of the Carrier and/or the Vessel shall not exceed US\$500- lawful money of the United States per package
If U.S. CUGSA applies by virtue of Clause 4IIII, the liability shall in no event exceed GIBP 100 per package or unit.
In any other event the provisions of Clause 4IIII(d) shall apply.
Furthermore, the Carrier's liability if any, shall not exceed the market value of the Goods at the time and place they should have been delivered. Should, however, the unvoice value of the Goods be lower than the market value at the time and place of elselvey, the Carrier will only pay the invoice value.
Ad Valoren: - The limitations of liability mentioned above shall not apply in the event that the nature and value of the Goods be lower than the market value at the time and place of elselvey, the Carrier will only pay the invoice value.
Ad Valoren: - The limitations of liability mentioned above shall not apply in the event that the nature and value of the Goods be lower than the market value at the time and place of elselvey in Carrier will only pay the invoice value.
For limitation purposes under the Hague-Visby Rulos or U.S. COGSA, it is agreed that the meaning of the word "package" shall be any palletized and/or unitized assemblage of cartons which has been palletized and/or unitized for the convenience of the Shipper, regardless of whether said pallet or unit is disclosed on the front hereof. (f) (g)

LAW AND JURISDICTION:

All and any claims and/or disputes arising uncer this wayou on a comment the law at:
the place where the Carrier has its Head Office, namely Haifa, Israel, or
the place where the Carrier has its Head Office, namely Haifa, Israel, or
the Law and the Law and the Usa. Jay the United States District Court for the Southern District of New York, N.Y., U.S.A.
The has above courts, respectively, shall have exclusive jurisdiction and, therefore, no proceedings shall be brought before any other court.

Notwithstanding the above, the Carrier shall have the right to bring a claim against the Shipper in any other competent court, in which case the law of such court shall prevail. (a) (b)

SETTLEMENT OF CLAIMS

Unless instructed to the contrary by the Shipper, prior to the commencement of carriage and noted accordingly on the face thereof, the Carrier will, subject diversied terms and conditions, process any claims only with the Consignee. Claims settlement, if any, shall be a complete discharge of the Carrier's liability diversied terms and conditions, process any claims only with the Consignee. Claims settlement, if any, shall be a complete discharge of the Carrier's liability and admitterizes the Consignee to bring suit against the Carrier in his own name but as agent of the Shipper and warrants that he has the authority so to accept and the consignees of the Consignees

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