

NON-NEGOTIABLE SEA WAYBILL

			FOR COME	INED TRANSPORT SH	IPMENT OR PORT TO PORT SH	HPMENT	
Shipper/Exporter (complete name and address)				SWB NO.			
				SWB NO.			
Occione (altrea falla)							
Consignee (not negotiable)				ARKAS Line			
Notify Party (complete name and addres	s - carrier not responsible for fa	ilure to notify see clause	12(1))				
				Management: İstanbul - Turkey Tel: (90 212) 337 53 00 arkasline@arkasline.com.tr			
Pre-carriage by*			RECEIVED by	the Carrier from the Shipper in	apparent good order and condition (unles	ss otherwise	
Place of Receipt*	Port of Loading		mentioned, to subject to all t	stated herein), the goods or the container(s) or package(s) said to contain the cargo herein mentioned, to be transported to such place as agreed, authorized or permited herein and subject to all the terms and conditions appearing on the front and reverse of this Sea Waybill			
Ocean Vessel Voy.No.			customs noty weight, meas	to which the Merchant agrees by accepting this Sea Waybill, any local privileges and customs notwithstanding. This particulars given below as stated by the Shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. The Carrier has had no possibility to check whether these particulars are correct.			
Port of Discharge	Place of Delivery	*	Delivery of th proper proof	e Goods will be made to the of identity and authorization	ty to check whether these particulars a Consignee or his authorized represent n without the need of producing or su	tative upon	
		Porticulors	copy of this S				
Container No. and Seal No. Marks & Nos.	Quantity and Kind of Packages	ntity and		s of Goods	Measurement (N Gross Weight (K	√1 ³) .GS)	
TOTAL NUMBER OF CONTAINERS OR OTHER PACKAGES OR UNITS RECEIVED BY THE CARRIER		No	1-NEC	OTIAB			
FREIGHT & CHARGES	Revenu	e Tons	Rate	Per Prepaid	Collect		
Ex. Rate	Prepaid at	Payable	e at	Shipped on board			
Place and date of issue	MOVEMENT No. of		SWB (s)	Date Signed as Agents on behalf of the Carrier			
Term				ARNAS CONTAI	NER TRANSPORT S.A.		

* FOR COMBINED TRANSPORT ONLY

ARKAS CONTAINER TRANSPORT S.A. Sea Waybill It is mutually agreed that: 1.DEFINITIONS

eceipt and or the Final Destination are shown on the

. Includes any container, flat, open top, open sided container transportable tank or e of transport used to consolidate cargo. all mean the cargo described on the face of this Sea Waybill. Shall include the Shipper, Consignee, the Holder of the Sea Waybill, the Receiver as he nonds.

he goods.

18 Shipment: Arises when the Port of Loading and the Port at Discharge only are shown on the fand neither the Place of Receipt, nor the Final Destination are stipulated on the face hereof.

A: Means the U.S. Carriage of Goods by Sea Act of 1936, a samended.

On: Words in the singular shall include where the context admits the pitral and vice versa on.

ENERAL CONDITIONS

Sea Waybill is issued for a contract of carriage which is not ered by a Bill of Lading or similar document of title.
withstanding the application of the Haque Rules, Haque Visby Rules, US COGSA, or of any similar vention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.
coppting this Sea Waybill, the Shipper expressly accepts and agrees to, on their own behalf and on all of the Consignee, the Owner of the Goods, the Merchant and the Receiver, and warrants that I have authority to do so, all the terms and conditions whether printed, stamped or otherwise viporated on this and on the [overleaf and reverse side] and the terms and conditions of the Carrier's include that and they were all spined by the Shipper included the state of the Carrier's the

be of their authorized representatives. This Sea wayonills into a document of their solid or very will be made, after payment of any outstanding Freight and charges, only on provis oof of identity and of authorization at the Port of Discharge or Place of Delivery, as approprie need to produce or surrender a copy of this Sea Waybill.

OUNT CLAUSE

If yapill is not a bill of lading and no bill of lading will be issued. It is mutually agreed that this IShall have effect subject to the provision of the IShall have effect subject to the provision of the ISHALL SUBJECT SUBJ

uisoly applicable, in which case this Sea waypit shail naive effect subject to the provision glistation.

If the provision of the provision o

e rules nor the Hague Visby Rules nor US COGSA shall apply where the gode animals or cargo which is stated on the face bereof as being carried on derevenue me Hague rules nor the Hague Visby Rules nor US COGSA shall apply where the goods carried hereunder are live animals or cargo which is stated on the face hereof as being carried on deck and is so carried. If the Carrier's liability is anyway implicated, the liability of the Carrier shall be limited Visby Rules, or US COGSA, as applicable. Nothing contained and otherwise to the Hisgue Rules, the Hague Rothing contained in this Sea Wäybill shall be deemed to be a surrender by the Carrier of any of his rights and immunities or an increase of any of his responsibilities under the said Enactments or under any other statutory protection or exemption from or limitation of flability. All the provisions herein contained shall inure not only to the benefit of the All the contained of the contractor performing services to the goods. A CARRIER'S TARIER'

affler, fils agents, servents, very consistency of the goods, the goods of the good

ITY
hant warrants that in agreeing to the terms hereof he is or has the authority of the person
titled to the possession of the Goods and this Sea Waybill.
hant warrants to the Carrier that the particulars relating to the Goods as set out overleaf
necked by the Merchant on receipt of this Sea Waybill and that such particulars, and any
sa furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also
the Goods are lawful Goods and contain no contraband, drugs or other illegal substances,
and that the Goods will not cause loss, damage or expense to the Carrier, or to any other

Merchant shall indemnify the Carrier against all loss, damage, fines and expenses arising or g from any breach of any of the warranties in Clause 5(2) hereof or from any other cause in clino with the Goods for which the Carrier is not responsible.

A Merchant shall comply with all regulations or requirements of customs, port and other times, with the provisions of applicable enticorruption laws, including but not limited to the United Convention against Corruption (2005), the U.S. Foreign Corrupt Practices Act of 1977, the U.K. when the inversion of the process of gs, narcotics or other illegal substances wi blied by the Merchant or any stowaways d in respect thereof.

demnify the Carrier in respect uneson. JURISDICTION my claim against the Carrier arising under this Sea Waybill shall be decided according to the Turki war and in the Courts of Izmir, Turkey, to the exclusive jurisdiction of which the Carrier and the Mercha ubmit themselves, unless the carriage contracted for hereunder was to or from the United States, thich case suit shall be filed exclusively in the United States District Court for the Southern District ew York and U.S. law shall exclusively apply.

i. e incidental to the Port to Port shipment, the carrier arranges for pre-carriage, on-carriage, rland storage prior to loading or after discharge from the Ocean vessel, loading or unloading into or from containers, or the supply of containers as a shoresad the Carrier shall be entitled to from the Merchant the full freight for the entite carriage including the charges incurred by the agent for the Merchant. Any such charges shall be deemed freight, within the definition of

withstanding the Port to Port shipment nature of the contract, any competent Court or Tribunal de that the Carrier is liable as principal for any pre-carriage, on-carriage, carriage inland in handling of goods, the Carrier's liability, if any, shall be determined in accordance with the of clause 7 (8) below (Combined Transport).

was unuser (to) below (Combined Transport).

MBINED TRANSPORT

rifer shall be responsible for loss or damage to the following extent but no further:
respect to loss/damage howsever occurring within the period of responsibility under clause
labove, liability of the Carrier shall be determined under the aforesaid clause.
respect of loss of damage howsever occurring outside the period of responsibility referred to
respect of loss of damage howsever occurring outside the period of responsibility referred to
red by the Carrier in respect of such loss or damage from the party to whom the Carrier has
fracted the handling, storage, precarriage or on carriage of the goods.
Carrier, without limiting sub-clause (ii) above, shall be relieved of liability for loss or damage
such loss or damage can be reasonably attributed of their in part or in whole to:
ongful act or omission of the Merchant.
filliency or defective condition of the packing in the case of goods which by their nature
let to loss or wastage or to be damaged when not packed or when not properly packed.
Illing, stowage, losding, or unloading of the goods by or on behalf of the Merchant.
Elicency or inadequacy of marks or numbers on the nonde conserting or constitution.

indior attempt thereat and/or loss or damage to the goods caused by any third party, are cause or event whatsoever or howsoever arising unless it is proven that the loss or damage on an act or omission of the Carrier done with intent to cause loss or damage or recklessly owledge that loss or damage would probably result. Not proven when the loss or damage occurred the loss or damage shall be deemed to have obtable the Carrier's period of responsibility within meaning of clause 7 (A) (I) above. The continuation of t

damage sustained by the Merchant occasioned through delay whether by reason of representation otherwise by the Carrier, his servants or agents. The Carrier shall in no circumstances whatsoever be liable for indirect or consequential loss

ant and the Carrier or his agent agreed in writing under the deck shipment (before ing the carriage of the goods) the Carrier shall have the option to Load containers to the Shipper, and if they are so carried the Hague Visby Rules shall apply and

In the continue of the continu

story cordainer before use.

arrier shall be under no liability whatsoever in the event of loss or damage to any of the goods rindirectly caused by the manner in which the goods have been packed or stowed in the sor by the unsuitability of the goods of container carriage.

Berchant hereby agrees to indemnify the Carrier against all and any lossidamage which the yeaustain or against liability to any person which the Carrier may incur on account of personal coss or damage to properly due to the manner in which the goods have been packed and/or sits the container or due to the unsuitability of the container.

Berchant further agrees to indemnify the Carrier against any additional expense, fines of the container container.

Berchant further agrees to indemnify the Carrier against any additional expense, fines of the container

he supply of a contents a war and a period of the condition of the container unless such unsuitability or condition be attributable fective condition of the container unless such unsuitability or condition be attributable nece on the part of the Carrier.

all be entitled but under no obligation to open any container at any time and to inspect thereupon appears that the contents or any part thereof cannot safely or properly be ret at all or without incurring any additional expenses or taking any measure in relation retis contents or any part thereof. The Carrier may aband on the transportation thereof retis contents or any part thereof, the Carrier may aband on the transportation thereof the constitution of the delivery under this Sea Waybill. The Merchant he Carrier against any reasonable additional expenses so incurred, reserves its right to assign the Container for inland transportation, so that any

equently, the parties re any to perform an inland and risk of this inland tra

for returning the empty containers clean and in a useable condition in all respect and the carriage of cargo of any description the port or place of discharge or other place by the Carrier within the time prescribed to them. Should a Container not be return within the the prescribed to them.

Carrier his servants or Agents shall have a lien on the goods and the right to sell the privately or by public auction for all freight (including additional freight payable under Clai or, dead freight, demurage contained returning and storage charges detention charges at Average contributions and all other charges and expenses whatsoever including (not limit the cases and expenses of exercising such lien and such sale including legal fees and also say unsatisfied debts whatsoever due to him by the Merchant. Without prejudice to the for mer shall be entitled to lien the Merchant's cargo for any and all of the above even end with on-carriage, pre-carriage and/or inland carriage whatsoever and/or storage and chart constituting the Carrier as his Agent for the purposes of arranging such carriage as e Carr

he Carrier shall be entitled to lien the Merchant's cargo for any and all of the above even though concerned with no-carriage, encreainage and/or inland carriage whatsover and/or storage and despite he Merchant constituting the Carrier as his Agent for the purposes of arranging such carriage and any torage. Nothing in this Clause shall prevent the Carrier from recovering from the Merchant the the design of the Carrier and the amount of the carrier and the amount enalized by the exercise of the rights given to the Carrier under this clause. If without prediction to the generality of the foregoing notwithstanding that the property in the Goods shall have passed to an Endorsee of the Sea Waybill or Consignee named herein and irrespective of whether or not the Carrier shall have exercised his lien, the Carrier shall be entitled: a) To recover from the Shipper or the party on whose behalf the instruction to ship the Goods was nade (herinafter referred to as the Principal?) frieglit, deal relight, charges (whether relating o storage landing or dentroll propenses, primage, general average contribution or demurrage charges there is any stipulation on the face of the Sea Waybill to the effect freight/charges have been paid or are payable at destination). b)To recover from the Shipper of the goods or the principal the replacement value of any container consigned to the Consignee/ Receivers premises and not returned by any reason of being solidestroyed within the time preserbed under Clause 8 (v) hereof to the port or place of discharge for the Receiver/Consignee, the researches after the Carrier has consigned the same to the Receiver/Consignee, the research so referred the principal of the goods all, duties, taxes, fines, imposts, xorenes, less or damage referred to in Clause 14 (in) below.

H TO BLAME COLLISION CLAUSE

"In comes in to collision with another ship as result of the negligence of the other ship and any cor of dealth of the Master, Mariners, pilots or the servant of the Carrier in the navigation or in general of the Ship, the Owners of the Sodos carried hereunder will indemnify the Carrier loss or liability to the other non-carrying ship or her Owners in so far as such loss or liability loss of or damage to or any claim whatsoever of the Owners of the said Goods paid or palyable er or non carrying ship or her Owners to the sold Goods paid soff, recouped duty the other or non carrying ship or her Owners and the said Goods and set off, recouped duty the other or non carrying ship or her Owners as part of their claim against the carrying arm. The foregoing provisions shall also apply where the Owners, Openators or those in the said of the collising shape or objects are at fault to a sollishing or contest.

sect to a collision or contact. JASON CLAUSE WAR RISKS CLAUSES 1 AND 2 are deemed to be incorporated in this Sea

GENERAL AVERAGE AND SALVAGE
General average shall be payable according to York-Antwerp Rules 1974 and shall be

black selected by the carrier.

It of accident, danger, damage or disaster before or after the commencement of sulfing from any cause whatsoever whether due to negligence or not for which or quence of which the carrier is not responsible by statute contract or otherwise the Merchant shall contribute with the Carrier in General Average to the syment pay salvage and special charges incurred in respect of the goods vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if yo yessel or vessels belonged to strangers. Such deposit as the Carrier or his agents findent to cover the estimated contribution of the goods and any salvage and special to the carrier of the goods.

NOTIFICATION AND DELIVERY

Merchant of any obligation hereunder.

Merchant of any obligation hereunder.

the Carriage called for by this Sea Waybill is a Port to Port Shipment, the Carrier in any liability, nor the Carriage called for by this Sea Waybill is a Port to Port Shipment, the Carrier shall ry to discharge the Goods or any part thereof without notice directly they come to hand any wharf craft or place on any day and at any time whereupon the liability of the Carrier respect of the Goods or that part thereof discharged as aforesad shall wholly cease indig any custom of the port to the contrary and notwithstanding that any charges dues uppenses may be or become payable. The Merchant shall take delivery of the Goods aforesad shall be for the Merchant's account. The Carriage called for by this Sea Waybill is Combined.

the 13 shall apply to receive a Goods specifying or describing the exact nature at the port of discharge or place of delivery be or damage is not apparent, within three (3) const to have been delivered as described in this Semi shall be discharged from all liability in respect. he exact nature of such loss or damage is given in writing of delivery before or at the time of delivery of the Goods hree (3) consecutive days after delivery, the Goods had in this Sea Waybill. In any event the Carrier and its lilly in respect of nondelivery, mis-delivery, delay, loss or rafter delivery to the Goods shall lity in respect of nondelivery, mis-delivery, delay, loss or rafter delivery of the Goods or the date when the Goods

Net transpirations currency occurrency of the vessel sain or, freight primage and changes remaining unpaid after due date shall on an entire the paid on any freight primage and changes remaining unpaid after due date shall be paid on any considerable and taseed upon the particulars of sheet by the Shipper to the Carrier The Carrier shall be entitled at any time to open and re-measure or re-value any goods and if the weight or measurement or value as furnish oper is found to be incorrect, freight shall be paid by the Merchant on the excess weight ents or value so ascertained together with the expenses incident to re-weighing or re-valuing which expenses shall be considered as freight. The Merchant shall, if requirers so to do furnish forthwith on demand to the Merchant the invoice or a true copy ther the conds.

poods.

and shall comply with the regulations and requirements of Port. Customs and other is shall be liable for all duties, taxes, fines, imposts, expenses, loss or damage of ure imposed on the Goods or the Carrier/Vessel in connection therewish. In the event of plying with the port customs or other regulations at the port of discharge or any of the is, raining and entity being refused by the Port. Customs or other appropriate Authorities, at tilberty to bring back or re-ship such Goods to the port of shipments at the self is standard to the complainment of the programment whether caused by reddisoner or rout.

ER'S LIBERTIES IN THE EVENT OF BLOCKADE, DELAY, ETC.

hostilities, strike, port congestion, lock-outs, stoppages, any other cause whatsoever beyond the Carrier's control threatened and whether or not existing or anticipated n matters or any of them in the judgment of the Maste be absolute and binding on all parties) may result in dan or risk of capture, seizure or detention of vessel or carg with a second se

ed to such convenient port, as the Carrier shall in his absolute discretion select and Goods Good back to the country of shipment and discharge them there, the Goods on board the ship and/or return them to the original port of discharge in resubstituted ship and there discharge the Goods at the sole risk and expertise off the signee and/or Owner of the Goods. How convenient place as the Carrier shall in discretion select, and discharge the Goods from the container. When the Goods have ender of discharged from the Ship or container as herein provided they shall thereafter sole risk and expense of the Merchant and such discharge shall constitute a full color of the Carrier shall in color and the Carrier shall be considered to the container. When the Goods have the Carrier shall be appeared to the Ship and the Carrier shall be appeared to the shall be deemed to be earned hereunder and the Carrier shall be appeared to the discharge to the foreign liberties opether with freight and charges) he shall have a lien on the Goods. The Carrier shall to be entitled in any of the afforesaid circumstances to levy on the Goods additional

DURKER COSTS). CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS by Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriar

nant undertakes that no claim or allegation shall be made against any

Initiating the property of the provided in the provided provided for in this Sea Waybill shall apply in any action the provided provided for in this Sea Waybill shall apply in any action the provided provided provided provided provided in the provided pro

ous nature and for radioactive material must not be tendered for shi leclaration has been previously given to the carriers, sub-carriers, r codes of dangerous or hazardous nature and for radioactive material must not be tendered for shipment tensa a written certificate of declaration has been previously given to the carriers, subscripers, master 17 hat the Codes and if applicable, the container, flat trailer etc. are adequately packed. 17 hat the Codes and if applicable, the container, flat trailer etc. are adequately packed. 17 het provided to the code of the code of the codes of produce the code of th

THE SCOPE OF THE VOYAGE

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voyage, I ne Cartier shall not be responsible for any loss sustained by the Merchant through cellay of mirval of the Code.

(I) If at any time the carriage is or is tikely to be affected by any hindrance, risk, delay, difficult or disadavantage of any kind (including the condition of the Godds), whensoever and howseever arising (whether or not the Carriage has commenced) the Carrier may:

(a) Without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Godds shall cease.

(b) Without projudice, to any event the Carrier's right subsequently to abandon the Carriage under (a) above, to which the Carriage and the Merchant shall pay any additional cost resulting from the above-mentioned circumstances.

idinue the Carriage, in any event the currier stem be accessed to the above-mentioned unstances.

Carriage and the Merchant shall pay any additional cost resulting from the above-mentioned unstances.

The Carriage has the Carrier in respect of the Goods shall case on the delivery or other disposition the Goods in accordance with the orders or recommendations given by any opvernment or hority or any person acting or purporting to act as or on behalf of such government authority.

SUBSTITUTION OF VESSEL TRANSSHIPMENT FORWARDING
enever the Carrier or the Master may deem it advisable, or, in any case, where the Goods are sisgned to a point where the vessel does not expect to discharge, the Carrier or Master may competed to the control of the control we have been and in the Careful of t

CARRIER'S RIGHT OF DISPOSAL

arges.

DESCRIPTION OF GOODS
representation is made by the Carrier as to the weight, contents, measure, quantity, quality, criterion, condition, marks, numbers or value of Goods and the Carrier shall be under no

4. TEMPÉRATURE CONTROLLED CARGO
The Merchant undertakes not to tender for transportation any Goods which require temperative with the control without previously giving written notice (and filling in the box, on the front of this secepit if this Cargo receipt has been prepared by the Marchant or a person acting on his first mature and perticular temperature range to be maintained and in the case of a temperature range to be maintained and in the case of a temperature range to be maintained and in the case of a temperature range to be maintained and in the case of a temperature range to be maintained and in the case of a temperature range to be maintained and in the case of a temperature range to the case of a temperature range to the case of a temperature range of the case of a temperature range of the case of t

s caused by such non-compliance ier underfakes to provide ship's electric current to keep the refrigeration system of the plugged whilst on board and control and set the thermostatic controls on the particular range as described by the Merchant on the front of this Sea Waybil, rier shall not be liable for any loss of or damage to the goods arising from defects, the streakdown, stoppage of the temperature controlling machinery, plant, insulation aratus of the container provided that the Carrier shall before or at the beginning of the arces due diligence to maintain the artifigerated container in an efficient state, provided the stress due diligence to maintain the artifigerated container in an efficient state, provided the state of the container provided when the state of the state of the state of the state of the container provided when the state of th

way of a credit note. Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that compensation higher than that provided for in this Sea Wayhill may not be claimed unless, with the off the Carriage and is stated in writing on the Sea Wayhill and extra frielyth paid. In such a case, the amount of the declared value shall be substituted for the limits laid down in this Sea Wayhill. Any partial loss or damage shall be adjusted pro rata on the basic of such declared value. In any event, the

is Sea Waybill shall be separable and, if any term or provision hereof or any part of any is shall be invalid to any extent, it shall be invalid to that extent, but no further and such all not affect the validity or enforceability of any other term or provision hereof. No to of the Carrier shall have the power to waive or vany any of the terms hereof unless variation is in writing and is specially authorized or ratified in writing by Carrier.

T.LANDING CHARGES
Charges (and so page 1) and lacese be landed by the vessel and not by the Merchant. All the landing charges did all expenses arising after discharge of the cargo including discharge on to quay, surtax d'entrepot, evedroing handling, overtime, tally, quay dues, wharfage dues, storage ets shall be payable by the erchants against delivery Lighterage and expenses of weighing, measuring, valuing and country of airny, after of discharge, to be paid by the Merchant of the goods, any custom or alleged custom ne port to the contrary notwithstanding.

LIABILITY OF SERVANTS AND SUB-CONTRACTORS

repressly agreed that no servants or agent or the Carrier, including any independ to resemblyed by the Carrier in any circumstances whatsoever be under any liab to represent the control of the contro

er warrants to the Carrier that the particular relating to the Goods as set our ocked by the Shipper on receipt of this Sea Waybli and that such particle are furnished by or on behalf of the Shipper are correct, and the state of the Shipper are correct, and experience that the state of the Shipper are correct, and the state of the Shipper are considered to the Shipper are considered to the Shipper and the Shipper are considered to the Shipper and the Shipper are considered to the Shipper are correct, and the Shipper are correct to the Sh

rier is not responsible. gulations or requirements ies taxes, fines, imposts, by reason of any illegal

The Merchant shall comply with all reg thorities and shall bear and pay all duli-curred or suffered by reason thereof or I imbering or addressing of Goods and inder Where containers owned or leased by sponsible for returning the empty Conta-cessories; if any to the port or place of dis-tryants or agents within the time prescribe scribed time. The Merchant shall be liable