

CODE NAME: "WORLDFOODWAYBILL"

Shipper

NON-NEGOTIABLE
LINER WAYBILL

LWB No.



U.N./F.A.O. WORLD FOOD PROGRAMME

Via Cristoforo Colombo 426,
00145 Rome,
Italy

Reference No.

Consignee **(not to order)**

Name of Owner

Name of Liner Operator *)

Notify address

Draft Copy

Vessel

Port of loading

Port of discharge

Marks and Nos.

Number and kind of packages; description of goods

Gross weight

Measurement

Particulars furnished by the Merchant

Draft Copy

Freight details, charges etc.

SHIPPED on board at the port of loading the goods as specified above according to Merchant's declaration in apparent good order and condition - unless otherwise stated herein - weight, measure, marks, numbers, quality, contents and value unknown.

The goods shipped under this Liner Waybill will be delivered to the Party named as Consignee or its authorised agent, on production of proof of identity without any documentary formalities. Carrier to exercise due care ensuring that delivery is made to the proper party. However, in case of incorrect delivery, no responsibility will be accepted unless due to fault or neglect on the part of the Carrier.

This Liner Waybill which is not a document of title to the goods is deemed to be a contract of carriage which is subject to the exceptions, limitations, conditions and liberties set out overleaf.

Freight payable at

Place and date of issue

Signature for and on behalf of the Master and Carrier/Liner Operator

*) Only to be filled in if applicable



U.N./F.A.O.
WORLD FOOD PROGRAMME



Recommended by
The Documentary Committee of
THE BALTIC and INTERNATIONAL MARITIME COUNCIL (BIMCO),
Copenhagen

NON-NEGOTIABLE LINER WAYBILL

CODE NAME: "WORLDFOODWAYBILL"
EDITION 1989

1. Definition

(a) Wherever the term "Merchant" is used in this Liner Waybill, it shall mean U.N./F.A.O. World Food Programme.
(b) Whenever the term "Carrier" is used in this Liner Waybill it shall mean the Owner of the vessel named herein and/or the Liner Operator.

2. Carrier's Undertaking

The Carrier undertakes to transport the cargo shipped under this Liner Waybill from port of loading to the port of discharge in accordance with the terms of this Liner Waybill. The Carrier shall be responsible in accordance with the terms of this Liner Waybill for the acts or omissions of any person including but not limited to sub-contractors of whose services the Carrier makes use in order to perform such carriage.

3. Paramount Clause

This Liner Waybill is a contract of carriage and a non-negotiable receipt. It is not a Bill of Lading and no Bill of Lading will be issued. However it is agreed that:

(a) Unless the Hague Rules apply pursuant to sub-paragraph (b) hereof, the Hague-Visby Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading dated Brussels 1924 as amended by the Protocol signed at Brussels on 23rd February 1968 are to govern the contract for the carriage of goods whether on deck or under deck contained in or evidenced by this Liner Waybill as if the Liner Waybill were a Bill of Lading. It is agreed that whenever the Brussels Convention and the Brussels Protocol or any statute incorporating the same uses the words "Bill(s) of Lading" such words shall be read and interpreted as meaning "Liner Waybill(s)".

(b) Subject to sub-paragraph (c) hereof in circumstances where the Hague-Visby Rules as implemented in sub-paragraph (a) are not applicable, the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading dated Brussels 25th August 1924 as enacted in the country of shipment shall apply to the contract of carriage of cargo whether on deck or under deck contained in this Liner Waybill as if the Liner Waybill were a Bill of Lading. When no such legislation is in force in the country of shipment the corresponding legislation of the country of destination shall apply and when no such enactment is in force in the country of destination the terms of the said Convention shall apply. It is agreed that wherever the Brussels Convention or any statute incorporating the same uses the words "Bill(s) of Lading" such words shall be read and interpreted as meaning "Liner Waybill(s)".

(c) Carriage to or from the U.S.A.

The carriage of cargo whether on deck or under deck or from the United States of America shall be subject to the Hague-Visby Rules as implemented in sub-paragraph (a) hereof but to the extent that the Hague-Visby Rules as implemented in sub-paragraph (a) hereof are not applicable such carriage shall be subject to the Carriage of Goods by Sea Act 1936 of the United States as if this Liner Waybill were a Bill of Lading in which case such Act shall be deemed to be incorporated herein. It is agreed that whenever the Carriage of Goods by Sea Act of the United States uses the words "Bill(s) of Lading" such words shall be read and interpreted as meaning "Liner Waybill(s)". The provisions of the Hague-Visby Rules or of the Carriage of Goods by Sea Act of the United States (whichever is applicable) shall govern before the goods are loaded on and after they are discharged from the vessel and throughout the entire time the goods are in the custody of the Carrier, their servants or agents or independent contractors including but not limited to the Master, Officers and crew of the vessel, all employees and representatives, all terminal operators, warehousemen, stevedores, watchmen and all other sub-contractors and independent contractors of the Carrier whatsoever.

4. Law and Arbitration

This Liner Waybill shall be governed by English law and any dispute arising out of it shall be referred to arbitration in London in accordance with the provisions of the Arbitration Acts 1950-1979 and any statutory amendment or re-enactment from time to time in force. One arbitrator

to be nominated by the Merchant and the other by the Carrier and/or Liner Operator as the case may be and in case the arbitrators shall not agree then to the decision of an umpire to be appointed by the two arbitrators nominated by the parties, the award of the arbitrators or the umpire to be final and binding upon both parties. If one party fails to appoint an arbitrator for fourteen clear days after the other party, having appointed his arbitrator, has served the party making default with notice to make the appointment, the party who has appointed an arbitrator may appoint that arbitrator to act as sole arbitrator in the reference and his award shall be binding on both parties as if he had been appointed by consent.

Any claim must be made in writing and claimant's arbitrator appointed within twelve months of final discharge and where this provision is not complied with the claim shall be deemed to be waived and absolutely barred.

5. Period of Responsibility

Subject to Clause 3 hereof, the Carrier or his Agent shall not be liable for loss of or damage to the goods during the period before loading and after discharge from the vessel, howsoever such loss or damage arises.

6. The Scope of Voyage

As the vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or any reasonable purpose connected with the service including maintenance of vessel and crew.

7. Substitution of Vessel, Transhipment and Forwarding

Provided expressly arranged beforehand or mutually agreed, the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to tranship, land and store the goods either on shore or afloat and reshipe and forward the same at Carrier's expense and subject to the terms of this Liner Waybill.

8. Loading, Discharging and Delivery

of the cargo shall be arranged by the Carrier's Agent unless otherwise agreed.

Landing, storing and delivery shall be for the Merchant's account unless performed for the Carrier's convenience or otherwise agreed.

Loading and discharging may commence without previous notice.

The Merchant or his Assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and - but only if mutually agreed between the Merchant and the Carrier - also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and deadfreight is to be paid.

The Merchant or his Assign shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver and - but only if mutually agreed between the Merchant and the Carrier - also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfillment of the contract, or alternatively to act under Clause 14.

The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above.

9. Options

The port of discharge for optional cargo must be declared to the vessel's Agents at the first of the optional ports not later than 48 hours before the vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Liner Waybill only.

10. Freight and Charges

(a) Prepayable freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred.

(b) The Merchant shall be liable for the cost of fumigating, gathering, sorting and weighing on board of loose cargo and of repairing and/or replacing packing if caused by excepted perils unless such costs or a proportion thereof are recoverable in general average.

(c) Any dues, duties, taxes and charges which under any denomination may be levied on freight or cargo shall be paid by the Merchant.

(d) The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through non-observance by the Merchant of Custom House and/or import or export regulations.

(e) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods to claim the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified.

11. Lien

The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims.

12. General Average

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974 or any modification thereof at any port or place at Carrier's option.

13. New Jason Clause and Both-to-Blame Collision Clause

If the adjustment of General Average or the liability for any collision in which the vessel is involved while performing the carriage under the terms of this Liner Waybill, which govern the transportation of the cargo described on the front page of this Liner Waybill, falls to be determined in accordance with the law and practice of the United States of America, the following clauses shall apply:

New Jason Clause

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the Carrier is not responsible, by Statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo.

If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agent, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Carrier before delivery.

Both-to-Blame Collision Clause

If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the Servants of the Carrier in the navigation or in the management of the vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set-off, recouped or recovered by the other or non-

carrying vessel or her owners as part of their claim against the carrying vessel or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

14. Government Directions, War, Epidemics, Ice, Strikes, etc.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the transport would expose the vessel or any goods onboard to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port to be agreed between the Carrier and the Merchant.

(c) Should it appear that epidemics, quarantine, ice - labour troubles, labour obstructions, strikes, lock-outs, any of which onboard or on shore - difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port to be agreed between the Carrier and the Merchant.

(d) The discharge under the provisions of this clause of any cargo for which a Liner Waybill has been issued shall be deemed due fulfilment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the goods.

(e) If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Liner Waybill is issued.

(f) The Merchant shall be informed as soon as possible.

15. Exemptions and Immunities of all servants and agents of the Carrier

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions 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 all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this Liner Waybill.

The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other from such servant or agent of the Carrier for any such loss, damage or delay or otherwise.

16. Optional Stowage. Unitization

(a) Goods may be stowed by the Carrier as received, or, at Carrier's option, by means of containers, or similar articles of transport used to consolidate goods.

(b) Containers, trailers and transportable tanks, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.

(c) Notwithstanding the fact that the goods are being carried on deck, the goods shall contribute to general average and shall receive compensation in general average.

17. Title to Cargo Clause

It is mutually accepted and agreed that the Merchant has full rights to claim and receive substantial and not merely nominal damages for any damage to and/or loss of cargo carried under this Liner Waybill and for any losses or liability incurred by the Merchant arising in connection with such carriage.