ST.LUCIA DISTILLERS ROSEAU P.O.BOX 823 **CASTRIES** ST.LUCIA CONSIGNEE **CARIBBEAN SPIRITS** 

## DRAFT WAYBILL NON NEGOTIABLE

**VOYAGE NUMBER** UA760N

WAYBILL NUMBER

LC1255527

NORTH BERGEN, NJ 07047

2220 91st STREET USA

C/O WESTERN CARRIERS

SHIPPER

NOTIFY PARTY, Carrier not to be responsible for failure to notify

SAME AS CONSIGNEE ATTN: EDWARD HAMILTON TEL: 312 489 2361

**EXPORT REFERENCES** 

CARRIER: CMA CGM - Société Anonyme au capital de 175 000 000 euros Head Office: 4, quai d'Arenc - 13002 Marseille - France Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95 -Telex: 401 667 F B 562 024 422 R.C.S. Marseille

CMA CGM

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT	NUMBEI	R OF ORIGIN	IAL WAYBILLS
				VIRGINIA BEACH, VA	ZERO (0)		
OCEAN VESSEL		PORT OF LOADING		PORT OF DISCHARGE	FINA	FINAL PLACE OF DELIVERY*	
CONRAD S		VIEUX F	ORT	NEW YORK, NY	NORTH BERGI	NORTH BERGEN, NJ	
MARKS AND NOS CONTAINER AND SEALS	NO AND OF PACK	—		ND GOODS AS STATED BY SHIPPER ND COUNT SAID TO CONTAIN	GROSS WEIGHT CARGO	TARE	MEASUREMENT
CMAU1671395	1 x	20ST	18 CASKS OF RUM		6295.000	2190	20.000

SEAL B0125287

LITRES STRENGTH

Cask 5 Year Old Aged Rum 187.45 59.40% 1 Cask 5 Year Old Aged Rum 195.92 59.20% 1 1 Cask 5 Year Old Aged Rum 195.30 58.90% Cask 5 Year Old Aged Rum 199.65 58.80% Cask 5 Year Old Aged Rum 189.37 59.20% Cask 5 Year Old Aged Rum 192.44 59.90% 1 Cask 7 Year Old Aged Rum 194.06 63.10% 1 Cask 7 Year Old Aged Rum 196.81 65.20% Cask 7 Year Old Aged Rum 199.09 63.00% Cask 7 Year Old Aged Rum 178.18 63.40% Cask 7 Year Old Aged Rum 184.72 68.00% Cask 7 Year Old Aged Rum 187.84 66.40%Cask 8 Year Old Aged Rum 187.61 63.20% Cask 8 Year Old Aged Rum 193.46 63.30% Cask 9 Year Old Aged Rum 186.90 61.00% Cask 9 Year Old Aged Rum 199.93 61.80% Cask 9 Year Old Aged Rum 185.07 64.90% 1 Cask 9 Year Old Aged Rum 197.58 65.50%

PSN: ALCOHOLIC BEVERAGES

UN Number: 3065 - IMDG Class: 3 - PG: III -

Flashpoint: 23°C

Continued on Next Sheet Sheet 1 of 2

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

## ADDITIONAL CLAUSES

4. Cargo at port is at receiver risk, expenses and responsibility 5. FCL

77. THC at destination payable by consignees as per line/port tariff

84. Ground rent/storages costs at POD for Consignee's account according to port rates.

191. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions set for on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US\$ 500 per package, or customary freight unit if goods are not shipped in package.

194. For the purpose of the present carriage, clause 14(2) shall exclude the application of the York/Antwerp rules, 2004.

214. U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service contracts filed with the FMC

216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all

losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge

225. The shipper acknowledges that the Carrier may carry the goods identified in his bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel. 236. By tendering the hazardous goods for carriage, Merchant guarantees the accuracy of the description

of the goods and undertakes to warn the consignee, the notify party, and all its sub contractors on the transport, storage and handling prescriptions referred to in the IMDG Code and the Material Safety Data Sheet. Merchant's particular attention is drawn on clause 20 of this bill of lading.

274. The Merchant is responsible for returning any empty container, with interior clean at the designated place, and within 60 days following to the date of release, failing which the container shall be construed as lost. The Merchant shall be liable to indemnify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not limited to liquidated damages equivalent to the sound market value - or the depreciated value due by the Carrier to a container lessor. The Carrier is entitled to collect a deposit

RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of containers or other packages or units indicated above by the Merchant for carriage, subject to all the terms hereof (including the terms on page one) and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery, whichever applicable. This Waybill is deemed to be a contract of carriage as defined in Article I (b) of the Hague Rules and Hague Visby Rules although this is not a document of title to the Goods. DELIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper instructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if this agreement has been made between them and the Shipper guarantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants that he has authority to do so

All actions against Carrier under the contract of Carriage evidenced by this Waybill shall be brought before the "Tribunal de Commerce de MARSEILLE" and no other Court shall have jurisdiction with regards to any such action. Actions against the Merchant under the contract of Carriage evidenced by this Waybill may be brought before the "Tribunal de Commerce de MARSEILLE" or, in Carrier's sole discretion, in another court of competent jurisdiction.

This Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills.

(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

CASTRIES, ST LUCIA PLACE AND DATE OF ISSUE 10 JUN 2013 SIGNED FOR THE SHIPPER \*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED TRANSPORT BILL OF LADING

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM St. Lucia Ltd. as agents for the carrier CMA CGM S. A.



## **DRAFT WAYBILL NON NEGOTIABLE**

VOYAGE NUMBER **UA760N** 

WAYBILL NUMBER LC1255527

PRE CARRIAGE BY*		PLACE OF RECEIPT*		FREIGHT TO BE PAID AT	NUMBER	NUMBER OF ORIGINAL WAYBILLS	
				VIRGINIA BEACH, VA	ZERO (0)		
OCEAN VESSEL		PORT OF LOADING		PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
CONRAD S		VIEUX FORT		NEW YORK, NY	NORTH BERGEN, NJ		
MARKS AND NOS	NO AND KIND				GROSS WEIGHT	TARE	MEASUREMENT
CONTAINER AND SEALS	OF PACK	AGES	SHIPPER'S LOAD STOW A	IND COUNT SAID TO CONTAIN	CARGO		

Weight in Kgs Total: 1 CONTAINER(S)

Continued From Previous Sheet

Sheet 2 of 2

6295.000

2190

20.000

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

**ADDITIONAL CLAUSES** 

from the Merchant at the time of release of the container which shall be remitted as security for payment of any sums due to the Carrier, in particular for payment of all detention and demurrage and/or container indemnity as referred above.

CASTRIES, ST LUCIA PLACE AND DATE OF ISSUE 10 JUN 2013 SIGNED FOR THE SHIPPER

TRANSPORT BILL OF LADING

\*APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM St. Lucia Ltd. as agents for the carrier CMA CGM S. A.