

NON-NEGOTIABLE SEA WAYBILLS

To be given to a Merchant (Shipper) prior to the issuance of a Non-Negotiable Sea Waybill in order to deliver cargo to a party nominated by the Shipper ("the Consignee")

NOTICE TO SHIPPERS

It has been agreed that your cargo will move on our vessels against Sea Waybills instead of Negotiable Bills of Lading.

You therefore request MSC to issue Sea Waybills incorporating the following facilities:

1. Without presentation of the relevant Sea Waybills, but upon proof of identification, the cargo shall be released to the party named as "Consignee" on the Sea Waybill. Presentation of the relevant Sea Waybills shall not constitute proof of identification.
2. Unless Shippers formally notify the Line of his disagreement within 5 working days of this notice, this Notice to clients letter, is a formal understanding between MSC and Shippers, which shall be valid for any Sea Waybills request.
3. You are the Shipper of all the Sea Waybill booked by your office, even when your company name is indicated as agent for, or your name followed by On behalf Of. You further agree that on receipt of the Sea Waybill the contract of Carriage is herewith concluded and terms agreed.
4. Towards MSC and despite any legal duties that might exist with Consignee regarding the payments of Freight and charges, you, as the named Shipper on the Sea Waybill shall remain the final responsible for the settlement of all sums due to MSC.
5. Alternative consignee and/or port of discharge, place of delivery:
If you request that the shipment is delivered to a consignee other than the consignee named on the Sea Waybill. After the sea waybill has been issued you agree to be governed by, follow and comply with MSC's then current procedures, which shall include the return of all Sea Waybills. If lost the Shippers must sign a personal Standard Form Letter of Indemnity to be given in return for issuing a duplicate Sea Waybills when first is lost.
6. (a) Unless the shipper has exercised his option under sub-rule (b) below, he shall be the only party entitle to give instructions in relation to the contract of carriage.
Unless prohibited by the applicable law, he shall be entitle to change the name of the consignee and/or port of discharge, at any time up to arrival at port of discharge, provided he give the carrier reasonable notice in writing, or by some other means acceptable to the carrier, thereby undertaking to indemnify the carrier against any additional expense caused thereby.
(b) The Shipper shall have the option, to irrevocably renounce any right to vary the identity of the Consignee during transit. The shipper undertake to indemnify MSC, their agents, servants, subcontractors and the Owners of the carrying vessels against all claims, liabilities, losses, costs and expenses arising from miss delivery of cargo, if effected in accordance with (a) above.

Yours faithfully,