

AGREEMENT FOR USING SEA WAYBILL

(Short Agreement Hereafter)

BETWEEN

1. Shanghai Jinjiang Shipping (Group) Co., Ltd., with their registered office address at, Shanghai, China (hereinafter referred to as “Carrier”).

2. _____, with their registered office address at _____, _____, (hereinafter referred to as “Merchant”).

Each of the above participants shall be referred to individually as the “Party” and together as the “Parties”.

NOW IT IS HEREBY AGREED AS FOLLOWS:

Both Parties signed this Agreement agree and undertake to observe the CMI Uniform Rules for Sea Waybills for the purpose of using Carrier’s Sea Waybill in cargo transportation.

FOR THE PURPOSE of safe and fast cargo delivery, the Merchant hereby requests the Carrier to issue Carrier’s Sea Waybill for his shipment and the Carrier hereby agree to provide the aforesaid service to the Merchant subject to the following conditions;

1. The Carrier undertakes to provide the aforesaid service between the following places or ports, whichever applicable;

Place of Receipt or Port of Loading:

And Port of Discharge or Place of Delivery:

2. The Carrier and his agents undertake to, at Merchant’s request, issue the Sea Waybill(s) to Shipper indicated herebelow by the Merchant and to send the Arrival Notice(s) to the Notify Party, if applicable, indicated here below by the Merchant and to deliver the Goods carried under the Sea Waybill(s) to Consignee indicated herebelow by the Merchant:

a. Shipper

Names:

Address:

Tel:

Fax:

b. Notify Party and Consignee (**including Chinese company names**)

Names:

Address:

Tel:

Fax:

3. The Carrier and his agent undertake to deliver the Goods carried under the Sea Waybill(s) to the Consignee on production of the Arrival Notice(s) duly endorsed by the Consignee or the Notify Party, whichever applicable, with his company stamp, the sample of which is provided by the Merchant and indicated herebelow.

Sample of Company Stamp of the Consignee

And if applicable and at Merchant's further request, against the signature of the person who is authorized by the Consignee to claim the Goods carried under the Sea Waybill(s), the sample of which is provided by the Merchant and indicated herebelow,

Name and Sample of Signature

and, if applicable and at Merchant's further request, on production of the abovementioned person's identity card, the number and/or photocopy of which is/are provided by the Merchant and indicated herebelow.

Number and/or Photocopy of Identity Card

4. The Merchant undertakes to pay the freight, storage charges, container detention charges and other charges, if any to Carriers, agents at the Port of Loading or the Place of Receipt or the Port of Discharges or the Place of Delivery, whichever applicable.
5. The Carrier undertakes to change the Sea Waybill(s) to Carrier's Bill(s) of Lading in case the Merchant makes written request prior to the arrival of the carrying vessel and return the original Sea Waybill issued to Carrier's agents and pay the due charges.
6. This Agreement shall not be effective unless and until the Merchant provides evidence of its creditworthiness which is satisfactory to the Carrier. The Merchant understands that this provision does exempt the Merchant from Carrier's normally applicable credit practices with respect to release of particular Goods, as specified in the clauses of Carrier's Sea Waybill and Carrier's Tariff of general applicability. The Carrier and his agent reserve the right to deem this Agreement breached and to terminate this Agreement in case the above-mentioned freight and/of charges are due and unpaid for more than thirty days.

Duly signed on the _____ days of _____, _____, Valid until _____.

(Duly authorized by the Carrier)

(Duly authorized by the Merchant)