

CODE NAME: "WORLDFOODRECEIPT 99"

NON-NEGOTIABLE
CARGO RECEIPT

WFCR No.

Shipper

Reference No.

World Food Programme, Rome

Consignee (not to order)

Notify address

Vessel

Port of loading

Port of discharge

Shipper's description of cargo

Marks and Nos

Number and kind of packages

Gross weight

Measurement

(of which damage howsoever arising) on deck at Shipper's risk; the Shipowner not being responsible for loss or

Issued pursuant to "Worldfood 99" Voyage
Charter Party dated as indicated hereunder

(Place and date of issue)

RECEIVED on board the cargo specified above, according to Shipper's declaration in apparent good order and condition - unless otherwise stated herein - weight, volume, quantity, quality and value unknown, for delivery at the port of discharge or so near thereto as the Vessel may safely get, always afloat.

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

FOR FURTHER DETAILS SEE OVERLEAF.

Freight payable at

Place and date of issue

Freight payable in accordance therewith.

Signature of the Master

**WORLD FOOD PROGRAMME
NON-NEGOTIABLE CARGO RECEIPT
CODE NAME: "WORLDFOODRECEIPT 99"**

Conditions of Carriage

(1) This document serves as a Cargo Receipt as per Clause 20 of the "Worldfood 99" Voyage Charter Party dated as indicated on the front page of this Cargo Receipt. All the terms, conditions, liberties, clauses and exceptions of the said "Worldfood 99" Voyage Charter Party, including the Law and Arbitration Clause, shall be deemed to be incorporated in this Cargo Receipt and shall govern the transportation of the cargo described on the front page of this Cargo Receipt. In addition, the provisions set out below shall apply to this Cargo Receipt.

(2) Paramount Clause.

(a) This Cargo Receipt is a non-negotiable document. It is not a Bill of Lading and no Bill of Lading will be issued. However, it is agreed that the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 24 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

(b) When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

(c) The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

(d) The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

(e) It is agreed that whenever the Hague Rules and the Hague-Visby Rules or statutes incorporating same use the words "Bill of Lading" they shall be read and interpreted as meaning "Cargo Receipt".

(3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994 or any modification thereof at the place agreed in the said "Worldfood 99" Voyage Charter Party.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew.

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 the "Worldfood 99" Voyage Charter Party, as dated overleaf, which govern the transportation of the cargo described on the front page of this Cargo Receipt fails 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.

For particulars of cargo, freight, destination, etc., see overleaf.