

1. Definitions

"Freight Forwarder" means The Carrier/the Multimodal Transport Operator who issues this B/L and is named on the face of it.

"Merchant" will include, the Consignor (the Shipper), the Consignee, the Holder of this B/L, the Receiver and the Owner of the Goods, or any of them.

"Consignee" means the legal entity entitled to receive the Goods from the Freight Forwarder.

"Taken in Charge" means that the Goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in the B/L.

"Goods" means any property, not supplied by the Freight Forwarder, including live animals as well as containers, pallets or similar articles of transport or packaging, irrespective of whether such property is to be or is carried on or under deck.

2. Applicability

Notwithstanding the heading "Multimodal Transport Bill of Lading (B/L)" the provisions of this B/L shall apply even if only one mode of transport is used.

3. Negotiability and title to the Goods

This B/L is issued in a negotiable form unless it is marked "non negotiable" or "not to order". It shall constitute title to the Goods and the holder, by endorsement of this B/L, shall be entitled to receive the Goods herein mentioned. The information in the B/L shall be prima facie evidence of the Taken in Charge by the Freight Forwarder of the Goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper-packed container" or similar expressions, has been made in the B/L.

4. Dangerous Goods and indemnity

The Merchant shall comply with all the laws, rules and conventions, whether national or international, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before Goods of a dangerous nature are Taken in Charge by the Freight Forwarder indicating to him all the precautions to be taken in connection with the carriage of such Goods.

If the Merchant fails to provide such information and at any time the dangerous Goods are deemed by the Freight Forwarder, to be a hazard to life or property, the Freight Forwarder may at any place unload, destroy or render the dangerous Goods or any part thereof and such act will be considered for any purpose whatsoever as the completion of the carriage and as delivering the Goods at the final destination, without the Freight Forwarder being obliged to pay any compensation to the Merchant. Notwithstanding the above, the Merchant shall indemnify the Freight Forwarder against all loss, damage, liability or expense arising in connection with the dangerous Goods being Taken in Charge, including any measure taken as above.

If any Goods shall become a danger to life or property, for any reason whatsoever, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expenses arising there from.

5. Description of Goods and Merchant's Packing and inspection

The consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy and/or adequacy of all particulars relating to the Goods, including their general nature, their marks, number, weight, volume and quantity and, if applicable, the dangerous character of the Goods, as furnished by him or on his behalf for insertion in the B/L. The consignor shall fully indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

The consignor shall remain liable even if the B/L has been transferred by him.

The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of the Goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by a defect or unsuitability of the containers or the transport units supplied by the Merchant or, if supplied by the Freight Forwarder, by the defect or unsuitability of the container or other transport unit, which would have been apparent upon reasonable inspection by the Merchant.

The Merchant shall fully indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Delay in delivery of the Goods

6.1 In no event will the Freight Forwarder be liable for any loss or damage caused to the Goods while same are in the custody and/or control of any of its agents or sub contractors, as long as the Freight Forwarder has contracted with such agents or sub contractors in good faith as may reasonably be expected from a Freight Forwarder in the circumstances of the case.

6.2 The Freight Forwarder shall only be liable for any damage caused in connection with a delay in delivery of the Goods, if the consignor has made a declaration of interest in timely delivery, which has been accepted by the Freight Forwarder and stated in this B/L.

6.3 Only if the Goods have not been delivered within ninety consecutive days following the date of delivery stipulated, if stipulated in this B/L, the Merchant may, in the absence of evidence to the contrary, treat the Goods as lost.

7. Controlled Temperature of the Goods

The Freight Forwarder does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special container(s) nor to carry special container(s) packed by or on behalf of the Merchant as such, and the Freight Forwarder will treat such Goods or container(s) only as ordinary Goods or dry container(s) respectively, unless a special agreement for the carriage of such Goods or container(s) has been agreed to in writing between the Freight Forwarder and the Merchant and is noted on the face of this B/L and unless special freight has been paid as agreed upon. Even if a special agreement for the carriage of such Goods or container(s) has been agreed as above and special freight was paid, the Freight Forwarder shall not be liable for the proper function of special container(s) supplied by or on behalf of the Merchant and to any damage or loss caused in connection with malfunction of such special container(s).

Without derogating from the above, if the Goods are received by the Freight Forwarder in refrigerated container(s) into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly as required. The Freight Forwarder shall not be liable for any loss or damage to the Goods arising out of or resulting from the Merchant's failure of such obligation and further does not guarantee the maintenance of the intended temperature inside the container(s). In the event of any claim in which the temperature of Goods in a refrigerated container is a relevant fact, it is hereby agreed and stipulated that the temperature reflected in the Freight Forwarder records and/or the temperature recording device and/or log book reports maintained by the Freight Forwarder shall be conclusive evidence of the temperature at which the Goods were maintained at all times while under the Freight Forwarder's responsibility.

8. Limitation of Freight Forwarder's Liability

8.1 Assessment of compensation for loss of or damage to the Goods shall be made by reference to the C.I.F value of such Goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this B/L, they should have been so delivered.

8.2 Subject to the provisions of subclauses 8.3 to 8.8 inclusive, and notwithstanding the value of the Goods, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the Goods in an amount exceeding the freight under the Multimodal Transport contract or the equivalent of 868.67 SDR per package or unit or 2 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature and value of the Goods have been declared by the Consignor in writing in advance and accepted by the Freight Forwarder before the Goods have been Taken in Charge, or the ad valorem freight rate paid and such value is stated in the B/L, then such declared value shall be the limit.

8.3 Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units specifically enumerated in the B/L, as known to the Freight Forwarder as packed in such article of transport, are deemed packages or shipping units. Except as aforesaid, such article of transport (container, pallet or similar article of transport) shall be considered the package or unit.

8.4 Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of Goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the Goods lost or damaged.

8.5 When the loss of or damage to the Goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law provides another limit of liability, if a separate contract of carriage has been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

Unless the nature and value of the Goods shall have been declared by the Merchant and inserted in this B/L and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US\$ 500 per package or, in the case of Goods not shipped in packages, per customary freight unit.

8.6 If the Freight Forwarder is liable in respect of loss following from delay in delivery under clause 6 above or to consequential loss or damage other than loss of or damage to the Goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this B/L.

8.7 Notwithstanding anything to the contrary under this B/L, the aggregated liability of the Freight Forwarder shall not exceed the limits of liability for total loss of the Goods.

8.8 It is hereby stated and agreed that if the remark "said to contain" (stc) or similar remark has been inserted in this B/L, then for the purpose of limitation of liability the interpretation of the words "package" or "unit" shall be the container in which the Goods are stuffed or, if carriage is done otherwise than by a container, the biggest package which contains the described Goods.

Without derogating from the above, it is hereby stated by the Freight Forwarder that the quantities and/or description of the Goods as stated on the face of the B/L are based on Merchant's declarations and therefore the Freight Forwarder cannot be held responsible in respect of any of those declaration and in any claim in respect of the Goods that will be based among other things on those declarations.

8.9 Notwithstanding anything to the contrary under this B/L, the liability of the Freight Forwarder shall, in no event,

exceed the liability of the Actual Carrier, namely, the legal entity who issued a Bill of Lading, on the strength of which the Freight Forwarder issued this B/L.

9. Applicability to Actions in Tort

The provisions of this B/L shall apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this B/L whether the claim be founded in contract or in tort.

10. Liability of Servants and other Persons

10.1 It is hereby expressly agreed that no servant or agent of the Freight Forwarder, including independent sub-contractor employed by the Freight Forwarder, under any circumstance whatsoever, be under any liability whatsoever to the Merchant for any loss or damage or delay of whatsoever kind, 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. Without prejudice to the generality of the foregoing provisions in this clause, every exception, limitation, condition and liberty herein contained and every right, exception from liability, defense and immunity of whatever nature applicable to the Freight Forwarder or to which the Freight Forwarder is entitled hereunder, shall also be available and shall extend to protect every such servant or agent of the Freight Forwarder (including any stevedore, terminal operator or any other independent contractor) acting as aforesaid.

10.2 The aggregated amounts recoverable from the Freight Forwarder and the persons referred to in Clause 10.1 shall not exceed the limits provided for in this B/L.

11. Method and route of transportation

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the Goods on or under deck and to choose or substitute the means of transport, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods.

12. Delivery

12.1 The Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this B/L or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the Goods must be handed over or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2 The Freight Forwarder shall also be entitled to store the Goods at the above place of delivery, at the sole risk of the Merchant and the Freight Forwarder's liability shall cease when so stored. The cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3 If at any time the carriage under this B/L is or is likely to be affected by any hindrance or risk of any kind (including the condition of the Goods) not arising from any fault or neglect of the Freight Forwarder (or a person referred to in Clause 10.1) and which cannot be avoided by the exercise of reasonable endeavors, the Freight Forwarder may abandon the carriage of the Goods under this B/L and where reasonably, place the Goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such Goods shall cease.

In any such event, the Freight Forwarder shall be entitled to full freight under this B/L and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges

13.1 Under any circumstances whatsoever, freight shall be paid in full, without any reduction or set-off, whether prepaid or payable at destination.

Freight shall be considered as earned by the Freight Forwarder at the moment when the Goods have been Taken in Charge, and not to be returned in any event, Mean of Transportation (ship, train, Truck etc.) and/or Goods lost or not lost or the voyage abandoned.

13.2 Freight and all other amounts mentioned in this B/L are to be paid in the currency named in this B/L or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination, at the highest rate of exchange for bankers sight bills current, for prepaid freight on the day of dispatch, and for freight payable at destination on the day when the Merchant is notified on arrival of the Goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this B/L.

13.3 All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant. Where equipment, including containers, is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder in accordance to the Freight Forwarder's tariff but, in any event, not less than the amounts of demurrage and charges the Freight Forwarder is obliged to pay to a third party or the tariff of the Chamber of Shipping in the place of delivery, which ever is the higher. Unless otherwise specifically agreed in this B/L, any equipment, including containers, supplied by the Freight Forwarder to the Merchant:

13.3.1 For the stuffing of the Goods, will be returned by the Merchant for shipment within 7 days of the date it was supplied to him, in a sound order and condition for carriage;

13.3.2 Will be returned by the Merchant within 7 days of the date of delivery as stipulated above, in a sound order and condition for carriage;

If the Merchant fails to return the above equipment within the above period (the Free Days) he will pay demurrage as above.

The Merchant shall indemnify the Freight Forwarder for any loss or damage to said equipment, including containers, if occurred during the time the equipment was in possession and/or control of the Merchant.

13.4 The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight paid or to be paid by him for the planned voyage to the total amount of freight paid and/or to be paid for the planned voyage, for any costs incurred by the Freight Forwarder in connection with any deviation or delay or of whatever nature caused by war, warlike operation, any violent action against the mean of transportation of the Goods, epidemics, strikes, government decrees and/or force majeure.

13.5 If under any circumstances, it transpires that any declaration made by the Merchant in respect of the Goods is not correct then the Merchant will be obliged to pay to the Freight Forwarder any difference between the freight due in accordance with the correct facts and between the agreed freight.

13.6 Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this B/L, the Merchant shall remain responsible for such monies.

14. Lien

The Freight Forwarder, his servants or agents, shall have a lien on the Goods or any part thereof and a right to sell such Goods whether privately or by public auction for all freight, deadfreight, demurrage, detention, container demurrage, charges, salvage, average of any kind whatsoever, stamps, duties, fines or penalties and for all other charges and expenses whatsoever which are for the account of the Goods or of the Merchant and for the costs and expenses of exercising such lien and of such sale and also for all previously unsatisfied debts whatsoever due to the Freight Forwarder, his servants or agents by the Merchant. The lien hereby accorded may be exercised by the Freight Forwarder, his servants or agents notwithstanding that he or they may have parted from the possession of the Goods and the Freight Forwarder, his servants or agents shall at all times stand authorized by the Merchant to give all such notices to any person or persons as may be required for the purpose of giving effect to the provision of this Clause. Nothing in this Clause shall prevent the Freight Forwarder from recovering from the Merchant the difference between the amount due from them or any of them and the amount realized by the exercise of the rights given under this Clause.

15. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice

16.1 Unless notice of loss of or damage to the Goods, specifying the nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the Goods are delivered to the consignee in accordance with clause 12, such delivery is evidence of the delivery by the Freight Forwarder of the Goods in quantity and condition described in this B/L.

16.2 Where the loss or damage is not apparent, the above evidence shall apply if notice in writing is not given within 9 consecutive days after the day when the Goods were delivered to the consignee in accordance with clause 12.

17. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability to any loss and/or damage to the Goods, of any nature whatsoever, unless suit is filed with the competent court within 9 months, or within the period determined in the applicable international convention, after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when in accordance to this B/L failure to deliver the Goods would give the consignee the right to treat the Goods as lost, whichever is the earlier.

18. Partial Invalidity

If any clause of this B/L or a part thereof is held by a competent court to be invalid, the validity of this B/L and the remaining clauses or a part thereof shall not be affected.

19. Paramount Clause

The provisions of the International Convention relating to Bills of Lading dated Brussels 25th August 1924 or where this bill of lading is subject to any compulsory applicable enactment, including Hague-Visby Rules (namely the above Hague Rules, as amended in the protocol dated 23.2.68) (hereinafter called "Hague Rules") shall fully apply to this B/L. Nothing contained in this Bill of Lading shall be deemed to be a surrender by the Freight Forwarder of any of its rights or immunities or an increase of any of its responsibilities or limitations under the Hague Rules, or any other compulsory enactments. If anything herein contained is inconsistent with the said Hague Rules or compulsory law, it shall, to the extent and on the occasion of such inconsistency and no further, be null and void.

20. Jurisdiction and applicable law

Any action against the Freight Forwarder may be filed only in competent court in the place where the Freight Forwarder has his head office as stated in this B/L and shall be decided in accordance with the law of the country in which that head office is situated.