

B/L
No.
B/KD
No.

CONDITIONS

I. GENERAL PROVISIONS

1. **Applicability.** Notwithstanding the heading "Combined Transport Bill of Lading" the provisions set out and referred to in this document shall also apply, if the transport as described on the face of the B/L is performed by one mode of transport only.

2. **Definitions.** "Carrier" means the party on whose behalf this B/L has been signed. "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this B/L and the Owner of the Goods.

3. **Carrier's Tariff.** The terms of the Carrier's applicable Tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable Tariff are available from the Carrier upon request. In the case of inconsistency between this B/L and the applicable Tariff, this B/L shall prevail.

4. **Time Bar.** All liability whatsoever of the Carrier shall cease unless suit is brought within 12 months after delivery of the goods or the date when the goods should have been delivered.

5. **Law and Jurisdiction.** Disputes arising under this B/L shall be determined at the option of the Claimant by the courts and subject to Clause 12 of this B/L in accordance with the law at

(a) the place where the Carrier has his habitual residence or his principal place of business or the branch or agency through which the contract of combined transport was made, or

(b) the place where the goods were taken in charge by the Carrier or the place designated for delivery.

No proceedings may be brought before other courts unless the parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable.

II. PERFORMANCE OF THE CONTRACT

6. Sub-contracting, Defences of Servants.

Where expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to tranship, land and store the goods either on shore or aboard and reship and forward the same at Carrier's expense but at Merchant's risk. When the ultimate destination at which the Carrier may have engaged to deliver the goods is other than the vessel's port of discharge, the Carrier acts as Forwarding Agent only.

The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under its management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor for time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay 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 and but without prejudice to the generality of the foregoing provision in this clause every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or deemed to do parties to do contract evidenced by this Bill of Lading.

The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other from such loss, damage or delay or otherwise.

7. Methods and Routes of Transportation.

(1) The Carrier is entitled to perform the transport in any reasonable means, methods and routes.

(2) In accordance herewith, for instance in the event of carriage by sea vessels may sail with or without pilots, undergo repairs, adjust equipment drydock and tow vessels in all situations.

8. Routes, Liberties.

The vessel shall have the liberty to sail without pilots, to proceed via any route, to proceed to, return to and stay at any port or ports whatsoever (including the loading port) in any order in or out of the route or in a contrary direction to or beyond the port of destination once or often for bunkering or loading or discharging cargo or embarking or disembarking passengers whether in connection with the present or prior or subsequent voyage or any other purpose whatsoever, and before giving delivery of the withinmentioned cargo at the port of discharge herein provided and with the like liberties as aforesaid to leave and then return to and discharge the said cargo at such port, to tow or be towed, to make trial trips with or without notice, to adjust compasses, or to repair or dry-dock with or without cargo on board. The exercise of any liberty in this clause shall form part of the agreed voyage.

9. Hindrances etc. Affecting Performance.

(1) The Carrier shall use reasonable endeavours to complete the transport and do deliver the goods at the place designated for delivery.

(2) If at any time the performance of the contract as evidenced by this B/L is or will be affected by any hindrance, risk, delay difficulty or disadvantage of whatsoever kind and if by virtue of sub-clause (1) the Carrier has no duty to complete the performance of the contract, the Carrier (whether or not the transport is commenced) may elect to

(a) treat the performance of this contract as terminated and place the goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient; or

(b) deliver the goods at the place designated for delivery. In any event the Carrier shall be entitled to full freight for goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

III. CARRIER'S LIABILITY

10. Basic Liability.

(1) The Carrier shall be liable for loss of or damage to the goods occurring between the time when he receives the goods into his charge and the time of delivery.

(2) The Carrier shall however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

(a) The wrongful act or neglect of the Merchant.

(b) Compliance with the instructions of the person entitled to give them.

(c) The lack of, or defective conditions of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed.

(d) Handling, loading, stowage or unloading of the goods by or on behalf of the Merchant.

(e) Inherent vice of the goods.

(f) Insufficiency or inadequacy of marks or numbers on the goods, covering, or unit loads.

(g) Strikes or lock-outs or stoppage, or restraints of labour from whatever cause whether partial or general.

(h) Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

(3) Where under sub-clause (2) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this clause have contributed to the loss or damage.

(4) The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in (a), (b) and (h) of sub-clause (2) shall rest upon the Carrier.

When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c) to (g) of sub-clause (2), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of the causes or events.

11. The Amount of compensation.

(1) When the carrier is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered.

(2) The value of the goods shall be fixed according to the commodity exchange price or if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

(3) Compensation shall not, however, exceed 30 francs per kilo of gross weight of the goods lost or damaged. A Franc means a unit consisting of 65.5 milligrammes of gold of millesimal fineness 900.

(4) Higher compensation may be claimed only when, with the consent of the Carrier, the value for the goods declared by the consignor which exceeds the limits laid down in this clause has been stated in this B/L. In that case, the amount of the declared value shall be substituted for that limit.

12. Special Provisions.

(1) Notwithstanding anything provided for in clauses 10 and 11 of this B/L, if it can be proved where the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law, which provisions

(a) cannot be departed from by private contract, to the detriment of the Claimant, and

(b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.

(2) Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, dated 25th August, 1924 do not apply to carriage by sea by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by sea shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways as if such carriage were carriage by sea. Furthermore, they shall apply to all goods, whether carried on deck or under deck.

13. **Delay, Consequential Loss, etc.** If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the goods, the liability of the Carrier shall be limited to the freight for the transport covered by this B/L, or to the value of the goods as determined in Clause 11, whichever is least.

14. **Notice of Loss.** Unless notice of loss of or damage to the goods and the general nature of it be given in writing, to the Carrier at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under this B/L, or if the loss or damage be not apparent, within six consecutive days thereafter, such removal shall be *prima facie* evidence of the delivery by the Carrier of the goods as described in this B/L.

15. **Defences and Limits for the Carrier.** The defences and limits of liability provided for in this B/L shall apply in any action against the Carrier for loss or damage to the goods whether the action be founded in contract or in tort.

16. Defences and Limits for Servants, etc.

(1) If an action for loss or damage to the goods is brought against a servant, agent or independent contractor, such person shall be entitled to avail himself of the defences and limits of liability which the Carrier is entitled to invoke under this contract.

(2) However, if it is proved that the loss or damage resulted from an act or omission of this person, done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to the benefit of limitation of liability provided for in Clause 11 sub-clause (3).

(3) Subject to the provisions of Clause 11 sub-clause (3), of Clause 15 sub-clause (2) and of sub-clause (2), of this clause, the aggregate of the amounts recoverable from the Carrier and this servants, agents or independent contractors shall in no case exceed the limits provided for in this document.

IV. DESCRIPTION OF GOODS

17. Carrier's Responsibility.

This B/L shall be *prima facie* evidence of the receipt by the Carrier of the goods as herein described in respect of the particulars which he had reasonable means of checking. In respect of such particulars, proof to the contrary shall not be admissible when this document has been transferred to a third party acting in good faith.

18. Shipper's Responsibility.

The shipper shall be deemed to have guaranteed to the Carrier the accuracy at the time the goods were taken in charge by the Carrier, of the description of the goods, marks, number, quantity and weight, as furnished by him, and the Shipper shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this B/L to any person other than the Shipper.

V. FREIGHT AND LIEN

19. Freight.

(1) Freight shall be deemed earned on receipt of the goods by the Carrier and shall be paid in any event.

(2) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulations to devaluation exists or is applicable the following clause to apply:

If the currency in which freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

(3) For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of containers, trailers or similar articles of transport inspected in order to ascertain the weight measurement, value, or nature of the goods.

20. Lien

The Carrier shall have lien on the goods for any amount due under this contract and for the costs of recovering the same, and may enforce such lien in any reasonable manner.

VI. MISCELLANEOUS PROVISIONS

21. General Average.

(1) General Average to be adjusted at any port or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 1974, as amended 1990 this covering all goods, whether carried on or under deck. The Amended Wagon Clause as approved by BIMCO to be considered as incorporated herein.

(2) Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the goods.

22. Dangerous Goods.

(1) When the Merchant hands goods of a dangerous nature to the Carrier, he shall inform him in writing of the exact nature of the danger and indicate, if necessary, the precautions to be taken.

(2) Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless, without compensation; further the merchant shall be liable for all expenses, loss or damage arising out of their handling over carriage or of their carriage.

(3) If any goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

23. Both-to-Blame Collision Clause.

The Both-to-Blame Collision Clause as adopted by BIMCO to be considered incorporated herein.

24. Shipper-packed Containers, etc.

(1) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by

(a) negligent filling, packing, or stowing of the container;

(b) the contents being unsuitable for carriage in container; or

(c) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.

(2) The provisions of paragraph (1) of this clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.