

Definitions: Merchant means and includes the Shipper, the Consignor, the Consignee, the Holder of the Bill of Lading, the Receiver and the Owner of the Goods. 'The Freight forwarder' means the issuer of this Bill of Lading as named on the face of it.

The headings set forth below are for easy reference only.

CONDITIONS

- 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 Bill of Lading is performed by one mode of transport only.
- 2. Issuance of the 'Combined Transport Bill of Lading'**

2.1 By the issuance of this 'Combined Transport bill of Lading', the Freight Forwarder:
a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge to the place designated for delivery in this Bill of Lading.
b) assumes liability as set out in these Conditions.

2.2 For the purpose and subject to provisions of this Bill of Lading, the Freight Forwarder shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract evidenced by this Bill of Lading.
- 3. Negotiability and title to the goods**

3.1 By accepting this Bill of Lading the Merchant and his transferees agree with the Freight Forwarder that, unless it is marked 'non-negotiable', it shall constitute title to the goods and the holder, by endorsement of this Bill of Lading, shall be entitled to receive or to transfer the goods herein mentioned.

3.2 This Bill of Lading shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.
- 3. Dangerous Goods and Indemnity**

4.1 The Merchant shall comply with rules, which are mandatory according to the national law or by reason of international Convention, relating to the carriage of the 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 and indicate to him, if need be, the precautions to be taken.

4.2 If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

The burden of providing the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods should rest upon the person entitled to the goods.

4.3 If any goods shipped with the knowledge of the Freight Forwarder as to their dangerous nature shall become a danger for the vehicle or cargo, they make in like manner be unloaded or landed at any place or destroyed or rendered innocuous by the Freight Forwarder, without liability on the part of the Freight Forwarder, except to General Average, if any.
- 5. Description of goods and Merchant's Packing**

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

5.2 Without prejudice to Clause 6 (A) (2) (c), the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of goods or by faulty loading or packing within containers and trailers and on flats when such loading or packing has been performed by the Merchant or on behalf of the Merchant by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers, trailers or flats, when supplied by the Merchant, and shall indemnify the Freight Forwarder against any additional expenses so caused.
- 6. Extent of Liability**

A. 1) The Freight Forwarder shall be liable for loss of or damage to the goods occurring between the time when he takes the goods into his charge and the time of delivery.
2) The Freight Forwarder shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by:
a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
b) insufficiency or defective condition of the packaging or marks and/or numbers;
c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
d) inherent vice of the goods;
e) strike, lockout, stoppage or restraint of labour, the consequences of which the Freight Forwarder could not avoid by the exercise of reasonable diligence;
f) any cause of event which the Freight Forwarder could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence;
g) a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable international Convention or national law governing liability in respect of nuclear energy.

3) The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Freight Forwarder.

When the Freight Forwarder 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 b) to d) above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

B. When in accordance with clause 6. A. 1, the Freight Forwarder is liable to pay compensation in respect of loss or damage to the goods and the stage of transport where the loss or damage occurred is known, the liability of the Freight Forwarder in respect of such loss or damage shall be determined by the provisions contained in any international Convention or national law, which provisions
(i) cannot be departed from by private contract, to the detriment of the claimant, and
(ii) would have applied if the claimant had made a separate and direct contract with the Freight Forwarder 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 in order to make such international convention or national law applicable.
- 7. Paramount Clause**

The Hague Rules contained in the International convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated February 23rd 1968 as enacted in the Country of shipment, shall apply to all carriage of goods by sea and, where no mandatory international law applies, to the carriage of goods by inland waterways also, and such provisions shall apply to all goods whether carried on deck or under deck.

This Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA) to this Bill of Lading and the provision of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA if this Bill of Lading is subject to U.S. Law) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. The Hague Rules or applicable legislation shall apply to all goods whether carried on deck or under deck. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel. The Carrier's responsibility shall instead be governed by the provisions of Clause 6, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.

The Carrier shall be entitled (and nothing in this Bill of Lading shall operate to limit or deprive such entitlement) to the full benefit of, and rights to, all limitations of or exemptions from liability and all rights conferred or authorized by any provisions of sections 4281 TO 4287, inclusive, of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America.
- 8. Limitation Amount**

8.1 When the Freight Forwarder 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 Consignee in accordance with the contract or should have been so delivered.
- 8.2 The value of the goods shall be fixed according to the current 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.
- 8.3 Compensation shall not, however, exceed 2 SDR (Special Drawing Rights) per kilo, of gross weight of the goods lost or damaged, unless, with the consent of the Freight Forwarder, the Merchant has declared a higher value for the goods and such higher value has been stated in the CT Bill of Lading, in which case such higher value shall be the limit. However, the Freight Forwarder shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim.
- 9. Delay, Consequential Loss, etc.**

The Freight Forwarder does not guarantee arrival times. If the Freight Forwarder is held liable in respect of delay, consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to double the freight for the transport covered by this Bill of Lading, or the value of the goods as determined in Clause 8, whichever is the less.
- 10. Defences**

10.1 The defences and limits of liability provided for in these Conditions should apply in any action against the Freight Forwarder for loss of or damage or delay to the goods whether the action is founded in contract or in tort.

10.2 The Freight Forwarder shall not be entitled to the benefit of the limitation of liability provided for in paragraph 3 of Clause 8 if it is proved that the loss or damage resulted from an act or omission of the Freight Forwarder done with intent to cause damage or recklessly and with knowledge that damage would probably result.
- 11. Liability of Servants and Sub-contractors**

11.1 If an action for loss or damage to the goods is brought against a person referred to in paragraph 2 of Clause 2, such person shall be entitled to avail himself of the defences and limits of liability which the Freight Forwarder is entitled to invoke under these Conditions.

11.2 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 provided for in paragraph 3 of Clause 8.

11.3 Subject to the provisions of paragraph 2 of Clause 10 and paragraph 2 of this clause, the aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in paragraph 2 of Clause 2 shall in no case exceed the limits provided for in these Conditions.
- 12. METHODS AND ROUTE OF TRANSPORTATION**

(1) The Carrier may at any time and without notice to the Merchant:
Use any means of transport or storage whatsoever, load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack or remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in this discretion (whether or not nearest or most direct or customary or advertised route) and proceed to or stay any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any order or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or to be towed or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in (1) above may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.
- 13. Delivery**

If delivery of the goods or any part thereof is not taken by the Merchant, at the time and place when and where the Freight Forwarder is entitled to call upon the Merchant to take delivery thereof, the Freight Forwarder shall be entitled to store the goods or the part thereof at sole risk of the Merchant, where upon the liability of the Freight Forwarder in respect of the goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Freight Forwarder or any agent or sub-contractor of the Freight Forwarder) shall forthwith upon demand be paid by the Merchant to the Freight Forwarder.
- 14. Freight and Charges**

14.1 Freight shall be paid in cash without discount and, whether prepayable or payable at destination, shall be considered as earned on receipt of the goods and not to be returned or relinquished in any event.

14.2 Freight and all other amounts mentioned in this Bill of Lading are to be paid in the currency named in the Bill of Lading 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 prepayable freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified of 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 the Bill of Lading.

14.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

14.4 The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs or whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

14.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder reserves the right to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damage to the Freight Forwarder for his inspection costs and losses of freight on the other goods notwithstanding any other sum having been stated on the Bill of Lading as freight payable.
- 15. Lien**

The Freight Forwarder shall have a lien on the goods for any amount due under this Bill of Lading including storage fees and for the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.
- 16. General Average**

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

Unless notice of loss of or damage to the goods and the general nature of it be given in writing to the Freight Forwarder or the persons referred to in paragraph 2 of Clause 2, at the place of delivery before or the time of the removal of the goods into the custody of the person entitled to delivery thereof under this Bill of Lading, of if the loss or damage be no apparent, within seven consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this Bill of Lading.
- 18. Non delivery**

Failure to effect delivery within 90 days after expiry of a time (limit agreed and expressed in a CT Bill of Lading or, where no time limit is agreed and so expressed, failure to effect delivery within 90 days after the time it would be reasonable to allow for diligent completion of the combined transport operation shall, in the absence of evidence to the contrary, give to the party entitled to receive delivery, the right to treat the goods as lost.
- 19. Time Bar**

The Freight Forwarder shall be discharged of all liability under the rules of these Conditions, unless suit is brought within nine months after
(i) the delivery of the goods, or
(ii) the date when the goods should have been delivered, or
(iii) the date when in accordance with Clause 18, failure to deliver the goods would, in the absence of evidence to the contrary, give to the party entitled to receive delivery the right to treat the goods as lost.
- 20. Jurisdiction**

Actions against the Freight Forwarder may only be instituted in the country, where the Freight Forwarder has his principal place of business, and shall be decided according to the law of such country.