

1 Application and definitions

1.1 Notwithstanding the heading Combined Transport Bill of Lading the provisions set out and referred to in this document shall also apply when the transport as described on the face of the Bill of Lading is performed by one mode of transport only Pick-up, delivery are transshipment operations carried out in the performance of one mode of transport incidental to such transport do not constitute a different mode of transport for the purposes of this Bill of Lading.

1.2 Carriage means the whole of the operations and services undertaken by the CTO in respect of the goods Combined Transport arises when the description of the place of acceptance and place of delivery on the face of the Bill of Lading is such that the shipment is not a port to port shipment.

1.3.1 Combined Transport Operator (CTO) is the person by whom or for whom this Bill of Lading is signed.

1.3.2 The term Merchant includes the person named in the Bill of Lading as shipper the person for whose account the goods are handed over to the CTO, the consignee, the holder of this Bill of Lading the owner and the receiver of the goods and the person who is entitled to receive the goods and anyone acting or purporting to act on behalf of them and their agents servants and subcontractors.

1.3.3 The term vessel and or ship shall include the vessel named in this Bill of Lading or any substituted vessel.

1.3.4 A port to port shipment arises only in case of carriage by water if both the place of acceptance and the place of delivery are ports and the Bill of Lading does not in the normal course of the place of acceptance or the place of delivery on the face hereof specify any place or spot within the area of the port so nominated.

2 Scope of contract

2.1 By the issue of this Bill of Lading the CTO undertakes to perform or to procure the performance of the entire transport from the place at which the goods are taken in charge (place of acceptance) to the place designated for delivery in this Bill of Lading and assumes liability as set out in these conditions.

2.2 The CTO is entitled to subcontract on any terms the whole or any part of the carriage, loading, unloading, stowing, warehousing, handling, and any and all duties whatsoever undertaken by him in relation to the goods.

2.3.1 The CTO may at any time and without notice to the Merchant.

a. Carry the goods by any means of transport and by any route or in any direction whatsoever, whether within or out of the most direct or advertised or customary route and proceed beyond the port and or place of discharge or in a direction contrary thereto for return to the original place and or port of departure.

b. Load and unload the goods at any place, land or store them either on shore or afloat transport, tranship reship or forward them at any place or port, drydock a vessel with or without cargo on board.

2.3.2 The rights set out under 2.3.1 may be invoked by the CTO for any purpose whatsoever including repairs, towing or being towed, adjusting instruments, drydocking, and assisting vessels in all situations. Anything done in accordance with clause 2.3.1 or any delay arising therefrom is within the contractual carriage and not in deviation.

3 Negotiability and title to the goods

3.1 This Bill of Lading shall be negotiable, unless marked non-negotiable.

3.2 By accepting this Bill of Lading the Merchant and his transferees agree with the CTO that, unless it is marked non-negotiable, it shall constitute title to the goods, and only the holder by endorsement of this Bill of Lading shall be entitled to receive or to transfer the goods herein mentioned and to claim hereunder for damage to or loss of the goods.

3.3 This Bill of Lading shall be prima-facie-evidence of the receipt of the goods by the CTO as herein described. However, proof to the contrary shall not be admissible if this Bill of Lading is negotiable and has been transferred to a third party acting in good faith.

3.4 Where more than one negotiable combined transport Bill of Lading have been issued and the CTO or the person acting on his behalf has in good faith delivered the goods against surrender of one of such originals, the CTO shall be discharged of his obligation to deliver the goods.

4 CTO's liability

4.1 Combined transport - general

4.1.1 The CTO shall be liable for loss of and damage to the goods occurring from the time when the goods are accepted for transportation until the time when the goods are delivered.

4.1.2 The CTO shall, however, not be liable for loss or damage arising or resulting from

a. any wrongful act or neglect of the Merchant

b. compliance with the instructions given to the CTO by a person entitled to give them

c. the lack or insufficiency or the defective condition of packing in case of goods which by their nature are liable to wastage or to being damaged when not or not properly packed, unless the packing had been carried out by the CTO

d. handling, loading, unloading or storage of the goods by the Merchant or any person acting on his behalf

e. inherent vice of the goods

f. insufficiency of the quantity of marks or numbers on the goods, covering, or unit loads, except where they are required to be affixed by the CTO

g. strikes or lockouts or stoppage or restraint of labour from whatsoever cause, whether partial or general

h. an act, neglect or default in the navigation of a ship occurring during carriage by water

i. fire unless the fire was caused by the actual fault or privity of the CTO or the water carrier or by lack of exercise of due diligence to make the vessel seaworthy, properly to man, equip and supply the vessel or to make her fit and safe for the reception, carriage and preservation of the goods

j. 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

k. any other cause or event which the CTO could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence

4.1.3 Where under 4.1.2 the CTO is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent as those factors which he is liable have contributed to the loss or damage.

4.1.4 The burden of proving that the loss or damage was due to one or more of the causes or events specified in 4.1.2 shall rest upon the CTO. When the CTO 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 4.1.2 it shall be presumed that it was so caused

4.2 Amount of compensation-general

4.2.1 When the CTO is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the invoice value of the goods plus freight charges and insurance if paid.

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

4.2.3 Compensation shall not exceed US \$2.- per kilogram of gross weight of the goods lost or damaged.

4.2.4 Higher compensation may be claimed only when, with the consent of the CTO, the value of the goods declared by the Merchant has been stated in this Bill of Lading. In that case the amount of the declared value shall be substituted for the limits laid down in this clause.

4.3 Special provisions

If it can be proved that the loss or damage occurred solely during the course of one particular stage of the transport, the CTO and the Merchant shall as to their respective liabilities be entitled to require such liabilities to be determined by

4.3.1 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 Merchant and

b. would have applied if the Merchant had made a separate and direct contract with the CTO 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.

or

4.3.2.1 provided that no other international convention or national law would apply by virtue of the provisions under 4.3.1

a. by the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated 25th August, 1924, if the loss and/or damage occurring during carriage by sea or inland waterways, for the purposes of this sub-clause the limitation of liability under the Hague Rules shall be US\$500-per package or unit; references in the Hague Rules relating to carriage by sea shall be deemed to include reference to carriage by inland waterways and the Hague Rules shall be construed accordingly;

b. by the Convention on the Contract for the International Carriage of Goods by Road (CMR) dated 19th May 1956, if the loss and/or damage occurred during carriage by road

c. by the International Convention on the Transport of Goods by Rail (CIM) dated 25th February 1961, if the loss and/or damage occurred during carriage by rail

d. by the Convention for the Unification of Certain Rules relating to the International Air Transport (Warsaw Convention) dated 12th October 1929, in the version of the Hague Protocol dated 28th September, 1955, if the loss and/or damage occurred during carriage by air

4.3.2.2 Provided that no other international convention or national law would apply by virtue of the provisions under 4.3.1 the CTO's liability shall be excluded if the loss and/or damage occurs during any services incidental to the transport or the stages of transport, especially transshipment and storage operations, unless it is proved that the loss and/or damage was caused by fault or neglect of the CTO

4.3.3 If the provisions of sub-clauses 4.3.1, 4.3.2.1 and 4.3.2.2 do not apply, the liability of the CTO in cases of loss and/or damage shall be determined by the provisions of 4.1 and 4.2.

4.4 If the whole carriage is a port to port shipment, the liability of the CTO shall be determined by the national law which shall be applicable to the carriage by water under 4.3.1 or failing which by the Hague Rules referred to in 4.3.2.1 irrespective of whether the loss or damage is proved to have occurred during the period of carriage by water or prior or subsequent thereto

5 Deck cargo, open vehicle cargo and livestock

The CTO reserves the right to determine whether goods and livestock shall be carried on deck, on an open lorry, on an open trailer and/or an open railway wagon

Goods (not being goods stowed in containers other flats or pallets) which are stated herein to be carried on deck and/or on open vehicles/wagons and livestock may be carried on deck, on an open lorry, on an open trailer and/or an open railway wagon, and if carried so, are carried without responsibility on the part of the CTO for loss or damage of whatsoever nature, whether caused by unseaworthiness or negligence or any other cause whatsoever

6 Delay, consequences of loss etc.

The CTO does not undertake that the goods shall arrive at any place at any particular time. The CTO shall in no circumstances be liable for any direct, indirect, or consequential loss or damage caused by delay, whether caused by unseaworthiness or negligence or any other cause whatsoever. If the CTO is held liable for direct or indirect or consequential loss or damage caused by delay, such liability shall in no case exceed the freight for the transport covered by this Bill of Lading or the goods determined in clauses 4.2 and 4.3.

7 General exemption from liability

Save as otherwise provide herein, the CTO shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any cause

8 Notice of loss, time bar

8.1 Unless notice of loss of or damage to the goods and general nature of it is given in writing to the CTO or the person acting on his behalf 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, or if the loss or damage is not apparent, within three (3) consecutive days thereafter, such removal shall be prima facie evidence of the delivery of the goods by the CTO in good order and condition or in the order and condition stated in this Bill of Lading

8.2.1 The CTO shall be discharged of all liability under this Bill of Lading unless suit is brought and written notice thereof given to the CTO within nine months after delivery of the goods. In the case of total loss of the goods the period shall begin to run two months after the goods have been received for transport

8.2.2 The period provided for under 8.2.1 may be extended if the parties so agree after the cause of action has arisen

9 Defences and limits for the CTO and other persons

9.1 The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the CTO for loss of or damage to the goods, whether such action is founded in contract or in tort

9.2 The CTO himself shall not be entitled to the benefit of limitation of liability provided for in clause 4 if it is proved that the loss or damage resulted from an act or omission of the CTO himself done with intent to cause damage or recklessly or with knowledge that damage would probably result

9.3.1 The Merchant undertakes that no claim shall be made against any person acting on behalf of the CTO, the ship and or vessel's owner or operator which imposes or attempts to impose upon any of them any liability whatsoever in connection with the goods, and if any such claim should nevertheless be made to indemnify the CTO against all consequences thereof

9.3.2 Without prejudice to foregoing every such person shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. The aggregate of the amounts recoverable from such persons shall in no case exceed the limits provided for in these conditions in entering into this contract. CTO, to the extent of those provisions does so not only on his own behalf but also as agent and trustee for such persons

However, if it is proved that a loss or damage resulted from an act or omission of the forementioned persons done with intent to cause damage or recklessly or with knowledge that damage would probably result, such persons shall not be entitled to the benefits of limitation of liability provided for in this Bill of Lading

10 Containers and other packed goods

10.1 The term container shall include any trailer van or closed cargo box

10.2 The terms of this Bill of Lading shall govern the responsibility of the CTO connection with or arising out of the supply of a container to the Merchant whether before or after the good are received by the CTO for transport or delivered to the Merchant

10.3.1 Goods stored in closed containers other than flats or pallets, whether by the CTO or the Merchant may be carried on deck on an open lorry or on an open trailer and or an open railway wagon without notice to the Merchant. Such goods whether or not carried so shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules and or the Hague Visby Rules

10.3.2 If container other than flat or pallet has not been filled nor packed nor stuffed nor loaded by the CTO, the CTO shall not be liable for loss of damage to the contents and the Merchant shall indemnify the CTO against any loss, damage, liability, or expense incurred by the CTO if such loss, damage, liability, or expense has been caused by

a. the manner in which the container has been filled, packed, stuffed or loaded, or

b. the unsuitability of the contents for carriage in containers, unless the CTO has checked the suitability, or

c. the unsuitability or defective condition of the container arising without any want of due diligence on the part of the CTO in the selection, filling, packing, stuffing or loading to make the container reasonably fit for the purpose for which it is used, or

d. the unsuitability or defective condition of the container, which would have been apparent upon reasonable inspection by the Merchant

11 Inspection of goods

The CTO shall be entitled but under no obligation open any container at any time and to inspect the contents if it appears that the contents or any part thereof cannot safely or properly be carried or carried further either all or without incurring any additional expense or taking any measures in relation to the container or its contents or any part thereof, the CTO may abandon the transport thereof and/or take any measures and/or incur any reasonable additional expense and/or liability to carry or to continue the carriage or to store the same under cover or in the open at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the CTO against any reasonable additional expense and against all liability, loss or damage arising therefrom

12 Description of the Goods

12.1 The Merchant guarantees to the CTO the accuracy of the description of the goods, especially as to weight contents, measure, quantity, quality, condition, marks, numbers and value as furnished by him and set out in this Bill of Lading, and he shall indemnify the CTO against all loss, damage, and expenses and/or liability arising or resulting from inaccuracy inadequacy of such particulars. The right of the CTO to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant

12.2 The freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. The CTO may at any time open any container or other package or until in order to reweigh remeasure or revalue the contents, if the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that a sum equal either to ten times the differences between the correct freight and the freight charged or to three times the correct freight less the freight charged whichever sum is the smaller, shall be payable as liquidated damages to the CTO.

12.3 No representation is made by the CTO as to the particulars mentioned under 12.1 and the CTO shall be under no responsibility whatsoever in respect of such particulars

13 Dangerous goods

13.1 The Merchant undertakes not to tender for transport any goods which are of a dangerous inflammable, radio-active or damaging nature without previously giving written notice of their nature and receiver's name and address to CTO and marking the container and the container or other covering on the outside an indelible, if need be, the precautions to be taken all as required by any laws of regulations which may be applicable during the carriage. The Merchant shall indemnify the CTO against all loss, damage or expense or liability arising out of such goods being tendered for transport or handled or carried by the CTO or out of any services being incidental thereto

13.2 Goods which are or at any time become dangerous, inflammable, radio-active or damaging may, at any time or place, be unloaded, destroyed or rendered harmless without compensation, and if the Merchant has not given notice of their nature to the CTO, the CTO shall be under no liability to make any general average contribution in respect of such goods

14 Regulations relating to the goods and packing

The Merchant shall comply with all regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal incorrect or insufficient packing, marking, numbering or addressing of the goods and indemnify the CTO in respect thereof

15 Matters affecting performance

15.1 The CTO may at any time comply with any orders 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 of having under the terms of the insurance of the conveyance employed by the CTO the right to give orders or directions. Delivery or order disposition of the goods in accordance with such orders, directions or recommendations shall be a performance of this contract

15.2 If any time the performance of the contract evidenced by this Bill of Lading in the judgment of the CTO is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, which cannot be avoided by the exercise of reasonable endeavors, the CTO whether or not transport is commenced, may without notice to the Merchant treat the performance of this contract as terminated and place the goods or any part of them at the Merchant's disposal at any place which the CTO may deem safe and convenient, whereupon the responsibility of the nature of the goods shall cease. The CTO shall nevertheless be entitled to the full freight charges on goods received for transport. The Merchant shall pay any additional cost of carriage to and delivery and storage at such place and all other expenses incurred by the CTO.

16 Notification and delivery

16.1 Any mention in this Bill of Lading of parties to be notified of the arrival of the goods is solely for information of the CTO, and failure to give such notification shall not invoke the CTO in any liability nor relieve the Merchant of any obligation hereunder

16.2 The Merchant shall take delivery of the goods within the time provided for in the CTO applicable tariff.

16.3 If the Merchant fails to take delivery of the goods or part of them in accordance with this Bill of Lading, the CTO may without notice unstuff the goods or that part thereof and/or store the goods or that part thereof at such a place as will be required by the nature of the goods, all at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the CTO in respect of the goods or that part thereof shall cease

16.4 The Merchant shall be bound to observe the stipulations concerning free storage time and demurrage contained in CTO's applicable tariff, which is incorporated in this Bill of Lading.

17 Freight and charges

17.1 Freight and charges on the goods are calculated according to the stipulations of the CTO's applicable tariff in force at the time of acceptance for transport.

17.2 Freight and charges shall be deemed fully earned on receipt of the goods by the CTO and shall be paid in cash without any deduction in the currency stipulated in the Bill of Lading or at the CTO's option in the currency of the country of discharge or destination at the highest rate of exchange for bankers sight bills and shall be non-returnable in any event.

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

17.4 The Merchant shall remain liable to the CTO for the payment of all costs due.

18 Lien

The CTO shall have a lien on the goods and any documents relating thereto for all unsatisfied debts whatsoever due to the CTO and for general average contributions to whomsoever due and for the cost of recovering the same and for that purpose shall have the right but no obligation to sell the goods by public auction or private treaty without legal authority, advertisement or notice to the Merchant and without any liability towards the Merchant.

19 Both-to-blame collision

If a carrying ship comes into collision with another ship as a result of the negligence of the other ship and not of the carrying ship, the Merchant undertakes to pay to the CTO or, where the CTO is not the owner and in possession of the carrying ship to pay to the CTO as trustee for the owner and or demise charterer of the carrying ship a sum sufficient to indemnify the CTO and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the other ship or her owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever of the Merchant, paid or payable by the other ship or her owners to the Merchant and/or recovered by the other ship or her owners as part of their claim against the carrying ship or her owner or demise charterer or the CTO. These provisions shall also apply when the owner, operator or those in charge of any ship or ships or objects, other than the colliding ships or objects, are at fault in respect of a collision, contact, stranding or other accident.

20 General Average

20.1 General Average shall be adjusted according to York/Antwerp Rules 1974 at any port or place at the option of the CTO whether declared by the CTO or a sub-contractor of the CTO. The adjuster shall be appointed the CTO.

20.2 The Merchant is bound to sign before delivery of the goods the general average bond in use with the CTO or the persons acting on his behalf and to pay a deposit in the amount fixed by the CTO or the persons acting on his behalf, respectively as a security for the contribution ultimately due, the CTO not being bound to deliver the goods to the Merchant until such bond has been signed and deposit has been paid, (the deposits to be dealt with according to the practice of the place of adjustment and/or to any agreement which the CTO may have made with respect thereto, the CTO being always entitled to have the deposits converted without notice into the currency in which the statement shall be drawn up.

20.3 If the Merchant fails to furnish the CTO with the required particulars, the value of the goods shall be fixed by a surveyor or surveyors appointed by the CTO or the average adjuster.

The evidence of admissibility in general average of an allowance which is claimed is not bound to any formalities whatsoever

In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the CTO is not responsible by statute contract or otherwise the goods and Merchant shall contribute with the CTO 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 goods. If a salvaging ship is owned or operated by the CTO, salvage shall be paid for as fully as if the salvaging vessel belonged to the Merchant.

20.5 The CTO shall be under no obligation to exercise any lien for general average allowance due to the Merchant.

21 Partial invalidity

Should any clause of this Bill of Lading or part of a clause be found to be invalid the validity of the remaining clause or the remaining part of affected clause shall not be impaired.

22 Law and jurisdiction

Any dispute arising under this Bill of Lading shall be decided only in the country where the CTO has his registered office and the law of such country only shall apply except as specifically provided elsewhere herein.

23 Warranty

The Merchant warrants that in agreeing to the terms of this Bill of Lading he is, or has the authority of the person owning or entitled to the possession of the goods and this Bill of Lading.

24 Variation of the Contract etc.

No servant or agent of the CTO shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and then specifically authorised or ratified in writing by the CTO.