

COMBINED TRANSPORT BILL OF LADING

Shipper		BILL OF LADING NO.			
		Agents name		Consigner's Ref	
Consigned to					
Notify Party					
Place of receipt	Pre-carriage/On-carriage By				
Ocean Vessel Voy. No.	Port of Loading	Intended Date of Shipment		Export Licence No.	
Port of Discharge	Place of Delivery	Freight Payable At By		No. of Original Bills of Lading (in words)	
Marks and Numbers	Number and Kind of Packages	Description of Goods	Container No.	Gross Wgt./Net Wgt.	Measurement
TOTALS					
Type of Service		No. of packages (in words)			
This Bill of Lading must be surrendered to		<p>RECEIVED for shipment the goods in apparent good order and condition and, as far as ascertained by reasonable means of checking, as specified above unless otherwise stated to be transported from the place of receipt to the intended place of delivery upon and subject to all the terms and conditions appearing on the face and back of this Bill of Lading duly endorsed must be surrendered in exchange for the Goods or Delivery Order.</p> <p>IN WITNESS whereof the number of original Bs/L mentioned above has been signed, any one of which being accomplished the others shall be void</p> <p>Place and date issue:</p> <p>Signed for by</p>			

TERMS AND CONDITIONS OF CONTRACT CONTINUED ON REVERSE

1. APPLICATIONS AND DEFINITIONS
 1.1 Notwithstanding the heading 'Combined Transport Bill of Lading' (on the face of this Bill of Lading) the provisions set out and referred to in this document shall also apply when the goods are transported by air, sea, inland waterway, road or any other mode of transport only. Pickup delivery and transshipment operations carried out in the performance of one mode of transport and incident to such transport do not constitute a different mode of transport for the purposes of this Bill of Lading.
 1.2 'Combined Transport Operator' (CTO) / Carrier is the entity by whom or for whom this Bill of Lading is signed. The term 'Merchant' includes the shipper, the person named in this 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 or 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. The terms 'vessel' and/or 'ship' shall include the vessel named in this Bill of Lading and any substituted vessel. A 'port to port shipment' arises only in case of carriage by sea. The place of receipt and the intended place of delivery are loading and the Bill of Lading does not in the nomination of the place of receipt or the intended place of delivery on the face hereof specify any place or port 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 procure the performance of the entire transport from the place at which the goods are taken in charge (place of receipt) 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, storing, warehousing, handling and any of all duties whatsoever undertaken by him in relation to the goods.
 2.3 The CTO and its subcontractors are not liable for loss of or damage to the goods, or carry the goods by any means of transport and by any route and 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, or to the original place of receipt and the intended place of load and unload the goods at any place, land or store them either on shore or afloat, transfer, tranship, reship or forward them at any place or port, drydock a vessel with or without cargo on board.
 2.3.2 The right to sub-contract shall not be invoked by the CTO for any purpose whatsoever including repairs, towing or being towed, adjusting instruments, drydocking, saving life or property and assisting vessels in all situations.
 2.3.3 Anything done in accordance with clauses 2.3.1 and 2.3.2 or any delay arising therefrom is within the agreed contractual carriage and not to be considered a deviation.

3. NEGOTIABILITY AND TITLE TO THE GOODS
 3.1 This Bill of Lading shall be negotiable unless marked 'non-negotiable'.
 3.2 If, by accepting the 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 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.

4. CTO'S LIABILITY
 4.1 Combined transport - general
 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 any wrongful act or neglect of the Merchant, compliance with the orders of the CTO, the Merchant or any other person by a person entitled to give them, the lack or insufficiency or the defective condition of packing in respect 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, handling, loading, unloading or stowage of the goods by the Merchants or any person on his behalf, inherent vice of the goods, insufficiency or irregularity of marks or numbers on the goods, coverings, or unit loads, except where they are required to be affixed by the CTO, strikes or lockouts or stoppage or restraint of labour from whatsoever cause, whether partial or general, any act, neglect or default in the navigation of a ship occurring during carriage by water, 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, property to man, equip and supply the vessel or to make her fit and safe for the intended carriage, or the goods, or to secure the cargo, or to discharge a major 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.
 4.1.3 The CTO is not liable for loss or damage to the goods caused by war or civil war, revolution, rebellion, insurrection or civil strike arising therefrom, or piracy, or any other cause of event which the CTO could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
 4.1.4 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 to those factors for which he is liable have contributed to the loss or damage.
 4.1.5 The burden of 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 is the carrier who is liable for the loss or damage, unless he proves that the loss or damage was not, in fact, attributable either, wholly or partly to one or more of these causes or events.
 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 is 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 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 Merchants as the sound landed value 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.
 4.3.1 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:
 A. 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 Merchant and (ii) would have applied if the Merchant had made a separate and direct contract with the CTO in respect of that 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 of national law shall apply.
 B. the provisions contained in any contract entered into between the CTO and any sub-contractor in accordance with clause 2.2 (including the provisions contained in any international convention or national law incorporated therein by reference) provided that no international convention or national law is applicable under paragraph [A].
 4.3.2 Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated on the face of this Bill of Lading as packed in or on the container, pallet or similar article of transport or packages or units for the purposes of any limit of liability per package or unit provided in an international convention or national law relating to the carriage of goods by sea which is applicable in consequence of clause 4.3.1, as far as these packages or units are concerned, shall be deemed to be the number of packages or units which are so packed or stowed as aforesaid such article of transport shall be considered the package or unit.
 4.3.3 If the provisions of sub-clause 4.3.1 and 4.3.2 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. Port to Port Shipment
 If the whole carriage is a port to port shipment, the liability of the CTO shall be determined by the Hague/Visby Rules, which shall be applicable to the carriage by water under 4.3.1. The carrier or his agent shall not be liable for loss of or damage to the goods before loading and/or after discharge from the vessel however such loss or damage arises.

5. DECK CARGO, OPEN VEHICLE CARGO AND LIVESTOCK
 The CTO reserves the liberty to determine whether the goods and livestock shall be carried on deck, on an open lorry, or on an open trailer and/or on an open railway wagon. Goods (not being goods stowed in containers other than flats or pallets) which are stated herein to be carried on deck and/or open vehicles and/or open trailer and/or on an open railway wagon, and if carried so, are carried without responsibility on the part of the CTO for loss or damages of whatsoever nature, whether caused by seaworthiness or negligence or any other cause whatsoever.

6. DELAY, CONSEQUENTIAL 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 of any other cause whatsoever. If the CTO is held liable for direct or indirect 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.

7. GENERAL EXEMPTION FROM LIABILITY
 Save as otherwise provided herein, the CTO shall in no circumstances be liable for direct or consequential loss or damage arising from any cause.

8. NUISANCE, TRESPASS
 8.1 Unless notice of loss or damage to the goods and the 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 knowledge thereof, or, in the case of loss or damage is not apparent, within the consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the CTO as described in this Bill of Lading, and the CTO shall be discharged from all liability in respect of loss or damage to the goods.
 8.2.1 The CTO shall be discharged of all liability under the Bill of Lading unless suit is brought and proved within 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 delivery of the goods.
 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 or liability provided for in clause 4.2.3 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 be so caused.
 9.3.1 The Merchant undertakes that no claim shall be made against any person acting on behalf of the CTO mentioned under 2.2 the ship and/or vessels owner or operator, which imposes or attempts to impose upon any of them any liability whatsoever in connection with the carriage of the goods which could nevertheless be made, to indemnify the CTO against all consequences thereof.
 9.3.2 Without prejudice to the foregoing, every such person shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit, in entering into the contract with the CTO, to the extent that such provisions do not conflict with his 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 forementioned persons, done with intent to cause damage or recklessly or with knowledge that damage would be so caused, 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 'containers' shall include any trailer, van or closed cargo box.
 10.2 The CTO and its subcontractors shall be responsible for the responsibility of the CTO in connection with or arising out of the supply of a container to the Merchant whether before or after the goods are received by the CTO for transport or delivery to the Merchant.
 10.3.1 The goods shall be stowed by the CTO in containers or similar articles of transport used to consolidate goods.
 10.3.2 Goods stowed in closed containers other than flats or pallets, whether by the CTO or the Merchant, may be carried on deck, on an open lorry, on an open trailer and/or on an open railway wagon. 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 purpose of the Hague or Hague Visby Rules.
 10.4 If a 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 or 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 act of due diligence on the part of the CTO during the 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 detectable by a reasonable inspection by the Merchant.

10.5 CONTAINER CLAUSES
 10.5.1 Where containers owned or leased by the carrier are unpacked at the merchant's premises, the merchant is responsible for returning any empty container, in good condition and without damage, to the carrier at the place of origin, or at a place designated by the merchant removed and without any damage or loss of fittings installed, by the merchant and within the prescribed time, failing which the container can be construed as lost by the carrier. The merchant shall be liable to indemnify the carrier for any loss or expense or other damages equivalent to either the sound market value or the depreciated value due by the carrier to the container less. Demurrage to be paid by the Merchant after 15 free days, including the day of discharge, at a rate of \$30.00 per day per TEU per day (including rates as from 01/01/2017) in respect of containers which are not returned to the carrier, and open top containers as per separate demurrage scheme. Merchant will be granted 15 free days, including the day of pick-up, for stuffing the container prior to returning the equipment back to the terminal. After those 15 days, the Merchant has to pay the agreed or previously agreed demurrage rates, unless otherwise specified by the Carrier.
 10.5.2 Containers released into the care of the merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the merchant until returned to the carrier. The merchant shall indemnify the carrier for all damage, loss of or for any expenses caused or incurred by such containers whilst in merchant control and/or until redelivery to the carrier. Merchants are deemed to be aware of the dimensions and maximum payload of any containers released to them.
 10.5.3 The contents of the containers shall be packed, stuffed, secured, packed, sealed, the container and a list of the contents has been prepared by the shipper, his servants or agents. The carrier his servants and agents accept no responsibility, whatsoever for damages arising from the way in which such packing has been performed or for any contraction, omission or error in the way in which the goods are packed, concealed damage to articles or for any discrepancy in outturn of the contents of the container.
 10.5.4 Goods, including those of a perishable nature, shall be carried in ordinary commercial practice, subject to the special provisions of clause 2.2. The goods shall be carried in a container, which shall be refrigerated, heated, electrically ventilated or otherwise specially equipped container or to receive special attention. The Shipper shall be responsible for the operation of such containers. The goods shall be carried on the face of the Bill of Lading having been checked by the Shipper and that such particulars and any other particulars furnished by or on behalf of the Shipper are correct. The Shipper shall indemnify the Carrier against all losses, damage or expenses arising or incurred by the Carrier in connection with the carriage of such particulars. No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the goods and the Carrier shall be under no responsibility whatsoever in relation to the particulars of the goods or the manner in which they are transported. Any Goods that require refrigeration without giving written notice of the nature and the required temperature setting of the thermostatic controls for the Goods before receipt by the Carrier. In case of refrigerated containers packed by or on behalf of the Shipper, the Carrier warrants that the Goods have been properly stowed in the Container and that the thermostatic and ventilation controls have been accurately set before receipt of the Goods by the Carrier. The Shipper acknowledges that refrigerated containers are not designed to freeze cargo to Goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating, ventilating or any other specialized machinery, plant installation and/or apparatus of the Container. The Carrier undertakes to report any incident that may affect the Goods upon discovery.

Merchant shall indemnify the CTO against all loss, damage or expense or liability arising out of such goods being loaded for transport or handled or carried by the CTO or out of any services being incidental thereto.
 13.1 Goods which at any time become dangerous, inflammable, radioactive or damaged may, at any time or place, be unloaded, dewatered 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 Merchants shall comply with all regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines imposed, 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 the 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 or having under the terms of the insurance of the conveyance employed by the CTO the right to give orders or directions. Delivery or other disposition of the goods in accordance with such orders, directions or recommendations shall not constitute a breach of this contract. If at any time the performance of the contract evidenced by this Bill of Lading in the judgement of the CTO or the persons mentioned under 2.2 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 endeavours, the CTO and/or the persons acting on his behalf, whether or not a 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 Merchants disposal at any place or place to which they may be directed, and the Merchant shall be deemed to have accepted the responsibility of the CTO in respect of the goods shall cease. The CTO shall nevertheless be entitled to the full freight and charges on goods received for transport. The Merchant shall pay any additional costs of carriage to and delivery of the goods at the place to which they may be directed, and the Merchant shall indemnify the CTO in respect 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 CTO in order to effect the sole risk 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. Alternatively, if the merchant fails to take delivery within reasonable time or if the CTO in the Bill of Lading of parties to be notified of the arrival of the goods, which cannot be avoided by the exercise of reasonable endeavours, the Merchant shall be deemed to have accepted the responsibility of the CTO in respect of the goods or that part thereof and shall be liable to pay the full freight and charges on goods received for transport. The Merchant shall pay any additional costs of carriage to and delivery of the goods at the place to which they may be directed, and the Merchant shall indemnify the CTO in respect 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 CTO in order to effect the sole risk of the Merchant. 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