

**COMBINED TRANSPORT BILL OF LADING  
LARGE PRINT VERSION AVAILABLE ON REQUEST**

**1. DEFINITIONS**

**1.1 "Carriage"** means the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any other services whatsoever undertaken by the Carrier in respect of the Goods covered by this bill of lading.

**1.2 "Carrier"** means the company stated on the reverse side hereof as being the Carrier and on whose behalf this Bill of Lading has been signed.

**1.3 "Container"** includes any container (including an open top container), flat rack, platform, trailer, truck, semi-trailer, pallets, any other similar article used to consolidate the Goods and any connected equipment.

**1.4 "Freight"** includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading.

**1.5 "Goods"** means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

**1.6 "Hague Rules"** means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February 1968, but only if such amendments are compulsorily applicable to this bill of lading. If it is expressly provided that nothing in this bill of lading shall be construed as contractually applying the said Rules as amended by said Protocol.

**1.7 "Holder"** means any Person for the time being in lawful possession of this bill of lading to the exclusion of all other persons and any bill of lading hereunder shall be null and void insofar as it purports to transfer the bill of lading hereunder to any other person.

**1.8 "Merchant"** includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or this bill of lading and any other person acting on behalf of such Person.

**1.9 "Multimodal Transport"** arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant spaces.

**1.10 "Package"** where a Container is loaded with more than one package or unit, the packages or units enumerated on the reverse side hereof as packed in such Container and entered in the box on the reverse side hereof entitled "Total No. of Containers or Packages received by Carrier" are each deemed a Package.

**1.11 "Person"** includes an individual, corporation, or other legal entity.

**1.12 "Port-to-Port Shipment"** arises if the Carriage is not Multimodal Transport.

**1.13 "SDR"** means a special drawing right as defined by the International Monetary Fund.

**1.14 "Subcontractor"** includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, stevedores, rail and air transport operators, warehousemen and any other contractors employed by the Carrier performing the Carriage and any direct or indirect Subcontractors, servants and agents thereof whether in direct contractual privity or not.

**1.15 "Terms and Conditions"** includes all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties hereof.

**1.16 "US COGSA"** means the US Carriage of Goods by Sea Act 1936.

**1.17 "VESSEL"** means any waterborne craft used in the Carriage under this Bill of Lading, which may be a feeder vessel or an ocean vessel.

**2. CARRIER'S TARIFF**

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Copies of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this bill of lading and the applicable Tariff, this bill of lading shall prevail.

**3. WARRANTY**

The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this bill of lading.

**4. SUBCONTRACTING**

4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever any or all of the Carriage or any part of the Carriage.

4.2 The Merchant undertakes that no claim or allegation, whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier, which imposes or attempts to impose upon any person acting on behalf of the Carrier by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person, and, if any such claim or allegation should nevertheless be made, it shall be made against the Carrier and not against any servant, agent, or Subcontractor shall have the benefit of all Terms and Conditions of whatever nature herein contained or otherwise benefiting the Carrier under clause 20 hereof.

4.3 The Carrier, its servants, agents and Subcontractors, together with their respective servants, agents and Subcontractors, are expressly for their benefit and, in entering into this contract, the Carrier, to the extent of such Terms and Conditions, does so on its own behalf, and also as agent and trustee for such servants, agents and Subcontractors.

**5. CARRIER'S RESPONSIBILITY - PORT-TO-PORT SHIPMENT**

5.1 The Carrier is liable for the Goods from the time of loading at the Port of Discharge shall be determined in accordance with any applicable law making it liable for the Goods from the time of loading at the Port of Discharge (which will be US COGSA for shipments to or from the United States of America) or in any other case in accordance with the Hague Rules Articles 1-8 inclusive only.

5.2 The Carrier shall have no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, however caused. Notwithstanding the above, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by clause 5.1 during such additional compulsory period of responsibility, notwithstanding that such law does not provide for such period.

5.3 Where US COGSA applies then the provisions stated in the said Act shall govern before loading on the vessel or after discharge therefrom, as the case may be, during Carriage to or from a container yard or container freight station or to, from or through a port in the sea terminal at the Port of Loading and/or Discharge. If the Carrier is requested by the Merchant to procure Carriage by an inland carrier in the United States of America and the inland carrier in his discretion agrees to do so, such Carriage shall be performed by the inland carrier only to the Merchant and such carriage shall be subject to the inland carrier's contract and tariff. If for any reason the Carrier is denied the right to act as agent at these times, his liability for loss damage or delay to the Goods shall be determined in accordance with clause 5.1.

5.4 In the event that the Merchant requests the Carrier to deliver the Goods at a port other than the Port of Discharge or

(a) at the port other than the Port of Discharge; or

(b) (save in the United States of America) to deliver instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to such request, such further Carriage will be undertaken on the basis that the Terms and Conditions of this bill of lading are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this bill of lading as the Port of Discharge or Place of Delivery.

**6. CARRIER'S RESPONSIBILITY - MULTIMODAL TRANSPORT**

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage by the Place of Receipt and/or the Place of Delivery, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided for in this bill of lading, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

6.1 Where the stage of Carriage where loss or damage occurred is not known,

(a) Exclusions  
The Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by:

(i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier's servant, agent or Subcontractor;

(ii) compliance with instructions any Person entitled to give them;

(iii) insufficient or defective condition of packing or marks;

(iv) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;

(v) inherent vice of the Goods;

(vi) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;

(vii) a nuclear incident;

(viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof  
The burden of proof that the loss or damage was due to one or more of the causes or events specified in this clause 6.1 shall rest upon the Carrier. Save that if 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 clause 6.1(a) (i) to (viii), 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 these causes or events.

(c) Limitation of Liability  
Except as provided in clauses 7.2(a), (b) or 7.3, if clause 6.1 operates, total compensation shall not exceed the net invoice value of the goods involved, unless the loss or damage occurred in the United States of America and in all other cases 2 SDRs per kilo of the gross weight of the Goods lost or damaged.

6.2 Where the stage of Carriage where the loss or damage occurred is known, notwithstanding anything provided for in clause 6.1 and subject to clause 18, the liability of the Carrier in respect of such loss or damage shall be determined as follows:

(a) 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 Merchant, and

(ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage during which 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

(b) in the absence of such international convention or national law, by the provisions of US COGSA if the loss or damage is known to have occurred during Carriage by sea to or from the USA; or

(c) by the Hague Rules Articles 1-8 only inclusive where the provisions of clauses 6.2(a) or (b) do not apply if the loss or damage is known to have occurred during Carriage by sea to or from the USA; or

(d) if the loss or damage is known to have occurred during Carriage inland in the USA, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or, in the event of such contract or tariffs being void, in accordance with the provisions of clause 6.1, and in either case the law of the State of New York will apply; or

(e) where the provisions of clause 6.2(a), (b), (c) and/or (d) above do not apply, in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or in the absence of such contract or tariff by the provisions of clause 6.1. For the purposes of clause 6.2 reference is made in the Hague Rules to carriage by inland carrier in whose custody the loss or damage occurred and the Hague Rules shall be construed accordingly.

6.3 If the Place of Receipt or Place of Delivery is not named on the reverse hereof the Carrier shall be under no liability whatsoever for loss or damage arising subsequent to discharge from the vessel, save that where US COGSA applies then the provisions stated in said Act shall govern before loading on to and after discharge from any vessel and during Carriage to or from a container yard or container freight station or to, from or through a port in the sea terminal at the Port of Loading and/or Discharge.

6.4 Amendment of Place of Delivery  
In the event that the Merchant requests, and the Carrier agrees to the modification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February 1968, but only if such amendments are compulsorily applicable to this bill of lading. If it is expressly provided that nothing in this bill of lading shall be construed as contractually applying the said Rules as amended by said Protocol.

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