

Consignor

Reference No.



MULTIMODAL TRANSPORT WAYBILL

Issued by The Baltic and International Maritime Council (BIMCO), subject to the UNCTAD/ICC Rules for Multimodal Transport Documents (ICC Publication No. 481) and to the CMI Uniform Rules for Sea Waybills.

Issued 1995

Consignee (not to order)

Notify party/address

Draft Copy

Place of receipt

Ocean Vessel

Port of loading

Port of discharge

Place of delivery

Marks and Nos.

Quantity and description of goods

Gross weight, kg, Measurement, m³

NON-NEGOTIABLE Draft Copy

Particulars above declared by Consignor

Freight and charges

RECEIVED the goods in apparent good order and condition and, as far as ascertained by reasonable means of checking, as specified above unless otherwise stated.

The MTO, in accordance with and to the extent of the provisions contained in this MT Waybill, and with liberty to sub-contract, undertakes to perform and/or in his own name to procure performance of the multimodal transport and the delivery of the goods, including all services related thereto, from the place and time of taking the goods in charge to the place and time of delivery and accepts responsibility for such transport and such services.

The Consignor shall be entitled to transfer right of control of the cargo to the Consignee, the exercise of such option to be noted on this MT Waybill and to be made no later than the receipt of the cargo by the Carrier.

Consignor's declared value of

Freight payable at

Place and date of issue

subject to payment of above extra charge.

Signed for the Multimodal Transport Operator (MTO) as Carrier

Note:

The Merchant's attention is called to the fact that according to Clauses 10 to 12 of this MT Waybill, the liability of the MTO is, in most cases, limited in respect of loss of or damage to the goods.

by As agent(s) only to the MTO

MULTIMODAL TRANSPORT WAYBILL

CODE NAME: "MULTIWAYBILL 95"

I. GENERAL PROVISIONS

1. Applicability

The provisions of this Contract shall apply irrespective of whether there is a unimodal or a Multimodal Transport Contract involving one or several modes of transport.

2. Definitions

"*Multimodal Transport Contract*" means a single Contract for the carriage of Goods by at least two different modes of transport.

"*Multimodal Transport Waybill*" (MT Waybill) means this document evidencing a Multimodal Transport Contract and which can be replaced by electronic data interchange messages insofar as permitted by applicable law and is issued in a non-negotiable form clearly indicating a named Consignee.

"*Multimodal Transport Operator*" (MTO) means the person named on the face hereof who concludes a Multimodal Transport Contract and assumes responsibility for the performance thereof as a Carrier.

"*Carrier*" means the person who actually performs or undertakes to perform the carriage, or part thereof, whether he is identical with the Multimodal Transport Operator or not.

"*Merchant*" includes the Shipper, the Receiver, the Consignor, the Consignee and the owner of the Goods.

"*Consignor*" means the person who concludes the Multimodal Transport Contract with the Multimodal Transport Operator.

"*Consignee*" means the person entitled to receive the Goods from the Multimodal Transport Operator.

"*Taken in charge*" means that the Goods have been handed over to and accepted for carriage by the MTO.

"*Delivery*" means

- the handing over of the Goods to the Consignee; or
- the placing of the Goods at the disposal of the Consignee in accordance with the Multimodal Transport Contract or with the law or usage of the particular trade applicable at the place of delivery; or
- the handing over of the Goods to an authority or other third party to whom, pursuant to the law or regulations applicable at the place of delivery, the Goods must be handed over.

"*Special Drawing Rights*" (SDR) means the unit of account as defined by the International Monetary Fund.

"*Goods*" means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the MTO, irrespective of whether such property is to be or is carried on or under deck.

3. MTO's Tariff

The terms of the MTO's applicable tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable tariff are available from the MTO upon request. In the case of inconsistency between this MT Waybill and the applicable tariff, this MT Waybill shall prevail.

4. Time Bar

The MTO shall, unless otherwise expressly agreed, be discharged of all liability under this MT Waybill unless suit is brought within nine months after:

- the Delivery of the Goods; or
- the date when the Goods should have been delivered; or
- the date when, in accordance with sub-clause 10 (e) failure to deliver the Goods would give the Consignee the right to treat the Goods as lost.

5. Law and Jurisdiction

Disputes arising under this MT Waybill shall be determined by the courts and in accordance with the law at the place where the MTO has his principal place of business.

II. PERFORMANCE OF THE CONTRACT

6. Methods and Routes of Transportation

(a) The MTO is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.

(b) 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.

7. Optional Storage

(a) Goods may be stowed by the MTO by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate Goods.

(b) Containers, trailers, transportable tanks and covered flats, whether stowed by the MTO or received by him in a stowed condition, may be carried on or under deck without notice to the Merchant.

8. Delivery of the Goods to the Consignee

The MTO undertakes to perform or to procure the performance of all acts necessary to ensure Delivery of the Goods, upon proof of his identity, to the person named as Consignee in the document or a person as instructed by the Consignor or by a person who has acquired the Consignor's or the Consignee's rights under the Multimodal Transport Contract to give such instructions.

9. Hindrances, etc. Affecting Performance

(a) The MTO shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for Delivery.

(b) If at any time the performance of the Contract as evidenced by this MT Waybill is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, and if by virtue of sub-clause 9 (a) the MTO has no duty to complete the performance of the Contract, the MTO (whether or not the transport is commenced) may elect to

(i) treat the performance of this Contract as terminated and place the Goods at the Merchant's disposal at any place which the MTO shall deem safe and convenient; or

(ii) deliver the Goods at the place designated for Delivery.

(c) If the Goods are not taken Delivery of by the Merchant within a reasonable time after the MTO has called upon him to take Delivery, the MTO shall be at liberty to put the Goods in safe custody on behalf of the Merchant at the latter's risk and expense.

(d) In any event the MTO 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. LIABILITY OF THE MTO

10. Basis of Liability

(a) The responsibility of the MTO for the Goods under this Contract covers the period from the time the MTO has taken the Goods into his charge to the time of their Delivery.

(b) Subject to the defences set forth in Clauses 11 and 12, the MTO shall be liable for loss of or damage to the Goods, as well as for delay in Delivery, if the occurrence which caused the loss, damage or delay in Delivery took place while the Goods were in his charge as defined in sub-clause 10 (a) unless the MTO proves that no fault or neglect of his own servants or agents or any other person referred to in sub-clause 10 (c) has caused or contributed to the loss, damage or delay in Delivery.

However, the MTO shall only be liable for loss following from delay in Delivery if the Consignor has made a written declaration of interest in timely Delivery which has been accepted in writing

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by the MTO.

(c) The MTO shall be responsible for the acts and omissions of his servants or agents, when any such servant or agent is acting within the scope of his employment, or of any other person of whose services he makes use for the performance of the Contract, as if such acts and omissions were his own.

(d) Delay in Delivery occurs when the Goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which it would be reasonable to require of a diligent MTO, having regard to the circumstances of the case.

(e) If the Goods have not been delivered within ninety (90) consecutive days following the date of Delivery determined according to Clause 10 (d) above, the claimant may, in the absence of evidence to the contrary, treat the Goods as lost.

11. Defences for Carriage by Sea or Inland Waterways

Notwithstanding the provisions of Clause 10 (b), the MTO shall not be responsible for loss, damage or delay in Delivery with respect to Goods carried by sea or inland waterways when such loss, damage or delay during such carriage results from:

(i) act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel;

(ii) fire, unless caused by the actual fault or privity of the Carrier;

(iii) the causes listed in the Hague-Visby Rules article 4.2 (c) to (p);

however, always provided that whenever loss or damage has resulted from unseaworthiness of the vessel, the MTO can prove that due diligence has been exercised to make the vessel seaworthy at the commencement of the voyage.

12. Limitation of Liability

(a) Unless the "nature" and value of the Goods have been declared by the Consignor before the Goods have been taken in charge by the MTO and inserted in the MT Waybill, the MTO shall in no event be or become liable for any loss of or damage to the Goods in an amount exceeding:

(i) when the Carriage of Goods by Sea Act of the United States of America, 1936 (US COGSA) applies USD 500 per package or customary freight unit; or

(ii) when any other law applies, the equivalent of 666.67 SDR per package or unit or two SDR per kilogramme of gross weight of the Goods lost or damaged, whichever is the higher.

(b) Where a container, pallet, or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the MT Waybill as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

(c) Notwithstanding the above-mentioned provisions, if the Multimodal Transport does not, according to the Contract, include carriage of Goods by sea or by inland waterways, the liability of the MTO shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the Goods lost or damaged.

(d) In any case, when the loss of or damage to the Goods occurred during one particular stage of the Multimodal Transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the MTO's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

(e) If the MTO is liable in respect of loss following from delay in Delivery, or consequential loss or damage other than loss of or damage to the Goods, the liability of the MTO shall be limited to an amount not exceeding the equivalent of the freight under the Multimodal Transport Contract for the Multimodal Transport.

(f) The aggregate liability of the MTO shall not exceed the limits of liability for total loss of the Goods.

(g) The MTO is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in Delivery resulted from a personal act or omission of the MTO done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

(h) The MTO is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in Delivery resulted from a personal act or omission of the MTO done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

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13. Assessment of Compensation

(a) Assessment of compensation for loss of or damage to the Goods shall be made by reference to the value of such Goods at the place and time they are delivered to the Consignee or at the place and time when, in accordance with the Multimodal Transport Contract they should have been so delivered.

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

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