NEGOTIABLE BILL OF LADING
MULTIMODAL TRANSPORT

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.

Place of discharge

Place of loading

Port of discharge

Port of loading

Declaration of interest of the consignor

Marks and numbers

Ocean vessel

Place of receipt

Cargo insurance

Freight payable at

Number of Original FBL's

Stamp and signature

Place and date of issue


FIATA

FIATA/Zurich-Switzerland 6.92

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Definitions

"Freight Forwarder" means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.

The terms "Contract" and "Consignment" mean the multimodal transport contract concluded between the Receiver and the Owner of the Goods.

"Consignor" means the person whose goods are consigned to the multimodal transport contract with the Freight Forwarder.

"Freight Forwarder" means the person entitled to receive the goods from the Freight Forwarder.

"Carriage" means the goods involved in the multimodal transport contract with the Freight Forwarder.

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

1. Applicability

By acceptance of the heading "FIATA Multimodal Transport Bill of Lading (FBL)" these conditions shall also apply if only one mode of transport is used.

2. Bill of Lading

2.1. By issuance of this FBL, the Freight Forwarder:

a) agrees to conclude a multimodal transport contract to procure the performance of the entire transport, from the place at which the goods are in charge of the freight forwarder (place of receipt evidenced in this FBL) to the terms and conditions of carriage specified in this FBL ("terms of delivery") and is responsible for all risks of transport and conveys all the rights of the consignor to the consignee on behalf of the owner;

b) accepts to be liable for the performance of the contract evidenced by this FBL, as if such facts and omissions were his own.

2.2. The Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whom the Consignor has to the knowledge of the Freight Forwarder, as well as for the performance of the contract evidenced by this FBL, unless such facts and omissions were his own.

3. The FBL is issued in a negotiable form unless it is marked "non-negotiable". It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods without having to produce the FBL.

4. Information as to the consignee

The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described in the FBL and the place and time at which the goods were received. The weight, load and count, "shipper-locked" or similar expressions, has been made in the goods description. Any remarks made on the FBL do not affect the title or the performance of the contract evidenced by this FBL, if the FBL has been transferred to the consignee for valuable consideration who in good faith has relied on these remarks.

5. Dangerous Goods and Indemnity

The terms and conditions of carriage for dangerous goods are those which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case be complied with. In the absence of such international regulation, or if goods of a dangerous nature are taken in charge by the Freight Forwarder and indicated to him, if need be, the precautions necessary to be taken in such cases shall be observed, and the circumstances may require, without compensation. The Freight Forwarder shall indemnify the Consignor against all loss, damage, liability and expense arising therefrom.

6. Freight Forwarder's Liability

6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the moment when the goods have been taken in charge by the Freight Forwarder, at all points and places where the goods are consigned to or received from the Consignor, at the place of departure and at the place of arrival, and even in the event of indirect carriage.

6.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the loss of damage or delay is caused by the fault or neglect of the Freight Forwarder, or of his servants or agents acting on behalf of the Freight Forwarder, or if the loss of damage or delay is caused by any act or omission resulting from a circumstance to which the Freight Forwarder is not liable under these conditions.

6.3. The Freight Forwarder shall not be liable for loss of or damage to the goods resulting from the indirect carriage of the goods or for any subsequent carriage of the goods.

7. Claims against the Freight Forwarder

7.1. The Consignor shall be deemed to have guaranteed the Freight Forwarder the accuracy, at the time when the goods are taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, and of the terms and conditions of carriage and the actual weight of the goods, as furnished to him or on his behalf for insertion on the FBL.

7.2. Any claims for or in respect to the consignment of goods shall be notified to the Freight Forwarder within 8 days, counting from the date of delivery of the goods, or in the case of the goods not being delivered, from the date on which the goods should have been delivered or from the date on which the goods were delivered in accordance with clause 3.6, if this is notified in writing at the time of delivery or within 8 days thereafter.

7.3. Claims for loss of or damage to the goods shall be made by the consignee to the Freight Forwarder in writing within 14 days of the completion of delivery of the goods or, in the case of the goods not being delivered, from the date on which the goods were delivered in accordance with clause 3.6, if this is notified in writing at the time of delivery or within 8 days thereafter.

7.4. Any claim for loss of or damage to the goods shall be based on the consignment of the goods, whether such claim is made by the consignee on the FBL or on an amended FBL.

8. Assessment of loss or damage to the goods shall be made by reference to the current market price of the goods at the time and place of the event giving rise to such loss or damage. If the current market price is not ascertainable or if there is no current market price, then there is no basis for assessment of loss or damage to the goods or for the settlement of any claim.

8.2. If the Consignor cannot supply evidence of the current market price of the goods, the current market price of the goods is to be considered as the amount payable by the Consignee to the Freight Forwarder for the goods.