

MULTIWAYBILL 2016

NON-NEGOTIABLE MULTIMODAL TRANSPORT WAYBILL

Subject to the UNCTAD/ICC Rules for Multimodal Transport Documents, (ICC Publication No. 481), and to the CMI Uniform Rules for Sea Waybills

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O and an an			Maritime e del Tropoport /	TATE VALOR HOLLING	Deference No.
Consignor			Multimodal Transport (MT) Waybill No. Reference No.		
Consistence (set to order)		Notify address		Vessel	
Consignee (not to order)		Notify address		Vessel	
Place of receipt			Port of loading		
Flace of Teceipt					
Place of delivery			Port of discharge		
		I description of Gross weight, kg		N	Measurement, m ³
goods					
Particulars above declared by Consignor					
Freight and charges RECEIVED the goods in means of checking, as s			n apparent good order and condition and, as far as ascertained by reasonable specified above unless otherwise stated.		
The MTO, in accordance with liberty to sub-cooper			e with and to the extent of the provisions contained in this MT Waybill, and act, undertakes to perform and/or in its own name to procure performance of		
the multimodal transport			and the delivery of the goods, including all services related thereto, from the ing the goods in charge to the place and time of delivery and accepts		
Freight payable at responsibility for such that			ansport and such services.		
The Consignor shall be of such option to be not by the Carrier.			entitled to transfer right of control of the goods to the Consignee, the exercise ted on this MT Waybill and to be made no later than the receipt of the goods		
Consignor's declared value of:				Place and date of issue	
subject to payment of above extra charge.					
Note: The Merchant's attention is called to the fact that according 26 of this MT Waybill, the liability of the MTO is, in most cases, lim					
of or damage to the goods.					
MTO as Carrier:(insert name)					
Signature:(MTO as Carrier*/Master*/Agent*)					
*Delete as appropriate					
If signed by an Agent indicate with a tick ☑ whether for and on behalf of:					
☐ Master; or					
□ MTO as Carrier					
Agent(insert name)					

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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

2. Definitions

"Multimodal Transport Contract" means a single Contract for the carriage of Goods

"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 it is identical with the Multimodal Transport Operator or not.

"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee and

"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 for carriage by the MTO. eans that the Goods have been handed over to and accepted

"Delivery" means
(i) the handing over of the Goods to the Consignee; or

(ii) 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

(iii) 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 oil 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.

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

(i) the Delivery of the Goods; or (ii) the date when the Goods should have been delivered; of

(iii) 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 its principal place of

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, may sail with or without pilots, undergo repairs, adjust equipment, drydock and toy vessels in all situations.

Vessels II an introducts.

7. Optional Stowage

(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 declinity without notice to the Merchant.

New Mode to 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 its identity, to the person named as Consignee in the document or a person as instructed by the Consigner 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

(a) The MrO Statu use reasonable endeavours to complete the darkport 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

(d) In any event the MTO shall be entitled to full freight for Goods received for (c), ... any contracts mire shall be ensured to full height 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 its 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 which caused the local sub-clause 10 (a) unless the MTO price the door neglect of its own its 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 by the MTO.

(c) The MTO shall be responsible for the acts and omissions of its servants or

agents, when any such servant or agent is acting within the scope of its employment, or of any other person of whose services it makes use for the performance of the Contract, as if such acts and omissions were its 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.

circumstances of tire 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 rcised to make the vessel seaworthy at the commencement of the voyage

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

vayour, the WIO State in the vesting to be decontentate for any loss of the 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 66.67 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

(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 waterways, the liability of the Mill shall be limited to an amaged.

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 of 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 Dalivery, 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 guiuvalent of the freight under the Multimodal Transport Contract for the Multimodal Jransport. (f) The aggregate liability of the MTO shall not exceed the limits of liability for total

loss of the Goods.

(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.

13. Assessment of Compensation.

(a) Unless the nature and value of the Goods have been declared by the Consignor before the Goods have been reken in charge by the MTO and inserted in the MT Waybill, the MTO shall hin on even the or become liable for any loss of or damage to the (a) Assessment of compensation for loss of or damage to the Goods shall be made by terference 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 Multithodal hansport Contract they should have been so delivered.

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

14. Notice of loss of or Damage to the Goods.

ch loss or damage, is given in writing by the Consignee to the MTO when the

Goods are handed over to the Consignee, such handing over is prima facie evidence of the Delivery by the MTO of the Goods as described in the MT Waybill. (b) Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within six consecutive days after the day when the Goods were handed over to the Consignee.

15. Defences and Limits for the MTO, Servants, etc.

The provisions of this Contract apply to all claims against the MTO relating to the performance of the Multimodal Transport Contract, whether the claim be founded in contract or in tort.

16. International Group of P&I Clubs/BIMCO Himalaya Clause for bills of lading

and other contracts 2014

(a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers interligents, and operators or vessels (unter that are Carnet), unterlying carnets, stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.

perform this contract whether in direct contractual privity with the Carrier or not.
(b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the Merchant or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.

(c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the carrier, who shall be entitled to enforce the same against the Merchant.

(d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the carrier contract, bailment, fort or otherwise shall be made against any Servant of the carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, it will indemnify the carrier against all consequences thereof.

(e) For the purpose of sub-paragraphs (a)-(d) of this clause the Carrier is or shall be deemed to be action as agent or trustee on what if of and for the benefit of all

deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are its Servant and all such persons nall to this extent be or be deemed to be parties to this contract

IV. DESCRIPTION OF GOODS

17. MTO's Responsibility
The information in the MT Waybill shall be prima facie evidence of the taking in charge by the MTO of the Goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper-packed container" of similar expressions, have been made in the printed text or superimposed on the

document. As between the Carrier and the Consignee the information in the MT Waybill shall be conclusive evidence of receipt of the Goods as so stated and proof to the contrary shall not be permitted provided always that the Consignee has acted

In good ratio.

18. Consignor's Responsibility

(a) The Consignor shall be deemed to have guaranteed to the MTO the accuracy, at the time the Goods were taken in charge by the MTO, of all particulars relating to the general nature of the Goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the Goods as furnished by him or on its behalf for insertion in the MT Waybill.

(b) The Consignor shall indemnify the MTO for any loss or expense caused by

inaccuracies in or inadequacies of the particulars referred to above.

(c) The right of the MTO to such indemnity shall in no way limit its liability under the Multimodal Transport Contract to any person other than the Consignor.

(d) The Consignor shall remain liable even if the Goods have been delivered

19 Return of Containers

19. Neturn or Containers (a) Containers pallets or similar articles of transport supplied by or on behalf of the MTO shall be returned to the MTO in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the

to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the MTO's tariff or elsewhere.

(b) (i) The Consignor shall be liable for any loss of, damage to, or delay, including demurrage, of such articles, incurred during the period between handing over to the Consignor and return to the MTO for carriage.

(ii)The Consignor and the Consignee shall be jointly and severally liable for any loss of, damage to, or delay, including demurrage, of such articles, incurred during the period between handing over to the Consignee and return to the MTO.

20. Dangerous Goods

(a) The Consignor shall comply with all internationally recognised requirements and all rules which apply according to national law or by reason of international convention, relating to the carriage of Goods of a dangerous nature, and shall in any evergi inform the MTO in writing of the exact nature of the danger before Goods of a dangerous nature are taken in charge by the MTO and indicate to him, if need be, the precautions to be taken.

(b) If the Consignor fails to provide such information and the MTO is unaware of the

s nature of the Goods and the necessary precautions to be taken and if, at y time, they are deemed to be a hazard to life or property, they may at any place unloaded, destroyed or rendered harmless, as circumstances may require, hout compensation and the Consignor shall be liable for all loss, damage, delay or expenses arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the MTO knew the exact nature of the danger constituted by the carriage of the said Goods shall rest upon

(c) If any Goods shipped with the knowledge of the MTO as to their dangerous nature shall become a danger to the vessel or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the MTO without liability on the part of the MTO except to General Average, if any.

21. Consignor-packed Containers, etc.

(a) If a container has not been filled, packed or stowed by the MTO, the MTO shall not be liable for any loss of or damage to its contents and the Consignor shall indemnify any loss or expense incurred by the MTO if such loss, damage or expense has been caused by:

In subsect values up. (i) hegigent filling, packing or stowing of the container; (ii) the contents being unsuitable for carriage in container; or (iii) the unsuitability or defective condition of the container unless the container has been supplied by the MTO and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed. (b) The provisions of sub-clause (a) of this Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed

by the MTO.

(c) The MTO does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

V. FREIGHT AND LIEN

22. Freight
(a) Freight shall be deemed earned when the Goods have been taken into charge by the MTO and shall be paid in any event.

(b) The Merchant's attention is drawn to the stipulations concerning currency in (b) The wherchairs a definition is drawn to the superalization continuing currently which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable the following provision

If the currency in which freight and charges are quoted is devalued or revalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. When the MTO has consented to payment in other currency than the above mentioned currency, then all freight and charges shall - subject to the preceding paragraph - be paid at the highest selling rate of exchange for banker's sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid the rate to be used will be the one in force on the last day the banks were open. (c) For the purpose of verifying the freight basis, the MTO reserves the right to have

the contents of containers, trailers or similar articles of transport inspected in order to ascertain the weight, measurement, value or nature of the Goods. If on such inspection it is found that the declaration is not correct, it is agreed that a sum equal either to five times the difference between the correct freight and the freight charges or to double the correct freight less the freight charges, whichever sum is the smaller, shall be payable as liquidated damages to the MTO notwithstanding any other sum having been stated on this MT Waybill as the freight payable.

(d) All dues, taxes and charges levied on the Goods and other expenses in

connection therewith shall be paid by the Merchant.

MTO shall have a lien on the Goods for any amount due under this Contract and for the costs of recovering the same, and may enforce such lien in any reasonable manner, including sale or disposal of the Goods.

VI. MISCELLANEOUS PROVISIONS

24. General Average
(a) General Average shall be adjusted at any port or place at the MTO's option and (a) Celinear Average sian be adjusted at airly port to place at the inviso splicin may be to be settled according to the York-Antwerp Rules 2016, this covering all Goods, whether carried on or under deck. The New Jason Clause as approved by BIMCO to be considered as incorporated herein.

(b) Such security including a cash deposit as the MTO may deem sufficient to cover (b) dour sectury including a cash repost as the wind may been salinitizent to write the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be submitted to the MTO prior to Delivery of the Goods.

25. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause as adopted by BIMCO shall be considered incorporated herein.

In case the Contract evidenced by this MT Waybill is subject to U.S. COGSA, then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the Goods are in the Carrier's custody