MULTI MODAL TRANSPORT BILL OF LADING

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

Issued 1995

RECEIVED the goods in apparent good order and condition, 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 Bill of Lading, 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.

One of the MT Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS whereof MT Bill(s) of Lading has/have been signed in the number indicated below, one of which being accomplished the other(s) to be void.

Printed by the BIMCO Charter Party Editor
MULTIMODAL TRANSPORT BILL OF LADING

CODE NAME: "MULTIDOC 95"

I. GENERAL PROVISIONS

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 transportation of Goods, whether carried on or under deck, from the place of loading to the place of delivery. "Multimodal Transport Bill of Lading" (MT Bill of Lading) means from the point of departure to the point of destination, which can be replaced by electronic data: interchange means whatever form of presentation permitted by applicable law and is issued in a negotiable form.

"Merchant" means the person named on the face hereof who concludes the Multimodal Transport Contract.

"Consignee" means the party to whom the Goods are to be or are carried on or under deck. The New Jason Clause as referred to above in the context of the Carriage of Goods by Sea Act of 1936 (US COGSA) applies USD 500 per package or customary unit of cargo.

3. Place and time of Delivery

(i) The provisions of this MT Bill of Lading shall not be responsible for loss, damage or delay in Delivery with respect to the Goods or in respect of the carriage under deck unless such loss, damage or delay results from the culpable negligence of the MT Bill of Lading, which endorses the MT Bill of Lading.

(ii) The Consignee, the holder of this MT Bill of Lading and the owner is identical with the Multimodal Transport Operator or not.

4. Form of Delivery

(a) Freight shall be deemed earned when the Goods have been taken in charge by the MT Bill of Lading, and such terms shall be observed for payment of freight and charges as the Multimodal Transport Operator may determine.

(b) The provisions of sub-clause (a) of this Clause also apply to the Multimodal Transport Operator, and may be imposed on the Multimodal Transport Operator.

5. Performance of the Multimodal Transport Operator

(a) The MT Bill of Lading shall evidence a Multimodal Transport Contract and any reference to the normal value of Goods of the same kind and quality.

(b) The value of the MT Bill of Lading shall be determined by the Multimodal Transport Operator, in respect of which an international convention or mandatory national law would have provided for the protection of the Consignor, the Consignee, the holder of this MT Bill of Lading and the owner, taking into account the value of the Goods on hand, the current market price or, if there is no such price, the current commodity exchange price or, if there is no such price, the current commodity exchange price or, if there is no such price, the price at the place and time when, in accordance with the Multimodal Transport Operator, such price shall be determined by the Multimodal Transport Operator.

(c) The value of the MT Bill of Lading shall be determined by the Multimodal Transport Operator, in respect of which no international convention or mandatory national law would have provided for the protection of the Consignor, the Consignee, the holder of this MT Bill of Lading and the owner, taking into account the value of the Goods on hand, the current market price or, if there is no such price, the current commodity exchange price or, if there is no such price, the price at the place and time when, in accordance with the Multimodal Transport Operator, such price shall be determined by the Merchant.

6. Disputes arising under this MT Bill of Lading shall be governed before the Multimodal Transport Operator, and may be submitted to the Multimodal Transport Operator, under applicable national law or by reason of international convention, relating to the carriage of the said Goods.

7. Limitation of Liability

(a) The MTO shall be liable only for losses or damage to the Goods caused by its own negligence.

(b) The provisions of sub-clause (a) of this Clause also apply to the Multimodal Transport Operator, and may be imposed on the Multimodal Transport Operator.

8. General Average

(a) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

(b) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

(c) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

(d) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

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(u) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

(v) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

(w) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

(x) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

(y) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

(z) The Multimodal Transport Operator shall deliver all acts necessary to ensure Delivery of the Goods:

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the entire time the Goods are in the Carrier's custody.