



Documents and Forms



International Federation of
Freight Forwarders Associations

FIATA

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Freight Forwarders Associations
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Foreword

We are pleased to present to you this revised brochure on the subject of FIATA documents and forms, knowledge of which is essential for every freight forwarder around the world, just as the promotion of uniform standards for freight forwarders' documents and forms is one of the most important objectives of FIATA.

More than 50 years ago it was felt that a certain degree of harmonisation and guidance in freight forwarding documents and forms was desirable and for this reason FIATA created:

1955 the FIATA FCR	-	FIATA Forwarders Certificate of Receipt (green)
1959 the FIATA FCT	-	FIATA Forwarders Certificate of Transport (yellow)
1970 the FBL	-	FIATA Negotiable Combined Transport Bill of Lading (blue)
1975 the FWR	-	FIATA Warehouse Receipt (orange)
1984 the FFI	-	FIATA Forwarding Instructions (white)
1984 the FIATA SDT	-	Shippers Declaration for the Transport of Dangerous Goods (white/red)
1992 the amended FBL	-	Negotiable FIATA Multimodal Transport Bill of Lading (blue), replacing the FIATA Combined Transport Bill of Lading
1996 the FWB	-	Non-negotiable FIATA Multimodal Transport Waybill (white/blue)
1997 the FIATA SIC	-	Shippers Intermodal Weight Certification (white/green)
2005 the revised FIATA SDT	-	Shippers Declaration for the Transport of Dangerous Goods (white/red)

as uniform standard documents and forms with distinctive colours.

In the meantime most of our member countries have introduced one, two or all of our documents. Millions of copies of the FIATA FCR, the FIATA FCT, the FBL, the FWB and the FWR have been issued. Not a single case of juridical dispute as to the lawfulness and propriety of the terms has come to our knowledge, and this is evidence of the competence and integrity of the freight forwarder issuing these documents.

Furthermore, the FIATA FCR and the FIATA FCT were recognised by the International Chamber of Commerce in 1975 in their Doc. 470/251. The ICC logo on the FBL and the FWB denotes that these documents are in conformity with the 1991 UNCTAD/ICC Rules for Multimodal Transport Documents.

FIATA documents have an excellent reputation and are recognised as documents of tradition and trust. They have greatly contributed in the past to the facilitation of international exchanges and will continue in the future to be valuable instruments in the service of world trade.

By using FIATA documents and forms, you participate in the propagation of uniform right and joint practice of the worldwide freight forwarding industry and contribute to the reputation and image of our profession.

General Stipulations

1. The authority to control printing and distribution of our documents is restricted to the member organisations of FIATA.
2. Association Members are responsible for the printing of the documents in English, with regard to text and layout, of the authorised specimen. If necessary, it is also permitted to add the text in the organisation's national/territorial language in the document. Association Members are required to mark the documents they distribute with a suffix letter corresponding to the UN country codes, for example:

AUSTRIA	AT
JAPAN	JP
CANADA	CA
3. Before issuing FIATA documents, Association Members have to submit proof prints to the FIATA Secretariat for approval.
4. FIATA documents and forms are distributed by FIATA Association Members to their member firms in accordance with official instructions and explanatory notes on their use. To control the issue of these documents the Association Members maintain a register of member firms who have received copies of the documents, indicating their serial number.
5. FIATA has the copyright on the FIATA FCR, FIATA FCT, FWR, FBL, FWB, SDT and SIC. Reproduction of the documents by individual firms in any form is strictly prohibited.

Suppliers or Forwarders Principals



FIATA FCR

Forwarders Certificate of Receipt ORIGINAL

No.	Country Code
-----	--------------

Forw. Ref.

Consignee

Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
-------------------	-----------------------------	----------------------	--------------	-------------



according to the declaration of the consignor

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

We certify having assumed control of the above mentioned consignment in external apparent good order and condition

at the disposal of the consignee

with irrevocable instructions*

to be forwarded to the consignee

Remarks

Instructions as to freight and charges

* Forwarding instructions can only be cancelled or altered if the original Certificate is surrendered to us, and then only provided we are still in a position to comply with such cancellation or alteration.

Instructions authorizing disposal by a third party can only be cancelled or altered if the original Certificate of Receipt is surrendered to us, and then only provided we have not yet received instructions under the original authority.

Place and date of issue

Stamp and signature

FIATA FCR Forwarder's Certificate of Receipt

The Forwarder's Certificate of Receipt was introduced by FIATA for the use by international freight forwarders which are members of FIATA's association members. The FIATA FCR document enables the freight forwarder to provide the consignor with a special document as an official acknowledgement that he/she has assumed responsibility of the goods.

The FIATA FCR can be handed over to the consignor immediately after the freight forwarder has received the consignment.

By completing the FIATA FCR the freight forwarder certifies that he/she is in possession of a specific consignment, with irrevocable instructions for dispatch to the consignee shown in the document, or for keeping it at the consignor's disposal if the consignee is not specified. These instructions may only be cancelled if the original FIATA FCR document is handed over to the issuing freight forwarder and only if it is in a position to comply with such cancellation or alteration.

The FIATA FCR will primarily be used when the supplier sells the goods ex works and needs to prove that it has complied with its obligations to the buyer by presenting a FIATA FCR. In the case of a Letter of Credit the seller will under such conditions be able to present a FIATA FCR issued by a forwarder in order to obtain payment of the sales price placed at its disposal by the buyer under the terms of the Letter of Credit. The seller can no longer dispose of goods handed over to the forwarder once the FIATA FCR document has been handed over to the buyer.

The FIATA FCR is not negotiable. As the delivery of the consignment to the consignee does not depend on the handing over of this document, only one original is issued. Should further copies be required, forms specially overprinted with the words "Copy" should be used.

When issuing a FIATA FCR, the freight forwarder should ensure that:

1. He or she has taken over the goods specified therein and that the right of disposal of these goods is vested solely in him/her;
2. the goods appear to be in apparent good order and condition;
3. the details on the document clearly correspond with the instructions he or she has received; and
4. the conditions of freight documents (B/L, etc.) are not contrary to the obligations he or she has assumed according to the FIATA FCR document.

The FIATA FCR ordinarily bears the general conditions of the issuing country or territory on the reverse. The document may only be used by freight forwarders who adhere to these general conditions and applicable law in their forwarding activities.

It is recommended that the freight forwarder covers its liability by insurance in accordance with the FIATA FCR requirements and the applicable law.

Suppliers or Forwarders Principals



FIATA FCT

No.	Country Code
-----	--------------

**Forwarders
Certificate of Transport
ORIGINAL**

Forw. Ref.

Consigned to order of

Notify address

Conveyance from /via

Destination

Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
-------------------	-----------------------------	----------------------	--------------	-------------



according to the declaration of the consignor

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

Acceptance of this document or the invocation of rights arising therefrom acknowledges the validity of the following conditions, regulations and exceptions also of the trading conditions printed overleaf, except where the latter conflict with conditions 1-6 below.

1. The undersigned are authorized to enter into contracts with carriers and others involved in the execution of the transport subject to the latter's usual terms and conditions.
2. The undersigned do not act as Carriers but as Forwarders. In consequence they are only responsible for the careful selection of third parties, instructed by them, subject to the conditions of Clause 3 hereunder.
3. The undersigned are responsible for delivery of the goods to the holder of this document through the intermediary of a delivery agent of their choice. They are not responsible for acts or omissions of Carriers involved in the execution of the transport or of other third parties. The undersigned Forwarders will, on request, assign their rights and claims against Carriers and other parties.
4. Insurance of the goods will only be effected upon express instructions in writing.
5. Unforeseen and/or unforeseeable circumstances entitle the undersigned to arrange for deviation from the envisaged route and/or method of transport.
6. Unforeseen and/or unforeseeable disbursements and charges are for the account of the goods.

Insurance through the intermediary or the undersigned Forwarders

- Not covered
- Covered according to the attached Insurance Policy / Certificate

All disputes shall be governed by the law and within the exclusive jurisdiction of the courts at the place of issue.

For delivery of the goods please apply to:

Freight and charges prepaid to:

thence for account of goods, lost or not lost.

We, the Undersigned Forwarders in accordance with the instructions of our Principals, have taken charge of the abovementioned goods in good external condition at:

for despatch and delivery as stated above or order against surrender of this document properly endorsed.

In witness thereof the Undersigned Forwarders have signed originals of this FCT document, all of this tenor and date. When one of these has been accomplished, the other(s) will lose their validity.

Place and date of issue

Stamp and signature

FIATA FCT

Forwarder's Certificate of Transport

The Forwarder's Certificate of Transport was introduced by FIATA for the use by international freight forwarders which are members of FIATA's association members.

By issuing a FIATA FCT document to the consignor, the freight forwarder assumes the obligation to arrange delivery of the goods at destination through an agent appointed by him/her. The FIATA FCT can be handed over to the consignor immediately after the consignment has been handed over to the freight forwarder for shipment.

By issuing the FIATA FCT the freight forwarder certifies that he/she has assumed responsibility for organising the dispatch and delivery of specific goods according to instructions he/she has received from the consignor as indicated in the document.

The freight forwarder is responsible to ascertain the delivery of the goods at destination through a delivery agent appointed by him/her in the interest of the holder of the document in accordance with the conditions stipulated on the reverse of the FIATA FCT.

The FIATA FCT has a "block" function. The freight forwarder is only responsible for the forwarding services required for delivery of the goods. The FIATA FCT, as distinguished from the FBL, is not a document subjecting the freight forwarder to a liability as carrier but his/her liability is governed by the applicable freight forwarding conditions.

The FIATA FCT will therefore be of importance in all cases where the transport has to be arranged for delivery to the consignee. The seller will be able to obtain payment of the selling price from his/her bank against the FIATA FCT when used with the "Cash Against Documents" procedure.

The FIATA FCT is negotiable when made out "To Order" (see also ICC Doc. 470/251 Art. 24).

The FIATA FCT is negotiable, as the delivery of the consignment may only be effected against presentation of the original document, duly endorsed.

When issuing the FIATA FCT document the freight forwarder should ensure that:

1. he/she has taken control of the goods specified therein and that the right of disposal of these goods is vested solely in him/her;
2. the goods appear to be in apparent good order and condition;
3. the details on the document clearly correspond with the instructions he/she has received;
4. the conditions of freight documents (B/L, etc.) are not contrary to the obligations he/she has assumed according to the FIATA FCT document;
5. the responsibility for the insurance of the goods has been agreed; and
6. it is clearly specified whether one or more originals have been issued.

It is recommended to dispatch the FIATA FCT negotiable documents by a courier service or other means that ensures the proof of receipt.

The FIATA FCT should bear the general conditions of the issuing country or territory on the reverse. The document may only be used by freight forwarders who adhere to these general conditions in their forwarding activities.

Great care must be taken in the preparation of these documents as the particulars contained therein must reflect accurately the full details of the consignment.

Supplier

Emblem
of
National
Association

FWR
FIATA WAREHOUSE RECEIPT

No. _____

ORIGINAL

Depositor

Warehouse Keeper

Warehouse

Identification of means of transport

Insurance

Coverd

not covered

Against fire

Against burglary / pilferage

Other risks covered (specify) _____

Insurance amount

Marks and numbers;

Number and kind of packages;

Description of goods

Gross weight



Received in apparent good order and condition

Stated by Depositor

Gross weight

Stated by Depositor

Description of merchandise (contents):

Controlled by warehouse keeper

Controlled by warehouse keeper

Warehousing is subject to standard business conditions; vide reverse

As warehouse keepers we are liable to deliver the stored merchandise against presentation of this document only, and in case of cession of rights exclusively to the holder of this document being legitimated by an uninterrupted chain of transfers as outlined overleaf.

We acknowledge that we can only lodge a complaint with the legitimated holder of this document if and when this refers to the validity of issue of said document and / or results therefrom.

Our legal lien or right of retention will not be affected by this clause.

In case of partial deliveries warehouse receipt must be submitted for entering outgoing stock.

Place and date of issue

Stamp and signature

FWR

FIATA Warehouse Receipt

The freight forwarder often provides warehousing services. When doing so he/she has to issue a receipt for the merchandise.

The FWR is a Warehouse Receipt for use in freight forwarders' warehousing operations. It is a standard document mainly used at national/territorial level.

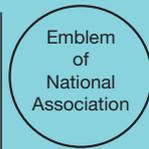
The FWR is not a warehouse warrant, which means a formal document recognised as warrant according to the applicable law. When a warehouse keeper is requested to issue a warehouse warrant, the FWR cannot be used. If the issue of a legally recognised document of this kind is not required, the FWR can be issued in almost all cases. Its commercial character is practically the same as that of a warehouse warrant. The FWR incorporates detailed provisions regarding the rights of the

holders-by-endorsement of the document, the transfer of ownership and the agreement that presentation of the warehouse receipt amounts to good delivery of the merchandise. For all practical purposes, such legal functions intended by the use of the FWR are recognised in most jurisdictions.

The FWR is not negotiable, unless it is marked "negotiable" on its face.

It must be decided individually in each country or territory, which standard trading conditions are to be applied to the FIATA Warehouse Receipt or which provisions of the law apply. In countries or territories where forwarders use standard trading conditions, which also include provisions regarding the activity of warehouse keepers, such standard conditions apply.

Consignor



FBL

NEGOTIABLE FIATA
MULTIMODAL TRANSPORT
BILL OF LADING



issued subject to UNCTAD / ICC Rules for
Multimodal Transport Documents (ICC Publication 481).

Consigned to order of

Notify address

Place of receipt

Ocean vessel

Port of loading

Port of discharge

Place of delivery

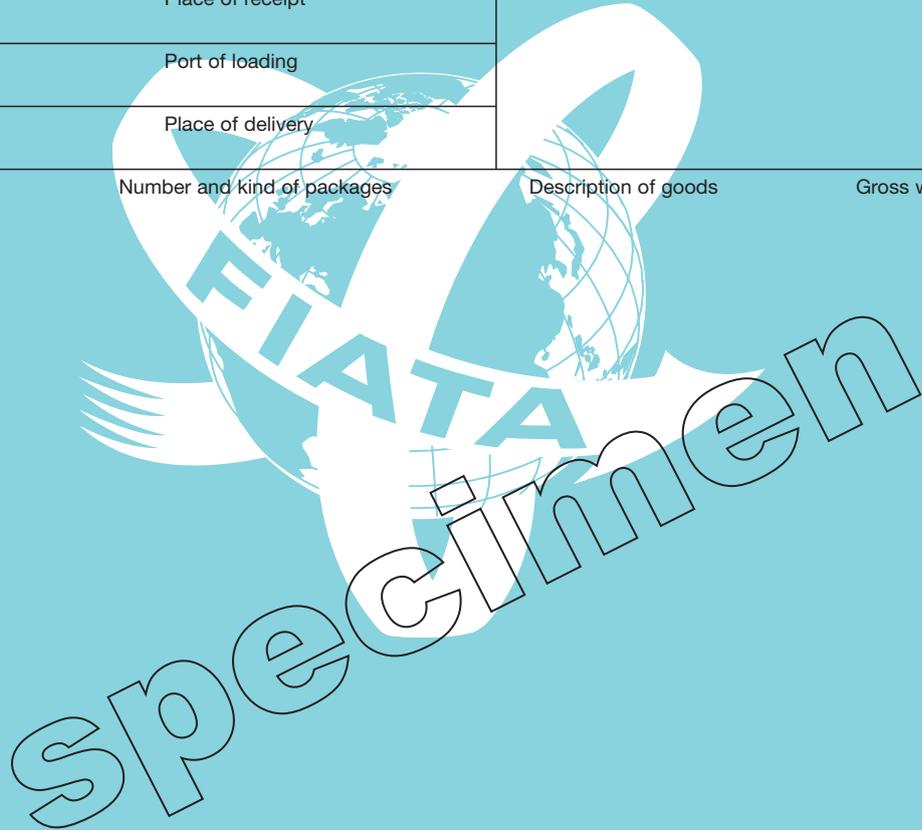
Marks and numbers

Number and kind of packages

Description of goods

Gross weight

Measurement



according to the declaration of the consignor

Declaration of Interest of the consignor
in timely delivery (Clause 6.2.)

Declared value for ad valorem rate according to
the declaration of the consignor (Clauses 7 and 8).

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

Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above.

One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In Witness whereof the original Multimodal Transport Bills of Lading all of this tenor and date have been signed in the number stated below, one of which being accomplished the other(s) to be void.

Freight amount	Freight payable at	Place and date of issue
Cargo Insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> Covered according to attached Policy	Number of Original FBL's	Stamp and signature
For delivery of goods please apply to:		

**Standard Conditions (1992) governing
the Negotiable FIATA MULTIMODAL TRANSPORT BILL OF LADING**

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.
- «Merchant» means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- «Consignor» means the person who concludes the multimodal transport contract with the Freight Forwarder.
- «Consignee» means the person entitled to receive the goods from the Freight Forwarder.
- «Taken in charge» means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- «Goods» means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. Applicability

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

2. Issuance of this FBL

- 2.1. By issuance of this FBL the Freight Forwarder
- a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
 - b) assumes liability as set out in these conditions.

2.2. Subject to the conditions of this FBL 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 whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. Negotiability and title to the goods

3.1. This 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 herein mentioned.

3.2. The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as «shipper's weight, load and count», «shipper-packed container» or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. Dangerous Goods and Indemnity

4.1. The Merchant shall comply with rules 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 inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.

4.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.

4.3. If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. Description of Goods and Merchant's Packing and Inspection

5.1. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, 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 his behalf for insertion on the FBL.

The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

The Consignor shall remain liable even if the FBL has been transferred by him.

The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.

5.2. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Freight Forwarder's Liability

6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.

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 occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1. a., unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.

6.3. Arrival times are not guaranteed by the Freight Forwarder. However, 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 would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

6.4. If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

6.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a - e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:

- a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
- b) insufficiency or defective condition of the packaging or marks and/or numbers;
- c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
- d) inherent vice of the goods;
- e) strike, lockout, stoppage or restraint of labour.

6.6. Defences for carriage by sea or inland waterways

Notwithstanding clauses 6.2., 6.3 and 6.4. the Freight Forwarder shall not be liable 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 has been caused by:

- a) act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship;
- b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. Paramount clauses

7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.

7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.

7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. Limitation of Freight Forwarder's Liability

8.1. 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 this FBL, they should have been so delivered.

8.2. 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 are no such prices, by reference to the normal value of goods of the same name and quality.

8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

8.4. 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 FBL 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.

8.5. 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 Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the goods lost or damaged.

8.6. a) 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 Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US\$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.

8.7. If the Freight Forwarder 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 Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.

8.8. The aggregate liability of the Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

8.9. The Freight Forwarder 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 Freight Forwarder 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.

9. Applicability to Actions in Tort

These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. Liability of Servants and other Persons

10.1. These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in Clause 8.

10.2. In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.

10.3. However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.

10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. Method and Route of Transportation

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. Delivery

12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3. If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:

abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges

13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counter-claim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.

13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

13.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. 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 figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.

13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. Lien

The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice

16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.

16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. Partial Invalidity

If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. Jurisdiction and applicable law

Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

FBL

Negotiable FIATA Multimodal Transport Bill of Lading

The FIATA Multimodal Transport Bill of Lading (FBL) is a carrier-type transport document set up by FIATA for the use by freight forwarders acting as Multimodal Transport Operators (MTO).

The FBL can also be issued as a marine bill of lading.

The document is negotiable unless marked “non-negotiable”. It has been deemed by the International Chamber of Commerce (ICC) to be in conformity with the UNCTAD/ICC Rules for Multimodal Transport Documents published by ICC in its brochure No. 481. Therefore, the FBL bears the ICC logo alongside the symbol of the relevant freight forwarders association by country or territory.

The negotiable FIATA Multimodal Transport Bill of Lading (FBL) conforms to the requirements of the “Guide for the Uniform Customs and Practice for Documentary Credits (UCP 600)” of ICC (ICC publication No. 600) when issued as multimodal transport document in line with Article 19 or as bill of lading in line with Article 20, as an acceptable transport document.

A freight forwarder acting as Multimodal Transport Operator (MTO) or marine carrier issuing a FBL is responsible for the performance of transport. The freight forwarder does not only assume responsibility for delivery of the goods at destination, but also for all carriers and third parties engaged by him/her for the performance of the whole transport, including delivery.

By issuing a FBL the freight forwarder accepts a basic liability limit of 666.67 SDR per package or unit, or 2

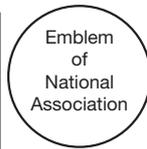
SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher (Art. 8.3 of the FBL conditions), or, if a multimodal transport does not include carriage of goods by sea or inland waterways, a basic liability limit of 8.33 SDR per gross weight (Art. 8.5 of the FBL conditions). When loss of or damage to the goods can be attributed to a particular stage of transport in a multimodal transport operation, the freight forwarder’s liability is limited according to mandatory national or international law applicable to this stage of transport (Art. 8.6.a of the FBL conditions).

When issuing an FBL, the freight forwarder should ensure:

1. that he/she has taken over the goods specified therein and that the right of disposal of these goods is solely vested in him/her;
2. that the goods appear to be in apparent good order and condition;
3. that details on the document correspond with the instructions he/she has received;
4. that responsibility for cargo insurance cover has been agreed upon with the consignor; and
5. that it is clearly specified how many original FBLs are issued.

Freight forwarders issuing FBLs have to insure their liability in accordance with the FBL conditions.

Consignor



FWB

**NON-NEGOTIABLE FIATA
MULTIMODAL TRANSPORT
WAYBILL**



issued subject to UNCTAD / ICC Rules for
Multimodal Transport Documents (ICC Publication 481)

Consigned to

Notify address

Place of receipt

Vessel

Port of loading

Port of discharge

Place of delivery

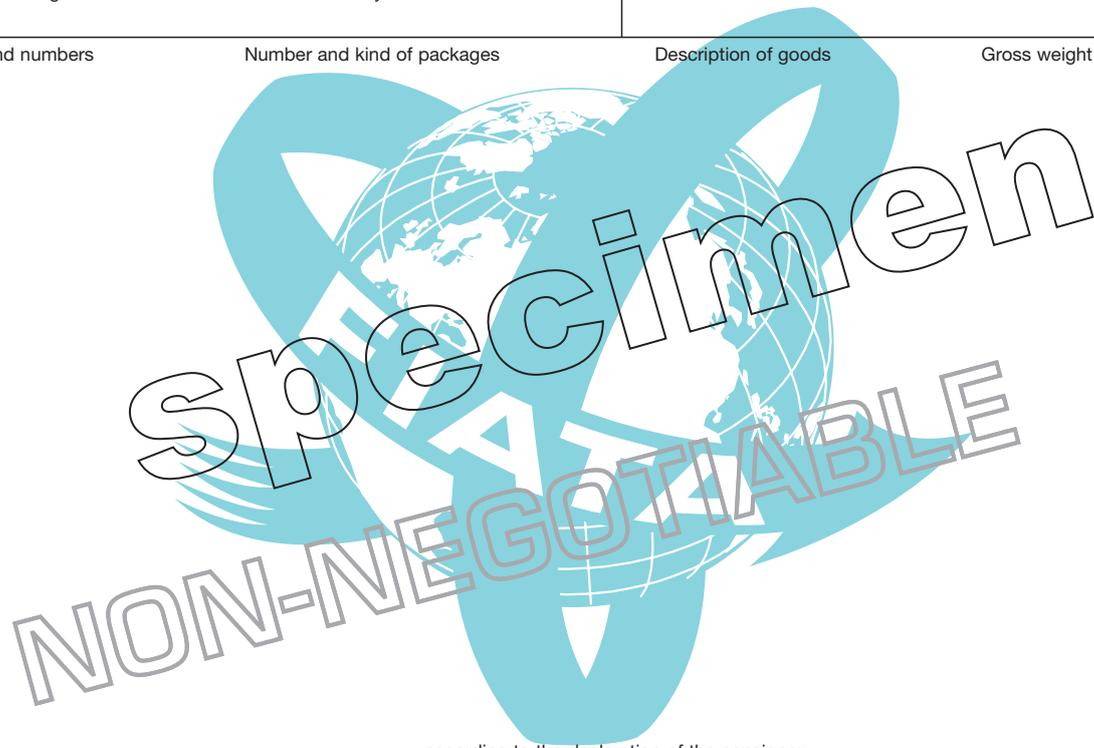
Marks and numbers

Number and kind of packages

Description of goods

Gross weight

Measurement



according to the declaration of the consignor

Declaration of Interest of the
consignor in timely delivery
(Clause 7.2.)

YES

Final delivery date if agreed

Transfer of right of
control to consignee
(Clause 4.)

YES

Declared value for ad valorem rate according
to the declaration of the consignor
(Clauses 8. and 9.)

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

Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery to the consignee as mentioned above.

Freight amount

Freight payable at

Place and date of issue

Cargo insurance through the undersigned

not covered Covered according to attached Policy

Stamp and signature

For delivery of goods please apply to:

Standard Conditions (1997) governing the FIATA Multimodal Transport Waybill

Definitions

- «Freight Forwarder» means the person / Multimodal Transport Operator who issues this Waybill (FWB) and is named on the face of it and assumes liability for the performance of this contract as a carrier.
- «Merchant» means and includes the Shipper, the Consignor, the Consignee, the Receiver and the Owner of the Goods.
- «Consignor» means the person who concludes this FWB with the Freight Forwarder.
- «Consignee» means the person named in or identifiable as such from this transport contract.
- «Taken in charge» means that the Goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FWB.
- «Goods» means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. Applicability

These conditions shall also apply if the transport as described in this FWB is performed by only one mode of transport.

2. Issuance of this FWB

2.1. By issuance of this FWB the Freight Forwarder

- a) undertakes to perform and/or in his own name to procure the performance of the transport, from the place at which the Goods are taken in charge (place of receipt evidenced in this FWB) to the place of delivery designated in this FWB;
- b) assumes liability as a carrier as set out in these conditions.

2.2. Subject to the conditions of this FWB 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 whose services he makes use for the performance of the contract evidenced by this FWB, as if such acts and omissions were his own.

3. Agency

3.1. The Consignor on entering into this transport contract does so not only on his own behalf but also as agent and on behalf of the Consignee, and warrants to the Freight Forwarder that he has authority so to do.

3.2. This rule shall apply if, and only if, it be necessary by the law applicable to this transport contract so as to enable the Consignee to sue and be sued thereon. The Consignee shall be under no greater liability than he would have been had the transport contract been covered by a bill of lading or similar document of title.

4. Right of control

4.1. Unless the Consignor has exercised his option under clause 4.2. below, he shall be the only party entitled to give the Freight Forwarder instructions in relation to this transport contract. Unless prohibited by the applicable law, he shall be entitled to change the name of the Consignee at any time up to the Consignee claiming delivery of the Goods after arrival at destination, provided he gives the Freight Forwarder reasonable notice in writing, or by some other means acceptable to the Freight Forwarder, thereby undertaking to indemnify the Freight Forwarder against any additional expense caused thereby.

4.2. The Consignor shall have the option, to be exercised not later than upon the receipt of the Goods by the Freight Forwarder, to transfer the right of control to the Consignee. The exercise of this option must be noted on the FWB prior to or at the time of its issue. Where the option has been exercised the Consignee shall have such rights as are referred to in clause 4.1. above and the Consignor shall cease to have such rights.

5. Dangerous Goods and Indemnity

5.1. The Merchant shall comply with rules 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 inform the Freight Forwarder in writing of the exact nature of the danger before Goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.

5.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said Goods shall rest on the Merchant.

5.3. If any Goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

6. Description of Goods and Merchant's Packing and Inspection

6.1. The information in this FWB shall be prima facie evidence of the taking in charge by the Freight Forwarder of the Goods as described by such information unless a contrary indication, such as «shipper's weight, load and count», «shipper-packed container» or similar expressions, has been made in the printed text or superimposed on this FWB.

6.2. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the Goods were taken in charge by the Freight Forwarder, 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 his behalf for insertion on the FWB. The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

6.3. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of Goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6.4. The right of the Freight Forwarder to an indemnity as per clause 6.2. and 6.3. shall in no way limit his liability under this FWB to any person other than the Consignor.

7. Freight Forwarder's Liability

7.1. The responsibility of the Freight Forwarder for the Goods under these conditions covers the period from the time the Freight Forwarder has taken the Goods in his charge to the time of their delivery.

7.2. The Freight Forwarder 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, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder.

7.3. Arrival times are not guaranteed by the Freight Forwarder. However, 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 would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

7.4. If the Goods have not been delivered within ninety consecutive days following such date of delivery as determined in clause 7.3, the claimant may, in the absence of evidence to the contrary, treat the Goods as lost.

7.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a) - e) of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:

- a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the Goods in charge;
- b) insufficiency or defective condition of the packaging or marks and/or numbers;
- c) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;
- d) inherent vice of the Goods;
- e) strike, lockout, stoppage or restraint of labour.

7.6. Defences for carriage by sea or inland waterways

Notwithstanding clauses 7.2., 7.3. and 7.4. the Freight Forwarder shall not be liable 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 has been caused by:

- a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,
- b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

8. Paramount Clauses

8.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of international conventions or national law applicable to the contract evidenced by this FWB.

8.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the country of shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all Goods whether carried on deck or under deck.

8.3. The Carriage of Goods by Sea Act of the United States of America (US COGSA) shall apply to the carriage of Goods by sea, whether on deck or under deck, if compulsorily applicable to this FWB or would be applicable but for the Goods being carried on deck in accordance with a statement on this FWB.

9. Limitation of Freight Forwarder's Liability

9.1. 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 this FWB, they should have been so delivered.

9.2. 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 are no such prices, by reference to the normal value of Goods of the same kind and quality.

9.3. Subject to the provisions of clauses 9.4. to 9.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the Goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature and value of the Goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the Goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FWB by him, then such declared value shall be the limit.

9.4. 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 FWB 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.

9.5. Notwithstanding the above mentioned provisions, if the transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the Goods lost or damaged.

9.6. a) When the loss of or damage to the Goods occurred during one particular stage of the 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 Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

b) Unless the nature and value of the Goods shall have been declared by the Merchant and inserted in this FWB, and the ad valorem freight rate paid, the liability of the Freight Forwarder under US COGSA, where applicable, shall not exceed US\$ 500 per package or, in the case of Goods not shipped in packages, per customary freight unit.

9.7. If the Freight Forwarder 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 Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight for the transport under this FWB.

9.8. The aggregate liability of the Freight Forwarder shall not exceed the limits of liability for total loss of the Goods.

9.9. The Freight Forwarder 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 Freight Forwarder 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.

10. Applicability to Actions in Tort

These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FWB, whether the claim be founded in contract or in tort.

11. Liability of Servants and other Persons

11.1. These conditions apply whenever claims relating to the performance of the contract evidenced by this FWB are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 9.

11.2. In entering into this contract as evidenced by this FWB, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.

11.3. However, if it is proved that the loss of or such loss or damage to the Goods resulted from a personal act or omission of such a person referred to in clause 11.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in clause 9.

11.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in clauses 2.2. and 11.1. shall not exceed the limits provided for in these conditions.

12. Method and Route of Transportation

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the Goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods.

13. Delivery

13.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FWB or with the law or usage of the particular trade applicable at the place of delivery, or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the Goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

13.2. In case it proves impossible to perform or procure the performance of all acts necessary to ensure delivery of the Goods the Freight Forwarder shall also be entitled to store the Goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

13.3. The Freight Forwarder shall not be liable for incorrect delivery, unless he has failed to exercise reasonable care to ascertain that the party claiming to be the Consignee is in fact that party.

13.4. If at any time the carriage under this FWB is or is likely to be affected by any hindrance or risk of any kind (including the condition of the Goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in clause 2.2. and which cannot be avoided by the exercise of reasonable endeavour the Freight Forwarder may: abandon the carriage of the Goods under this FWB and, where reasonably possible, place the Goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such Goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this FWB and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

14. Freight and Charges

14.1. The terms and conditions of the Freight Forwarder's applicable tariff, if any, are incorporated herein. Copies of the relevant terms and conditions thereof are available from the Freight Forwarder upon request. In the case of inconsistency between this FWB and the applicable tariff the FWB shall prevail.

All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

14.2. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the Goods have been taken in his charge, and not to be returned in any event.

14.3. Freight and all other amounts mentioned in this FWB are to be paid in the currency named in this FWB or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the Goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FWB.

14.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

14.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the Goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. 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 figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other Goods notwithstanding any other sum having been stated on this FWB as freight payable.

14.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FWB, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

15. Lien

The Freight Forwarder shall have a lien on the Goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

16. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

17. Notice

17.1. Unless notice of loss of or damage to the Goods, specifying the general nature of such loss or damage, is given in writing by the Consignee to the Freight Forwarder when the Goods are delivered to the Consignee in accordance with clause 13., such handing over is prima facie evidence of the delivery by the Freight Forwarder of the Goods as described in this FWB.

17.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the Goods were delivered to the Consignee in accordance with clause 13.

18. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions, unless suit is brought within 9 months after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when in accordance with clause 7.4. failure to deliver the Goods would give the Consignee the right to treat the Goods as lost.

19. Partial Invalidity

If any clause or a part thereof is held to be invalid, the validity of this FWB and the remaining clauses or a part thereof shall not be affected.

20. Jurisdiction, arbitration and applicable law

Unless otherwise agreed in writing, actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FWB and shall be decided according to the law of the country in which that place of business is situated.

FWB

Non-negotiable FIATA Multimodal Transport Waybill

The FIATA Multimodal Transport Waybill (FWB) is a carrier-type transport document set up by FIATA for the use by freight forwarders acting as Multimodal Transport Operators (MTO).

The FWB can also be used as sea waybill.

The document is not negotiable. It has been deemed by the International Chamber of Commerce (ICC) to be in conformity with the UNCTAD/ICC Rules for Multimodal Transport Documents published by ICC in its brochure No. 481. Therefore, the FWB bears the ICC logo alongside the symbol of the national/regional freight forwarders association.

The non-negotiable FIATA Multimodal Transport Waybill (FWB) conforms to the requirements of the "Guide for the Uniform Customs and Practice for Documentary Credits (UCP 600)" of ICC (ICC publication No. 600) in line with Article 21 when issued as a sea waybill, as an acceptable transport document.

A freight forwarder acting as MTO or marine carrier issuing the FWB is responsible for the performance of transport. The freight forwarder does not only assume responsibility for choosing the agents for the delivery of the goods at destination, but also for all carriers and third parties engaged by him/her for the performance of the entire transport. Contrary to the FIATA Multimodal Transport Bill of Lading (FBL), the FWB need not be presented by the consignee for the delivery of the goods at destination.

By issuing a FWB, under the terms on the reverse of the document, the freight forwarder generally accepts a basic liability limit of 666.67 SDR per package or unit, or 2 SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher, unless a higher value has been declared (Art. 9.3. of the FWB conditions). If a multimodal transport does not include carriage of goods by sea or inland waterway, a basic liability limit of 8.33 SDR per kilogram gross weight (Art. 9.5. of the FWB conditions) applies. When loss of or damage to the goods can be attributed to a particular stage of transport in a multimodal transport operation, the freight forwarder's liability is limited according to mandatory national, territorial, or international law applicable to this stage of transport (Art. 9.6. a of the FWB conditions).

When issuing a FWB, the freight forwarder should ensure that:

1. he/she has taken over the goods specified therein and that the right of disposal of these goods is solely vested in him/her;
2. the goods appear to be in apparent good order and condition;
3. details on the document correspond with the instructions he/she has received; and
4. responsibility for the cargo insurance cover has been agreed upon with the consignor.

Freight forwarders issuing FWBs have to insure their liability in accordance with the FWB conditions.

Shipper (Name & Address) / Chargeur (Nom & Adresse)



FIATA SDT

No.

Country code

SHIPPERS DECLARATION FOR THE TRANSPORT OF DANGEROUS GOODS

(approved by FIATA)

Consignee (Name & Address) / Destinataire (Nom & Adresse)

Forwarder / Transitaire

Ref. nr.

In accordance with the European Agreement concerning the international carriage of Dangerous Goods by Road (ADR), or the provisions of the IMO International Maritime Dangerous Goods (IMDG) Code, or national regulations when applicable giving the precise listing of relevant items to be entered in the transport document.

En conformité avec la directive européenne concernant le transport international des marchandises dangereuses par route (ADR), ou les recommandations de l'IMO du code maritime international des marchandises dangereuses (IMDG) ou des informations particulières nationales devant apparaître sur le document de transport.

The undersigned, as principal of the forwarder remits to him together with the order of shipment of Dangerous Goods the following information:

Le soussigné, commettant du transitaire, lui remet en même temps que l'ordre d'expédition de marchandises dangereuses les renseignements suivants:

Marks and Numbers, Number & Type of Packages, UN No, Proper Shipping Name, ADR or IMO Class, Subsidiary risk, Packing Group, Flashpoint if relevant (in °C) (sea transport only) in accordance with applicable regulations.

Gross Weight (kg) Poids brut (kg)
Net quantity Quantité nette
(when required) (s'il y a lieu)

Marquage et numéros, nombre et type d'emballage, N° UN, appellation technique, classe ADR ou IMO, risques subsidiaires, groupe d'emballage, point éclair si nécessaire (en °C) (transport maritime seulement) en accord avec les réglementations applicables.

specimen

IMO SHIPPER'S CERTIFICATE

I hereby declare that the contents of this consignment are fully and accurately described above by the Proper Shipping Name, and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

DECLARATION DE CHARGEMENT IMO

Je déclare que le contenu de ce chargement est décrit ci-dessus de façon complète et exacte par la désignation officielle de transport et qu'il est convenablement classé, emballé, marqué, étiqueté, muni de plaques-étiquettes et à tous égards bien conditionné pour être transporté conformément aux réglementations internationales et nationales applicables.

ADR/IMO CONTAINER/VEHICLE PACKING CERTIFICATE

I hereby declare that the goods described above have been packed/loaded into the container/vehicle identified above in accordance with the provisions of the IMDG Code or the ADR as applicable.

CERTIFICAT D'EMPOTAGE ADR/IMO DU CONTENEUR/VEHICULE

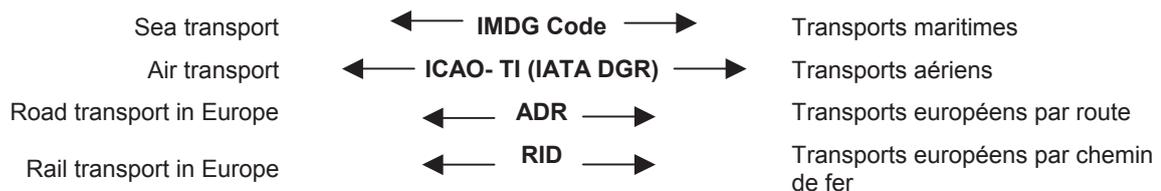
Je soussigné déclare que les marchandises décrites ci-dessus ont été empotées/chargées dans le conteneur/véhicule identifié ci-dessus conformément aux dispositions applicables du code IMDG ou de l'ADR applicable.

Special remarks
Remarques particulières

Place and date of issue
Lieu et date d'émission

Shippers signature and stamp
Sceau et signature du chargeur

Class / Classe	CLASSIFICATION OF DANGEROUS GOODS FOR ALL MODES OF TRANSPORT	CLASSIFICATION DES MARCHANDISES DANGEREUSES POUR TOUS LES MODES DE TRANSPORT
1	Explosive substances and articles	Matières et objets explosibles
1.1	Substances and articles which have a mass explosion hazard	Matières et objets comportant un risque d'explosion en masse
1.2	Substances and articles which have a projection hazard but not a mass explosion hazard	Matières et objets comportant un risque de projection sans risque d'explosion en masse
1.3	Substances and articles which have a fire hazard and either a minor blast hazard or a minor projection hazard or both, but not a mass explosion hazard	Matières et objets comportant un risque d'incendie avec un risque léger de souffle ou de projection ou de l'un et l'autre, mais sans risque d'explosion en masse
1.4	Substances and articles which present only a slight risk of explosion	Matières et objets ne présentant qu'un danger mineur d'explosion
1.5	Very insensitive substances having a mass explosion hazard	Matières très peu sensibles comportant un risque d'explosion en masse
1.6	Extremely insensitive articles which do not have a mass explosion hazard	Objets extrêmement peu sensibles ne comportant pas de risque d'explosion en masse
2	Gases: compressed, liquefied or dissolved under pressure	Gaz: Comprimés, liquéfiés ou dissous sous pression
2.1	Flammable gases *)	Gaz inflammables *)
2.2	Asphyxiant gases *)	Gaz asphyxiants *)
2.3	Toxic gases *)	Gaz toxiques *)
	*) Class 2 is formally subdivided in the Air and Sea regulations only	*) La classe 2 n'est subdivisée que dans les réglementations concernant transports aériens et maritimes
3	Flammable liquids	Liquides inflammables
4.1	Flammable solids, self-reactive substances and solid desensitised explosives	Matières solides inflammables, matières autoréactives et explosibles désensibilisées solides
4.2	Substances liable to spontaneous combustion	Matières sujettes à l'inflammation spontanée
4.3	Substances which in contact with water, emit flammable gases	Matières qui, au contact de l'eau, dégagent des gaz inflammables
5.1	Oxidizing substances	Matières comburantes
5.2	Organic peroxides	Peroxydes organiques
6.1	Toxic substances	Matières toxiques
6.2	Infectious substances	Matières infectieuses
7	Radioactive material	Matières radioactives
8	Corrosive substances	Matières corrosives
9	Miscellaneous dangerous substances and articles	Matières et objets dangereux divers



FIATA SDT

Shipper's Declaration for the Transport of Dangerous Goods

If a freight forwarder deals with the transport of dangerous goods, he/she needs detailed information with regard to the classification of the goods, according to the dangerous goods regulations for the different modes of transport. The FIATA SDT can be used for road transport in countries that have adopted the ADR, and sea transport where the IMDG Code is in effect. In addition, the form could assist in the carriage of dangerous goods according to other national or local legislation, where additional documentary requirements may apply and need to be ascertained before the movement of the goods.

The FIATA SDT is not accepted for international rail transport according to RID and air transport according to the ICAO Technical Instructions. For rail transport (RID) the CIM waybill must be used with suitable notations compliant with the applicable RID rules, and for air transport forms and additional requirements stipulated in the IATA Dangerous Goods Rules apply. However, the correctly filled FIATA SDT can always be utilised as a complementary document.

The Shipper's Declaration shall not be completed by the freight forwarder. In each case, the Declaration must be completed and signed by the shipper (consignor) and then handed over to the freight forwarder.

Further helpful information regarding the regulations for the transport of dangerous goods and responsibilities is contained in the brochure "FIATA Introduction to the Regulations for the Safe Handling and Transport of Dangerous Goods". Additional information is available on the FIATA website (www.fiata.com) and information published by the UN is updated every second year (United Nations' Recommendations on the Transport of Dangerous Goods – Model Regulations).

Name and address of certifying shipper



FIATA SIC

No.	Country Code
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Shippers Intermodal Weight Certification

Marks and numbers

Number and kind of packages

Description of goods

Gross weight*



Container or trailer number (if applicable)

* packaging material (including ice), pallets and dunnage, if not included above

Actual gross cargo weight

The undersigned shipper herewith certifies that the gross weight of the goods listed herein is true and correct and includes all applicable packaging material, pallets and dunnage.

(For shipments to or from the USA see notes overleaf)

Place and date of certification

Stamp and signature of certifying shipper

FIATA SIC Shipper's Intermodal Weight Certification

The starting point for the creation of the FIATA SIC was the Intermodal Safe Container Act of 1992 in the USA and the Amendment to the Act of 1996. The FIATA SIC facilitates freight forwarders' and shippers' compliance with US legislation, which provides in US trades for certification of the gross cargo weight stowed in a container or trailer if it exceeds 29'000 pounds (13'154 kg).

If FCL goods originate from a single shipper, the FIATA SIC must be completed and signed by him/her and be handed over to the freight forwarder to enable the freight forwarder to pass on the information contained in the form to the carrier. When arranging consolidated container shipments, the freight forwarder

becomes a shipper himself/herself. If the total gross cargo weight is in this case expected to exceed 29'000 Pounds (13'154 kg), it is advisable for the freight forwarder to obtain from all initial shippers FIATA SICs to be able to base his/her own document on their certifications.

Although the form was designed in compliance with the overweight container legislation of the USA, it can also be used for shipments to other places where weight certification may be necessary or recommendable. In particular its use can be advantageous in preparation of the entry into force of the mandatory rules on container weighing decided by the IMO.

FIATA FORWARDING INSTRUCTIONS FFI

3336 Consignor 1		 (approved by FIATA) 1492 Consignor's reference No. 2	
3132 Consignee 3		3170 Freight Forwarder 4	
3180 Notify party 5		3238 Country of origin 6	Documentary credit 7
Goods ready for shipment Place _____ Date _____ 8		4490 Conditions of sale 9	
8066 Mode of transport <input type="checkbox"/> Air <input type="checkbox"/> Rail <input type="checkbox"/> Road <input type="checkbox"/> Sea 10		Transport insurance <input type="checkbox"/> Covered by us <input type="checkbox"/> Covered by consignee <input type="checkbox"/> To be covered by you 11	4112 Insurance conditions 6345 Currency and 5011 value insured
3258 Place of destination		3258 Place of destination	
7102 Marks & numbers 12	7224 Number & type of pkgs. 7064	7002 Description of goods 13	7357 Commodity code 14
		6292 Gross weight 15	6322 Cube 16
		6048 Net net weight	Value
The goods and instructions are accepted and dealt with subject to the Trading Conditions printed overleaf.			
4078 Handling instructions (dangerous goods etc.) 17			
Dimensions/Measurement and weight of each package			
1346 Document enclosed:		1160 Document required: 18	
Orig. Copy		4052 Terms of delivery 19	
		3410 Place and 2006 date of issue 20	
		4426 Authentication 21	

specimen

FFI

FIATA Forwarding Instructions

Freight forwarders mostly design and print their own forwarding instructions forms, which have to be filled in by their clients. However, the instruction forms of the various freight forwarders are not uniform.

In the interest of uniformity and a common layout FIATA drafted the FIATA Model for Forwarding Instructions. The form is aligned to the UN layout key for trade documents (UNCEFACT recommendation number 1), which aims at providing an international basis for the standardisation of documents used in international trade.

The form is designed to be used in the aligned series and to combine functions in sets of forms, of which integral parts serve various purposes in the procedures for cargo handling.

The member organisations of FIATA may adapt this instruction form to their national/regional requirements. However, it is fundamental that such changes are made within the margin of the UN layout key.

FIATA recommends that its Association Members adopt and introduce this instruction form, as it is an important tool to improve professional standards and will serve to foster the corporate identity of our trade. It is worth noting that the mapping of these forms in the digital environment exists and is available for developers.



*the global voice of
freight logistics*

FIATA Secretariat

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