**MULTIDOC 95** Multimodal Transport Bill of Lading

**Code Name:** “MULTIDOC 95”

<table>
<thead>
<tr>
<th>Consignor</th>
<th>MT Doc. No.</th>
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**Negotiable**

**MULTIMODAL 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).

**Consigned to order of**

<table>
<thead>
<tr>
<th>Notify party/address</th>
<th>Issued 1995</th>
</tr>
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**Place of receipt**

<table>
<thead>
<tr>
<th>Ocean Vessel</th>
<th>Port of loading</th>
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<table>
<thead>
<tr>
<th>Port of discharge</th>
<th>Place of delivery</th>
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<table>
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<tr>
<th>Marks and Nos.</th>
<th>Quantity and description of goods</th>
<th>Gross weight, kg, Measurement, m³</th>
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</table>

**Particulars above declared by Consignor**

**Freight and charges**

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

The MTO, in accordance with and to the extent of the provisions contained in this MT 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.

**Consignor’s declared value of…….. subject to payment of above extra charge.**

**Note:**

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

<table>
<thead>
<tr>
<th>Freight payable at</th>
<th>Palce and date of issue</th>
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<table>
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<tr>
<th>Number of original MT Bills of Lading</th>
<th>Signed for the Multimodal Transport Operator (MTO)</th>
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<tbody>
<tr>
<td></td>
<td>as Carrier</td>
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by: .................................................. .......

As agent(s) only to the MTO

**p.t.o**
MULTIMODAL TRANSPORT BILL OF LADING

Code Name: “MULTIDOC 95”

1. GENERAL PROVISIONS

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

2. Definitions

“Multimodal Transport Contract” means a single Contract for the carriage of goods by at least two different modes of transport.

“Multimodal Transport Bill of Lading” (MT Bill of Lading) means this document evidencing a Multimodal Transport Contract and with which can be identified the services of the Multimodal Transport Operator for the carriage of the Goods.

“Merchant” means the person who concludes the Multimodal Transport Contract and assumes responsibility for the performance thereof as a Carrier.

“Consignee” means the person entitled to receive the Goods from the Multimodal Transport Operator.

“Consignor” means the person who concludes the Multimodal Transport Contract with the Multimodal Transport Operator.

3. MTO’s Tariff

The terms of the MTO’s applicable tariff at the date of shipment and of the relevant provisions of the applicable tariff are available from the MTO upon request. In the event of inconsistency between this MT Bill of Lading and the applicable tariff, the MT Bill of Lading shall prevail.

4. Time Bar

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

(a) The delivery of the Goods to the Consignee;

(b) The date on which the Goods shall have been unloaded from the vehicle or other transport equipment at the place of delivery.

5. Law and Jurisdiction

Disputes arising out of or in connection with the MT Bill of Lading shall be determined by the courts and in accordance with the law at the place where the MTO has its principal place of business.

6. PERFORMANCE OF THE CONTRACT

(a) The MTO shall transport the Goods in a safe and convenient manner and by any means, methods, routes and modes of transportation available to it. The MTO shall transport the Goods in accordance with the provisions of this Contract and if any claim should nevertheless be made, to prove that due diligence has been exercised to make the vessel, carriage, or unit, the packages or containers, the transportable tanks and covered flat vehicles, in a negotiable form.

(b) The MTO shall take reasonable precautions to prevent the loss, damage or delay during such carriage, and shall in no event be liable if the loss, damage or delay is caused by:

(i) Delays, or consequential loss or damage other than loss of or damage to the Goods, the Marks, numbers, weight, volume and quantity and, if appropriate, of whether such property is to be or is on board or under deck;

(ii) When the Goods are handed over to the Consignor, such handing over is prima facie evidence of the delivery of the Goods.

(c) If the MTO is liable in respect of loss following from delay in delivery, the MTO shall be at liberty to conclude a new Multimodal Transport Contract whenever it is practical to do so.

(d) In any case, when the loss of or damage to the Goods

(i) During carriage by Sea or Inland Waterways

(ii) Occurred during one particular stage of the Multimodal Transport Contract

(iii) Has caused such loss or damage during such carriage from:

(a) The Merchant; or

(b) The Carrier; or

(c) The MTO; or

(d) The Consignee.

(e) If the Goods have broken open, delivered within ninety (90) consecutive days following the date of Delivery determined by the MTO, or if any facts and circumstances in the case of:

(i) The Merchant undertakes to perform the carriage, or part thereof, whether he is identical with the Multimodal Transport Operator or not.

(ii) The MTO undertakes to perform the carriage, or part thereof, whether he is identical with the Multimodal Transport Operator or not.

(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 or damage resulted from a personal act or omission of the MTO done with the intent to cause such loss or damage, or recklessly and with knowledge that such loss, damage or delay would probably result.

11. Defences

(a) Any defence available under any national law relating to the carriage of goods by sea or in inland waterways shall be available to the MTO.

12. Limitation of Liability

(a) Unless the nature 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 Bill of Lading, the MTO shall in no event be liable for any loss of or damage to the Goods in an amount exceeding:

(i) When the Carriage of Goods by Sea Act of the United States, 1936 (US COGSA) applies USD 500 per package or unit of goods, their marks, numbers, weight, volume and quantity and, if appropriate, of whether such property is to be or is on board or under deck;

(ii) When any other national or international convention, relating to the carriage of goods by sea or in inland waterways, has been declared by the Consignor to apply to the Goods, the Marks, numbers, weight, volume and quantity and, if appropriate, of whether such property is to be or is on board or under deck;

(iii) When the General Average clause 10 (5) of the Visby Rules, to the extent allowed thereunder, has been declared by the Consignor to apply to the Goods.

(b) The MTO shall not be liable for loss, damage or delay during such carriage from:

(i) The Merchant;

(ii) The Carrier;

(iii) The MTO;

(iv) The Consignee.

(c) In any case, when the loss of or damage to the Goods occurred during one particular stage of the Multimodal Transport in respect of which:

(i) The MTO undertakes to perform the carriage, or part thereof, whether he is identical with the Multimodal Transport Operator or not.

13. Assessment of Compensation

The provisions of this section 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.

The MTO undertakes that such claim shall be made against any servant, agent or other person whose services the MTO has used in order to perform the Multimodal Transport Contract and, if any such servant, agent or other person, were liable to the Merchant, the MTO shall indemnify the Merchant against all consequences thereof.

However, the provisary of this section shall not apply when the MTO undertakes that such claim shall be made against any servant, agent or other person whose services the MTO has used in order to perform the Multimodal Transport Contract, whether such claims are founded in contract or in tort, to the extent of such provisions, does as not on his own behalf but also as agent or trustee for such persons. The aggregate liability of the MTO and such persons shall not exceed the limits in Clause 12.

14. Notice of loss or Damage to the Goods

In the provisions of this Contract the terms “notice”, “notified”, “gave notice”, “has given notice”, “gave notice in writing”, “written notice”, “notice given in writing”, “gave notice thereof”, “has notified”, “gave notice thereto”, “gave notice in accordance with”, “gave notice against” and the like, means any and all notices given in writing. The liability of the MTO, if any, for any loss or damage to the Goods shall not be limited in any way by any such notice.

15. Distances 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.

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

16. MTO’s Responsibility

The provisions of this MT Bill of Lading 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”, “blanked packed for carriage”, “in good order and condition”, “in a negotiable form”, “in accordance with the contract” or similar expressions, have been made in the printed text or superimposed on the document. Proof to the contrary shall not be admissible if the MT Bill of Lading has been transferred, or the equivalent electronic data interchange message has been transmitted to and acknowledged by the Consignee who good faith has relied and acted thereon.

17. 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 relative to the general nature of the Goods, the marks, numbers, weight, volume and quantity and, if appropriate, of whether such property is to be or is on board or under deck;

(b) The Consignor shall indemnify the MTO for any loss or expense caused by incorrect or inadequate data referred to above;

(c) The MTO shall not have the right to refuse to transport the Goods because of the nature of such goods as furnished by him or on his behalf for insertion in the MT Bill of Lading.

(d) The Consignor shall indemnify the MTO for any loss or expense caused by incorrect or inadequate data referred to above;

(e) The MTO shall be at liberty to refuse to transport the Goods because of the nature of such goods as furnished by him or on his behalf for insertion in the MT Bill of Lading.

18. Return of Containers

(a) Containers, pallets or similar articles of transport supplied by or on behalf of the MTO shall be returned to the place and condition in which they were delivered to the Consignee, at the cost of the Consignor.

(b) The Consignor shall indemnify the MTO for any loss or expense caused by incorrect or inadequate data referred to above;

(c) In any case, when the loss or damage to the Goods occurred during one particular stage of the Multimodal Transport in respect of which:

(i) The MTO undertakes to perform the carriage, or part thereof, whether he is identical with the Multimodal Transport Operator or not.

(d) The MTO shall be at liberty to refuse to transport the Goods because of the nature of such goods as furnished by him or on his behalf for insertion in the MT Bill of Lading.

(e) The MTO shall be at liberty to refuse to transport the Goods because of the nature of such goods as furnished by him or on his behalf for insertion in the MT Bill of Lading.

(f) The Consignor shall indemnify the MTO for any loss or expense caused by incorrect or inadequate data referred to above;

(g) In any case, when the loss or damage to the Goods occurred during one particular stage of the Multimodal Transport in respect of which:

(i) The MTO undertakes to perform the carriage, or part thereof, whether he is identical with the Multimodal Transport Operator or not.

(h) The Consignor shall indemnify the MTO for any loss or expense caused by incorrect or inadequate data referred to above;

(i) In any case, when the loss or damage to the Goods occurred during one particular stage of the Multimodal Transport in respect of which:

(i) The MTO undertakes to perform the carriage, or part thereof, whether he is identical with the Multimodal Transport Operator or not.

(j) The Consignor shall indemnify the MTO for any loss or expense caused by incorrect or inadequate data referred to above;

(k) In any case, when the loss or damage to the Goods occurred during one particular stage of the Multimodal Transport in respect of which:

(l) The MTO undertakes to perform the carriage, or part thereof, whether he is identical with the Multimodal Transport Operator or not.
MTO 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 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 the person entitled to the Goods.

(a) 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 such 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.

(b) The provisions of sub-clause (a) of this Clause also apply to General Average, if any.

(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.

20. 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:

(i) negligent 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 had 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

21. 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 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 shall apply:

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 another currency than the above mentioned currency, then all freight and charges shall be 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 deemed sufficient to cover the estimated contribution of the Goods to the General Average.

VI. MISCELLANEOUS PROVISIONS

22. General Average

(a) General Average shall be adjusted at any port or place at the MTO’s option, and to be settled according to the York-Antwerp Rules 1944, or any modification thereof, covering all Goods, whether carried on or under deck. The New Jason Clause as approved by BIMCO shall be considered as incorporated herein.

(b) Such security including a bank deposit as the MTO may deem sufficient to cover 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.

23. Lien

The 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.

24. Both to Share Collision Damage

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

25. U.S. Trade

In case the Contract evidenced by this MT Bill of Lading is subject to U.S. L.I.S.A., 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.