

SHIPPER

MULTIMODAL TRANSPORT
BILL OF LADING

B/L No:

**TDG LOGISTICS**

Your Satisfaction Is Our Mission

RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise indicated herein) the total number of quantity of Containers or other packages or units indicated below for Carriage subject to all the terms and conditions herein (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND THE TERMS AND CONDITIONS OF THE CARRIER APPLICABLE TARIFF) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery whichever is applicable. One original Bill of Lading, duly endorsed, must be surrendered by the Merchant to the Carrier at the Port of Discharge or at some other location acceptable to the Carrier in exchange for the Goods. In accepting the Bill of Lading the Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant.

CONSIGNEE

NOTIFY PARTY

PRE-CARRIAGE BY

PLACE OF RECEIPT

FOR DELIVERY OF GOODS APPLY TO:

OCEAN VESSEL/VOYAGE NO.

PORT OF LOADING

PORT OF DISCHARGE

PLACE OF DELIVERY

MARKS AND NUMBERS

QUANTITY AND KIND PACKAGES

DESCRIPTION OF GOODS

GROSS WEIGHT

MEASUREMENT

TOTAL NUMBER OF CONTAINERS AND/OR PACKAGES (IN WORDS)

FREIGHT & CHARGES

REVENUE TONS

RATE

PER

PREPAID

COLLECT

EX RATE

PREPAID AT

PAYABLE AT

PLACE AND DATE OF ISSUE

ON BOARD DATE

TOTAL PREPAID

NO. OF ORIGINAL B/L(S)

AS CARRIER

TERMS AND CONDITIONS

Definition

- "Freight forwarder" means Multimodal Transport Operator who issues this B/L 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 Consignee, the holder of this B/L the receiver and the Owner the Goods
- Take in the change 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 B/L
- 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 weather such property is to be or is carried on or under deck.

1. Issuance of this B/L

1.1. By issuance of this B/L Freight Forwarder

(a) Undertakes to the performance and/or his own name to procure the performance of the entire transport, from the place of which the goods are taken in charge (place of receipt evidenced in this B/L) to the place of delivery designated in this B/L.

(b) Assumes liability as set out in these conditions

1.2 Subject to the conditions in this B/L, the Freight Forwarder shall be responsible for the acts and omissions of his servant of 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 B/L as if such acts and omission were his own.

2. Negotiability and title of the goods

2.1. This B/L 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 B/L, shall be entitled to receive or to transfer the goods herein mentioned.

2.2. The information of this B/L shall be prima facie evidence of the talking 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 packer container" or similar expressions, has been made in the printed text or superimposed on this B/L. However proof to the contrary shall not be admissible when the B/L has been transferred to the consignee for valuable consideration who in good faith relied and acted thereon.

3. Dangerous goods and indemnity

3.1 The Merchant shall comply with rules as mandatory according to the national law or by reason of the 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 the dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.

3.2 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 hazardous to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without 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.

3.3 If any goods shall become a danger to life of 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 indemnify him against all loss, damage, liability and expense arising there from.

4. Description of Goods and Merchant's packing and inspection

4.1 The shipper shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time of 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 B/L.

The shipper shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The shipper shall remain liable even if the B/L has been transferred by him. The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this B/L to any person other than the shipper.

4.2 The Freight Forwarder shall not be liable for 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 unit supplied by the Merchant or if supplied by the Freight Forwarder if the defect or unsuitability of the containers or other transport units 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.

5. Freight Forwarder's Liability

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

5.2 The Freight Forwarder shall be liable for loss of damage to the goods as well as delay in delivery if the occurrence which caused the loss or damage of delay in delivery took place while the goods were in his charge as defined Clause 1.1.a, unless The Freight Forwarder prove that no fault or neglect of his own, his servant or agents or any person referred to the Clause 1.2, has caused or contributed to such loss, damage of delay. However, The Freight Forwarder shall only be liable for the loss following from delay in delivery if the shipper has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and started in this B/L.

5.3 Arrival time are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods has been delivered within the time expressly agreed upon, or this absence of such agreement, within the time which would be reasonable to require of diligent Freight Forwarder having regard to the circumstance of the case.

5.4 If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 5.3, the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

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

- a) An act or omission of the Merchant, or person other than Freight Forwarder acting on behalf of the Merchant from whom the Freight Forwarder took the goods in charge.
- b) Insufficiency or defective condition of the packaging or mark and/or numbers.
- c) Handling, loading, stowage or unloading of the goods by the Merchant of any person acting on behalf of Merchant.
- d) Inherent vice of the goods.
- e) Strike, lockout, stoppage or restraint of labor

5.6 Defenses for carriage by sea or inland waterways...

Notwithstanding Clause 5.2, 5.3 and 5.4, the Freight Forwarder shall not liable for loss or delay in delivery with respect to goods carried by the sea or inland waterways when such loss or damage or delay during such carriage has been caused by:

- a) Act, neglect, or default of the master, mariner pilot or the servant 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 an sea worthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of voyage

6. Paramount clause

6.1 These conditions shall only take effect to the extent that they are not contrary to the mandatory provision of International Convention or National law applicable to the contract evidenced by this B/L.

6.2 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 there are already in force the Hague-Visby Rules contained in the Protocol of Brussels, date 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.

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

7. Limitation of Freight Forwarder Liability

7.1 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 B/L, they should have been so delivered.

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

7.3 Subject to the provision of sub-clause 7.4 to 7.9, inclusive, the Freight Forwarder shall be 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 SR kilogram of gross weight of the goods lost or damaged, whichever is the higher, unless the nature of the goods shall be declared by the shipper and accepted by the shipper and accepted by the Freight Forwarder before the goods have taken, in his charge, or the ad valorem freight rate paid, and such value is stated in the B/L by him, then such declared value shall be the limit.

7.4 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 B/L as packed in such article are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

7.5 Not with standing the above mentioned provisions, if the multimodal transport does not according to the contract include carriage of good by sea by inland waterways, the liability of Freight Forwarder shall limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the goods lost or damaged.

7.6 a) When the loss 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 has been made for the particular stage of transport, the limit of the Freight Forwarder 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 of value of the goods shall be declared by the Merchant and inserted in this B/L, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, When applicable shall not exceed US \$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.

7.7 If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss of 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 B/L.

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

7.9 The Freight Forwarder is not entitled to the benefit of limitation of liability if it is proved that the loss, damage or delay in delivery resulted from the personal act or omission of The Freight Forwarder done with the intent to cause such loss damage or delay or recklessly and with knowledge the such loss damage or delay would probably result.

8. Applicability to Action in Tort

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

9. Liability of Servants or other Persons

9.1 These conditions apply whenever claims to the performance of the contract evidenced by this B/L are made against any servant, agent or person (including any independent contractor) whose services have been used in order to perform the contract are founded in contract or in tort and the aggregate liability of the Freight Forwarder and of such servants, agent or other persons shall not exceed the limits in Clause 7.

9.2 In entering in to this contract evidenced by this B/L, The Freight Forwarder to the intent of these provisions, does not only act on his own behalf, but also as agent or trustee for such person, shall to this extent be or be deemed to be parties to this contract.

9.3 However, if it is proved that the loss of such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 9.1 don't 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 7.

9.4 The aggregate of the amounts recoverable from The Freight Forwarder and the person referred to in Clause 1.2 and 1.9 shall not exceed the limits provided for in these conditions.

10. 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 and transportation of the goods.

11. Delivery

11.1 Goods shall 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 B/L, or then goods have handed over any authority or other party to whom, pursuant to the law or regulation applicable at the place or 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.

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

11.3 If at any time, the carriage under this B/L is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the goods) not arising from fault or neglect of The Freight Forwarder or a person referred to in Clause 1.2 and which cannot be avoided by the exercise of reasonable endeavors The Freight Forwarder may: Abandon the carriage of the goods under this B/L and, Where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place with the Freight Forwarder may deem safe and convenient where upon 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 B/L any the Merchant shall pay any additional costs resulting from the above mentioned circumstance.

12. Freight and Charges

12.1 Freight shall be paid in cash without any reduction or deferment on account of any claim, counter-claim or set Freight Forwarder whether prepaid or payable 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.

12.2 Freight and all other amounts mentioned in this B/L are to be paid in the currency named in this B/L 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 withdrawal of the delivery order which ever rate is the higher, or at the option of the Freight Forwarder on the date of this B/L.

12.3 All dues, tax and charge 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 fault or neglect of the Freight Forwarder.

12.4 The merchant shall reimburse the Freight Forwarder in proportion of the amount of freight for any costs for deviation of delay or any other increase of costs of whatever nature caused by war, warlike operation, epidemics, strikes, government direction or force majeure.

12.5 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 content 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 the sum equal either to five times the difference between the correct figure and the freight charge, or to double the correct freight charged whichever sum is the smaller, shall be payable as liquidate damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been state in this B/L as freight payable.

12.6 Despite the acceptance by the Freight Forwarder of instruction to collect freight, charges or other expenses from any other person in the respect of the transport under this B/L. The merchant shall remain responsible for such money on receipt of evidence demand and the absence of payment for whatever reason.

13. Lien

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

14. General Average

The merchant shall indemnify the Freight Forwarder in respect of any claims of the 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.

15. Notice

15.1 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 of the delivery by the FREIGHT FORWARDER of the goods as described in this B/L.

15.2 Where the loss or damage is not apparent in the same prima facie effect shall apply if in writing is not given within 6 consecutive day after the day when the goods were delivered to the consignee in accordance with clause 11.16 Time Bar.

16. Time bar

The FREIGHT FORWARDER shall, unless otherwise expressly agreed be discharge of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods are deliver the goods would give the consignee the right the treat the goods as lost.

17. Partial Invalidity

If any clause or a part there of is help to b invalid the validity of this B/L and the remaining clause or part there of shall not be affected.

18. Jurisdiction and Applicable law

Action 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 B/L and shall be decided according to the law of country in which that place of business is situated.