

I. GENERAL PROVISIONS

1. Applicability
(a) This Multimodal Air-Sea/Air Transport Bill shall be deemed to be and have the effect of an Air Waybill, whilst Goods are in air carriage and deemed to be and have the effect of a Straight Bill of Lading whilst the Goods are being carried by sea.

2. Definitions
(a) Multimodal Air-Sea/Air Contract of Carriage (the Contract) means a single contract for the carriage of Goods by sea and/or by air, in any order, including any transitional carriage to, from and between airport and seaport, or vice versa, by any means of transport whatsoever.

3. Carrier's Tariff
The terms of the Carrier's applicable tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable tariff are available from the Carrier upon request.

4. Time Bar
Without prejudice to any notice periods contained herein, all liability whatsoever of the Carrier shall cease unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

5. Law and Jurisdiction
(a) All disputes arising out of, or in connection with this Bill shall be determined by the exclusive jurisdiction of the English High Court.

6. Subcontracting
(a) The Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the Goods and all duties undertaken by Carrier in relation to the Goods. The defenses, limitations, and the law governing this Bill with the force of law or incorporated in reference in this Bill shall apply to all parties that agree directly or indirectly with the Carrier to perform all or part of the Contract.

7. Methods and Routes of Transportation
(a) The Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means and routes by sea, air and land in any order.

8. If the Goods, in whole or in part, are for any reason not carried on any vessel/airplane named in this Bill, or if loading the Goods delays or is likely to delay the vessel/airplane, the vessel/airplane may proceed without carrying or loading the goods in whole or in part, and notice to Merchant of such departure is hereby waived.

9. Optional Storage
(a) Goods may be stowed by the Carrier by means of containers, trailers, transportable tanks, flats, pallets, or similar articles used to consolidate Goods.

10. Delivery of the Goods to the Consignee
(a) The Carrier undertakes to deliver the performance of all acts necessary to ensure delivery of the Goods, upon proof of his identity, to the person named as Consignee or a person designated by the Consignee.

11. Responsibility of the Carrier
(a) The responsibility of the Carrier for the Goods under this contract covers the period from the time the Carrier has taken the Goods into his charge to the time of discharge at the place of delivery.

12. General Provisions which apply in any event, and specifically if the stage of the Carriage during which any loss or damage to the goods is not known or cannot be ascertained
(a) The responsibility of the Carrier for the Goods under this contract covers the period from the time the Carrier has taken the Goods into his charge to the time of discharge at the place of delivery.

13. Freight, Lien, Abandoned Cargo, Carrier's Right to Hold or Sell Goods
(a) Freight shall be deemed fully earned on receipt of goods by the Carrier, its servants or agents, whether the freight is intended to be prepaid or collected at destination.

14. General Average
(a) General Average shall be adjusted at any port or place at the Carrier's option and to be settled according to the York-Antwerp Rules 1994, or any modification thereof, this covering all Goods, whether carried on or under deck.

15. Miscellaneous Provisions
(a) The Carrier is not liable for consequential damages unless the Carrier has expressly agreed in writing to be responsible for the specific damage alleged.

16. Severability
The terms of this Bill shall be severable and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

17. Variation of the Contract
The Carrier and the Consignee shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

(p) The Carrier is not liable for consequential damages unless the Carrier has expressly agreed in writing to be responsible for the specific damage alleged. The Carrier does not agree to deliver the goods at any particular time or for any particular market and thus is not responsible for any damages whatsoever alleged to have been caused by any delay whatsoever and however caused. If, despite the foregoing provision, the Carrier is held liable for damages attributable to delay, said damages are limited to the total amount payable as freight for the delayed goods only, as shipped under this Bill which included the delayed goods.

12. The general provisions of this Bill, and in particular those set out at Clause 11 above, will apply and take precedence over any other contractual provisions or those implied by law, save as where mandatory terms apply by way of mandatory application.

13. Stage of Carriage during which any loss or damage to the goods is not known or cannot be ascertained: Notwithstanding, and without prejudice to the general terms of this Bill which to the extent that there is any conflict will prevail over all other terms, if the stage of the carriage during which any loss, damage or delay is actually known and/or can accurately be ascertained then Clauses 14 and 15 shall apply.

14. If the damage or delay occurred during carriage by sea: (a) Liability shall be determined in accordance with The Hague Visby Rules, which shall also determine liability in respect of carriage by inland waterways as if such cargo had been carried by sea. Furthermore, they shall apply to all goods, whether carried on or under deck.

(b) Unless notice of loss or damage to the goods, specifying the general nature of such loss or damage is given in writing by the Merchant to the Carrier when the goods are handed over to the Merchant, such handing over is prima facie evidence of the Delivery by the Carrier of the Goods in good condition. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within three (3) consecutive days after the day when the goods were so handed to the Merchant.

(c) When the enactment of the Hague Visby Rules in either the country of shipment or in the country of destination, the Hague Visby Rules shall apply to this Contract save where the Hague Rules are enacted in the country of shipment or if no such enactment is in place, the Hague Rules are enacted in the country of destination, the Hague Rules shall apply compulsorily to this Contract.

15. If the damage or delay occurred during carriage by air liability shall be determined in accordance with: (a) The Warsaw Convention or the Montreal Convention whichever is mandatorily applicable, unless such carriage is not "international carriage" as defined by the said Conventions.

(b) For carriage by air to which neither the Warsaw Convention nor the Montreal Convention are mandatorily applicable, the Carrier's liability limitation for cargo lost, damaged or delayed shall be the lower of US\$500 per package or 2 SDRs per kilogram unless a lower limit is provided in any applicable Convention or in the Carrier's tariffs or general conditions of carriage.

(c) Any complaint regarding loss or damage during carriage by air must be made in writing to the Carrier forthwith after discovery of the damage or delay, or at least not later than the following time periods: (1) days from the receipt of the Goods; (2) days from the date when the Goods should have been delivered, provided that: if any other time periods for submitting complaints are set forth in the Warsaw/Montreal Conventions or any amendment thereto which applies with force of law, such time periods shall apply.

16. If there is any dispute or uncertainty as to where any damage, loss or delay to the Goods occurred, the general provisions set out at paragraphs 11-12 shall apply.

17. Even in the case of fraud, no action for loss or damage to the Goods or delay may be brought against the Carrier unless such a complaint has been made in accordance with the aforesaid time periods.

18. Containers Not Packed By the Carrier (a) Goods may be packed by the Carrier in Containers or in similar articles of transport used to consolidate Goods.

(b) If a Container (which includes any pallet or similar article of transport used to consolidate the Goods) has not been packed or filled, or the Goods, whether or not in Containers, have not been packed or filled, or the Goods are transported by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the contents and Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense:

i. has been caused by the manner in which the Container has been packed or filled; or ii. has been caused by the unsuitability of the Goods for Carriage in Containers or for importation or delivery at destination; or iii. has been caused by the unsuitability or defectiveness of the Goods for Carriage in Containers or for importation or delivery at destination; or iv. has arisen without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or v. which would have been apparent on a reasonable inspection by Merchant at or prior to the time when the Container was packed or filled; or vi. has been caused by the lack of proper description or preparation or packing of the Goods for transportation.

(c) This Bill is prima facie evidence of the receipt of the particular number of containers or similar articles of transport set forth, and that number only. The Carrier accepts no responsibility for the receipt of the particular number of containers or similar articles of transport set forth, and that number only. The Carrier shall not be liable for loss of or damage to the contents and Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense:

(a) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as when handed over to the Merchant, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

(b) The Merchant shall be liable for any loss of, damage to, or delay, including demurrage, of such articles, incurred during the period between handing over to the Merchant for loading/stuffing and return to the Carrier for carriage.

(c) The Merchant shall be jointly and severally liable for any loss of, damage to, or delay, including but not limited to demurrage/detention costs, of such articles, incurred during the period between handing over to the Consignee for unloading/unstuffing and return to the Carrier.

20. Dangerous Goods (a) The Merchant may not tender goods of a dangerous nature without written application to the Carrier and the Carrier's acceptance of the same. In the application, the Merchant must identify the nature of the goods with specificity as well as the names and addresses of the exact Shippers and Consignees.

(b) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(c) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(d) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(e) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(f) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(g) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(h) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(i) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(j) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(k) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(l) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(m) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(n) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(o) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(p) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(q) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(r) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(s) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(t) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(u) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(v) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(w) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(x) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(y) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.

(z) If the Merchant fails to provide to the Carrier information as to the nature and danger of the Goods and the necessary precautions, the Goods may at any time be landed at any place, through overboard, destroyed, disposed of or rendered innocuous without liability on the part of the Carrier and without compensation to the Merchant.