[MULTIMODAL] BILL OF LADING - CONTRACT FOR CARRIAGE

DEFINITIONS -
1. "Carrier" means the company stated in the front of this BOL as defined below who is the bearer and on whose BOL this has been issued and/or who is the consignee and/or the party to whom or on account of whom the BOL is ordered and/or who has any other interest in, ownership, or control of the goods under the BOL and shall include its servants, agents, and independent contractors.

2. "Carriage" means the whole or any part of the operations and services described by the BOL undertaken by or on behalf of the Carrier in the respect of the Goods to be carried under such BOL.

3. "Container" contains any container (closed or open top), trailer, flatcar, public, public, skid, or any similar article of transport.

4. "Controlling Party," "Controlled Party," or "Control" means the party or parties that own, control, or are under the control of the party(s) required under applicable law to be identified as such in the applicable form.

5. "Damage" means any loss or destruction or partial loss of, or any injury to, the Goods arising from any cause whatsoever.

6. "Date of Delivery" means the date on which Carrier delivers the Goods to the Merchant or to its order.

7. "Direct Losses" means any and all losses or damages, including but not limited to direct losses or expenses, which may be sustained by the Carrier as a result of the Goods not being delivered to the Merchant or its order and/or the Goods being delivered to the Merchant or its order otherwise than as specified herein.

8. "Display" means one or more inland (surface) transportation, or occurrences in connection therewith, and shall include transport by water, or in or on any containers, pallets or similar units of transport or packaging not supplied by the Carrier, whether or not such containers, pallets or units are in receipt of export customs clearance, or whether such containers, pallets or units are in transit or otherwise in the custody or under the control of the Carrier.

9. "Events of Force Majeure" means those events or occurrences which are beyond the reasonable control of either party and which are not caused by its own negligence and which, in the opinion of either party, could not reasonably have been avoided or overcome by that party.

10. "Freight Charges" means all charges for the Carriage of the Goods hereunder, whether paid by or on behalf of the Merchant, Merchant’s agents or Carrier.

11. "Goods" means all articles of commerce, whether or not in packages, containers, pallets, or similar units of transport, or packaging not supplied by the Carrier.

12. "Liability Limitation" means the maximum liability limitation under applicable law, which may consist of the limitation provided by or in accordance with such applicable law, and any other limitation provided by or in accordance with the Carrier and the Merchant hereunder.

13. "Merchant" means the party or parties whose name(s) appear(s) in the front of this BOL as defined below and who is the party to whom or on account of whom the BOL is ordered and/or who has any other interest in, ownership, or control of the goods under the BOL and shall include its servants, agents, and independent contractors.

14. "Multi-Modal Transport Loss" means a loss or damage that may be incurred in transit and only shall pay salvage and special charges incurred in respect of the goods ("General Average"). It shall also include any special and salvage charges that may arise in connection with the Carriage and the transit of goods, including, but not limited to, those related to containerization or de-containerization, storage, handling, and loading costs.

15. "Salvage" means any event or occurrence that may result in the saving of the life, limb, or property of any person, or in the saving of the Goods or any other property, or in the avoidance of any property damage caused by the Goods or by any container, vehicle, or equipment in which the Goods were transported, whether or not such events or occurrences are in connection with the Carriage or the transit of the Goods.

16. "Shipment" means the goods being delivered or to be delivered to the Merchant or its order.

17. "Subcontractor" means any independent contractor retained by the Carrier to perform the Carriage hereunder, whom the Carrier may engage or hire to perform the Carriage hereunder.

18. "Surcharge" means any and all charges for the Carriage of the Goods hereunder, whether paid by or on behalf of the Merchant, Merchant’s agents or Carrier.

19. "Unclaimeds" means any and all charges for the Carriage of the Goods hereunder, whether paid by or on behalf of the Merchant, Merchant’s agents or Carrier.

20. "Unloading" means the release of the Goods to the Merchant or its order at the place of delivery or at the point where the Goods are to be unloaded for delivery.

21. "Visby Rules" means the rules set forth in the International Conference of Contracting Governments relating to the Carriage of Goods by Sea, including but not limited to, the International Conference of Contracting Governments of the Hague-Visby Rules, and any revisions or modifications thereto by the International Conference of Contracting Governments relating to the Carriage of Goods by Sea.

K. The Carrier may invoke any defenses it may have with respect to the goods hereunder, including, but not limited to, the events of force majeure as set forth above.

L. In the event that the damage or loss is occasioned by or in connection with any salvage operation, or in any event, the Carrier shall have the right to be indemnified for all and any expenses and losses resulting from any salvage operation.

M. In the event that the damage or loss is occasioned by any act or omission of the Merchant or any of its servants, agents, or independent contractors, or any act or omission of any Subcontractor, Subcontractor’s servants, agents, or independent contractors, or any act or omission of any person or entity claiming to be in possession of or control of the Goods, the Carrier shall be entitled to recover all and any losses and expenses resulting therefrom.

N. In the event of any and all losses or damages, the Carrier, its servants, agents, or independent contractors shall in all cases be afforded the protection and rights to which they would otherwise be entitled in respect of property and rights.