

Consignor



FBL

JP

NÉGOTIABLE FIATA
MULTIMODAL TRANSPORT
BILL OF LADING



A-000000 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 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 – 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 there 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 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 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 kilogramme 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 limited 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 USD 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 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 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 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, 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.

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.

Standard Conditions(1993)governing the FIATA MULTIMODAL TRANSPORT BILL
OF LADING

F I A T A 複合運送証券 (F B L) 標準約款 (1993)

— 英 和 対 照 —

日 本 海 運 貨 物 取 扱 業 会

JAPAN FREIGHT FORWARDERS FEDERATION

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す。(平成5年11月)

Standard Conditions (1993) governing the FIATA MULTIMODAL TRANSPORT BILL OF LADING

F I A T A 複合運送証券 (F B L) を律する標準約款 (1993年)

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.

定 義

「当フレイト・フォワード」(以下当社という)とは、このFBL(以下本証券という)を発行し、およびこの表面に名称を示し、かつ運送人として運送契約の履行に責任を負う複合運送人を意味する。

「荷主」とは、仕出人、荷送人、荷受人、本証券の所持人、運送品(以下物品という)の受取人および所有者を意味しかつ含む。

「荷送人」とは、当社と複合運送契約を締結する者を意味する。

「荷受人」とは、当社から物品を受取る権利を付与されている者を意味する。

「管理下におかれた」(または受取られたという)とは、物品が本証券に明記する受取地において当社により手渡されかつ運送のために受領されたことを意味する。

「物品」とは、生動物ならびに当社の提供によらないコンテナ・パレットまたはこれと類似する運送もしくは包装の用具を含むすべての財貨を意味し、そのような財貨が甲板積みもしくは船艙積みで運送されるかどうかは係りない。

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.

1. 適用範囲

頭書に「F I A T A 複合運送証券」(F B L)とあるが、この約款は、一つの運送方法のみを使用する場合にも適用する。

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.

2. 本証券の発行

2.1 本証券の発行により、当社はつぎのことをする。

- a) 物品が受取られる場所（本証券に明記する場所）から本証券に指定する引渡地まで、一貫輸送の履行および／または自己の名においてその履行を調達することを引受ける。
- b) この約款に記載する責任を負う。

2.2 本証券の約款を条件として、当社は、自己その使用人もしくは代理人の職務の範囲内において行為するそれらの者の作為および不作為に対しても、または本証券により明記する契約を履行するために当社がそのサービスを利用するその他すべての者の作為および不作為に対しても、それらの者の作為および不作為があたかも当社自からのものであったとして責任を負う。

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.

3. 流通性と物品に対する権利

- 3.1 本証券は、「流通不能」の表示がないかぎり、流通性のある形式により発行される。これは物品に対する権利を構成し、その裏書きにより、本証券の所持人は券面に明記する物品を受取ること、または譲渡する権利を有する。
- 3.2 本証券における情報は、それにより記載されたとおりの物品を当社により受取られたことの一応の証拠となる。ただし、「Shipper's weight, load and count」、「Shipper-packed container」またはこれと同趣旨の表現によるような反対の表指示が、印刷本文のなかにまたは本証券面の付加された場合はこのかぎりではない。ただし、本証券が善意にてかつそれを信頼して行為する荷受人に有償で譲渡されたときは、それに対する反証は認められない。

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.

4. 危険物および補償

4.1 荷主は、危険性のある物品の運送につき国内法によりまたは国際条約により強行法とされる規定にしたがうものとし、またどんな場合においても危険性のある物品が当社により受取られる前に、その危険の正確な性質を当社に書面により通告し、さらに必要に応じてとるべき予防措置を指示するものとする。

4.2 もし荷主がそのような記載事項を記載することを怠った場合、また当社が物品の危険性およびとるべき必要な予防措置を知らなかった場合、さらにどんな場合でも、当該物品が生命財産に危害を及ぼすとみられるときは、当社は、なんの補償もすることなく、状況に応じどの場所でもそれを荷卸、破壊、または無害にすることができる。荷主は、物品の受取り、運送またはそれに付随するいっさいのサービスから生じるすべての滅失、損傷または費用に対して当社に補償するものとする。

当該物品の運送からくる危険物の正確な性質を当社が知っていたことを立証する責任は荷主の側にある。

4.3 どんな物品も生命財産に危険なものとなる場合には、当該物品は、同じ方法によりどんな場所にも荷卸もしくは陸揚げまたは破壊もしくは無害なものにすることができる。もしその危険が当社の過失および懈怠により生じたものでない場合には、当社には責任はなく、かつ荷主にはそのことから生じるすべての滅失、損傷、責任および費用につき当社に補償する。

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.

5. 物品の記述および荷主による包装と検査

5.1 荷送人は、物品が当社により受取られた時に、本証券面への記入のため荷送人またはその代理人により通告されたとおりの、物品の概要、記号、数、重量、容積、数量、場合により危険性に関してのあらゆる明細が正確であることを、当社に保証したものとみなされる。

荷送人は、そのような明細が不正確または不適當であることから生じるすべての滅失、損傷および費用に対して当社に補償するものとする。

荷送人は、本証券が荷送人により譲渡された場合でもひきつづき責任を負うものとする。

そのような補償をうける当社の権利は、荷送人以外の者は、本証券にもとづく当社の責任になんら制限を加えられるものではない。

- 5.2 当社は、物品の瑕疵もしくは不十分な包装により、または荷主もしくは当社以外の者が荷主に代わってなしたコンテナその他の輸送単位への不適当な積込もしくは包装により、または荷主の提供によるコンテナその他輸送単位の瑕疵もしくは不適切さにより、または当社の提供による場合のコンテナその他輸送単位の場合には荷主の合理的な点検をもってして明らかになったはずの瑕疵もしくは不適切さによっても、それぞれに生じたすべての滅失、損傷もしくは費用に対して責任を負わないものとする。

荷主は、そのことを原因として生じたすべての滅失、損傷、責任および費用について当社に補償する。

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.

6. 当社の責任

- 6.1 この約款にもとづく物品に対する当社の責任は、当社が当該物品を受取った時から引渡の時点までの間に及ぶ。

6.2 当社は、物品の滅失もしくは損傷または引渡遅延の原因となった出来事が条項2.1 aに定めるとおりに物品が当社の管理下にある間に発生したときは、当該物品の滅失、損傷または引渡遅延について責任を負う。ただし、当社が自からの、または条項2.2にいう使用人もしくは代理人もしくはその他の者の過失または懈怠が当該物品の滅失、損傷または引渡遅延の原因ないし起因となっていないことを立証したときはこのかぎりではない。しかし、荷送人による引渡時期の申出を、当社が承諾し、かつ本証券に明示しないかぎり、当社は引渡遅延から生じる損害に対して責任を負わない。

6.3 着荷日は、当社により保証されない。しかし、引渡遅延の発生は、物品が明らかに約定された期間内に、またはそのような約定がないときは、事案の状況を考慮して、勤勉な当社に要求することが合理的であるような期間内に当該物品が引渡されなかったときに起きる。

6.4 もし物品が条項6.3により決定される引渡期日につづく連続90日以内に引渡されなかった場合は、請求者は、反証のないときには、当該物品を滅失したものととして取扱うことができる。

6.5 当社が、事案の状況により、滅失または損傷が本条a～eに明記する1または2以上の原因または出来事に起因しうるものであったと立証したときは、その滅失または損傷はそれが原因で生じたものと推定される。ただし賠償請求者には、いつもその滅失または損傷が実際に1または2以上の原因または出来事により全部もしくは部分的に生じたものでないことを証明する権利が与えられる。

a) 荷主の、または荷主のために行為する当社以外の者の、もしくは当社が物品を受取る相手方の作為または不作為

b) 梱包もしくは記号および／または数の不十分もしくは瑕疵のある状態

c) 荷主または荷主のために行為する者による荷扱、積込、積付または荷卸

d) 物品の固有の瑕疵

e) ストライキ・ロックアウト、労働の停止または抑制

6.6 海上または内陸水路による抗弁

本条項6.2.、6.3. および6.4. にかかわらず、当社は、海上または内陸水路による運送中につきの行為により、滅失、損傷、または遅延が生じた場合の滅失、損傷または遅延に対して責任を負わない。

a) 船舶の航行または管理における船長、船員、水先案内人または運送人の使用人の作為、懈怠または過失

b) 火災、そのうち運送人の実際の故意または過失により生じたものは除く

ただし、滅失または損傷が船舶の非堪航性の結果生じたときはいつでも、当社は、航行開始時ににおいて船舶に堪航性をもたせるため然るべく注意を払ったことを証明することができることを条件とする。

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 there 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.

7. 至 上 約 款

- 7.1. この約款は、本証券により証明される契約に適用可能の国際条約または国内法の強行規定に反しない範囲においてのみ有効となる。
- 7.2. 船積地国において法制化されている1924年8月25日ブラッセルで調印の船荷証券に関するある規則の統一のための国際条約に含まれているヘーグ・ルール、またはそれらの国ですでに発効している場合の1968年2月23日付けのブラッセル議定書に含まれているヘーグ・ウイスビー・ルールが、すべての海上による物品運送、さらに内陸水路による物品運送にも適用されるものとし、かつこれらのルールの規定は甲板積または艀内積にかかわらずすべての物品に適用される。
- 7.3. アメリカ合衆国海上物品運送法 (COGSA) は、本証券に強制的に適用可能とされる場合、または本証券面の陳述による物品の甲板積み運送でなければ適用可能とされるような場合には、甲板積または艀内積を問わず、海上物品運送に適用される。

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 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 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 kilogramme 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 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.

8. 当社の責任制限

- 8.1. 物品の滅失または損傷に対する賠償額の査定は、物品が荷受人に引渡された場所および日時、または本証券にしたがい、物品が引渡されるべきであった場所および日時においての当該物品の価格を参照して行なう。
- 8.2. 物品の価格は、商品取引所におけるその時の相場にしたがい、またはそれがないときは市場価格によるが、また商品取引所の価格も市場価格もないときは、同種同質の通常の価格を参照して決められる。
- 8.3. 本条8.4から8.9までの規定を条件として、当社は、一梱包もしくは一単位あたり666.67 SDRまたは滅失または損傷した物品の総重量のキログラムあたり2 SDRのいずれか高い額に相当する額を超える額の物品のすべての滅失または損傷にも責任を負うものでもなく、また責任を負わせるものでもない。ただし、物品の種類と価格が荷送人により申告され、かつ物品が当社により自己の管理下におかれる前に受諾され、または従価運賃が支払われ、かつ本証券に価格が明記されている場合にはこのかぎりではなく、その場合は申告価格が限度とされる。
- 8.4. コンテナ、パレットもしくはこれと類似の運送用具に2以上の梱包または単位が積込まれている場合、本証券にそのような運送用具に詰められたとして数量の記載のある梱包または積荷単位が梱包または積荷単位とみなされる。上記の場合を除いて、そのような運送用具が梱包もしくは単位とみられる。
- 8.5. 前記の規定にかかわらず、もし契約により複合運送が海上または内陸水路による運送を含まないときは、当社の責任限度は、滅失もしくは損傷した物品の総重量の1キログラムあたり8.33 SDRを超えない額とする。
- 8.6 a) 複合運送のある特定の区間で物品の滅失もしくは損傷が生じた場合で、その特定区間のために別個の運送契約が結ばれていたら、それについて適用可能な国際条約または強行的国内法が別の責任限度を定めている場合には、そのような国際条約または強行的国内法を参照して決められる。
- b) 物品の種類と価格が荷主により申告されかつ本証券に記載され、および従価運賃が支払われていないかぎり、アメリカ合衆国海上物品運送法（COGSA）の適用ある場合には、それにもとづく当社の責任は、1梱包あたり、または梱包積みでない場合には慣行による船積運送単位あたり500 USドルを超えないものとする。

- 8.7. もし当社が引渡遅延、または物品の滅失もしくは損傷以外の間接損害からくる損害に関して責任を負うとした場合には、当社の責任は、本証券による複合運送のための複合運送契約にもとづく運賃の2倍と等しい額を超えない額に限定される。
- 8.8. 当社の責任総額は、物品の全損に対する責任限度を超えないものとする。
- 8.9. 当社は、滅失、損傷または引渡遅延がそのような滅失、損傷または引渡遅延を生じさせる意図をもって、または無謀にかつそのような滅失、損傷または引渡遅延がおそらく生じるであろうことを知りながらなした当社の個人的な作為または不作為の結果であると証明されたときは、責任制限の利益を享受する権利を有しない。

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.

9. 不法行為についての適用可能性

この約款は、請求が契約にもとづくものまたは不法行為にもとづくものにかかわらず、本証券により明記された契約の履行についての当社に対するすべての請求に適用される。

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.

10. 使用人およびその他の者の責任

- 10.1. この約款は、本証券により明記された契約の履行についての請求が契約を履行するためにそのサービスが利用された使用人、代理人その他の者（独立した契約者を含めて）に対してなされたときはいつでも、当該請求が契約または不法行為にもとづくものにかかわらず適用され、かつ当社および使用人、代理人その他の者の責任総額は前記条項8における限度を超えないものとする。
- 10.2. 本証券により明記されたとおりの契約を締結するにあたり、当社は、この約款の範囲内において、自からのためにのみならず、代理人または受託者としてその者のためにも行為し、かつこれらの者はこの範囲まで本契約の当事者となるかまたは当事者とみなされる。
- 10.3. ただし、もし物品の滅失または損傷が損害を生じさせる意図をもって、または無謀にかつ損害がおそらく生じるであろうことを知りながらなした本条項10.1にいう者の個人的な作為または不行

為の結果であることが証明したときは、そのような者は前記条項 8 に定める責任制限の利益を享受する権利を有しないものとする。

10. 4. 当社および条項 2. 2 および 10. 1 にいう者から回収できる金額の総計は、この約款に定める限度を超えないものとする。

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.

11. 輸送の方法と経路

当社は、荷主への通知なしに、物品を甲板積もしくは船艙積にて運送、物品の取扱い、積付、保管および輸送においてしたがうべき方法、経路および手続を選択または代替する自由裁量権をもつ。

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 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 FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

12. 引渡

12. 1. 物品が本証券にしたがって荷受人もしくはその代理人に手渡されるかもしくは自由処分に委ねられたときに、または引渡地において適用可能な法規により、物品を手渡さなければならない権限ある者もしくはその他の者に対して物品の手渡がなされたときに、または、当社が荷主に対して引取るよう請求する権利を付与されたその他の場所において物品を手渡されたときに、物品は引渡されたものとみなされる。

12. 2. 当社は荷主のみの危険において物品を倉入れする権利も有し、および当社の義務は終了し、かつ当該保管料は請求あり次第荷主により当社に対して支払わなければならない。

12. 3. 本証券にもとづく運送が当社もしくは条項 2. 2 に規定する者の過失または懈怠から生じたものでなく、かつ当社が相応の注意を払っても避けることができない種類の障害もしくは危険（物品の常態を含めて）により影響を受けるかまたはそのおそれのあるときはいつでも、当社は、

本証券にもとづく物品を抛棄すること、かつ合理的に可能な場合には、当社が安全で便宜とみなすことのできる場所において物品の全部または一部を荷主の自由処分に委ねることができ、それと同時

に引渡がなされたものとみなされ、かつ当該物品に関しての当社の責任は終了する。

いかなる場合においても、当社は、本証券にもとづき全運賃を収受する権利を有し、かつ荷主は上記の状況から生じる追加の費用を支払う。

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.

13. 運賃および諸掛り

13. 1. 運賃は、割引かれることなくまたは損害請求、反対請求、相殺を理由とした支払遅延もなく、それが前払いか仕向地払いのいかんを問わず、現金をもって支払われるものとする。

運賃は、物品が当社の管理下におかれたときに当社により得られたものとみなされ、かつ、いかなる場合にも返還されるべきものでない。

13. 2. 本証券に明記する運賃およびその他すべての諸掛りは、本証券に指定する通貨をもって、または当社の選択により仕出国もしくは仕向国の通貨をもって、運賃前払いの場合は仕出日の、または運賃仕向地払いの場合は荷主が現地で着荷通知を受けた日か、(当社またはその使用人もしくは下請契約者により) 荷渡指図書が回収された日のうち為替相場の高い日の、または当社の選択による証券発行日の、銀行一覧払手形の最も高い市場為替相場により支払われるものとする。

13. 3. 物品にかわる賦課金、税金および諸掛りその他経費は、すべて荷主により支払われるものとする。

当社により機器が提供される場合には、荷主は、当社の過失または懈怠によらないすべての滞船料と費用を支払うものとする。

13. 4. 荷主は、戦争、戦争行為、流行病、ストライキ、政府命令または不可抗力により生じた離路もしくは遅延に対する一切の費用、またはその他どのような性質のものであれ費用の増加分は、すべて運賃額に応じて当社に補償する。
13. 5. 荷主は、物品の中味、保険、重量、容積または価額の申告が正確であることを保証するが、当社は、その物品の中味を点検および重量、容積または価額を証明してもらう権利を留保する。もしこれらの点検の結果、当該申告が正確でないことが判明した場合には、本証券面に支払うべき運賃として明示されている金額のいかにかわらず、正当な運賃と支払済み運賃との差額の5倍か、正当な運賃の2倍から支払済み運賃を差引いた額のいずれかに相当する金額の、どちらか少ない方の金額が当社により支出した点検費用および他の物品の逸失運賃について弁済すべき損害賠償として当社に支払われるものとする旨同意したものとする。
13. 6. 当社が運賃、費用その他料金を本証券にもとづく輸送にかかわったその他の者から取立てるよう指図を受取することがあっても、荷主は、請求とそれに対するいかなる理由によってもその不払の証拠を受取次第、当該金額についてひきつぎ責任を負うものとする。
- 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.
- 14. 先取特権**
当社は、荷主から当社へその時点を問わず支払うべき保管料を含む請求金額およびそれらの回収費用に対して、物品上および物品に関しての一切の書類上に先取特権を有するものとし、かつ自から適当と認める合理的な方法によってこの先取特権を行使することができる。
- 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.
- 15. 共同海損**
荷主は、当社に対して、荷主に求められる共同海損の性質をもつ一切のクレーム（分担金）につき補償（支払う）するものとし、かつこのことに関して当社から要求がある場合には当該担保を提供する。
- 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.

16. 通 知

16. 1 物品の滅失または損傷の概況を明記した当該滅失または損傷の通告が条項第12、により荷受人へ物品の引渡がなされるときに当社に対して荷受人により書面でなされないかぎり、そのような物品の手渡は、本証券に記載されるとおり当社による物品の引渡がなされたことの一応の証拠となる。

16. 2 滅失または損傷が明白でない場合におけるときの一応の証拠は、物品が条項第12、により荷受人に引渡された日につづく6日以内に書面による通告がないときに適用される。

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.

17. 出訴期限

当社は、ほかに異なる明示のないかぎり、物品の引渡後または物品の引渡が行われるべきであった日後、または条項6.4にしたがって物品の引渡を行なわなかったことにより、荷受人に対して当該物品が滅失したものとして取扱う権利が与えられた日後の9ヶ月以内に訴訟の提起がなければ、本証券にもとづくすべての責任を免れる。

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.

18. 一部の無効

いずれかの条項またはその一部が無効であるとされた場合には、本証券の効力および残余の条項または一部には影響を与えるものではない。

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.

19. 管轄および適用法

当社に対する訴訟は、本証券の書面に記載する当社の事業所のある場所においてのみ提起することができ、かつ当該事業所の場所の国の法により決定される。

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