

CONDITIONS GOVERNING MULTIMODAL TRANSPORT DOCUMENTS

1. **DEFINITIONS**
- (a) **Carrier** means a MTO, who is engaged in the business of transporting for hire goods by road, rail, inland waterways or sea;
- (b) **Consignee** means the person named as consignee in the Multimodal Transport Contract/Documents i.e. Bill of Lading.
- (c) **Consignment** means the goods entrusted to a Multimodal Transport Operator for Multimodal Transportation after custom clearance by the Merchant.
- (d) **Consignor** means the person, named in the Multimodal Transport Contract/Document as consignor and/or a Merchant, by whom the goods are covered by such contract as entrusted to a Multimodal Transport Operator for Multimodal Transportation;
- (e) **Delivery** means-

- (i) In the case of negotiable Multimodal Transport Document, delivering of the consignment to, or placing the consignment at the disposal of the consignee or any other person entitled to receive it, which ever is earlier.
- (ii) In the case of non-negotiable Multimodal Transport Document, delivering of the consignment to, or placing the consignment at the disposal of the consignee or any person authorized by the consignee to accept delivery of the consignment on his behalf, which ever is earlier.

- (f) **Endorsement** means the signing by the consignee or the endorsee after adding a direction on a negotiable Multimodal Transport Document to pass the property in the goods mentioned in such document to specified person;
- (g) **Freight** means all charges payable to the carrier, including but without limitation, Ocean Freight, storage, demurrage, detention, salarage and services.

- (h) **Goods** includes - (i) containers, pallets or similar articles of transport used to consolidate goods; and/or (ii) animals;
- (i) **Indemnity** includes defend, indemnify and hold harmless.

- (j) **Merchant** includes the consignor, shipper, holder of MTD, consignee, freight forwarder, custom broker, receiver of the goods, any person owning or entitled to the possession of the goods of the MTD and any other acting on behalf of such persons and where the context so requires means those persons jointly and severally. All of the Persons coming within the definition of Merchant including any principal of such Person, shall be jointly and severally liable to the MTO for the due fulfillment of all obligations undertaken by the Merchant in this MTD/bill of lading.
- (k) **Mode of transport** means carriage of goods by road, rail, inland waterways or sea;

- (l) **Multimodal Transportation** means carriage of custom cleared insured goods by two or more modes of transport from the place of acceptance of the goods in India to a place of delivery of the goods outside India;
- (m) **Multimodal Transport Contract** means a contract of carriage entered into by the Merchant and the Multimodal Transport Operator for Multimodal Transportation;

- (n) **Multimodal Transport Operator (MTO)** means any person who-
- (i) MTO always deal in the custom cleared/pass cargo only. It is not a responsibility of MTO to custom clear the cargo.

- (ii) Concludes a Multimodal Transport Contract on his own behalf or through another person acting on his behalf; and (i) acts as principal, and not as an agent either of the Merchant or of the carrier participating in the Multimodal Transport Contract, and is responsible for the goods, and who assumes responsibility for the performance of the said contract.
- (o) **Multimodal Transport Document (MTD)** means the document issued by the Multimodal Transport Operator to the Merchant after taking charge of the goods in good faith as per Merchant declaration for Multimodal Transportation. MTD is also called as Bill of Lading.

- (p) **Negotiable Multimodal Transport Document** means a Multimodal Transport Document which is - (a) made out to order or to bearer; or (b) made out to order and is transferable by endorsement; or (c) made out to bearer and is transferable without endorsement;
- (q) Non-negotiable Multimodal Transport Document means a Multimodal Transport Document, which indicates only one named consignee;

- (r) **Sea Way / Express release MTD** - Means non-negotiable MTD for delivery of the goods without any Original MTD.
- (s) any MTD without Terms Condition if received by the Merchant may be returned to the MTO as without Terms and Condition, MTD is invalid and not a lawful document. MTO always issue MTD with the terms and Condition of the MTD.

- (t) **Owner** in relation to goods includes any consignor, consignee, freight forwarder, custom broker, merchant for sale, custody, delivery, handling over, loading or unloading of such goods.
- (u) **Vessel** means not the intended or a planned vessel, which is subject to change without any notice, on which the shipment is proposed to be carried from the first port of loading. "Vessel" Does not mean "Shipped on Board" Vessel unless Specifically Vty Endorsed and Signed Elsewhere on the Body of the MTD.

2. **APPLICABILITY**
- The provision of the bill of lading shall apply irrespective of whether there is a unimodal or a multimodal transport involving one or several modes of transport.

3. **EFFECT OF ISSUANCE OF MULTIMODAL TRANSPORT DOCUMENT**
- (1) The issuance of the MTD by the MTO transfers to the Merchant having no interest in the rights/obligations and defenses in the conditions mentioned in this document;
- (2) By the issuance of the MTD the MTO;

- (a) Undertakes to perform and/or in his own name to procure performance of the Multimodal Transport including all services which are necessary to such transport from the time of taking the goods in charge to the time of delivery, and accepts responsibility for such transport and such services to the extent set out in these conditions;
- (b) Accepts responsibility for the acts and omissions of his agents or servants, when such agents or servants are strictly acting within their scope of their employment, as if such acts and omissions were own;

- (c) Accepts responsibility for the acts and omissions of any other person whose services he uses for the performance of the contract entered into by the MTO;
- (d) Undertakes to perform or to procure performance of all acts necessary to ensure delivery;

- (e) Assumes that the goods packed by Merchant in seaworthy packing and undertakes no liability if contents damaged due to inferior quality of packing material used for packing;
- (f) Assumes no liability in any event for any consequential or special damages or other indirect loss however arising whether or not the MTO had knowledge that such damage or loss may incur including but not limited to loss of income, profits, interest, utility or loss of market;

- (g) By the conditions set out in the MTD, MTO or a person acting on this behalf are not to be held liable at all for certain losses and damages - wherever in the Event of their Proved liability, the amount of liability will be strictly limited to the amount stated in the Terms and condition of this MTD. The Merchant are therefore advised to purchase comprehensive cover policies for the full duration of the MTD to ensure that their insurable interests are fully protected in all events. MTO shall in no way be responsible to the Merchant on any third party for non compliance of the above.

- (h) By Accepting this MTD, Merchant has undertaken that cargo is insured and custom cleared on the day it is handed over to the MTO by the Merchant.
- (i) **NEGOTIABILITY AND TITLE TO THE GOODS**

- By accepting the MTD, the Merchant and his transferees agree with the MTO that, unless MTD is marked non-negotiable, it shall constitute title to the goods and the holder, by endorsement of this MTD, shall be entitled to receive or to transfer the goods mentioned in this MTD.

- The MTD will be treated null & void if any manual correction or amendment has been carried on the face of the original MTD.
- The Original MTD is the property of the MTO and it must be returned to the MTO after effecting delivery of goods to the consignee or upon demand raised by the MTO on Merchant or agent or any person in possession of the MTD.

5. **RESERVATIONS**
- (1) If the MTD contains particulars concerning the general nature, leading marks, number of packages or pieces, weight or quantity of the goods which the MTO or a person acting on his behalf knows, or has reasonable grounds to suspect, do not accurately represent the goods actually taken in charge, or if he has no reasonable means of checking such particulars, the MTO or person acting on his behalf shall insert in the MTD a reservation specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of checking, if the MTO or a person acting on his behalf fails to note on the MTD the apparent condition of the goods, he is deemed to have noted on the MTD that the goods were in apparent good condition.

- There is no responsibility attached with the MTO or a person acting on his behalf if the condition of packing is not seaworthy and strong enough to hold the cargo in good shape & condition and damage or loss to goods is attributed to the same.

6. **EVIDENTIARY EFFECT OF THE MULTIMODAL TRANSPORT DOCUMENT**
- (1) The MTD shall be prima facie evidence of the taking in charge by the MTO of the goods as described therein; and
- (2) Proof to the contrary by the MTD shall not be admissible if the MTD is issued in negotiable form and has been transferred to a third party, including a consignee, who has acted in good faith in reliance on the description of goods therein.

7. **GARANTEE BY THE MERCHANT**
- (1) The Merchant shall be deemed to have guaranteed to the MTO the accuracy at the time the goods were taken in charge by the MTO, of particulars relating to the general nature of the goods, their marks, number, weight, quantity and dangerous character if applicable of the goods, as furnished by him for insertion in the MTD.

- (2) The MTO shall be indemnified against loss by the Merchant resulting from inaccuracies or inadequacies of the particulars provided by the Merchant. The Merchant shall remain liable even if Merchant has transferred the Cargo Ownership rights of the goods under the MTD. Particulars of goods and related information printed on the MTD has been verified by the Merchant and confirmed as correct. MTD is not been apprised about the value of the cargo or authenticity of any Particulars printed on the MTD.

- (3) The Merchant by accepting the MTD has guaranteed that goods shall be released immediately on arrival of the shipment at the Destination by the Consignee. Further, The Merchant has undertaken full responsibility towards the Port and warehouse charges, Tax and Duty, Penalty including Demurrages and detention and other charges applicable at the destination in respect of the shipment for the entire delay period on release of the shipment. For any reason, if shipment is not released by the consignee at Destination or refused to release by the consignee or consignee has not paid the charges at the time of Delivery. In that case Merchant shall pay the same at Origin immediately on demand.

8. **DAINGEROUS GOODS**
- (1) The Merchant shall mark or label dangerous goods in a suitable manner as 'dangerous goods'.
- (2) Where the Merchant handles over dangerous goods to the MTO or any person acting on his behalf, the Merchant shall inform him in writing of the dangerous character of the goods and, if necessary, the precautions to be taken. If the Merchant fails to do so and the MTO does not otherwise have knowledge of their dangerous character, then-

- (a) The Merchant shall be liable to the MTO for all loss resulting from the shipment of such goods; and
- (b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without any notice to the Merchant and without payment of any compensation.

- (3) The above provision may not be invoked by any person if during the Multimodal Transport he has taken the goods in his charge with knowledge of their dangerous character.
- (4) If, in cases where the provisions (2) (b) referred to above are not apply or may not be invoked, dangerous goods become an actual danger to property they may be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation, except where there is an obligation to contribute in general average or where the MTD is liable, in accordance with the provisions of relevant conditions.

9. **PERIOD OF RESPONSIBILITY**
- (1) The responsibility of the MTO for the goods covers the period from the time he takes the goods in his charge to the time of their placement for delivery. For the purpose of this responsibility, the MTO is deemed to be in charge of the goods.

- (2) From the time he takes over the goods from;
- (i) The Merchant or a person acting on his behalf; or
- (ii) An authority or other third party to whom, pursuant to law or regulations applicable at the place of taking charge the goods must be handed over for transport;

- (b) Until the time he has delivered the goods;
- (i) By handing them over to the consignee; or

- (ii) By placing them at the disposal of the consignee in accordance with the Multimodal Transport Contract or with the law or with the usage of the particular trade applicable at the place of delivery;
- (iii) By handing over the goods to an authority or other third party to whom, pursuant to law or recognitions applicable at the place of delivery, the goods must be handed over.

- (2) Reference to the MTO in this regard shall include his servants or agents or any other person whose services he makes use of for performance of the Multimodal Transport Contract, and reference to the, consignor or consignee shall include their servants or agents.

10. **BASIS OF LIABILITY**
- (1) The MTD shall be liable for loss resulting from loss of or damage to the goods or delay in delivery if the occurrence which caused such loss, damage or delay in delivery, took place while the goods were in his charge unless the MTO proves that he, his servants or agents or any other person whose services he uses for the performance of the contract evidenced by this MTD, took all measures that could reasonably be required to avoid the occurrence and its consequences.

- (2) Where fault or neglect on the part of the MTO, his servant or agents or any other person whose services he uses for the performance of the contract evidenced by this MTD, combines with another cause to produce loss of or damage to the goods, or delay in delivery, the MTO shall be liable only to the extent that the loss, damage or delay in delivery which is attributable to such fault or neglect, provided that the MTO proves the part of the loss, damage or delay in delivery not attributable thereto.

- (3) Delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or in the absence of such written agreement, within a reasonable time required by a diligent MTO, having regard to the circumstances of the case to effect the delivery of the goods.

- (4) If the goods have not been delivered within ninety consecutive days following the date of delivery expressly agreed upon, the claimant may treat the goods as lost.

- (5) The MTD does not undertake or give any guarantee that the goods or any documents relating thereto shall arrive or be available at the place of delivery at the place and time when, in accordance with the contract of discharge or the place of delivery at any particular time. The estimated transit time may be given for indication only which is subject to change without any notice.

11. **LIABILITY LIMITED FOR LOSS OR DAMAGE WHEN THE STAGE OF TRANSPORT WHERE THE LOSS OR DAMAGE OCCURRED IS KNOWN**
- (1) When the MTD is liable to pay compensation in respect of loss of or damage to, the goods occurring between the time of taking them in his charge and the time of delivery and the stage of transport where the loss or damage occurred is not known:-

- (a) Such compensation shall be calculated by reference to the value of such goods at the place and time of loss or damage, whichever is earlier, and the stage of transport where the loss or damage occurred in Multimodal Transport, they should have been so delivered.
- (b) The value of the goods shall be determined according to the current commodity exchange price or, if there is not such price, according to the current market price, or if there is no commodity exchange price or current market price by reference to the value of such goods as determined by the MTO; however, the MTD shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim.

- (c) Where a MTO becomes liable for any loss of, or damage to, any consignment, the nature and value thereof need not be stated in the MTD by the MTO or any person acting on his behalf. In the event of a charge by the MTO and the stage of transport at which such loss or damage occurred is not known, then the liability of the MTO to pay compensation will be limited to two Special Drawing Rights per kilogram of the gross weight of the consignment lost or damaged or 66.67 Special Drawing Rights per package or unit lost or damaged, whichever is less, as set out in Part 11(4).

- (3) Notwithstanding anything contained above if the Multimodal Transportation does not, according to the Multimodal Transport Contract, include carriage of goods by sea or by inland waterways, the liability of the MTD shall be limited to an amount not exceeding 6.33 Special Drawing Rights per Package of the goods lost or damaged.

- (4) It is a Responsibility and obligation in the part of the Merchant- Consignee to surrender the One (1) Original Bill of lading with the Delivery Agent of the MTO at POD Country for delivery of the Goods. However, no liability shall attract to the MTO if named Consignee on the Bill of Lading has taken delivery of the cargo without Original Bill of Lading and did not produce the Original Bill of lading for the Delivery. It is an obligation in the part of the Merchant - Consignee to ensure that one set of Original BL (issued in original and not seaway BL) is surrendered with the delivery agent of the MTO at POD for delivery of the Consignment. MTD shall be indemnified by the Merchant from all costs and consequences which may arise due to a failure to surrender the Original Bill of Lading and Delivery of the Consignment by the Consignee named in the Bill of Lading.

- (5) MTO is not aware about the value of the goods until declared in the Bill of Lading. MTO is also not aware about the Agreement/ understanding between Consignor and Consignee and payment transaction between them. Hence MTD has nothing to with the value of the goods to the Consignor by the Consignee due to any circumstances. Merchant shall indemnify the MTO from any consequences between the Consignor and Consignee for any whatsoever reasons and Consignor cannot recover the any value of the goods from MTD if not paid by the Consignee to the Consignor due to any reason whatsoever.

12. **LIABILITY LIMITED FOR LOSS OR DAMAGE WHEN THE STAGE OF TRANSPORT WHERE THE LOSS OR DAMAGE OCCURRED IS KNOWN:**
- (1) When the MTD is liable to pay compensation in respect of loss of or damage to the goods occurring between the time of taking them in his charge and the time of delivery and the stage of transport where the loss or damage occurred is not known, the liability of the MTO to pay compensation shall be determined by the applicable Indian Law if the loss or damage occurred in India, or by the provisions of the applicable law of the country where the loss or damage occurred, as the case may be where provisions of the applicable law outside India are not applicable or where the law of the country of origin is not applicable.

- (a) Cannot be departed from by private contract to the detriment of the claimant and
- (b) Would have applied if the claimant had made a separate and direct contract with the MTO in respect of the particular stage of transport where the loss or damage occurred.

- (2) Without prejudice to the provisions contained in Part 3(2) (b) and (c) mentioned in this document when, under the provision of condition (1) mentioned above, the liability of the MTD shall be determined by the provisions of the law referred to in condition (1) above, the liability shall be determined as if the MTD was a carrier referred to in this law. However, the MTD shall not be exonerated from liability where the loss or damage is caused or contributed to by the acts or omissions of the MTO in his capacity as such, or where the loss or damage is caused or contributed to by the negligence or fault of the carrier.

- 3) Liability of MTD against this MTD shall in any event be Strictly Limited as per Para. 11. (2) and Or Para. 11(3) above.

13. **DEFENCE AND LIMITS FOR THE MULTIMODAL TRANSPORT OPERATOR AND HIS SERVANTS:**
- (1) The defenses and limits of liability provided for in this MTD shall apply in action against the MTO in respect of loss resulting from loss of or damage to goods, delay in delivery or damage arising from such delay.

- (2) If any action in respect of loss resulting from loss of, or damage to the goods or from delay in delivery is brought against the servant or agent of the MTO, or if such servant or agent proves that he acted within the scope of this employment or against any other person whose service he makes use for the performance of the Multimodal Transport Contract, if such other person prove that he acted within the performance of the contract, the servant or agent of such other person shall be entitled to avail himself of the defenses and limits of liability which the MTO is entitled to invoke under this MTD.

- (3) Except as provided for liability for delay, as mentioned below, the aggregate of the amounts recoverable from the MTO and from a servant or agent or any other person whose services he makes use for the performance of the Multimodal Transport Contract shall not exceed the limits of liability provided for in this MTD.

14. **LIABILITY FOR DELAY:**
- The MTD does not undertake that the goods shall arrive at the port of discharge on place of delivery at any particular time or to meet any particular market and the MTD shall in no circumstances, whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay. If not withstanding the foregoing, the MTD shall be held responsible for the delay if it is hereby expressly agreed that the MTD liability shall be limited only to the ocean freight paid under this MTD for the delayed goods.

15. **DELIVERY/ NON-DELIVERY:**
- (1) Good will be deemed to be delivered to the consignee once goods are picked from the destuffing / arrival CFS / Warehouse by the Consignee or any nominated person including transporter or any person acting on behalf of consignee. Pick up of the goods by the transporter or any nominated person of consignee deemed to be delivered to the consignee only.

- (2) MTD Liability ceases on arrival of the cargo at Destination. Shipment shall be dealt in accordance with the law of the arrival country. By accepting the MTD by the Merchant. It is guaranteed that the goods shall be delivered to the consignee or any pre-approved person at the destination and the MTD shall be free from all claims or demands or any pre-approval or release to Origin port subject condition of the cargo and applicable law. In all such event all the cost & expenses involved shall be recovered from the Merchant.

- (3) The MTD shall be discharged from his obligation to deliver the goods, where a negotiable MTD has been issued in as set of more than one original, or a person acting on his behalf, has delivered the goods against surrender of one (1) of such originals MTD. The MTO may exercise the option of lien (see Para 24) on the cargo in a reasonable manner.

- (4) Merchant is required to verify the Country rule and regulation for the commodity and comply with the Law of the Country before goods is handed over to the MTD. MTD shall be indemnified from any liability towards the Merchant or Insurance of the Country Law and regulation of the Country of such lot and hold the MTD and any of MTO's affiliates harmless to the full extent of any loss, damage, cost, expense, or liability to the MTD including lost profits, attorney's fees and litigation expenses for any failure or alleged failure of the Merchant to comply with applicable export and import laws and regulations of the Destination's country.

- (5) The MTO or his agent shall be absolved from any claimability considering the complex nature of Multimodal Transport Operations, where Merchant or their agents / servants presents / surrenders the supposedly fraudulent / manipulated MTD claiming to be original, which may not be possible for MTO or his agent to verify the originality and delivers the goods in good faith to the named consignee or their agents / servants as in the MTD, assuming or considering the surrendered MTD to be original in all reasonability.

- (6) It shall be the responsibility of the Consignor/consignee to custom clear the shipment at the first port of entry in the country of destination where the inland trucking or another transportation place is required to be performed by the MTO as per the terms of contract. The MTD shall not be under any circumstances liable for any delay or costs or compensation. It shall be the Responsibility of the Consignor/Consignee to Check and Verify the Prevailing Government and Custom Rules and Regulation of the Country of Destination.

- (7) No responsibility shall attach to the MTO or his agents for the failure to Notify the arrival of the Goods at Destination. The responsibility to Track and Check arrival information from the Delivery Agents of the MTO at the Destination rest fully with the Consignee or the Endorsee or their Agents responsible for the arrival of the goods at the Destination.

- (8) Merchant [Consignor] after endorsing on the reverse side of the MTD in favour of the Consignee or third party transferring the Ownership rights, title and all the Legal Rights on the goods. Thereafter no claim shall be entertained by the MTO from the Merchant [Consignor].

- (9) It is a responsibility of the Merchant to take delivery of the goods immediately on arrival from the POD without any delay (within seven days) of the receipt of the goods. The shiply shall be free for the abandonment in that case Merchant shall be responsible for all the applicable charges at POD like Warehouse charges, Destination Arrival Charges, detention, Customs Duty, Penalty or any Fee applicable to the shipment and Merchant shall be liable to be paid the same to the MTO. Para 17(5) be read with this para as well.

16. **NOTICE OF LOSS, DAMAGE OR DELAY:**
- (1) Notice of loss or damage, specifying the general nature of such loss or damage is given in writing by the consignee to the MTD at the time of taking over the goods such handling over is prima-facie evidence of the delivery by MTD of the goods in good condition as described in the (1) referred to above may apply correspondingly if notice in writing is not given within three consecutive days after the day when the goods were handed over to the consignee, his servant or agents or any person nominated by the Consignee etc.

- (2) If the goods are apparently in damaged condition at the time they were handed over to the consignee, his servant or agents, a notice in writing need to be given of loss or damage by the consignee to the MTD for recording the same and for the purpose of the claim. The representative of the party of the consignee shall ascertain the extent of loss or damage. The Delivery of goods to be taken only after the joint survey in case of Damaged Goods

- (3) In the case of any actual or apprehended loss or damage the MTD and the consignee shall give all reasonable facilities to each other for inspecting and tallying the goods.
- (4) If any of the notice periods referred to above terminates on a public holiday at the place of delivery, such notice shall be extended upon the next working day.

- (5) Notice given to a person acting on behalf of the MTD including any person of whose services he makes use at the place of delivery, provided his name is mentioned on the face of MTD as delivery agent of the MTD, shall be deemed to have given to the MTO.

17. **FREIGHT AND CHARGES:**
- (1) Freight shall be deemed earned on receipt of goods by MTO and shall be paid for, in any event whether on pre-paid or freight collect shipment or otherwise.

- (2) For the purpose of ascertaining the freight basis, the MTO reserves the right to have the contents of the containers' trailers or similar articles of transport inspected in order to ascertain the weight, measurement, value or nature of the goods.
- (3) All dues, taxes and the charges levied on the goods and other expenses in connection therewith, shall be paid by the Merchant or the holder of MTD or the owner of the goods.

- (4) Freight is deemed freight pre-paid only after the cashment of the non-negotiable instrument. Freight payable at origin MTD are issued subject to realization of payment. The MTO may exercise lien, as detailed in Para 22, on the cargo for the unrealized payment prior effecting delivery to the consignee. No Liability for any Delay caused to this shall be accepted by the MTO.

- (5) For the purpose of verifying the MTD, guaranteeing and accepting its responsibility towards the MTO for the performance of the contract evidenced by this MTD, the Merchant shall be responsible for the payment of freight in all cases where Freight Payable at origin or Freight Collect at destination. In case the shipment is lying underdelivered at destination within duration of 7 (seven) days from the date of arrival or as per the port or government regulations prevailing at the destination, it shall be the responsibility of the Merchant to pay the MTO for all dues such as MTD freight charges, demurrages, other costs or fines, etc. warehousing costs, return freight or any other liabilities or fines imposed by the authorities till return back the goods or dispose of the goods or the case may be. The MTO may exercise lien, as detailed in Para 20, on the cargo on the part of failure of the Merchant to take delivery of the goods. Para 15(1) be read as a part of this para as well.

- (6) Abandon of the Goods of the Merchant at any place or port, which the MTO may deem safe and convenient, whereupon the responsibility of the MTO in respect of such Goods shall cease. The MTD shall nevertheless be entitled to full Freight on the Goods received for the Carriage, and the Merchant shall pay any additional costs incurred by any reason of the abandonment of the Goods.

18. **CONTAINERS ETC:**
- (1) Goods may be stowed by the MTO by means of containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to consolidate goods and these articles of transport may be stowed under or on deck.

- (2) If a container has not been filled, packed or stowed by the MTO, the MTD shall not be liable for any loss of or damage to, its contents and the Merchant shall cover any loss or expense incurred by the MTO, if such loss, damage or expense has been caused by;
- (a) Negligent filling, packing or stowing of the containers;
- (b) The containers being unsuitable for carriage in container; or

- (c) The unsuitability or defective condition of the container, unless the container has been supplied by the Merchant and the unsuitable or defective condition would not have been apparent upon reasonable inspection at, or prior to, the time when the container was filled, packed and stowed.
- The provisions of this condition also apply with respect to trailers, transportable tanks, flats and pallets, which have not been filled, packed or stowed by the MTO.

- (3) The MTD does not accept liability for the Mal-functioning of reeler equipment or trailers supplied to the Merchant.
- (4) If, by order of the authorities of any place, the goods have to be unpacked from their containers to be inspected, the MTD shall not be liable for the loss or damage incurred during the unpacking, inspection or re-packing. The MTD shall be entitled to recover the cost of unpacking, inspection and repacking from the Merchant.

- (5) The Merchant by accepting the MTD know that the Container has been booked from the Container Line at the request of the Merchant, whose services are used by the MTO for the Purposes of the carrying of the goods. Hence, in case of FCL container remain undelivered in arrival for 15(fifteen) days, in that case Merchant shall be responsible for the Container Line may be detained and abandon / dispose of the cargo and debit back all the applicable charges on which MTD has no control. Therefore, Merchant is strongly advised to take the preventive steps and in case of delay in Delivery the Merchant must issue the special instruction and deposit the Port Demurrages and Detention Charges on day to day basis. MTO is responsible for the Container Line and the Merchant is responsible for the Container Line.

19. **HINDRANCES ETC AFFECTING PERFORMANCE:**
- The MTD shall apply reasonable endeavors to complete the transport and to deliver the goods at the place designated for delivery. The MTO may at any time and without notice to the Merchant:

- (a) use any means of transport or storage whatsoever. Change the routing of the cargo, move the cargo received or delivered to any place or party or any person or any persons, at the sole discretion of the MTO only. Merchant has no right to question or challenge such discretion of the carrier.
- (b) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport available and without transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport contemplated or provided for herein; unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (c) comply with any orders or recommendations given by any government or authority or any Person or anybody acting purporting to act as or on behalf of such government or authority
- (d) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to the Merchant, unpack and remove the Goods from the Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (e) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to the Merchant, unpack and remove the Goods from the Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (f) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to the Merchant, unpack and remove the Goods from the Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (g) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to the Merchant, unpack and remove the Goods from the Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (h) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to the Merchant, unpack and remove the Goods from the Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (i) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to the Merchant, unpack and remove the Goods from the Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (j) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to the Merchant, unpack and remove the Goods from the Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (k) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to the Merchant, unpack and remove the Goods from the Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (l) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to the Merchant, unpack and remove the Goods from the Container and forward them via Container or otherwise, load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge in the Multimodal Transport Document/Bill of lading) and store the Goods at any such port or place;

- (m) if at any time during Carriage of the goods, carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided and which is not the result of reasonable steps (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the MTO may at his sole discretion and without notice to