# 外航利用運送約款

令和4年4月28日

愛知海運株式会社

Shipper

Member of Japan International Freight Forwarders Association Inc.

B/L No.

## MULTIMODAL TRANSPORT BILL OF LADING

Consignee

Notify Party

Received by the Carrier from the Shipper in apparent good order and condition unless otherwise indicated herein the Goods, or the Container(s) or package(s) said to contain the Goods mentioned, to be carried subject to all the terms and conditions appearing on the face and back of this Bill of Lading by the vessel named herein or any substitute at the Carrier's option and by other means of carriage from the place of receipt or the port of loading to the port of discharge or the place of delivery shown herein and there to be delivered unto the consignee named herein, or his order, upon payment of the applicable freight and other charges and upon the other terms hereof.
In accepting this Bill of Lading, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof and the Carrier's applicable tariff, whether written, typed, stamped or printed, as fully as if signed by the Merchant, and agrees that all agreements or freight engagements in connection with the carriage of the Goods are superseded by this Bill of Lading. Moreover, the Merchant warrants he has authority to bind the Goods, their owner and the carrier of any other means of transport on behalf of the Consignee and the Owner of the Goods and the Shipper warrants that he has the authority to do so.

Party to contact for cargo release

Pre-carriage by | Place of Receipt

Vessel | Voy. No. | Port of Loading

Port of Discharge | Place of Delivery | Final Destination (Merchant's Reference only)

| Container No. Seal No. Marks and Numbers | No. of Containers or Pkgs. | Kind of Packages; Description of Goods | Gross Weight | Measurement |
|---|---|---|---|---|

SPECIMEN

Total number of Containers or other Packages or Units (in words)

Merchant's Declared Value (see Clauses 18 & 23):

Note:
The Merchant's attention is called to the fact that according to Clauses 18 & 23 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the Goods.

Freight and Charges | Revenue Tons | Rate | Per | Prepaid | Collect

Exchange Rate | Prepaid at | Payable at | Place and Date of Issue

Total Prepaid in Local Currency | No. of Original B(s)/L | In witness whereof, the undersigned has signed the number of Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished, the others to stand void.

Laden on Board the Vessel
Date
By

Place of Loading

An enlarged copy of back clauses is available from the Carrier upon request.
Forged preventive measures are given to this form.

(TERMS CONTINUED ON BACK HEREEOF)
©JIFFA MODEL FORM (13-10)

### JAPAN INTERNATIONAL FREIGHT FORWARDERS ASSOCIATION INC. (JIFFA)
### TERMS AND CONDITIONS OF MULTIMODAL TRASNPORT BILL OF LADING (2013)

1. DEFINITIONS
(1) "Carrier" means the company mentioned on the face hereof by whom or in whose name the contract of carriage is concluded with a Merchant and who issues a Bill of Lading, whether the carriage is performed by him or not.
(2) "Subcontractor" includes owners, charterers and operators of vessels, stevedores, warehousemen, terminal operators, road, rail, sea, air and all other transport operators and independent contractors and parts
(3) "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.
(4) "Container" includes any container (including any open top, flat rack or platform or any other similar equipment) used to contain goods or packages for carriage.
(5) "Goods" means the cargo described on the face hereof and, if the Goods are packed in a Container supplied or furnished by or on behalf of the Merchant, includes the Container not owned by the Carrier.
(6) "Merchant" includes the Shipper, Consignee, Consignee, owner and receiver of the Goods and the holder of the Bill of Lading and means acting on behalf of and for such persons.
2. CLAUSE PARAMOUNT
(1) As far as this Bill of Lading covers the Carriage of the Goods by sea or inland waterway, the Bill of Lading shall have effect subject to the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, dated Brussels 25 August 1924 (hereinafter called "the Hague Rules") as amended by the Protocol signed at Brussels 23 February 1968, as amended by the Protocol signed at Brussels 21 December 1979 (hereinafter called "the Hague-Visby Rules") as the Hague-Visby Rules mandatorily applies to the Bill of Lading, in which case it shall have effect subject to the Hague-Visby Rules as if the Hague-Visby Rules were incorporated into this Bill of Lading and the Act or the Hague-Visby Legislation shall be deemed to be incorporated herein.
(2) The Act or the Hague-Visby Legislation shall apply and govern before the Goods are loaded on or after the Goods are discharged from the ship and during the time the Goods are in the custody of the Carrier and/or Subcontractor or agent or servant of the Carrier.
(3) If any provision herein is held to be inconsistent with or repugnant to any rules of law or any provisions of any statutes or conventions which are compulsorily applicable to the Carriage of the Goods and/or the Bill of Lading, such provision shall be null and void to the extent of such inconsistency or repugnancy but no further.
(4) Nothing in the Bill of Lading shall be deemed to be a waiver of any of the benefits of the Act or the Hague-Visby Legislation or any other law or statute or regulation or conversion of the contents and description of the Goods at the time they were taken in charge by the Carrier, or any other time, which would, but for this provision, be imposed upon the Carrier or Subcontractor or agents or servants of the Carrier to such extent or such effect that it would be void or inoperative and the benefit of such law or statute or regulation shall be deemed to be incorporated herein and shall be deemed to be in force during the time the Goods are in the custody of the Carrier and his servants or agents in the Subcontractor or agents or servants of the Carrier is prepared to accept liability.
(5) Carrier may at his option, at any time before the Goods are loaded on a vessel or after the Goods are discharged from a vessel, or at any other time, consent to or accept the application of any law or regulation of any country, state or region which would, but for such consent or acceptance, be applicable to the Carriage of the Goods or to the Carrier in respect thereof, such consent or acceptance to be evidenced by a notice given to the Merchant or by the insertion in this Bill of Lading of any such law or regulation.
3. DEPOT OR CFS (CONTAINER FREIGHT STATION)
(1) The Merchant undertakes that no Goods which are of a dangerous or hazardous nature or which are liable to cause damage to persons or property shall be delivered to the Carrier or any Subcontractor or agent or servant of the Carrier for the Carriage of the Goods as described on the face hereof, and if any such Goods are so delivered, the Merchant shall indemnify the Carrier against any loss, damage and expense arising out of or resulting from such Goods. Further, the Carrier shall be under no liability for any loss of or damage to the Goods or other property or injury to persons arising out of or resulting from such Goods. Further, the Carrier shall be under no liability for any loss of or damage to the Goods or other property or injury to persons if the Goods are not properly packed or marked.
(2) If the Goods of dangerous, inflammable, explosive, or damaging nature, which are rendered innocuous in compliance with Paragraph (1) above, shall become a danger to the Carrier or any other property or persons, they may at any time be destroyed or rendered innocuous without compensation to the Merchant.
(3) The Merchant undertakes that no Container supplied by the Carrier or its agents shall be used by the Carrier against all claims, losses, damages, or expenses, or personal injuries or death resulting in consequence of the Carriage of such Goods.
4. HEAVY LIFT
(1) The weight of a single piece or package exceeding one metric ton gross must be marked on the outside of the package in letters and figures of sufficient size to be clearly and easily seen by the owners of the goods or package or items and markers on their behalf.
(2) In case of the Merchant's failure to his obligation under the preceding paragraph, the Carrier may at the Merchant's expense and risk, place such goods as he thinks fit. The Merchant shall be responsible for loss of or damage to any property or for personal injury or death arising as a result of the Merchant's last failure and shall indemnify the Carrier against all claims, losses, damages, or expenses, or personal injuries or death.
5. CONTAINERS AND OTHER DAMAGED GOODS
The owm apparent good order and condition with reference to any automobile, rolling stock, Container, trailer, pallet, or other equipment, shall be deemed to be in good order of the Goods when received, or, if not apparent, shall be deemed to have been in good order and condition, unless notice of any defect or bad condition is given to the Carrier prior to entry for such conveyance.
(1) The Carrier shall not be responsible for any loss of or damage to the Goods or other property or injury to persons arising out of the condition of any truck, shed or metal enclosure is not a condition of damage but is inherent in the nature of the Goods and shall be deemed to be in good order and condition, unless notice of any defect or bad condition is given to the Carrier prior to entry for such conveyance.
(2) Carrier shall not be responsible for any loss of or damage to the Goods or other property or injury to persons arising out of the condition of any truck, shed or metal enclosure is not a condition of damage but is inherent in the nature of the Goods and shall be deemed to be in good order and condition, unless notice of any defect or bad condition is given to the Carrier prior to entry for such conveyance.
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6. TEMPERATURE CONTROLLED GOODS
(1) The Carrier undertakes to carry any goods for Carriage which require temperature control, provided the Carrier has been given sufficient notice of the particular temperature range to be maintained and, in case of a temperature-controlled Container, provided the Carrier has been given sufficient notice that such Goods have been properly packed in the Container and that in the opinion of the Carrier the Container and its equipment are suitable for the Carriage of such Goods and such requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods arising therefrom.
(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, breakdown, breakdown, stoppage or malfunction of the temperature control equipment, provided the Carrier has exercised reasonable care to ensure that the Goods shall reach the destination in good order and condition.
7. VALUABLE GOODS
The Carrier shall not be responsible to any extent for any loss of or damage to platinum, gold, silver, jewelry, jewelry, precious stones, bullion, specie, bonds, stamps, gold, silver, currencies, negotiable instruments, securities, writing, documents, pictures, paintings, works of art, or other articles of extraordinary value, unless the nature and value of such goods have been declared by the Merchant in writing before the Goods are received for Carriage and the Carrier has agreed to accept the Goods for Carriage and the nature and value have been declared before receipt of the Goods and the same are inserted on the face hereof.
8. DELAY OF GOODS
(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for the information of the Carrier and failure to give such notification shall not relieve the Merchant of any liability hereunder nor shall it impose any liability on the Carrier.
(2) If the Goods are not delivered within ninety days after the date of arrival at the destination and place where and where the Carrier is entitled to call upon the Merchant or his agent to take delivery of the Goods, the Carrier may, at the Merchant's risk and expense, place the Goods, or any part thereof, in a warehouse or other place of storage and they may be treated as delivered to the Merchant and the Carrier's responsibility fully terminated, and thereupon, the liability of the Carrier in respect of the Goods or that part thereof so stored shall be that of a warehouseman only and the Carrier may charge the Merchant for such storage and all other expenses.
9. DELIVERY BY MAKER
(1) The Carrier shall be under no liability for failure or delay in delivery in accordance with such contract if the Goods have already duly been delivered to the Merchant or other person who may be responsible for the delivery of the Goods, or if the Goods have been lost or destroyed before the time when the Carrier was prevented by the Merchant, the Carrier shall not be responsible for delivery of the Goods or any part thereof, or for any loss or damage to the Goods or any part thereof, or any other loss or damage or discrepancies of the Goods which are found upon inspecting the Containers, packages or containers by the Merchant before the Goods are received by the Carrier, the Merchant shall be responsible for any loss or damage to the Goods and the Carrier shall be not responsible for any loss or damage to the Goods.
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