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Standard Conditions (1997) governing KIFFA Multimodal Transport

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Received by the Carrier, the Goods specified herein in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading or Multimodal Transport Document(hereinafter called the 'B/L') to which the Merchant agrees by accepting this B/L, notwithstanding any local privileges, customs or any other agreements between the parties.

The particulars of the Goods provided herein were stated by the shipper and the weight, measurements, quantity, condition, contents and value of the Goods are unknown to the Carrier.

In witness whereof three(3) original B/L(s) have been signed unless otherwise stated herein. If two(2) or more original B/L(s) have been issued and either one(1) has been surrendered, all the other(s) shall be null and void. If required by the Carrier one(1) duly endorsed original B/L must be surrendered in exchange for the Goods or delivery order.

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Ⅰ. General Clauses

Ⅰ-1. Definitions

1) “Carrier" means the person who is named on the front of this Bill of Lading or Multimodal Transport Document(hereinafter called 'B/L') as a carrier, concludes a multimodal transport contract with the Merchant and assumes responsibility for the performance thereunder.

2) “Actual Carrier" means the person to whom the performance of the carriage of the Goods, or of part of the carriage, has been entrusted by the Carrier, or any other person to whom such performance has been entrusted by the Actual Carrier.

3) “Merchant" means the actual or pervious holder of this B/L, and shall include consignor(shipper), consignee, owner and receiver of the Goods, and their agents.

4) “Multimodal Transport Contract" means a single contract for the carriage of Goods by at least two different modes of transport.

5) “Goods" means the property, including live animals as well as containers, pallets or similar articles of transport or packaging, not supplied by the Carrier, irrespective of whether such property is to be or is carried on or under deck.

6) “Received" and "Taken in Charge" means that the Goods have been handed over to and accepted for carriage by the Carrier at the place of receipt evidenced in this B/L.

7) “SDR" means the unit of calculation as defined by International Monetary Fund(IMF).

8) “Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

9) “Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

10) “COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.1968.

Ⅰ-2. Applicability and Issuance of this B/L

1) Notwithstanding the heading "Bill of Lading or Multimodal Transport Document“ the provisions set out and referred to herein shall also apply when the carriage is performed by one mode of transport only.
2) The Carrier, by the issuance of this B/L, undertakes to perform and/or, in his own name, to procure the performance of the carriage from the place at which the Goods are taken in charge to the place designated for delivery on the face hereof.
3) This B/L is only able to be issued by members of **Korea International Freight Forwarders Association(KIFFA).**

Ⅰ-3. Negotiability and Title to the Goods

1) By accepting this B/L, the Merchant and his transferee agree with the Carrier that, unless it is marked "non-negotiable" on the face of this B/L, it shall be deemed to constitute the title to the Goods and the holder, by endorsement of this B/L, shall be entitled to receive or to transfer the Goods mentioned on the face hereof.
2) This B/L shall be negotiable, unless marked "non-negotiable" on the face thereof. This B/L, when negotiable, shall be transferable by endorsement when issued "to order", and without endorsement when issued “to bearer”.
3) This B/L shall be prima facie evidence of the taking in charge by the Carrier of the Goods as described on the face hereof. However, proof to the contrary shall not be admissible when this B/L has been negotiated or transferred for valuable consideration to a third party acting in good faith.

Ⅰ-4. Methods and Routes of Carriage

1) The Carrier may at any time and without notice to the Merchant :
ⓐ use any means of transport or storage whatsoever :

ⓑ transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the face hereof :

ⓒ unpack and remove the Goods which have been packed into a container and forward them in a container or otherwise :

ⓓ load and unload the Goods at any place or port(whether or not being the port named as the port of loading or port of discharge on the face hereof) and store the Goods at any such place or port : or

ⓔ comply with any orders, direction or recommendations given by any government or authority, or any person or body acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions.

2) The liberties set out in the preceding paragraph may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of the Goods.

3) Anything done in accordance with the § Ⅰ-4. 1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation of whatsoever nature or degree.

Ⅱ. Carrier

Ⅱ-1. Role of the Carrier

The Carrier shall provide multimodal transport service diligently under the contract.

Ⅱ-2. Optional Stowage and Deck Cargo

1) The Goods may be stuffed by the Carrier in any container and consolidated with Goods of other Merchants for carriage.

2) The Carrier has the right to carry the Goods, whether packed in container or not, under deck or on deck.

3) When the Goods are carried on deck, the Carrier shall not be required to specially note, mark or stamp any statement of "on deck stowage" on the face hereof.

Ⅱ-3. Liability of the Carrier

1) The responsibility of the Carrier for the Goods under these conditions covers the period from the time he takes the Goods in his charge to the time of their delivery.
2) Subject to the terms and conditions of this B/L, the Carrier shall be responsible for the acts and omissions of his servants or agents, when any such servant or agent is acting within the scope of his employment, or of any other person of whose services he makes use for the performance of the contract, as if such acts and omissions were his own.
3) The Carrier shall be liable for loss of or damage to the Goods, as well as for delay in delivery, unless it is proved that fault or neglect of the carrier himself, his servants or agents or any other person referred to in § Ⅱ-3.2) has caused or contributed to such loss, damage or delay in delivery.
However, the Carrier shall not be liable for any loss following from a delay in delivery unless the consignor has made a declaration of interest in timely delivery which has been accepted by the Carrier and stated on this B/L.
4) 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 Carrier, having regard to the circumstances of the case.
5) If the Goods have not been delivered within ninety(90) consecutive days following the date of delivery determined according to above §2-3. 4, the person entitled to make a claim for the loss of Goods may, in the absence of evidence to the contrary, treat the Goods as lost.
6) The Carrier shall be relieved of liability for any loss or damage, if such loss, damage or delay in delivery was caused by ;

ⓐ the wrongful act or neglect or omission of the Merchant,

ⓑ compliance with the instructions of the person entitled to give them,

ⓒ inherent vice or nature of the Goods,

ⓓ insufficiency of packing or inadequacy of marks and/or numbers,

ⓔ handling, loading, stowage into or discharge from container by the Merchant,

ⓕ war, warlike operations, riots, civil commotions and strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general, or

ⓖ any cause or event which the Carrier himself could not avoid and the consequence whereof the Carrier could not prevent by the exercise of due diligence

7) Notwithstanding §Ⅱ-3. 3), the Carrier 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 :

ⓐ act, neglect or default of the master, mariner, pilot or the servants of the Actual Carrier in the navigation or in the management of the ship.

ⓑ fire, unless caused by the actual fault or privity of the Actual Carrier.

ⓒ unseaworthiness of the ship, unless it is proved that due diligence has not been exercised to make the ship seaworthy at the commencement of the voyage.

8) Notwithstanding any other conditions to the contrary under this B/L, if the shipment is on the basis of "Shipper's Weight, Load and Count" or “Shipper Packed Container" or a similar expression has been made on the face hereof, then the Carrier should have no liability whatsoever as to any loss or damage of the Goods inside the container unless such is caused by the fault, mistake or negligence of the Carrier or of any person of whose services the Carrier makes use for the performance of the contract.

Ⅱ-4. Limitation of Liability of the Carrier

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 the multimodal transport contract, they should have been so delivered.

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 is no commodity exchange price or current market price, by reference to the normal value of Goods of the same kind and quality.

3) The Carrier shall in no event be or become liable for any loss, misdirection, mis-delivery of or damage to the Goods or otherwise liable in respect of the Goods howso-ever caused in an amount exceeding the equivalent of 666.67 SDR per package or 2 SDR per kilogramme of gross weight of such Goods, whichever is the higher, if the nature and value of the Goods shall have been declared by the consignor and accepted by the Carrier before the Goods have been taken in his charge, and the ad valorm freight rate paid, and such value is stated in this B/L by him, then such declared value shall be deemed as the limitation amount.

4) 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, an amount not exceeding 8.33SDR per kilogramme of gross weight of the Goods shall be deemed as the limitation amount for the purpose of this Article.

5) When the loss, misdirection, misdelivery of or damage to the Goods occurred during one particular stage of the multimodal transport, in respect of which any mandatory applicable international convention or national law would have provided for another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Carrier's liability

therefor shall be determined by reference to the provisions of such convention or national law.

6) Unless the nature and value of the Goods shall have been declared by the Merchant before the Carrier receives the Goods and is inserted in this B/L, and the ad valorem freight rate paid, the liability of the Carrier 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.

7) If the Carrier is held liable for delay in delivery, or consequential loss or damage other than loss of or damage to the Goods, the liability of the Carrier shall be limited to an amount not exceeding the equivalent of the freight under the multimodal contract for the multimodal transport under this B/L.

8) The aggregate liability of the Carrier shall not exceed the limits of liability for total loss of the Goods.

9) The Merchant and the Carrier specifically agree that the exemption, exclusion and limitation of the Carrier liability in this B/L are additional to those provided for under the applicable international convention or legislation to this B/L and that no terms and conditions in this B/L shall be interpreted or construed to deprive the Carrier of such exemption, exclusion or limitation.

The Carrier may be exempted from his liability or may exclude or limit his liability under the terms and conditions in this B/L or under the international convention or applicable law, whichever is the more favorable to him, regardless of whether the cause of such liability is based upon the breach of the terms and conditions of this B/L or tort, or upon any other cause of whatsoever kind.

Ⅱ-5. Liability of Servants and Other Persons of Carrier

1) The terms and conditions of this B/L apply whenever claims in relation to the performance of the contract evidenced by this B/L 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 carrier and of such servants, agents or other persons shall not exceed the limits set forth in §Ⅱ-4.
2) In entering into this contract as evidenced by this B/L, the Carrier, to the extent of this Article shall apply does not only act on his own behalf, but also as the agent or trustee for such persons, and such persons shall, to such extent, be or be deemed to be parties to this contract.
3) The aggregate of the amounts recoverable from the Carrier, servants, agents and other persons shall not exceed the limits provided for herein.

Ⅱ-6. Applicability of the Conditions to Actions in Tort

The terms and conditions of this B/L apply to all claims against the Carrier relating to the performance of the multimodal transport contract, whether the claim be founded in contract or in tort.

Ⅱ-7. Delivery 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 involve the Carrier in any liability and shall not relieve the Merchant of any obligation hereunder.
2) The Carrier shall have the right to deliver the Goods at any time at any place designated by the Carrier within the geographic limits of the place of delivery.

3) In any case, the Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, its agent or subcontractors or otherwise according to the law at the place designated by the Carrier. Delivery of the Goods to the custody of Customs or any other authorities shall always constitute final discharge of the Carrier's responsibility hereunder.

4) For Goods received by the Carrier in containers, the Carrier shall only be responsible for delivery of the total number of containers shown on the face of the B/L, and shall not be required to unpack the containers.

5) Where the Goods have been packed into containers by the Carrier, the Carrier shall unpack the containers and deliver the contents thereof and shall not be required to deliver the Goods in containers.

6) The Carrier shall not be liable for failure to deliver in accordance with marks unless the Goods or Packages shall have been clearly, legibly and permanently marked.

7) whether at the destination or elsewhere, the Carrier may refuse to deliver the Goods unless this B/L or one original thereof, when two(2) or more originals have been issued, has been surrendered. When the Carrier delivers the Goods to the holder of this B/L or to a holder of one original thereof when two(2) or more original B/L(s) have been issued, the Carrier shall be relieved from any responsibility for delivery to any other who may hold other original B/L(s) or otherwise have any title to the Goods.

8) Notwithstanding §Ⅱ-7. 7) above, when this B/L is marked “non-negotiable" on its face, the Carrier shall be discharged from his obligation to deliver the Goods if he delivers the Goods to the consignee named in this B/L even if he dose not surrender this B/L.

Ⅱ-8. Lien

1) The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and/or any other contract and for general average contributions to whomsoever due and for the cost of recovering the same. The Carrier shall also have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant, at the Merchant's expense, and without any liability towards the Merchant.
2) If the Goods are unclaimed within a reasonable time, or whenever, in the Carrier's opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.
3) If the proceeds from the auction, private treaty or sale of the Goods fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit sum from the Merchant.

Ⅲ. Merchant

Ⅲ-1. Dangerous Goods and Indemnity

1) The Merchant must mark or label dangerous Goods as dangerous in accordance with all applicable laws, regulations and requirements.
2) Where the Merchant hands over dangerous Goods to the Carrier, as the case may be, the Merchant must inform the Carrier in writing of the dangerous nature and character of the Goods and, if necessary, of the precautions to be taken.

If the Merchant fails to do so and such Carrier does not otherwise have knowledge of their dangerous nature and character:

ⓐ the Merchant is liable to the Carrier for all loss, damage, delay, or expenses, or personal injury or death resulting from the shipment of such Goods : and

ⓑ the Goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without compensation to the Merchant.

3) If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the vehicle or other cargo, they may in like manner be unloaded or loaded at any place or destroyed or rendered innocuous by the Carrier, without liability on the part of the Carrier, except General Average, if any.

Ⅲ-2. Liability of the Merchant

1) At the time the Goods were taken in charge by the Carrier, the Merchant shall be deemed to have guaranteed to the Carrier the accuracy, of all particulars relating to the general nature of the Goods, their marks, number, weight, volume and quantity and, if applicable, the dangerous character of the Goods, as furnished by him or on his behalf for insertion in this B/L.
2) The Merchant shall indemnify the Carrier against any loss resulting from inaccuracies in or inadequacies of the particulars referred to above.
3) The Merchant shall remain liable even if the this B/L has been transferred by him.
4) The right of the Carrier to such indemnity shall in no way limit his liability under the multimodal transport contract to any person other than the consignor.

Ⅲ-3. Freight and Charge

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 Carrier at the moment when the Goods have been taken in his charge, and not to be returned in any event.
2) Even if, for any reason, the freight, demurrage, disbursement, general payable to the Carrier under this B/L or the applicable law should become

payable at the destination or elsewhere or collectable from the consignee, the shipper shall not be released from the obligation for payment thereof.

3) Freight and other amounts payable as mentioned in this B/L are to be paid in the currency named in this B/L or, at the Carrier's option, in the currency of the country of dispatch or destination at the highest current rate of exchange for banker's sight bills on the date of dispatch for the freight be payable or on the date when the Merchant is notified of 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 Carrier, on the date of this B/L for the freight payable at destination.

4) 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 Carrier, the Merchant shall pay all demurrage and charges in connection with the equipment which are not attributable to a fault or neglect of the Carrier.

5) The Merchant shall reimburse the Carrier 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.

6) The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the Goods but the Carrier 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 freight and the freight actually charged, or double the correct freight less the freight actually charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier for his inspection costs and losses of freight on other Goods notwithstanding any other sum having been stated on this B/L as freight payable.

7) Despite the acceptance by the Carrier of instructions to collect freight, charges or other expenses from any other person in respect of the transport

under this B/L, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

Ⅲ-4. General Average

1) General Average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules 1974, as amended 1990.
2) Notwithstanding §Ⅲ-4. 1) the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim(and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

Ⅲ-5. Notice of loss of or damage to the Goods

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 Carrier when the Goods are handed over to the consignee, such handing over is prima facie evidence of the delivery by the Carrier of the Goods as described in this B/L.
2) Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within three(3) consecutive days after the day when the Goods were handed over to the consignee.

Ⅳ. Supplementary Provisions

Ⅳ-1. Paramount Clauses

1) The terms and 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 B/L.
2) As far as this B/L covers the carriage of the Goods by sea or inland waterways from the time when the Goods are loaded onto the vessel to the time they are discharged therefrom, this B/L shall be subject to the Hague Rules or the Hague-Visby Rules but only to the extent that those Rules are compulsorily applicable any legislation and the provisions of those Rules shall apply to all Goods whether carried on or under deck.
3) The COGSA shall apply to the carriage of Goods by sea, whether on or under deck, but only to such extent it is compulsorily applicable to this B/L.

Ⅳ-2. Time-bar

The Carrier shall be discharged of all liability whatsoever in respect of all claims howsoever caused unless suit is brought within nine months after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when in accordance with the §Ⅱ-3. 5) failure to deliver the Goods would give the consignee the right to treat the Goods as lost or the date of the event giving rise to the claim, whichever is occurs first.

Ⅳ-3. Partial Invalidity

1) The terms and conditions of this B/L are severable, and if a part or a term is declared invalid or unenforceable, the validity or enforceability of any other part or term shall not be affected thereof.
2) In particular, if any term of this B/L is held to be repugnant to the applicable international conventions or national law or to any tariff to any extent, such term shall be void to that extent but no further.

Ⅳ-4. Jurisdiction and Applicable Law

Actions against the Carrier must be instituted only in the courts in the Republic of Korea and shall be decided according to the law of the Republic of Korea.