

# FIATA Standards

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## FIATA Standards

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(CFCFA )**

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# **1. FIATA Standards — FIATA Documents & Applications**

# FIATA Standards — FIATA Documents & Forms

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1. Negotiable FIATA Multimodal Transport Bill of Lading (FIATA FBL)
2. Non-negotiable FIATA Multimodal Transport Waybill (FIATA FWB)
3. Forwarders Certificate of Receipt (FIATA FCR)
4. Forwarders Certificate of Transport (FIATA FCT)
5. FIATA Warehouse Receipt (FIATA FWR)
6. Shippers Declaration for the Transport of Dangerous Goods (FIATA SDT)
7. Forwarding Instructions (FIATA FFI) ;
8. Shippers Intermodal Weight Certificate (FIATA SIC)。

# 1. FIATA Standards — FIATA Documents & Forms

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## I. Advantages of FIATA Docs & Forms

### A. Highly standardized & harmonized

FBL provides standardized transportation terms and conditions to limit the liability of freight forwarders to an appropriate level, regardless the various situations of sales, characteristics, shipping origins, freight forwarders or carriers.

### B. Meet UCP requirements and approved by ICC

Article 2 of FBL – Freight forwarder is liable for the whole process of transportation, and for the conduct and negligence of its employees.

### C. Well received by Shippers

Shippers needs negotiable and transferrable documents that can be attached to L/C.

### D. Highly digitalized

# 1. FIATA Standards — FIATA Documents & Forms

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## II. FIATA's restrictions on issuing FIATA documents

- ① Only national freight forwarders associations (general members of FIATA) can issue FIATA documents.
- ② The documents should have continuous serial numbers.
- ③ The national freight forwarders shall stamp its seal on FBL before it dispatches the documents to freight forwarders.
- ④ FIATA requires the issuer of its document to acquire direct

# 1. FIATA Standards — FIATA Terminologies & Definitions

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Contracting carrier – takes the responsibility for the transportation, either expressed or implied.

Performing carrier/ Actual carrier – persons who use their own transportation vehicles to transport.

Non Vessel Operating Common Carrier (NVOCC) – A shipment consolidator or freight forwarder who does not own any vessel, but functions as a carrier by issuing its own bills of lading or air waybills, charging freight fee to the shipper, accomplishing international maritime shipping through international shipping operators, and assuming responsibility for the shipments.

Merchant is a word often used in FBL, meaning anyone who owns right to the goods or FBL, including the Shipper, the Consignor, the Consignee, the Holder of this FBL.

Consignor is the party who signs the multi-modal transportation contract with the freight forwarder. )

Consignee is the party who has the right to receive the goods at destination.

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# 1. FIATA Standards —— FBL

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1.可转让多式联运提单(negotiable FIATA Multimodal Transport Bill of Lading , FIATA FBL) ;



Consignor  
托运人



FBL

No. \_\_\_\_\_

CN

NEGOTIABLE FIATA  
MULTIMODAL TRANSPORT  
BILL OF LADING



Issued subject to UNCTAD / ICC Rules for  
Multimodal Transport Documents (ICC Publication 491).

Consigned to order of  
托运人名称

Notify address  
通知地址

Place of receipt  
收货地

Ocean vessel  
船舶

Port of loading  
装货港

Port of discharge  
卸货港

Place of delivery  
交付地

Marks and numbers  
唛头和号码

Number and kind of packages  
包数并说明种类

Description of goods  
货物描述

Gross weight  
毛重

Measurement  
尺码



according to the declaration of the consignee  
根据托运人的声明填写

Declaration of interest of the consignee  
in timely delivery (Clause 5.2)  
托运人要求按时交付的声明(第 5.2 条)

Declared value for ad valorem rate, according to  
the declaration of the consignee (Clause 7 and 8)  
托运人对货物价值的声明(第 7 和第 8 条)

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.  
根据本提单背面所载条款接受并处理货物。

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.  
照单收受货物, 在上列口岸的包装和货物状况, 货物可被记为表面状况良好。

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.  
本式联运提单中的一份或全部用于换取货物。本式联运提单按下列条款签发, 并此提单中的一份一旦用于提货, 其他各份均告无效。

Freight amount  
运费数额

Freight payable at  
运费支付

Place and date of issue  
签发时间和地点

Cargo insurance through the undersigned. 货物保险情况  
 not covered  Covered according to attached Policy  
未投保  已投保(附保单)

Number of Original FBL's  
正本提单数量

Stamp and signature  
盖章

For delivery of goods please apply to:  
交付货物时联系:



# 1. FIATA Standards — Rules on Using FBL

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## □ Background of FBL

Based on rules of multimodal documents developed by UNCTAD and ICC, referring to the existing international laws and national laws, and is more suitable to be used in international trade in goods.

## □ Suitable for single modal transportation

Although FBL is called “multimodal bill of lading”, it is suitable for single modal transportation too. FBL is accepted by banks as a kind of shipping bill of lading.

## □ FBL has replaced the previous multimodal bill of lading.

# 1. FIATA Standards — Rules on Using FBL

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## □ Printing of FBL

Before printing FBL, print samples should be provided to and approved by FIATA.

## □ Text of FBL

The text of FBL is in English.

FBL can be printed in text besides English. But the printing party will be responsible for the accuracy of the translation and the cost of translation. The English version is seen to hold the ultimate legal effect.

# 1. FIATA Standards — Rules on Using FBL

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## Who can sign and issue FBL?

Members of a FIATA member association that meet the following requirements can issue FIATA documents.

Has multiple years of freight forward experience/has paid the minimum required member fee/has experienced professionals (at least one senior manager with multiple years of freight forward experiences)

## Numbering of FBL

To identify the freight forward association

To identify the country in which the association's office is located

# 1. FIATA Standards — Rules on Using FBL

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- ❑ On the upper right corner of FBL, the titles/name of the member company and its detailed address should be printed, including telephone number, fax and telegraph(if available)
- ❑ Member company that signs and issues the FBL should have freight forwarder's liability insurance coverage.
- ❑ No member shall hand write, print or change any term that is in contradictory to the FBL terms, unless it is the actual owner of the goods or the actual carrier.
- ❑ Territory of use
- ❑ Validity of FBL is five years. Unless any party propose to terminate six months before the deadline, the validity will extend by another five years.

# 1. FIATA Standards — Rules on Using FBL




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## □ Countries that use FBL

Australia, Austria, Belgium, Canada, Colombia, Croatia, Cyprus, the Czech republic, Estonia, Finland, France, Germany, Hong Kong, Hungary, Indonesia, Iran, Ireland, Israel, South Korea, Italy, Japan, Kenya, Latvia, Lithuania, Malaysia, the Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russia, Singapore, Slovenia, south at first glance, Sweden, Switzerland, Spain, Sri Lanka, China, Chinese Taipei, Tunisia, Turkey, Ukraine, united Arab emirates, United Kingdom, the United States, Vietnam, Yugoslavia.



# 1. FIATA Standards — Terms on the front of FBL

|                       |                             |  |              |   |   |
|-----------------------|-----------------------------|--|--------------|---|---|
| Consignor             |                             |   | <b>FBL</b>   |  |  |
| Consigned to order of |                             |  |              |   |   |
| Notify address        |                             | <p>NEGOTIABLE FIATA<br/>MULTIMODAL TRANSPORT<br/>BILL OF LADING<br/>issued subject to UNCTAD/ICC Rules for<br/>Multimodal Transport Documents (ICC Publication 481).</p> |              |   |   |
| 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   |   |



# 1. FIATA Standards — Terms on the front of FBL

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<br><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:  |                          |                         |

# 1. FIATA Standards — Terms on the back of FBL

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## 1. Description of Goods

Article 5 of FBL deems the consignor be responsible for the accurate description of the goods

### 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.

# 1. FIATA Standards — Terms on the back of FBL

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## 2. Attestation clause

Having recorded all the loading details, the FF will write the date and sign under the attestation clause, “as carrier” or “as multimodal carrier”.

## 3. In apparent good order & condition

It should describe the apparent order & conditions of the packages or container

## 4. Non-apparent losses

Carriers normally refuse to indemnify non-apparent losses, on the ground that FBL has clauses on unknown contents under the package.

# 1. FIATA Standards — Terms on the back of FBL

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5. Containerized transportation and “un-locatable” losses  
FBL Article 8.3 covers losses and damage in shipping, including undeclared losses.

The indemnity liability in Article 8.5 is in consistence with CMR, which is 8.33 SDR per kilogram.

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.

# 1. FIATA Standards — Terms on the back of FBL

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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.

## 6. Issuance date

FF has to ensure that the FBL issuance date is the same date on which FF's agent or actual carrier takes over the goods. Ante-dated B/L can cause the FF to take potential responsibility beyond its insurance coverage.

# 1. FIATA Standards — Terms on the back of FBL

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## 7. Transportation terms and conditions

### A. Negotiability (Article 3)

FBL can be issued in either negotiable form or non-negotiable form.

#### 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 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.

# 1. FIATA Standards —— Terms on the back of FBL

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## 7. Transportation terms and conditions

### B. Right to the goods (for FWB only)

Titles of the consignor and the consignee shall be identified on FWB. If the consignor does not change the delivery notice, the consignee has the right to the goods even without the presence of FWB.

If FF has conducted due diligence, yet the goods were still mis-delivered, FF won't be hold responsible for such mis-delivery.

This delivery rule is also applicable to non-negotiable FBL.

# 1. FIATA Standards —— Terms on the back of FBL

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## 7. Transportation terms and conditions

### C. Dangerous Goods (Article 4)

This article is similar to terms on B/L issued by maritime carriers.

#### 4. Dangerous Good 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.



# 1. FIATA Standards — Terms on the back of FBL

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## 7. Transportation terms and conditions

### D. Description of Goods and Merchant's Packing (Article 5)

Despite the carrier's best effort to accurately describe the goods, goods on delivery still fail to match to description on FBL. The consignee can lodge the claim against FF. FF can also hold the consignor responsible for incurred indemnity.

### 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.

# 1. FIATA Standards —— Terms of FBL

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## 7. Transportation terms and conditions

### E. Disclaimer (Article 6)

If the FF proves that no fault or neglect of his own, his servants or agents has caused or contributed to such loss...

Consigner's fault or neglect, insufficient or detective packing or marking, losses caused by consigner's handling of the goods, and the inherent vice of the goods

#### 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.

# 1. FIATA Standards —— Terms of FBL

## 7. Transportation terms and conditions

### F. When the loss of or damage to the goods occurred (Article 8, 6)

The liability of a FF is determined by the mandatory rules or generally applied terms & rules at certain section of transport. Mandatory rules refer to international transportation conventions or transport laws of different jurisdictions.

FBL includes a specific term that allows the consignor to declare the nature and value of the cargo, and increase the liability of the carrier by pay additional charges. According to Hague Rules and the Hague-Visby Rules, shipping carriers' liability can be different from other transportation carriers, and shouldn't be liable for losses caused by fire, during shipping or due to neglect in ship management. FBL contains standard statements to these situations.

- 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.

# 1. FIATA Standards — Terms of FBL

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- 8. Assessment of Freight Forwarder's Liability (Article 8.1, 8.2)  
Rules to calculate the indemnity in case of loss or damage of goods during transportation.
  - 1. According to the value of the goods at the place of delivery
  - 2. Value of the goods shall be determined by the transaction price, or the market price if transaction price is not available, or the normal value of goods if there is no market price.
  
- 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 be 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.

# 1. FIATA Standards — Terms of FBL

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## 9. Declared value (Article 8.3)

If the value declared by the consignor is higher than the value recorded in FBL, the consignor is entitled to indemnity up to the limit of such declared value. The new FBL has a value declaration section at the front of the bill, which is a critical addition to FBL.

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.

# 1. FIATA Standards — Terms of FBL

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## 10. Delay in delivery (Article 8.7)

Freight forwarders do not promise the delivery time or are liable for the delivery time.

But in actual practice, FF might be held reliable for the delay. Article 8.7 limits the indemnity to that twice of the freight. If the goods are delayed for over 90 days after the agreed date, or delayed for a reasonable period of time if there was no agreed date, FBL allows the consignor to claim against the FF for the loss of the goods.

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.

# 1. FIATA Standards —— Terms of FBL

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## 11. Other Liabilities (Article 8.9, 9, 10)

According to Art. 8.9, if the FF carried out its obligation carelessly or knew clearly that his conduct could cause damages, the FF's liability is not limited. ◦

Art. 11 protects employees or other persons who provide necessary services in moving or handling 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



# 1. FIATA Standards —— Terms of FBL

## 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 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.

# 1. FIATA Standards — Terms of FBL

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## 12. Notice and Time Bar (Article 16 and 17)

Art. 16.1 requires that the consignee shall notify the FF upon delivery of any apparent losses. For hidden losses, consignee shall notify the FF within 6 days of delivery.

The statute of limitation is 9 months after the delivery date or the scheduled delivery date.

## 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.

# 1. FIATA Standards — Terms on the back of FBL

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## 13. Impact of United Nations Convention on the Carriage of Goods by Sea (the Hamburg Rules)

(1) Increased FF's liability limit to :

(i) loss of or damage to goods – 835 SDR per piece/unit, or 2.5 SRD per kg

(ii) mis-delivery or delayed delivery – up to 2.5 times of the freight

(2) once the goods are lost or damaged, the burden of proof will be reversed. The carrier will be liable unless he can prove that the loss or damage was not results of his fault.

(3) Changed carrier's liability to deck cargo

(4) Extended carrier's liability time bar – from the acceptance of goods at the loading dock to the delivery at the unloading dock

(5) Applicable to B/L and W/B

# 1. FIATA Standards — Terms on the back of FBL

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## □ Issuance of FBL

FBL should be signed according to UCP600 and ISBP rules. Carrier's name shall appear at the front of the FBL, with carrier's role identified.

If FBL is signed by an agent, the agent shall identify its role as agent when signing, and state the name of the party he represents, unless the carrier's name has been declared somewhere else on multi-modal bills.

If the multi-modal bill is signed by the ship captain, the captain's signature should identify "Captain". In such a case, specific name of the Captain wouldn't be needed.

If an agent signed on behalf of the captain, the agent should identify itself as an agent. In such a case, specific name of the Captain wouldn't be needed.

If the Letter of Credit states that "Freight Forwarder's Multi-modal Bill of Lading is acceptable" or "Freight Forwarder's Bill is acceptable" or languages of similar meaning, the multi-modal bill or FBL can be signed by the freight forwarder as an FF, without identifying himself as carrier or carrier's agent. No need for the names of carriers in such a case.

# 1. FIATA Standards — Use of FBL

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## Contents on FBL

The contents of the FBL should be carefully checked against cargo receipts (bulk cargo transportation) or container yard receipt (containerized transportation), including the names of all related parties, name, marks, volume and appearances of the goods, the transportation routes, handling requirements or any specific requirements. FBL should be clearly written, kept clean, completed in contents, without omissions or mistakes.

- Number of copies of FBL and issuance date
    - a) Number of original copies shall be recorded on all original copies.
    - b) The original copy shall be marked as “Original”.
    - c) The date of issuance on FBL should be the exact date on which the goods are loaded on the transportation vehicle.
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# 1. FIATA Standards — Use of FBL

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- Revision of FBL
  - a) Any revision of FBL should be conducted before the closing date of the document, to reduce incurred cost and procedures.
  - b) If the consignor proposes to revise the FBL after goods are loaded onto the transport vehicle and the FBL is issued, and if the carrier agrees to the revision after considering all the factors, the issued FBL should be recalled in such a case.
  - c) Any damages or costs caused by the revision of FBL shall be borne by the consignor who proposed the revision.

- Reissuance of FBL

If the FBL is lost after issuance, and the consignor requires to re-issue the FBL, the carrier might handle the situation differently according to the specific situation. The carrier might require the consignor to provide guarantee or bond, and declare the invalidity of the previous FBL.

# 1. FIATA Standards — Use of FBL

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- Endorse the B/L
  - a) The consignee shall note down the reception of the goods when receiving the goods against B/L. Normally the consignee will stamp or sign on the back of B/L.
  - b) Straight B/L, non-negotiable; Bearer B/L, no need for endorsement for negotiation; Order B/L, negotiable with special endorsement or blank endorsement
- Release of B/L
  - a) The consignee shall present and surrender the B/L at delivery, and the carrier shall collect and mark on the B/L.
  - b) Without the surrender of FBL, the carrier will continue to carry out his liability on the transportation contract and FBL. If the carrier release the goods without B/L, the carrier shall be responsible for any indemnity that might occur, even if the actual consignee is the entitled consignee.
- Telex Release B/L
  - To surrender the whole set of B/L, and demand consignor and consignee to issue Letter of Guarantee