PLASKE ACADEMY

Документы и формы FIATA

Олег КОСТЮК

“ФОРМАГ ГРУП”
Директор

FIATA и общие сведения о FIATA

Почему есть необходимость издавать «экспедиторский» или «домашний» коносамент

Чем коносамент отличается от транспортной накладной и какой коносамент является морской транспортной накладной

Для чего нужно регулировать издание «домашних» коносаментов и какие страны их регулируют

FIATA FBL

Прочие документы FIATA (еще 7 штук)

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FIATA это

- **«Fédération Internationale des Associations de Transitaires et Assimilés»** - на французском языке
- «International Federation of Freight Forwarders Associations» - на английском языке
- «Международная федерация экспедиторских ассоциаций» - на русском языке

www.fiata.com

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Общая информация об FIATA

- International Federation of Freight Forwarders Associations FIATA) — международная неправительственная организация, объединяющая национальные экспедиторские ассоциации **150 стран мира.**
- В экспедиторской отрасли, которую представляет ФИАТА насчитывается более **40 тысяч предприятий**, на которых трудятся почти **10 млн сотрудников**.
- Международная федерация экспедиторских ассоциаций была создана в Вене (Австрия) 31 мая 1926 года шестнадцатью национальными и региональными ассоциациями европейских стран.

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Цели, миссия и задачи FIATA

- **объединение** экспедиторской отрасли по всему миру
- представление, **продвижение и защита интересов отрасли** путем участия в качестве советников и/или экспертов в совещаниях международных органов, занимающихся вопросами транспорта
- **повышение качества услуг**, оказываемых экспедиторами, путем разработки и продвижения единых экспедиторских документов, стандартных условий торговли и т. д.
- оказывать помощь в **профессиональном обучении экспедиторов**, проблем страхования ответственности, инструментов для электронной коммерции, включая электронный обмен данными (EDI).

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Организационная структура FIATA

FIATA состоит из институтов, консультативных органов и рабочих групп, каждая из которых занимается всеми аспектами, которые влияют на международное передвижение грузов

Институты осуществляют техническую работу Федерации. В настоящее время их три, а именно:

- Институт авиаперевозок (AFI)
- Институт таможенного дела (CAI)
- Институт мультимодального транспорта (MTI)

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Организационная структура FIATA

По вопросам, затрагивающим всю отрасль экспедирования грузов, существует пять консультативных органов:

- Консультативный орган по международным отношениям (ABIA)
- Консультативный орган по информационным технологиям (ABIT)
- Консультативный орган по правовым вопросам (ABLM)
- Консультативный орган по вопросам безопасности и охраны (ABSS)
- Профессиональная подготовка консультативных органов (ABVT)

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FIATA

INTERNATIONAL FEDERATION OF FREIGHT FORWARDERS ASSOCIATIONS

This is to certify that

FORMAG LTD.
ODESSA

has been approved as an

INDIVIDUAL MEMBER

for

2021

FIATA

OF INTERNATIONAL FEDERATION FREIGHT FORWARDERS ASSOCIATIONS

President

Treasurer

https://alphaliner.axsmarine.com/PublicTop100/

Global figures

6,193 active ships
including 5,418 fully cellular

24,479,088 TEU
24,140,554 TEU fully cellular

DWT **294,710,675** DWT

Figures are consolidated

Regional Trades weekly capacities

Trans-Atlantic	**143,795** TEU
Trans-Pacific	**565,401** TEU
Feast-Europe	**417,448** TEU

Rank	Operator	Teu	Share
1	Maersk	4,125,064	16.9%
2	Mediterranean Shg Co	3,899,794	16.0%
3	COSCO Group	3,022,125	12.4%
4	CMA CGM Group	3,019,469	12.4%
5	Hapag-Lloyd	1,774,132	7.3%
6	ONE (Ocean Network Express)	1,608,604	6.6%
7	Evergreen Line	1,330,785	5.5%
8	HMM Co Ltd	750,872	3.1%
9	Yang Ming Marine Transport Corp.	628,467	2.6%
10	Zim	417,034	1.7%
11	Wan Hai Lines	359,142	1.5%
12	PIL (Pacific Int. Line)	248,410	1.0%
13	Zhonggu Logistics Corp.	168,265	0.7%
14	KMTC	160,802	0.7%
15	IRISL Group	149,312	0.6%
16	Antong Holdings (QASC)	138,992	0.6%
17	SITC	137,589	0.6%
18	X-Press Feeders Group	135,815	0.6%
19	UniFeeder	108,065	0.4%
20	Sinokor Merchant Marine	103,852	0.4%
21	TS Lines	97,493	0.4%
22	Matson	62,622	0.3%
23	Sinotrans	61,058	0.3%
24	RCL (Regional Container L.)	60,529	0.2%
25	Sea Lead Shipping	60,248	0.2%
26	SM Line Corp.	56,970	0.2%
27	Arkas Line / EMES	52,107	0.2%
28	Global Feeder Shipping LLC	51,633	0.2%
29	Transworld Group	50,534	0.2%
30	Salam Pacific Indonesia Lines	49,927	0.2%

Existing fleet | Orderbook

10 Контейнерных линий контролируют почти **85%** всего мирового контейнерного флота.

Более **50 тыс** экспедиторов

Более **3 миллионов** компаний перемещают грузы в контейнерах ежегодно

ЛИНЕЙНЫЙ

ДОМАШНИЙ

MEDITERRANEAN SHIPPING COMPANY S.A.

SEA WAYBILL No. MEDUM2267349

NOT NEGOTIABLE

SHIPPER
LINEAR EAST AFRICA AGENCY LIMITED
P.O.BOX 43511-80100
MOMBASA KENYA

CONSIGNEE
FORMAG GROUP LTD
11,POLSKY SPUSK,ODESSA
65026,UKRAINE

NOTIFY PARTY(S)
FORMAG GROUP LTD
11,POLSKY SPUSK,ODESSA
65026,UKRAINE

CARRIER'S AGENTS ENDORSEMENTS
FCL/FCL
Lloyds / IMO Number = 9161297
PORT OF DISCHARGE AGENT
MSC CHORNOMORSK
MSC Ukraine Limited Liability Company Business Center 6 Tr
Str., Office 27,,68001 CHORNOMORSK- ODESSA REGION
Tel.:+380 48 737 47 79,Fax:+380 48 737 47 79
EMAIL:UA539-chornomorsk@msc.com

VESSEL AND VOYAGE NO. | PORT OF LOADING | PLACE OF RECEIPT (Combined Transport ONLY)
MSC PAOLA V. XA130R | MOMBASA | XXXXXXXX

BOOKING REF | SHIPPER'S REF | PORT OF DISCHARGE | PLACE OF DELIVERY (Combined Transport ONLY)
EBKG01718172 | XXXXX | CHORNOMORSK | XXXXXXXX

PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE (see Clause 14)

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Sea Waybill Rider page(s) if applicable)	Gross Cargo Weight	Measurement
	1X40' CNTR(S) S.T.C	KGS	CBM
	SHIPPER'S LOAD STOW COUNT		
MSDU7708075/40HC	400 BAGS	24200.000	46.0
CARRIER	400 BAGS OF KENYAN BLACK TEA		
SEAL/EU21117664			

Carrier has no liability or responsibility whatsoever for thermal loss or damage to the goods by reason of natural variations in atmospheric temperatures during the winter period, and / or caused by inadequate packing of the Goods for carriage in dry-van containers, and / or inherent vice of the Goods, in such temperatures

Total No.of Items 400 Total Gross wgt. 24200.000 KGS Total Volume. 46 CBM

FREIGHT & CHARGES
FREIGHT COLLECT

RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in the box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF THE GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED, ON THIS AND ON THE REVERSE SIDE AND THE TERMS AND THE CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER

Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorisation of the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill

linear EAST AFRICA AGENCY LTD
Moi Avenue, Old Cannon Towers, 8th Floor,
P.O. Box 43511 - 80100
Mombasa, Kenya

DRAFT

PAGE: 1 OF 1

Tel: +254 41 222 4429
Mob: +254 721 261 462

COMBINED TRANSPORT BILL OF LADING

1. Shipper — Insert Name Address and Phone/Fax
Tusha Tea Limited
Tea House, Nyerere Avenue
P.O. Box 777 - 80100
Mombasa, Kenya

Booking No. EBKG01718172
Bill of Lading No. LEA/EXP/0442021
Export References FGL/027/21

2. Consignee — Insert Name Address and Phone/Fax
May Company Ukraine Ltd
Trypilska 46,
08700, Obukhov,
Kiev Region,
Ukraine
Code: 35442324

Forwarding Agent and References
FMC/CHB No.
FGL Ref: 262-13
Point and Country of Origin

3. Notify Party — Insert Name Address and Phone/Fax — (It is agreed that no responsibility shall attach to the Carrier or his agents for failure to notify)
SAME AS CONSIGNEE

For delivery Please apply to:
Formag Group Limited
11, Polsky Spusk
65026 Odessa, Ukraine
TEL: +380487384560

4. Combined Transport * Pre-Carriage by: XXXXX
5. Combined Transport * Place of Receipt: XXXXX
6. Ocean Vessel Voy. No.: MSC PAOLA / XA130R
7. Port of Loading: MOMBASA, KENYA
Service Contract No.
Doc. Form No.
8. Port of Discharge: CHORNOMORSK, UKRAINE
9. Combined Transport * Place of Delivery: TRYPILSKA,46 OBUCHOV,KIEV
Type of Movement: FCL/FCL

Marks & Nos	No. of Units or Packages	Description of Goods (If Dangerous Goods, See Clause 20)	Gross Weight	Measurement
MSDU7708075 Seal: EU21117664	400 PKGS	1 Container Said to Contain 400 BAGS OF KENYAN BLACK TEA HS CODE: 090240 NET WEIGHT: 24,000 GROSS WEIGHT: 24,200 FREIGHT COLLECT PLACE OF DELIVERY: OBUKHIV ON MERCHANT HAULAGE COST AND RISK	24,200.00 KGS	46.000

Declared Cargo Value US$
Description of Contents for Shipper's Use Only (Not part of This B/L Contract)

10. Total Number of Units and/or Packages (in words) Subject to Clause 7 Limitation: SAY ONE UNIT TOTAL

11 Freight & Charges	Revenue Tons	Rate	Per	Amount	Prepaid	Collect	Freight & Charges Payable at / by

THE CARRIER IS NOT LIABLE (UNDERSTOOD FULLY) BUT NOW CAN'T). THE CARRIER IS NOT RESPONSIBLE FOR ANY SHIP, INSPECTATION, DELAYS, BREAKAGE ARISES DISCLOSURES WHICH SHE CANNOT TO HAVE CAN/LOAD WILL NOT ASSUME ANY LIABILITY IN THIS AGREEMENT UNLESS IT IS PROVED THAT THEY WERE CAUSED BY THE CARRIER'S WILFULNESS. THE CARRIER IS NOT RESPONSIBLE FOR ANY CUSTOMS, EQUIPMENTS, APPLIANCES, AND/OR OTHER PARTS OF THESE CARS.
RECEIVED in apparent good condition and condition except as otherwise noted the total number of containers or other packages or units enumerated below for transportation from the place of receipt to the place of delivery subject to the terms and conditions hereof. One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery

Date Laden on Board: **th AUGUST 2021
Signed by:

PLASKE ACADEMY

Общие положения

- Документа и формы FIATA распространяются национальным организациями FIATA среди своих компаний-членов в соответствии с официальными инструкциями и пояснительными примечаниями.
- FIATA FCR, FIATA FCT, FWR, FBL, FWB, SDT и SIC защищены авторским правом FIATA. **Воспроизведение документов** в любой форме индивидуальными компаниями **строго запрещено**.
- Право на использование документов и форм FIATA имеют только участники национальных ассоциаций FIATA. В Украине - **АССОЦИАЦИЯ УКРВНЕШТРАНС** и Ассоциация Международных Экспедиторов Украины (АМЭУ) *и индивидуальные члены FIATA*.

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Правила и Рекомендации по пользованию Документами и Формами FIATA

Основным документом, определяющим отношения между экспедитором и заказчиком, является **договор транспортного экспедирования**

Документы FIATA **оформляются** на основании договора транспортного экспедирования и других относящихся к перевозке груза документов, предоставляемых грузовладельцем.

Экспедитор, выдавая документ FIATA, **обязан проинструктировать своего заказчика** о правилах использования документа, **обязанностях и ответственности** сторон, наступающих в связи с его выдачей

Выдавая документ FIATA, экспедитор **не несет ответственность** за возможные нарушения сторонами, причастными к сделке, правил использования этого документа, если сможет доказать отсутствие своей вины в этих нарушениях

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Правила и Рекомендации по пользованию Документами и Формами FIATA

Документы и формы FIATA

Унифицированные транспортно-экспедиторские документы

Способствуют регулированию прав, обязанностей и ответственности участников договора транспортного экспедирования в процессе перехода права собственности от продавца к покупателю при осуществлении международных грузовых перевозок.

Применение документов и форм FIATA

Облегчает выполнение транспортных, таможенных, банковских, коммерческих и других операций, связанных с международными перевозками грузов

Позволяет ускорить оборот денежных средств, сократить сроки перевозки

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Документы и Формы FIATA

Функции Документов и Форм FIATA

- Гарантия надежности экспедиторской фирмы и высокого качества предоставляемых ею услуг
- Регулирование и унификация процесса транспортировки и экспедирования грузов на всех его этапах и в целом
- Осуществление ускоренных финансовых расчетов между покупателем и продавцом, в том числе с использованием документарного аккредитива

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Документы FIATA

Год	Наименование документа (En)		Наименование документа (Ru)
1955/ 1982	**FIATA FCR**	Forwarders certificate of receipt	Сертификат экспедитора о получении груза (Свидетельство экспедитора в получении груза)
1959/ 1996	**FIATA FCT**	Forwarders certificate of transport	Сертификат экспедитора о транспортировке груза (Транспортный сертификат экспедитора)
1975	**FWR**	FIATA warehouse receipt	Складское свидетельство (Складская расписка)
1970/ 1992	**FBL**	Negotiable FIATA multimodal transport bill of lading	Мультимодальный транспортный коносамент (Оборотный транспортный коносамент смешанной (мультимодальной) перевозки)
1996	**FWB**	Non-negotiable FIATA multimodal transport waybill	Необоротная мультимодальная транспортная накладная (Необоротная транспортная накладная смешанной перевозки груза)

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Формы FIATA

Год	Наименование документа (En)		Наименование документа (Ru)
1984 (2005)	FIATA SDT	Shippers Declaration for the Transport of Dangerous Goods	Декларация грузоотправителя о транспортировке опасных грузов (Декларация грузоотправителяна перевозку опасных грузов)
1996	FIATA SIC	Shippers Intermodal Weight Certificate	Интермодальный весовой сертификат грузоотправителя (Интермодальный сертификат грузоотправителя о весе груза)
1984	FFI	FIATA Forwarding Instructions	Форма экспедиторских инструкций FIATA (Инструкция FIATA на экспедирование)

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FIATA FBL – мультимодальный транспортный коносамент

Consignor

Emblem of National Association

FBL

NEGOTIABLE FIATA MULTIMODAL TRANSPORT BILL OF LADING
issued subject to UNCTAD/ICC Rules for Multimodal Transport Documents (ICC Publication 481).

ICC

Consigned to order of

Notify address

Place of receipt

Ocean vessel | Port of loading

Port of discharge | Place of delivery

Marks and numbers | Number and kind of packages | Description of goods | Gross weight | Measurement

FIATA

specimen

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 ☐not covered ☐Covered according to attached Policy	Number of Original FBL's	Stamp and signature
For delivery of goods please apply to:		

Text authorized by FIATA. Copyright reserved. © FIATA/Zurich-Switzerland 6.92

Standard Conditions (1992) governing the FIATA MULTIMODAL TRANSPORT BILL OF LADING

Definitions
- «Freight Forwarder» means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- «Merchant» means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- «Consignor» means the person who concludes the multimodal transport contract with the Freight Forwarder.
- «Consignee» means the person entitled to receive the goods from the Freight Forwarder.
- «Taken in charge» means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- «Goods» means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. **Applicability**
Notwithstanding the heading «FIATA Multimodal Transport Bill of Lading (FBL)» these conditions shall also apply if only one mode of transport is used.

2. **Issuance of this FBL**
2.1. By issuance of this FBL the Freight Forwarder
a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
b) assumes liability as set out in these conditions.
2.2. Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. **Negotiability and title to the goods**
3.1. This FBL is issued in a negotiable form unless it is marked «non negotiable». It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.
3.2. The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as «shipper's weight, load and count», «shipper-packed container» or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. **Dangerous Goods and Indemnity**
4.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.
4.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.
The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
4.3. If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. **Description of Goods and Merchant's Packing and Inspection**
5.1. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL.
The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.
The Consignor shall remain liable even if the FBL has been transferred by him.
The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.
5.2. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. **Freight Forwarder's Liability**
6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.
6.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.
6.3. Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.
6.4. If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.
6.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a – 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.

7. **Paramount Clauses**
7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.
7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.
7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. **Limitation of Freight Forwarder's Liability**
8.1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.
8.2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.
8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.
8.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.
8.5. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.
8.6. a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.
b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.
8.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.
8.8. The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.
8.9. The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. **Applicability to Actions in Tort**
These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. **Liability of Servants and other Persons**
10.1. These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.
10.2. In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.
10.3. However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.
10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. **Method and Route of Transportation**
Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. **Delivery**
12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.
12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.
12.3. If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:
abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.
In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. **Freight and Charges**
13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination.
Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.
13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.
13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.
Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.
13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
13.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.
13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. **Lien**
The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. **General Average**
The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. **Notice**
16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.
16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. **Time bar**
The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. **Partial Invalidity**
If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. **Jurisdiction and applicable law**
Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

The ICC logo denotes that this document has been deemed by the ICC to be in conformity with the UNCTAD/ICC Rules for Multimodal Transport Documents. The ICC logo does not imply ICC endorsement of the document nor does it in any way make the ICC party to any possible legal action resulting from the use of this document.

PLASKE ACADEMY

FIATA FBL – мультимодальный транспортный коносамент

- FIATA FBL используется экспедиторами, действующими в качестве **мультимодальных транспортных операторов (МТО)**.
  FBL может быть так же выдан в качестве морского коносамента. Этот документ является оборотным во всех случаях, если на нем нет отметки "non-negotiable".

- FBL признан Международной торговой палатой как соответствующий Правилам UNCTAD/ICC (Комиссии ООН по торговле и развитию/Международной торговой палаты) по мультимодальным транспортным документам, опубликованным ICC в ее публикации № 481. Поэтому, **FBL содержит логотип ICC** наряду с символом национальной ассоциации экспедиторов.

PLASKE ACADEMY

FIATA FBL – мультимодальный транспортный коносамент

- Выдавая FBL, экспедитор принимает на **себя ответственность за доставку груза до места назначения** и **за действия всех перевозчиков** и третьих сторон, привлеченных им к выполнению всей перевозки.
- Выдавая FIATA FBL, экспедитор признает **базовое ограничение** ответственности за утерянные или поврежденные товары в размере 666.67 SDR, за одну упаковку или место, или 2 SDR за килограмм веса брутто.
- Расчет ведется по большей сумме, 1 SDR = 1.35842 USD
- При смешанной перевозке (не включая море и водные пути) базовое ограничение ответственности составляет 8,33 SDR.

PLASKE ACADEMY

Выдавая FIATA FBL экспедитор гарантирует, что:

1. Он принял указанный в документе груз и имеет исключительное право распоряжения им.
2. Он принял на себя обязанности по транспортировке груза в соответствии с полученными инструкциями.
3. Груз находится в хорошем по внешнему виду состоянии.
4. Сведения, содержащиеся в документе, соответствуют полученным инструкциям.
5. Ответственность за страхование груза была согласована с грузоотправителем.
6. Четко определено, сколько оформлено оригиналов FBL.

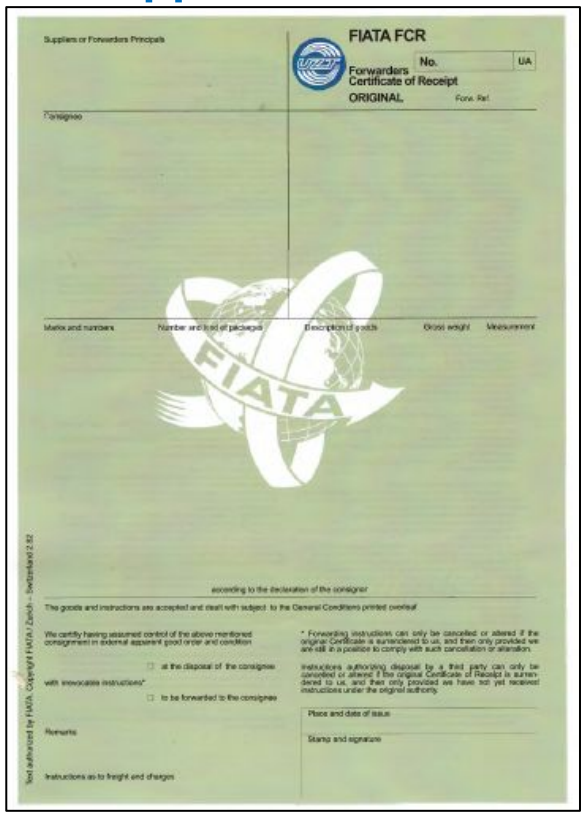
PLASKE ACADEMY

FIATA FBL – мультимодальный транспортный коносамент FIATA

- Право на оформление и использование FIATA FBL представляется только тем **действительным членам Ассоциации**, которые являются **ассоциированными членами FIATA или** обладателями Международного сертификата по качеству **ВЕРИТАС**.

- Экспедитор, оформляющий FBL, **должен застраховать свою ответственность** в соответствии с условиями FBL.

FIATA FCR – сертификат экспедитора о получении груза или Свидетельство экспедитора в получении груза



FIATA FCR

Forwarders Certificate of Receipt

ORIGINAL

No. UA

Suppliers or Forwarders Principals

Consignee

Marks and numbers | Number and kind of packages | Description of goods | Gross weight | Measurement

according to the declaration of the consignor

The goods and instructions are accepted and dealt with subject to the General Conditions printed overleaf

We certify having assumed control of the above mentioned consignment in external apparent good order and condition

☐ at the disposal of the consignee

with irrevocable instructions*

☐ to be forwarded to the consignee

Remarks:

Instructions as to freight and charges

* Forwarding instructions can only be cancelled or altered if the original Certificate is surrendered to us, and then only provided we are still in a position to comply with such cancellation or alteration.

Instructions authorizing disposal by a third party can only be cancelled or altered if the original Certificate of Receipt is surrendered to us, and then only provided we have not yet received instructions under the original authority.

Place and date of issue

Stamp and signature

Text authorized by FIATA, Copyright FIATA, Zurich – Switzerland 2.82

GENERAL CONDITIONS OF THE «UKRSEWISHTRANS» ASSOCIATION OF TRANSPORT FORWARDING ORGANIZATIONS OF UKRAINE, KIEV / UKRAINE

1. General provisions and applicability.

These General Conditions of Ukrainian freight forwarders of "Ukrsevishtrans" Association, hereinafter referred to as the "General Conditions":

- which regulate the relations between the freight forwarder and the customer;
- shall have the legal force and shall be applied only when they are introduced in writing in the freight forwarding contract or when there is a written reference in this contract;
- shall cancel the terms and conditions of this freight forwarding contract which are in conflict with these General Conditions;
- shall be printed on the back side of FIATA Documents and Forms except Negotiable Multimodal Transport Bill of Lading (FBL) and Non-negotiable Multimodal Transport Waybill (FWB).

2. Types of freight forwarding services.

The freight forwarders shall render their services under the legislation of Ukraine and the states the territory of which is crossed by the carriage, according to the services listed in the rules of freight forwarding activity as well as other services agreed by the parties in the contract.

Freight forwarding services shall be rendered to the customer under export from Ukraine, import to Ukraine, transit via the territory of Ukraine or other states (inter-carriage via the territory of Ukraine).

- The freight forwarder under the customer's order:
- shall execute this adequate transport services and arrange the carriage of the goods by different modes via Ukraine and foreign states according to the contracts which meet the requirements of international rules for interpretation of trade terms INCOTERMS;
- shall charter national, foreign vessels and involve other vehicles and ensure their supply in the ports, railway stations, warehouses, terminals and other facilities for timely shipment;
- shall perform the works related to the acceptance, consolidation, separation, handling, sorting, warehousing, storage and carriage of the goods;
- shall keep record of delivery and shipment of goods from the ports, rail stations, warehouses, terminals and other facilities;
- shall ensure the security of goods during their carriage, transshipment and storage;
- shall arrange the goods examination;
- shall issue transport documents and distribute them;
- shall provide the parties with the applications for shipments and orders for dispatch under the legislation in force;
- shall ensure the shipment of rejects, spoilage, damaged goods, in non-standard package or in package that does not meet the carrier's requirements;
- shall insure goods and be own liability;
- shall prepare vehicles and goods according to the corresponding legislation;
- shall ensure optimization of financial circulation from consignor to consignee to minimize the costs;
- shall perform the mutual payments with ports, transport companies for carriage, transshipment and storage;
- shall issue the documents and perform their work in compliance with the customs, quarantine and sanitary requirements;
- shall provide the prepared transport modes with the additional facilities under the corresponding legislation;
- shall provide other auxiliary and associated services agreed in the contract and not contradicting the applicable law.

3. Freight forwarding contract and its execution.

3.1. Under the freight forwarding contract the party on the one hand (freight forwarder) shall perform the services relating to the carriage of the goods, agreed in the contract, at the cost and for his remuneration of the other party (customer).

3.2. The freight forwarding contract shall be conclusive in writing.

3.3. Other long-term (general) contracts are allowed.

If the freight forwarder involves the third party, the freight forwarder may act on his own or on the customer's behalf.

3.4. The freight forwarding contract may stipulate the freight forwarder's obligations to arrange the carriage of the goods by the vehicle and under the route agreed with the freight forwarder or the customer; to execute the carriage contract on behalf of the customer or on his own behalf; to ensure the shipment and delivery of goods; acceptance of documents for export, import, transit customs clearance and other formalities; inspection of quality, quantity and condition of the goods; loading and unloading; payment of duties and other expenses, and also performance of other works and services connected with carriage of the goods. These rules shall act also in those cases when according to the contract the carrier's obligations are performed by the freight forwarder.

3.5. Under the freight forwarding contract the customer shall cover the costs arisen from contract performance and remunerate the freight forwarder.

3.6. If the freight forwarder's obligations are threatened by possible challenges or risks caused by freight forwarder's mistakes and negligence that may have been avoided, the freight forwarder shall be entitled to cease the carriage of the goods under the executed contract and may transfer the goods or their part to the customer in the safe and suitable place. The freight forwarder's liability may be ceased and the freight forwarder shall be entitled to obtain the agreed remuneration and compensation and the customer shall cover the additional costs arisen from such circumstances.

4. Freight forwarding concessions.

4.1. To perform their activity the freight forwarders - Association Members can use FIATA Documents and Forms under the agreement with the Executive Directorate.

This right shall be entitled only if the freight forwarder is a Full Member of Association.

4.2. FIATA documents and forms include:

- Forwarding Instructions;
- Shippers Intermodal Weight Certification;
- Shippers Declaration for the Transport of Dangerous Goods;
- Warehouse Receipt;
- Forwarders Certificate of Receipt;
- Forwarders Certificate of Transport;
- eFW-ser waybill.

FIATA Individual Members may obtain the following documents:

- Negotiable Multimodal Transport Bill of Lading;
- Non-negotiable Multimodal Transport Waybill.

5. Rights, obligations and liability of the freight forwarder.

5.1. The freight forwarder shall be entitled:

- to choose or change the mean of transport and route, choose or change the order of the carriage and freight forwarding services rendering, acting in the customer's interests under the corresponding freight forwarding contract;
- to deviate from the customer's instructions in the order stipulated in the freight forwarding contract;
- to demand the coverage of additional costs (in the agreed with customer amounts) arisen from contract performance if such costs are for the benefit of the customer;
- to retain the goods up to the moment of payments or to the moment of other guarantee of payments by the customer unless otherwise agreed in the contract;
- not to launch to obligations before the obtaining of the necessary documents and information about the goods type, conditions of carriage, etc.

5.2. The freight forwarder shall be obliged:

- to render freight forwarding services according to the freight forwarding contract and customer's instructions agreed under the contract;
- if the freight forwarder needs to deviate from customer's instructions (when there is a threat to the goods safety or health) but shall obtain the customer's consent. Where is no possibility, confident should in advance or if the reply is not received in time, the freight forwarder shall be entitled to act at his discretion but informing the customer thereof as soon as possible. The freight forwarding contract may stipulate the other obligations.

5.3. The freight forwarder shall be liable:

- towards the customer for number of places, weight (if the control weighing was performed in the presence of carrier's representative), package according to the transport documents certified by the signature of carrier's representative if otherwise agreed in the contract;
- for failure to perform or incorrect performance of the obligations under the contract and these rules, the freight forwarder shall be liable in compliance with the Civil Code of Ukraine, other laws and freight forwarding contract;
- for actions or negligence of the third parties involved in the performance of the contract in the same order as for his own actions.

6. Rights, obligations and liability of the customer.

6.1. The customer shall be entitled:

- to define the route and mode of transport;
- to require for information about the carriage;
- to give to the freight forwarder instructions not contradicting the freight forwarding contract and documents provided to the freight forwarder;
- to change the route of delivery and the place of the time consignee informing the freight forwarder in advance covering the related costs.

The freight forwarding contract may stipulate the other rights of the freight forwarder and the customer.

6.2. The customer shall be obliged:

- to provide the freight forwarder in time with full, correct and reliable information about the cargo, number, quality and other nature of goods, conditions of carriage, and other information necessary for performance of the contract as well as the documents relating to the goods for ensuring of customs, sanitary and other state control and safe conditions of the goods carriage;
- to remunerate the freight forwarder and refund for the documented expenditures incurred by the freight forwarder for the benefit of the customer and for performance of the freight forwarding contract in the order stipulated in this contract.

The freight forwarding contract may stipulate the other obligations of the customer.

6.3. For failure to perform or incorrect performance of the obligations under the contract and these rules, the customer shall be liable in compliance with the Civil Code of Ukraine, other laws and freight forwarding contract.

7. Insurance while performing freight forwarding activity.

The freight forwarder shall insure the goods and is liability under the legislation in force and freight forwarding contract.

8. Disputes.

8.1. Freight forwarding disputes shall be settled in compliance with the legislation in force.

8.2. These General Conditions are executed in Ukrainian and English languages having equal significance. In case of differences the Ukrainian one shall prevail.

9. Lien.

9.1. The freight forwarder at any time and in the limits of the legislation in force shall have a lien on the goods and documents relating to the goods for any amount due for the freight forwarder for the services rendered to the customer including the coverage and compensation for storage and warehousing and other costs incurred.

9.2. The freight forwarder may use the lien by any weighted actions at his discretion.

10. Obligation of the General Provisions.

The General Conditions shall have the force and shall be applied only if they do not contradict the provisions of the international conventions and Ukrainian laws regulating the freight forwarding activity.

PLASKE ACADEMY

FIATA FCR

- Документ FIATA FCR дает возможность экспедитору предоставлять грузоотправителю специальный документ, официально **признающий факт принятия ответственности за товары**.

- FIATA FCR может **вручаться** грузоотправителю сразу после того, как **груз был получен экспедитором.**

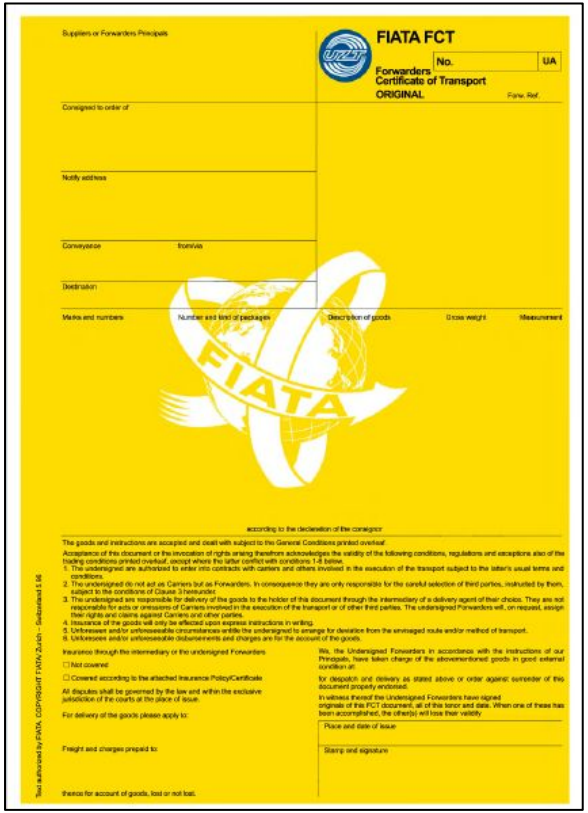
- FIATA FCR используется главным образом тогда, когда **поставщик продает товары на условиях EXW** (франко-завод) и ему необходимо **доказательство** того, что он, предоставляя FIATA FCR, **выполнил свои обязательства перед покупателем**.

PLASKE ACADEMY

Оформляя **FIATA FCR**, экспедитор должен гарантировать, что:

- Он принял указанный в ней груз и право распоряжения этим грузом предоставлено **исключительно ему.**
- Товары находятся в хорошем виде и состоянии.
- Данные на документе точно соответствует полученным инструкциям.
- Условия отгрузочных документов (коносамент и др.) **не противоречат обязательствам, принятым по документу FIATA FCR.**

Сертификат экспедитора о транспортировке груза или Транспортный сертификат экспедитора- FIATA FCT



FIATA FCT

No. UA

Forwarders Certificate of Transport

ORIGINAL

Suppliers or Forwarders Principals

Consigned to order of

Notify address

Conveyance from/via

Destination

Marks and numbers | Number and kind of packages | Description of goods | Gross weight | Measurement

according to the declaration of the consignor

The goods and instructions are accepted and dealt with subject to the General Conditions printed overleaf.

Acceptance of this document or the invocation of rights arising therefrom acknowledges the validity of the following conditions, regulations and exceptions also of the binding conditions printed overleaf, except where the latter conflict with conditions 1-8 below.

1. The undersigned are authorized to enter into contracts with carriers and others involved in the execution of the transport subject to the latter's usual terms and conditions.
2. The undersigned do not act as Carriers but as Forwarders. In consequence they are only responsible for the careful selection of third parties, instructed by them, subject to the conditions of Clause 3 hereunder.
3. The undersigned are responsible for delivery of the goods to the holder of this document through the intermediary of a delivery agent of their choice. They are not responsible for acts or omissions of Carriers involved in the execution of the transport or of other third parties. The undersigned Forwarders will, on request, assign their rights and claims against Carriers and other parties.
4. Insurance of the goods will only be effected upon express instructions in writing.
5. Unforeseen and/or unforeseeable circumstances entitle the undersigned to arrange for deviation from the envisaged route and/or method of transport.
6. Unforeseen and/or unforeseeable disbursements and charges are for the account of the goods.

Insurance through the intermediary or the undersigned Forwarders

☐ Not covered

☐ Covered according to the attached Insurance Policy/Certificate

All disputes shall be governed by the law and within the exclusive jurisdiction of the courts at the place of issue.

For delivery of the goods please apply to:

Freight and charges prepaid to:

We, the Undersigned Forwarders in accordance with the instructions of our Principals, have taken charge of the above-named goods in good external condition as:

for despatch and delivery as stated above or order against surrender of this document properly endorsed.

In witness thereof the Undersigned Forwarders have signed originals of this FCT document, all of this tenor and date. When one of these has been accomplished, the other(s) will lose their validity.

Place and date of issue

Stamp and signature

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thence for account of goods, lost or not lost.

GENERAL CONDITIONS OF THE ASSOCIATION "UKRAINIAN ASSOCIATION OF TRANSPORT FORWARDING ORGANIZATIONS OF UKRAINE, KIEV / UKRAINE"

1. General provisions and applicability.

These General Conditions of Ukrainian freight forwarders or "Ukrainian Association" hereinafter referred to as the "General Conditions":

- shall regulate the relations between the freight forwarder and the customer;
- shall have the legal force and shall be applied only when they are indicated (or entering) in the freight forwarding contract or when there is a written reference in the contract;
- shall cancel the terms and conditions of the freight forwarding contract which are in conflict with these General Conditions;
- shall be printed on the back side of FIATA Documents and Forms except Negotiable Multimodal Transport Bill of Lading (FBL) and Non-negotiable Multimodal Transport Waybill (FWB).

2. Types of freight forwarding services.

The freight forwarders shall render their services under the legislation of Ukraine and the states the territory of which is crossed by the carriage, according to the services listed in the rules of freight forwarding activity as well as other services agreed by the parties in the contract.

Freight forwarding services shall be rendered to the customer under export from Ukraine, import to Ukraine, transit via the territory of Ukraine or other states, cross-carriage via the territory of Ukraine.

The freight forwarder under the customer's order:

- shall ensure the adequate transport services and arrange the carriage of the goods by different modes via Ukraine and foreign states according to the contracts which meet the requirements of international rules for interpretation of trade terms INCOTERMS;
- shall charter national, foreign vessels and involve other vehicles and ensure their supply in the ports, railway stations, warehouses, terminals and other facilities for timely shipment;
- shall perform the works related to the acceptance, consolidation, separation, handling, packing, warehousing, storage and carriage of the goods;
- shall keep record of delivery and shipment of goods from the ports, rail stations, warehouses, terminals and other facilities;
- shall ensure the security of goods during their carriage, transshipment and storage;
- shall arrange the goods examination;
- shall issue transport documents and distribute them;
- shall provide the parties with the applications for shipments and orders for dispatch under the legislation in force;
- shall ensure the shipment of hazard, damage, damaged goods, in non-standard package or in package that does not meet the carrier's requirements;
- shall insure goods and its own liability;
- shall prepare vehicles and goods according to the corresponding legislation;
- shall ensure optimization of financial circulation from consignee to consignor to minimize the costs;
- shall perform the mutual payments with clients, transport companies for carriage, transshipment and storage;
- shall issue the documents and perform their work in compliance with the customs, quarantine and sanitary requirements;
- shall provide the prepared transport means with the additional facilities under the corresponding legislation;
- shall provide other auxiliary and associated services agreed in the contract and not contradicting the applicable law.

3. Freight forwarding contract and its execution.

3.1. Under the freight forwarding contract the party on the one hand (freight forwarder) shall perform the services relating to the carriage of the goods, agreed in the contract, at the cost and for the remuneration of the other party (customer).

3.2. The freight forwarding contract shall be concluded in writing.

3.3. Other long-term (general) contracts are allowed.

If the freight forwarder involves the third party, the freight forwarder may act on his own or on the customer's behalf.

3.4. The freight forwarding contract may stipulate the freight forwarder's obligations to arrange the carriage of the goods by the vehicle and under the route agreed with the freight forwarder on the customer; to execute the carriage contract on behalf of the customer or on his own behalf; to ensure the shipment and reception of goods; acceptance of documents for export, import, transit customs clearance and other formalities; inspection of quality, quantity and condition of the goods; loading and unloading; payment of duties and other expenses, and also performance of other duties and services connected with carriage of the goods. These rules shall act also in those cases when according to the contract the carrier's obligations are performed by the freight forwarder.

3.5. Under the freight forwarding contract the customer shall cover the costs arisen from contract performance and remunerate the freight forwarder.

3.6. If the freight forwarder's obligations are threatened by possible challenges or risks caused by freight forwarder's mistakes and negligence that may have been avoided, the freight forwarder shall be entitled to cease the carriage of the goods under the executed contract and may transfer the goods on their part to the customer in the safe and suitable place. The freight forwarder's liability may be ceased and the freight forwarder shall be entitled to obtain the agreed remuneration and compensation and the customer shall cover the additional costs arisen from such circumstances.

4. Freight forwarding documents.

4.1. To perform their activity the freight forwarders - Association Members can use FIATA Documents and Forms under the agreement with the Executive Directorate.

This right shall be ended only if the freight forwarder is a Full Member of Association.

4.2. FIATA documents and forms include:

- Forwarding Instructions
- Shippers Intermodal Weight Certification
- Shippers Declaration for the Transport of Dangerous Goods
- Warehouse Receipt
- Forwarders Certificate of Receipt
- Forwarders Certificate of Transport
- Cargo Insurance Policy

FIATA Individual Members may obtain the following documents:

- Negotiable Multimodal Transport Bill of Lading
- Non-negotiable Multimodal Transport Waybill

5. Rights, obligations and liability of the freight forwarder.

5.1. The freight forwarder shall be entitled:

- to choose or change the mode of transport and route, choose or change the order of the carriage and freight forwarding services rendering, acting in the customer's interests under the corresponding freight forwarding contract;
- to deviate from the customer's instructions in the order stipulated in the freight forwarding contract;
- to obtain the coverage of additional costs (in the agreed with customer amounts) arisen from contract performance if such costs are for the benefit of the customer;
- to retain the goods up to the moment of payments or to the moment of other guarantee of payments by the customer unless otherwise agreed in the contract;
- not to launch its obligations before the obtaining of the necessary documents and information about the goods type, conditions of carriage, etc.

5.2. The freight forwarder shall be obliged:

- to render freight forwarding services according to the freight forwarding contract and customer's instructions agreed under the contract;
- if the freight forwarder needs to deviate from customer's instructions (when there is a threat to the goods safety or health) it shall obtain the customer's consent. Where time possibility does not allow it in advance or if the reply is not received in time, the freight forwarder shall be entitled to act at his discretion but informing the customer thereof as soon as possible. The freight forwarding contract may stipulate the other obligations.

5.3. The freight forwarder shall be liable:

- towards the customer for number of places, weight (if the carrier weighing was performed in the presence of carrier's representative), package according to the transport documents certified by the signature of carrier's representative (if otherwise agreed in the contract);
- for failure to perform or incorrect performance of the obligations under the contract and their rules, the freight forwarder shall be liable in compliance with the Civil Code of Ukraine, other laws and freight forwarding contract;
- for actions or negligence of the third parties involved in the performance of this contract in the same order as for his own actions.

6. Rights, obligations and liability of the customer.

6.1. The customer shall be entitled:

- to define the route and mode of transport;
- to require for information about the carriage;
- to give to the freight forwarder instructions not contradicting the freight forwarding contract and documents provided to the freight forwarder;
- to change the route of delivery and the place of the final consignee informing the freight forwarder in advance covering the related costs.

The freight forwarding contract may stipulate the other rights of the freight forwarder and the customer.

6.2. The customer shall be obliged:

- to provide the freight forwarder in time with full, correct and reliable information about the name, number, quantity and other nature of goods, conditions of carriage, and other information necessary for performance of the contract as well as the documents relating to the goods for ensuring of customs, sanitary and other state control and safe conditions of the goods carriage;
- to remunerate the freight forwarder and refund for the documented expenditures incurred by the freight forwarder for the benefit of the customer and for performance of the freight forwarding contract in the order stipulated in this contract.

The freight forwarding contract may stipulate the other obligations of the customer.

6.3. For failure to perform or incorrect performance of the obligations under the contract and these rules, the customer shall be liable in compliance with the Civil Code of Ukraine, other laws and freight forwarding contract.

7. Insurance while performing freight forwarding activity.

The freight forwarder shall insure the goods and its liability under the legislation in force and freight forwarding contract.

8. Disputes.

8.1. Freight forwarding disputes shall be settled in compliance with the legislation in force.

8.2. These General Conditions are executed in Ukrainian and English languages having equal legal force. In case of difference the Ukrainian one shall prevail.

9. Liam.

9.1. The freight forwarder at any time and in the limits of the legislation in force shall have a lien on the goods and documents relating to the goods for any amount due to the freight forwarder for the services rendered to the customer including the coverage and compensation for storage and warehousing and other costs incurred.

9.2. The freight forwarder may use the lien by way specified actions at his discretion.

10. Obligation of the General Provisions.

The General Conditions shall have the force and shall be applied only if they do not contradict the provisions of the international conventions and Ukrainian laws regulating the freight forwarding activity.

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FIATA FCT

- Выдавая документ FIATA FCT грузоотправителю, экспедитор принимает **обязательство доставить товары в пункт назначения** при посредничестве **назначенного им агента**. FIATA FCT может вручаться грузоотправителю сразу же после передачи груза экспедитору для перевозки.

- FIATA FCT выполняет **"блокирующую" функцию**. Экспедитор ответственен **только за экспедирование и доставку товаров**. Сертификат FIATA FCT, в отличие от коносамента FBL, не является документом, накладывающим на экспедитора ответственность перевозчика - его ответственность регулируется применяемыми условиями экспедирования.

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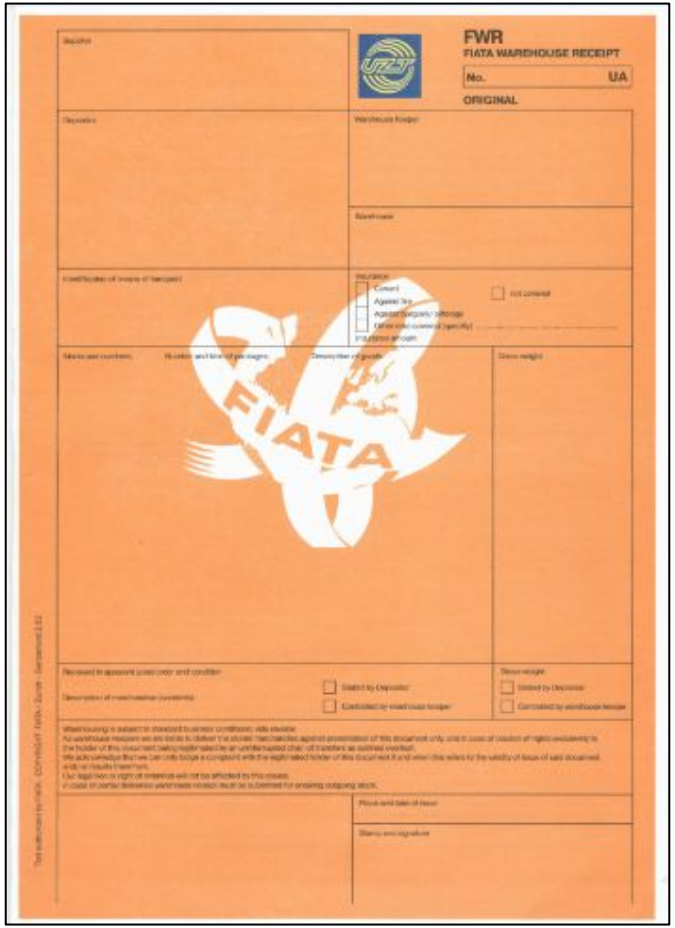
FIATA FCT

Оформляя документ FIATA FCT, экспедитор должен гарантировать то, что:

1. Он принял указанный груз, и право распоряжения им принадлежит исключительно ему.
2. Грузы находятся во внешне хорошем виде и состоянии.
3. Сведения в документе точно соответствуют полученным инструкциям.
4. Условия отгрузочных документов (коносамент B/L и др.) не противоречат обязательствам, принятым по документу FIATA FCT.
5. Ответственность за страхование груза согласована.
6. Четко определено: выдано один или более оригиналов.

FWR – складское свидетельство FIATA



FWR
FIATA WAREHOUSE RECEIPT
No. UA
ORIGINAL

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FWR – складское свидетельство FIATA

- FWR – это свидетельство, применяемое экспедитором при осуществлении **складских операций**, содержащее унифицированные характеристики, порядок и условия хранения груза.
- Информация в документе FWR указывает **точные сведения о правах держателя индоссированного документа**, а также содержит информацию о грузе, условиях его складирования, обязанностях и ответственности экспедитора, передаче прав и передаче груза.
- FWR не является “гарантийной квитанцией” (“RESEPISSE WARRANT”), представляющей собой формальный документ, признанный в качестве гарантии в соответствии с действующим законодательством.

Поэтому, выдача FWR вместо **“гарантийной квитанции” недопустима**.

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Складская расписка FIATA FWR

- служит письменным подтверждением **договора складирования и хранения**;
- является документом, **подтверждающим прием** экспедитором товара от товародателя-заказчика;
- может быть **оборотным документом**, если на ее лицевой стороне сделана надпись «Оборотная» (Negotiable);
- может быть предъявлена в банк **для получения платежей** за поставляемый товар, если такой порядок расчетов предусмотрен в договоре купли-продажи;
- может **служить залоговым документом** на получение банковского кредита под товар, хранящийся на складе по складской расписке;
- дает держателю расписки **право собственности на товар**;
- предусматривает возможность **выдачи товара частями**;

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FIATA FWB – необоротная мультимодальная транспортная накладная

Consignor

Emblem of National Association

FWB

NON-NEGOTIABLE FIATA MULTIMODAL TRANSPORT WAYBILL
issued subject to UNCTAD/ICC Rules for Multimodal Transport Documents (ICC Publication 481)

Consigned to

Notify address

Place of receipt

Vessel | Port of loading

Port of discharge | Place of delivery

Marks and numbers | Number and kind of packages | Description of goods | Gross weight | Measurement

according to the declaration of the consignor

Declaration of Interest of the consignor in timely delivery (Clause 7.2.)
YES | Final delivery date if agreed

Transfer of right of control to consignee (Clause 4.)
YES

Declared value for ad valorem rate according to the declaration of the consignor (Clauses 8. and 9.)

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 to the consignee as mentioned above.

Freight amount | Freight payable at | Place and date of issue

Cargo Insurance through the undersigned
☐not covered ☐Covered according to attached Policy

Stamp and signature

For delivery of goods please apply to:

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Standard Conditions (1992) governing the FIATA MULTIMODAL TRANSPORT BILL OF LADING

Definitions
- «Freight Forwarder» means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- «Merchant» means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- «Consignor» means the person who concludes the multimodal transport contract with the Freight Forwarder.
- «Consignee» means the person entitled to receive the goods from the Freight Forwarder.
- «Taken in charge» means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- «Goods» means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. **Applicability**
Notwithstanding the heading «FIATA Multimodal Transport Bill of Lading (FBL)» these conditions shall also apply if only one mode of transport is used.
2. **Issuance of this FBL**
2.1. By issuance of this FBL the Freight Forwarder
a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
b) assumes liability as set out in these conditions.
2.2. Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.
3. **Negotiability and title to the goods**
3.1. This FBL is issued in a negotiable form unless it is marked «non negotiable». It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.
3.2. The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as «shipper's weight, load and count», «shipper-packed container» or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.
4. **Dangerous Goods and Indemnity**
4.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.
4.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.
The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
4.3. If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.
5. **Description of Goods and Merchant's Packing and Inspection**
5.1. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL.
The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.
The Consignor shall remain liable even if the FBL has been transferred by him.
The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.
5.2. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.
6. **Freight Forwarder's Liability**
6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.
6.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.
6.3. Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.
6.4. If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.
6.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a – 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.
7. **Paramount Clauses**
7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.
7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.
7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.
8. **Limitation of Freight Forwarder's Liability**
8.1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.
8.2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.
8.3. Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.
8.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.
8.5. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.
8.6. a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.
b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.
8.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.
8.8. The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.
8.9. The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.
9. **Applicability to Actions in Tort**
These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.
10. **Liability of Servants and other Persons**
10.1. These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.
10.2. In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.
10.3. However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.
10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.
11. **Method and Route of Transportation**
Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.
12. **Delivery**
12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.
12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.
12.3. If at any time the carriage unter this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:
abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.
In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.
13. **Freight and Charges**
13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination.
Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.
13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.
13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.
Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.
13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
13.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.
13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.
14. **Lien**
The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.
15. **General Average**
The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.
16. **Notice**
16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.
16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.
17. **Time bar**
The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.
18. **Partial Invalidity**
If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.
19. **Jurisdiction and applicable law**
Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

The ICC logo denotes that this document has been deemed by the ICC to be in conformity with the UNCTAD/ICC Rules for Multimodal Transport Documents. The ICC logo does not imply ICC endorsement of the document nor does it in any way make the ICC party to any possible legal action resulting from the use of this document.

PLASKE ACADEMY

FIATA FWB – необоротная мультимодальная транспортная накладная

- FWB – транспортный документ, введенный FIATA для использования экспедиторами, действующими как **мультимодальные транспортные операторы**.
- FWB может также выдаваться в качестве морской накладной. Документ является необоротным "non-negoatible".
- FWB признан Международной торговой палатой как соответствующий Правилам UNCTAD/ICC (Комиссии ООН по торговле и развитию/Международной торговой палаты) по мультимодальным транспортным документам, опубликованным ICC в ее публикации № 481. Поэтому, FBL содержит **логотип ICC** наряду с символом национальной ассоциации экспедиторов.
- Выдавая FWB, экспедитор принимает на себя **ответственность за доставку груза до места назначения и за действия всех перевозчиков** и третьих сторон, привлеченных им к выполнению всей перевозки.

PLASKE ACADEMY

Выдавая FIATA FWB экспедитор гарантирует, что:

- Он принял указанный в документе груз и имеет исключительное право распоряжения ими.
- Он принял на себя обязанности по транспортировке груза в соответствии с полученными инструкциями.
- Груз находится в хорошем по внешнему виду состоянии.
- Сведения, содержащиеся в документе, соответствуют полученным инструкциям.
- Ответственность за страхование груза была согласована с грузоотправителем.
- Четко определено, сколько оформлено оригиналов FWB.

PLASKE ACADEMY

FIATA FWB – необоротная мультимодальная транспортная накладная

- Право на оформление и использование FIATA FWB представляется только тем действительным членам Ассоциации, которые являются ассоциированными членами FIATA или обладателями Международного сертификата по качеству ВЕРИТАС.

- Экспедитор, оформляющий FWB, должен застраховать свою ответственность в соответствии с условиями FWB.

- В отличие от коносамента FIATA (FBL), FWB не должна предоставляться грузополучателем для выдачи груза в пункте назначения.

FIATA FFI – форма экспедиторских инструкций

FIATA FORWARDING INSTRUCTIONS FFI

3336 Consignor — 1

Emblem of National Association (approved by FIATA)

1492 Consignor's reference No. — 2

3132 Consignee — 3

3170 Freight Forwarder — 4

3180 Notify party — 5

3238 Country of origin — 6

Documentary credit — 7

Goods ready for shipment
Place
Date — 8

4490 Conditions of sale — 9

8066 Mode of transport — 10

Air / Road / Rail / Sea

Transport insurance — 11

Covered by us
Covered by consignee
To be covered by you

4112 Insurance conditions

6345 Currency and 5011 value insured

3258 Place of destination

7102 Marks & numbers — 12	7224 Number & 7064 type of pkgs.	7002 Description of goods — 13	7357 Commodity code — 14	6292 Gross weight — 15	6322 Cube — 16
				6048 Net net weight	Value

specimen

The goods and instructions are accepted and dealt with subject to the Trading Conditions printed overleaf.

4078 Handling instructions (dangerous goods etc.) — 17

Dimensions/Measurement and weight of each package

1346 Document enclosed: — 18

1160 Document required: — Orig. Copy

4052 Terms of delivery — 19

3410 Place and 2006 date of issue — 20

4426 Authentication — 21

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- FIATA FFI – унифицированная форма инструкции на экспедирование. Разработана и внедрена с целью облегчения и приведения к единым стандартам инструкций выдаваемых экспедитору Клиентом.
- FIATA FFI соответствует ключевым понятиям торговых документов ООН, которые предназначены для создания международного базиса стандартизации документов, используемых в международной торговле.
- FIATA FFI - важный инструмент для улучшения профессиональных стандартов и способствует унификации международной торговли.

FIATA SDT – декларация грузоотправителя на перевозку опасных грузов

FIATA SDT

Emblem of National Association

No.

SHIPPERS DECLARATION FOR THE TRANSPORT OF DANGEROUS GOODS
(approved by FIATA)

Shipper (Name & Address) / Chargeur (Nom & Adresse)

Consignee (Name & Address) / Destinataire (Nom & Adresse)

Forwarder / Transitaire

Ref. nr.

In accordance with the European Agreement concerning the international carriage of Dangerous Goods by Road (ADR), or the provisions of the IMO International Maritime Dangerous Goods (IMDG) Code, or national regulations when applicable giving the precise listing of relevant items to be entered in the transport document.

The undersigned, as principal of the forwarder remits to him together with the order of shipment of Dangerous Goods the following information:

En conformité avec la directive européenne concernant le transport international des marchandises dangereuses par route (ADR), ou les recommandations du l'IMO du code maritime International des marchandises dangereuses (IMDG) ou des informations particulières nationales devant apparaître sur le document de transport.

Le soussigné, commettant du transitaire, lui remet en même temps que l'ordre d'expédition de marchandises dangereuses les renseignements suivants:

Marks and Numbers, Number & Type of Packages, UN No, Proper Shipping Name , ADR or IMO Class, Subsidiary risk, Packing Group, Flashpoint if relevant (in °C) (sea transport only) in accordance with applicable regulations.

Marquage et numéros, nombre et type d'emballage, N° UN, appellation technique, classe ADR ou IMO, risques subsidiaires, groupe d'emballage, point éclair si nécessaire (en °C) (transport maritime seulement) en accord avec les réglementations applicable.

Gross Weight (kg) Net quantity (when required)

Poids brut (kg) Quantité nette (s'il y a lieu)

Specimen

IMO SHIPPER'S CERTIFICATE
I hereby declare that the contents of this consignment are fully and accurately described above by the Proper Shipping Name, and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

DECLARATION DE CHARGEMENT IMO
Je déclare que le contenu de ce chargement est décrit ci-dessus de façon complète et exacte par la désignation officielle de transport et qu'il est convenablement classé, emballé, marqué, étiqueté, muni de plaques-étiquettes et à tous égards bien conditionné pour être transporté conformément aux réglementations internationales et nationales applicables.

ADR/IMO CONTAINER/VEHICLE PACKING CERTIFICATE
I hereby declare that the goods described above have been packed/loaded into the container/vehicle identified above in accordance with the provisions of the IMDG Code or the ADR as applicable.

CERTIFICAT D'EMPOTAGE ADR/IMO DU CONTENEUR/VEHICULE
Je soussigné déclare que les marchandises décrites ci-dessus ont été empotées/chargées dans le conteneur/véhicule identifié ci-dessus conformément aux dispositions applicables du code IMDG ou de l'ADR applicable.

Special remarks
Remarques particulières

Place and date of issue
Lieu et date d'émission

Shippers signature and stamp
Sceau et signature du chargeur

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- FIATA SDT может использоваться при **автомобильной перевозке** (ADR) и при **морской перевозке** (Кодекс IMDG).
- FIATA SDT применяется при международных **железнодорожных перевозках** согласно RID и **при воздушных перевозках** согласно Правилам перевозки опасных грузов IATA (IATA DGR).
- FIATA SDT не заполняется непосредственно экспедитором. В каждом случае FIATA SDT должна быть заполнена и подписана отправителем и затем передана экспедитору.

FIATA SIC – интермодальный весовой сертификат грузоотправителя

Name and address of certifying shipper

Emblem of National Association

FIATA SIC

No.

Shippers Intermodal Weight Certification

Marks and numbers	Number and kind of packages	Description of goods	Gross weight*

Specimen

Container or trailer number (if applicable)

* packaging material (including ice), pallets and dunnage, if not included above

Actual gross cargo weight

The undersigned shipper herewith certifies that the gross weight of the goods listed herein is true and correct and includes all applicable packaging material, pallets and dunnage.

(For shipments to or from USA see notes overleaf)

Place and date of certification

Stamp and signature of certifying shipper

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Отправной точкой для разработки формы FIATA SIC был интермодальный акт США 1992г. о безопасных контейнерах и Поправка к Акту 1996.

- FIATA SIC **заполняется и подписывается грузоотправителем** (клиентом экспедитора), а не самим экспедитором.
- При организации консолидированных контейнерных отправок (FCL), экспедитор сам становится грузоотправителем. В таком случае свой FIATA SIC экспедитор выдает на основании весовых сертификатов, полученных от отправителей мелких партий грузов.

PLASKE ACADEMY

ЗАКАЗ И ПОЛУЧЕНИЕ БЛАНКОВ ДОКУМЕНТОВ И ФОРМ FIATA.

- быть участником национальной АССОЦИАЦИИ и FIATA;
- оформить в АССОЦИАЦИИ Соглашение на право работы с документами и формами FIATA;
- оформить Страхование ответственности экспедитора (для FBL и FWB обязательно)
- подать заявку в национальную АССОЦИАЦИИ указав количество и название документов и форм FIATA
- оплатить выставленный счет согласно калькуляции затрат на издание;
- выдача бланков осуществляется с предоставлением доверенности с последующей регистрацией в соответствующем специальном журнале.

PLASKE ACADEMY

Благодарю за внимание!

Олег Костюк

“ФОРМАГ ГРУП”
Директор