MUTUAL MODAL TRANSPORT BILL OF LADING
TERMS AND CONDITIONS

Definitions

• “Multimodal Transport Operator ("MTO")” means who issues this B/L and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a Carrier.

• “Merchant” includes the Shipper or Consignor, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this B/L, any Person having a present or future interest in the Goods and anyone acting on behalf of any of the abovementioned persons.

• “Shipper or Consignor” means the person who concludes the multimodal transport contract with the MTO.

• “Consignee” means any person for the time being in lawful possession of or lawfully entitled to possession of, this B/L to or in whom rights of suit and/or liability under this B/L have been lawfully transferred or vested.

• “Sub-contractor” includes but is not limited to the owners, charterers and operators of the vessel[s] other than the MTO, as well as stevedores, terminals and groupage operators, road and rail transport operators, warehousers and any independent contractors employed by the Carrier performing the Carriage and any direct or indirect Sub-contractors, servants and agents thereof, whether pursuant to direct private contractual agreements or not.

• “Goods” includes the cargo supplied by the Merchant including live animals as well as Containers, pallets or similar articles of transport or packaging not supplied by the MTO, irrespective of whether such cargo is to be or is carried on or under deck.

• “Container” includes any Container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate Goods and any equipment thereof or connected thereto.

• “Charges” includes freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the MTO and payable by the Merchant.

• “SDR” means Special Drawing Rights as defined by the International Monetary Fund.

1. Applicability

Notwithstanding the heading “Multimodal Transport Bill of Lading”, the conditions set out and referred to in this document shall also apply if only one mode of transport is used.

2. Issuance of this Bill of Lading

2.1. The MTO is not a common carrier and reserve the right to accept or refuse articles for carriage at his sole discretion.

2.2. The Contract evidenced by this B/L is between the Merchant and the MTO, and it is agreed that the MTO only shall be liable under this contract.

2.3. By the issuance of this B/L, the MTO undertake, to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated herein for delivery, and assume liability as set out in these Conditions.

2.4. The MTO shall be responsible for the acts and omissions of its agents or servants when, such agents or servants are acting within the scope of their employment, as if such acts and omissions were its own and also shall be responsible for the acts and omissions of any other person whose services it makes use of in the performance of the contract evidenced by this B/L.

3. Negotiability and Title to the Goods

3.1. This B/L shall be deemed to be negotiable unless it is marked “non-negotiable”. It shall constitute title to the Goods and the holder by endorsement of this B/L shall be entitled to receive or to transfer the Goods herein mentioned.

3.2. The Shipper or Consignor warrants that in agreeing to the term hereof, he is, or has the authority of the person owning or entitled to dispose of the Goods and of this B/L.

3.3. This B/L shall be prima facie evidence of the taken in charge by the MTO of the Goods as herein described in respect of the particulars inserted on the face of the B/L 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 B/L. However, proof to the contrary shall not be admissible when this B/L has been negotiated or transferred for valuable consideration to a third party acting in good faith.

4. Dangerous Goods and Indemnity

4.1. The Merchant shall comply with the 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 Carrier in writing of the exact nature of the danger before Goods of a dangerous nature are taken in charge by the Carrier and indicate to him, if need be the precautions to be taken.

4.2. If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at the 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, and the Merchant shall be liable for all penalties, claims, loss, damage, delay, costs or expenses arising out of their being taken in charge, or their Carriage, or of any services incidental thereto at any time or place.

4.3. If any Good shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the vessel, vehicle or cargo, life or health they may in like manner be unloaded or landed at any place or
5. Description of Goods and Merchant’s packing and inspection

5.1. The Merchant shall be deemed to have guaranteed to the MTO the accuracy, at the time the Goods were taken in charge by the MTO, of the description of the Goods, marks, number, quantity, weight and other particulars furnished to the MTO for Customs, Consular and other purposes, and the Merchant shall indemnify the MTO against all loss, damage, expenses, duties, taxes and fines, arising or resulting from illegal incorrect inaccuracies in or inadequacy of such particulars, even if such inaccuracy or inadequacy is not due to any negligence. The right of the MTO to such indemnity shall in no way limit his responsibility and liability under this B/L to any person other than the Merchant.

5.2. The Merchant also warrants that the Goods are lawful Goods and no contain contraband.

5.3. The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, impost, expenses and losses incurred or suffered by reason thereof or by reason of any illegal incorrect or insufficient marking, numbering or addressing of the Goods.

5.4. Without prejudice to any of the conditions in this B/L the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packaging of Goods or by faulty loading or packaging within Containers and trailers and on flats or by overloading the same, when such loading or packing has been performed by the Merchant or on behalf of the Merchant, or by the defect or unsuitability of the Containers, trailers or flats, when supplied by the Merchant or if supplied by the MTO if a defect or unsuitability of the Container or other transport unit would have been apparent upon reasonable inspection by Merchant. The Merchant shall indemnify the MTO against all loss, damage, liability and expense so caused.

6. Paramount Clauses

6.1. 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 B/L.

6.2. 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 there 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.

6.3. All carriage of Goods by sea and also by inland waterways under this B/L to or from the United States shall have effect subject to the provisions of The Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, “COGSA”). Carriage to or from Canada shall have effect under The Carriage of Goods by Water Act of Canada dated 6th May 1993 (hereafter, “COGWA”).

6.4. Except as may be otherwise specifically provided herein, said laws shall govern before the Goods are loaded on and after they are discharged from the vessel whether the Goods are carried on deck or under deck and throughout the entire time the Goods are in the custody of the MTO.

6.5. The MTO shall be entitled to (and nothing in this B/L shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country and without prejudice to the generality of the foregoing or any law statute or regulation available to the owner of the vessels on which the Goods are carried.

7. Liability

7.1. Port to port shipment

The responsibility of the MTO is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the MTO shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the MTO.

7.2. Combined Transport

The MTO shall be liable for loss of or damage to the Goods between the time when he received the Goods into his charge and time of delivery according to the clause 12. In the event that the laws and port regulations necessarily impose the intervention of a company or agency operations delivery of Goods to the carrier for transport, or the latter to the Consignee, the Carrier is not liable for the period in which the Goods are in the custody of such companies or organizations.

7.3. Exempt of liability

The MTO shall however, be relieved of liability for any loss or damage to the Goods if such loss or damage arose or resulted from

- a) The wrongful act or neglect of the Consignor or the Consignee;
- b) Compliance with the instructions of the person entitled to give them;
- c) The lack of or defective condition of packing in case of Goods which, by their nature, are able to loss, wastage or deterioration or to be damaged when not packed or when not properly packed;
- d) Handling, loading, stowage or unloading of the Goods by the Consignor, the Consignee or any person acting on behalf of the Consignor or Consignee;
- e) Inherent vice of the Goods;
- f) Latent defects in the Goods or in Containers, trailers or flats supplied by the MTO;
- g) Insufficiency or inadequacy of marks or numbers on the Goods or until loads;
- h) Any other cause or event which the MTO could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

7.4. Where the stage of Carriage where the loss or damage occurred cannot be proved:

- a) The MTO shall be entitled to rely upon all exclusions from liability under the rules or legislation that would destroyed or rendered innocuous by the MTO, without liability on the part of the MTO.
have been applied the loss or damage occurred at sea or, if there was no carriage by sea, under The Hague Rules (or COGSA or COGWA if this B/L is subject to USA or Canadian law respectively).

b) Where under above, the MTO is not liable in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable have contributed to the loss or damage.

7.5. Where the stage of Carriage where the loss or damage occurred can be proved by the Merchant:

(i) The liability of the MTO shall be determined by the provisions contained in any international Convention or National Law of the country, which provisions cannot be departed from by private contract to the detriment of the Merchant and would have applied if the Merchant had made a separate and direct contract with the MTO in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international Convention or National Law applicable.

(ii) With respect to the transportation in the USA or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the MTO shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carrier’s contracts of carriage and tariffs and any law compulsorily applicable.

8. **Limitation Amount**

8.1. When the MTO is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods. If there is no invoice value of the Goods, such compensation shall be calculated by reference to the market value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The market value of the Goods shall be fixed according to the current market price, by reference to the normal value of Goods of the same kind and/or quality.

8.2. The MTO 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 kilogram 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 MTO before the Goods have been taken in its charge, or the ad valorem Freight rate paid, and such value is stated in the B/L by him, then such declared value shall be the limit. In such case, if the actual value of the Goods shall exceed such declared value, the liability of the MTO if any shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.3. Unless the nature and value of the Goods shall have been declared by the Merchant and inserted in this B/L and the ad valorem Freight rate paid, the liability of the MTO under COGSA or COGWA, where applicable, shall not exceed USD 500 per package or, in the case of Goods not shipped in packages, per shipping unit.

8.4. Where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) is not compulsorily applicable, the MTO’s liability shall not exceed 2 SDRS per kilo of the gross weight of the Goods lost, damaged.

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 MTO shall be limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the Goods lost or damaged.

8.6. Where a Container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping enumerated in the B/L as packed in such article of transport are deemed packaged or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

8.7. The MTO shall not in any event be liable for an amount greater than the actual loss suffered by the claimant.

9. **Performance of the contract**

9.1. **Sub-contracting**

9.1.1. The MTO shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling, and any and all duties whatsoever undertaken by the MTO in relation to the Goods or Containers or other packages or any other Goods.

9.1.2. For the purpose and subject to the provisions of this B/L, the MTO shall be responsible for the acts and omissions for any person of whose services he makes use for use for the performance of the contract evidenced by this B/L.

9.1.3. Without prejudice to the foregoing or any of the Conditions in this B/L, the Merchant shall indemnify the MTO in respect of any liability which the MTO may be under to any Servant, Agent or Sub-contractor or any Hauler, Carrier, Warehouseman, Stevedores or other people whatsoever at any time involved with the Goods, arising out of any claim made directly against such party by him (the Merchant), or by any person interested in the Goods or by any person whatsoever.

9.2. **Methods and routes of transportation.**

9.2.1. The MTO does not, by the issuance of this B/L, undertake to perform or to procure the performance of the contract evidenced by it by any particular mode or modes of transport.

9.2.2. Pending forwarding or delivery or at any stage of the transport, the Goods may be warehoused or otherwise held at any place or places at the sole discretion of the MTO and at the Merchant’s risk and expense.

9.2.3. The MTO reserves to himself a complete liberty as to the means, route and procedure to be followed in the handling, storage and transportation of the Goods.

9.2.4. The Goods may be carried by any route whatsoever, whether or not the most direct or advertised or customary route, via any ports or places in any order whatsoever and for whatsoever purpose visited.

9.2.5. Anything done in accordance with above or any delay arising there from shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.
9.2.6. The MTO may at any time and without notice to the Merchant comply with any orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority, or having under the terms of any insurance on any conveyance employed by the MTO the right to give orders or directions.

10. Optional Stowage and Deck Cargo
10.1. For the whole or any part of the carriage, the MTO may carry and stow the Goods by means of Containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to consolidate Goods.
10.2. The MTO reserves the right to carry and stow the Goods together with other Goods of every kind, dangerous or otherwise.
10.3. When carried by sea or inland waterways, the Goods may be stowed in poop, forest castle, deckhouse, shelter deck, passenger space, bunker-space or any other covered in space and may be stowed on deck or under deck without notice to the Merchant. All cargo so stowed shall participate in General Average. The MTO shall not be required to make any statement of on deck carriage in this B/L.
10.4. Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck are carried without responsibility on the part of MTO for loss or damage of whatsoever nature during carriage by sea whether caused by sea unseaworthiness or negligence or any other cause whatsoever.

11. Temperature Controlled Cargo
11.1. The Merchant undertakes not to tender for transportation any Goods which require refrigeration, ventilation, temperature control, or any other specialized attention without previously giving written notice (at time of booking and by inserting the word “Temperature Controlled” on the face of the B/L) of their nature and particular temperature range to be maintained or other settings of the thermostatic, ventilation or other special controls to the MTO. Unless it has been given written notice of such, the MTO shall not be responsible for the consequences of perishable cargo transported or for transporting it at higher temperature than that required for the Carriage or for the maintenance of any intended level of humidity inside any Container.
11.2. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, it further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods. The MTO does not accept any responsibility for the temperature or atmosphere settings in Containers not owned or leased by MTO.
11.3. The MTO shall have no liability whatsoever if such refrigerated Goods are carried in a range of plus or minus 2.5 degrees Celsius in regard to any temperature indicated on the face of this B/L.
11.4. The MTO shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of machinery used for refrigeration, ventilation, condensation, controlling the temperature or any other specialized machinery, plant, insulation and/or apparatus of the Container, vessel, conveyance and any other facilities. The Merchant shall indemnify the MTO against all loss, damage, liability or expense so incurred.
11.5. The term “apparent good order and condition” when used in this B/L with reference to Goods which require refrigeration does not mean that the Goods were verified by the MTO when received to check ventilation or other specialized attention, as the carrying temperature, humidity level or other conditions shall be designated by the Merchant.

12. Notification and Delivery
12.1. Any failure to give notification of the arrival of the Goods shall not involve the MTO in any liability nor relieve the Merchant of any obligation hereunder.
12.2. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or its agent in accordance with this B/L or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or regulations applicable at the place of delivery, the Goods must be handed over, or such other place at which the MTO is entitled to call upon the Merchant to take delivery.
12.3. If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the MTO is entitled to call upon the Merchant to take delivery thereof, the MTO shall be entitled without notice to remove from a Container the Goods or that part thereof as aforesaid, aloft, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the MTO in respect of the Goods, including for misdelivery or non-delivery, shall cease and the cost of such storage shall be paid, upon demand, by the Merchant to the MTO.
12.4. The MTO shall not be liable for any failure of the Consignee to take delivery of any Goods transported under this B/L and any costs, consequences, fines, dues, taxes, penalties and levies shall remain entirely the responsibility of the Merchant, including and notwithstanding any and all responsibility towards Authorities as a result of the failure to take delivery, and the Merchant shall be responsible for all costs and expenses.
12.5. The MTO shall also be entitled to store the Goods at the sole risk of the Merchant, and the MTO’s liability shall cease, and the cost of such storage detention and demurrage shall be paid, upon demand, by the Merchant to the MTO.
12.6. Perishable Goods which cannot be delivered either because they are not collected immediately upon arrival or because they are insufficiently addressed or marked or otherwise not readily identifiable, or in opinion of the MTO they are likely to deteriorate, decay, become worthless or incur charges in excess of their value, the MTO may, without prejudice to any other rights which he may have against the Merchant and without notice sell destroy or disposal of the Goods and apply any proceeds of sale in reduction of the sums due to the MTO.
13. Delay
13.1. Unless expressly agree, The MTO does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time and the MTO shall not be liable for any loss or damage caused by delay.
13.2. If notwithstanding the foregoing the MTO is held responsible for the consequences of any delay the MTO’s liability is limited to an amount equal to two and a half times the Freight payable for the Goods affected by the delay unless any lower limitation applies.

14. Notice of Loss
Unless notice of loss of or damage to the Goods and the general nature of it be given in writing to the MTO at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof under this B/L or if the loss or damage be not apparent, within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the MTO of the Goods as described in this B/L.

15. Defences
The defences and limits of ability for in these Conditions shall apply in any action against the MTO for loss of or damage to the Goods whether the action be founded in contract or in tort.

16. Liability of Servants, etc.
16.1. If an action for loss of or damage to the Goods is brought against a servant, agent or any person, he shall be entitled to avail himself to the defenses and limits of liability which the MTO is entitled to invoke under these conditions.
16.2. The aggregate of the amounts recoverable from the MTO and the persons referred to in paragraph 2.4 shall, however, in no case exceed the limits provided for in these Conditions.

17. Cancellation or Variation of Contract
If it shall be considered by the MTO at anytime that the performance or continued performance of the contract evidenced by this B/L may be subject to any hindrance, risk, delay, difficulty or disadvantage arising from the imminence or existence of war, a warlike situation, civil war, riots or civil commotion, blockage, actual or threatened labour trouble, labour obstructions, strikes or lockouts, any legislative or administrative act by the government of any nation or any Department thereof or by any local authority, or any person acting or purporting to act with the authority of such Government, Department or local authority, quarantine, epidemics, ice, bad weather, congestion or any other circumstance whatsoever and wheresoever occurring (whether or not similar to the above, and whether such circumstance existed or where anticipated at the time of entering into this contract), the MTO shall be entitled to cancel this contract or to discharge, transship, land, unload or deliver the Goods at any convenient port or place or to forward them at the sole risk and expense of the Merchant; or otherwise to deal with the Goods as the MTO may think advisable under the particular circumstances, in any such event, the MTO shall entitled to full Freight for the Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

18. Insurance
No insurance will be effected upon express instructions given in writing by the Merchant and all insurances effected by the MTO are subject to the usual exceptions and conditions of the policies of the insurance company as underwriters taking the risk. The MTO shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only and the MTO shall not be under any responsibility or liability whatsoever in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the MTO or paid to the MTO by the Merchant.

19. Freight and charges
19.1. Freight to be paid in cash without discount any reduction or deferment on account of any claim,
counterclaim or set-off and whether prepayable or payable at destination to be considered as earned on receipt of the Goods and not be refunded or relinquished in any event.

19.2. Freight and all other amounts mentioned in this B/L are to be paid in the currency named in the MTO’s invoice or in this B/L or at the option of the MTO in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepayable Freight on the day of dispatch and for Freight payable at destination on the way when the Merchant is notified of arrival of the Goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the MTO on the date of the B/L.

19.3. All dues, taxes and charges or other expenses levied or incurred in connection with the Goods shall be paid by the Merchant. Where equipment is supplied by the MTO, the Merchant shall pay all demurrage and Charges which are not due to a fault or neglect of the MTO.

19.4. The Merchant warrants the correctness of a declaration of contents, insurance, weight, measurement or value of the Goods but the MTO reserves the right to have the contents inspected and the weight, measurement 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 charges, whichever sum is the smaller, shall be payable as liquidate damage to the MTO for his inspection costs and losses of Freight on other Goods notwithstanding any other sum having be in stated on B/L as Freight payable.

19.5. If the Merchant fails to pay the Charges, costs, expenses, duties when due it shall also be liable for the payment of service fees or interest due on any outstanding sum, court costs, reasonable attorney fees and expenses incurred in collecting any sums due to the MTO.

19.6. The payment of Freight and Charges to a person other than the MTO shall not be deemed payment to the MTO and shall be made at the Merchant’s sole risk.

20. Lien
The MTO shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant, and all equipment and appurtenances thereto as well as on any Charges due any person, and any documents relating thereto for any amount whatsoever due at any time to the MTO from the Merchant including but not limited to, General Average contributions, salvage, storage fees and the cost of recovering such sums, inclusive of attorney’s fees. The MTO may exercise its lien at any time, in any place and may enforce such lien in any reasonable manner which it may deem fit.

21. General Average
The Merchant shall defend, indemnify and hold harmless the MTO and any sub-contracted carrier, their agents and servants in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the MTO and shall provide such security as may be required by the MTO in this connection.

22. Both-to-Blame Clause
It is hereby agreed that when Goods are carried by sea or inland waterways, the Merchant shall indemnify the MTO against any claims which may be made on him directly or indirectly under a “both-to-blame” clause contained in any contract entered into between the MTO and any Sub-contractor.

23. Time Bar
In any event, The MTO shall be discharged from all liability under the Terms and Conditions of this B/L unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered. In the even that such time period shall be found contrary to any Convention or Law compulsorily applicable, the period covered by such Convention or Law shall then apply but in that circumstance only.

24. Law and Jurisdiction
Actions against the MTO may be instituted only in the place where the MTO has his place of business and shall be decide according to the law of the country in which that place of business is situated.