FIATA RULES FOR FREIGHT FORWARDING SERVICES

Part I General Provisions

1. APPLICABILITY
1.1. These Rules apply when they are incorporated, however this is made, in writing, orally or otherwise, into a contract by referring to the FIATA Rules for Freight Forwarding Services.
1.2. Whenever such reference is made, the parties agree that these Rules shall supersede any additional terms of the contract which are in conflict with these Rules, except insofar as they increase the responsibility or obligations of the Freight Forwarder.

2. DEFINITIONS
2.1. Freight Forwarding Services means services of any kind relating to the carriage consolidation, storage, handling, packing or distribution of the Goods as well as ancillary and advisory services in connection therewith, including but not limited to customs and fiscal matters, declaring the Goods for official purposes, procuring insurance of the Goods and collecting or procuring payment or evidence of the delivery of the Goods relating to the Goods or in connection therewith.
2.2. Freight Forwarder means the person concluding a contract of Freight Forwarding Services with a Customer.
2.3. Carrier means any person actually performing the carriage of the Goods with his own means of transport (performing Carrier) and any person subject to carrier liability as a result of an express or implied undertaking to assume such liability (contracting Carrier).
2.4. Customer means any person having rights or obligations under the contract of Freight Forwarding Services concluded with a Freight Forwarder or as a result of his activity in connection therewith.
2.5. 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.
2.6. SDR means a Special Drawing Right as defined by the International Monetary Fund.
2.7. Mandatory Law means any statutory law the provisions of which cannot be departed from by contractual stipulations to the detriment of the Customer.
2.8. Time within which a service is performed, unless otherwise agreed, means working days.
2.9. Delivery means services of an intermediary nature, including, but not limited to, accepting, releasing or delivering the Goods.
2.10. Dangerous Goods means Goods which are officially classified as hazardous as well as Goods which are or may become of a dangerous, inflammable, radioactive or damaging nature.

3. INSURANCE
No insurance will be effected by the Freight Forwarder, except upon express instructions given in writing by the Customer. All insurances effective subject to the usual exceptions and conditions of the Policies of the Insurance Company or Underwriter taking the risk. Unless otherwise agreed in writing the Freight Forwarder shall not be under any obligation to effect a separate insurance on each consignment, but may declare them on any open or general Policy held by the Freight Forwarder.

4. HINDRANCES
If at any time the Freight Forwarder’s performance is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the Goods) not arising from any fault or neglect of the Freight Forwarder and which cannot be avoided by reasonable endeavours of the Freight Forwarder, the Freight Forwarder may, at his own discretion, have the carriage in the Goods under the respective contract and, where reasonably possible, make the Goods or any part thereof available for collection at a place where the Freight Forwarder may reasonably consider it 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 the agreed remuneration under the contract and the Customer shall pay any additional costs resulting from the above mentioned circumstances.

5. METHOD AND ROUTE OF TRANSPORTATION
The Freight Forwarder shall carry out his services according to the Customer’s instructions as agreed. If the instructions are inaccurate or incomplete or not according to contract, the Freight Forwarder may at his own risk and expense the Customer act as he deems fit.

6. LIABILITY OF THE FREIGHT FORWARDER'S LIABILITY (EXCEPT AS PRINCIPAL)
6.1. Basis of liability
6.1.1. The Freight Forwarder's duty of care
The Freight Forwarder is liable if he fails to exercise due diligence and take reasonable measures in the performance of the Freight Forwarding Contract. In which case he, subject to Art. 8, shall compensate the Customer for loss of or damage to the Goods as well as for direct financial loss resulting from breach of his duty of care.
6.1.2 No liability for third parties
The Freight Forwarder is not liable for acts and omissions by third parties, such as, but not limited to, Carriers, warehousing, stevedores, agents and authorities and other freight forwarders, unless he has failed to exercise due diligence in selecting, instructing or supervising such third parties.

6.2. Assessment of compensation
The value of the Goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of the Goods of the same kind and quality.

6.3. LOSS OF OR DAMAGE TO THE GOODS
6.3.1. Limitation of liability for delay
The Freight Forwarder shall not be liable for any losses or damages in the Goods or in respect of any mode of transport or service (including any independent contractor) whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder in respect of losses or damage to the Goods shall be limited to an amount equal to the price or, if there is no such price, to the assessed value of the Goods. If the Freight Forwarder is liable in respect of loss following delay, such liability shall be limited to an amount equal to the price or, if there is no such price, to the assessed value of the Goods.

Part III The Customer’s Obligations and Liability

8. UNFORESEEN CIRCUMSTANCES
In the event the Freight Forwarder, in any case of unforeseen circumstances, acts in the best interest of the Customer extra costs and charges have to be borne by the Customer.

9. NO SET-OFF
All amounts due shall be paid without any reduction or deferment on account of any claim, counterclaim or set-off.

10. GENERAL LIEN
The Freight Forwarder shall, to the extent permitted by the applicable law, have a general lien on the Goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Customer including bills of lading and the costs of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

11. INFORMATION
The Customer 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 to him on his behalf.

12. DUTY OF INDEMNIFICATION
The Customer understands and agrees that the Freight Forwarder may use any data related to the Goods or any part thereof that 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 their dangerous character or their value, in order to indemnify the Freight Forwarder from any action or claim by a third party or to prove the circumstances of a loss of or damage to the Goods.

13. THE CUSTOMER’S LIABILITY
The Customer shall be liable to the Freight Forwarder for all loss or damage, costs, expenses and official charges resulting from the Customer’s inaccurate or incomplete information or instructions or the handing over of the Goods to the Freight Forwarder or, in any other way to the Customer.

Part IV Disputes and Mandatory Law

14. JURISDICTION AND APPLICABLE LAW
Unless otherwise agreed, action against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his principal place of business and shall be decided according to the law of the country of that place.

15. MANDATORY RULES
These Rules 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 Freight Forwarding Services.