

Shipper	F B L			
	YU	Fiata Combined Transport		
		BILL OF LADING		
		No.		
		ORIGINAL		
Consigned to order of				
Notify address				
Place of Receipt				
Place of Delivery				
Marks and numbers	Number and kind of packages;	Description of goods	Gross weight	Measurement

according to the declaration of the merchant

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 Combined Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In Witness whereof the original Combined 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 under- signed <input type="checkbox"/> not covered <input type="checkbox"/> Covered according to attached Policy	Number of Original FBL's	Stamp and authorized signature
For delivery of goods please apply to:		

Text authorized by FIATA. Copyright reserved 7.71. The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.

Krcatelj	F B L			
	YU	Fiata teretnica za kombinirani prijevoz		
		Br.		
		ORIGINAL		
Izručiti po naredbi				
Adresa za obavijest				
Mjesto preuzimanja				
Mjesto isporuke				
Oznake i brojevi	Broj i vrsta koleta;	Opis robe	Bruto težina	Obujam

Prema deklaraciji trgovca

Preuzeto u prividno dobrom stanju, ukoliko nije ovdje drukčije naznačeno u mjestu prijema za prijevoz i isporuku kao što je gore označeno.

Jedna od ovih teretnica za kombinirani prijevoz valjano navedena mora biti predana u zamjenu za robu. U dokaz toga originalne teretnice za kombinirani prijevoz, sve istoga sadržaja i datuma, bile su potpisane u dolje navedenom broju primjeraka. Kad jedan primjerak teretnice izvrši svoj zadatak, ostale će se smatrati ništavima.

Iznos vozarine	Vozarina plativa u	Mjesto i datum izdanja
Osiguranje robe putem dolje potpisanog <input type="checkbox"/> nije pokriveno <input type="checkbox"/> pokriveno prema priključenoj polici osiguranja	Broj originala teretnice	Pečat i ovlaštenu potpis
Za isporuku robe izvolite se obratiti na:		

Tekst autoriziran od strane FIATA-e. Roba i upute prihvaćene su i obraduju se na temelju standardnih uvjeta odštampanih na drugoj strani.

Standard Conditions (1970) governing FIATA COMBINED
TRANSPORT BILLS OF LADING

Definitions "Merchant" means and includes the Shipper, the Consignor, the Consignee, the Holder of this Bill of Lading, the Receiver and the Owner of the Goods.

"The Freight Forwarder" means the issuer of this Bill of Lading as named on the face of it.

The headings set forth below are for easy reference only.

CONDITIONS

1. Applicability

Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

2. Issuance of the "Combined Transport Bill of Lading"

2.1 By the issuance of this "Combined Transport Bill of Lading", the Freight Forwarder:

a) undertakes 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 for delivery in this Bill of Lading.

b) assumes liability as set out in these Conditions.

2.2 For the purposes and subject to the provisions of this Bill of Lading, the Freight Forwarder shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract evidenced by this Bill of Lading.

3. Negotiability and title to the goods

3.1 This Bill of Lading shall be deemed to be negotiable, unless marked "non-negotiable".

3.2 By accepting this Bill of Lading the Merchant and his transferees agree with the Freight Forwarder that unless it is marked "non-negotiable" it shall constitute title to the goods and the holder by endorsement of this Bill of Lading shall be entitled to receive or to transfer the goods herein mentioned.

Standardni uvjeti (1970) koji se primjenjuju na FIATA
TERETNICU ZA KOMBINIRANI PRIJEVOZ

Definicije "Trgovac" znači i obuhvaća krcatelja, pošiljaoca, primaoca, imaoća teretnice, prihvatioća robe i vlasnika robe.

"Špediter" znači osobu imenovanu na prednjoj strani, koja je izdala ovu teretnicu.

Niže navedeni naslovi služe samo radi orijentacije.

UVJETI

1. Primjena

Unatoč naslovu "teretnica za kombinirani prijevoz" odredbe koje spominje i na koje se poziva ova isprava primjenjivat će se i onda kad se prijevoz naveden na prednjoj strani ove isprave izvršava samo jednim načinom prijevoza.

2. Izdavanje teretnice za kombinirani prijevoz

2.1 Izdavanjem ove teretnice za kombinirani prijevoz špediter:

a) obvezuje se izvršiti ili pribaviti izvršenje cjelokupnog prijevoza od mjesta gdje je roba preuzeta do mjesta koje je u ovoj teretnici naznačeno za isporuku;

b) preuzima odgovornost kao što je navedeno u ovim uvjetima.

2.2 Za svrhe ove teretnice špediter će biti odgovoran i odgovoran njenim odredbama za djela i propuste svake osobe kojom se služi radi izvršenja ugovora dokazanog pomoću ove teretnice.

3. Prenosivost i pravni naslov za robu

3.1 Ova će se teretnica smatrati prenosivom ukoliko nije označena kao "neprenosiva".

3.2 Primanjem ove teretnice trgovac i osoba na koju je on prenio svoje pravo suglasile su se sa špediterom da će teretnica, ukoliko nije označena kao "neprenosiva", predstavljati pravni naslov za robu, pa će imalac putem indosamenta ove teretnice biti ovlašten primiti ili dalje predati u njoj spomenutu robu.

- 3.3 This Bill of Lading shall be prima facie evidence of the receipt by the Freight Forwarder of the goods as herein described in respect of the particulars inserted on the face of the Bill of Lading, However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.
4. Dangerous Goods and Indemnity
- 4.1 When the consignor hands to the Freight Forwarder goods which are of a dangerous nature, he shall inform the Freight Forwarder of the exact nature of the danger and indicate, if necessary, the precautions to be taken.
- 4.2 Goods of a dangerous nature which the Freight Forwarder did not know were dangerous may, at any time or place, be unloaded, destroyed or rendered harmless, without compensation; further, the Consignor shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.
5. Description of Goods and Merchant's Packing
- 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 the description of the goods, marks, number, quantity and weight as furnished by him, and the Consignor shall indemnify the Freight Forwarder against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Freight Forwarder to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Consignor.
- 5.2 Without prejudice to Clause 6 (A) (2) (d), the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of goods or by faulty loading or packing within containers and trailers and on flats 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, and shall indemnify the Freight Forwarder against any additional expenses so caused.
6. Extent of Liability
- A. 1) The Freight Forwarder shall be liable for loss or damage to the goods occurring between the time when he received the goods into his charge and the time of delivery.

- 3.3 Ova će teretnica stvarati/^{oporivu}predmnjevu da je špediter u pogledu pojedinosti navedenih na njenoj prednjoj strani primio robu onako kao što je opisano u teretnici. Medjutim, protudokaz neće biti dopušten ukoliko je ova teretnica bila prenesena, uz protučinidbu nekoj trećoj stranci koja je postupila u "dobroj vjeri".
4. Opasna roba i naknada štete
- 4.1 Kad pošiljalac preda špediteru robu opasne prirode, obavijestit će špeditera o točnoj prirodi opasnosti, te naznačiti, ako je to potrebno, mjere opreza koje treba poduzeti.
- 4.2 Roba opasne prirode, za koju špediter nije znao da je opasna, može u bilo koje vrijeme i na bilo kojem mjestu biti iskrcana, uništena ili učinjena neopasnom bez naknade štete; nadalje, pošiljalac će biti odgovoran za sve troškove, gubitak ili štetu nastalu zbog toga što je takvu robu predao na prijevoz, ili što je takva roba bila prevezena.
5. Opis robe i trgovčeva ambalaža
- 5.1 Smatrat će se da je pošiljalac, u vrijeme kada je špediter preuzeo robu, garantirao špediteru točnost navoda u pogledu opisa robe, oznaka, broja, količine i težine, kako ih je dao pošiljalac. Pošiljalac će nadoknaditi špediteru svaki gubitak, štetu i troškove koji bi nastali ili proizišli iz netočnosti ili nedostatnosti takvih podataka. Špediterovo pravo na naknadu ni na koji način ne ograničava njegovu odgovornost na osnovi ove teretnice prema bilo kojoj osobi koja nije pošiljalac.
- 5.2 Bez zadiranja u klauzulu 6 (A) (2) (d) trgovac će odgovarati za svaki gubitak, štetu ili oštećenje, koje je posljedica pogrešnog ili nedovoljnog pakovanja robe, ili pogrešnog utovara ili pakovanja u kontenere i kamione, ili na palete, ukoliko je takav utovar ili pakovanje izvršio trgovac, ili je bilo izvršeno u njegovo ime, ili zbog nedostataka ili nepodesnosti kontenera, kamiona ili paleta, ukoliko ih je trgovac pribavio, pa će nadoknaditi špediteru sve time prouzročene dodatne troškove.
6. Opseg odgovornosti
- A. 1) Špediter će biti odgovoran za gubitak ili oštećenje na robi, do koga bi došlo od časa kad je primio robu na čuvanje do časa njene isporuke.

- 2) The Freight Forwarder shall, however, be relieved of liability for any loss or damage 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 the case of goods which, by their nature, are liable to wastage 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 the Consignee;
 - e) inherent vice of the goods;
 - f) insufficiency or inadequacy of marks or numbers on the goods, coverings, or unit loads;
 - g) strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;
 - h) any other cause or event which the Freight Forwarder could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
- 3) Where under paragraph 2 the Freight Forwarder is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this Clause have contributed to the loss or damage.
- 4) The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in (a), (b) and (h) of paragraph 2 shall rest upon the Freight Forwarder. When the Freight Forwarder establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c) to (g) of paragraph 2, it shall be presumed that it was so caused. The Claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.
- B. Notwithstanding anything provided for in other clauses of these Conditions, if it can be proved where the loss or damage occurred, the Freight Forwarder and the Merchant shall, as to the liability of the Freight Forwarder, be entitled to require such liability to be

- 2) Špediter će, međutim, biti oslobođen odgovornosti za svaki gubitak ili oštećenje ako je takav gubitak ili oštećenje nastalo ili proizišlo iz:
- a) protupravnog djela ili propusta pošiljaoca ili primaoca;
 - b) izvršenja uputa osobe koja ih je ovlaštena davati;
 - c) nedovoljnog ili manjkavog pakovanja u slučaju ako se radi o robi koja po svojoj prirodi podliježe rasipanju ili oštećenju ukoliko nije pakovana ili nije ispravno pakovana;
 - d) rukovanja, krcanja, slaganja, ili iskrcaja robe od strane pošiljaoca, primaoca ili bilo koje osobe koja je djelovala u ime pošiljaoca ili primaoca;
 - e) prirodne mane robe;
 - f) nedovoljnih ili neadekvatnih oznaka ili brojeva na robi, ambalaži ili koletima;
 - g) štrajkova, lokauta, prekida ili smanjenja rada iz bilo kojeg razloga, djelomičnog ili općeg;
 - h) bilo kojeg drugog uzroka ili događaja koji špediter nije mogao izbjeći i čije posljedice nije mogao spriječiti postupajući s razumnom pažnjom.
- 3) Tamo gdje špediter prema paragrafu 2. ne snosi nikakvu odgovornost u pogledu nekih od čimbenika koji prouzrokuju gubitak ili oštećenje, bit će odgovoran samo u onom opsegu u kojem su čimbenici za koje je odgovoran prema ovoj klauzuli pridonijeli gubitku ili šteti.
- 4) Teret dokaza da je gubitak ili oštećenje uzrokovano iz jednog ili više uzroka ili događaja navedenih pod (a), (b) i (h) paragrafa 2. leži na špediteru. Kad špediter dokaže da se prema okolnostima konkretnog slučaja gubitak ili šteta mogu pripisati jednom ili više uzroka ili događaja navedenih pod (c) do (g) paragrafa 2, pretpostavlja se da su gubitak ili šteta nastali iz tih uzroka. Tužitelj će imati, međutim, pravo dokazivati da gubitak ili šteta u stvari nisu uzrokovani u cijelosti ili djelomično iz jednog ili više tih uzroka ili događaja.
- B. Bez obzira na bilo što propisano u drugim klauzulama ovih uvjeta, ukoliko se može dokazati gdje je došlo do gubitka ili oštećenja, špediter i trgovac imaju

determined by the provisions contained in any international convention or national law, which provisions

- (i) cannot be departed from by private contract, to the detriment of the claimant, and
- (ii) would have applied if the Merchant had made a separate and direct contract with the Freight Forwarder in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.

7. Paramount Clause

The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th. August, 1924, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea or by inland waterways and such provisions shall apply to all goods whether carried on deck or under deck.

8. Limitation Amount

- 8.1 When the Freight Forwarder is liable for compensation in respect of loss or of damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Consignee in accordance with the contract or should have been so delivered.
- 8.2 The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
- 8.3 Compensation shall not, however, exceed 30 Francs ("Franc" meaning a unit consisting of 65,5 mgs of gold of millesimal fineness 900) per kilo of gross weight of the goods lost or damaged.

9. Delay, Consequential Loss, etc.

Arrival times are not guaranteed by the Freight Forwarder. If the Freight Forwarder is held liable in respect of delay, consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to the double freight for the transport covered by this Bill of Lading, or the value of the goods as determined in Clause 8, whichever is the less.

pravo zahtijevati - u pogledu špediterove odgovornosti - da odgovornost bude prosudjivana prema odredbama sadržanim u bilo kojoj međunarodnoj konvenciji ili nacionalnom zakonodavstvu koje odredbe:

- (i) ne mogu biti uklonjene privatnim ugovorom na štetu tužiteljevu, i sklopio
- (ii) koje bi se primijenile da je trgovac/poseban i direktan ugovor sa špediterom za poseban dio prijevoza na kojemu je nastao gubitak ili šteta, te primio u dokaz toga ugovora bilo koji poseban dokument koji mora biti izdan da bi takva međunarodna konvencija ili nacionalno pravo došlo do primjene.

7. Paramount klauzula

Haška pravila sadržana u Međunarodnoj konvenciji za izjednačenje nekih pravila o teretnicama, donesena u Bruxellesu 25. kolovoza 1924. onako kako su unesena u nacionalno zakonodavstvo zemlje ukrcaja, primjenjivat će se na sve prijevoze robe morem ili unutrašnjim vodom. Ovakve će se odredbe primjenjivati na svu robu, bez obzira da li se prevozi na palubi ili ispod palube.

8. Iznos ograničenja odgovornosti

- 8.1 Kad je špediter obavezan na naknadu štete u pogledu gubitka ili oštećenja robe, naknada će biti izračunata pozivom na vrijednost takve robe na mjestu i u vrijeme kad je roba isporučena primaocu u skladu s ugovorom, ili kad je trebala biti isporučena.
- 8.2 Vrijednost robe odredit će se prema burzovnoj cijeni ili, ako nema takve cijene, prema tekućoj tržišnoj cijeni, ili ako nema niti jedne niti druge cijene, pozivom na normalnu vrijednost robe iste vrste i kvalitete.
- 8.3 Naknada, međutim, neće prijeći 30 franaka ("frank" znači jedinicu koja sadržava 65,5 miligrama zlata čistoće 900/1000) za 1 kg bruto težine izgubljene ili oštećene robe.

9. Zakašnjenje, šteta koja iz toga proizlazi, itd.

Špediter ne garantira vrijeme dolaska robe. Ukoliko je špediter odgovoran za zakašnjenje, ili štetu koja iz toga proizlazi, ili neku drugu štetu koja nije ni gubitak robe ni šteta na robi, špediterova odgovornost bit će ograničena na dvostruki iznos vozarine za prijevoz na temelju ove teretnice, ili na vrijednost robe kako je određena u klauzuli 8, već prema tome koji je iznos manji.

10. Defences

10.1 The defences and limits of liability provided for in these Conditions shall apply in any action against the Freight Forwarder for loss or damage to the goods whether the action be founded in contract or in tort.

10.2 The Freight Forwarder shall not be entitled to the benefit of the limitation of liability provided for in paragraph 3 of Clause 8 if it is proved that the loss or damage resulted from an act or omission of the Freight Forwarder done with intent to cause damage or recklessly and with knowledge that damage would probably result.

11. Liability of Servants and Sub-contractors

11.1 If an action for loss of or damage to the goods is brought against a person referred to in paragraph 2 of Clause 2, such person shall be entitled to avail himself of the defences and limits of liability which the Freight Forwarder is entitled to invoke under these Conditions.

11.2 However, if it is proved that the loss or damage resulted from an act or omission of this person, 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 paragraph 3 of Clause 8.

11.3 Subject to the provisions of paragraph 2 of Clause 10 and of paragraph 2 of this Clause, the aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in paragraph 2 of Clause 2 shall in no case exceed the limits provided for in these Conditions.

12. Method and Route of Transportation

The Freight Forwarder reserves to himself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.

13. Delivery

If delivery of the goods or any part thereof is not taken by the Merchant at the time and place when and where the Freight Forwarder is entitled to call upon the Merchant to take delivery thereof, the Freight Forwarder shall be entitled to store the goods or the part thereof at the sole risk of the Merchant, whereupon the liability of the Freight Forwarder in respect of the goods or that part thereof stored as aforesaid (as the case may be)

10. Prigovori

10.1 Prigovori i ograničenja odgovornosti predviđeni u ovim uvjetima primjenjivat će se kod bilo koje tužbe protiv špeditera radi gubitka ili oštećenja robe bez obzira na to da li se tužba zasniva na ugovoru ili na deliktu.

10.2 Špediter neće imati prava na ograničenje odgovornosti sadržano u paragrafu 3, klauzule 8, ako se dokaže da je gubitak ili šteta posljedica špediterovog djela, ili propusta izvršenog s namjerom da šteta nastane, ili bezobzirnošću i sa znanjem o vjerojatnom nastanku štete.

11. Odgovornost osoba kojima se špediter služi i podugovarača špediterovih

11.1 Ako je tužba za gubitak ili oštećenja na robi podnesena protiv osobe navedene u paragrafu 2. klauzule 2, takva osoba ovlaštena je staviti prigovore i pozvati se na ograničenja odgovornosti na koja se je špediter ovlašten pozvati prema ovim uvjetima.

11.2 Međutim, ako se dokaže da je gubitak ili oštećenje nastalo iz propusta te osobe ili djela izvršenog s namjerom da šteta nastane ili bezobzirno^{scu} i sa znanjem da bi šteta mogla vjerojatno nastati, takova osoba nije ovlaštena ograničiti odgovornost po paragrafu 3. klauzule 8.

11.3 Prema odredbama paragrafa 2. klauzule 10. i paragrafa 2. ove klauzule ukupan iznos naknativ od špeditera i od osoba navedenih u paragrafu 2. klauzule 2. u nikojem slučaju ne može prijeći ograničenja predviđena u ovim uvjetima.

12. Metode i pravci prijevoza

Špediter pridržava razumnu slobodu u pogledu sredstava, puta i postupka koji treba primjenjivati kod rukovanja, uskladištenja i prijevoza robe.

13. Predaja

Ukoliko trgovac ne primi robu ili dio robe u vrijeme i na mjestu gdje je špediter ovlašten zatražiti od trgovca prijem robe, špediter je ovlašten uskladištiti robu ili njen dio na isključivi rizik trgovca. Nakon toga špediterova odgovornost u pogledu robe,

shall wholly cease and the cost of such storage (if paid by or payable by the Freight Forwarder or any agent or sub-contractor of the Freight Forwarder) shall forthwith upon demand be paid by the Merchant to the Freight Forwarder.

14. Freight and Charges

- 14.1 Freight to be paid in cash without discount and, whether prepayable or payable at destination, to be considered as earned on receipt of the goods and not to be returned or relinquished in any event.
- 14.2 Freight and all other amounts mentioned in this Bill of Lading are to be paid in the currency named in the Bill of Lading 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 prepayable freight on the day of dispatch and for freight payable at destination on the day 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 Freight Forwarder on the date of the Bill of Lading.
- 14.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.
- 14.4 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 causes by war, warlike operations, epidemics, strikes, government directions or force majeure.
- 14.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder reserves the right to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found 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 damage to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on the Bill of Lading as freight payable.

15. Lien

The Freight Forwarder shall have a lien on the goods for any amount due under this Bill of Lading including storage

ili onog dijela koji je uskladišten kao što je naprijed navedeno (već prema tome kakav je slučaj) u potpunosti prestaje, a troškove ovakvog uskladištenja (ukoliko ih je platio ili ih treba platiti špediter, ili bilo koji špediterov agent ili podugovarač) trgovac će odmah na zahtjev platiti špediteru.

14. Vozarina i troškovi

- 14.1 Vozarina mora biti plaćena u gotovu, bez diskonta, te se - bez obzira da li je plativa unaprijed, ili je plativa na odredištu - smatra zaslužnom u času prijema robe, te neće biti ni u kojem slučaju vraćena, niti će se smatrati da se špediter nje odrekao.
- 14.2 Vozarina i svi drugi iznosi navedeni u ovoj teretnici moraju biti plaćeni u valuti naznačenoj u teretnici ili, prema špediterovom izboru, u valuti zemlje otpreme ili odredišta po najvišem tečaju za bankovne mjenice po vidjenju koje su u prometu za unaprijed plativu vozarinu na dan otpreme, kao i za vozarinu plativu na odredištu na dan kad je trgovac obaviješten o dolasku robe tamo, ili na dan preuzimanja naloga za isporuku, već prema tome koji tečaj je viši, ili po špediterovom izboru na dan izdanja teretnice.
- 14.3 Trgovac će platiti sve dažbine, takse, troškove i druge izdatke u vezi s robom.
- 14.4 Trgovac će naknaditi špediteru, u razmjeru s iznosom vozarine, sve troškove skretanja ili zakašnjenja, ili svako drugo povećanje troškova bilo koje prirode prouzrokovano ratom, ratnim operacijama, epidemijama, štrajkovima, vladinim odredbama ili višom silom.
- 14.5 Trgovac jamči ispravnost deklaracije u pogledu sadržaja, osiguranja, težine, obujma ili vrijednosti robe, ali špediter pridržava pravo da pregleda sadržaje, te da provjeri težinu, obujam ili vrijednost. Ukoliko se takvim pregledom ustanovi da deklaracija nije ispravna, stranke su suglasne da će špediteru isplatiti radi naknade štete za njegove troškove pregleda i gubitka vozarine za drugu robu, bez obzira na bilo koji drugi iznos naveden u teretnici kao plativa vozarina, svotu koja predstavlja ili peterostruku razliku između ispravnog iznosa i zaračunate vozarine, ili dvostruku ispravnu vozarinu umanjenu za zaračunatu vozarinu, već prema tome koja je svota manja.

15. Založno pravo

Špediter ima založno pravo na robu za svaki iznos koji mu se duguje prema ovoj teretnici, uključivši skladiš-

fees and for the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

16. 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.

17. Notice

Unless notice of loss of or damage to the goods and the general nature of it be given in writing to the Freight Forwarder or the persons referred to in Clause 2, paragraph 2 above, 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 Bill of Lading, or if the loss or damage be not apparent, within six consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this Bill of Lading.

18. Time Bar

The Freight Forwarder shall be discharged of all liability under the rules of these Conditions unless suit is brought within nine months after delivery of the goods. In the case of total loss of the goods, the period shall begin to run two months after the goods have been taken in charge by the Freight Forwarder.

19. Jurisdiction

Actions against the Freight Forwarder may only be instituted in the country where the Freight Forwarder has his principal place of business and shall be decided according to the law of such country.

ninu, kao i za troškove naplate ovih iznosa, te može ostvariti to pravo na svaki razuman način koji smatra podesnim.

16. Zajednička avarija

Trgovac će odštetiti špeditera u pogledu svih potraživanja iz zajedničke avarije koja bi protiv njega bila istaknuta, te će mu osigurati onakvu zaštitu kakvu bi špediter u vezi s tim zatražio.

17. Protest

Ukoliko obavijest o gubitku ili oštećenju na robi i općoj prirodi oštećenja ne bi bila dana pismeno špediteru ili osobama navedenim u klauzuli 2. paragrafu 2. na mjestu predaje prije ili u vrijeme preuzimanja robe na čuvanje od osobe ovlaštene na predaju prema ovoj teretnici, ili ukoliko gubitak ili oštećenje nisu vidljivi unutar šest neprekidnih dana nakon toga, takvo preuzimanje će biti oboriva predmnjeva da je špediter predao robu prema navodima iz ove teretnice.

18. Zastara

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Špediter će biti oslobođen/odgovornosti prema odredbama ovih uvjeta ukoliko nije podignuta tužba u vremenu od devet mjeseci nakon predaje robe. U slučaju potpunog gubitka robe, ovo razdoblje počinje teći dva mjeseca nakon što je špediter robu preuzeo.

19. Nadležnost

Tužbe protiv špeditera mogu biti podignute samo u zemlji u kojoj špediter ima svoje glavno poslovno sjedište, te će se prosudjivati prema pravu te zemlje.

Preveo: Z.K.