

COMBINED TRANSPORT BILLS OF LADING

Containerized movement of goods may involve more than one mode of transport, i.e. cargo transported by truck to a dock for shipment on board a vessel. This kind of movement is also referred to as "intermodal" or "multi-modal" transport. The entire carriage is covered by one single transport document rather than two or three different bills of lading. This type of bill of lading also known as "through bill of lading" is normally issued by container shipping lines.

FIATA COMBINED TRANSPORT BILLS OF LADING

The FIATA combined bill of lading was developed by The International Federation of Forwarding Agents (FIATA).

This form is approved by the International Chamber of Commerce and its members are authorized to issue it.

LINER BILLS OF LADING

Liner bills of lading are issued by shipping lines whose vessels have regular specific routes and sailing schedules.

CHARTER PARTY BILLS OF LADING

Where the shipper charters a ship or part of the ship, the charterer will issue a charter party bill of lading. It must be noted that this kind of document is not issued by the owner of the vessel but by the charterer. He/she may not necessarily be financially solvent nor responsible for problems that may occur with the cargo.

LETTERS OF INDEMNITY

At considerable risk, undesirable clauses on the bill of lading can be avoided by the shipper offering an indemnity to the carrier. By accepting such indemnity (which releases the carrier of any liability in reference to the apparent condition of the goods), the carrier is hiding facts that the consignee has the right to know. Consequently the seller is deceiving the buyer. The International Chamber of Commerce strongly opposes this practice.

In the case of a difference of opinion between the shipper and the carrier regarding quantities, a bill of lading may carry a clause such as: "one package in dispute if on board to be delivered". Clauses of this nature only reflect a difficulty in ascertaining the correct number of packages shipped. However, this kind of clause does not make the bill of lading "unclean".

TRUCK AND RAIL BILLS OF LADING

A truck or rail bill of lading simply designates the mode of transportation the shipment will take. It can be defined as a receipt for goods and a document of delivery and is not a document of title. They will bear all the necessary data such as names and addresses of shipper and consignee, number of packages, description of goods etc. (See exhibits 6, 6A, 7 and 7A at the end of Part I.)

AIRWAYBILL

The airwaybill is not a document of title and is not negotiable. It merely represents a receipt for goods and a document of delivery.

The form carries a pre-printed airline identification number with the first three digits identifying the specific airline carrying the shipment.

The purpose of the airwaybill can be summarized as follows:

- proof of receipt of goods;
- contract of carriage;
- handling, dispatching and delivery instructions;
- freight bill.

CERTIFICATE OF ORIGIN

The certificate of origin is the document by which the exporter will attest to the country of origin of the goods. It is widely recognized that only the exporter or manufacturer is in a position to know the origin of the goods being exported. (See exhibits 8 and 8A at the end of Part I.)

The purpose of proof of origin is to determine if the exporting country is a beneficiary of preferential tariffs in the importing country. Generally this benefit is extended to developing countries.

In addition to the country of origin, the basic data required in a certificate of origin includes product description, shipping details and consignment information. However, some countries have a mandatory standard form which in most cases requires information regarding not only the good's country of origin but their value and costs of packing, freight and insurance. A typical example is the CARICOM (Caribbean Common Market) Invoice of value and origin. (See exhibits 9 and 9A at the end of Part I.)