

BILL OF LADING

B/L No.

Reference No.

Shipper

Consignee

Notify address

Vessel

Port of loading

Port of discharge

Shipper's description of cargo

Gross weight

ARCHIVE

(of which on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY dated

FREIGHT ADVANCE. Received on account of freight:

on which insurance and interest has been paid by the Charterers

STATEMENT OF FACTS:

Arrived

Notice of readiness given

Loading commenced

Loading completed

SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at	Place and date of issue
Number of original Bs/L	Signature

# BILL OF LADING

TO BE USED FOR SHIPMENTS UNDER THE "FERTISOV" CHARTER PARTY  
CODE NAME: "FERTISOVBILL"

## Conditions of Carriage.

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, are herewith incorporated, including Arbitration Clause. The Carrier shall in no case be responsible for loss of or damage to cargo arisen prior to loading and after discharging.

(2) **Paramount Clause.**

The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels, the 25th August 1924, as enacted in the country of shipment shall apply to the contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

(3) **General Average.**

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974 or any modification thereof. Cargo's contribution to General Average shall be paid to the Owners even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Netherlands Commercial Code, Art. 700, and the Belgium Commercial Code, Part II, Art. 148.

(4) **New Jason Clause.**

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

(5) **Both-to-Blame Collision Clause.**

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight,  
destination, etc., see overleaf.