

C 1.8

Colliery
Railway
Dock
Works

Weight, Weight shipped and quality unknown.

BILL OF LADING
THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE
GERMAN COAL CHARTER 1957
CODE NAME: GERMANCON - NORTH

CARGO

tons on fore deck	
tons on aft deck	
tons in	Hold
tons in	do.
tons in	do.
tons in	do.
tons in	do.
tons in	do.
tons ni	do.

Total _____ Tons.

COALS ON BOARD FOR VESSEL'S USE
INDEPENDENT OF CARGO

tons in	
tons in	
tons in bunkers supplied	
tons in bunkers on arrival	

Total _____ Tons on sailing

RECEIVED on account of Freight

say

on which Insurance and interest have been paid.

SHIPPED at _____ in good order and condition by _____

of _____ in and upon the good _____

Vessel called the _____ whereo _____

is Master for this present voyage, and bound for _____

(The Vessel has liberty to tow and to assist Vessels in distress and to deviate for the purpose of saving life or property, to sail without pilots and to call at any ports in any order, for bunkering or other purposes, or adjust compass and/or radio equipment and reasonable exercise of any of these liberties shall not be deemed to be a departure from the contractual route.)

a cargo of _____ of _____

tons Colliery } weight, weight shipped and quality unknown
Railway }
Dock }
Works }

which are to be delivered in the like good order and condition at the said Port of _____

unto _____

or _____ Assigns, he or they paying Freight for the _____

same as per Charterparty dated _____

_____ all the terms, conditions and exceptions contained in which Charterparty are herewith incorporated.

General Average payable according to York-Antwerp Rules, 1974.

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 Belgian Commercial Code, Part II, Art. 146.

General Paramount Clause. This Bill of Lading shall have effect subject to the provisions of any legislation relating to the carriage of goods by sea which may be in force in the Netherlands or in any other country to which the provisions of this Bill of Lading apply. Any such legislation shall be deemed to be incorporated herein, but nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities thereunder. If any term of this Bill of Lading be repugnant to any enactment to any legislation by this clause incorporated, such term shall be void to that extent but no invalidity of any other term of this Bill of Lading shall operate to nullify or deprive of effect any other provision of this Bill of Lading.

Sea-to-Sea Collision Clause. In the event of collision with another ship, the Vessel comes into collision with another ship as a result of the negligence of the other ship, the Vessel, 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 by the Carrier or the other or non-carrying ship or her owners. The provisions of this clause 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.

Amended Jasson Clause. In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract, or otherwise, the cargo shippers, consignees, or owners of the cargo shall contribute with the Carrier in the proportion of their respective shares in the value of the cargo, to the expenses incurred by the Carrier in the salvage and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the salvaging ship or ships belong to strangers.

IN WITNESS whereof The Master or Agent of the said Vessel has signed _____ Bill of Lading.

all of this tenor and date, drawn as a set and consecutively numbered, any one of which being accomplished the others shall be void.

Dated in _____ day of _____