


Shipper (full style and address)	<b>BIMCO BILL OF LADING</b> <b>CODE NAME: GRAINCONBILL</b>		
Consignee (full style and address)	To be used for shipments chartered on the GRAINCON Charter		
Notify Party (full style and address)	B/L No.:	Reference No.:	
	Vessel:		
	Port of loading:		
	Port of discharge:		
<b>PARTICULARS DECLARED BY THE SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER</b>			
Shipper's description of cargo	Gross weight, kg		
<p><b>SHIPPED</b> on board the Vessel at the Port of Loading in apparent good order and condition (unless stated otherwise herein) the cargo as specified above, weight, measure, quality, quantity and value unknown, for carriage to the Port of Discharge or so near thereto as the Vessel may safely get, to be delivered in the like good order and condition at the Port of Discharge unto the lawful holder of the Bill of Lading, on payment of freight as indicated to the right.</p> <p>IN WITNESS whereof the Carrier, Master or their Agent has signed the number of original Bills of Lading indicated to the right, all of this tenor and date, any of which being accomplished the others shall be void.</p> <p>FOR CONDITIONS OF CARRIAGE SEE PAGE 2</p>	Issued pursuant to CHARTER PARTY dated:  Freight payable in accordance therewith. FREIGHT ADVANCE.		
Signature ..... Carrier or, for the Carrier	Received on account of freight:  Freight payable at:		
..... as Master (Master's name/signature)	Number of original Bills of Lading:		
..... as Agents (Agent's name/signature)	Place and date of issue:		

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# BILL OF LADING

TO BE USED FOR SHIPMENTS UNDER THE GRAINCON CHARTER  
CODE NAME: **GRAINCONBILL**  
EDITION 2003

## Conditions of Carriage.

(1) All terms and conditions, liberties and exceptions of the GRAINCON Charter, dated as per Page 1, including the War Risks Clause (Cl. 38) and the Dispute Resolution Clause (Cl. 42), are hereby expressly incorporated. If this Contract covers a transport for which no Charter Party has been agreed, the terms of the GRAINCON Charter shall be deemed to be incorporated in this Bill of Lading.

(2) **General Paramount Clause.**

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Bill of Lading. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Bill of Lading.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Bill of Lading.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

(3) **General Average.**

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof.

If the adjustment of General Average or the liability for any collision in which the Vessel is involved while performing the carriage under the terms of this Bill of Lading which govern the transportation of the cargo described on Page 1 of this Bill of Lading, falls to be determined in accordance with the law and practice of the United States of America, the following clauses shall apply:

(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 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 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 cargo.

If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agent, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Carrier before delivery.

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

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel 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 vessel 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 the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or the Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

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