



# GRAINCONBILL 2016

**BILL OF LADING**

To be used for shipments under the GRAINCON charter party

**Page 1**

Shipper	Bill of Lading No.	Reference No.
Consignee	Vessel	
Notify address	Port of loading	
	Port of discharge	
Shipper's description of cargo	Gross weight, kg	

**PARTICULARS DECLARED BY THE SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER**

Issued pursuant to CHARTER PARTY dated:  Freight payable in accordance therewith	<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 left.	
FREIGHT ADVANCE Received on account of freight:	IN WITNESS whereof the Master or Owner or Charterer or Agent has signed the number of original Bills of Lading indicated below, all of this tenor and date, any of which being accomplished the others shall be void.  FOR CONDITIONS OF CARRIAGE SEE PAGE 2	
Freight payable at	Place and date of issue	Number of original Bills of Lading

Signature:.....(Master\*/Agent\*/Owner\*/Charterer\*)

*\*Delete as appropriate*

If signed by an Agent indicate with a tick  whether for and on behalf of:

Master; or

Owner .....(insert name); or

Charterer .....(insert name)

Agent .....(insert name)

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### Page 2

#### 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 deemed expressly incorporated. If this Contract covers a transport for which no Charter Party has been agreed, the terms of the GRAINCON Charter Party shall be deemed to be incorporated in this Contract.

(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 Contract. 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 Contract.

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 Contract. 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) **International Group of P&I Clubs/BIMCO Himalaya Clause for bills of lading and other contracts 2014**

(a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers; stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.

(b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.

(c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the carrier, who shall be entitled to enforce the same against the Merchant.

(d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and

(ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, it will indemnify the Carrier against all consequences thereof.

(e) For the purpose of sub-paragraphs (a)-(d) of this clause the carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are its Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

(4) **General Average**

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 2016 in London unless another place is agreed in the Charter Party.

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:

(5) **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 the 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 salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or its 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 cargo, shippers, consignees or owners of the goods to the Carrier before delivery.

(6) **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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of 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.