



HYDROBILL 2017

BILL OF LADING
To be used with HYDROCHARTER 2017 **PAGE 1**

Shipper		Bill of Lading no.		FDL no.	
Consignee		Vessel			
Notify address		Loading Port			
		Discharging Port			
Marks	Order no.	Number of packages and description of packages and cargo		Gross weight	Net weight
(which are to be delivered in the like good order and condition at the Discharging Port)					
<p>SHIPPED at the Loading Port in apparent good order and condition on the Vessel for carriage to the Discharging Port or so near thereto as the Vessel may safely get the goods specified above.</p> <p>Weight, measure, quality, quantity, condition, contents and value unknown.</p> <p>IN WITNESS whereof the Master or Owner or Charterer or Agent of the 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.</p> <p>FOR CONDITIONS OF CARRIAGE SEE PAGE 2</p>					
Freight and demurrage payable as per CHARTER PARTY dated		Place and date of issue		Number of original Bills of Lading	
<p>Signature: (Master*/Agent*/Owner*/Charterer*)</p> <p><i>*Delete as appropriate</i></p> <p>If signed by an Agent, please tick off whether this has been done for and on behalf of:</p> <p><input type="checkbox"/> Master; or</p> <p><input type="checkbox"/> Owner (insert name); or</p> <p><input type="checkbox"/> Charterer (insert name)</p> <p>Agent (insert name)</p>					

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Conditions of Carriage

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the governing law and jurisdiction clauses, are herewith incorporated.

(2) Paramount

- (a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 1924 as amended by the protocol of 1968 (the "Hague-Visby Rules") and the protocol of 1979 (the "SDR Protocol") shall apply to this contract, and the carrier and owners of the cargo are entitled to the benefit of all privileges and immunities contained therein.
- (b) In trades where the responsibility provisions of the Norwegian Maritime Code are compulsorily applicable, they shall apply to this contract. In trades where the responsibility provisions of the law of any other country are compulsorily applicable to this contract, such provision shall apply.
- (c) In all trades cargo carried on deck and cargo in the carrier's custody prior to loading and after discharging shall be subject to the same terms as above provided for cargo under deck and for the carriage itself.
- (d) The provisions of this contract shall prevail over those of any legislation unless such is compulsory.

(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 article 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 and New Jason Clause

- (a) General average shall be adjusted, stated and settled in Oslo according to the York-Antwerp Rules 2016.
- (b) If general average is to be adjusted in accordance with the law and practice of the United States of America, the following clause shall apply:

"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 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 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 its 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 its owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or its 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 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 page 1