

Shipper

Reference No.

BILL OF LADING

to be used with Charter Parties for Apatite Ore and Apatite Concentrate shipments from Murmansk
Code Name: "MURMAPATITBILL"
Issued October, 1970

Consigned to order of

Notify address

Vessel Port of loading

Port of discharge Number of original Bs/L

Description and weight of cargo

APATITE

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 in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or to such other port as the Charterers, in accordance with the Charter Party, may have the right to order the Vessel or so near thereto as she may safely get, the quantity of the cargo in bulk specified above which shall be delivered in the like good order and condition at the aforesaid port of discharge unto the Consignee or his or their order. Weight, quality, condition and value unknown.

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

For Conditions of Carriage see overleaf.

Place and date of issue

Signature

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 shall be adjusted, stated and settled according to York-Antwerp Rules, 1950.

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 consequence 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.