**REF: LED XXXX**

 **Page 2**

Signature & stamp (Merchant)

Signature (Carrier)

|  |  |
| --- | --- |
|  1. BrokersxXx | **“CONLINEBOOKING” LINER BOOKING NOTE** |
| 2. Place and dateSaint Petersburg , th.  2019 |
| 3. CarriersOWNRS: Crystal Alliance Russia, 690091 Vladivostok, st. Pogranichnaya 15 V / office 303  DISP OWNRS: XXX | 4. Merchant (clause 1)*(Please advise)* – *sub owners approval* |
| 5. Vessel’s nameMv” CRYSTAL VLADIVOSTOK” or subAs per attached description | 6. Time for shipment (about)16-17 December 2019, agw wp |
| 7. Loading port (or so near thereunto as the vessel may safely getand lie always afloat)1 gsb aaaa ХХХХ swellfree sub checking nautical restrictions - charterers berth. | 8. discharging port1 gsb aaaa XXXX swellfree sub checking nautical restrictions - charterers berth. |
| 10. Freight rate (also indicate whether prepayable or payable at destination)USD/ EUR XXXXX Lumpsum FIOS / H/H LILO/ FILO  | 9. description of goods (As per attached packing list) |
|  | 11. Detention rate (if agreed)EUR XXXX,- per day pro rata |
|  | 12. Merchant’s representative at loading port (state full name and address, telegraphic address, telephone and telex(Please advise) |
|  | 13. Special terms, if agreedAS PER RIDER ATTACHED |

##

## It is hereby agreed that this Contract shall be performed subject to the terms contained on Page 1 and 2 hereof which shall prevail over any previous arrangements and which shall in turn be superseded (except as to deadfreight and demurrage) by the terms of the Bill of Lading, the terms of which (in full or in extract) are found on the reverse side hereof.

FULL LINER TERMS OF THE CARRIER’S BILL OF LADING FORM\* Page 1

### Definition

Wherever the term “Merchant” is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the cargo.

### General 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 this 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.

*Trades where Hague-Visby Rules apply.*

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 – The Hague-Visby Rules – apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The Carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another Carrier, and to deck cargo and live animals.

### Jurisdiction.

Any dispute arising under this Bill of Lading shall be decided in the country where the Carrier has his principal place of business, and the law of such country shall apply except as provided elsewhere herein.

### Period of Responsibility.

The Carrier or his Agent shall not be liable for loss of or damage to the goods during the period before loading and after discharge from the vessel, howsoever such loss or damage arises.

### The Scope of Voyage.

As the vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including maintenance of vessel and crew.

1. Substitution of Vessel, Transhipment and Forwarding. Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to tranship, land and store the goods either on shore or afloat and reship and forward the same at Carrier’s expense but at Merchant’s risk. When the ultimate destination at which the Carrier may have engaged to deliver the goods is other than the vessel’s port of discharge, the Carrier acts as Forwarding Agent only.

The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

### Lighterage.

Any lightering in or off ports of loading or ports of discharge to be for the account of the Merchant.

### Loading, Discharging and Delivery

of the cargo shall be arranged by the Carrier’s Agent unless otherwise agreed.

Landing, storing and delivery shall be for the Merchant’s account.

Loading and discharging may commence without previous notice.

The Merchant or his Assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and – but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and deadfreight is to be paid.

The Merchant or his Assign shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver and – but only if required by the Carrier

– also outside ordinary working hours notwithstanding any custom of the port. Otherwise the carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfilment of the contract, or alternatively to act under Clause 16.

The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above.

If the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction.

The Merchant shall accept his reasonable proportion of unidentified loose cargo.

### Live Animals and Deck Cargo

shall be carried subject to Hague Rules as referred to in Clause 2 hereof with the exception that notwithstanding anything contained in Clause 19 the Carrier shall not be liable for any loss or damage resulting from any act, neglect or default of his servants in the management of such animals and deck cargo.

1. **Options.**

The port of discharge for optional cargo must be declared to the vessel’s Agents at the first of the optional ports not later than 48 hours before the vessel’s arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

1. **Freight and Charges.**
	1. Prepayable freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event. The Carrier’s claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred.

Interest at 5 per cent, shall run from the date when freight and charges are due.

* 1. The Merchant shall be liable for expenses of fumigation and of gathering sorting loose cargo and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.
	2. Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the vessel shall be paid by the Merchant.
	3. The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through non-observance of Custom House and/or import or export regulations.
	4. The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified.

### Lien.

The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims.

### Delay.

The Carrier shall not be responsible for any loss sustained by the Merchant through delay of the goods unless caused by the Carrier’s personal gross negligence.

### General Average and Salvage.

General Average to be adjusted at any port or place at Carrier’s option and to be settled according to the York-Antwerp Rules 1974. 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 Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

1. **Both-to-Blame Collision Clause**. (This clause to remain in effect even if unenforcible in the Courts of the United States of America).

If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the said goods paid or payable by the other or non-carrying vessel or her Owner to the owner of the said cargo and set-off, or recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator 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.

### Government directions, War, Epidemics, Ice Strikes etc.

1. The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.
2. Should it appear that the performance of the transport would expose the vessel or any goods on board to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port.
3. Should it appear that epidemics, quarantine, ice - labour troubles, labour obstructions, strikes, lockouts, any of which onboard or on shore – difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port.
4. The discharge under the provisions of this clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfilment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the goods.
5. If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter

the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued.

f). The Merchant shall be informed if possible.

### Identity of the Carrier.

The contract evidenced by the Bill of Lading is between the Merchant and the Owner of the vessel named herein (or substitute) and it is therefore agreed that said Shipowner only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel’s seaworthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and/or bailee of the goods shipped hereunder, all limitations of, and exonerations from, liability provided for by law or by this Bill of Lading shall be available to such other.

It is further understood and agreed that as the Line Company or Agents who has executed this Bill of Lading for and on behalf of the Master is not a principal in the transaction, said Line, Company or Agents shall not be under any liability arising out of the contract of carriage, nor as Carrier nor bailee of the goods.

### Exemptions and Immunities of all servants and agents of the Carrier.

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions 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 person who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this Bill of Lading.

The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other from such servant or agent of the Carrier for any such loss, damage or delay or otherwise.

### Optional Stowage. Unitization.

1. Goods may be stowed by the Carrier as received, or, at Carrier’s option, by means of containers, or similar articles of transport used to consolidated goods.
2. Containers, trailers and transportable tanks, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.
3. The Carrier’s liability for cargo stowed as aforesaid shall be governed by the Hague Rules as defined above notwithstanding the fact that the goods are being carried on deck and the goods shall contribute to general average and shall receive compensation in general average.

## **Shipper-Packed Containers, trailers, transportable tanks, flats and pallets.**

1. If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or dam- age to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or ex- pense has been caused by:
2. negligent filling, packing or stowing of the container;
3. the contents being unsuitable for carriage in container; or
4. the unsuitability or defective condition of the container un- less the container has been supplied by the Carrier and the unsuitability or defective condition would not have been ap- parent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.
5. The provisions of sub-clause (i) of this Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.
6. The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trail- ers supplied by the Merchant.

##  **Return of Containers.**

1. Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier’s tariff or elsewhere.
2. The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention in- curred by or sustained to containers, pallets or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

### ADDITIONAL CLAUSES

(To be added if required in the contemplated trade).

### Demurrage.

The Carrier shall be paid demurrage at the daily rate per ton of the vessel’s gross register tonnage as indicated on Page 2 if the vessel is not loaded or discharged with the dispatch set out in Clause 8, and delay in waiting for berth at or off port to count, provided that if the delay is due to causes beyond the control of the Merchant, 24 hours shall be deducted from the time on demurrage.

Each Merchant shall be liable towards the Carrier for a proportionate part of the total demurrage due based upon the total freight on the goods to be loaded or discharged at the port in question.

No Merchant shall be liable in demurrage for any delay arisen only in connection with goods belonging to other Merchants.

The demurrage in respect of each parcel shall not exceed its freight.

(This clause shall only apply if the Demurrage Box on Page 2 is filled in).

### U.S. Trade. Period of Responsibility

In case the Contract evidenced by this Bill of Lading is subject to the U.S. Carriage of Goods by Sea Act, then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the goods are in the Carrier’s custod

**\* LINER BILL OF LADING**

(Liner terms approved by The Baltic and International Maritime Conference) Code Name: “CONLINEBILL”

Amended January 1st 1950, August 1st 1952, January 1st 1973, July 1st 1974, August 1st 1976, January 1st 1978

# Liner Booking note

* 1. **Brokers**: xXx
	2. **Place and date**: Saint Petersburg, Russia XX th XXX 2019
	3. **Carriers**: XXXXX
	4. **Account**: (Please advise) – sub owners approval
	5. **Vessel’s name:** Mv”Crystal Vladivostok ” or sub

As per attached description

* 1. **Expected loading dates:**

XX XXX /2019, agw wp

Liner booking, no cancellation dates agreed, if nominated vessel delays due to circumstances out of owners control cargo will not be cancelled. If cancellation date agreed, then charterers to exercise this option within 24 hours after carrier’s request of extention of laydays otherwise cancellation date will be extended with 7 days.

* 1. **Pol**: 1 gsb aaaa XXX swellfree sub checking nautical restrictions - charteres berth.
	2. **Pod**: 1 gsb aaaa XXX swellfree sub checking nautical restrictions – charterers berth.
	3. **Cargo**: XXX

CARGO to be harmless and lawful cargo and to be delivered in seaworthy condition, packed and stackable unless clearly specified hereafter.

* 1. **Freight**: USD/ EUR XXX,- Lumpsum FIOS
	2. **Detention**: USD/ EUR XXX,- per day pro rata
	3. **Notices to be given**: Notices (48h-24h) to be given to ... (Please advise)

Merchant’s representative at loading port: (Please advise)

* 1. Part cargo, voyage in or out of geographical rotation; No schedule, no transsittime agreed
	2. Shipment ON or UNDER deck.

CARRIED ON DECK AT SHIPPERS/RECEIVERS RISK, VESSEL/OWNER/CARRIER NOT RESPONSIBLE FOR LOSS, DAMAGE OR EXPENSE HOWSOEVER CAUSED

* 1. Commission xXx pct

**Rider to liner booking note**

* 1. Vessel equipped with spreader bars and slings but any specially required spreaders, lifting beams or other lifting equipment not already on board the vessel to be supplied by merchant. Any cradles and timber blocs which may be required to support the cargo to be supplied by the merchant. Cargo to be fitted with suitable lifting lugs or other adequate means of lifting and center of gravity to be clearly indicated. Sufficient lashing points for securing to be placed on the cargo. If items are not flat at their bottoms then a footprint sketch is requested; cargo to be suitably packed for ocean transportation.
	2. All necessary permits and/or licenses pertaining to the loading, discharging and/ or carriage operations shall be provided and paid for by the charterers, any delay in obtaining which shall be at the charterer’s time and expense.
	3. If part of the cargo is of an inflammable, explosive or dangerous nature or condition or at any stage may develop into such nature or condition it must be packed and stored or stowed in accordance with IMO Dangerous Goods Code and/ or other applicable regulations always to the full satisfaction of the master. Any delay to the transportation in this respect shall be paid for by the charterers at the detention rate.
	4. Deck cargo if any at charterer’s risk, and bills of lading to be claused accordingly.
	5. Freight fully prepaid (latest 3 working days after loading) on signing B's/l into carrier's nominated bank account and deemed earned pro rata as cargo is being loaded on board discount less and not returnable, ship and/or cargo lost or not lost

In case of cancellation of cargo before agreed loading dates owners can claim deadfreight without having to prove losses

If special payment terms agreed original B’s/l to be claused: "Freight payable as per b/n dated"

If 'Freight prepaid' B’s/l required, then B’s/l will not be released unless full freight received into owner’s account or bank confirmation of irrevocable payment received. Any taxes/dues/fees/tolls on cargo a/o freight or calculated on same incl. local dock dues/wharfages to be for charterer’s account. Any taxes/dues on vessel for owner’s account.

If any freight remains wholly or partially unpaid beyond the allowed payment term, the carrier:

* + 1. can charge 5% extra freight.
		2. and has the right to discharge the cargo at any convenient port and shall be entitled to exercise a lien on that cargo for the unpaid freight and all costs.
	1. a) Hook/hook - any terminal/storage/stevedoring on shore to be for charterer’s/ shipper’s/receiver’s account - stevedoring on board performed by crew; if local or union regulations force use of shore labour, cost to be at charterer’s expenses. Onhooking and offhooking always for shipper’s/receiver’s account should these charges be invoiced to carrier, the charterers to reimburse.

b) Load/discharge cop - as per custom of the port with customary quick dispatch as fast as vessel can load/discharge - any time for waiting for custom clearance or waiting for cargo documents or waiting for cargo detention to be paid. Any detention is payable within 3 days after receipt invoice but in any case prior release of cargo.

Heavy lift or other oversized cargo or cargoes which required by port authorities to be discharged direct on trucks, any waiting time for trucks to count as detention.

* 1. Any and all consequences arising out of charterer’s/ shipper’s misdescription of cargo to be at charterer’s risk and expense. Charterers guarantee weights and measurements of cargo as described in packing lists is exact, if cargo volume or cubic exceeds the weight or volume as per packlist extra freight to be paid prorate. In case a variation of 5% molchop has been agreed, then freight to be assessed on actual measurements with minimum as per box 10.

For heavy lifts the weight to be marked on the colli and a certificate of weight to be provided.

* 1. Detention for time lost for waiting berth if designated by charterer’s/ shipper’s/ receiver’s to count as from arrival vessel at pilot station until time of berthing. Detention due to time lost for waiting for berth due to general port congestion of all available berths charterers will pay detention prorate of their cargo on bord after a 24 hours grace.
	2. Owners’ agents at both ends if agreed 'charterers' agents, subject conditions competitive and agents to follow owners' instructions at all times, agents will not delay vessel's berthing, loading, discharging, sailing operations for any reason.
	3. Bimco voywar 2004 as well as canal and waterways stoppages clauses to apply where appropriate.
	4. Additional war risk premium, if any, to be for charterer’s account. If vessel is trapped by pirates during passage in the gulf of Aden; the cargo will contribute prorata to the detention and ransom. If Suez canal is closed and vessel should sail via the cape, extra costs to be reimbursed by charterers.
	5. This contract shall be governed by and constructed in accordance with English law and any dispute arising out of or in connection with this contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause.

The reference shall be to three arbitrators. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

* 1. Owners guarantee that vessel is not blacklisted in the Arab countries.
	2. Vessel ISPS fitted and charterers to comply with ISPS regulations.
	3. If cargo unpacked vessel not responsible for scratches or damages to unprotected parts pertruding from the main unit.
	4. Liner booking note and carrier B's/L (conline) to apply and all clauses No house bills of ladings to be issued.
	5. Carrier not responsible for any failure to perform this contract due to force majeure.
	6. The Owners and the Charterers undertake that in the performance of this Charter Party they shall not breach, or expose each other to the risk of being in breach of, any sanction or prohibition imposed by UN, US or EU.
	7. The Owners and/or Charterers, as the case may be, shall be responsible for all costs and/or consequences of any violation of this Clause if case the Charterer/shipper or consignee or any parties involved directly or indirectly in this shipment are identified on EU, US, or UN restricted party lists as incorporated into the economic sanctions legislation pertaining to Iran and Irak and Syria.”

**SUBJECTS**

* Sub port-captain approval of stowage. For this to be lifted require detailed packing list and clear drawings showing lifting points and center of gravity and footprint.
* Sub details, packing list.

**Additional clauses in case FREE IN/FREE OUT**

1. Time allowed for loading/discharging: xXx wwd shinc/shex uu/eiu
2. Demurrage/detention: USD/EUR 5000 per day pro rata
3. All loading and discharging expenses for charterer’s/shipper’s/receiver’s account on board and on shore
4. Lashing securing and dunnaging for charterer’s account. Time used for lashing and securing to count as laytime.
5. Free use of vessels gear and any lashing/securing/dunnaging material on board.
6. If crew to lash and secure cargo or drive cranes provided allowed by local regulations, otherwise shore gang to be ordered at charterer’s expenses, ship's crew acting as charterers' servants and if crew available from normal ships’ duties and against bonus.
7. Master to tender nor upon arrival at the berth and/or place of loading any time day or night fshinc cable/radio/vhf/telex/fax. If the loading berth and/or place of loading is not available on the vessel's arrival at or off the port of loading, the vessel shall be entitled to give nor on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the master warrants that she is in fact ready in all respects. Actual time used before commencement of laytime to count
8. If notice given before 1200H, time to count as from 1300H

If notice given before 1700H, time to count as from next day 0700H

1. Charterer’s to be ultimately responsible for stevedoring damages.
2. Bimco ‘Laytime definitions for charter parties 2013’ to apply.

**Additional clauses for YACHTS/BOATS/FLOATING vessels and cargo in barges:**

AA Floating vessel or cargo to be loaded in or out barges to be brought alongside at any time on request, by skilled skipper and crew with sufficient fenders and lines and to be watched during time vessel alongside. The master shall have the right to refuse to doublebank if not safe to do so.

BB For yachts-boats a seaworthy cradle and keelbloks to be provided by charterers/shippers.

CC Shippers to put slings in place for hooking on; if divers required same to be for shippers account. All pertruding objects to be protected against pressure by slings.

DD If original bills of lading not available at destination on ships arrival, carrier can discharge boat in water or on quay and all expenses including watching are for charterer’s account. Any delay caused by this to count as detention.

EE Charterers will be ultimately responsible for damage made by barge to vessel provided that owners/ master notified damage immediately after damage caused.

FF Surftime-Idle time due to swell to count as detention

**Additional clauses for Military materials**

For shipment of arms and ammunitions, charterers to provide an “End-user certificate” issued by the authorities of the exporting country or a certificate of MOD that cargo is shipped for own national or UN purposes.

* Shippers/charterers to provide a “container packing certificate” for IMO goods stuffed in containers before shipment.
* END –

Signature & stamp (Merchant)

Signature (Carrier)