December 79

# BILL OF LADING

CODE NAME: "INTANKBILL 78"

#### (1) PARAMOUNT CLAUSE

- (a) 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.
- (b) 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.
- (c) In any event, as regards the period before loading and after discharge and while the cargo is in the charge of another carrier, the Carrier makes all reservations possible under such legislation.

### (2) GENERAL AVERAGE

- (a) General Average, if any, shall be adjusted, stated and settled in accordance with York-Antwerp Rules 1974, at the place agreed in the Charter Party, otherwise in London.
- (b) Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Rilot or the Crew. The Charterer, Shipper and Consignee expressly renounce the Netherlands Commercial Code, Art. 700, and the Belgian Commercial Code, Part II, Art. 148.
- (c) If the adjustment of General Average or the liability for any collision in which the vessel is involved while performing the carriage under 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:

## 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, Consigness 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 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 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.

### 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.

### Distribution Address: