

# QAFCO BILL OF LADING (Edition 2001) (Code Name: QAFCOBILL)

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Shipper	Vessel	
Consignee	Port of Loading	
	, ,	
Notify Address	Port of Discharge	
	( ( / ) ) )	
China are description of seads	Const Weight In	
Shipper's description of goods	Gross Weight, kg	
Payment of freight and demurrage as per Charter Party dated		
SHIPPED at the port of Loading in apparent good order and condition o	n board the Vessel for carriage to the port of Discharge or so near thereto	
as she may safely get the goods specified above.		
Weight, measure, quality, quantity, condition, contents and value unknown	vn.	
IN WITNESS whereof the Master or Agent of the said 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.		
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF		
Place and date of issue	Signature	
Number of original Bills of Lading	1	



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#### **BILL OF LADING**

CODE NAME: "QAFCOBILL" EDITION 2001 APPROVED BY BIMCO

## Conditions of Carriage.

(1) All terms and conditions, liberties and exceptions of the Charter Party, including the Law and Arbitration Clause, dated as overleaf, are herewith incorporated.

## (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) General Average.

General Average shall be adjusted and settled according to the York-Antwerp Rules, 1994, or any subsequent modification thereof.

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 the Charter Party, as dated overleaf, which govern the transportation of the cargo described on the front page 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:

#### (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 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 his agent, 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 her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of the 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.

For particulars of cargo, freight, destination, etc., see overleaf.