

# BILL OF LADING

TO BE USED FOR SHIPMENTS UNDER THE "HEAVYCON" STANDARD  
TRANSPORTATION CONTRACT FOR HEAVY AND VOLUMINOUS CARGOES  
CODE NAME: "HEAVYCONBILL"  
EDITION 1986

## Conditions of Carriage.

(1) All terms and conditions, liberties, clauses and exceptions of the Contract dated as overleaf, including the War Risks Clause (Clause 27) and the Law and Arbitration Clause (Clause 32) are hereby expressly incorporated. If this Bill of Lading covers a transport for which no Contract has been agreed, the terms of the "Heavycon" Contract shall be deemed to be incorporated in this Bill of Lading.

(2) If the cargo is shipped under deck,

(i) The Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, dated Brussels 25th August 1924, as enacted in the country of shipment shall apply to this Bill of Lading provided that 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.

(ii) *Trades where Hague-Visby Rules apply:*

Notwithstanding the provisions of sub-paragraph (i), in trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on 23rd February 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading.

(iii) *Trades where US COGSA apply:*

Notwithstanding the provisions of sub-paragraph (i), in trades where the US COGSA 1936 applies compulsorily, the provisions of the Act shall be incorporated in this Bill of Lading and shall apply prior to loading and after discharge while the cargo is in the custody of the Carrier. The Carrier takes all possible reservations under the US COGSA 1936 for any loss, damage or delay to the cargo in the period before loading and after discharge.

(iv) The Carrier's liability for delay during the transportation shall be limited in accordance with the applicable Hague or Hague-Visby Rules or US COGSA 1936 to the same extent as for cargo damage.

(v) The Carrier shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel or while the goods are in the charge of another Carrier.

(3) **General Average.**

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974 or any modification thereof.

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, 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 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.

Consignee

Notify address

Vessel Port of loading

Port of discharge

Shipper's description of cargo Gross weight

(a) Quantity carried on deck

(b) Quantity carried under deck

Unless specifically indicated in (b) above, all cargo is carried on deck at Shipper's risk; the Carrier not to be responsible for any loss or damage or delay to such cargo whatsoever and whether due to negligence of whosoever or howsoever arising and by whosoever caused.

<p>Issued pursuant to CONTRACT dated _____</p> <p>Freight payable in accordance with the Contract.</p>	<p><b>SHIPPED</b> at the Port of Loading in apparent good order and condition on 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. 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 of which being accomplished the others shall be void.</p> <p>FOR CONDITIONS OF CARRIAGE SEE OVERLEAF</p>
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	Place and date of issue
Number of original Bs/L	Signature