CODE NAME: "CONGENBILL" EDITION 1994

**BILL OF LADING BL No. 03** 

TO BE USED WITH CHARTER PARTIES Reference No.

FIRST ORIGINAL

Shipper:

SPARSH BALDEV EXPORTS PVT. LTD. **HOUSE NO.30, ANAND NAGAR MAIN ROAD, RAIPUR (CHHATTISGARH) 492001 INDIA** 

Consignee:

TO ORDER

**Notify Address:** TO ORDER

Vessel:

Port of Loading:

**MV ATALANTI SB** 

**VISAKHAPATNAM PORT, INDIA** 

Port of Discharge:

MAIN PORT, CHINA

Shipper's Description of Goods:

**Gross Weight** 

NAME OF COMMODITY: IRON ORE FINES

COUNTRY OF ORIGIN: INDIA **PACKING** 

: IN BULK

20,000 WMT

"CLEAN ON BOARD"

"FREIGHT PAYABLE AS PER CHARTER PARTY"

(Of which

NIL on deck at Shipper's risk; the

Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port CHARTER-PARTY dated 12.11.2020 of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents FREIGHT ADVANCE and value unknown IN WITNESS whereof of the Master or Agent of said Received on account of freight 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 OVER LEAF

Freight Payable at

Number of original B/L s

FULL SET 3/3

Place and date of issue

VISAKHAPATNAM PORT, INDIA DT. 27.11.2020

Signature

FOR AND ON BEHALF OF MASTER OF M.V.ATALANTI SB CAPT.IOANNIDIS PANAGIOTIS



TO BE USED WITH CHARTER-PARTIES CODE NAME: "CONGENBILL" EDITION 1994 ADOPTED BY THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

# **Conditions of Carriage**

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

# (2) General Paramount Clause

- (a) This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16th, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any terms of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.
- (b) Trades where Hague Rules apply.

  In trade where the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25<sup>th</sup> August 1924 as enacted in the country of shipment apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (b) Trades where Hague-Visby Rules apply.
  - In trade where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23<sup>rd</sup> 1968 The Hague Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

# (3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

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 Belgian 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 the 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 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 cargo, 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 vessel as a result of the negligence of the other vessel and any act, neglect of 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 lose 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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of 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.

CODE NAME: "CONGENBILL" EDITION 1994

**BILL OF LADING BL No. 03** 

TO BE USED WITH CHARTER PARTIES Reference No.

SECOND ORIGINAL

Gross Weight

20,000 WMT

Shipper:

SPARSH BALDEV EXPORTS PVT. LTD. HOUSE NO.30, ANAND NAGAR MAIN ROAD, RAIPUR (CHHATTISGARH) 492001 INDIA

Consignee:

**TO ORDER** 

**Notify Address:** TO ORDER

Vessel:

Port of Loading:

**MV ATALANTI SB** 

**VISAKHAPATNAM PORT, INDIA** 

Port of Discharge:

MAIN PORT, CHINA

Shipper's Description of Goods:

NAME OF COMMODITY: IRON ORE FINES

COUNTRY OF ORIGIN : INDIA **PACKING** 

: IN BULK

"CLEAN ON BOARD"

"FREIGHT PAYABLE AS PER CHARTER PARTY"

(Of which

NIL on deck at Shipper's risk; the

Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER-PARTY dated 12.11.2020

SHIPPED 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.

FREIGHT ADVANCE

Weight, measure, quality, quantity, condition, contents and value unknown

Received on account of freight

IN WITNESS whereof of the Master or Agent of 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.

Freight Payable at

Number of original B/L s

FOR CONDITIONS OF CARRIAGE SEE OVER LEAF

Place and date of issue

VISAKHAPATNAM PORT, INDIA DT. 27.11.2020

Signature

FULL SET 3/3

FOR AND ON BEHALF OF MASTER OF M.V.ATALANTI SB

CAPT. IOANNIDIS PANAGIOTIS



TO BE USED WITH CHARTER-PARTIES CODE NAME: "CONGENBILL" EDITION 1994 ADOPTED BY THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

# Conditions of Carriage

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

# (2) General Paramount Clause

- (a) This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16th, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any terms of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.
- (b) Trades where Hague Rules apply.

  In trade where the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25<sup>th</sup> August 1924 as enacted in the country of shipment apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (b) Trades where Hague-Visby Rules apply.
  - In trade where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23<sup>rd</sup> 1968 The Hague Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

# (3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

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 Belgian 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 the 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 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 cargo, 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 vessel as a result of the negligence of the other vessel and any act, neglect of 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 lose 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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of 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.

TO BE USED WITH CHARTER PARTIES Reference No.

A CHIRD ORIGINAL

Shipper:

SPARSH BALDEV EXPORTS PVT. LTD. HOUSE NO.30, ANAND NAGAR MAIN ROAD, **RAIPUR (CHHATTISGARH) 492001 INDIA** 

Consignee:

TO ORDER

**Notify Address:** TO ORDER

Vessel:

Port of Loading:

**MV ATALANTI SB** 

VISAKHAPATNAM PORT, INDIA

Port of Discharge:

MAIN PORT, CHINA

Shipper's Description of Goods:

**Gross Weight** 

20,000 WMT

NAME OF COMMODITY: IRON ORE FINES

COUNTRY OF ORIGIN : INDIA

**PACKING** 

: IN BULK

"CLEAN ON BOARD"

"FREIGHT PAYABLE AS PER CHARTER PARTY"

(Of which

NIL on deck at Shipper's risk; the

Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port CHARTER-PARTY dated 12.11.2020 of Discharge or so near thereto as she may safely get the goods specified above.

FREIGHT ADVANCE

Weight, measure, quality, quantity, condition, contents

and value unknown

Received on account of freight

IN WITNESS whereof of the Master or Agent of 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 OVER LEAF

Freight Payable at

Number of original B/L s

Place and date of issue

VISAKHAPATNAM PORT, INDIA DT. 27.11.2020

Signature

FULL SET 3/3 FOR AND ON BEHALF OF MASTER OF

M.V.ATALANTI SB

CAPT. IOANNIDIS PANAGIOTIS



TO BE USED WITH CHARTER-PARTIES
CODE NAME: "CONGENBILL"
EDITION 1994
ADOPTED BY
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

# Conditions of Carriage

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

# (2) General Paramount Clause

- (a) This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16th, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any terms of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.
- (b) Trades where Hague Rules apply.

  In trade where the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25<sup>th</sup> August 1924 as enacted in the country of shipment apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (b) Trades where Hague-Visby Rules apply.
  - In trade where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23<sup>rd</sup> 1968 The Hague Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

### (3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

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 Belgian 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 the 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 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 cargo, 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 vessel as a result of the negligence of the other vessel and any act, neglect of 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 lose 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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of 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.

#### **BILL OF LADING BL No. 03**

TO BE USED WITH CHARTER PARTIES Reference No.

Shipper:

SPARSH BALDEV EXPORTS PVT. LTD. HOUSE NO.30, ANAND NAGAR MAIN ROAD, **RAIPUR (CHHATTISGARH) 492001 INDIA** 

Consignee:

TO ORDER

**Notify Address:** TO ORDER

Vessel:

Port of Loading:

**MV ATALANTI SB** 

**VISAKHAPATNAM PORT, INDIA** 

Port of Discharge:

MAIN PORT, CHINA

Shipper's Description of Goods:

**Gross Weight** 

ON-NEGOTIABLE

NAME OF COMMODITY: IRON ORE FINES

COUNTRY OF ORIGIN : INDIA **PACKING** 

: IN BULK

20,000 WMT

"CLEAN ON BOARD"

"FREIGHT PAYABLE AS PER CHARTER PARTY"

(Of which

NIL on deck at Shipper's risk; the

Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port CHARTER-PARTY dated 12.11.2020 of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents FREIGHT ADVANCE

and value unknown

Received on account of freight IN WITNESS whereof of the Master or Agent of 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 OVER LEAF

Freight Payable at

Number of original B/L s

Place and date of issue

VISAKHAPATNAM PORT, INDIA DT. 27.11.2020

Signature

FOR AND ON BEHALF OF MASTER OF M.V.ATALANTI SB

CAPT. IOANNIDIS PANAGIOTIS

AS AGENTS ONLY



FULL SET 3/3

TO BE USED WITH CHARTER-PARTIES CODE NAME: "CONGENBILL" EDITION 1994 ADOPTED BY THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

# **Conditions of Carriage**

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

# (2) General Paramount Clause

- (a) This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16th, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any terms of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.
- (b) Trades where Hague Rules apply.

  In trade where the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25<sup>th</sup> August 1924 as enacted in the country of shipment apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (b) Trades where Hague-Visby Rules apply.

In trade where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23<sup>rd</sup> 1968 – The Hague Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.

(c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

# (3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

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 Belgian 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 the 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 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 cargo, 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 vessel as a result of the negligence of the other vessel and any act, neglect of 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 lose 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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of 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 of particles or these in the carrying vessel or the Carrier.

CODE NAME: "CONGENBILL" EDITION 1994

**BILL OF LADING BL No. 03** 

TO BE USED WITH CHARTER PARTIES Reference No.

Shipper:

SPARSH BALDEV EXPORTS PVT. LTD. HOUSE NO.30, ANAND NAGAR MAIN ROAD, **RAIPUR (CHHATTISGARH) 492001 INDIA** 

Consignee:

TO ORDER

**Notify Address:** TO ORDER

Vessel:

Port of Loading:

**MV ATALANTI SB** 

VISAKHAPATNAM PORT, INDIA

Port of Discharge:

MAIN PORT, CHINA

Shipper's Description of Goods:

**Gross Weight** 

20,000 WMT

NEGOTIABLE

NAME OF COMMODITY: IRON ORE FINES

COUNTRY OF ORIGIN : INDIA

**PACKING** 

: IN BULK

"CLEAN ON BOARD"

"FREIGHT PAYABLE AS PER CHARTER PARTY"

(Of which

NIL

on deck at Shipper's risk; the

Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER-PARTY dated 12.11.2020

SHIPPED 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.

FREIGHT ADVANCE

Weight, measure, quality, quantity, condition, contents

and value unknown

Received on account of freight

IN WITNESS whereof of the Master or Agent of 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 OVER LEAF

Freight Payable at

Place and date of issue

Number of original B/L s

VISAKHAPATNAM PORT, INDIA DT. 27.11.2020

Signature

FULL SET 3/3

FOR AND ON BEHALF OF MASTER OF M.V.ATALANTI SB

CAPT. IOANNIDIS PANAGIOTIS arely



TO BE USED WITH CHARTER-PARTIES
CODE NAME: "CONGENBILL"
EDITION 1994
ADOPTED BY
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

# Conditions of Carriage

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

#### (2) General Paramount Clause

- (a) This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16th, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any terms of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.
- (b) Trades where Hague Rules apply.

  In trade where the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25<sup>th</sup> August 1924 as enacted in the country of shipment apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (b) Trades where Hague-Visby Rules apply.
  - In trade where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23<sup>rd</sup> 1968 The Hague Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

#### (3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

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 Belgian 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 the 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 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 cargo, 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 vessel as a result of the negligence of the other vessel and any act, neglect of 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 lose 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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of 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.

#### **BILL OF LADING BL No. 03**

TO BE USED WITH CHARTER PARTIES Reference No.

Shipper: SPARSH BALDEV EXPORTS PVT. LTD. HOUSE NO.30, ANAND NAGAR MAIN ROAD, **RAIPUR (CHHATTISGARH) 492001 INDIA** 

Consignee: **TO ORDER Notify Address: TO ORDER** 



Vessel:

Port of Loading:

**MV ATALANTI SB** 

**VISAKHAPATNAM PORT, INDIA** 

Port of Discharge:

MAIN PORT, CHINA

Shipper's Description of Goods:

**Gross Weight** 

**NAME OF COMMODITY: IRON ORE FINES** 

COUNTRY OF ORIGIN: INDIA **PACKING** 

: IN BULK

20,000 WMT

"CLEAN ON BOARD"

"FREIGHT PAYABLE AS PER CHARTER PARTY"

(Of which

NIL on deck at Shipper's risk; the

Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per SHIPPED at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port CHARTER-PARTY dated 12.11.2020 of Discharge or so near thereto as she may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents FREIGHT ADVANCE and value unknown IN WITNESS whereof of the Master or Agent of said Received on account of freight 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 OVER LEAF

Freight Payable at

Number of original B/L s

Place and date of issue

VISAKHAPATNAM PORT, INDIA DT. 27.11.2020

Signature

FULL SET 3/3

FOR AND ON BEHALF OF MASTER OF M.V.ATALANTI SB CAPT.IOANNIDIS PANAGIOTIS



TO BE USED WITH CHARTER-PARTIES

CODE NAME: "CONGENBILL"

EDITION 1994 ADOPTED BY

THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

# Conditions of Carriage

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

# (2) General Paramount Clause

- (a) This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16th, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any terms of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.
- (b) Trades where Hague Rules apply.

  In trade where the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25<sup>th</sup> August 1924 as enacted in the country of shipment apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (b) Trades where Hague-Visby Rules apply.
  - In trade where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23<sup>rd</sup> 1968 The Hague Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.
- (c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

# (3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

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 Belgian 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 the 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 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 cargo, 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 vessel as a result of the negligence of the other vessel and any act, neglect of 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 lose 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 said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of 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.