

Shipper

BILL OF LADING

Code Name "POLCOALBILL" Edition 1997

To be used for shipments chartered on the "POLCOALVOY" Charter

Contract No.

Stem No.

Consignee

Notify address

Vessel

Port of loading

Port of discharge

Shipper's description of goods

Gross weight

(of which _____ tons on deck at Charterers' risk)

Freight payable as per CHARTER-PARTY dated: _____ FREIGHT ADVANCE Received on account of freight: _____ on which insurance interest has been paid. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF	SHIPPED 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 quantity of cargo specified above to be delivered in the like good order and condition. Weight, quality, condition 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 one of which being accomplished the others shall be void.	
	Freight payable at	Place and date of issue
	Number of original Bs/L	Signature

BILL OF LADING

TO BE USED FOR SHIPMENTS CHARTERED
ON THE "POLCOALVOY" CHARTER PARTY
CODE NAME "POLCOALBILL"

EDITION 1997

Conditions of Carriage

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including War Risk Clause and Arbitration Clause, are herewith incorporated. The Carrier shall in no case be responsible for loss of or damage to cargo arisen prior to loading and after discharging.

(2) **General Paramount Clause.**

The Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, dated Brussels the 25th August 1924 as amended by the Protocol dated Brussels, 23rd February 1968 (the Hague-Visby Rules) and as enacted in the country of shipment shall apply to the Charter Party dated as overleaf and to any Bill of Lading issued thereunder.

(3) **General Average.**

General Average shall be adjusted and settled according to York-Antwerp Rules 1994.

(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 goods, Shippers, Consignees or owners of the goods 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 goods.

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 goods and any salvage and special charges thereon shall, if required, be made by the goods, 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 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.

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