# CODE NAME: “CONGENBILL”. EDITION 1978 \_ **B/L NO.**

## Shipper OCEAN BILL OF LADING

#####

 Consignee

Notify address

Vessel Port Of Loading

#####

Port of discharge

Shipper’s description of goods Gross weight

|  |  |  |
| --- | --- | --- |
|

|  |
| --- |
| Freight Payable as per **CHARTER PARTY** Charter-Party dated Received on account of freight:………………………………………………………………Time used for loading ……… days ……………..hours. |

 | **S H I P P E D** 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, condition, contents and value unknown.**IN WITNESS** whereof the Master or Agent of the said Vessel has signed the number of Bill 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 |
| Freight payable **AS PER CHARTER PARTY**  | Place and date of issue |
| Number of origina Bs/L  **3/3** | Signature   |

**BILL OF LADING Page 1**

TO BE USED WITH CHARTER-PARTY

CODE NAME: “CONGENBILL”

EDITION 1978

ADOPTED BY:

THE BALTIC AND INTERNATIONAL

MARITIME CONFERENCE (BIMCO)

**Conditions of Carriage**

1. All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, are herewith incorporated. The Carrier shall in no case is responsible for loss of or damage to cargo arising prior to loading and after discharging.

 (2) General Paramount Clause.

 The Hague rules contained in 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 in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but

 in respect to shipment to which no such enactments are compulsorily applicable, the terms of the said convention shall

 apply.

***Trades where Hague-Visby Rules apply.***

In trades where the international Brussels Convention 1924 as amended by the protocol signed at Brussels on February 23 rd 1968

the Hague-Visby Rules- apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The Carrier takes all reservations possible under such applicable legislation, in relation to the period before loading and after discharging and while the goods are in the charge of another Carrier, and to deck cargo and live animals.

**(3) General Average.**

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, in London unless another place is agreed in Charter.

Cargo’s contribution General Average shall be paid to the Carrier even when such average is the result of 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 Belgian Commercial Code, Part l l Art. 148.

**(4)NewJason 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, Consignee or Owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect to the goods.

 If a salving ship is owned or operated by the carrier, salvage shall be paid for as if 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, Shipper, Consignee or owners of the goods to the Carrier before delivery.

**(5) Both-to-Blame Collision Clause.**

In 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

non-carrying ship or the Owners to the owners of said cargo, and set-off, recouped by the other or non-carrying ship or 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 collision or

contact.

For particulars of cargo, freight,

 Destination, etc., see overleaf.