

"AUSTWHEAT BILL"

Shippers
AUSTRALIAN WHEAT BOARD

Consigned To

BILL OF LADING

or Assigns, he or they paying Freight
for the same as per the below-mentioned "Austwheat 1990" Charterparty, as amended, all the terms, conditions, clauses and exceptions including clause 33 (Arbitration) in which Charterparty are herewith incorporated.

Notify address

Vessel

Port(s) of loading

Port(s) of discharge - direct or via other Ports as per Charterparty Dated

Shipper's description of goods

Wheat in bulk of

being the weight ascertained or accepted by the Silo Authority under the custom of the trade, weight shipped unknown, and to be delivered in the like apparent good order and condition at the aforesaid port(s) of discharge.

Silo Authority's Weights-

Weight shipped unknown, but said to weigh:

Wheat in Bulk

This Bill of Lading is to have effect subject to the provisions of the Rules contained in Schedule 1 to the Australian Carriage of Goods by Sea Act 1991, as applied by that Act, and any subsequent amendment thereto. The Shippers are to be entitled to the benefit of the privileges, rights and immunities conferred upon the Shipper, and the Shipowners are to be entitled to the benefit of the privileges, rights and immunities conferred upon the Carrier, by such Act, and the said Schedule 1 thereto, as if the same were herein specifically set out. General Average (if any) shall be settled according to the York-Antwerp Rules, 1974 as amended 1990.

SHIPPED at the Port(s) of Loading in apparent good order and condition on board the Vessel for carriage to the Port(s) of Discharge specified above

Weight, and quality, 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.

FOR CLAUSES SEE OVERLEAF

Place and date of issue

Number of original Bs/L

Signature

Master/Agent

LIBERTIES

The Vessel shall also have liberty to sail without pilots, to call at any port or ports, on the way for fuel, supplies or any reasonable purpose, to tow and be towed, and to assist vessels in distress, all as part of the contract voyage.

WAR RISKS CLAUSE

(1) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the Vessel has been ordered to discharge either on signing Bills of Lading or thereafter, be one to which the Vessel is or shall be prohibited from going by the Government of the Nation under whose flag the Vessel sails or by any other Government, the Owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as abovementioned) and shall be entitled to freight as if the Vessel had discharged at the port or ports of discharge to which she was originally ordered.

(2) The Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the Vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the Vessel, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.

GENERAL AVERAGE AND THE NEW JASON CLAUSE

General average shall be payable according to the York/Antwerp Rules, 1974 as amended 1990, or any modification thereof for the time being in force, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:-

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.

BOTH TO BLAME COLLISION CLAUSE

If the liability for any collision in which the Vessel is involved while performing this Bill of Lading falls to be determined in accordance with the Laws of the United States of America, the following clause shall apply:-

BOTH TO BLAME COLLISION CLAUSE

If the ship 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 ship, the owners of the goods 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 goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship 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 to a collision or contact.