



# ASBAGASBILL

**BILL OF LADING**  
To be used with ASBAGASVOY PAGE 1

Shipper		Bill of Lading No.	Reference No.
Consignee		Vessel	
Notify address		Port of loading	
		Port of discharge	
Shipper's description of goods			Weight
Freight payable as per CHARTER PARTY dated:		<b>SHIPPED</b> at the Port of Loading in apparent good order and condition on the Vessel for carriage to the Port of Discharge or so near thereto as the Vessel may safely get, always afloat, the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown.	
FREIGHT ADVANCE Received on account of freight:		IN WITNESS whereof the Master or Owner or Charterer 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 CONDITIONS OF CARRIAGE SEE PAGE 2	
		Bill of Lading date (Date shipped on board)	Number of original Bills of Lading
Signature:.....(Master*/Agent*/Owner*/Charterer*) *Delete as appropriate Place and date of signature: If signed by an Agent indicate with a tick <input checked="" type="checkbox"/> whether for and on behalf of: <input type="checkbox"/> Master; or <input type="checkbox"/> Owner (insert name); or <input type="checkbox"/> Charterer (insert name) <input type="checkbox"/> Agent (insert name)			

Sample copy

# ASBAGASBILL

## BILL OF LADING

To be used with charter parties

Page 2

### Conditions of Carriage

- (1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Arbitration Clause, are herewith incorporated.
- (2) **Clause Paramount**  
This Bill of Lading shall have effect subject to the provisions of the Hague Rules as contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading at Brussels dated 25th August 1924 as enacted in the country of shipment unless the shipment is to or from the United States in which case it shall have effect subject to the U.S. Carriage of Goods by Sea Act, approved April 16, 1936 and any amendments thereto. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 (also referred to as the Hague-Visby Rules) apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. The applicable Convention, Act, ordinance or legislation (hereinafter called the "Act") 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 the Act. If any term of this Bill of Lading be repugnant to the Act to any extent, such term shall be void to the extent but no further.
- (3) **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.
- (4) **General Average**  
General Average shall be adjusted, stated and settled according to York/Antwerp Rules 2016 and, as to matters not provided for by those rules, according to the laws and usages at the port of New York, at the port of London or at the port of Singapore, whichever place is specified in the Charter Party.
- (5) **Both to Blame**  
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 shall 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 recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or object are at fault in respect of a collision or contact.
- (6) **Limitation of Liability**  
Any provision of this Charter Party to the contrary notwithstanding, the Carrier shall have the benefit of all limitations of, and exemptions from, liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force.
- (7) **War Risks**  
(a) If any port of loading or of discharge named in this Charter Party or to which the Vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or  
(b) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or the Carrier in his or their discretion dangerous or prohibited or (b) it be considered by the Master or the Carrier in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or discharge – the Charterer shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charter Party (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or the Carrier's discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterer within 48 hours after they or their agents have received from the Carrier a request for the nomination of a substitute port, the Carrier shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and or discharging the cargo thereat shall be paid by the Charterer or cargo owners. In the latter event the Carrier shall have a lien on the cargo for all such extra expenses.
- (c) The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any otherwise whatsoever given by the government of the nations under whose flag the Vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation. If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of discharge which the Master or the Carrier in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract or contracts of affreightment and the Carrier shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the Vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterer and/or cargo owners and the Carrier shall have a lien on the cargo for freight and all such expenses.
- (8) **Deviation Clause**  
The Vessel shall have liberty to call at any ports in any order, to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the Carrier.
- (9) **Himalaya Clause**  
(a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers; stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.  
(b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.  
(c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the carrier, who shall be entitled to enforce the same against the Merchant.  
(d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and  
(ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, it will indemnify the carrier against all consequences thereof.  
(e) For the purpose of sub-paragraphs (a)-(d) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are its Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

For particulars of cargo, freight, destination, etc., see Page 1