# ONEGO LINER Terms and Conditions (Enlarged print available from the Carrier or its agent)

Agents (full style and address)		ONEGO LINER BOOKING NOTE		
		Shipping & Chartering BV	ego	
		Place and date		
		Vessel		
Carrier (full style and address)		Time for shipment (about)		
Onego Shipping & Chartering B.V. Spui 24 3161 ED Rhoon - Netherlands		Port of loading **		
		Port of discharge		
Merchant *(full style and address)		Merchant's representatives at loading port (full style and address)		
	01			
CONTAINER NO./SEAL NO./MARKS AND NUMBERS (if available)	Number and kind of pa	ckages; description of cargo	Gross weight,kg (if available)	Measurement,m3 (if available)
Shipping & Charter		ering BV		
Freight details and charges		Special terms, if agreed		
Freight (state prepayable or payable at destination)				

It is hereby agreed that this Contract shall be performed subject to the terms contained on Page 1 and 2 hereof which shall prevail over any previous arrangements and which shall in turn be superseded (except as to deadfreight) by the terms of the Bill of Lading.

Signature (Carrier)	Signature (Merchant )

<sup>\*</sup> As defined hereinafter (Cl. 1)
\*\* (or so near thereunto as the Vessel may safely get and lie always afloat)

### 1 DEFINITIONS

1. DEFINITIONS
a) Whenever the term "Merchant" is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee or any other holder of the Bill of Lading authorized as such by endorsement, as well as the Owner of the cargo.
b) "Carrier" means Onego Shipping & Chartering B.V. of Spui 24, 3161 ED, Rhoon, The Netherlands (Chamber of Commerce 24370008) by whom or on whose behalf this Bill of Lading has been signed. If notwithstanding the foregoing it is adjudged that any other is the Carrier of the goods shipped hereunder, all limitations of and exonerations from liability provided for by law and/or by this Bill of Lading shall be available to each other. be available to such other.

### 2. CLAUSE PARAMOUNT AND JURISDICTION

2. CLAUSE PARAMOUNT AND JURISDICTION It is mutually agreed that The Hague Rules contained in the International Convention for the Unification of certain rules relating to the Bill of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Bill of Lading. When no such enactments are compulsorily applicable, the terms of the sand Convention shall apply;
b) Trades where the Hague-Visby Rules apply. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 – the Hague-Visby Rules apply compulsorily, the provisions of the respective legislation shall apply to the Bill of Lading.
c) The Carrier shall in no case be responsible for the loss of or damage to the cargo nor for delay in delivery thereof, 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. The Merchant is liable towards the Carrier for all damages and/or loss sustained by the Carrier and caused by Merchant's cargo.

cargo.

d) The provisions of Clause 2, shall be applied without prejudice to the legal provisions stated in Clauses 3, 4 and 10 hereunder and if any clause, term of condition of this Bill of Lading shall be adjudged to the contrary or repugnant to any provision of law which compulsorily is binding upon the parties, it shall be considered null and void to that extent but no further and such circumstances shall not affect the validity and/or enforceability of any other clause, term or condition of this Bill of Lading, e) The contract evidenced by this Bill of Lading shall be governed and construed by Dutch Law, and the Court in Rotterdam shall have exclusive jurisdiction over any dispute arising under this Bill of Lading.

See clause 2 et 3. S.COPE OF VOYAGE AND DEVIATION

The contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not. Also ports in or out of the advertised, geographical usual or ordinary route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary thereto or depart from the direct or customary route. The vessel may out all at any port for the purpose of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at any port or ports whether scheduled or not and may call at the same port more than once (including the loading port). May either with or without the goods on board and before or after proceeding towards the port of discharge, adjust compasses dry dock, go to repair yards, shift/berths, undergo degaussing, wiping or similar measures, take fuel or stores, land stowaways, remain in port, sail without pilot, tow and be towed, and save or attempt to save life or property and all of the foregoing are included in the contract voyage.

4. FORWARDING, SUBSTITUTE OF VESSEI, "ITRIDUGH CARRIAGE AND TRANSHIPMENT The carrier shall be at liberty to perform the carriage wholly or partly by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport in Carrier's opton, proceed either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to tranship, land and store the goods either on shore or afloat and reship and reforward the same at Carrier's expense but at cargo's risk. When the ultimate destination to which the Carrier and the value undertaken to deliver the goods other than the vessel's port of discharge, the Carrier acts as forwarding agent only.

The responsibility of the carrier shall be limited to the part of the carriage performed by him on vessels under hits management and no claim will be acknowledged by the Ca

under his management and no slaim will be acknowledged by the Carrier for damage or loss arising during any other part of the carriage seven though the freight for the whole carriage has been collected by it. The cargo shall be forwarded as soon as practicable but the Carrier, shall not be that for any delay,

### 5 LOADING DISCHARGE AND DELIVERY

5. LOADING, DISCHARGE AND DELIVERY
Loading, discharge and delivery of the cargo shall, if required by the carrier, be arranged by his agent
Landing, storing and delivery shall be for Merchant's account. Loading and discharge may commence
without previous notice. Merchant is bound to deliver the goods contracted for shipment at the latest
upon arrival of the ship or, at Carrier's option, as fast as ship can receive. Merchant is liable to pay the
port quay dues until the goods are loaded over the ship's rail. If goods contracted for shipment are not
tendered when the vessel is ready to load, the Carrier is relieved of any obligation to load such cargo and
vessel may leave port without further notice and dead-freight is to be pind as well as proved damages, if
any, arising from non-shipment. The Merchant or his assign must be ready to take delivery of the goods
and continue to receive the goods as tendered by day and night, Sundays and holidays, notwithstanding
any custom of the port. Merchant and/or his representatives to put lighters, trucks or landing craft in
sufficient number to receive the cargo as fast as vessel can deliver and this without interruption, or
or otherwise pay for demurrage at the rate stipulated in clause 26 per day of 24 (twenty four) consecutive
hours payable day by day into ship agent's hands. At any time the Master or Agent shall be at liberty to
land the goods and such discharge to be deemed a true hilliment of the contract.
The expenses incurred after discharge of the goods over ship's rail to be borne by Merchant including
expenses for watching and supervising, sorting and delivering. Furthermore, all quay and port fees levied
on the goods are for Merchant's account. If the goods are not received within a reasonable time, the
Carrier may sell the same privately or by public auction. The Merchant shall accept his reasonable
proportion or unidentified loose cargo. Whenever the cargo is discharged into lighters and/or sphicles or
handed on what for into sheek and/or delivered to Customer

6. OPTIONS
The port of discharge for optional cargo must be declared to the vessel's Agent at the first optional ports not later than 48 hours before vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage then shall be considered as having been fulfilled.
Any option can be exercised for the total quantity under this Bill of Lading.

7. FKELMII AND CHARGES Freight, whether prepayable or payable at destination and whether paid or not, is due upon receipt of the goods by the Carrier and shall be payable even if goods are damaged or diminished by leakage or if ship and/or cargo is lost or not lost. Freight shall be payable on actual gross intaken weight or measurement, or at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper but the Carrier may at any time open the packages and examine, weigh or measure the goods in order to verify the particulars furnished by the shipper. In case shipper's particulars are found to be incorrect, the Merchant shall be liable for any expense incurred for examining, weighing or measuring the goods, in addition to the correct freight. All charges shall be paid in full and without any offset, counter-claim or deduction in the cur All charges shall be paid in full and without any offset, counter-claim or deduction in the currency quoted by the Carrier or at the option of the Carrier, its equivalent in other currency at the highest rate of exchange quoted between the time of receipt of goods by the Carrier and the payment of freight or in accordance with the custom of the port. In any event the Merchant shall remain responsible and shall ndemnify the Carrier for freight, extra expenses and any charges due in connection with the performance of the contract of carriage including but not limited to any increase in the cost to the Carrier

here requires to surface to the Carrier is hereby authorized but shall not be obliged to arrange for mending recoupering, repacking reconditioning of the goods or packages, to arrange for fumigation, gathering, sorting loose cargo and

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1. The Carrier shall have a general lien over the goods for any amount due from the Merchant whether and the as aforesaid) and shall be entitled to sell the goods privately or by auction to cover any claim. The Merchant is under all circumstances responsible for the payment of freight payable by him and destination (if on-carriage).

If the freight has not been paid, the Carrier shall not be bound to discharge and/or deliver the carrier final destination (if on-carriage).

If the freight has not been paid, the Carrier shall not be bound to discharge and/or deliver the carrier for the freight has been given; if no such security is given, the beautiful to the carrier to the carrier to the carrier and responsible to the carrier to the carrier and responsible to the carrier to the carrier of the chard and of its discharge or at and responsible to the carrier of the chard and of its discharge or at land the contract of the carrier of the chard and to sell same — without legal authority—in order to destination, at the expense and risk of the Merchant and to sell same — without legal authority—in order to destination, at the expense and risk of the Merchant does not involve the carrier of the chard and of sell same — without legal authority—in order to destination, at the expense and risk of the Merchant and to sell same — without legal authority—in order to destination, at the expense and risk of the Merchant and to sell same — without legal authority—in order to destination, at the expense and risk of the Merchant and to sell same — without legal authority—in order to destination, at the expense and risk of the Merchant and to sell same — without legal authority—in order to destination, the carrier and destination of the carrier of the provision of the carrier for any damage of since and risk of the Merchant and to sell same — without legal authority—in order to destination, the carrier and risk of the Merc

### 10 REPLACEMENT OF GOODS

No. EFFLICE.NEED TO GOODS.

Should any goods be short delivered the Carrier in the exercise of its discretion may deliver as a 18. SPECIAL DELIVERY compensation any overlanded goods of similar kind and quality, whether these goods have different marks and numbers or no marks and numbers at all.

General Average to be adjusted according to York-Antwerp Rules 1974 at Antwerp or at any time and and if such dock or wharf is immedia place at the Carrier's option. Average agreement or bond as such additional security in cash or shall be for account of the Merchant, otherwise as may be required by the Carrier as well as a declaration of the value of the goods, freight included, must be furnished before delivery of the goods. Such cash deposit as the Carrier or its agents 19. MARKING AND OTHER DETAILS OF THE GOODS may deem sufficient as additional security for the contribution of the goods and for any salvage special charges thereon shall, if required, be made by the Merchant to the Carrier before delivery adjustment will be made up in the currency determined by the Carrier.

Merchant before shipment upon each package or goods in letters and figures not less than 5 cm high, together with the name of the port of destination. The Carrier may, however, in his option, arrange cordance with the law and practice of the U.S.A. the following clause shall apply." In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any clause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier in or responsible by statute, contract or otherwise, the goods, shippers, consignees or owners of acceptance of a General Average to the payment of any sacrifices, losses or expenses or a General Average to the payment of any sacrifices, losses or presumed to be unknown. Weight also unknown if carge has been received not weighed, the Carrier in capture of a salving ship or ships belonged to strangers. Such deposit as the Carrier or is agents may deem sufficient said of cover the estimated contribution of the goods shippers, consignees or owners of the goods to the Carrier before the delivery.

An INTERP CLAUSE

Cargo for Antwerp to be landed and received by the corporation paying current charges whether delivery is frequired, be made by the goods, shippers, consignees or owners of the goods to the Carrier before the figure of the goods shippers, consignees or owners of the goods to the Carrier before the figure of the goods, shippers, consignees or owners of the goods to the Carrier before the figure of the goods, shippers, consignees or owners of the goods to the Carrier before the figure of the goods and any salvage and special charges thereon shall, if

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ministration and a series in the coarse of in a market in the coarse of in the case of in the coarse of in a market in the coarse of in the coarse discharge to be considered as final delivery.

The Carrier or Master may appoint a stevedore or any other person to unload and take delivery or the goods and such delivery from ship's tackle shall be considered as final delivery.

The Carrier or Master may appoint a stevedore or any other person to unload and take delivery or the goods and such delivery from ship's tackle shall be considered as final considered as a complete fulfillment of the contract of carriage and all responsibility of the Carrier then shall terminate.

The Carrier shall not be required to separate or deliver in accordance with brand, marks, numbers, sizes or types of packages but only per Bill of Lading. Loss or damage to goods in bulk, stowed with or without supparation from other bulk carge of substantially or general like chancter, shipped by the Merchant or by others, may be divided and accounted for in proportion among the several shipments. Liquid cargo in bulk shall be pumped about the Merchant's security of the Carrier or the Marter may be declared to the vessel or any part of her cargo or make it unsafe, imprudent or b) Every bundle is securely fastened, daily and permanently marked with oil paint.

The Carrier shall not be required to separate or deliver in accordance with brand, marks, numbers, size or the shall terminate.

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safe port in Carriers option or to carry the cargo to its contractual destination via a route to be decided at that danger is threatening from such goods, he may jettison or destroy same at any time and without the sole discretion of the Carrier. Any war risk premium payable in respect of the vessel transiting such a liability to the Carrier to indemnify.

waterway, which is declared as war zone, shall be payable by the Merchant.

d) Any discharge, delivery or disposition of the goods as herein above provided shall constitute final 26. DEMURRAGE delivery and the complete performance of this contract.

## 15 CANCELLATION OF CONTRACT

13. CANCELLATION OF CONTRACT Without prejudice to any statutory provision on which the Carrier may rely, the Carrier is entitled to cancel this contract should any of the events foreseen by clause 15 arise before the voyage has

16. MPLCIAL CARGOES
a) Goods whether of a perishable nature or not may be carried without special care and /or special facilities unless the Carrier has made and inserted in the Bill of Lading a written agreement undertaking to do so. In the absence of such written agreement the Merchant represents and warrants that the goods do not require any such care or facilities and the Carrier does not undertake and shall not be liable for failure to give the goods any unusual or special care, handling, storage or facilities, or to stow, carry discharge or deliver the goods in, into or to any refrigerated, chilled, cooled, ventilated, insulated,

to do all things deemed advisable for the benefit of the goods, all agents of the Merchant. For any beated, drained, dry, moist or specially equipped place, compartment or hold or other facility. The services rendered to the goods, the Carrier shall be entitled to reasonable compensation.

The surrender of a Bill of Lading marked "prepaid" does not automatically mean that freight and all loading on or during or subsequent to discharge from the vessel. In case goods are carried under an charges have been paid, the Merchant may be required by the Carrier to prove payment by bank agreement providing for the maintenance of stated temperatures said agreement as to temperatures shall not be deemed to come into effect until a reasonable time after the final closing of the compartment in

9. GOODS SHIPPED IN CONTAINERS

17. MERCHANT'S SPECIAL RESPONSIBILITIES

The Merchant shall be responsible and shall indemnify the Carrier for all penalties, expenses, dues, tax,
Goods may be stowed by the Carrier or his agents or servants in containers and containers whether loss, damage, detention, demurrage or liability whatsoever nature incurred by ship or cargo on account of without notice to the shippers and if they are so carried the Hague Rules or the Hague Visby Rules, whichever are applicable to this Bill of Lading by Clause 2 above, shall apply notwithstanding carriage or or under deck and the goods and/or containers shall contribute in general average whether carried or under deck and the goods and/or containers shall contribute in general average whether carried or under deck.

18. SPECIAL DELIVERY
Any special agreement to receive or to deliver the goods at a specified dock or wharf shall be construed to mean only that the Carrier shall not exercise its opinion to select the place of loading or discharge at the port of loading or discharge if, in the sole judgment of the Carrier, the vessel can safely under her own power proceed to lie at and return from the specified dock or wharf always afoat at any stage of tide and if such dock or wharf is immediately available to the Vessel. All expenses of such receipt or delivery

19. MARKING AND OTHER DETAILS OF THE GOODS.
The Carrier shall not be liable for incorrect delivery in accordance with the leading marks nor for errors caused by inaccuracy, obliteration or absence of marks, numbers, addresses or description if goods shipping unless such marks shall have been clearly, legibly and durably stamped or marked by the Merchant before shipment upon each package or goods in letters and figures not less than 5 cm high, together with the name of the port of destination. The Carrier may, however, in his option, arrange correct delivery but any extra expenses caused thereby to be for Merchant's account.

13. BOTH-TO-BLAIME COLLISION CLAUSE

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15. BOTH-TO-BLAIME COLLISION CLAUSE

16. He vessel comes into collision with another vessel as a result of the negligence or default of the Master, Mariner, Pilot or the sevants of the Carrier in the navigation or in the management of the away lability to the other or non-carrying vessel or her owner in so far as such loss or liability represents loss or damage to or any claim whatsoever to the Merchant for any loss, damage or delay of whatsoever be under vessel, the Merchant in any loss, damage or delay of whatsoever be under a way liability represents loss or damage to or any claim whatsoever of the Merchant for any loss, damage or delay of whatsoever be under whatsoever of the Merchant for any loss, damage or delay of whatsoever be under whatsoever of the Merchant for any loss, damage or delay of whatsoever be under a way liability represents loss or damage to or any claim whatsoever of the Merchant for any loss, damage or delay of whatsoever be under to sufficient the contract of the whatsoever of the Merchant for any loss, damage or delay of whatsoever be under the way loss, damage or delay of whatsoever be under a way liability represents loss or damage to or any claim whatsoever of the Merchant for any loss, damage or delay of whatsoever be under any liability from any act, neglect or default on his part while acting in the course of in the course of the owner of his assignment of the mention of the mention of the interior from time time, defense and immunity of whatsoever nature applicable to owner to the Owner of said cargo and set off or recouped or recovered by the other or non-carrying tessel or of the owner of his claims, earner acting as afforced and in the course of the Carrier or to white the Carrier acting as afforced and in the part of the carrier acting as afforced and in the part of the purpose of all the shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in

d) Any discharge, delivery or disposition of the goods as herein above provided shall constitute final delivery and the complete performance of this contract.

e) In any of the above circumstances the goods shall be solely at the Merchant's risk. All expenses in curred in connection therewith shall be payable by the Merchant and the Merchant shall and or charges incurred in connection therewith shall be payable by the Merchant and the Merchant shall reproduce the responsible to pay to the Carrier such additional freight as the Carrier for any change of route or destination.

\*\*CONSTRUCTION OF CONTRACT.\*\*