

[PLACE FOR SHIPPING COMPANY'S
NAME and ITS LOGO]

Приложение 1

SOROSS-MAC T-1

Shipper

Reference No _____

Consignee

BILL OF LADING No _____

Endorsed by
the Union of the Russian
Shipowners and the Chamber of
Commerce and Industry of the Russian
Federation

Notify address

Shipowner

Flag

Vessel

Port of loading

Port of discharge

Number of Orig. Bs/L

Marks and numbers

Kind of packages and
description of goods

Number of
pieces

Gross weight
Measurement

(of which _____ on deck at Shipper's risk; the carrier not
being responsible for loss or damage howsoever arising)

Freight and charges

Shipped on board of the vessel in apparent goods order and condition unless noted herein at the port of loading for carriage to the port of discharge or so near thereto as she may safely get, always afloat. All particulars (weight, measure, marks, numbers, quantity, contents, value and etc.) thereof being as stated by the Merchant but unknown to the Carrier who undertakes to deliver the goods as they were actually loaded.

In accepting this Bill of Lading the Merchant accepts and agrees to all stipulations, exceptions and conditions on both pages, whether written, printed, stamped or otherwise incorporated. One of these Bills of Lading must be surrendered duly endorsed in exchange for the goods.

Neither the weight nor the measure of goods carried in bulk are checked by the carrier on loading.

Any dispute which may arise out of or in connection with this Bill of Lading shall be settled by the Maritime Arbitration Commission at the Chamber of Commerce and Industry of the Russian Federation.

This Bill of Lading shall have effect subject to the provisions of the Merchant Shipping Code of the Russian Federation, 1999. In cases where the Hague(-Visby) Rules are compulsory applicable, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading.

In witness whereof number of stated above original Bs/L have been signed, one of which being accomplished, the others to be void.

Place and date of issue

Master's signature

1. Definitions. "Carrier" means the party on whose behalf this Bill of Lading has been signed.

"Merchant" includes the Charterer, the Shipper, the Receivers, the Consignee, the Holder of this Bill of Lading and the owner of the goods.

"Ship" includes any vessel owned, chartered or operated by the Carrier used in the performance of the Contract, evidenced by this Bill of Lading.

2. Scope of Voyage. The goods may be carried by any route whatsoever, whether or not the most direct or advertised or customary route, via any ports or places in any order whatsoever and for whatsoever purpose visited, together with other goods of every kind, dangerous or otherwise, whether stowed on or under deck. Vessels may sail with or without pilots, undergo repairs, adjust equipment, drydock and tow vessels in all situations.

3. Sub-contracting. The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, transshipment, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the goods.

4. Loading, Discharge and Delivery. In regard to loading and discharge this Bill of Lading is subject to the terms, condition and exceptions of the contract of affreightment according to which it is issued. In the absence of such an agreement the goods are received and delivered under ship's tackle.

If the Merchant fails to take receipt of the goods as stipulated above the contract of carriage shall be considered as having been fulfilled and the carrier shall be at liberty to put the goods into craft and/or land on the quay and/or storing, etc., as the Carrier may think fit at the expense and risk of the Merchant. In this event the Carrier shall have the right to claim demurrage and/or discharge and store the goods as set out above.

5. Ligthorage. The Carrier in arranging for lighters or other transportation between ship and shore, does so as the Merchant's agent and for account and risk of the goods.

6. Optional Stowage and Deck Shipment. The Carrier is at liberty to stow the goods in poop, forecstake, shelterdeck, spare bunkers or any covered space commonly used in the trade for the carriage of such goods and when so stowed shall be deemed for all purposes to be stowed under deck. Where the goods are stated herein to be received and/or shipped as deck cargo such goods are carried at Merchant's risk, in which case the Carrier shall be under no liability for any loss or detention thereof, or damage thereto, arising from any cause whatsoever. The Carrier shall be entitled to carry goods on deck in containers, trailer, transportable tanks or similar articles of transport used to consolidate goods whether they are stowed there by him or Merchants. The Carrier is not required to give notice to the Merchant of any stowage and carriage as provided in this clause. These goods (container, etc.) carried on deck shall be treated as if they were stowed under deck and the Hague-(Visby) and York-Antwerp Rules as incorporated herein shall be applicable to them.

7. Hindrances etc., Affecting Performance. If in the event of restraint of authorities, epidemic, quarantine, ice, labour troubles, strikes, lockouts, congestion and any other causes beyond Carrier's control the goods cannot be discharged at the port of destination without risk to ship and cargo, the Carrier is entitled to land the goods at one of the nearest ports of call where possible at Merchant's risk and expense and to inform the Merchant thereof, if possible.

8. Extent of Responsibility.

1) In no event shall the Carrier be liable for damage to and/or loss of goods prior to loading or after discharge, not even if such damage or loss is due to the negligence of his servants and even though the goods are in the custody of the Carrier, his agents or servants as warehousemen or howsoever. In no event shall the Carrier's liability commence before the goods have been loaded over ship's rail and shall cease at the latest when goods have passed ship's rail upon discharge. The Merchant shall be required to prove that the goods were damaged within this period of responsibility.

2) The Carrier shall however be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

- a) 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;
- b) the wrongful act or neglect of the Merchant;

c) compliance with the instructions of any person entitled to give them;

d) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed; unless the packing had been carried out by the Carrier;

e) handling, loading, stowage, or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;

f) inherent vice of the goods;

g) insufficiency or inadequacy of marks or numbers on the goods, covering, or unit loads; except where they are required to be affixed by the Carrier;

h) strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;

i) any other cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

3) Where under sub-clause 2 the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this clause have contributed to the loss or damage.

4) The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in a, b, c and i of sub-clause 2 shall rest upon the Carrier.

9. Notice of loss. Unless notice of loss of or damage to the goods and the general nature of it be given in writing to the Carrier at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent, within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading.

10. Time Bar. The Carrier shall be discharged of all liability under the rules of these conditions unless suit is brought within one year after delivery of the goods or in the case of total loss of the goods, the period shall begin from the moment when the goods should have been delivered.

11. Defences for Servants, etc. The defences and limits of liability provided for in this B/L shall apply in any action against the Carrier for loss or damage to the goods whether the action be founded in contract or in tort, also in any action against a servant, agent, or independent contractor, unless it is proved that the loss or damage resulted from an act or omission of the Carrier or of this person done with intent to cause damage or recklessly and with knowledge that damage would probably result.

12. Sealed Goods. The Carrier shall not be responsible for the shortage of or damage to the goods arrived at the port of destination in good containers or other similar receptacles duly sealed by the Shipper and for goods delivered in other safe and good packages without any signs of opening (unsealing) them during the carriage in case of Merchant's failure to prove that such shortage of or damage to the goods occurred through the fault of the Carrier.

13. Lien. The Carrier shall have an absolute lien on goods for any amount due under this contract and for contribution in respect of general average and for salvage to whomsoever due, including costs of recovering the same and storage fees, and may enforce such lien in any reasonable manner which he may think fit. If on sale of the goods the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the difference from the Merchant.

14. Description of the goods. The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier of the description of the goods, marks, number, quantity and weight (including gross weight of the container or any other receptacle) and insurance as furnished by him, and the Merchant shall indemnify the Carrier against all loss, damage and expense arising or resulting from inaccuracies in or inadequacy of such particulars.

15. Freight and Charges:

1) Freight shall be deemed earned on receipt of the goods by the Carrier and shall be paid in any event, goods lost or not lost according to the terms of the contract of affreightment and not to be returned.

2) All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

3) If the currency in which freight and charges are quoted is devalued/revalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately changed in proportion to the extent of the devaluation/revaluation of the said currency.

4) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemic, strikes, government directions or force-majeure.

16. Stowage in Containers by the Carrier. The Carrier may stow the goods in containers and has the right without notice to the Merchant to carry them in closed containers. If the goods accepted for shipment are packed into containers by or on behalf of the Carrier, the Carrier's responsibility for the

goods commences at the moment of his receipt of the goods by the Carrier and ceases when the goods are discharged out of the container at the port of destination. The Carrier shall during the whole period from such loading until unloading be entitled to the benefit of all privileges, rights and immunities contained in this Bill of Lading.

17. Merchant-packed Containers. Where any container, transportable tank, flat or pallet and other receptacles accepted for transportation has not been filled, packed or stowed by or on behalf of the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier if such loss, damage or expenses have been caused by:

1) negligent filling, packing or stowing of the container or any other receptacle;

2) the contents being unsuitable for carriage in container or any other receptacle;

3) the unsuitability or defective condition of the container or any other receptacle unless they have been supplied by the Carrier and the unsuitability or defective condition of the container would not have been apparent upon reasonable inspection at or prior to the time when the container and any other receptacle was filled packed or stowed.

18. Special Container. If the goods are stowed by or on behalf of either the Carrier or the Merchant in special container with refrigeration or heating units the Carrier does not accept any responsibility for the functioning of such containers not owned or leased by the Carrier.

19. Repositioning of Containers. Where containers owned or leased by the Carrier are unpacked at the Merchant's premises, they are jointly and severally responsible for returning the empty containers with interiors brushed and clean to the port or place of discharge or to the point or place designated by the Carrier, his servants or agents within the stipulated time. Should a container not be returned within the stipulated time the Merchant shall be liable for any demurrage, loss or expenses which may arise from such non-return.

20. Refrigerated Goods. A Surveyor's Certificate with respect to heated, cooled, ventilated or insulated space, issued prior to the shipment, shall be deemed to be conclusive evidence that the Carrier has exercised due diligence to make the vessel seaworthy in respect to such space. The Carrier shall not be obliged to provide for refrigerated storage ashore. Consignee to take delivery of refrigerated cargo as soon as the vessel is ready to deliver, otherwise cargo will be landed at Consignee's risk and expense.

21. Heavy or Bulky Goods. Peaces or packages weighting two tons each and upwards or of exceptional bulk or length or if awkward for vessel's tackle or gear shall be loaded and discharged at Merchant's risk and crange and any other extra expenses shall be, unless otherwise agreed, for account of the goods.

22. Dangerous goods. Before the goods of dangerous or damaging nature and radioactive material are tendered for shipment, the Merchant shall inform in writing the Carrier, Master or Agent of the vessel, of their exact nature of danger, indicating the precautions to be taken, given the name and address of the Shipper and the Consignee and distinctly mark the nature of the goods on the surface of the package or packages, as required by the International Maritime Dangerous Goods Code and applicable statutes or regulations and in addition on each container, flat, trailer, etc. A special stowage order giving consent to shipment must be obtained from the Carrier. The Merchant will be liable for all loss, damage, delay or expenses, if the foregoing provisions are not complied with.

23. General Average. General Average to be adjusted at any port or place at the Carrier's option and to be settled according to the York-Antwerp Rules 1994, this covering all goods carried under deck and the containers etc. carried on deck. The Amended Jason Clause as approved by BIMCO to be considered as incorporated herein. Average bond with values declared therein to be signed, also sufficient security to be given as required by Masters or agents.

24. Incorporated Clause. In case Charter-Party is issued (agreed upon) for the carriage of the goods covered by this Bill of Lading the terms, conditions and exceptions of this relative Charter-Party will prevail over the terms, conditions and exceptions of the Bill of Lading except the arbitration clause herein. The Both-to-Blame Collision Clause, War Risks Clauses "Voywar—1993" as approved by BIMCO are fully and specifically incorporated in this Bill of Lading.