

SROP, 10003/31

20.2.84

2 000041462+

41462 kopano

00010z pms nl

1020 1230040 amsterdam 17/2/1984 viaj pms nl

40 FEB. 1984

out

attn. of mr. siphon ngcobo,

yesterday we learned from comrade carneson resources department mazimbu that you did not receive the documents concerning our container stru-780575 5 which we sent to you in november 1983 expected to arrive in dar with mv gala del mar in the beginning of december. we sent you a letter and documents on october 21 and our transport agency on november 3, 1983. today we will send copies of all documents to you by registered mail. please contact the agent which is handling the container in dar: united youth shipping company, daressalaar, phone 29102 or 25029 and let us know about the results. our executive member rien cardot is arriving at daressalaam airport for a 2 weeks visit to mazimbu on february 25, 0900 hours with flight ms821 from cairo. please meet him at airport and assist him in proceeding to mazimbu. thanks, dutch a.a.m., kier schuringa +

Contents: Resources

84 FEB 17 1

PMG

rrnr

41462 kopano

00010z pms nl

0529



Applicable only when document used as a Through Bill of Lading

Particulars declared by Shipper

Shipper  
ARGUS TRANSPORT  
FOR ACCOUNT OF  
ANTI APARTHEIDSBEWEGING NEDERLAND  
AMSTERDAM.

Consignee (if 'Order' state Notify Party)

A.N.C.  
P.O. BOX 2239  
DAR ES SALAAM  
TANZANIA.

Notify Party (ONLY if not stated above; otherwise leave blank)

SAME AS CONSIGNEE

\* Pre-Carriage

\* From

Ocean Vessel

LA DEL MAR, 83/05

Port of Loading

Rotterdam

Port of Discharge

DAR ES SALAAM

\* Final destination (if on-carriage)

XXXXX

B/L No. RDES-3

Shipper's Ref.

F/Agent's Ref.

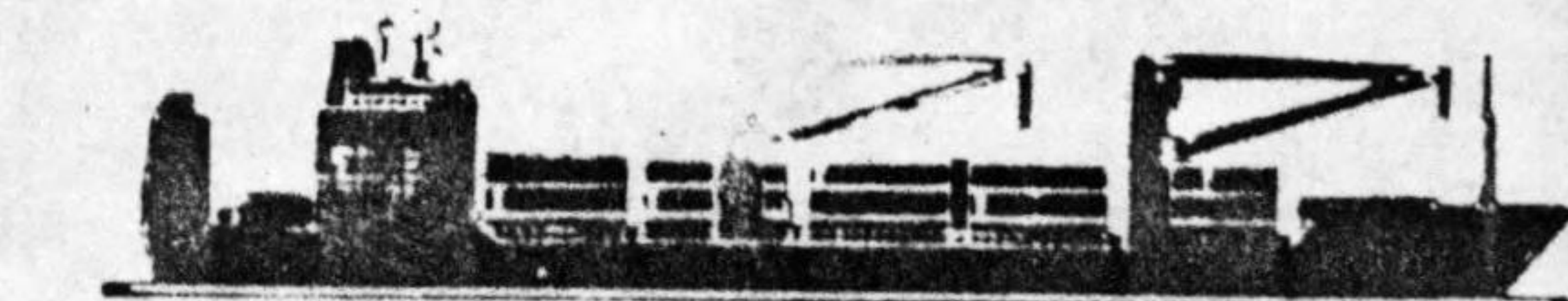
HELSINGBORG  
GOTHENBURG

OSLO  
COPENHAGEN  
AARHUS  
DUSSELDORF  
ROTTERDAM  
ANTWERPEN  
LONDON  
FELIXSTOWE  
LE HAVRE  
CADIZ  
BILBAO  
ALICANTE  
VALENCIA  
LAS PALMAS  
TENERIFE  
LISSABON  
PORTO  
JEDDAH

MOMBASA  
NAIROBI  
DAR-ES-SALAAM  
TANCA

MORGAN WEDLIN AB Tel. 14 42 35 Telex 72714  
MORGAN WEDLIN AB Tel. 23 62 52 Telex 27820

SCANSPEL SHIPPING A/S Tel. 60 60 95 Telex 17313  
BALTISK LINEAGENTUR APS Tel. 42 26 00 Telex 19384  
BALTISK LINEAGENTUR APS Tel. 13 19 55 Telex 64507  
DOCRA HOLDING BV Tel. 32 90 36 Telex 8588156  
DOCRA HOLDING BV Tel. 33 00 22 Telex 27092  
DOCRA BELGIUM Tel. 31 09 05/02 Telex 35288  
NEVEXSHIPS Tel. 481 99 36 Telex 884828  
NEVEXSHIPS Tel. 03942 79215 Telex 987818  
NAVIWEST SARL Tel. 43 41 47 Telex 190758  
EUROCARGO S.A. Tel. 956-23 58 49/23 60 08/23 60 09 Telex 76141  
EQUIMAR S.A. Tel. 46 29 022 Telex 31471  
IBERBOX S.A. Tel. 22 45 10 Telex 66606  
MARCARGO Tel. 36 76 912 Telex 67400  
ICOD S.A. Tel. 28-26 01 49 Telex 96217  
ICOD S.A. Tel. 22-24 71 75/76 Telex 92375  
IBERO LINHAS Tel. 19-60 39 94 Telex 16507/13424  
IBERO LINHAS Tel. 29-591 51 Telex 22557  
SAUDI MAR Kaki building, 5th floor, room no. 504 P.O. Box 9139, JEDDAH,  
Saudi Arabia Phone 6311222 Telex 402274  
W.E.C. LINES (K) LTD. Tel. 31 56 23/4 Telex 21057  
W.E.C. LINES Tel. 33 80 41, 33 80 45 Telex 22992  
NASACO Tel. 272 41-272 48 Telex 41235, 41323  
NASACO Tel. 2611-17 Telex 45026



MEAL-W.E.C. lines

ROUTING FROM Pier TO Pier  
Freight Payable at ROTTERDAM  
Number of original Bs/L  
3/THREE

Marks and Numbers

A.N.C.  
P.O. BOX 2239  
DAR ES SALAAM.  
TANZANIA

Number and kind of packages; description of goods

1x 20ft. box container stc:  
13 Colli "Tools"  
107 Colli "Office Supplies"  
63 Colli "Cotton Textiles"  
210 Colli "Used Furniture"

Kilos

Gross weight

Measurement

- 600 kos.  
- 625 kos.  
- 1500 kos.  
- 2000 kos.

Freight prepaid.  
Shippers load count and stowage.

ORIGINAL

PARTICULARS OF CONTAINERS

(including Serial No., Type and Tare Weight)

1x 20ft. box container nr:STRU-780575-5

FREIGHT AND CHARGES

Freight prepaid upto pier  
Dar es salaam.

container use. the carrier allows seven days free  
utilization after this free period demurrage will  
be charged viz: 8 - 14 days at usd. 6 per 20' per  
day and usd. 10 per 40' per day after 14 days at  
usd. 12 per 20' per day and usd. 20 per 40' per day  
applicable as from the 8th day. utilisation time  
to count from day of landing till day of redelivery  
in carrier's depot.

Received for shipment at the port of place first mentioned above including if hereby applicable precar-  
riage to the sea terminal at the port of loading of the overseas vessel the above mentioned goods in ap-  
parent good order and condition unless otherwise stated and to be carried to and delivered at the sea ter-  
minal at the port of discharge of the overseas vessel or if so provided for at the final destination named  
above.

Weight, measure, marks, numbers, quality, contents and value as declared by the Shipper but unknown  
by the Carrier.

In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, excep-  
tions and conditions, on both pages whether written, printed, stamped or otherwise incorporated as fully  
as if they were all signed by the Merchant.

One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods of delivery order.

In WITNESS whereof the original Bills of Lading all of this tenor and date have  
been signed in the number stated above, one of which being accomplished the  
other(s) to be void.

Number of Packages (in words)

ONE

Place and date of issue

Rotterdam, 31-10-1983

Signed for the Master by

DOCRA Holding B.V. as agents only



The headings of the clauses are for ready reference only and do not form part of the clauses

1. **DEFINITION OF MERCHANT.** Wherever the term Merchant occurs in this B/L, it shall be deemed to include the Shipper, the Consignee, the Holder of the B/L, the Receiver and the Owner of the goods.

2. **IDENTITY OF CARRIER.** The contract evidenced by this B/L is between the Merchant and the Shipowner on whose behalf this B/L has been signed and it is therefore agreed that the said Shipowner only shall be liable as Carrier under this contract.

3. **EXEMPTIONS AND IMMUNITIES OF THE SERVANTS AND AGENTS OF THE CARRIER.** It is hereby expressly agreed that no servant or agent of the carrier (including every independent contractor from time to time employed by the carrier) shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee or owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising of resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the carrier acting as aforesaid and for the purpose of all the foregoing provisions 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 who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.

The carrier shall be entitled to be paid by the shipper, consignee, owner of the goods and/or holder of this Bill of Lading (who shall be jointly and severally liable to the carrier therefor) on demand any sum recovered or recoverable by either such shipper, consignee, owner of the goods and/or holder of this Bill of Lading or any other from such servant or agent of the carrier (including independent contractors as aforesaid) for any such loss, damage, delay or otherwise.

4. **PARAMOUNT CLAUSE.** The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, as enacted in the Country of shipment shall apply to this contract. If anything herein contained be inconsistent with the statutory enactment of the Hague Rules made applicable by this clause, it shall to the extent of such inconsistency, but no further, be null and void.

5. **JURISDICTION.** All claims and disputes arising under this B/L shall be governed by either the English Law or the Law of any of the countries between which the Carriers maintain their traffic, but always at Carriers' option.

6. **RESPONSIBILITY.** The Carrier shall not be responsible for loss of or damage to the goods during the periods before receipt of the goods at the sea terminal at the port of loading or after delivery of the goods in question from the sea terminal at the port of discharge. The appropriate Carriage of Goods by Sea Act is hereby deemed to apply to the B/L during the entire period the goods are laid at the sea terminals. Nevertheless, where by the nature of this B/L the contract of carriage is in respect of through transit of containerised or otherwise utilised goods commencing at and terminating at interior places which are expressly stated in the B/L, the Carrier shall, notwithstanding anything herein or otherwise expressed to the contrary, be responsible for the goods in the manner herein provided from the time they are received for shipment by his agents or servants, being sub-carriers or not, at the specified first place of despatch until delivery by his agents or servants, being sub-carriers or not, at the specified place of final destination. During the periods before receipt of the goods at the sea terminal of the port of loading or after delivery of the goods at the sea terminal at the port of discharge, the Carrier hereby accepts the same liability in respect of the goods as would have existed if every sub-contracting party had made a separate and direct contract with the Merchant on the standard terms and conditions of business of the sub-contracting party in respect of that part of the through-transit, cargo handling or warehousing undertaken by the sub-contracting party. If it cannot be established in whose custody the goods were when damage or loss occurred the damage or loss shall be deemed to have occurred during the sea voyage and the appropriate Hague Rules legislation shall apply.

Except in respect of claims for loss or damage arising out of that part of the carriage (if any) subject to the Hague Rules the Carriers shall not be liable:

(1) (a) for loss from a package or from an unpacked consignment; or

(b) for damage, deviation, misdelivery, delay or detention;

unless they are advised thereof in writing otherwise than upon a consignment note or delivery document within three days and the claim be made in writing within seven days after the termination of transit;

(2) for loss or non-delivery of the whole of the consignment or of any separate package forming part of the consignment;

unless they are advised of the loss or non-delivery in writing (other than upon a consignment note or delivery document) within twenty-eight days and the claim be made in writing within forty-two days after the commencement of transit.

Further all liability whatsoever of the Carrier shall in any event cease unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

7. **CONTAINERS** (i) Goods may be stowed by the Carrier or his agents or servants in containers, and containers whether stowed as aforesaid or received in a stowed condition from the shippers may be carried on or under deck without notice to the shippers, and if they are so carried, the Hague Rules as incorporated herein shall be applicable notwithstanding carriage on or under deck and the goods and/or containers shall contribute in General Average whether carried on or under deck.

(ii) The Carrier has no responsibility whatsoever for the functioning of reefer containers or trailers, not owned nor leased by the Carrier.

(iii) If the articles accepted for transportation are Containers the contents having been packed and stowed inside the Container by or on behalf of the Shipper and not by or on behalf of the Carrier:

(a) The Carrier shall be under no liability in the event of loss of or damage to any of the Goods directly or indirectly caused by the manner in which the contents have been packed and/or stowed inside the Container/s or by the unsuitability of the contents for Container carriage or by the unsuitability or defective condition of the Container.

(b) The Merchant hereby agrees to indemnify the Carrier against any loss which the Carrier may suffer, or liability to any person which the Carrier may incur, on account of personal injury or loss of or damage to any property due to the manner in which the contents have been packed and/or stowed inside the Container or due to the unsuitability or defective condition of the Container.

(c) The Merchant further agrees to indemnify the Carrier against any additional expenses, fines, duties and taxes which the Carrier may incur by reason of errors or omissions in the marks, numbers or descriptions of the container or its contents.

8. **SUBSTITUTION OF VESSEL AND TRANSHIPMENT.** The carrier has the right, but no obligation to carry the goods by any vessel, either belonging to the Carrier or not, or by land or air transport, and may discharge the goods at any port for transshipment, tranship, land or store the goods either on shore or afloat and reship or forward the same at Carrier's expense.

9. **NOTIFICATION.** Any clause herein giving names of parties who desire to be notified of the arrival of the goods at destination is solely for the information of the Carrier's Agents and failure to notify shall not involve the Carrier in any responsibility or relieve the Merchant from any obligation hereunder.

10. **DELIVERY OF GOODS.** If the goods are not taken by the Merchant at the time when the Carrier is entitled to call upon him to take delivery, the Carrier shall be at liberty at the sole risk and expense of the Merchant to put the goods in safe custody.

11. **MARKING, SORTING, ETC.** The goods shall be distinctly and permanently marked. Each consignment must be delivered assorted according to marks and in such order as to enable separate stowage and corresponding delivery.

The Carrier shall not be liable for any loss or damage arising from the non-performance of any of the said obligations of the Merchant.

#### 12. FREIGHT AND CHARGES.

(a) Freight to be paid in cash without discount and, whether prepayable or payable at destination, to be considered as earned on receipt of the goods and not to be returned or relinquished, conveyance or vessel and/or goods lost or not lost.

(b) Freight and all other amounts mentioned in this B/L are to be paid in the currency named in the B/L or, at the Carrier's option, in the currency of the Country of the port of loading or port of discharge at the highest rate of exchange for bankers' sight bills current for prepayable freight on the day of loading, and for freight payable at destination on the day when the vessel is entered at the Custom House or on the date of withdrawal of the delivery order, whichever the higher, or at the option of the Carrier, on the date of the B/L.

(c) The Merchant shall pay any extra expenses incurred as a consequence of the cargo not being delivered in accordance with the provisions in clause 11.

(d) No weighing of goods to take place onboard the vessel without permission of the Carrier. Any expense for weighing onboard as well as extra expenses for discharging and delivery arising or resulting from weighing onboard to be borne by the Merchant, any custom of the port notwithstanding.

(e) Goods once shipped cannot be taken away by the Merchant except upon Carrier's consent and against payment of full freight and compensation for any extra expenses through such taking away.

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

(g) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any increase of war risk insurance premium and war risk increase of the wages of the Master, officers and crew and for any increase of the cost for bunkers and for deviation or delay caused by war or warlike operations or by government directions in such connection.

(h) The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurement or value of the goods but the Carrier reserves the right to have the contents inspected and the weight, measurement or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct freight and the freight charged or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on the B/L as freight payable.

13. **LIEN.** The Carrier shall have a lien on the cargo for any amount due under this contract and for cost of recovering same and shall be entitled to sell the goods privately or by auction without prior notice,

advertisement, legal authority to cover any claim. If on sale of the goods, the proceeds fail to cover the amount due and the cost and expense incurred, the Carrier shall be entitled to recover the difference from the Merchant.

14. **DELAY.** The Carrier shall in no circumstances whatsoever be responsible for any direct or indirect loss or damage sustained by the Merchant through delay.

15. **GENERAL AVERAGE AND SALVAGE.** General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1950 in the event of accident, danger, damage or disaster before or after 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 Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, 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 salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers. Such deposit as the Carrier or his Agents without prejudice, may deem sufficient to cover the estimated contribution of the goods and any special charges thereon shall, if required be paid to the Carrier or his Agents prior to delivery into a special account in accordance with the provisions of the said Rules.

16. **BOTH-TO-BLAME COLLISION CLAUSE.** (This clause to remain in effect even if unenforceable in the Courts of the United States of America.) If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owner of the said goods paid or payable by the other or non-carrying vessel or her Owner to the Owner of said cargo and set-off, or recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

17. **ALTERNATIVE PLACE OF DELIVERY.** The Carrier shall have liberty to comply with any orders, directions or recommendations as to loading, unloading, departure, routes, ports and places of call stoppages, destination, arrival, discharge, delivery or in any otherwise whatsoever given by any government or authority or any person or body acting or purporting to act with the authority of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give directions, and any action taken by the Carrier under this clause, or delay resulting therefrom shall be deemed to be included within the contractual transit and shall not be a deviation.

If any event whatsoever occurs or is likely to occur (whether or not the same exists or could be foreseen at the date hereof) which in the judgement of the Carrier or any person charged with the transportation or safekeeping of the Goods or any part thereof renders it in any way impracticable or imprudent or unlawful or against the interests of the Carrier or the Merchant to continue the adventure or to deliver the goods at the port of discharge or final destination as the case may be by the route/s and in the manner intended by the Carrier or which in such judgement is likely to subject such adventure and/or such delivery to danger or delay of whatsoever nature, the Carrier or such person may without notice discharge and/or retain the Goods or any part thereof at any port or place which may be selected by the Carrier or such other person at their absolute discretion. Such port or place shall in such event for all purposes be deemed to be the contractual port of discharge or final destination as the case may be for that part of the Goods there discharged and/or retained and the Merchant shall there take delivery of such of the goods there discharged and/or retained and shall pay all additional costs and expenses of delivery at such place and any costs incurred by the Carrier in storing any of the goods at such port or place. The Carrier's responsibility for the part of the Goods discharged and/or retained at such port or place shall wholly cease upon such discharge or retention, and, if the Carrier shall make arrangements to store and/or tranship and/or forward the Goods so discharged and/or retained to the original port of discharge or final destination as the case may be, it is agreed that he shall do so as agent only for and at the sole risk of the Merchant without any liability whatsoever in respect of such agency, and the Merchant shall reimburse the Carrier forthwith upon demand all extra freight, charges and extra expenses thereby incurred.

**GOODS OF A DANGEROUS OR DAMAGING NATURE AND RADIO-ACTIVE MATERIAL MUST NOT BE TENDERED FOR SHIPMENT UNLESS A WRITTEN CERTIFICATE OR DECLARATION HAS BEEN PREVIOUSLY GIVEN TO THE CARRIER, SUB-CARRIERS, MASTER OR AGENT OF THE VESSEL STATING:**

(a) THAT THE GOODS, AND IF APPLICABLE THE CONTAINER, FLAT, TRAILER ETC., ARE PROPERLY MARKED, LABELLED AND ARE ADEQUATELY PACKED, AND

(b) THE CORRECT TECHNICAL NAME, NATURE AND CLASS OF DANGEROUS GOODS

A SPECIAL STOWAGE ORDER GIVING CONSENT TO SHIPMENT MUST ALSO BE OBTAINED FROM THE CARRIER. THE MERCHANT WILL BE LIABLE FOR ALL CONSEQUENTIAL DAMAGE AND EXPENSE IF THE FOREGOING PROVISIONS ARE NOT COMPLIED WITH.



P.O. Box 680, 3000 AH Rotterdam  
Blaak 16, 3011 TA Rotterdam  
Tel. 010 - 545 922  
Telex 22288 insb nl  
Telegraphic-address: asskro

**KRÖLLER & CO**  
insurance brokers

Ref. JE/-- No. 21014/769515

### CERTIFICATE OF INSURANCE

This is to certify, that we, the Undersigned, have effected an Insurance for account

of "BEARER"

amounting to: D.Fls. 63.000,-- so valued

say: SIXTY THREE THOUSAND DUTCH FLORINS

on: 13 packages Tools valued D.Fls. 10.750,--  
107 packages Office Art. valued D.Fls. 5.750,--  
63 packages Cotton Material valued D.Fls. 15.750,--  
210 packages used Furniture valued D.Fls. 30.750,--  
Marked: container no. STRU 780575/5

from: Amsterdam via Rotterdam

per: m.v. "GALA DEL MAR"

or substitute (subject to the classification clause)

sailing date/ date of departure 28th October, 1983 o.h.c.

to: Dar Es Salaam / Tanzania

and further to the final destination.

#### CONDITIONS:

**COPY**

1. Against all risks of loss of or damage to the subject matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Further as per Institute Cargo Clauses (All Risks) dd. 1/1/1963 (as over).
2. ~~War and strikes risks as per Institute War and Institute Strikes Riots and Civil Commotions Clauses (as over).~~

#### ADDITIONAL CONDITIONS:

Not applicable.

#### IMPORTANT

##### STORAGE, CHANGE OF VOYAGE

In case of storage or change of voyage or of any other alteration the attention is drawn to the special stipulations in the conditions on the back of this certificate

##### SURVEY

In order to facilitate the settlement of any claim for loss or damage hereunder, the Assured or their Agents should take the following steps. Failure to comply with these requirements may prejudice any claim under this certificate.

In the event of damage which may involve a claim under this certificate, immediate notice of such damage should be given to and a Survey Report obtained from the average/settling/Agent. **X**

If no average agent is mentioned or if on account of the place where the survey should be held, it is not feasible to apply to that average agent, application for survey should be made to:

- a. the nearest agent of the Marine Underwriters Association in Holland,
- b. the nearest Lloyd's agent or
- c. another competent average agent of first class reputation.

##### CARRIERS' AND/OR BAILEES' LIABILITY

Assured or their Agents must:

1. Claim in writing on the Carriers and on the Port Authorities for any missing packages.
2. Apply immediately for joint survey in the docks with carriers' representative if any loss or damage be apparent and claim in writing on the Carriers for any actual loss or damage found at such survey.
3. In no circumstances give clean receipts where goods are in doubtful condition except under written protest.
4. Give notice in writing to the carriers' representative within three days of delivery if the loss or damage was not apparent at time of taking delivery.

The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities in force at the port of discharge.

All correspondence with Carriers regarding their liability should be forwarded when submitting any claim to Underwriters.

Note. Average/Settling Agents are not personally responsible for the payment of claims under the certificate and have no authority to represent underwriters in any legal proceedings.

**X General Agricultural Products Export Cpn. (GAPEX)**  
N.I.C. Investment House,  
Independence Avenue, P.O. Box 9172  
DAR ES SALAAM

Issued at Rotterdam,

12th October, 19 83

Kröller & Co  
makelaars in assurantien  
p.p.



## 1. This insurance covers

- 1.1 the risks excluded from the Standard Form of English Marine Policy by the clause "Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire, unless caused directly and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power. Further warranted free from the consequences of civil war, revolution, rebellion, insurrection or civil strife arising therefrom or piracy.
- 1.2 loss of or damage to the interest insured caused by:
- 1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom.
- 1.2.2 mines, torpedoes, bombs or other engines of war.
- 1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.
2. This insurance excludes
- 2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detentions of Kings, Princes, Peoples, Usurpers or persons attempting to usurp power.
- 2.2 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 2.3 loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture etc. Clause as quoted in 1.1 above inserted therein.
- 2.4 loss or damage proximately caused by delay inherent vice or loss of market, or any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules.
3. Claims recoverable shall be payable irrespective of percentage.
4. This insurance, except for the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 5 below,
- 4.1 attaches only as the interest insured and as to any part as that part is loaded on an overseas vessel and terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from an overseas vessel at the final port or place of discharge
- or
- on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,
- whichever shall first occur.
- nevertheless,
- subject to prompt notice to the Underwriters and to an additional premium, such insurance
- 4.2 reattaches when, without having discharged the interest at the final port or place of discharge, the vessel sails therefrom; and
- 4.3 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the vessel at the final or substituted port or place of discharge
- or
- on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,
- whichever shall first occur.
- 4.5 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the interest for or on carriage by another overseas vessel, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the vessel at the intermediate port or place, but reattaches as the interest and as to any part as that part is loaded on the on-carving overseas vessel. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate port or place of discharge. If the insurance reattaches, it thereafter terminates in accordance with 4.2.
- 4.6 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 4.2. If the interest is subsequently reshipped to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches.
- 4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carving overseas vessel for the voyage.
- 4.6.2 in the case of the interest not having been discharged, when the vessel sails from such deemed final port of discharge.
- thereafter such insurance terminates in accordance with 4.4.
- (For the purpose of Clause 4 and Clause 5
- "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.
5. The insurance against the risks of mines and derelict torpedoes, floating or submerged,
- 5.1 attaches as the interest and as to any part as that part is first loaded on vessel or craft after such interest leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and
- 5.2 terminates either
- 5.2.1 as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters,
- or
- 5.2.2 when, before the interest is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters, the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed therein, nevertheless, subject to prompt notice to the Underwriters and to an additional premium if required, such insurance reattaches, and thereafter terminates either
- 5.2.2.1 as the interest and as to any part as that part is discharged from vessel or craft prior to sale and delivery at such port or place
- or,
- 5.2.2.2 unless otherwise specially agreed by the Underwriters, on the expiry of 60 days whilst afloat after completion of discharge overseas of the interest from an overseas vessel at such port or place,
- whichever shall first occur.
- If the interest is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, subject to prompt notice to the Underwriters and to an additional premium, such insurance remains in force until terminated as the interest and as to any part as that part is discharged finally from vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the Underwriters.
- (For the purpose of Clause 4 and Clause 5
- "overseas vessel" shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel).
6. Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2, 4 or 5 shall, to the extent of such inconsistency, be null and void.
7. Subject to prompt notice to the Underwriters and to an additional premium, the interest is held covered within the provisions of these clauses in the case of
- 7.1 change of or deviation from the voyage
- 7.2 variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment.
8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
- CL.27.

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery
- (a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
- (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either
- (i) for storage other than in the ordinary course of transit
- or
- (ii) for allocation or distribution,
- or (c) on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either
- (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,
- or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.
3. Including transit by craft raft or lighter to or from vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.
4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.
5. This insurance is against all risks of loss or damage to the subject matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.
6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.
7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.
8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.
9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.
10. This insurance shall not insure to the benefit of the carrier or other bailee.
11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.
- In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.
12. Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not, but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.
- Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.
- Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.
13. Warranted free of loss or damage
- (a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions; or
- (b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.
- Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.
14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

Transit (Clause (Incorporating Warehouse to Warehouse Clause).

Termination of Adventure Clause

Craft, &amp;c. Clause

Change of Voyage Clause

All Risks Clause

Constructive Total Loss Clause

G.A. Clause

Seaworthiness Clause

Both to Blame Collision Clause

F.C. &amp; S. Clause

F.S.R. &amp; C.C. Clause

Reasonable Despatch Clause

NOTE - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

## INSTITUTE STRIKES RIOTS AND CIVIL COMMOTIONS CLAUSES

1. This insurance covers loss of or damage to the property hereby insured caused by
- (a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- (b) persons acting maliciously.
2. Warranted free of
- (i) loss or damage proximately caused by
- (a) delay, inherent vice or nature of the property hereby insured,
- (b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion,
- (ii) any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1950,
- (iii) loss or damage caused by hostilities warlike operations, civil war, or by revolution, rebellion, insurrection or civil strife arising therefrom.
3. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery
- (a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
- (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either
- (i) for storage other than in the ordinary course of transit
- or
- (ii) for allocation or distribution,
- or (c) on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
4. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either
- (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,
- or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
5. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.
6. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.
7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.
8. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

NOTE - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.