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13.1.84

**EMBASSY  
OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA**

**TEL. 21520/23196**

**P. O. BOX 2838**

**DAR ES SALAAM  
(TANZANIA)**

**NO. 24/84.**

**DATE 13th January, 1984.**

Com. S. Mabizela,  
Chief Representative,  
African National Congress,  
P. O. Box 2239,  
DAR ES SALAAM.

Dear Sir,

**RE: AID OF YUGOSLAV TRADE UNION MOVEMENT TO S.A.C.T.U.**

With reference to our previous correspondence in the above matter, please be informed that your consignment under Bill of Lading No. 502 on board M/V. Motor Vessel "SPLIT" (arrived in Dar es Salaam harbour on 11.1.84). The consignment is in container JSPU 001526. In the same container also is part of the consignment which belongs to the O.A.U. Committee as Humanitarian Aid from Yugoslav Red Cross.

Would you please get together in order to collect the appropriate consignments. Enclosed is the original Bill of Lading.

Please accept our best wishes,

Yours faithfully,

h.  
M. BRSCIC  
COUNSELLOR



Ensl.

c.c. Mr. E. A. Aina,  
Asst. Executive Secretary,  
O.A.U. Committee,  
DAR ES SALAAM.

14/01/84. N. edwe



Shipper

CONFEDERATION OF TRADE UNIONS OF  
YUGOSLAVIA BEOGRAD/YUGOSLAVIA/

BILL OF LADING

B/L No.

Voyage No 3/83

502

Consignee: order of

EMBASSY OF THE SFR OF YUGOSLAVIA  
UPANGA ROAD, PLOT 35 and 36  
POB 2838 DAR ES SALAAM/TANSANIA/



Notify address (carrier not to be responsible for failure to notify)

EMBASSY OF THE SFR OF YUGOSLAVIA  
UPANGA ROAD, PLOT 35 and 36  
POB 2838 DAR ES SALAAM/TANSANIA/

ORIGINAL

Vessel

SPLIT "

Port of loading

RIJEKA

Port of discharge

DAR ES SALAAM

Freight payable at

FREIGHT PREPAID

Number of Original B/L

FOUR/4

Marks & Nos.

Number and kind of packages; description of goods

Gross weight  
in kilos

Measurement

groupage CTN JSPU-001526-2 TARA:

1 case VARIOUS SPORTS EQUIPEMENT  
AND ACCESSORIES/670 pcs/

180 1,-

" ON BOARD "

SHIPPER'S COUNT AND LOAD  
PIER DELIVERY

"The contents of the container described hereon have been packed within the container, and a list of the contents has been prepared by the Shipper, his Servants or Agents. The Carrier, his Servants and Agents accept no responsibility whatsoever for damage arising from the way in which such packing has been performed, nor for the correctness of any list and/or other statements of the contents, nor for any discrepancy in outturn of the contents of the container."

Specification of freight and charges

SHIPPED on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents and value unknown, for carriage to the port of discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as per note on the margin plus other charges incurred in accordance with the provisions contained in this Bill of Lading.

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

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

IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated above, all of this tenor and date, one of which being accomplished, the other to stand void.

JADROAGENT

International Shipping and Freight Agency

RIJEKA

Office RIJEKA

As Agents only

RIJEKA, - 1. XI. 1983

Place and date of issue

Signed (for the Master) by

PARTICULARS FURNISHED BY SHIPPER OF GOODS



# COMPANY'S STANDARD CONDITIONS

1. **DEFINITION.** Wherever the term «Merchant» is used in this Bill of Lading it shall be deemed to include the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owner of the cargo.

2. **PARAMOUNT CLAUSE.** The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as enacted in Yugoslavia shall apply to this contract, and if anything herein contained be repugnant to the rules so enacted, it shall stand void to such extent and no further.

3. **RESPONSIBILITY.** The Carrier shall not be liable for loss of or damage to the goods during the period before loading into and after discharge from the vessel howsoever such loss or damage arises. Loading commences and discharging ends for each lift, package or unit of cargo as it passes the ship's rail in loading and discharging respectively. Goods in custody of the Carrier or his servants before loading and after discharge whether forwarded to or from the ship or whether awaiting shipment, landed, or stored, or put into hulk or craft belonging to the Carrier or not, or pending transshipment at any stage of the whole transport, are in such custody at sole risk of the Merchant and the Carrier shall not be liable for loss or damage arising or resulting from any cause whatsoever. The Merchant is liable towards the Carrier for all damage and loss sustained by the Carrier and caused by Merchant's cargo. The Carrier is not responsible for damage done to goods by other cargo. The Carrier is not responsible for loss or damage by his servants or persons not in the service of the Carrier even if they do work on behalf of the ship or cargo.

4. **THE SCOPE OF VOYAGE.** 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 the part from the direct or customary route. The vessel may call 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, may either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, dry-dock, go on ways or to repair yards, shift berths, undergo degaussing, wiping or similar measures, take fuel or stores land stowaways, remain in port, sail without pilots, tow and to be towed, and save or attempt to save life or property and all of the foregoing are included in the contract voyage.

5. **SUBSTITUTION OF VESSEL, TRANSHIPMENT AND FORWARDING.** Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to transship, land and store the goods either on shore or afloat and reship and forward the same at Carrier's expense but at Merchant's risk. When the ultimate destination at which the Carrier may have engaged to deliver the goods is other than the vessel's port of discharge, the Carrier acts as Forwarding Agent only.

The cargo shall be forwarded as soon as practicable but the Carrier shall not be liable for any delay.

The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels owned or chartered by him and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

6. **LOADING, DISCHARGING AND DELIVERY** of the cargo shall be arranged by the Carrier's Agent unless otherwise agreed.

Landing, storing and delivery shall be for the Merchant's account. Loading and discharging may commence without previous notice.

The Merchant or his Assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and — but only if required by the Carrier — also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and the freight is to be paid. The Merchant or his Assign shall take delivery of the goods immediately on arrival and continue to receive the goods as fast the vessel can deliver and, if required by the Carrier, also outside working hours any custom of the port to the contrary notwithstanding. Otherwise, the Carrier shall be at liberty to discharge the goods and any such discharge to be deemed a true fulfilment of the contract and to constitute proper delivery (also in cases of application of clause 34), whether on lighters or on craft and or other floating objects and or docks and or wharves and or sheds and or similar places whichever be the first place of rest; and any Body, Administration or Contractors, even if appointed by the Carrier or his Agent, taking over the cargo from the vessel and or owning and or operating the aforesaid objects, places or structures shall act as Receivers on behalf of the rightful claimants of the cargo, provided always that they shall remain responsible to the Carrier for the preservation of any lien and/or for the collection of freight and charges incumbent upon the goods. It shall be equally understood that if any charges are collected by or on behalf of the Carrier, the afore mentioned position shall not be altered, such payments being exclusively made to enable the Carrier to arrange for discharging, landing and or storing, as a mere mandatory of the rightful claimant of the cargo, but at the full risk of the latter, no liability whatsoever attaching to the Carrier after discharge and delivery as above defined.

The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above.

If the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction. The Merchant shall accept his reasonable proportion of unidentified loose cargo.

Unless Merchant's tally clerks check the goods in co-operation with the ship's checkers the ship's checking shall be accepted by Merchant as conclusive evidence.

The Carrier is not obliged to give Notice of arrival and any clause herein giving names or parties who desire to be notified of the vessel's arrival at destination is solely for the information of the vessel's agents and failure to notify shall not involve the Carrier in any responsibility of relieve the Receiver and or Consignee for any obligation hereunder.

7. **LIGHTERAGE.** Notwithstanding any custom of the port to the contrary, lighterage, whether before loading, or in connection with transshipment or discharge, is at the risk and expense of the goods even though arranged for by the Carrier or his Agents.

8. **DECLARATION OF NATURE, WEIGHT OR MEASUREMENT OF GOODS AND OF CONTENTS OF PACKAGE.** If the nature or the value of the cargo has been wilfully misstated to him, the Carrier is not liable to any indemnification whatsoever, in all cases incorrect statements shall be definitely considered to have been wilfully misstated.

The Merchant is bound to declare exactly the contents of the packages, the weight and the measurement of the goods, and shall be liable for all the consequences of damage, which might be caused to the vessel or cargo owing to a false declaration.

If on delivery of the goods it is ascertained, either at the time of loading or at the time of unloading, that the weight or cubic measurement or value is greater than that declared, or that the goods belong to a higher category than that declared, the Carrier has the right to charge double freight on the ascertained difference, the Merchant to pay the labourage and expenses of weighing and measuring the goods entered in this Bill of Lading, if any excess of weight or measurement should be found. This debt is claimable at the same time and in the same manner as the freight, and without prejudice to any right for indemnity.

9. **EXPORT OR IMPORT IMPEDIMENTS.** Should the goods be refused exportation or importation by any government or authority or by anybody purporting to act with the authority of any government or authority or should the goods in the Carrier's opinion be in a such condition that he considers it advisable to discharge, tranship, return, remove or destroy them, then he shall be entitled to do so at any port or place.

In such case the Merchant shall bear the risk for goods and the cost directly or indirectly incurred. In such cases the freight remains earned and additional freight is payable by Merchant for extra transportation or for carriage beyond the port or place where the Carrier would have been entitled to discharge the goods.

10. **HEAVY LIFT.** Package, casting or pieces, the weight of which exceeds 2000 kilos or 10 metres in length or of unusual dimensions will be lifted in and out at Merchant's risk and expense. Should the ship's derrick be used for these purposes Merchant is to pay the fees established by the Carrier for this work. Lashing shore and stowage for Merchant's account. For all goods reshipped for other ports with vessels belonging to another company the free limit or weight of each package or piece to be 1000 kilos. For heavier lifts the conditions to be applied as above mentioned.

11. **WEIGHING ON BOARD.** No weighing of cargo to take place on board the vessel without permission of the Master, any custom of the port notwithstanding. All expense of weighing, including detention and extra cost of discharging to be for Merchant's account.

12. **DECK CARGO, LIVE ANIMALS, PLANTS.** The vessel shall always be at liberty to stow and carry goods on deck, whether or not such feature of carriage be mentioned on the face of the Bill of Lading, and the Carrier shall not be responsible for any loss, damage or claim arising therefrom. Goods stowed in the poop, forecastle, deck house, shelter deck, or any covered-in space shall be deemed to be stowed under deck. The Carrier shall not be liable for any loss or damage resulting from any act, neglect or default of his servants or agents in the management of animals and or plants whether carried on or under deck.

13. **FRUIT AND VEGETABLE CLAUSE.** The Carrier is not responsible for damage or loss due to deterioration, decay, rot, heat or frost nor for marked cut or stained bags, boxes or crates. Fruits, vegetables and other perishable goods are carried only at the risk of the Shipper. Owner of the goods or Consignees absolutely.

14. **TIMBER.** Any statement hereon that timber has been shipped in apparent good order and condition does not involve any admission by the Carrier as to the absence of stains, warps, shakes, splits, holes or broken pieces, and this clause shall be deemed to constitute express notice to all persons taking delivery on the terms of this Bill of Lading that such timber does or may contain pieces so affected.

15. **IRON AND STEEL PRODUCTS — UNPACKED.** The Carrier is not to be held responsible for superficial rust, oxidation or any other slight alteration due to moisture, which might affect the external aspect of the goods or results from their special nature.

16. **REFRIGERATED GOODS.** If before loading goods in any insulated space the Carrier obtains the certificate of the Classification Society's Surveyor or other competent person that such insulated space and the refrigerating machinery are in the opinion of the Surveyor or of the other competent person fit and safe for the conveyance of refrigerated cargo, the existence of the vessel's class together with the production of the aforesaid certificate shall be conclusive evidence against the Merchant, that the vessel's insulated space and refrigerating machinery were before and at the beginning of the voyage fit and safe for the reception, carriage and preservation of the goods.

17. **FRAGILE CARGO.** All articles of glass or contained in glass, or any of a fragile nature will be taken on board at Merchant's risk only, and the Merchant agrees that the Carrier or Carriers shall not be held responsible for any injury by breakage or otherwise, or for damages to goods not properly packed and secured for transportation.

18. **SPECIAL CARGO.** For theft and loss of gold, silver, precious metals or specie, ornaments, watches, watch-chains, jewels, precious stones, securities, paper money, documents or other papers of value, silk, paintings, porcelain, glassware or other precious articles and for damage to precious articles easily damageable, the Carrier is only responsible if the value and nature of the cargo are declared to him before or at the time of reception of the cargo, and inserted in the Bill of Lading and provided freight is calculated on the basis of such value. Money and all objects of value must be packed in double bags with inside seams, or in boxes, both sealed with wax and well conditioned.

The seal must be reproduced on the Bill of Lading and Shipping Orders.

19. **DANGEROUS GOODS.** Any shipper who loads explosives, inflammable or dangerous goods of any kind whatsoever, under a false declaration or who loads them under their true description but without drawing the attention of the Carrier or his Agents to the danger presented by the goods, shall be held responsible apart the penalties imposed by the Law, for all damage and consequences which may result thereby. Such goods may be thrown overboard or destroyed by the Master or Carrier at any time without any claim to indemnity.

20. **CARRIAGE OF NUCLEAR MATERIALS.** Notwithstanding any provisions whether printed or contained in this Charter or in any addenda which are or which hereafter may be added thereto, it is agreed that nuclear fuels or radioactive waste or products are specifically excluded from the cargo permitted to be loaded or carried under this Charter Party. This exclusion does not apply to radio isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purpose, provided Owner's prior approval has been obtained to the loading thereof.

21. **SHIPPER-PACKED CONTAINERS.** The Carrier shall not be liable for the safe and proper stowing of goods in containers if such containers are loaded with goods by the Shipper, Consolidator or Inland Carrier, and no responsibility shall attach to the Carrier for any loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers loaded by the Shipper, Consolidator or Inland Carrier shall be properly sealed and the seal identification reference, as well as container reference, shall be shown therein. The Shipper, Consolidator or Inland Carrier shall inspect containers before loading them and loading of containers shall be prima facie evidence that the containers were sound and suitable for use. The Carrier will not be liable in any event for the particulars furnished by Shipper as shown on the face of this Bill of Lading. This Bill of Lading is a receipt only for the number of containers, or other packages or pieces as shown in the Carrier's receipt on the face of this Bill of Lading.

The Merchant hereof agree to be liable for, and shall indemnify the Carrier for any injury, loss or damage, including fines, arising from Merchant's failure to stow the goods properly in containers or to declare correctly herein any of the particulars furnished by him, including marks, quantity and description of the goods, weight and cubic measurement of goods, and the exact total gross weight of container, also for any kind of damage or injury caused by the contents of said container's to other property or to persons.

22. **OPTIONS.** The port of discharge for optional cargo must be declared to the vessel's Agents at the first of the optional ports not later than 48 hours before the 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 shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

23. **CARGO CLAIMS.** Unless notice of loss or damage and general nature of such loss or damage be given in writing to the Carrier or its Agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the Bill of Lading. If loss or damage is not apparent, the notice must be given within 24 hours after delivery.

Any claim against the Carrier for any adjustment refund of or with respect to freight charges or expenses must be given to the Carrier or its Agent in writing by or before the date when goods are or should have been delivered. If written claim is not given in any case as provided herein to enable the Carrier to make investigation of the circumstances in connection with the alleged claim. The Carrier shall be considered exonerated thereby and the claim shall be considered prescribed and the waiver may be pleaded in and constitute a defense to any suit that may be brought against the Carrier on said claim.

In any event the Carrier and the ship shall be discharged from all liability for any loss of or damage to the goods, or for delay, non-delivery, wrongful delivery or delivery to any person whomsoever not entitled to the goods or with respect to freight charges or expenses as aforesaid unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against the Carrier or the ship unless the libel has been filed within aforesaid period with a competent Authority and admitted by this Authority.

Subsequent delivery of originally missing cargo can take place at all times.

24. **DEPARTURE AND ARRIVAL DATES** in the Carrier's Liners' Position Lists, Sailing Lists and other advertisements, are given without any warranty, and no claims shall be acceptable for any change in the dates nor even in the case of the vessel's non-departure for whatever cause.

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

## 26. FREIGHT AND CHARGES

(a) Prepayable freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred.

Interest at 5 per cent shall run from the date when freight and charges are due.

(b) 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 damages sustained by the Carrier through such taking away.

(c) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of package due to excepted causes and for all expenses incurred by extra handling of the cargo for any of the aforementioned reasons.

(d) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight or cargo or tonnage of the vessel shall be paid by the Merchant.

(e) The Merchant shall be liable for all fines and or losses which the Carrier, vessel or cargo may incur through non-observance of Custom House and/or import or export regulations.

(f) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and weight, measurement of value verified.

(g) In the event of wages of the Master, Officers and or Crew or cost of provision and or stores for deck and or engine room and or insurance premium being increased by reason of or during the existence of war or other similar circumstances the amount of any increase to be added to the freight and paid by the Merchant on production of the Carrier's account therefor.

27. **LIEN.** The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims, including those in respect of freight, dead freight, demurrage and detention. If on a 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.

28. **DELAY IN DELIVERY.** In no event the Carrier shall be liable for delay in delivery or leaving behind of goods for any reason whatsoever nor for any loss sustained by the Merchant through delay of the goods.

29. **THROUGH — CARRIAGE.** In case of a through-carriage the Carrier shall be liable only for the part of the voyage on which the goods are in his custody. He shall not be liable, however, for any damage incurred during other part of voyage. In respect of any activity in connection with such part of the voyage the Carrier shall be considered solely as the agent of the Merchants, even though the freight for the whole transport has been collected by him.

## 30. GENERAL AVERAGE AND SALVAGE, AMENDED JASON CLAUSE.

a) General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1974. For this purpose the Merchant is bound to declare, if required, the value of the goods.

b) Such deposit as the Carrier or his Agent without prejudice may deem sufficient to cover the estimated contribution of the goods and any special charges therein shall, if required, be paid to the Carrier or his Agent prior to delivery and will be placed on trust account in bank in joint name of the Carrier and of Trustee for the Merchant.

c) The Amended Jason Clause as approved by BIMCO to be considered as incorporated herein.

31. **BOTH-TO-BLAME COLLISION CLAUSE.** The Both-to-Blame Collision Clause as adopted by BIMCO to be considered incorporated herein.

32. **DEVALUATION CLAUSE.** If the currency in which freight and charges are quoted is devalued below 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 increased in proportion to the extent of the devaluation of the said currency.

33. **SUEZ AND OR PANAMA CANAL CLAUSE.** If before the vessel commences loading, navigation on the Suez and or Panama Canal is interrupted the Carrier shall be entitled to cancel this contract; if navigation is interrupted as aforesaid after loading has commenced the vessel may proceed by some other route and the freight shall be increased in proportion to the longer sailing distance.

## 34. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

a) The Master and or the Carrier shall have liberty to comply with any orders, directions or recommendations as to loading, departure, routes, ports of call, stoppages, destination, arrival, discharge, delivery or in any other-wise whatsoever given by any government or any person or body acting or purporting to act with the authority of such government or by any committee or person having under the terms of the hull risk insurance on the vessel the right to give any orders or directions.

b) Should it appear that the performance of the transport would expose vessel or any goods onboard to risk of seizure or delay, resulting from War, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port.

c) Should it appear that epidemics, quarantine, insufficient depth of waters, conditions of tide, weather conditions, ice-labour troubles, labour obstructions, strikes, lockouts any of which onboard or on shore, congestion or difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo in whole or in part at port of loading or any other safe and convenient port.

d) The discharge under the provisions of this clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfilment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the goods.

e) The Merchant shall be jointly and severally liable for all additional freight and demurrage and all charges and expenses incurred by the Master or Carrier acting as above, even if owing to any of the aforementioned causes, the vessel has to omit calling at the port of discharge or having called there, does not discharge the goods, but carries them on to a safe convenient port or keeps the goods on board for discharge on the return voyage.

f) If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued.

g) The Merchant shall be informed if possible.

35. **DEMURRAGE.** The Carrier shall be paid demurrage at the daily rate of US\$ 0.35 per ton of the vessel's gross registered tonnage if the vessel is not loaded or discharged within the dispatch set out in clause 6 any delay in waiting for berth at or off port to count.

Provided that if the delay is due to causes beyond the control of the Merchant 24 hours shall be deducted from the time on demurrage. Each Merchant shall be liable towards the Carrier for a proportion part of the total freight on the goods to be loaded or discharged at the port in question.

No Merchant shall be liable for demurrage for any delay arisen only in connection with goods to other Merchants. The demurrage in respect of each parcel shall not exceed its freight.

36. **JURISDICTION.** The contracting parties agree that all disputes and litigation that may arise out of this contract shall be submitted to the District Commercial Court in Split, Yugoslavia.

37. **IDENTITY OF CARRIER.** The Contract evidence by this Bill of Lading is between the Merchant and the Owner of the vessel named herein (or substitute) and it is therefore agreed that said Shipowner only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's seaworthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and or Bailee of the goods shipped hereunder, all limitations of, and exonerations from, liability provided for by law or by this Bill of Lading shall be available to such other...

It is further understood and agreed that as the Line, Company or Agents who has executed this Bill of Lading for and on behalf of the Master is not a principal in the transaction, said Line, Company or Agents shall not be under any liability out of the contract of carriage, neither as Carrier nor as Bailee of the goods.