

General transport conditions inland tanker shipping Interstream Barging

1. The word "vessel" wherever used in these transport conditions shall include a tug, a push-boat or dumb barge. The term "shipper" shall for the purposes of these transport conditions be taken to be the person towards whom the carrier binds himself to transport the goods.
2. Delivery of the goods by the carrier shall take place upon presentation to him of the Bill of Lading by the regular and proper holder of this B/L, who has lawfully acquired the title thereto.
3. The carrier shall determine the maximum quantity of goods to be taken on board, having due regard to such factors as water level, compartmentation of the vessel and the relevant rules and regulations laid down by the authorities.
4. The volume of cargo taken on board shall, at the carrier's option, be ascertained by means of a volumeter, by measuring the difference in contents of the land tank, by taking the internal measurements of the vessel or by measuring the immersed volume according to the calibrated scale on the vessel. The carrier shall not be bound as to the correctness of remarks concerning the nature, measurement or weight of the cargo.
5. Unless otherwise stipulated, the carrier may, at the risk and expense of the goods, depart from the ordinary or agreed route, transfer the goods into another vessel or into a lighter and/or store them into land-based tanks if he deems such necessary, all this with due regard for the nature of the goods.
6. Full freight shall be payable, irrespective whether or not vessel will arrive at the place of destination; irrespective whether the goods will be delivered in good or bad condition or will be partly or completely lost.
7. Before loading shall commence, the shipper shall inspect ship's tanks, pipelines and pumps to make sure that they are fit for the carriage contracted for. If he fails to do so or if he has, expressly or impliedly, consented to commence the loading operations he shall forfeit all claims against the carrier for damage arising or resulting from loss, contamination or any other deterioration of the goods.
8. The shipper shall in good time furnish the carrier with the necessary information concerning the goods and the nature thereof, including all the national and international rules and regulations enacted by the public authorities in respect of the safety and protection of the environment, and duly pass on to him all those particulars concerning the cargo and the handling thereof which he knows or should know to be of importance to the carrier. The carrier may but is not obliged to verify the accuracy and completeness of the particulars furnished to him.
9. The shipper shall indemnify the carrier for loss suffered as a result of the absence, through whatever cause, of any documents or particulars which the shipper should have furnished. The shipper shall also make good to the carrier any loss the latter may suffer on account of failure, for whatever reason, on the part of the shipper to deliver the goods to him in the agreed place or at the agreed time.
10. If the shipper fails to comply with any obligation imposed on him by virtue of any statutory enactment or of any provision contained in these transport conditions the carrier shall have the right, without notice of default being required, to cancel the agreement by notice being given verbally or in writing. The shipper shall indemnify the carrier for the loss the latter will suffer as a result of such cancellation.
11. If, from any cause, delivery of the goods is not or, in the carrier's opinion, not taken in due time in the agreed place or if delivery cannot take place at all, the carrier shall have the right but not the duty to retain the goods in his vessel or to store them at the risk and expense of the shipper. For as long as he has not stored the goods, the carrier shall be entitled to demurrage for each hour of delay and furthermore be fully indemnified for all additional expenses and loss incurred or suffered by him. In the event of the goods being so stored or kept in custody, the carrier may proceed to selling all or part of these goods in the manner as he shall deem fit. The carrier shall notify the shipper of such an intended sale. From the proceeds the carrier shall pay all costs of storage, sale and transport as well as any contribution in general average or any other charges payable in respect of the goods. In so far as such charges and contributions have not yet been assessed, the carrier may, at his own discretion, retain a certain amount by way of security.

12. If by any provision herein contained the carrier shall bear limited responsibility or be exempted therefrom, it is hereby expressly stipulated that notwithstanding blame on the part of the carrier or any of his representatives, such provision shall remain good and valid.
13. Without prejudice to the provisions contained in these articles, the carrier shall be liable for damage to or loss of the cargo, but his liability shall begin only after completion of loading and shall end before commencement of discharge. The carrier's liability shall, in any circumstances whatsoever, be limited to material loss or damage of the goods.
14. The carrier shall be exempted from any liability for loss or damage arising or resulting wholly or partly from:
 - latent defects in the facilities which he uses to perform the transport and which the carrier, despite the exercise of due diligence, could not have detected or could not have detected in the proper time.
 - unsoundness or unfitness of the equipment placed at the carrier's disposal by the shipper, consignor or receiver.
15. The carrier shall not be liable for damage or loss arising or resulting wholly or partly from circumstances which a careful carrier could not have avoided. These circumstances shall be deemed to include: fire, explosion, heat and cold and also other circumstances laid down in art. 8:899 Burgerlijk Wetboek (Civil Code). The carrier shall furthermore be exempted from liability for loss or damage due to force majeure. Force majeure shall be deemed to be all circumstances independent of the carrier's will which may prevent or delay the execution of the work contracted for, including such circumstances as: war, rebellion, seizure, strike, riots and civil commotions and act of public enemies. The carrier shall also be exempted from liability in case of loss or damage to cargo stored in a sealed hold without the seal having been broken or in any way tampered with.
16. No responsibility shall attach to the carrier for damage or loss caused wholly or partly by some act, neglect or default on the part of the vessel's crew in the navigation of the vessel, unless the carrier failed to exercise due care in the choice of crew. Errors made in the composition of a tow or a push unit shall be deemed to be navigation errors. The carrier cannot be held liable for damage arising or resulting from loading or discharging operations carried out by his personnel or by other labor he employed on shore, if such operations are carried out at the request of the shipper, consignor or receiver.
17. The carrier shall not be liable for any damage or loss arising or resulting wholly or partly from some act, neglect or default on the part of the shipper, consignor or receiver, from shrinkage or evaporation or any other cause due to the nature of the goods, from the handling of the goods or from any alteration in the composition of the cargo. The shipper shall indemnify the carrier for any loss and expenses incurred in respect thereof and shall also hold him harmless and indemnified from all claims which may be made against him by third parties. If by some act, neglect or default of the shipper, consignor or receiver damage shall be caused to the vessel, such damage shall be for account of the shipper.
18. The carrier may for account and risk of the shipper take any measure which he shall deem necessary, including destruction of the cargo, if by his failure to do so there should be a real fear for loss of or damage to the cargo or to other goods, for injury to persons or infringement of some right, such in the carrier's judgement but without his liability being in any way affected thereby. Without prejudice to the provision concerning general average, the shipper shall be obliged to make good to the carrier all expenses and loss he may suffer in respect of any such measure and to hold the carrier harmless and indemnified from claims which third parties may make against him. If the carrier should so request, the shipper shall take the measures as hereinbefore mentioned.
19. The shipper shall indemnify the carrier for damage to the vessel, caused by equipment, tackle or other facilities which the shipper, consignor or receiver made available to him or by the goods if such damage resulted from incorrectness or incompleteness of the particulars furnished about the goods.
20. The carrier shall not be liable for damage or loss caused wholly or partly by an accident which is in some way connected with a source of nuclear power.
21. The carrier shall be liable for delay only if a date of delivery has been agreed on in writing and only in so far as such delay shall result in loss of or damage to the goods. The carrier may rely on any exemption from or limitation of liability which by some law or statute or by some provision of these transport conditions should be granted to him in respect of such damage to or loss of cargo.

22. The carrier's liability for any such delay shall be limited to the amount of freight.
23. In case of damage to or loss of cargo the carrier can only be required to pay indemnification calculated on the value of the goods in the place where and at the time when they were or ought to have been delivered, under deduction of the freight and other savings which may have been realized by the cargo. The value of the goods shall be calculated according to the then current market price or, failing such a price, according to the normal value of matters of the same nature and quality. Any contribution in general average or salvage or any other charges payable on the goods shall be considered as depreciating the value of the goods.
24. In case of loss of or damage to the goods, the carrier's liability shall not exceed an amount of € 227,-- per ton of 1,000 kg calculated on the damaged or lost quantity.
25. If the cargo has been received or has got lost, and no notice of claim for loss or damage be presented to the carrier at the moment of reception in case the loss or damage was apparent or within three working days of reception in case the loss or damage was not apparent, it shall be assumed, unless the contrary is proved, that the goods were delivered in the condition as declared in the Bill of Lading.
26. In case of damage to or loss of cargo the carrier, shipper and receiver shall co-operate to ascertain the extent and the cause thereof. Both the carrier and the shipper may, before or upon delivery of the goods, order a judicial or extrajudicial inquiry into the condition and quantity of the goods and into the extent of the damage found in them. A shipper who suspects damage to or shortage of the cargo may, before or upon delivery of the goods, order a judicial or extrajudicial inquiry into the way the loading was effected and into the cause of the damage or shortage as this will become apparent from the condition of the vessel and of the goods.
27. In case a claim is instituted for damage to or loss of cargo or for non-delivery or delay in delivery or for any other cause related or not to the contract of carriage, against persons, used by the carrier for the fulfillment of the contract, these persons may, in so far as they may be called upon for act or neglect, invoke these transport conditions. The total claim against the said persons, increased or not by the amount recoverable from the carrier, shall not exceed the figures referred to in the articles 22 and 24 hereof. The shipper shall hold the vessel's owner, hirer, user, charterer or disponent harmless and indemnified from any actions brought by third parties.
28. The shipper shall hold the carrier indemnified from actions which third parties may bring against him in respect of damage to or loss of cargo or for delay in its delivery, or in respect of damage, of whatever nature, caused by the cargo or of expenses made to prevent such damage.
29. All claims under this contract shall be time-barred after the lapse of one year to be counted from the date on which the goods were delivered in full or in part or, in case of non-delivery, from the date when they should have been delivered. If goods are received without any judicial or extrajudicial inquiry being held and without any provisos being made upon or immediately after such reception, all claims against the carrier for short-delivery or damage shall be null and void, except where such short-delivery or damage was apparent and the shipper did not make a proviso within three days of his taking delivery of the goods. The proviso shall give a general indication of the nature of the damage.
30. General average cases shall be handled and adjusted according to the "Rijn-Regels IVR 1979" . The pro-rata contribution shall be assessed at the place and by the authority which the carrier shall designate for this purpose.
31. This contract shall be governed by the law of the Netherlands.
32. All disputes arising hereunder shall be settled exclusively by the competent Court in Rotterdam, unless the carrier shall elect other jurisdiction or shall voluntarily submit thereto.
33. In case of any discrepancies between the English and the Dutch text, the latter shall prevail.

These conditions have been filed of record in the Dutch, English and German languages at the "Kamer van Koophandel" in Rotterdam, number 24333331