

IMPORTANT: This guarantee will only be accepted provided no additions, deletions or amendments are made to the wording by the Underwriters

AVERAGE GUARANTEE

(For Signature by Underwriters of Cargo to avoid collection of Deposits in those cases in which it is practicable to do so.)

Vessel	:	m.v. "NORTHERN JUPITER"
Voyage	:	From Singapore to Port Klang, Malaysia and others
Casualty	:	04 January 2020, Fire in engine room

In consideration of the delivery in due course of the goods specified below to the Consignees thereof without collection of a deposit, we, the undersigned insurers, hereby undertake to pay to the Shipowners or to the Average Adjusters, Stichling Hahn Hilbrich, on behalf of the various parties to the adventure as their interests may appear, any contribution to General Average and/or Salvage and/or Charges and/or Special Charges which may hereafter be ascertained to be reasonably, properly and legally due in respect of the said goods under an adjustment prepared in accordance with the provisions of York-Antwerp Rules 1994, with the adjustment to be issued, stated and settled in London, England.

We further agree to make a prompt payment(s) on account of such contribution as may be reasonably and properly and legally due in respect of the said goods, as soon as the same may be certified by the said Average Adjusters, and to furnish to the said Average Adjusters at their request all information which is available to us relative to the value and condition of the said goods supported by any evidence thereto.

This agreement shall be governed by English Law and the High Court of Justice, London shall have exclusive jurisdiction over any dispute arising out of this agreement, and each party shall irrevocably submit to the jurisdiction of the English Court. We agree to nominate an address for service of legal proceedings under this average guarantee in England or Wales within 14 days of a request by shipowners or their legal representatives. Any prescription period whether provided by statute law, contract or otherwise, shall commence to run from the date upon which the General Average Adjustment is issued.

We further agree that this agreement is intended to create a legally binding obligation notwithstanding that it may be transmitted and stored solely in electronic form. It is hereby agreed that transmission of this agreement to the Collecting Agents by e-mail constitutes good delivery to the owners and their parties to the adventure who wish to enforce this agreement.

NON-SEPARATION AGREEMENT:

It is agreed that in the event of the vessel's cargo or part thereof being forwarded to original destination by other vessel, vessels or conveyances, rights and liabilities in general average shall not be affected by such forwarding, it being the intention to place the parties concerned as nearly as possible in the same position in this respect as they would have been in the absence of such forwarding and with the adventure continuing by the original vessel for so long as is justifiable under the law applicable or under the Contract of Affreightment.

The basis of contribution to general average of the property involved shall be the values on delivery at original destination unless sold or otherwise disposed of short of the destination; but where none of her cargo is carried forward in the vessel she shall contribute on the basis of her actual value on the date she completes discharge of her cargo.

B/L No(s). Folio No(s)	Port of		Container No(s). Marks & No(s)	Description of cargo and weight	C.I.F. Value
	Shipment	Destination			
					Please attach copy of commercial invoice

Important In case of damage to/loss of cargo submit customary claim documentation, incl. Subrogation Letter

Date..... Signature and Stamp of Insurers

Full company name

Full address.....

Tel. No.:.....Fax No..... E-mail:.....

Contact Person..... Reference No:.....