

# AVERAGE BOND

Folio No. 

**To:** Shipowners and/or Bareboat Charterers and/or Operators  
**Vessel** m.v. „NORTHERN JUPITER”  
**Voyage and date** From Singapore to Port Klang, Malaysia and others  
**Casualty** 04 January 2020, Fire in engine room  
**Port of shipment**

**Port of destination**

**Bill of lading or waybill number(s)**

Container No(s). Marks & Nos.	Description of Cargo and Weight	CIFF value (please attach copy of commercial invoice)

In consideration of the delivery to us or to our order, on payment of the freight due, of the goods noted above we agree to pay the proper proportion of any salvage and/or general average and/or charges and/or special charges which may hereafter be ascertained to be reasonably, properly and legally due from the goods or the shippers or owners thereof 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.

In case the goods are oncarried by another vessel and/ or conveyances the following **Non-Separation Agreement** shall apply:

It is agreed that in the event of 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 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 that 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.

We also agree:

- (i) to furnish particulars of the value and condition of the goods, supported by a copy of the commercial invoice rendered to us or, if there is no such invoice, details of the shipped value
- (ii) to make prompt payment(s) on account of such sum as is duly certified by the Average Adjusters to be due from the goods and which is reasonably and properly and legally payable in respect of the goods by the shippers or owners thereof
- (iii) that 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 bond in England or Wales within 14 days of a request by shipowners or their legal representatives
- (iv) that any period of prescription whether provided by statute law, contract or otherwise, shall commence to run from the date upon which the general average adjustment is issued
- (v) 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 other parties to the adventure who wish to enforce this agreement.

Date.....Signature and Stamp of Shippers or Receivers of goods.....

Full company name.....

Full address.....

Tel No:..... Fax No:.....

E-mail: .....Contact Person:.....

- Collecting Agents -

**Stichling Hahn Hilbrich GmbH (Associated Office in London)**

Kaiser-Wilhelm-Straße 93, 20355 Hamburg / GERMANY

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