

AVERAGE BOND

To: TILRAN SHIPPING INC, 80 Broad Street, Monrovia, Liberia

Owner(s) of the: "NYK DELPHINUS"

Voyage and date: Fire in engine room en route to Oakland, CA – 14th May 2021

Port of shipment:
Port of destination / discharge:
Bill of lading or waybill number(s):

Quantity and description of goods

NOTE:

Please provide a copy of the commercial invoice/details of freight paid, in order to establish cargo value.

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 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 the contract of affreightment governing the carriage of the goods or, failing any such provision, in accordance with the law and practice of the place where the common maritime adventure ended and which is reasonably, properly and legally payable in respect of the goods by the shippers or owners thereof.

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.

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(s) 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; 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 to:

- (i) furnish particulars of the value 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 and
- (ii) make a payment on account of such sum as is duly certified by the average adjusters to be reasonably, properly and legally due from the goods and which is reasonably, properly and legally payable in respect of the goods by the shippers or owners thereof.

Date: Company stamp and Signature of receiver of goods:

Full name and address:

Name and contact details of cargo insurers:

Policy or Certificate No.

The Ship owners have appointed as Average Adjusters **Marine Adjusting Solutions/Oceana Marine Claims & Adjusting/Blue Seas Adjusters Limited (collecting General Average Security), Unit 1 Orangery Studios, 21 Orangery Lane, LONDON SE9 1HN Tel: +44 (0) 20 7481 3335 Fax: +44 (0) 20 7691 7433 Email: claims@blueseasadjusters.com** to whom this form should be sent duly completed
www.blueseasadjusters.com