

**Liner Booking note(Online form)**

- 1 broker:
- 2 Place and date:
- 3 Carrier: OXL NV-Zeebrugge, Vismijnstraat 23 B, 8380 Zeebrugge, Belgium
- 4 Account: please advise – sub approval by owners
- 5 Vessels' name:
- 6 Expected loading dates: xx-xx/xx-xx/2008  
Liner booking, no cancellation dates agreed, if nominated vessel delays dues circumstances out of owners control cargo will not be cancelled. If a cancellation date agreed then charterers to exercise this option within 24 hours after carriers request of extension of laydays otherwise cancellation date will be extended with 7 days.
- 7 Pol: 1 gsb aaaa XXXXXxxx swellfree sub checking nautical restrictions  
- owners berth.
- 8 Pod: 1 gsb aaaa XXXXXxxx swellfree sub checking nautical restrictions  
- owners berth.
- 9 Cargo:  
ttl abt XXXXXxxx cbm/abt XXXXXxxx mt XXXXX  
  
CARGO to be harmless and lawful cargo and to be delivered in seaworthy condition, packed and stackable unless clearly specified hereafter.
- 10 FREIGHT: USD/ EURO xxxxx liner terms hook/ hook
- 11 Detention: USD XXXXX per day pro rata
- 12 Notices to be given:  
notices(48 h-24h) to be given to.....(pls advise)
- 13 Part cargo, voyage in or out of geographical rotation;No schedule, transit time agreed.
- 14 Shipment ON and or under DECK  
CARRIED ON DECK AT SHIPPERS/ RECEIVERS RISK, VESSEL/ OWNER/ CARRIER NOT RESPONSIBLE FOR LOSS, DAMAGE OR EXPENSE HOWSOEVER CAUSED.
- 15 COMMISSION xxx pct

### Rider to Liner Booking note

- 16 Vessel equipped with spreaderbars and slings but any specially required spreaders, lifting beams or other lifting equipment not already on board the vessel to be supplied by merchant. Any cradles and timber blocs which may be required to support the cargo to be supplied by the merchant. Cargo to be fitted with suitable lifting lugs or other adequate means of lifting and center of gravity to be clearly indicated. Sufficient lashing points for securing to be placed on the cgo. If items are not flat at their bottoms then a footprint sketch is requested; cgo to be suitably packed for ocean transportation.
- 17 All necessary permits and / or licenses pertaining to the loading, discharging and / or carriage operations shall be provided and paid for by the Charterers, any delay in obtaining which shall be at the Charterers' time and expense.
- 18 If part of the cargo if of an inflammable, explosive or dangerous nature or condition or at any stage may develop into such nature or condition it must be packed and stored or stowed in accordance with IMO Dangerous Goods Code and / or other applicable regulations always to the full satisfaction of the Master. Any delay to the transportation in this respect shall be paid for by the Charterers at the detention rate.
- 19 Deck cargo if any at Chrtrs risk, and bills of lading to be claused accordingly.
- 20 Freight fully prepaid on signing b's/l (latest 3 working days after loading) into carrier's nominated bank account and deemed earned pro rata as cargo is being loaded on board discount less and not returnable, ship and/or cargo lost or not lost.

In case of cancellation of cargo before agreed loading dates owners can claim deadfreight without having to prove losses.

If special payment terms agreed original B/L's to be claused "FREIGHT PAYABLE AS PER B/N"

If 'frt prepaid' B/L's required , then bs/l will not be released unless full freight received into owners account or bank confirmation of irrevocable payment received. Any taxes/dues/fees/tolls on cargo a/o freight or calculated on same incl. local dock dues/ wharfages to be for Chrtrs acct. Any taxes/dues on Vessel for Owners account.

If any freight remains wholly or partially unpaid beyond the allowed payment term, the carrier:

(1) can charge 5% extra freight.

(2) and has the right to discharge the cargo at any convenient port and shall be entitled to exercise a lien on that cargo for the unpaid freight and all costs.

- 21 a) Hook/hook - any terminal-storage-stevedoring on shore to be for charterers'/shippers'/ receivers' account - stevedoring on board performed by crew; if local or union regulations force use of shore labour, cost to be at charterers' expenses. Onhooking and offhooking always for shippers /receivers' account

should these charges be inviced to carrier ,the charterers to reimburse .

b)Load/discharge cop - as per custom of the port with customary quick dispatch as fast as vessel can load/discharge - - any time for waiting for custom clearance or waiting for cargo documents or waiting for cargo detention to be paid. Any Detention is payable within 3 days after receipt invoice but in any case prior release of cargo. Heavy lift or other oversized cargo or cargoes which required by port authorities to be discharged direct on trucks, any waiting time for trucks to count as detention

- 22 Any and all consequences arising out of charterers/shippers misdescription of cargo to be at charterers risk and expense" Charteres' guarantee weights and measurements of cargo as described in packinglists is exact, if cargo volume or cubic exceeds the weight or volume as per packlist extra freight to be paid prorata. For heavy lifts the weight to be marked on the colli and a certificate of weight to be provided.
- 23 Detention for time lost for waiting berth if designated by Charteres/shippers/receivers to count as from arrival vessel at pilot station until time of berthing. Detention due to time lost for waiting for berth due to general port congestion of all available berths charterers will pay detention prorata of their cargo on bord after a 24 hours grace.
- 24 Owners agent at both ends if agreed-'Charterers' agents, subject conditions competitive and agents to follow owners' instructions at all times, agents will not delay vessel's berthing, loading, discharging, sailing operations for any reason.
- 25 Bimco voywar 2004 as well as canal and waterways stoppages clauses to apply where appropriate
- 26 Additional war risk premium, if any, to be for Charterers account. If vessel is trapped by pirates during passage in the gulf of Aden;the cargo will contribute prorata to the detention and ransom.If Suez canal is closed and vessel should sail via the cape,extra costs to be reimbursed by charterers.
- 27 This contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The reference shall be to three arbitrators. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.
- 28 Owners guarantee that vessel is not blacklisted in the Arab countries.
- 29 Vessel ISPS fitted and charterers to comply with ISPS regulations.
- 30 If cargo unpacked vessel not responsible for scratches or damages to unprotected parts pertruding from the main unit.
- 31 LINER BOOKING NOTE and OXL B's/L(conline) to apply and all clauses NO house bills of ladings to be issued.

32 Carrier not responsible for any failure to perform this contract due to force majeure.

**SUBJECTS**

- Sub port-captain approval of stowage. For this to be lifted require detailed packing list and clear drawings showing lifting points and centre of gravity and footprint.
- Sub details, packing list.

**Additional clauses in case FREE IN/ FREE OUT**

- A) time allowed for Loading/Discharging: xxxxx wwd shinc/ shex uu/eiu
- B) DEMURRAGE/Detention: USD XXXXX PDPR
- C) All loading and discharging expenses for charterers/shippers/receivers account on board and on shore
- D) Lashing Securing and Dunnaging for Charterers account  
Time used for lashing and securing to count as laytime.
- E) Free use of vessels gear and any lashing/securing/dunnaging material on board
- F) If crew to lash and secure cargo or drive cranes provided allowed by local regulations, otherwise shore gang to be ordered at charterers' expenses, ship's crew acting as charterers' servants and if crew available from normal ship's duties and against bonus.
- G) Master to tender nor upon arrival at the berth and/or place of loading any time day or night fshinc cable/radio/vhf/telex/fax. If the loading berth and/or place of loading is not available on the vessel's arrival at or off the port of loading, the vessel shall be entitled to give nor on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading / discharging provided that the master warrants that she is in fact ready in all respects. Actual time used before commencement of laytime to count.
- H) If notice given before 1200H, time to count as from 1300H.  
If notice given before 1700H, time to count as from next day 0700H

**Additional clauses for YACHTS/ BOATS/ FLOATING vessels and cargo in Barges**

- AA) Floating vessel or cargo to be loaded in or out barges to be brought alongside at any time on request, by skilled skipper and crew with sufficient fenders and lines and to be watched during time vessel alongside. The master shall have the right to refuse to doublebank if not safe to do so.
- BB) for yachts-boats a Seaworthy cradle and keelbloks to be provided by charterers/shippers.
- CC) Shippers to put slings in place for hooking on; if divers required same to be for shippers account. All protruding objects to be protected against pressure by slings.
- DD) If original bills of lading not available at destination on ships arrival, carrier can discharge boat in water or on quay and all expenses including watching are for charterers account. Any delay caused by this to count as detention.

- EE)Charterers will be ultimately responsible for damage made by barge to vessel provided that owners/master notified damage immediately after damage caused.
- FF)Surftime-Idle time due to swell to count as detention

**Additional clauses for Military materials**

For shipment of arms and ammunitions ,charterers to provide an “End-user certificate”issued by the authorities of the exporting country.Or a certificate of MOD that cargo is shipped for own national or UN purposes.

- shippers/charterers to provide a “container Packing certificate” for IMO goods stuffed in containers before shipment.
- END-END

Best Regards

OXL/ flamar as agents  
Tel. +32 50 54 20 54  
Fax +32 50 54 70 69  
E-mail [quotation@flamar.be](mailto:quotation@flamar.be)<chart@flamar.be>  
[www.flamar.be](http://www.flamar.be)