



FAKULTET ZA MEDITERANSKE POSLOVNE STUDIJE – TIVAT

Magistarske studije – studijski programi

Miodrag Mijović

**POMORSKI TRANSPORT, DOKUMENTA U POMORSKOM TRANSPORTU I
CIRKULACIJA TIH DOKUMENATA NA OSNOVU PRAKSE I UZANSI U AD
LUKA BAR**

MAGISTARSKI RAD

Tivat, 2014. godine



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POSTDIPLOMSKE MAGISTARSKE STUDIJE**

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BAR**

MAGISTARSKI RAD IZ PREDMETA POMORSKO PRAVO

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Br. Indexa: M3/12

Tivat, 2014. godine

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Fakultet za mediteranske poslovne studije – Tivat
Postdiplomske magistarske studije

Smjer: Nautički turizam

Naslov rada: „Pomorski transport, dokumenta u pomorskom transportu i cirkulacija tih dokumenata po osnovu prakse i uzansi u Luci Bar“

Prevod naslova: „Maritime transport, documents in maritime transport and circulation of the documents on the basis of usances and practice in the Port of Bar“

OCJENA I ODBRANA MAGISTARSKOG RADA

Datum prijave magistarskog rada: 08.02.2014. godine

Datum sjednice nastavnog vijeća na kojoj je prihvaćena tema: 15.02.2014. godine

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Datum odbrane rada: _____ 2014.godine.

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Apstrakt rada

Organizovano ljudsko društvo danas se ne može zamisli, niti se može uspješno razvijati i funkcionisati bez dobro razvijenog i organizovanog saobraćaj, zbog čega se saobraćaj smatra jednom od najznačajnijih aktivnosti u društvu. Dobro razvijeni saobraćaj je od prvorazrednog značaja za uspješno upostavljanje veza među ljudima, narodima i svim drugim subjektima koji su iz najrazličitijih pobuda upućeni na međusobno komuniciranje. Značaj saobraćaja, ili barem njegovih najvitalnijih djelova, ogleda se u činjenici da se djelatnost saobraćaja, u najvećem dijelu, smatra kao javna djelatnost.

Pomorski saobraćaj je aktivnost od posebnog društvenog značaja i interesa u svakoj (i užoj i široj) sredini, državi i kontinentu, zbog njegovih ekonomskih prednosti. S tim u vezi, međunarodna zajednica poklanja posebnu pažnju ka organizaciji, unaprijeđenju i jačanju svih vidova saobraćaja, posebno pomorskog saobraćaja.

Intezivniji razvoj savremenog pomorskog saobraćaja počinje pronalaskom parne mašine, a današnji saobraćaj karakteriše neočekivani razvoj saobraćajnih sredstava i pokretačnih snaga saobraćaja - uključujući atomsku i nuklearnu energiju. Kada danas govorimo o transportnim aktivnostima, kao najvažnijem dijelu saobraćaja, vrlo značajnu karakteristiku ima i napredak onih sredstava koja omogućavaju lakši, brži i sigurniji prevoz roba. Danas se ta pojava oblikuje kroz tzv. integralni transport, gdje je najizrazitija u tehničkom smislu prvo paletizacija, a potom kontejnerizacija.

Međutim, da bi se svi vidovi transporta odvijali bez „smetnji“ potrebno je da tehnološki napredak prate i tzv. „servisne službe“ koje omogućavaju da se transport kao sistem sprovodi na najbrži i najekonomičniji način. Dakle, potrebno je da u ovom konkretnom slučaju Luke kao čvorišta pomorskog i kopnenog saobraćaja prate tehnološke napretke i sisteme čisto transportnih tehnologija i to ne samo u pomorskom nego i u kopnenom saobraćaju.

Da bi se pomorski saobraćajni lanac objedinio, i da bi bio ekonomski opravdan, što je suština / bit, potrebno je da mnogo ostalih učesnika koji učestvuju u ukupnom ovom transportnom lancu budu na nivou zahtjeva i potreba koji su neminovnost u savremenim trendovima koji zahtijevaju najveću ekonomičnost, rentabilnost i produktivnost.

Ništa manje važno je u jednom transportnom lancu da on bude „pokriven“ dokumentovano. Objedinjavanje transportnog lanca podrazumijeva izradu i cirkulaciju

velikog broja dokumenata koji će omogućiti nesmetan, brz i ekonomičan protok robe od pošiljaoca do primaoca na osnovama savremenih zahtjeva ekonomije i biznisa.

Abstract (english)

Nowdays, well - organised human society can not succesfully develop and function without well developed and organised traffic. Because of it, traffic is considered as one of the most important activities in society. Therefore, well - organised traffic is neccesary for successful establishing connection among people, nations and all other entities, which are for different reasons refer to communication and cooperation among each other. Importance of traffic, or at least its most important parts, is reflected and visible in the fact that traffic is considered as a public activity.

Maritime transport is an activity of particular importance and interests for human society in every (narrower or wider) communities, countries and continents, because of its economic advantages and benefits. In this regard, international community pays a special attention for better organisation, improving and strengthening all kinds of transport, particularly maritime transport.

Intensive development of modern maritime transport has started by discovering steam engine and today's traffic is characterized by the unexpected development of means of transport and a driving force - including atomic and nuclear energy. When we speak about transportation activities, as the most important part of the traffic, an important feature is the progress of those assets that enable easier, faster and safer transport of goods. Today, this appearance is shaped through integral transport, where are most prominently, in the technical meaning , first palletization and then containerization.

However, for regularly flow all kinds of transport the necessary is service which enable that the transport as a system will be implemented in the fastest and most economical way. Therefore, it is necessary in this case of Port of Bar, as a hub of maritime and land transport, to follow the transportation system technologies and generally technological improvements, not only in the maritime transport, but also in land transport.

Transport chain must be covered by documents and it is no less important in a transport chain. Integrated transport includes the creation and circulation of a large number of documents that will enable unobstructed, fast and economical flow of goods from the sender to the recipient on the basis of the requirements of modern economics and business.

1. Uvod

Naučnik Lari Zor reče sledeće:

” Želimo li ostvariti racionalizaciju materijalnih tokova moramo poštovati devizu: što skladištenja manje što integrisanja više. Doći će dan kada će planiranje proizvodnje i planiranje manipulisanja materijalima postati jedinstven proces”.

Ovu njegovu naučnu maksimu ćemo sa naučno tehnološkog i praktičnog aspekta sadašnjih saznanja i tehnologija u ovom radu elaborirati.

Strukturu ovog rada čine tri međusobno povezana poglavlja i to:

U prvom dijelu stručnog ovog rada definišaće se sa naučno - teorijskog aspekta pojam i značaj saobraćaja i njegov razvoj, pravni izvori pomorskog prava, podjela pomorskog prava, ekonomske karakteristike i značaj pomorskog saobraćaja. Takođe, elaboriraće se o vrstama brodova i plovidbi, potom o tržištu i tarifama kao i o havarijama u pomorstvu. Uvodni dio se tiče objašnjenja subjekata saobraćajnih aktivnosti koji status i uloga će biti istraživani u trećem poglavlju ovog rada.

Drugi dio ovog stručnog rada će definisati sa naučno-teorijskog aspekta sve ugovore o prevozu morem i to preko pojma, sadržaja, uloge i elemenata. Posebno će biti definisani svi ugovori u pomorstvu po njihovim funkcionalnim vrstama. S obzirom da se, u poslednje vrijeme, u ovoj grani skoro insistira na unifikaciji dokumenata koja se koriste danas u pomorskom transportu, u ovom radu ćemo posebno poglavlje posvetiti tipskim ugovorima i formularima.

Nakon toga, biće riječi o ugovorima o prevozu stvari morem, zakupu broda, ugovoru na putovanje i na vrijeme, vozarskim ugovorima, podbrodarskim ugovorima, ugovorima za prevoz putnika i prtljaga i ugovorima o tegljenju. U ovom dijelu biće predstavljeni najznačajniji pojmovi, karakteristike i elementi sa naučno-teorijskog aspekta za: C/P, zaključnicu, pismo spremnosti, prijavu i naloga ukrcaja, oficirsku potvrdu. Dio ovog poglavlja je posvećen je i teretnici, njenim karakteristikama, sadržaju i funkcijama.

Dodatno ćemo obraditi elektronsku teretnicu kao savremeni pomorsko transportni dokument. Iako se skoro i ne koristi, definišaće se i pomorski tovarni list. Putna karta je takođe definisana sa teorijsko naučnog aspekta u ovom poglavlju. Biće elaborirana i druga dokumentacija koja se koristi u pomorskom transportu. Takođe, obradićemo manifest tereta, kargo plan, spisak putnika, vremensku tablicu, skladišnicu, špediterske potvrde, založnicu, garantna pisma, razne proteste, brodske knjige i druga dokumenta koja se

koriste da bi se ostvario cjelokupni tehnološki proces transporta robe morem i drugim transportima od pošiljaoca do primaoca.

Empirijski dio kao treći dio ovog rada sadrži konkretne primjere izrade i cirkulacije dokumenata u pomorskom transportu na primjeru i po uzansama Luke Bar AD, kroz objašnjenje i prikaz dokumentacije koja se koristi u našoj najvećoj luci. Posebno će biti objašnjena cirkulacija dokumentacije koja je navedena u drugom dijelu ovog rada.

Uslovno rečeno, govori se o makro sistemu koji karakteriše veći broj korisnika i davalaca usluga, sa mnogim specifičnim zahtjevima za uslugama transportnog sistema. Ovakvi sistemi ne dopuštaju pri optimizaciji bilo kakvo uopštavanje.

Predviđeno je da ovaj dio rada obuhvati aktivnosti svih učesnika, tj. davalaca usluga (podsistema), sa aspekta kvaliteta usluge, ekonomije, ekologije i na kraju na koji se način ovaj robno – transportni centar integriše i povezuje sa svim ostalim podsistemima pomorskog transporta u zemlji i okruženju.

Na kraju ovog poglavlja, ovaj rad će predstavljati vrlo interesantan izvor, jer je izrađen na osnovu prakse koja se primjenjuje u Luci Bar, koji će ukazati na dobre i štetne posljedice, prvenstveno sa organizaciono-eksploatacionog aspekta, a potom i finansijskog stanovišta.

U zaključku kao četvrtom poglavlju ovog rada će biti data sinteza rezultata istraživanja sa smjernicama za unaprijeđenje rada svih davalaca usluga u ovom transportnom lancu. Takođe, u radu će biti sugestija i komentara o organizaciji rada svih davalaca usluge u cilju stvaranja boljih preduslova optimalne organizacije rada svih učesnika za izvršenje postavljenih ciljeva sa aspekata ekonomičnosti, rentabilnosti i produktivnosti.

Završno razmatranje treba da dà odgovor da li se praksa, koja se u ovom vremenu na ovom robno – transportnom punktu, sprovodi u funkciji sa navedenih aspekata i preporuka za eventualne korekcije i izmjene.

Poseban dio ovog magistarskog rada predstavljaju prilozi ovog rada. U ovom dijelu će biti priložena većina dokumenata (90%) koja su u Odjeljcima 2, 3 i 4 pomenuta i elaborirana, tj. definisana, opisana, a i naveden je njihov značaj, karakteristike i funkcije, a sve na osnovu prakse i uzansi u AD Luka Bar.

1.1. Predmet istraživanja

Polazna osnova za izradu projekta i istraživanje je postojeći fond saznanja, kao i ona koja provjeravaju postojeća znanja.

Predmet istraživanja u ovom radu je istraživanje pojmova, karakteristika, elementa i značaja dokumentacije u pomorskom transportu, koji je neraskidivo povezan sa postavljanjem i sprovođenjem organizacione strategije tako da se predmet istraživanja bazira na pomorskom pravu i ostalim pratećim propisima koji utvrđuju način funkcionisanja tih propisa i izradu dokumenata i njihovu cirkulaciju.

Naučnik F. Bekon je rekao: „Nauka nije ništa drugo do slika istine“!

Na predhodno navedenoj maksimi, ovaj rad će pokušati da definiše i ukaže na prednosti i nedostatke određenih procesa i procedura u pomorskom transportnom lancu:

- dobrih ili loših tehnološko – ekonomskih i kooperativnih veza unutar i između davalaca usluge, tj. logističke podrške učesnika u pomorskom transportnom lancu, i
- optimalni stepen i oblik organizacionog, ali i ekonomskog povezivanja svih subjekata u pomorskom transportnom lancu.

1.2. Svrha i cilj istraživanja

Razlike koje se pojavljuju u osnovnim principima metodologije istraživanja mogu se mimoći definisanjem cilja istraživanja. U praksi istraživanja, pa i empirijska poistovjećuju se sa problemom i predmetom istraživanja. Da li je ova pojava opravdana? Jeste, jer opšti cilj svakog istraživanja je sticanje novog i određenog naučnog saznanja koje, pored društvenih vrijednosti, ima i svoju svrsishodnost.

Ipak, cilj i predmet istraživanja se ne mogu miješati, jer se tada miješaju i odgovori na pitanja „šta“ ili „zašto“. Dakle, prvo se mora definisati šta će biti istraživano. Tim činom se određuje pojava ili procedura koja se ispituje i o kojoj se želi steći ili provjeriti do tada stečeno saznanje.

Svrha ovog istraživanja je da se na osnovu sveobuhvatnog sistematskog proučavanja i analiziranja svih raspoloživih publikovanih Međunarodnih konvencija, naučno i stručno utemeljenih činjenica, podataka kao i stručnih izvještaja o dokumentima u AD Luka Bar kroz formulisanje i prezentaciju odgovarajućih zaključaka definišu uslovi funkcionisanja same luke i ostalih u ovom saobraćajnom lancu.

Uobičajena podjela ciljeva istraživanja su na:

- društvene ciljeve istraživanja, i
- naučne ciljeve istraživanja.

Društveni cilj i svrha istraživanja imaju cilj da budu upotrijebljeni u praksi, a naučni cilj istraživanja je u dostizanju određenog naučnog saznanja o konkretnom istraživačkom poduhvatu. Cilj je da ovim radom ravnomjerno dostignemo i društveni i naučni opšti cilj.

1.3. Hipoteza istraživanja

Osnovna hipoteza u ovom radu zasniva se na najozbiljnijem simptomu uticaja loše cirkulacije dokumenta na stepen upravljanja svih učesnika u tehnološkom procesu na ovom punktu kroz neodgovarajuće i nejasno delegiranje ovlašćenja uz minimum pažnje i vremena od strane menadžera.

Navodi u radu su jasno i konkretno formulisani, zasnovani na teoriji, zakonima i uredbama iz ove oblasti, saznajno će dati bolja rješenja i biti neposredno proverljivi i zvanično potvrdljivi u praksi.

Rad će prilikom postavljanja hipoteza imati postavljenih i generalnih (opštih) hipoteza, imaće i posebnih, ali će imati i pojedninačnih za ovu oblast specifičnih hipoteza.

Indikatori, koji su navedeni u radu, omogućili su da postavljenu hipotezu provjerimo u ukupnom i pojedinačnom postupku. Kod istraživanja, čiji je cilj poboljšanje postojećih procedura rada kroz opis postavljene hipoteze na do sada utvrđeni naučni nivo, nastojali smo da se formuliše racionalna hipoteza.

Gud V, Het P, u knjizi „Metodi socijalnog istraživanja“ Beograd, 1966. str. 57, Kaže: „Hipoteza gleda unaprijed. Ona je tvrdnja koja može staviti na ispit, da bi se ustanovila njena valjanost. Ona može izgledati suprotna uobičajenom shvatanju, ili u skladu sa njim. Može se dokazati da li je tačna ili netačna. Međutim, u svakom slučaju, ona vodi empirijskom provjeravanju“.

Iz predhodnog citata proizilazi da kriterijum valjanosti postavljene hipoteze je valjan ako je adekvatan predmetu istraživanja i ako se može provjeriti i potvrditi u praksi. Svakako, korisna je ona hipoteza koja je u mogućnosti da pokrije nedostatke u saznanju o predmetu, s ciljem izbjegavanje iste.

Za postavljanje hipoteza u ovom radu, trudićemo se da bude vidno i očigledno poznavanje materije na koju se one odnose. To će praktično značiti da će za definisanje valjanih hipoteza, pored osnovnih pravila za koje one vrijede, presudni značaj imati

bibliografska metoda istraživanja. Na kraju komentara za ovo poglavlje, u potpunosti ćemo ispoštovati „regul“ rečenice: „Na osnovu predmeta, cilja i zadatka istraživanja, kao i na osnovu konsultovanja adekvatne literature, moguće je postaviti jednu generalnu (Hg) i nekoliko posebnih hipoteza (H1-n).

1.4. Metode istraživanja

Ovaj rad je baziran na određenim metodama i načinima istraživanja poznatih u nauci.

Mišljenja sam da način istraživanja predstavlja sistem misaonih, tehničkih i iskustvenih postupaka kojima se realizuje istraživanje. Ova aktuelnost se definiše predmetom i ciljevima istraživanja, a posebno formulisanjem hipoteza i indikatora.

Prilikom istraživanja i formulisanja rezultata istraživanja koristio sam sledeće naučne metode: induktivna metoda, deduktivna metoda, empirijska metoda, metoda analize i sinteze, metoda deskripcije, statistička metoda, komparativna metoda, metoda predviđanja, kao i tehnika ankete.

Definisanje izvora stručne literature, postupaka prikupljanja podataka, dala mi je sveobuhvatne i vjerodostojne odgovore, a ove činjenice su mi omogućile ostvarenje cilja. a to je da dam odgovore i bolja rješenja na sadašnju praksu.

1.5. Opravdanost istraživanja

Svaki projekt istraživanja posvećen je njegovim upotrebnim vrijednostima. Te vrijednosti se ogledaju u unapređenju nauke i ustaljenje prakse, mada brojni teoretičari smatraju da se u krajnjoj liniji radi o društvenom doprinosu.

Posmatrano sa aspekta doprinosa nauci, opravdanost istraživanja može biti:

- doprinos konkretnoj nauci, i
- doprinos metodologiji.

Ako opravdanost istraživanja posmatramo sa aspekta doprinosa saznanju ili načinu istraživanja, onda možemo to svrstati u dva vida:

- heuristički (otkriva nova saznanja), i
- verifikatorni vid (povećava već postojeća saznanja).

Cijenim da je ovaj rad zadovoljio oba kriterijuma i oba vida, i da je dao brojne odgovore koji će unaprijediti teorijsku osnovu iz ove oblasti, ali i koji daju odgovore za praktična rješenja uočenih nepravilnosti i prakse.

2. Osnovni pojmovi pomorskog saobraćaja i transporta

2.1. Pojam i značaj saobraćaja/transporta i njegov razvoj

Organizovano ljudsko društvo danas se ne može zamisli, niti se može uspješno razvijati i funkcionisati bez dobro razvijenog i organizovanog saobraćaja, zbog čega se saobraćaj smatra jednom od najznačajnijih aktivnosti u društvu. Dobro razvijeni saobraćaj je od prvorazrednog značaja za uspješno upostavljanje veza među ljudima, narodima i svim drugim subjektima koji su iz najrazličitijih pobuda upućeni na međusobnu komunikaciju. Značaj saobraćaja, ili barem njegovih najvitalnijih djelova, ogleda se u činjenici da se djelatnost saobraćaja, u najvećem dijelu smatra kao javna djelatnost.

Pojmovno, saobraćaj možemo odrediti kao aktivnost koja je „usmjerena na omogućavanje racionalnog savlađivanja vremena i prostora za razne društvene potrebe.”¹

Saobraćaj je aktivnost od posebnog društvenog značaja i interesa u svakoj (i užoj i široj) sredini, državi i kontinentu. S tim u vezi, međunarodna zajednica poklanja posebnu pažnju organizaciji, unaprijeđenju i jačanju saobraćaja.

Pojedine vrste saobraćaja veoma su stare i pojavljuju se još od prvobitnih oblika razvoja ljudskog društva. U te osnovne i istorijski najstarije grane spadaju pomorski i drumski saobraćaj i transport. Danas je teško dokazati koja od ove dvije grane saobraćaja je prva nastala. Ipak, najvažnije je da je čovjek na početku, u cilju razvijanja ovih grana saobraćaja, koristio prirodni neizmijenjeni ambijent sredine u kojem je živio. Za pomorski saobraćaj i transport, i uopšte vođeni saobraćaj, prvobitno je korišćena obala uzduž rijeka i mora.

Intezivniji razvoj savremenog pomorskog saobraćaja počinje sa pronalaskom parne mašine, a današnji saobraćaj karakteriše neočekivani razvoj saobraćajnih sredstava i pokretačnih snaga saobraćaja - uključujući atomsku i nuklearnu energiju. Kada danas govorimo o transportnim aktivnostima, kao najvažnijem dijelu saobraćaja, vrlo značajnu karakteristiku ima i napredak onih sredstava koja omogućavaju lakši, brži i sigurniji prevoz roba. Danas se ta pojava oblikuje kroz tzv. integralni transport, gdje je najizrazitija u tehničkom smislu prvo paletizacija, a potom kontejnerizacija.

Predmet rada transportne industrije, jeste proizvodnja transportnih usluga, a proces

¹ Ivošević B., *Saobraćajno pravo (I)*, Beograd, 2008., str. 17

transporta spaja proizvodnju i fazu potrošnje u procesu društvene reprodukcije i to u fazi razmjene.

Zbog svega naprijed navedenog, saobraćaj ima tri (3) osnovne funkcije i zato se razlikuje od svih ostalih proizvodnih procesa i oblasti proizvodnje:

- Prva funkcija predstavlja zadovoljenje potreba potrošnje, kako proizvodne tako i opšte i lične;
- Druga funkcija predstavlja saobraćaj kao imanentni sastavni dio podjele rada i svakog tržišta, bez kog su neostvarivi specijalizacija proizvodnje, kooperacija, funkcionisanje tržišta i razmjena uopšte, u uslovima društvene i teritorijalne podjele rada; i
- Treća funkcija sadržana je u integraciji države i društva, jer obezbjeđuje cirkulaciju svih tokova državnih i društvenih reprodukcija.²

Na kraju u vezi sa problemom saobraćaja, treba ukazati da je taj proces modernizacije neprestano u toku, i da se promjene stalno događaju.

Davno je poznata izreka da more spaja narode, a ne da ih razdvaja. Ova izreka ima svoju praktičnu vrijednost i danas.³

2.2. Pomorsko pravo i njegove karakteristike

U pravnoj literaturi postoji veliki broj definicija pomorskog prava, koja sa više ili manje određuju ovu materiju u širem ili užem smislu.

Prema jednoj od definicija u širem smislu, pomorsko pravo proučava pravne norme koje regulišu sve proizvodne aktivnosti na moru: plovidbu, vađenje rudnih bogastava, iskorišćavanje morske flore i faune, ribarstvo, turizam i dr. Osnovni nedostatak ove definicije jeste njena uopštenost i nedovoljna određenost.

Konkretnijom definicijom pomorskog prava može se smatrati da su to pravne norme koje regulišu pomorski brod i plovidbu morem, u prvom redu u svrhu prevoza robe i putnika morem, ali i šire od toga.

Kao osnovne karakteristike⁴ pomorskog prava u literaturi se uobičajeno navode:

- univerzalnost,

² Kolarić N., *Menadžment u saobraćaju*, Beograd, 2007., str.1-6

³ Ivošević B.(I), *op.cit.* str. 159-161.

⁴ Brajković P., *Pomorsko pravo – skripta*, Kotor, 2000., str. 2 - 4

- partikularnost i
- autonomnost.

Univerzalnost pomorskog prava ispoljava se u sličnosti pravnih normi u pomorskim zakonima širom svijeta. Dva osnovna razloga uslovljavaju tu sličnost:

- prvi razlog je u tome što je predmet pomorskog prava plovidba morem,
- drugi razlog proizilazi iz različite tehnike donošenja pomorsko pravnih normi.

Partikularnost pomorskog prava manifestuje se u specifičnom karakteru pomorsko pravnih normi, koje su po mnogo čemu tipične samo za ovu pravnu disciplinu. U pomorskom pravu, naime, postoje neki pravni instituti koji se ne mogu sresti u drugim granama prava (npr. pomorske havarije, privilegije, itd).

Autonomnost pomorskog prava treba shvatiti u formalnom značenju, tj. u opravdanosti izdavanja njegovih regulativnih propisa u zasebnu zakonsku cjelinu. Budući da univerzalno i partikularno, pomorsko pravo je već samim tim određeno i kao autonomno, samostalna pravna disciplina.

Dakle, pomorsko pravo predstavlja granu prava koja obuhvata skup pravnih normi i pravila kojima se uređuju odnosi koji nastaju u vezi sa pomorskim djelatnostima.

2.3. Izvori pomorskog prava i odnos pomorskog prava sa drugim granama prava

Osnovna podjela izvora saobraćajnog prava, pa samim tim i pomorskog prava, je na:

- međunarodne pravne izvore i
- domaće pravne izvore

Osnovni međunarodni pravni izvori su međunarodne konvencije, autonomni međunarodni izvori saobraćajnog prava, brojni sporazumi između pojedinih država, bilo da su bilateralnog ili multilateralnog karaktera kao i drugi pravni izvori.

Najvažnije konvencije iz oblasti bezbjednosti plovidbe jesu: Konvencija o zaštiti ljudskih života na moru – SOLAS i Međunarodna konvencija za sprečavanje zagađenja sa pomorskih brodova – MARPOL, itd.

Domaći izvori pomorskog prava su zakoni iz oblasti saobraćaja, podzakonski akti, običaji sistematizovani u uzanse, opšti uslovi poslovanja u pojedinim granama saobraćaja, sudska praksa i pravna nauka.⁵

Najznačajniji domaći pravni izvori su:

- Zakon o pomorskoj i unutrašnjoj plovidbi (Sl.list SRJ 12/98, 44/99, 74/99, 73/2000.),
- Zakon o sigurnosti na moru (Sl.list CG br. 53/13),
- Zakon o moru (Sl.list CG br. 17/07, 6/08 i 40/11),
- Zakon o lukama (Sl.list 51/08, 40/11 i 27/13)
- Zakon o jahtama (Sl.list CG br. 46/07),
- ZUP (Sl.list SRJ br.60/03), i (Sl.list CG br. 32/119.)
- Opšti uslovi poslovanja Međunarodnih špeditera,
- Opšti uslovi poslovanja Pomorskih agenata,
- Lučke uzanse i dr.

Odnos pomorskog prava prema drugim granama prava može se pravilno odrediti ukoliko se ima u vidu razvojni tok dugotrajnog procesa definisanja pomorskog prava u posebnu pravnu disciplinu. Zbog svoje istorijske veze sa građanskim, odnosno trgovačkim pravom, pomorsko pravo se nalazi u specifičnom odnosu prema ovim pravnim disciplinama. Naime, kaže se da se norme građanskog i trgovačkog prava primjenjuju supsidijarno (dopunski) u odnosu na pomorsko-pravne norme, tj. one dopunjuju norme pomorskog prava.

Pomorsko pravo danas se izučava u sistemu saobraćajnog prava. Budući da saobraćaj pojmovno obuhvata transport i komunikacije, to se u tom kontekstu pomorsko pravo tretira kao jedna od grana transportnog prava. U isto vrijeme pomorsko pravo predstavlja i dio plovidbenog prava, koje takođe ulazi u sastav transportnog prava.⁶

2.4. Podjela pomorskog prava i njegova unifikacija

Pomorsko pravo, u skladu sa opšte usvojenom podjelom, možemo podijeliti na dvije osnovne grane:

- međunarodno pomorsko pravo
- unutrašnje pomorsko pravo.

⁵ Ivošević B., (II), *Pomorsko pravo*, Tivat, 2011., str.9-10

⁶ Brajković P., *op.cit.* str. 4-6

Međunarodno pomorsko pravo, kao takvo, obuhvata sledeće:

- međunarodno javno pomorsko pravo i
- međunarodno privatno pravo.

Međunarodno javno pravo bavi se pravnim regulisanjem odnosa povodom plovidbe koji se uspostavljaju između subjekata međunarodnog javnog prava – država i međunarodnih organizacija.

Međunarodno privatno pomorsko pravo svojim normama reguliše pomorsko – pravne odnose sa elementima inostranosti.

Unutrašnje pomorsko pravo za razliku od međunarodnog, važi samo unutar granica jedne države. Postoje mnoge grane unutrašnjeg pomorskog prava, a najvažnije su:

- administrativno (upravno) pomorsko pravo, i
- imovinsko pomorsko pravo.

Administrativno pomorsko pravo sadrži propise kojima se regulišu administrativno pravni (upravno-pravni) odnosi povodom pomorske plovidbe. Tu spadaju propisi o bezbjednosti plovidbe, o statusu i organizaciji morskih luka, o redu u lukama, o položaju i statusu stranih brodova u lukama, o vršenju pilotske službe i dr.

Imovinsko pomorsko pravo uređuje plovidbu u trgovačke svrhe, tj. reguliše odnose povodom plovidbe trgovačkih brodova.

Unifikaciji pomorskog prava pristupilo se relativno davno, tako da je Udruženje za međunarodno pravo (ILA) započelo regulisanje zajedničke havarije. Nekako u isto vrijeme, 1897.godine, uspješan rad Međunarodnog pomorskog odbora (CMI) rezultira donošenjem brojnih Konvencija (13 Konvencija i 5 Protokola)⁷ iz oblasti pomorskog prava.

Nakon II svjetskog rata, Ujedinjene nacije formiraju svoju međunarodnu pomorsku organizaciju (IMO) koja preuzima značajne poslove u oblasti unifikacije pomorskog prava, prvenstveno iz oblasti bezbjednosti plovidbe i zaštite mora od zagađenja, ali kasnije i one iz domena pomorskog privatnog prava, tako da je današnja uloga CMI-a uglavnom savjetodavna u odnosu na UN i IMO.

Najvažnija međunarodna konvencija iz oblasti bezbjednosne plovidbe je Konvencija o zaštiti ljudskih života na moru (SOLAS). Nakon brojnih dopuna, danas je na

⁷ Ivošević B.(II), *op.cit.* str. 9-10

snazi SOLAS konvencija iz 1974. Poslednje izmjene pomenute konvencije uključuju i Kodeks o međunarodnoj bezbjednosti brodova i luka (ISPS Code), donešen u Londonu 2002.godine.

Međutim, oblast bezbjednosti pomorske plovidbe regulisana je i drugim konvencijama, pravilima i pravilnicima međunarodnog značaja, a u nastavku su neke od najznačajnijih: Međunarodna konvencija o teretnim linijama, Međunarodna konvencija o mjerenju tonaže brodova, Međunarodna konvencija o traganju i spasavanju, te Međunarodna konvencija o standardima za trening, certifikaciju palubne službe za pomorce (STCW), i dr.

U oblasti privatnog (imovinskog) pomorskog prava su najznačajnije sledeće konvencije: Međunarodna konvencija o izjednačavanju nekih pravila u pružanju pomoći i spasavanju na moru, Konvencija o izjednačavanju nekih pravila u materiji ograničenja odgovornosti vlasnika morskih brodova, Konvencija o izjednačavanju nekih pravila u materiji teretnice i brojne druge.

Nakon velike katastrofe tankera „Torrey Canyon“ 1967.godine, u okviru IMO se donosi Međunarodna konvencija o građanskoj odgovornosti za zagađenje mora 1969.god. a potom IMO donosi i Konvenciju o sprečavanju zagađenja sa pomorskih brodova (MARPOL) 1973.godine.

U okviru IMO-a poslije 70-tih godina donose se značajne međunarodne konvencije iz oblasti pomorskog privatnog prava, a najznačajnije su Konvencija o prevozu putnika i njihovih prtljaga morem iz 1974.godine, poznata kao Atinska konvencija, zatim Konvencija o ograničavanju odgovornosti za pomorska potraživanja iz 1976.godine, Konvencija o spašavanju iz 1989.godine, zatim Konvencija o pomorskim privilegijama i hipotekama iz 1993.godine i Konvencija o atestu pomorskih trgovačkih brodova iz 1999.god.

Najnovija Konvencija UN o ugovorima za međunarodni prevoz robe u cjelini ili djelimično morem (*United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea*), donijeta je 2009.godine iz oblasti pomorskog privatnog prava.⁸

2.5. Karakteristike i ekonomski značaj pomorskog saobraćaja/ transporta

Pitanja pomorske plovidbe su regulisana pomorskim pravom, koje se razlikuje od drugih grana saobraćajnog prava u dva bitna elementa:

⁸ Ivošević B.(II), *op.cit. str.* 6-9

- saobraćajnom putu na kome se obavlja plovidba, i
- saobraćajnom sredstvu kojim se vrši transport .

Pomorskim propisima regulišu se određeni odnosi fizičkih i pravnih lica u vezi sa plovidbom na moru i pomorstvu uopšte.

U vezi saobraćajnog puta, kao kategorije u pomorskom saobraćaju, saglasno Konvenciji UN o pravu mora plovidba otvorenim morem slobodna je za sve brodove. Ovdje, naravno ima nekih ograničenja sa stanovišta međunarodnog prava, a osnovno je da otvorenim morem mogu da plove samo brodovi koji viju određenu nacionalnu državnu zastavu, dakle, pripadaju nekoj od država priznatih u svijetu.⁹

Značajno je pomenuti i sledeće institute:

- slobodno more, i
- slobodna plovidba.

Ovi instituti savremene pomorske privrede su regulisani propisima Ženevske konvencije o otvorenom moru iz 1958 .godine.

Postoji veliki broj ekonomskih prednosti pomorskog transporta, među kojima se kao najznačajnija ističe razvoj i usavršavanje plovidbe na moru, čime je omogućen prevoz robe :

- u najvećim količinama,
- na najveće udaljenosti,
- po najnižim transportnim troškovima

Takođe, more je kao plovidbeni put veoma prostrano i ne zahtijeva nikakvo održavanje. Zapravo dvije trećine zemlje, tj. 70,70 % su mora i okeani, a 29,30% zemljine kugle čini kopno. Zato se i oko 2/3 trgovačkog svjetskog prometa odvija pomorskim putevima, a trgovačka mornarica je najčvršća nit koja obavlja razmjenu proizvodnih dobara između kontinenata i preko okeana.

Uz to, pomorski transport je najjeftiniji pošto se koristi prirodan transportni put, a prevoze se velike količine robe. Prednost ovog transporta ogleda se i u tome što je oslobođen svih formalnosti u prelaženju granica, jer na pomorskom putu nema granica.¹⁰

2.6. Vrste pomorskih brodova

Osnovna podjela brodova je prema vrsti i svrsi kojoj služe.

⁹Ivošević B. (II), *op cit. str. 15*

¹⁰ Marković M., *Transport, špedicija, carina i osiguranje, Beograd, 2003., str. 57-60*

Prema prof. dr Mađariću¹¹, postoje sledeće vrste brodova prema kriterijumu svrhe odnosno namjene kojoj služe:

- putnički brodovi,¹²
- putničko teretni brodovi,¹³
- brodovi za slobodnu plovidbu,¹⁴
- brodovi za linijsku plovidbu,¹⁵ i
- brodovi za specijalne tereta.¹⁶

Druga podjela brodova prikazana je šematski (*prilog br.6*),¹⁷ prema pravilima Međunarodne pomorske organizacije (IMO), koja je objavljena za našu naučnu javnost u knjizi „Planiranje i razvoj pomorskog transporta“¹⁸

2.7. Vrste pomorske plovidbe

U pomorskom transportu zastupljene su razne podjele odnosno vrste plovidbe. Najznačajnija podjela je na osnovu načina iskorišćavanja brodova, plovidba se može podijeliti na:

- slobodnu plovidbu, i
- linijsku plovidbu.

Pod slobodnom plovidbom podrazumijeva se plovidba broda koji ne dotiče luke po određenom voznom redu i pod uslovima definisanim ugovorima o prevozu. Za ovu vrstu plovidbe koriste se tzv. tramp brodovi raznih tipova. Slobodna plovidba pruža razne ekonomske prednosti. Po pravilu, tramp brodovi prevoze jednoobrazan teret i u tom slučaju brodski prostor se racionalnije koristi, a ukrcavanje i iskrcavanje tereta je brže i jeftinije. Teret se prevozi neposredno u odredišnu luku i nema potrebe da brod usput dotiče druge luke. U slobodnoj plovidbi su zato i vozarine niže, kao i troškovi ukrcaja i iskrcaja, a prevoz je brži. Zahvaljujući prednostima slobodne plovidbe, omogućava se da prevoz jeftinih sirovina i masovnih tereta bude brži i jeftiniji.

¹¹ Mađarić J., *Međunarodna špedicija*, Zagreb, 1991. godina, strana 102-103

¹² Prilog br. 1, putnički brod, preuzeto od www.barskaplovidba.com

¹³ Prilog br. 2, teretno-putnički brod, preuzeto od www.imo.com

¹⁴ Prilog br. 3, teretni brod za slobodnu plovidbu, preuzeto od www.imo.com

¹⁵ Prilog br. 4, teretni brod za linijsku plovidbu, preuzeto od www.imo.com

¹⁶ Prilog br. 5, brod za prevoz specijalnih tereta, preuzeto od www.imo.com

¹⁷ Prilog br. 6, Šematski prikaz podjele brodova po IMO kodexu

¹⁸ Radmilović Z./Dragović B., *Planiranje i razvoj pomorskog transporta*, Beograd, 2009.

Linijaska plovidba je savremeniji vid organizacije prevoza raznovrsne i skuplje robe. Transport ovakve robe je povoljniji za krcatelja, jer je poznato vrijeme prispjeća broda za ukrcaj, pa će se teret za ukrcaj blagovremeno pripremiti. Budući da se zna i vrijeme prispjeća tereta u odredišnu luku, uspješno se ostvaruju ekonomičnost i brzina u prevozu. Budući da se linijskom plovidbom prevozi raznovrstan i skupocjeniji teret raznih korisnika prevoza, obično se u linijskoj plovidbi koriste brodovi manjih nosivosti, koji su opremljeni najsavremenijom mehanizacijom, konstruisanom tako da ne opterećuju brodski prostor krcanja kako bi se lakše obavljalo slaganje, odvajanje i separisanje tereta. Posebno je značajno reći, da ovi brodovi u odnosu na brodove slobodne plovidbe postižu veće brzine i tako skraćuju vrijeme transporta. U današnje vrijeme skoro svi tereti kontejnerizovani su i prevoze se u režimu linijske plovidbe.

Osim navedene podjele plovidbe, postoji podjela prema granicama plovidbe i to:

- duga plovidba, i
- obalna plovidba.

Duga plovidba je plovidba koja se odvija preko okeana i praktično povezuje sve međunarodne luke i kontinente.

Obalna plovidba, se djeli na:

- veliku obalnu,
- malu obalnu plovidbu i
- kabotažu.

Mala obalna plovidba predstavlja plovidbu koja se obavlja između mjesta iste morske obale, a velika obalna plovidba podrazumijeva plovidbu mediteranom i svim morima spojenim sa mediteranom. Plovidba koja se odvija između obala jedne zemlje naziva se kabotažom, s tim što je u praksi ovaj vid plovidbe obično rezervisan za brodove domaće mornarice.¹⁹

2.8. Pomorsko tržište i pomorske tarife

Razvoj međunarodnog pomorskog transporta i njegov veliki ekonomski značaj doprinijeli su da se u okviru njega razvije pomorsko prevozno tržište.

Pomorsko prevozno tržište u širem smislu predstavljaju uslovi, mogućnosti i prilike koje vladaju u određenom periodu ili trenutku na tržištu brodskog prostora.

¹⁹ Mađarić J., *op.cit.* str. 103-104

Upošljavanje brodova kao prevoznih sredstava zavisi od:

- količine robe koju treba prevesti, a koja se u određenom trenutku nalazi na broderskom tržištu i
- od raspoloživosti brodskog prostora.

Količina robe koju treba prevesti nerijetko se ne poklapa sa raspoloživim broderskim prostorom na tržištu. S obzirom na to cijena prevoza odnosno prevoznici stavovi zavise i često variraju od ponude i tražnje broderske tonaže, tj. tereta koji se nudi za prevoz i mogućnosti broderskih kapaciteta koji su u tom trenutku slobodni da izvrše prevoz te ponuđene robe na tržištu. Vozarina zbog navedenih razloga često puta raste, ali ponekad i pada. S tim u vezi je brodarstvo, kao i sve druge djelatnosti ekonomije izloženo uslovima koje vladaju na slobodnom tržištu.

Činjenica da se broderski prostor odnosno kapaciteti, sa kojima broderska privreda raspolaže, nalaze na svetskom tržištu kao i svaka roba, pa analogno tome podliježe zakonima tržišta. Ovakva situacija primorala je broderska preduzeća da rade na zaštiti sopstvenih interesa i radi koncentrisanja ponude udruže u sopstvena udruženja, formiranjem specijalizovanih tržišta kroz berze, gdje će se sa jedne strane pojavljivati tražnja broderskog prostora i kapaciteta i ponuda roba za prevoz. Najpoznatija pomorska berza se nalazi u Londonu, a u poslednje vrijeme sve veći značaj dobija i berza u Njujorku.

Osim ovih berzi na pomorskom prevoznom tržištu se u poslednje vrijeme pojavljuje veći broj lokalnih berzi koje se, u principu, osnivaju u velikim pomorskim lukama. Na ovakvim berzama pomorsko prevoznog tržišta uglavnom se za brodere obezbjeđuju povratni tereti i to omogućava brodarima viši stepen ekonomije poslovanja.

Pomorske tarife se uglavnom formiraju kao slobodne cijene za tramp/slobodne brodove i slobodno tržište, a linijski brodari su dužni da cijene prevoza utvrde i javno objave, ali i da se u skladu sa istima i ponašaju.

2.9. Pomorske havarije – nezgode

Pod pomorskom havarijom/nezgodom podrazumijeva se svako oštećenje ili trošak na brodu odnosno teretu koji su se dogodili u toku prevoza. One mogu biti prouzrokovane raznim razlozima: nepredviđene okolnosti ili nečija krivica, svjestan ili namjeran čin zapovjednika broda i ispunjavanje odeđenih uslova.

Najčešća i najvažnija podjela pomorskih havarija je na :

- generalne (opšte, zajedničke) i
- partikularne (posebne, pojedninačne) havarije.

Kada se govori o generalnoj havariji, postoje dvije okolnosti bitne za ustanovljavanje iste, a to su vanredno žrtvovanje dijela imovine (havarija štete) i izlaganje troškovima (havarija troškova). Za generalnu havariju potrebno je da nastupi jedna od dvije pomenute okolnosti ili obje zajedno. Ove radnje se čine u cilju spašavanja imovinskih vrijednosti učesnika u istom pomorskom poduhvatu (brod i/ili teret) i generalnu havariju svi učesnici saobraćajnog poduhvata snose srazmjerno.

Partikularna havarija je ona koja je nastala uslijed nepredviđenih okolnosti ili nečije krivice. Uobičajeno je da se kaže da su partikularne havarije sve one havarije koje nijesu generalne havarije. Partikularnu štetu ili trošak, snosi onaj koga je zadesila, tj. brodar odnosno imalac tereta. Ako je šteta nastupila nečijom krivicom, štetu snosi krivac.²⁰

Najčešće havarije u pomorstvu su požari na brodu²¹, potonuća broda²², nasukivanja broda²³ i sudari broda²⁴.

2.10. Učesnici u saobraćajnim aktivnostima u pomorskom saobraćaju

Za uspješno obavljanje saobraćaja, a posebno za transportne aktivnosti, postoji čitav niz društvenih odnosa koji utiču na saobraćaj ili iz njega nastaju, pa se s tim u vezi javlja i veliki broj subjekata (fizičkih i pravnih lica) koji imaju određenih direktnih ili indirektnih veza sa funkcionisanjem saobraćaja. Ovaj principijalni generalni princip važi i za pomorski saobraćaj i transport.

Sve subjekte koji učestvuju u saobraćaju, sa aspekta uloge koju imaju u okviru saobraćajne aktivnosti možemo podijeliti u sledeće grupe:

- nosioci prava i obaveza na objektima u saobraćaju (na saobraćajnim sredstvima u prvom redu),
- fizička lica koja upravljaju saobraćajnim sredstvima čineći posadu ili su angažovana u izvršavanju saobraćajnih operacija,
- korisnici prevoza, i
- razni punomoćnici.²⁵

²⁰ Ivošević B.(II), *Op.cit. str 151 - 177*

²¹ Prilog br. 7, požar na brodu,

²² Prilog br. 8, potonuće broda,

²³ Prilog br. 9, nasukivanje broda

²⁴ Prilog br. 10, sudar sa obalom/gatom

²⁵ Ivošević B.(I), *op.cit. str 131 – 132*

U pomorskom saobraćaju preduzetnike saobraćajnih aktivnosti u praksi možemo podijeliti na sledeće činioce:

- preduzetnici (nosioci) pomorsko-plovidbenih aktivnosti,
- punomoćnici i pomoćnici pomorskog poslovanja, i
- osoblje pomorskog brodarstva

2.10.1. Preduzetnici (nosioci) pomorsko-plovidbenih aktivnosti

Vlasnik broda odnosno brodovlasnik može biti pravno ili fizičko lice koje je nosilac vlasništva prava na brodu i koji je kao takav upisan u upisnik brodova. Brodovlasnik može, ali ne mora, samostalno biti nosilac plovidbene aktivnosti.

U prošlosti, nosilac plovidbene aktivnosti bio je brodar. Vremenom se u pomorskoj poslovnoj praksi funkcija pomorskog preduzetnika odvaja od stvarnopravnog odnosa sa brodom. Prema tome, valja razlikovati pojam brodovlasnika koji je nosilac prava vlasništva na brodu od pojma brodara kao nosioca brodarske aktivnosti.

Dakle, brodar je fizičko ili pravno lice koje kao posjednik broda predstavlja nosioca plovidbenog poduhvata i on kao posjednik, koji uglavnom stiče osnovom ugovora o zakupu, upravlja brodom.

Brodovlasnici/brodari često angažuju upravitelja broda (ship manager) za obavljanje pojedinih poslova u vezi sa iskorišćavanjem brodova. Upravitelj broda može biti angažovan za vršenje sledećih poslova: popunjavanje broda posadom, tehničko vođenje broda, prodaja brodskog prostora, osiguranje, naplata vozarine, snabdijevanje broda gorivom i ostalim sličnim poslovima.

Međutim, danas se ustalila praksa da više upravitelja broda za jedan brod zamjenjuju specijalizovane firme (ship management company) koje daju podršku i cjelokupan servis brodu za izvršenje plovidbene aktivnosti.

Lica iz ugovora o prevozu stvari morem su ugovorne strane. Dakle, kao ugovorne strane se pojavljuju: prevoznik (carrier) i naručilac prevoza (charterer). Osim naprijed pomenutih lica, tu se pojavljaju još i druga pravna ili fizička lica, kao npr. krcatelj robe (shipper), primaoc robe (consignee), pomorski agenti (shipper agent) i razni špediteri, posebno lučki špediteri (port forwarders).

2.10.2. Punomoćnici i pomoćnici pomorskog poslovanja

Pored prevoznika/brodara, u procesu transporta robe učestvuju brojni izvršioci ostalih aktivnosti koje su u vezi sa transportom robe, kao i brojne državne institucije koje obavljaju propisane radnje u vezi sa organizacijom transporta robe od pošiljaoca do primaoca, kontrolom određenih procesa koji se organizuju u uvozu, izvozu i tranzitu.

Učesnike u pomorskom transportnom lancu možemo podijeliti na:

- organe koji vrše propisane radnje u vezi sa kontrolom robe i njenim transportom,
- državne organe koji su uključeni u međunarodni robni promet i
- ostale učesnike.

U organe koji vrše propisane radnje u vezi sa kontrolom robe i njenim transportnim tokom ubrajamo sledeće učesnike:

- međunarodne špeditere,
- lučke agente,
- firme koje se bave kontrolom kvaliteta i kvantiteta, i
- razne kontrolore / havarijske komesare i institucije nadzora.

U državne organe koji su uključeni u međunarodni robni promet ubrajamo sledeće učesnike:

- lučke kapetanije,
- granične policijske organe,
- carinske ograde,
- razne državne inspektorate za kontrolu kvaliteta i zdravstvene ispravnosti robe (veterinarski inspektorat, fito-patološki inspektorat, sanitarni inspektorat, radiološki inspektorat, i dr..).

U ostale učesnike koji su uključeni u ovom transportnom lancu ubrajamo sledeće učesnike:

- razni lučki terminali,
- transportni terminali,
- razni skladištari,
- razna osiguravajuća društva, i dr.

Uobičajeno je da u svakom transportnom lancu, pa i u pomorskom, prevoznika, tj. brodarka prema ostalim učesnicima u tom lancu zastupa njegov pomorski agent, tj. lučki agent, a da robu prema ostalim učesnicima u transportnom lancu zastupa špediter. Ova

praksa nije isključiva i dešava se da prevoznika zastupa špediter robe, a dešava se da robu zastupa i agent prevoznika.

Zbog obima poslova koje obavlja u pomorskom transportnom lancu potrebno je odmah definisati mjesto, ulogu i značaj međunarodne špedicije.

Značaj međunarodne špedicije, može se posmatrati u užem i širem smislu.

U užem smislu, značaj i mjesto međunarodne špedicije ogleda se u iznalaženju najpovoljnijeg transportnog rješenja čime se značajno utiče na smanjenje transportnih troškova. To ima za direktnu posledicu smanjenje cijene robe koja se prevozi, odnosno povećanje njene konkurentnosti na tržištu.

U širem smislu, značaj međunarodne špedicije ogleda se u funkcionalnom povezivanju proizvodnje i potrošnje preko sistema međunarodnog robnog prometa. Unutar njega međunarodna špedicija obavlja funkciju posrednika i organizatora između spoljne trgovine i saobraćaja. Spoljna trgovina dobija pomoćnika za transportni dio kupoprodajnog posla, stručnog konsultanta za brojna pitanja tog posla i zastupnika njenih interesa prema ostalim učesnicima u transportu. Međunarodni transport dobija značajnog korisnika njegovih usluga i propagatora kako djelatnosti u cjelini, tako i pojedinih vidova transporta i pojedinih prevoznika.

Bez međunarodne špedicije, sistem spoljnotrgovinske razmjene i sistem međunarodnog transporta ne bi mogao optimalno funkcionisati. To međunarodnoj špediciji omogućuje da nađe svoje mjesto u sistemu ukupne reprodukcije. Šematski prikaz mjesta i uloge međunarodnog špeditera u spoljnotrgovinskom sistemu²⁶ pokazuje sa koliko učesnika u transportnom lancu kontaktira i sarađuje međunarodni špediter, tj. nedvosmisleno pokazuje kolika je njegova uloga u funkcionisanju cijelog transportnog lanca.

Radi cjelovitosti ovog rada u odjeljku za priloge prilažemo šematski prikaz AD Luka Bar.²⁷ i šematski prikaz podjele luka po IMO kodexu (*prilog br. 13*)²⁸.

2.10.3. Osoblje pomorskog brodarstva

Osoblje pomorskog brodarstva možemo podijeliti na:

²⁶ Prilog br. 11, Mjesto i uloga špeditera u spoljno-trgovinskom sistemu

²⁷ Prilog br. 12, Šematski prikaz AD Luka Bar

²⁸ Prilog br. 13. Šematski prikaz podjele luka po IMO kodexu

- posadu broda i
- ostalo osoblje pomorskog brodarstva.

Posadu broda sačinjavaju lica ukrcana za izvršenje poslova na brodu i koja su upisana u popis posade. Posada svakog broda se dijeli na službu palube i na službu brodske mašine odnosno službu stroja. Svaki brod mora da ima dovoljan broj stručno osposobljene posade koja se određuje Međunarodnim propisima, a koje su dužne da poštuju pomorske države.

Pod ostalim osobljem u pomorskom transportu treba svrstati brojne stručne kadrove koji rade na kopnu, u prvom redu u Lučkim kapetanijama, ali i u drugim stručnim ustanovama i organizacijama u pomorstvu.

Od ostalog osoblja lica Zapovjednik broda ima posebni status na brodu po Međunarodnim konvencijama. Zapovjedniku su na brodu podređene sve službe broda, posada i druga lica, uključujući i putnike na brodu u granicama zapovjednikovih zakonskih ovlašćenja.

Opšte prihvaćeno je da Zapovjednik ima tri osnovne funkcije, i to:

- nautičko vođenje broda,
- predstavljanje države na brodu i
- predstavlja zastupnika brodovlasnika, tj. njegovog agenta na brodu²⁹

Međutim brojne su dužnosti i funkcije Zapovjednika na brodu, koje u ovom radu nećemo posebno elaborirati.

²⁹ Ivošević B (1), *op.cit. str. 58-64.*

3. Prevozne isprave u pomorskom transportu

3.1. Ugovori o prevozu morem

3.1.1. Pojam i elementi ugovora o prevozu stvari morem

Ugovorom o prevozu stvari morem prevoznik se obavezuje da će prevesti stvari brodom, a naručilac prevoza da će platiti pomorsku vozarinu za izvršeni prevoz. Prema toj definiciji, bitni elementi ugovora o prevozu stvari morem su:

- roba/ stvari, gdje se pod pojmom stvari - roba podrazumijeva svaki predmet koji se prevozi na osnovu ugovora o prevozu,
- prevozni put, pod tim pojmom se podrazumijeva da brodar prima robu/stvar na prevoz u jednoj luci (luka ukrcaja), a predaje primaocu u drugoj (luka iskrcaja / odredišna luka),
- roba / stvari se moraju prevesti brodom. Prema Konvenciji o teretnici (1924), pojam *ship* označava svaki plovni objekat koji se koristi za prevoz robe morem, obuhvaćeni su samo pomorski plovni objekti, i
- naručilac prevoza je obavezan platiti vozarinu na osnovu ugovora o iskorišćavanju brodova koja je ekonomska svrha bavljenja plovidbenom djelatnošću.³⁰

3.1.2. Vrste ugovora u pomorskom transportu

Svi ugovori o prevozu stvari morem dijele se na:

- brodarske ugovore,
- ugovore o prevozu pojedinih stvari (pomorsko – prevoznički ugovori).

Brodarski ugovori dijele se prema dva kriterijuma:

- prema brodskom prostoru,
- prema trajanju ugovora

Prema brodskom prostoru ugovori mogu biti ugovori za prevoz:

- cijelim brodom,
- srazmjerenim dijelom broda (npr. 1/3 broda),
- određenim brodskim prostorom (npr. skladište/štiva br...).

³⁰ Pavić D., *Pomorsko imovinsko pravo, Split, str. 99.-100.*

Prema trajanju brodarski ugovori mogu biti:

- ugovori na vrijeme (time charter),
- ugovori na putovanje (voyage charter).³¹

Prema Zakonu o pomorskoj i unutrašnjoj plovidbi Crne Gore³² pomorske ugovore dijelimo na sledeće ugovore:

- ugovor o zakupu broda, i
- ugovore o pomorskim plovidbenim poslovima.

Ugovore o pomorskim plovidbenim poslovima naš zakon dijeli na:

- ugovor o prevozu stvari morem,
- ugovor o prevozu putnika,
- ugovor o tegljenju, i
- ugovore koji se odnose na druge plovidbene poslove.³³

3.1.3. Tipiski ugovori u pomorskom transportu i najznačajniji brodarski tipiski ugovori

Za ugovaranje pomorskih prevoza za određene relacije, za određene vrste tereta i za određene vrste plovidbe, u poslednje vrijeme pojavljuju se tzv. tipiski ugovori, tj. standardne forme prevoznih ugovora, koje uglavnom propisuje i definiše Baltička međunarodna pomorska konferencija sa sjedištem u Kopenhagenu, (BIMCO). BIMCO predstavlja organizaciju privatnog karaktera pomorskih brodovlasnika svijeta koja igra značajnu ulogu u pripremanju standardnih formi brodarskih ugovora i do sada je izradila vrlo veliki broj tzv. potvrđenih brodarskih ugovora, koje označava : „AGREED“ (usaglašen) , „ADOPTED“ (usvojen) , „RECOMMENDED“ (preporučen) .

³¹ Pavić D., *Ibid*, str.101

³² Sl.list SRJ 12/98

³³ Ivošević B(I), *op.cit.* str. 162-163

BIMCO je osim gore navedenih tipskih ugovora standardizovao i tipske ugovore za prevoz određenih roba na određenim pravcima, koje je tipske ugovore označavao sa određenim slovima npr:

- Baltimore C = prevoz žitarica iz SAD i Kanade,
- Danawood = prevoz drveta iz Finske, Švedske i Rusije za Dansku,
- Skanderz = prevoz rude iz Skandinavije za Njemačku,
- Welcon = prevoz uglja iz Bristolskog kanala za luke Sjevernog mora.

Nadalje, sa odborom za dokumentaciju brodarske komore iz Londona izradio i tzv. „GENCON“ unificirani ugovor koji smatraju vrlo preporučenim i koji je vrlo u upotrebi.³⁴

Primjerke obrazaca/ formulara, koji se koriste u pomorstvu, a koje je izradio i propisao BIMCO, bit će po segmentima priloženi u nastavku u odjeljku prilozi.

3.2. Ugovori o prevozu stvari morem

3.2.1. Brodarski ugovor na putovanje (voyage charter)

Ovaj brodarski ugovor je najčešća vrsta ugovora o prevozu u pomorskom saobraćaju, ugovor sklapaju direktno brodar i naručilac. Brodar je strana koja nudi svoje usluge i prevozi robu, a naručilac od brodara naručuje prevoz određene robe.

Po ovom ugovoru cijena prevoza ugovara se po slobodnoj plovidbi, s tim što je u interesu brodara da za prevoz robe dobije naknadu za troškove i ostvari izvjesnu dobit.

Brodarskim ugovorom na putovanje³⁵ može se ugovoriti prevoz cijelim brodskim prostorom ili samo određenim dijelom broskog prostora. Ovaj ugovor se razlikuje od ostalih, po tome što vozarina brodaru se ne plaća na određeno vrijeme, već na određeno putovanje. Vozarina se plaća ili unapred ili poslije završenog putovanja. Iako raspolaže brodskim prostorom i ukrcava robu, naručilac ne može davati naknadne naloge za prevoz roba, jer je ugovorom utvrđeno jedno ili više unapred utvrđenih putovanja. U ovom ugovoru mogu da se pojave i treća lica koja učestvuju u obavljanju prevoza robe, to su pošiljalac – krcatelj i primalac robe. Krcatelj i primalac mogu ugovoriti prevoz tereta sa brodarom. Kao punomoćnik naručioca izvoznika ili uvoznika krcatelj kao ovlašćeno lice,

³⁴ Ivošević B.(II), *op.cit.* str. 70-72; Ivošević B.(I), *op.cit.* str. 164-165;

Mađarić J., *op.cit.* str. 1'4-105; Gajić V., *Špeditersko poslovanje, Bar, 2007., str.240*

³⁵ Prilog br. 14, Ugovor na putovanje, preuzeto od www.bimco.com

na osnovu ugovora o prevozu predaje robu brodaru koji će je prevesti. Primalac robe je lice ovlašćeno da primi robu od brodara. Ovlašćeni primalac se brodaru teretnicom legitimiše iz koje proističu odnosi između brodara i primaoca.³⁶

3.2.2. Brodarski ugovor na vrijeme (time charter)

Brodarski ugovor na vrijeme je sličan ugovoru o zakupu broda. Ugovori na vrijeme imaju veliki značaj za ugovorne strane, jer se ugovarači njime osiguravaju od oscilacija na tržištu brodarskog prostora. Ovim ugovorom brodar obezbjeđuje i iznajmljuje svoj brod sa zapovjednikom i posadom na određeno vrijeme, tj. ugovoreno vrijeme. Ugovor se zaključuje uglavnom na šest mjeseci, sa pravom da se isti i produži. Najčešće se vozarina plaća mjesečno. Za vrijeme trajanja ugovora naručilac snosi troškove za pogonsko gorivo, lučke i plovidbene takse, za ukrcavanje i iskrcavanje tereta, a brodar o svom trošku plaća posadu. .

Ugovor na vrijeme³⁷ je nastao iz potrebe korisnika prevoza za prevozom veće količine tereta u određenom vremenu, a da ne mora da zaključuje ugovore za svaki charter prevoz.³⁸

3.2.3. Ugovor o zakupu broda

Ovaj ugovor se sklapa kad zakupac uzima u zakup određeni brod za prevoz robe uz obavezu da plaća određenu zakupninu. U odnosu na ugovor o prevozu na vrijeme, ugovor o zakupu razlikuje se po tome što svojstvo brodara prelazi na zakupca.

U ovom slučaju, zakupac kao brodar u ugovornom odnosu sa korisnicima prevoza, postaje zakupodavac. S obzirom na to zakupac, kao brodar ima odgovarajuća prava, ali i obaveze prema korisniku prevoza, (tako npr., pravo na naplatu carine, odgovornost za izdržavanje posade itd.). Ovim ugovorom može biti ugovoreno da se i izmjeni i ime broda i zastava, kad to zahtjevaju posebne okolnosti (ovakve situacije bile su za vrijeme Drugog svjetskog rata).

³⁶ Ivošević B.,(I), *op.cit.str.* 169-170; Brajković P., *op.cit. str.* 67-68;

Ivošević B.,(II), *op.cit.str.* 77-78; Pavić D., *op.cit.str.* 103-104;

Perović D., *Međunarodna špedicija, Kotor, 2003., str.* 189;

³⁷ Prilog br. 15., Ugovor na vrijeme, preuzeto od www.bimco.com

³⁸ Ivošević B.,(I), *op.cit.str.* 181-182; Pavić D., *op.cit.str.* 106;

Brajković P., *op.cit.str.* 68-73

Od zakupca zavisi da li će u zakup broda ³⁹uzeti brod sa opremom i posadom (demise charter) ili „goli brod“ bez opreme i posade (bare boat charter), iako se u praksi „demise“ koristi i za karakteristike „goli brod“.⁴⁰

3.2.4. Ugovor o prevozu pojedine komadne robe pošiljke – vozarski ugovor

Ovaj ugovor se odnosi na prevoz određene robe (najčešće u manjim količinama) koja se uglavnom prevozi linijskim brodovima. Ovi ugovori se ne zaključuju pismeno, nego samo zaključnicom/booking notom po uslovima linijskih brodova. Ova vrsta ugovora je dosta rijetka u upotrebi.⁴¹

3.2.5. Podbrodarski ugovor (subcharter)

Podbrodarski ugovor⁴² se sklapa kad naručilac broda dozvoljava trećem licu da preveze svoje stvari istim brodom koji je brodar stavio na raspolaganje naručiocu. Ovakav ugovor sklapa se iz više razloga, a najčešće ako naručilac broda nema dovoljno robe da iskoristi cijeli brodski prostor ili da sklapanjem ugovora naručilac broda smanji troškove dijeleći ih sa trećim licem, tj. podnaručiocem.⁴³

3.2.6. Ugovori o prevozu putnika i prtljaga

Ugovorom o prevozu putnika prevoznik/brodar se obavezuje da će putnika i njegov prtljag prevesti brodom, a putnik da će platiti prevozninu. Iz navedenog slijedi da su bitni elementi ovog ugovora:

³⁹ Prilog br. 16, Ugovor o zakupu broda, preuzeto od www.bimco.com

⁴⁰ Ivošević B., *op.cit.str.* 200-203; Brajković P., *op.cit.str.* 52-53;
Perović D., *op.cit.str.* 199-200;

⁴¹ Ivošević B.(I), *op.cit. str.* 167-168; Brajković P., *op.cit.str.* 63-65;
Ivošević B.,(II), *op.cit.str.* 74-76; Perović D., *op.cit.str.* 201-202

⁴² Prilog br. 17, Podbrodarski ugovor, preuzeto od www.bimco.com

⁴³ Ivošević B.(I), *op. cit. str.* 194; Pavić D., *op.cit. str.* 104;
Brajković P., *op.cit. str.* 78

- prevoznik/brodar,
- putnik,
- prtljag,
- prevozni put,
- prevozno sredstvo, i
- prevoznina/vozarina.

Ugovor o prevozu putnika i prtljaga je neformalan pravni posao, isprava o prevozu je putna karta. Putna karta može da glasi na ime ili na donosioca, a za prtljag se izdaje dokument „prtljažnica“ i podrazumijeva se da su podaci u prtljažnici istiniti, dok se drugačije ne dokaže.

Ugovore o prevozu putnika i prtljaga je posebno usaglasila Atinska Konvencija od 1974.godine.

Odredbe Atinske Konvencije se odnose samo na pomorske brodove, isključujući brodove na vazdušnom jastuku.

Ova Konvencija se primjenjuje na bilo koji međunarodni prevoz, ako:

- brod plovi pod zastavom države-učesnice ili je registrovan u njoj;
- ugovor o prevozu zaključen u državi-učesnici, ili;
- u saglasnosti sa ugovorom o prevozu mjesto polazišta i dolaska se nalazi u državi učesnici;

Kod ugovora o prevozu putnika morem postoje dvije vrste odgovornosti brodara:

- brodareva odgovornost za fizički integritet putnika, tj. za smrt i tjelesne povrede putnika, i
- brodareva odgovornost za zakašnjenje u izvršenju ugovora o prevozu putnika.

Prevoznik se računa krivim sve dok se ne dokaže suprotno, ako su se navedeni događaji desili u rezultatu brodoloma, sudara brodova, nasukanja, eksplozije ili požara ili zbog nedostataka samoga broda. Što se tiče gubljenja ili oštećenja prtljaga, takva krivica ili nemar se podrazumijeva, dok se ne dokaže suprotno, nezavisno od karaktera događaja koji je izazvao gubljenje ili oštećenje prtljaga.

U svim drugim slučajevima breme dokazivanja krivice ili nemara prevoznika leži na tužiocu⁴⁴

⁴⁴ Bojovic V., *Pomorsko pravo – skripta, Tivat, 2013., glava VIII str. 1*

3.2.7. Ugovor o tegljenju

Ugovorom o tegljenju brodar tegljača se obavezuje da će svojim brodom tegliti drugi brod ili objekat do određenog mjesta ili za određeno vrijeme ili za izvođenje određenog zadatka, a brodar tegljenog broda se obavezuje da će platiti nadoknadu koja se naziva „tegljarina“.

Visina tegljarine se ugovara tj. određuje se ugovorom. Brodar tegljača može ugovoriti i prevoz tereta tegljenjem, svojim ili tuđime brodom i to je ugovor o prevozu stvari tegljenjem. BIMCO je izradio i tipski ugovor o tegljenju koji se najčešće koristi u praksi pod kodnim imenom TOWCON ili TOWHIRE. Obaveze iz ugovora o tegljenju zastarijevaju tek nakon što protekne jedna godina, a vrijeme zastarijevanja počinje teći od dana kada je tegljenje završeno.

3.2.8. Ugovor o plovidbenom agencijskom poslu

Pomorski agenti svoju djelatnost obavljaju na osnovu ugovora o agencijskom poslu⁴⁵ koji zaključuje sa svojim principalom. Ovaj ugovor u osnovnim crtama regulišu zakonodavstva u svijetu bilo u pomorski zakonima ili u trgovačkim zakonima svojih zemalja.

Ovu vrstu ugovora kod nas regulišu ugovori o pomorskom agentu, koji se oslanja na planiranu regulativu zakona o pomorskoj i unutrašnjoj plovidbi i Zakon o pomorskoj i unutrašnjoj plovidbi (ZPUP). Ugovor se zaključuje na osnovu opšte ili posebne punomoći. Saglasno punomoći koju je dobio, agent ima obavezu da za račun svoga principala obavlja minimum jedan, a može i više pomorsko-agencijskih poslova, s tim što je principal obavezan da agentu nadoknadi sve nastale troškove i plati mu ugovorenu nagradu. Ovaj ugovor po našim zakonima je neformalan ugovor i u svemu ga regulišu norme ZPUP-a.

3.3. Zaključnica – booking nota

Zaključnica/booking nota⁴⁶ je i isprava o ugovoru o prevozu. Primjenjuje se kod ugovora o prevozu pojedinih stvari - robe. Ti su ugovori karakteristični za prevoz

⁴⁵ Prilog br. 18, Ugovor o agencijskom poslu, preuzeto od www.bimco.com

⁴⁶ Prilog br. 19, Zaključnica, preuzeto od www.bimco.com

generalnog tereta u linijskom prevozu. Iako za te ugovore nije propisan pisani tipski ugovor, radi pravne sigurnosti učesnika ugovora i poslovnih razloga u praksi se redovno izdaje neka od uobičajenih isprava o ugovoru. Jedna od tih isprava je i zaključnica / booking nota. Od čarter partije se razlikuje oblikom i sadržajem. Uz zaključnicu se najčešće izdaje i teretnica. Ugovor je sklopljen kada zaključnicu potpišu ugovorene strane.

Sadržaj zaključnice nije standardizovan, a pomorski agenti obično posluju s vlastitim obrascima takve isprave. Budući da ta isprava sadrži samo elemente ugovora, za regulisanje odnosa stranaka vrlo su važni uslovi teretnice koja se primjenjuje uz zaključnicu. S obzirom na to da se zaključnica primjenjuje u linijskom prevozu koji se obavlja po tzv. linijskim uslovima, uobičajno je to teretnica linijskih uslova/Liner Bill of Lading. Uslovi takve teretnice danas su standardizovani i sadržani su u BIMCO obrascu teretnice pod kod imenom CONLINEBILL.

U slučaju da naručilac ne utovari teret koji je zaključen zaključnicom, obično se onda plaća nadoknada vozarine brodaru „puno za prazno“.

Ustaljena je praksa da zaključnicu potpisuju u ime brodara njegov agent u luci, a u ime robe, tj. krcatelja, njegov špediter u luci.⁴⁷

3.4. Pismo spremnosti (Notice of readiness)

Da bi vrijeme stojnica počelo teći, zapovjednik broda treba obavijestiti krcatelja ili primaoca tereta pisanim putem da je brod spreman za ukrcavanje ili iskrcavanje tereta. Ovo obavještenje se daje u pisanoj formi, tj. pismom spremnosti (notice of readiness), u praksi pismo spremnosti krcatelju ili primaocu tereta u luci ukrcaja ili iskrcaja predaje brodski agent u funkciji zastupnika brodara i njegovih interesa.

U vezi sa pismom spremnosti javljaju se tri značajna pitanja koja treba raspraviti blagovremeno, a to su:

- na kojem mjestu brod mora biti da bi predao valjano pismo spremnosti,
- spremenost broda za ukrcavanje i iskrcavanje,
- učinak postupanja naručioca i krcatelja.

⁴⁷ Mađarić J., *op.cit. str. 105*; Gajić V., *op.cit. str. 240-241*;
Perović D., *op.cit. str. 206*

Za predaju pisma spremnosti vezuje se početak trajanja vremena stojnica. Za način predaje pisma važe ugovorne odredbe, ako nije drugačije ugovoreno, pismo spremnosti dostavlja se krcatelju ili primaocu na njegovu adresu u toku radnog vremena.

Pismo spremnosti⁴⁸ osim zapovjednika broda i njegovog agenta u luci može predati i brodovlasnik i brodar.

Dostava pisma spremnosti obavlja se direktno pismom, telegramom ili teleksom.⁴⁹

3.5. Prijava, nalog i carinska prijava za ukrcaj

Prijava ukrcaja⁵⁰ predstavlja pismeni nalog krcatelja ili njegovog agenta zapovjedniku da primi na prevoz robu koja je u njemu navedena. Ova prijava se daje agentu broda, u principu, sedam dana prije dolaska broda u luci za ukrcaj.

Nalog ukrcaja⁵¹ je sastavni dio prijave ukrcaja, kojim krcatelj obavještava brodara tj. njegovog agenta o definitivnim količinama robe koja će se krcati na brod i sastavni dio ove prijave je i prijava ukrcaja – primjerak za carinu, kojim se carina obavještava o definitivnim količinama krcanja robe na brod, radi njihovog praćenja i razduženja. Ova prijava se agentu broda daje, u principu, 24 sata prije dolaska broda u luci ukrcaja, a primjerak naloga za ukrcaj za carinu⁵² se carini daje po dolasku broda u luci ukrcaja.

3.6. Oficirska potvrda

Oficirska potvrda je jedan od najznačajnijih dokumenata koji predstavlja potvrdu ukrcaju tereta, tj. prijemu tereta na prevoz od strane broda na koji je roba ukrcana, tj. primljena na prevoz. Ovu potvrdu izdaje i potpisuje zapovjedništvo broda, uobičajeno prvi oficir palube, ali može i zapovjednik ili eventualno oficir palube koji je u službi, njome se potvrđuje da je navedeni teret i roba po broju, oznakama i težini primljen radi prevoza.

⁴⁸ Prilog br. 20, Pismo spremnosti

⁴⁹ *Perović D., op. cit. str. 206; Mađarić J., op.cit. str. 108; Brajković P., op.cit. str. 95-97*

⁵⁰ Prilog br. 21, Prijava ukrcaja

⁵¹ Prilog br. 22, Nalog ukrcaja

⁵² Prilog br. 23, Nalog ukrcaja za carinu

Oficirska potvrda⁵³ je sastavni dio prijave ukrcaja i naloga ukrcaja i na osnovu nje se izdaje teretnica.

Eventualna primjedba zapovjedništva broda o stanju robe, oštećenjima ili količini tereta koja je ukrcana na brod se obavezno unosi u oficirsku potvrdu, a nakon toga odnosna „opaska“ se unosi i u originalnu teretnicu. Uz saglasnost broдача i uz valjanu pismenu garanciju agent broda može krcatelju izdati i tzv. „čistu“ originalnu teretnicu, iako postoji „opaska“ u oficirskoj potvrdi.⁵⁴

3.7. Parcel-receipt

U slučaju izbjegavanja plaćanja minimalnih vozarina za prevoz manjih i ne naročito vrijednih pošiljki neke brodarske kompanije su uvele da umjesto izdavanja teretnice otpreme robu na osnovu posebne potvrde koja se naziva „parcel-receipt“ (ponegdje se pominje kao „parcel-ticket“). Ove potvrde se prvenstveno koriste kod opreme uzoraka, reklamnih materijala, privatnih i poklon pošiljaka manje vrijednosti. Ova potvrda se ne može izdati sa naznakom ili klauzulom „to order“, jer nije kao dokument prenosiv, tj. samim tim činom ne može biti indosiran, niti je predmet trgovačke razmjene.⁵⁵

3.8. Teretnica (Bill of Lading/B/L)

3.8.1. Karakteristike teretnice – B/L

Teretnica predstavlja najvažniju ispravu u pomorskom prevozu robe i kategoriše se u najvažnija dokumenta u pomorskom saobraćaju. Teretnica je isprava pomorskog prevoza kojom brodar potvrđuje prijem tereta na brod i preuzima obavezu da robu, po završetku prevoza, preda određenom licu, uz uslove navedene u teretnici. Ovom ispravom obezbjeđuje se sigurniji i jednostavniji prevoz robe, što znači da obezbjeđuje zaštitu interesa krcatelja i jamči veću odgovornost broдача.

Teretnica ima sledeće karakteristike:

⁵³Prilog br.24, Oficirska potvrda

⁵⁴Gajić V., *op. cit.* str. 241; Mađarić J., *op.cit.* str. 105;
Perović D., *op.cit.*str. 207; Brajković P., *op.cit.* str. 81-82

⁵⁵ Gajić V., *Špeditersko poslovanje, Bar, 2007. Str. 241; Mađarić J., op.cit. str. 105;*

- ona je formalna priznanica prevoznika/brodara da je roba/teret u količini i u stanju kako je to naznačeno u teretnici, ukrcana na brod, radi prevoza morem ili preuzeta od strane prevoznika radi prevoza,
- to je dokaz o postojanju ugovora o prevozu stvari morem,
- teretnicom se brodar obavezuje da će predat teret licu koje je ovlašćeno na osnovu teretnice, i
- ona je vrednosni papir.⁵⁶

3.8.2. Vrste teretnice

Teretnicu, kao najvažniji transportni dokument u pomorstvu, možemo sa više aspekata klasificirati, ali najpoznatija klasifikacija teretnica je na osnovu legitimacije primaoca robe, pa postoje sledeće vrste:

- teretnica na ime,
- teretnica po naredbi, i
- teretnica na donosioca.

Teretnica na ime ovlašćuje samo jedno lice da može preuzeti ukrcanu robu od brodarka, ona nije često u upotrebi. Brodark je dužan da preda teret u određenoj luci onom licu na čije ime teretnica glasi, a koje je naznačeno kao primalac robe. Prava iz teretnice na ime mogu se prenositi ustupanjem i u njoj se naznačuje ime osobe na koju se prenose prava sa lica naznačenog u originalnoj teretnici.

Teretnica po naredbi određuje ime korisnika, imaoca teretnice, ali ostavlja se mogućnost da se po njegovoj naredbi odredi novo lice za prijem robe sa istim statusom. Postoji mogućnost da uopšte nije navedeno ime, već da samo stoji u teretnici klauzula „po naredbi“. U ovom slučaju smatra se da ona glasi po naredbi krcatelja, tj. da će krcatelj moći da podigne robu u luci odredišta ili da na osnovu ovlašćenja iz teretnice odredi lice koje će robu primiti. Teretnica po naredbi najčešće se upotrebljava u praksi. Njena najveća prednost je u njenoj lakoj prenosivosti od prvog imaoca, primaoca robe ili krcatelja na buduće imaoce teretnice.

Brodark je dužan da preda teret u određenoj luci onom licu koje ima uredan originalni primjerak teretnice, ali i licu koje je po naredbi određeno. Ako to lice nije posebno navedeno, a teretnica je indosirana, onda je indosar (lice na koje se prenosi

⁵⁶ Ivošević B.(I), *op. cit. str. 205*; Brajković P., *op.cit. str. 142-143*;
Perović D., *op.cit. str. 203*;

teretnica), taj koji se legitimiše u odredišnoj luci i preuzima robu. Teretnica po naredbi omogućava korisniku prevoza da u toku prevoza robe do odredišne luke može robu prodavati indosiranjem, tj. prenosom teretnice na kupca robe. Takođe, imalac dok traje prevoz robe do odredišta luke može na osnovu takve teretnice da dobija razne kredite zalažući teret iz indosirane teretnice kao garanciju.

Teretnica na donosioca predstavlja najjednostavniji oblik teretnice koja se sa starog imaoca prenosi na novog, iz ruke u ruku. Brodar će u odredišnoj luci predati teret onome ko se legitimiše predajom originalnog primjerka teretnice i ne mora imalac teretnice dokazivati identitet, jedino se identitet provjerava ukoliko postoji opravdana sumnja da je imalac teretnice do nje došao na nezakonit način.

U praksi postoji podjela teretnica prema vremenu kada je ista izdata i one se dijele na:

- teretnica ukrcano (on board),
- primljeno za ukrcaj

Teretnica ukrcano na brod se izdaje kada je stvarno teret ukrcan na brod, a teretnica primljena za ukrcaj brodar izdaje onda kada preuzme teret u luci, a nije ukrcana na brod.⁵⁷

U odjeljku za priloge prilažu se obrasci B/l za linijsku plovību⁵⁸, slobodnu plovību⁵⁹ i servisnu B/L za kombinovani transport,⁶⁰ (*prilog br. 25,26,27*).

3.8.3. Sadržaj teretnice

Teretnica je najvažnija isprava u pomorskom transportu robe, bez koje je skoro nezamisliv savremeni pomorski transport, i ona je regulisana Konvencijom o teretnici koja je donesena 1924. u Briselu

Teretnica se ubraja među najsloženije dokumente od svih dokumenata potrebnih u svim vidovima transporta. Ona je sastavljena iz podataka koji detaljno određuju robu koja se prima na prevoz, odnosno na brod i glavnu obavezu brodara da teret preveze do odredišne luke iskrcaja i preda ovlašćenom primaocu.

⁵⁷ Ivošević B.(I), *op. cit. str. 205*; Pavić D., *op.cit. str. 184-186*;
Brajković P., *op.cit. str. 144-145*; Mađarić J., *op.cit. str. 106*;
Gajić V., *op.cit. str. 241-247*;

⁵⁸ Prilog br. 25., Teretnicu za linijsku plovību

⁵⁹ Prilog br. 26., Teretnicu za slobodnu plovību, i

⁶⁰ Prilog br. 27., Teretnicu za kombinovani prevoz, preuzeto od www.bimco.com

Brodar sastavlja teretnicu na osnovu podataka koje mu daje krcatelj robe.

Prema međunarodnim odredbama, teretnica sadrži sledeće podatke:

- ime i sjedište, odnosno prebivalište broдача koji izdaje teretnicu,
- podatke o identitetu broда,
- ime i sjedište, odnosno prebivalište krcatelja,
- ime i sjedište, odnosno prebivalište primaoca ili oznaku „po naredbi“ ili oznaku „na donosioca“,
- luku odredišta ili vrijeme i mjesto kada će se i gdje luka odrediti,
- količinu tereta prema broju komada, težini, zapremini, ili nekoj drugoj jedinici mjere, prema vrsti robe,
- vrstu robe i oznake koje se na njoj nalaze,
- stanje robe ili ambalaže prema spoljašnjem izgledu,
- odredbe o vozarini,
- mjesto i dan ukrcaja robe i izdavanja teretnice.⁶¹

3.8.4. Funkcije teretnice

Teretnica kao dokument, osim što izražava svoja transportna svojstva, izražava odnose i interese i prodavca i kupca u spoljnotrgovinskoj razmjeni. Ona je garancija i za prodavca i za kupca da će kupoprodajni ugovor biti realizovan. Dobijanjem teretnice, prodavac ispunjava sve uslove iz kupoprodajnog ugovora o isporuci robe, pošto je predao robu na prevoz za odgovarajuće odredište. Teretnica istovremeno služi i kao dokument na osnovu kojeg će prodavac naplatiti robu.

U praksi spoljnotrgovinskog prometa, ali i u međunarodnom pomorskom transportu, teretnica služi kao:

- pismeni dokaz da je zaključen ugovor o pomorskom prevozu,
- pismena potvrda da je broдар primio robu na prevoz,
- prevozna isprava sa statusom prenosive hartije od vrijednosti, koja predstavlja robu koja je predmet kupoprodajnog ugovora.

Kao pismeni dokaz o zaključenom ugovoru o pomorskom prevozu, teretnica zamjenjuje prevozni ugovor. Naime, u linijskoj plovidbi ne zaključuje se poseban ugovor

⁶¹ Ivošević B.(I), *op. cit. str. 208*; Pavić D., *op.cit-. str. 188-192*;
Brajković P., *op.cit. str. 145-148*; Gajić V., *op.cit. str. 241-247*;

o prevozu budući da su poznati svi elementi dolaska i odlaska broda, norme ukrcaja i iskrcaja. Posle prijema robe, brodar izdaje teretnicu, a iz nje i uslova navedenih u njoj proističu prava i obaveze brodara i korisnika prevoza. U ovom slučaju teretnica je dokaz da je zaključen ugovor.

U slučaju da teretnica predstavlja prenosivu hartiju od vrijednosti, ona sadrži robu koja je predata brodaru na prevoz. Prava iz teretnice mogu se prenijeti na druga lica indosiranjem ili ustupanjem (cesija).⁶²

3.8.5. Elektronska teretnica

Savremeni razvoj informatičke tehnologije i informacionih sistema otvorio je mogućnost zamjene tradicionalnih oblika prevoznih isprava i načina njihove upotrebe elektronskom razmjenom podataka. Tim postupkom se veoma ubrzava prenos dokumentacije i što se reflektuje na sve učesnike u poslu. Na elektronski način može se izdati i teretnica. Za sada izdavanje teretnice elektronskim putem nije još uvijek regulisano.⁶³

3.8.6. Pomorski tovarni list

Pomorski tovarni list je neprenosiva isprava kojom brodar potvrđuje da je primio na prevoz teret naveden u toj ispravi i kojom preuzima obavezu da prema uslovima sadržanim u toj ispravi preveze teret i preda ga primaocu imenovanom u ovoj ispravi.

Pomorski tovarni list je mnogo jednostavniji od teretnice i predstavlja dokaz da je roba primljena na prevoz onako kako je u njemu navedeno. Međutim, za razliku od teretnice ova isprava ne sadrži podatke o uslovima prevoza, već samo sadrži tipsku klauzulu oko prevoza.

Najvažnija razlika između teretnice i pomorskog tovarnog lista sastoji se u tome što pomorski tovarni list⁶⁴ nema svojstvo hartije od vrednosti i nije prenosiv.⁶⁵

⁶² Brajković P., *op. cit. str. 149-150*; Mađarić J., *op.cit. str. 106*;

Gajić V., *op.cit. str. 241-247*; Perović D., *op.cit. str. 203*;

⁶³ Pavić D., *op. cit. str.205-207*; Ivošević B.,(I), *op-.cit. str. 208-209*;

⁶⁴ Prilog br. 28, Pomorski tovarni list, preuzeto od www.bimco.com

⁶⁵ Ivošević B.(I), *op. cit. str. 115-119*; Brajković P., *op.cit. str. 168-170*

3.8.7. Pomorska putna karta

U teoriji i praksi, ali i u pravnim aktima koji regulišu prevoz putnika, prihvaćeno je stanovište da je pomorska putna karta neformalni ugovor koji se može zaključiti usmeno, pismeno ili pak konkludentnim radnjama.

Sadržaj putne karte se razlikuje od brodara do brodara, ali u principu putna pomorska karta mora da sadrži sledeće podatke:

- mesto i datum izdavanja,
- mesto polaska i odredišta,
- putni razred i cijenu prevoza, i
- ime i sjedište brodara kao i naziv broda prevozioca.

Putna pomorska karta ⁶⁶ima sledeće svoje funkcije:

- ona je dokaz o postojanju ugovora
- ona je legitimacioni papir, na osnovu kojega putnik ima pravo zahtijevati izvršenje ugovora, a prije svega prijem na brod, i
- ona je dokaz da putnik poznaje uslove ugovora, ako su sadržani u putnoj karti.

Praksa poznaje sledeće vrste putne karte:

- na ime, i
- na donosioca.

Karakteristično je da se putna karta na ime prenosi cesijom, ali je potrebna saglasnost brodara za taj čin.

Međutim, potrebno je napomenuti da status tzv. „slijepog putnika“ koji putuje ilegalno brodom je regulisan Konvencijom o slijepim putnicima u Briselu 1957.godine.

Međunarodna pomorska plovidba u poslednje vrijeme sve više se susreće sa problemom prevoza nezakonitih putnika (stowaways). Po ocenama časopisa „Fairplay“, godišnji gubici od nezakonitih putnika u međunarodnoj plovidbi sastavljaju oko 20 miliona američkih dolara.

⁶⁶ Prilog br. 29, Pomorska putna karta, preuzeto od www.barskaplovidba.com

U 1957 g., na Konferenciji u Briselu je donesena Međunarodna konvencija o slijepim putnicima koja se odnosila na putnike bez karte (slijepi putnici). Saglasno odredbama konvencije putnik bez karte može biti predat vlastima u prvoj luci dolaska države učesnice. Kapetan broda je u obavezi da uruči vlastima potpisanu izjavu, koja sadrži svu informaciju koju on ima o putniku bez karte. Troškove izdržavanja takvog putnika, a takođe i troškove predaje tog putnika državi, čiji je on državljanin, plaća brodovlasnik, koji se može obratiti toj državi radi nadoknade troškova, tužbom.

Konvencija nije stupila na snagu. Zbog toga, u slučaju pronalaska na brodu nezakonitih putnika, treba se pridržavati Preporuka IMO, za takve slučajeve:

- potrudite se da tačno saznate u kojoj luci se nezakoniti putnik ukrcao na brod;
- maksimalno se potrudite da saznate njegove lične podatke i čije državljanstvo ima;
- pripremite svu informaciju koju posjedujete o nezakonitom putniku, kako bi ste je predali lučkim vlastima;
- obavijestite o tom događaju brodovlasnika, vlasti luke u kojoj se nezakoniti putnik ukrcao, sledeće luke dolaska i zastave broda pod kojom plovi;
- ne skrećite sa planiranog kursa da bi iskrcali nezakonitog putnika, osim u slučaju kada su sa tim saglasne odgovarajuće vlasti, a takođe ako postoje ubedljivi razlozi za takve postupke u cilju obezbeđenja sigurnosti plovidbe;
- preduzmite odgovarajuće mjere obezbeđenja sigurnosti, zdravlja i izdržavanja nezakonitog putnika.⁶⁷

3.9. Manifest tereta (manifest of goods)

Manifest tereta je isprava koju izrađuje zapovjedništvo broda u najčešćim slučajevima prvi oficir paluge, a koji uvijek potpisuje zapovjednik broda. Manifest tereta se sačinjava i izrađuje nakon završetka ukrcaja robe.

U manifestu tereta⁶⁸, koji je standardnog sadržaja i oblika, upisuju se sledeći podaci:

- ime broda,
- ime zapovjednika broda,
- luka ukrcaja,
- datum ukrcaja, luka iskrcaja,
- broj teretnice,

⁶⁷ Bojovic V., *op.cit.* glava VIII str.2

⁶⁸ Prilog br. 30, Obrazac manifesta tereta

- naziv krcatelja,
- naziv primaoca tereta,
- broj i količina pakovanja,
- opis robe,
- bruto težina,
- kubatura,i
- vozarina.

Prilikom isplovljenja agent broda obavezno uručuje manifest tereta nadležnoj carinarnici. Određeni broj primjeraka ovog manifesta se putem takođe putem agenta broda uručuje svim učesnicima posla u luci ukrcaja, a i šire.⁶⁹

3.10. Kargo plan (cargo stowage plan)

Kargo plan⁷⁰ tereta na brodu izrađuje zapovjedništvo broda, po pravilu prvi oficir palube, ali ga uvijek potpisuje zapovjednik broda. Kargo plan se prilikom dolaska broda na iskrcaj predaje primaocu tereta, da bi isti organizovao adekvatno iskrcaj i prihvrat robe iz broda.

Kargo plan se izrađuje nakon prijema robe u brod i on tačno pokazuje mjesto gdje je smješten teret na brodu po teretnicama.⁷¹

3.11. Spisak putnika

Na putničkim brodovima od strane zapovjedništva broda sačinjava se dokument spisak putnika⁷², koji po pravilu radi oficir zadužen za putnike (tzv. komesar), ali spisak putnika obavezno kao i kargo plan uvijek potpisuje zapovjednik.

Spisak putnika⁷³ uvijek mora sadržati sledeće podatke:

- naziv prevoznika,
- naziv prevoznog sredstva,

⁶⁹ Mađarić J., *op. cit. str. 107*; Perović D., *op.cit. str. 209*;
Gajić V., *op.cit. str. 250*;

⁷⁰ Prilog br. 31, Obrazac kargo plana

⁷¹ Perović D., *op. cit. str. 209*

⁷² Prilog br. 32, IMO spisak putnika, preuzeto od www.imo.com

⁷³ Prilog br. 33, Spisak putnika, preuzeto od www.barskaplovidba.com

- ime i prezime putnika,
- broj putne isprave – lične putnikove,
- luku ukrcaja,
- luku iskrcaja/opredeljenja,
- datum početka putovanja,
- datum izrade spiska,
- pečat i potpis zapapovjednika, ili agenta, i dr.

3.12. Vremenska tablica / činjenično stanje

Uobičajeno je da nakon što se završi ukrcaj ili iskrcaj robe sa broda sastavi pisani prikaz tih operacija radi konačnog obračuna vremena stojnica. Ta isprava se naziva vremenska tablica⁷⁴. U njoj se prema danima, satima i minutima opisuje tok radnje ukrcaja ili iskrcaja robe sa prikazima opravdanih prekida rada, konačnim obračunom trajanja vremena ukrcaja odnosno iskrcaja, tj. konačnim obračunom stojnica. Isprava služi, isključivo i jedino, u dokazne svrhe. Ako se stranke ne usaglase sa pojedinim podacima, o tome konačnu odluku donosi arbitražna ili sud. Vremensku tablicu⁷⁵, potpisuje brodski agent, zapovjednik broda i krcatelj, tj. primalac robe.⁷⁶

3.13. Špeditersko-agencijski dokumenti u obavljanju poslova u luci

3.13.1. Dispozicija za rad špediteru/agentu, njen pravni status, funkcija i sadržaj

Dispozicija za rad je zvaničan pismeni nalog za rad koji špediteru daje njegov nalogodavac radi organizacije transporta robe i ostalih pratećih poslova i radnji radi cjelishodnog špediterovog ili agentovog izvršenja povjerenog mu poslovnog zadatka.

Ona se po pravilu daje u pismenoj formi i sadrži precizne podatke o robi i svim drugim važnim podacima koji su od značaja da ih primalac dispozicije zna kako bi na najkvalitetniji način izvršio postavljenu mu poslovni zadatak.

⁷⁴ Prilog br. 34, Obrazac vremenske tablice

⁷⁵ Prilog br. 35, Obrazac vremenske tablice, preuzeto od www.bimco.com

⁷⁶ *Perović D., op. cit. str. 207; Mađarić J. Op.cit. str. 108;*

Gajić V., op.cit. str. 251; Brajković P., op.cit. str. 120;

Ukoliko nije zaključen ugovor između nalogodavca i špeditera, tj. agenta onda dispozicija za rad u tom slučaju ima snagu ugovora.

Špediter, tj. agent je dužan da primljenu dispoziciju detaljno prouči i, ukoliko ima nedostataka ili nejasnoća, dužan je da bez odlaganja pismeno obavijesti nalogodavnog komitenta i od njega tražiti dodatne informacije i uputstva koja su mu neophodna radi valjanog i blagovremenog ispunjavanja svojih obaveza. Ukoliko špediter, tj. agent nema primjedbi, uobičajeno je da pismeno nalogodavnom komitentu potvrdi prijem dispozicije, čime potvrđuje svoju spremnost da će u potpunosti profesionalno izvršiti naloge koje je u dispoziciji dobio.

Na ovaj način su se stekli uslovi za početak izvršenja špediterskog ili agentskog posla.

3.12.2. Carinski dokumenti kod dolaska i odlaska robe brodom

Prilikom dolaska broda u luku za iskrcaj tereta, agent je dužan da podnose nadležnoj carinarnici dokument, izjavu o teretu⁷⁷ sa priložima koji dokazuju koja količina robe se nalazi na brodu, a i koja će količina robe biti iskrcana u odnosnoj luci. Ovaj dokument nakon uvida u činjenično stanje potpisuje nadležni carinski radnik odnosno carinarnice, a primjerak izjave tereta daje se na raspolaganje primaocu tereta, koji ga u pripremi dokumentacije za iskrcaj prilaže svojim principalima.

Nakon završetka ukrcaja robe u luci, brodski agent priprema i uručuje carinarnici na uvid i ovjereni dokument odlazeći manifest⁷⁸, koji nadležni carinski službenik nakon uvida u činjenično stanje i primopredajnu dokumentaciju ovjerava i predaje agentu broda, i ovo je jedan od neophodnih dokumenta, pored ostalih, koji brodu omogućava da dobije dozvolu za isplavljenje.

3.13.3. Dispozicije luci za izvršenje raznih manipulacija/radova izdatih Luci Bar

Nakon prispjeća robe u luci, bilo morem, bilo kopnom, primalac tereta pristupa izradi dokumenta za ukrcaj ili iskrcaj, koji se nakon provjere od strane nadležne carinarnice daju na ovjeru luci i tek nakon toga pristupa se izvršenju zadatih operacija. Ovaj dokument se naziva „lučka dispozicija“ i on predstavlja pismeni nalog za izvršenje rada Luci od strane raznih naručilaca rada (lučkog agenta, špeditera, kontrolnih kuća, itd).

⁷⁷ Prilog br. Prilog br. 35, Obrazac izjave o teretu

⁷⁸ Prilog br. 37, Obrazac odlazećeg manifesta

Lučka dispozicija je istovremeno i pismena potvrda da će izvršeni rad biti plaćen izvršiocu rada.

Uz dispoziciju se najviše kod brodskih manipulacija prilažu razna dodatna dokumenta (npr. manifest tereta, kargo plan tereta, bez zapreke, paking liste, specifikacije, i dr.). Naravno uz lučku dispoziciju za otpremu robe, tj. izlazak/ulazak robe iz SCZ Luka Bar se prilažu takođe određena dokumenta propisana carinskim zakonom i lučkom tarifom (npr. JCI 1⁷⁹, JCI 6⁸⁰, JCI BIS⁸¹, CMR⁸², CIM⁸³, i dr.).

Na onovu odredaba Lučkih uzansi, najčešće se u praksi izrađuju sledeće dispozicije za izvršenje rada Luci:

- vagon/kamion–skladište, za CTN, rasuti tereti, tečni tereti ili za generalni teret,
- vagon/kamion – brod, za CTN, rasuti tereti, tečni tereti ili za generalni teret,
- skladište – brod, za CTN, rasuti tereti, tečni tereti ili za generalni teret,
- brod- skladište, za CTN, rasuti tereti, tečni teret ili za generalni teret,
- brod – vagon/kamion, za CTN, rasuti teret, tečni teret ili za generalni teret,
- brod – brod, za CTN, rasuti tereti, tečni tereti ili za generalni teret,
- skladište–vagon/kamion, za CTN, rasuti tereti, tečni tereti ili za generalni teret,
- razne dispozicije za dodatne radnje (npr. vaganje, uzokovanje, tariranje, lotovanje, pakovanje, prepakivanje, slaganje tereta u brod, učvršćivanje tereta u brod, i dr.).

Luka Bar⁸⁴ je propisala i posebne obrasce na kojima se izdaju nalozi za rad, potvrde uskladištenja, iskladištenja i posvjedočenja, i to kako slijedi:

- uvoznu dispoziciju – bijela boja⁸⁵,
- izvoznu dispoziciju – plava boja⁸⁶,
- tranzitnu dispoziciju – zelena boja⁸⁷,
- razvoz – žuta boja⁸⁸,
- dodatne radnje – crvena boja,⁸⁹
- dnevni nalog za izvršenje dispozicija,⁹⁰

⁷⁹ Prilog br. 38, Obrazac JCI 1,

⁸⁰ Prilog br. 39, Obrazac JCI 6,

⁸¹ Prilog br. 40, Obrazac BIS,

⁸² Prilog br. 41, Obrazac CMR,

⁸³ Prilog br. 42, Obrazac CIM,

⁸⁴ *Lučke uzanse AD Luka Bar*

⁸⁵ Prilog br. 43, Obrazac uvozne lučke dispozicije,

⁸⁶ Prilog br. 44, Obrazac lučker dispozicije za izvoz,

⁸⁷ Prilog br. 45, Obrazac lučke dispozicije za transit,

⁸⁸ Prilog br. 46, Obrazac lučke dispozicije za razvoz,

⁸⁹ Prilog br. 47, Obrazac lučke dispozicije za dodatne radnje.

⁹⁰ Prilog br. 48, Dnevni obrazac za izvršenje dispozicija

3.13.4. Lučke skladišne potvrde

Luka kao skladištar je obavezna da nakon završetka prijema robe ostaviocu robe izda potvrdu kojom potvrđuje prijem robe na čuvanje tj. potvrdu uskladištenja⁹¹, a nakon izvršenja otpreme i potvrdu iskladištenja⁹². Takođe Luka u linijskim uslovima brodaru potvrđuje prijem robe, posvjedočenjem o primitku tereta⁹³. Ove potvrde su dokumenti javnog tipa.

3.13.5. Brojački listić

Brojački listić AD „Luka Bar“⁹⁴ i npr. „Jugoinspekt“ Podgorica⁹⁵, je javna isprava koja se sačinjava prilikom ukrcaja ili iskrcaja bilo sa prevoznog sredstva, ili broda, a koji potpisuju svi učesnici u tom procesu, brojački listić je i dokazni dokumenat ukoliko se dođe do spora oko količine tereta. Brojački listić osim luke mogu da izdaju ovlašćene kontrolne kuće, i krcatelj tj. primalac tereta, najčešće u ime njega njegov špediter koji prati tok manipulacija u luci u ime svog nadlogodavca.⁹⁶

3.13.6. Protesti za štete nastale na robi u luci i na brodu

Vrlo često se dešava u praksi da je roba, koja je prispjela u luku, nađena u brodu oštećena, ili se ista ošteti tokom izvršenja manipulacija iskrcaja. U tom slučaju se uručuju protesti od strane primaoca robe, najčešće njegovog špeditera na činjenično stanje, sa upoznavanjem primaoca protesta da će u naknadnom postupku njega smatrati odgovornim za sve negativne posljedice koje su iz te štete proistekle.

Osim ovog protesta, u praksi se dešava da i luka protestuje brodu ili primaocu tereta, ukoliko primijeti da je roba došla oštećena, neadekvatno ambalažirana ili neadekvatno opremljena za manipulisanje sa njom.

⁹¹ Prilog br. 49, Lučka potvrda uskladištenja, preuzeto od www.lukabar.com

⁹² Prilog br. 50, Lučka potvrda iskladištenja, preuzeto od www.lukabar.com

⁹³ Prilog br. 51, Lučko posvjedočenje o primitku tereta u linijskoj plovidbe, preuzeto od www.lukabar.com

⁹⁴ Prilog br. 52, Brojački listić luke Bar, preuzeto od www.lukabar.com

⁹⁵ Prilog br. 53, Brojački listić Jugoinspekt Podgorica

⁹⁶ *Opšta pravila poslovanja u slobodnoj zoni Luka Bar*

Nadalje, dešava se da i brodar, tj. njegov agent upućuju protest sa svoje strane, ili krcatelju ili luci, ukoliko primijete da je roba neadekvatno ambalažirana i da se oštećuje u manipulacijama, ili ukoliko proces iskrcaja/ukrcaja teče sporo, tj. ne onako kako je ugovoreno za norme ukrcaja i iskrcaja.⁹⁷

3.14. Izručnica/bez zapreke

U pomorskom transportu ispravu izručnicu tj. „bez zapreke“⁹⁸ izdaje agent broda, ili brodar. Izručnica je pismeni nalog zapovjedniku broda (ukoliko se radi o direktnom ukrcaju ili iskrcaju), lučkim vlastima, tj. lučkom skladištu da donosiocu ove isprave izdaju u njoj naznačenu robu. Izručnica, tj. „bez zapreke“⁹⁹ se izdaje kao dokument u zamjenu za originalnu teretnicu. Ukoliko po jednoj teretnici ima više primaoca, onda agent broda izdaje svakome izručnicu, tj. „bez zapreke“ za njegov dio robe. Ukoliko primalac tereta nema originalnu teretnicu, a želi da preuzme robu jer je regulisao sve obaveze prema prodavcu i brodu, u tom slučaju moguće je dobiti od agenta izručnicu tj. „bez zapreke“, uz davanje pismene garancije i uz saglasnost brodara.¹⁰⁰

3.15. Skladišnica

Skladišnica je vrednosna isprava koju izdaju javna skladišta, luke koje su zaprimile robu na čuvanje. Ovaj dokument se sastoji od dva dijela i to:

- priznanice, i
- založnice.

Priznanica služi kao dokaz vlasništva, a založnica kao vrijednosni papir koji se može zalagati uglavnom za kredit ili neke druge obaveze imaoca založnice. Skladišnica semože indosiranjem prenijeti na druge osobe. Izdavaoc skladišnice će vlasniku robe staviti robu na raspolaganje tek nakon što mu bude vraćena u originalu izdata skladišnica.¹⁰¹

⁹⁷ *Opšta pravila poslovanja u slobodnoj zoni Luka Bar*

⁹⁸ Prilog br. 54, „Bez zapreke“ Dibiem Bar,

⁹⁹ *Mađarić J., op. cit. str. 107*

¹⁰⁰ *Mađarić J., op. cit. str. 107*

¹⁰¹ *Mađarić J., ibide str. 107; Perović D., op.cit. str. 212;*

Gajić V., op.cit. str. 249;

3.16. Špeditorske potvrde/teretnice

Špediteri, zbog ekonomskih i praktičnih razloga, često vrše izdavanja određenih tipskih potvrda/teretnica. Te potvrde/teretnice su propisane od strane Međunarodnog udruženje špeditera (FIATA).

U opticaju su uglavnom najčešće sljedeće špeditorske potvrde/teretnice:

- FCR – špeditorska potvrda,
- FCT – transportna potvrda,
- FBL – teretnica za kombinovani prevoz,
- FWR – skladišna potvrda, i
- SDT – potvrda pošiljaoca za prevoz opasne robe/tereta

Špeditorsku potvrdu - FCR¹⁰², špediter izdaje u trenutku kada je određenu robu stvarno i zaprimio sa neopozivim nalogom da će primljenu robu otpremiti primaocu bez mogućnosti promjene takvog naloga. Nalog za promjenu primaoca može se izdati jedino ako se špediteru vrati FCR i isti naknadno da novi nalog.

Izdavanjem transportne potvrde - FCT¹⁰³, špediter potvrđuje da je robu, koja je naznačena u transportnoj potvrdi, primio/preuzeo radi prevoza i da će otpremu izvršiti isključivo po instrukcijama pošiljaoca, kako je u dokumentu i navedeno. Nadalje, špediter preuzima obavezu otpreme robe na odredište, s tim da roba neće biti izdata primaocu dok se ne izvrši povrat izdate transportne potvrde koja mora biti indosirana. FCT je dokument od vrijednosti i prenosiv je samo ako je izdat uz klauzulu „to order“, žute boje i odštampan ili na jeziku zemlje iz koje je špediter izdavalac ili pak na njemačkom odnosno engleskom jeziku.

Izdavanjem teretnice za kombinovani prevoz - FBL¹⁰⁴, špediter preuzima ulogu organizatora cjelokupnog prevoza, a samim tim preuzima i odgovornost ne samo za preuzetu robu, već i za izvršenje transporta. Dakle, špediter preuzima odgovornost, ne samo za isporuku robe na odredište u primljenoj količini, već preuzima odgovornost i za ostale učesnike/vozare, kao i treće osobe koje su uključene radi sprovođenja ukupnog prevoženja.

Skladišna potvrda - FWR¹⁰⁵, špediter uglavnom koristi kao standardni dokument u nacionalnim poslovima i služi špediteru u njegovom skladišnom poslovanju. Skladišna

¹⁰² Prilog br. 56, Obrazac FCR

¹⁰³ Prilog br.57, Obrazac FCT,

¹⁰⁴ Prilog br. 58, Obrazac FBL,

¹⁰⁵ Prilog br. 59, Obrazac FWR, i

potvrda nije prenosiva i nije vrednosni papir. Špediter će robu, za koju je izdata špeditorska potvrda, izdati novom vlasniku, ukoliko se isti pojavi, samo uz povraćaj izdate originalne skladišne potvrde.

Potvrda pošiljaoca za prevoz opasne robe – SDT¹⁰⁶ predstavlja dokument kojom pošiljalac kao nalogodavac špeditera izjavljuje da je roba koju špediter treba otpremiti u skladu sa propisima o prevozu opasnih roba (RID, ADR i/ili IMDG). Ova potvrda se koristi tek od 1977. godine¹⁰⁷

3.17. Založnica (leter of lien)

Založnica (leter of lien) je isprava o zalogu robe kojom primalac robe izjavljuje da je on samo čuvar robe koja mu je predata od strane broda, te da sa njom neće dalje raspolagati i stavljati je u promet, dok je ne plati. Roba je do plaćanja vlasništvo banke. Založnica je u vezi sa klauzulama o pravu zalogu u prevoznim ugovorima, koja brodaru daju pravo zaloge na robu za naplatu vozarine i eventualno ostala potraživanja prema učesnicima u prevoznom poslu. Brodar u principu – redovno robu ne zadržava na brodu, već je takođe predaje luci kao javnom skladištaru do naplate svojih potraživanja.¹⁰⁸

3.18. Garantna pisma

Garantna pisma se često javljaju u pomorstvu, sa ciljem brzog rješavanja situacija nastalih među učesnicima u poslu. Sa jedne strane obezbjeđenje garantovanih uslova traženih za tu pravnu stvar, a sa druge strane, garantovanje da će nakon izvršenja preuzete obaveze biti regulisane. Fokus u ovom radu je na sljedećim garantnim pismima:

- garantno pismo za izdavanje čiste teretnice,
- garantno pismo za izdavanje robe bez prezentovanja originalne B/L, i
- garantno pismo za antidatiranje B/L.

¹⁰⁶ Prilog br. 60, Obrazac SDT.

¹⁰⁷ Pedović D., *op.cit.* str. 212-214; Gajić V., *op.cit.* str. 168-173;

Mađarić J., *op.cit.* str. 79-81;

¹⁰⁸ Perović D., *op. cit.* str. 211; Gajić V. *op.cit.* str. 250-251;

Mađarić J., *op.cit.* str. 108;

Nakon završetka ukrcaja robe u brod, česta je situacija da zapovjedništvo broda u oficirskoj potvrdi navede određene nedostatke na robi, po raznim osnovama, koje je primjetilo tokom procesa ukrcaja. Ta činjenica obavezuje agenta broda ili ovlaštenog izdavaoca B/L da primjedbu zapovjedništva broda unese i u originalne primjerke B/L, što imaocu originalnih primjeraka B/L otežava buduću eventualnu prodaju, oslobađanje robe i predaju robe naznačenom kupcu.

Nakon što zapovjedništvo broda unese opasku u oficirsku potvrdu, krcatelj ili njegov zastupnik traže od brodar da se odnosna primjedba ne unese u originalnu teretnicu, zbog navedenih razloga. Da bi im to brodar omogućio, on u principu od krcatelja ili njegovog zastupnika traži izdavanje garantnog pisma za izdavanje „čiste teretnice“¹⁰⁹, koja je po pravilu tipskog sadržaja.

Osim navedenog garantnog pisma, u praksi je vrlo česta pojava da se izdavanje robe primaocu omogući što prije iako isti nije u posjedu originalnih teretnica. Brodar u cilju oslobađanja robe od primaoca ili njegovog zastupnika, u takvim slučajevima, zahtijeva ispostavu garantnog pisma za izdavanje robe bez original B/L¹¹⁰.

3.19. Havarijski zapisnik i obveznica

Ukoliko se na teretu primjeti manjak, gubitak ili oštećenje istog, zapovjednik je dužan obezbijediti brodaru u luci iskrcaja pregled robe od strane P.& I. kluba u koji je brod učlanjen ili nekog drugog lica koje je ovlašćeno i kvalifikovano da izvrši utvrđivanje činjenica vezanih za štetu i procjenu štete. Nakon toga, to stručno lice, vrši pregled tereta i utvrđivanje činjenica vezanih za štetu i procjenu same nastale štete. Uobičajeno je da se to stručno lice zove „havarijski komesar“ koji nakon obavljanja predhodnih radnji izrađuje izvještaj o pregledu.

Pri utvrđivanju štete zapovjednik je dužan sarađivati sa svim učesnicima, a stručno lice (vještak/havarijski komesar) će o pregledu štete izdati izvještaj koji će sadržati opis štete sa naznakom njene prirode, uzroka, obima i visine.

Havarijska obveznica je pismena izjava vlasnika tereta data na obrascu Loyd-a, kojom se on obavezuje da će platiti, naknadno ustanovljeni iznos ukupne štete na osnovu obračuna generalne havarije. Sve dok vlasnik tereta ne potpiše obveznicu ili ne dostavi

¹⁰⁹ Prilog br. 61, Garantno pismo za izdavanje čiste B/L, preuzeto pod www.bimco.com

¹¹⁰ Prilog br. 62, Formular garantnog pisma za izdavanje robe bez Original B/L, preuzeto od www.bimco.com

neku drugu odgovarajuću garanciju, brodar ima pravo cjelokupne zaloge na robi.¹¹¹

U luci Bar se radi utvrđivanja štete koriste zapisnici o oštećenju vagona/kamiona prilikom manipulacija utovara – istovara¹¹² i zapisnici o oštećenju broda za vrijeme manipulacije utovara – istovara¹¹³.

3.20. Nema uspjeha – nema plaćanja

Pravni institut spašavanja na moru je jedan od najstarijih. Jedne ili druge norme koje se odnose na spašavanje se susreću u takvim spomenicima prava kao što je indijski zakon Manu, kodeks Justinijana u Rodoskom pomorskom pravu.

Pomoć ljudima kojima je ona potrebna i njihovo spašavanje ako se nalaze na moru i podvrgnuti su opasnosti da izgube život je prirodna pojava humanosti i velikodušnosti.

Konvencija o zaštiti ljudskih života na moru – poznata kao SOLAS konvencija, predviđa da svaki kapetan ima obavezu, u toj mjeri u kojoj on to može da uradi, ne podvrgavajući ozbiljnoj opasnosti brod i ljude koji se nalaze na njemu, pruži pomoć bilo kom licu kome prijeti opasnost po život.

U saglasnosti sa odredbama SOLAS Konvencije o spašavanju imovine 1989 g., spasilačka operacija označava bilo koju radnju ili djelatnost, preduzetu radi pružanja pomoći brodu ili bilo kojoj drugoj imovini koja se nalazi u opasnosti na plovnim putevima ili drugim vodama.

Imovina saglasno SOLAS Konvenciji označava bilo koju imovinu koja nije stalno i namjerno učvršćena sa obalom. Spasilačke operacije koje imaju koristan rezultat daju pravo na nagradu. Visina nagrade se utvrđuje upotrebom posebno utvrđenih kriterijuma o kojima u ovom radu nećemo govoriti.¹¹⁴

Nema uspjeha - nema plaćanja¹¹⁵ je uobičajena ugovorna forma broskog Lojd-a, prema kome spasilac, tj. onaj ko je učestvovao u spasavanju broda i robe, ima pravo da mu se nadoknadi njegovo učešće u toj akciji po principu srazmjere količini spašene imovine, uz ispunjavanje jedinog uslova - da je njegova akcija bila uspješna. Dakle, ukoliko akcija

¹¹¹ Perović D., *op. cit.* str. 211

¹¹² Prilog br. 63, Zapisnik o oštećenju vagona/kamiona, preuzeto od www.lukabar.com

¹¹³ Prilog br. 64, Zapisnik o oštećenju robe u manipulaciji iskrcaja/ukrcaja robeu brod, preuzeto od www.lukabar.com

¹¹⁴ Bojović V., *op.cit.* glava VIII str. 3

¹¹⁵ Prilog br. 65, Formular „No cure – no pay“, preuzeto od www.loyd.com

spasavanja nije dala rezultate, tada davalac usluge spašavanje, tj. spasilac nema pravo na bilo kakvu vrste naknadu. Loydova polisa osiguranja (LOF 90) predviđa da se svi sporovi rješavaju u Velikoj Britaniji.¹¹⁶

3.21. Privremeno osiguranje

Kada se transportuje teret – roba, tada se primjenjuje privremeno osiguranje. Ovo osiguranje predstavlja čin koji posrednik osiguranja daje osiguraniku prije izdavanja najvažnijeg dokumenta polise osiguranja.

Ova potvrda sadrži uglavnom sledeće podatke:

- osigurana vrijednost robe,
- vrsta i količina robe,
- osigurani rizici, i
- iznos premije osiguranja.

U praksi pismo pokrića ili tzv. cover note izdaje se od strane osiguravajućih društava ili pak od strane njihovih agenata, a na zahtjev špeditera robe. Ova isprava je važna u slučaju spora kod prelaska rizika sa prodavca na kupca.¹¹⁷

3.22. Pomorska (engleska) polisa osiguranja

Engleska pomorska polisa predstavlja osiguranje pomorskog saobraćaja, koja je u praksi poznata i kao Loyd-ova polisa ili SG polisa. Sadržaj engleske polise od njenog nastanka nije puno modifikovan.

Razvojem pomorskog tržišta UNCTAD (The United Nation Conference on trade and development) je krajem 70-ih godina XIX vijeka pokrenuo proces izrade praktičnije pomorske polise, zbog čega je Institut londonskih osiguratelja izradio savremeniju pomorsku polisu pod imenom „Pomorska polisa/Marine policy“. Ova polisa je u upotrebi od 1982. godine i praktičnija je od stare engleske pomorske polise. Pomorska polisa sadrži osnovne podatke i to:

- ime broda,

¹¹⁶ Mađarić D., *op. cit.* str 108.; Gajić V., *op.cit.* str. 251;

Perović D., *op.cit.* str. 210

¹¹⁷ Kočović J., *Osiguranje, Beograd, 1999. str. 58*

- naziv tereta i njegova količina,
- ime osiguranika,
- vrijeme trajanja osiguranja,
- osigurani iznos,
- 0- premija i
- uslovi osiguranja.

Obrasce i formulare iz oblasti osiguranja koji se najčešće koriste na ovim prostorima, radi cjelovitosti u odjeljku za priloge prilažemo: MARINE POLICY No.88-221110-006019, za inostrano osiguranje¹¹⁸ (*prilog br. 66*), Lloyds Marine Policy¹¹⁹ (*prilog br. 67*) i Polisu za osiguranje stvari u transportu No.000086¹²⁰ (*prilog br. 68*), Međunarodnu pomorsku polisu AD Lovćen osiguranje Podgorica¹²¹ (*prilog br. 69*) i domaću polisu osiguranja AD Lovćen osiguranja Podgorica¹²² (*prilog br. 70*).

3.23. Konzularne fakture

Svrha izdavanja konzularne ili komercijalne fakture je kompletiranje dokumentacije kod uvoznog carinjenja u zemlji uvoza, a čijom prezentacijom se ostvaruju određena smanjenja dažbina prilikom uvoza te robe. Konzularna (komercijalna) faktura prodavca robe na zahtjev uvoznika potvrđuje diplomatsko predstavništvo zemlje izvoznice u zemlji primaoca. Konzularna faktura se izdaje na posebnom formularu i na jeziku zemlje koja vrši uvoz tereta odnosno robe ili na engleskom jeziku.¹²³

3.24. Protesti - razni

U poglavlju 2.13.5. ovog rada navedeni su protesti koji su u opticaju za štete nastale na robi u luci i lučkim manipulacijama. Međutim, osim navedenih postoje i druga protestna pisma koja su u opticaju, kao npr. protest zapovjedništva broda raznim

¹¹⁸ Prilog br. 66., Odjeljak za priloge, preuzeto od www.loyd.com

¹¹⁹ Prilog br. 67., Odjeljak za priloge preuzeto od www.loyd.com

¹²⁰ Prilog br. 68., Odjeljak za priloge preuzeto od www.loyd.com

¹²¹ Prilog br. 69, Odjeljak za priloge

¹²² Prilog br. 70., Odjeljak za priloge

¹²³ Mađarić J., *op. cit. str. 107*; Gajić V., *op.cit. str. 250*;

Perović D., *op.cit. str. 21*;

principalima po raznim osnovama i slično. Vrijedno je pomenuti da sva protestna pisma uglavnom označavaju pridržavanje prava za štete ili probleme koje će neizvršavanjem prouzrokovati kod strane koja protestuje. U ovom radu detaljnije se govori o sljedećim protestima:

- protest unajmitelja brodaru, i
- protest broda moru/moru-bogu.

Protest unajmitelja brodaru često se događa u praksi i uglavnom unajmitelj protestuje kod brodara sa zadržavanjem prava nadoknade u sledećim situacijama:

- nepoštovanje dogovorenog vremena dolaska broda na ukrcaj,
- neadekvatan prostor za krcanje tereta koji je ugovorom drugačije definisan,
- oštećenja robe u brodu,
- manjak robe i sl.

Protest broda moru/bogu predstavlja dokumenat kojim zapovjednik protestuje na vremenske neprilike koje su mu se desile tokom plovidbe, a koje su prouzrokovale štete na brodu ili robi. Protestom brodar obezbeđuje pravo naknade/regresiranje štete po ovom osnovu od osiguratelja.

3.25. Brodske knjige i dokumenta

Brodske knjige su obrasci koji se koriste u službenoj administraciji na brodu. Najvažnije knjige i dokumenta koja su u opticaju u brodskoj administraciji su :

- brodski dnevnik (Log-book),
- dnevnik stroja/strojarnice (Engine room logbook),
- dnevnik palube ,
- zdravstveni dnevnik,
- dnevnik radio stanice,
- popis posade i ostala dokumenta.

Najvažniji dokument u administraciji na brodu je brodski dnevnik. U brodskom dnevniku se, hronološkim redom, bilježe podaci o plovidbi, promjenama kursa, hidrometeorološkim prilikama i svim važnim događajima koji su uticali na dnevne poslove na brodu.

Dnevnik stroja/strojarnice predstavlja drugi po važnosti dokument. U dnevniku stroja, hronološkim redom bilježe se svi podaci koji su za taj dio segmenta uobičajeni i

važni, kao i svi ostali podaci o događajima koji su uticali na dnevne poslove u stroju, tj. strojarnici. Ovaj dnevnik vodi i piše Upravitelj stroja.

Zdravstveni dnevnik nije obavezujući dokument za vođenje, ali se uobičajeno vodi na brodu. Brigu o njemu vodi drugi oficir palube, koji je na brodu zadužen za zdrastvo i slične djelatnosti. Detalji se, takođe, unose hronološkim redom.

Dnevnik radio stanice je nekada vodio oficir na brodu radio-telegrafista, a danas se taj dnevnik vodi na komandnom mostu i u njemu se unose svi podaci iz ovog dijela djelovanja. Unosi ih oficir, hronološkim redom, koji se nalazi na radnoj dužnosti na komandnom mostu, prilikom ostvarenja radio kontakta.

Popis posade je dokument koji izdaje zapovjednik broda i koji se koristi prilikom dolaska broda u luku bilo na dolasku ili odlasku. Prezentuje se i daje na uvid svim predstavnicima vlasti koji su tom prilikom bili na brodu prije davanja brodu „slobodnog saobraćaja“. Osim navedenih knjiga i dokumenata, u brodskoj administraciji pojavljuje se i niz drugih dokumenata koje zapovjedništvo izdaje ili prima i koji se osim ustaljene procedure distribucije prema brodaru na brodu zadržavaju u jednom primjerku za čuvanje u brodskoj administraciji/arhivi¹²⁴.

3.26. Lučka koordinacija – funkcija i značaj

Upravljanje je strateška funkcija preduzeća. Ono treba da omogući da se dostignu ciljevi i da se obezbijedi konstantnost funkcionisanja savlađujući sve prepreke koje preduzeću stoje na putu. Upravljanje je vođenje firme prema cilju poslovanja.

Da bi uspješno funkcionisao jedan organizovan i složen sistem kao što su luke, predhodno je potrebno raspolagati sa potrebnim činjenicama njegovog ponašanja. Za lučki sistem je karakteristično upravo nepredvidljivo ponašanje. Prisutne su stalno promjene u dinamici ulaza i izlaza roba, što direktno utiče na dinamiku radnog procesa. Te promjene mogu biti materijalne i nematerijalne prirode. Materijalne promjene su principi saobraćajnih sredstava i tereta, a nematerijalne promjene su promjene u informacijama.

¹²⁴ Pavić D., op. cit. str. 258-259

Veoma važan faktor u dinamici rada luke imaju i atmosferske prilike: vjetar, kiša, led i snijeg. Ovi uticaji u praksi mogu stvoriti velike probleme.

Cilj lučke koordinacije je da se neravnomjernost u radu što je moguće više smanji, jer luka je najvažnija tačka u transportnom lancu pa su vrijednosti koje se u njoj nalaze ogromne: brodovi, vagoni, kamioni, teret, lučka mehanizacija i ostali kapaciteti. Zato je velika odgovornost lučkog koordinatora (menadžera) da dnevno prilagođava racionalno korišćenje lučke infra strukture.

U lučkoj koordinaciji, od značaja su sledeća načela (principi) poslovanja:

- načelo ekonomičnosti,
- načelo dispozitivnosti,
- načelo jednakog postupanja prema komitentima, i
- načelo dogovaranja.

Načelo ekonomičnosti predstavlja jedno od osnovnih principa u lučkom poslovanju. Učešće transportnih troškova u cijenu robe je veoma značajno, tako da smanjenje tih troškova direktno utiče na uspjeh posla, odnosno na konkurentnu sposobnost na tržištu kako proizvođa i izvršioca transportnih i ostalih usluga u kompletnom transportnom lancu od proizvođača do potrošača.

U lučkom poslovanju, ekonomičnost postupanja u prvom redu znači nastojanje da se prevozna sredstva i teret što kraće zadržavaju u luci.

U procesu rada važno je spriječiti čekanje, a najčešći razlozi čekanja su:

- kad naručilac nije spreman da izvrši radnje koje omogućuju rad sa teretom,
- kad naručilac zatraži prekid rada, i
- kad rad ne može započeti ili se prekine uslijed vremenskih prilika ili zbog drugih razloga.

Ekonomično korišćenje radnih kapaciteta luke i učesnika u lučkom poslovanju postiže, se predhodno menadžment aktivnošću u organizaciji i koordinaciji rada.

Načelo dispozitivnosti u lučko transportnom poslovanju sa pravnog stanovišta nastaje, mijenja se i prestaje u prvom redu voljom stranaka.

Izuzetak od ovog načela su pravni odnosi koji nastaju mimo volje stranke. Takvi odnosi nastaju na osnovu izvjesnih činjenica koje Zakon o pomorskoj i unutrašnjoj plovidbi tretira, bez obzira na volju stranaka, kao postojanje pravnog odnosa.

U lučkom komuniciranju, nalog rada naručioca lučkih usluga naziva se „dispozicija“, čime se dokazuje da se ove usluge obavljaju voljom i zahtjevom naručioca.

Načelo jednakog postupanja odnosi se na slobodu pristupa luci, korišćenje luke i potpuno uživanje olakšica koje se odobravaju plovidbi i trgovačkim operacijama za brodove, robu i putnike.

Načelo dogovaranja u poslovanju naših luka, društveni dogovori se zaključuju u oblasti upravljanja javno – pravnom funkcijom luke, saobraćajne politike, tranzita, utvrđivanja izvora finansiranja objekata, djelatnosti i drugo.

Sporazumi se zaključuju između luka i korisnika lučkih usluga u oblasti komercijalno poslovne politike, kombinovanog transporta, osnivanja poslovnih zajednica, interesnih zajednica i drugo.

Najvažniji regulativni akti u lučkom poslovanju su autonomni akti lučkih preduzeća: opšti uslovi poslovanja, tarife, pravilnici i drugi normativni akti.

Luka Bar je vođena praksom svjetskih lučkih sistema uredila rad svoje koordinacije Upustvom o radu eksterne koordinacije, koju ćemo u cjelosti citirati:

Citat:

U P U T S T V O O RADU EKSTERNE KOORDINACIJE

Učesnici na koje se odnosi Uputstvo:

Zbog karaktera i namjene ovog Uputstva potrebno je navesti učesnike koji su dužni raditi po njemu. Isto tako svi koji naknadno postanu korisnici lučkih usluga i učesnici Koordinacije moraju prihvatiti način rada koji se propisuje ovim upustvom.

Učesnici se svrstavaju po područjima i svojoj djelatnosti:

- a) „Luka Bar“,
- b) Agenti brodova,
- c) Špedicije,
- d) ŽCG,
- e) Organi lučkih vlasti (Lučka kapetanija, Carina, Pogranična policija, Tržišna, Sanitarna, Veterinarska, Fito, Radiološka inspekcija i dr.). Učešće ovih organizacija je regulisano pozitivnim zakonskim propisima, pa iz tih razloga Uputstvo o eksternoj koordinaciji za iste nije obavezujuće. Prisustvuju kada to ocijene potrebnim za njihovu organizaciju.

Svaka od navedenih organizacija koja se pojavljuje kao komitent i korisnik Lučkih usluga, imenuje svoje predstavnike na koordinaciji.

RAD KOORDINACIJE

Zadovoljavanje zahtijeva komitenta pružanjem lučkih usluga treba riješiti optimalno obzirom na sve učesnike u tom poslu. Svi prihvaćeni zahtjevi za rad i realne mogućnosti Luke za pružanje usluga, osnova su za stvaranje konačnog plana rada, čime se ispunjavaju postavljeni zahtjevi.

Sa strane Luke izrađeni prijedlog plana ili poslova koji će se idući dan obaviti (danas II, III i sutra dan I smjena) osnova su za dogovor s komitentima kroz organizaciono tijelo nazvano Koordinacija. Usvojeni planovi na Koordinaciji predstavljaju konačno prihvaćanje svih potraživanja za rad od strane komitenata i istovremeno nalog za rad Luci i ostalim učesnicima u izvršenju lučkih usluga.

Koordinacija je formalno organizaciono tijelo čiji zaključci predstavljaju obavezu za Luku i ostale učesnike, zaključci moraju biti jasno određeni kako bi se znalo ko će i pod kojim uslovima i kada obaviti traženi posao. Isto tako zaključci moraju razjasniti finansijske obaveze kod svih postupaka ili neizvršenja određenih obaveza, ako to nije regulisano pozitivnim tarifnim odredbama. Ukratko rečeno, Koordinacija služi za ravnopravan dogovor učesnika u prometu roba preko barske Luke, kako bi se taj promet obavio na racionalan i optimalan način, a ujedno predstavlja i mjesto na kome se stranke obavezuju na izvršenje određenih operativnih postupaka.

Opis rada koordinacije

Koordinaciju vodi, odnosno rukovodi sjednicom i diskusijom, te predlaže zaključke, direktor Sektora operative ili pomoćnik direktora Sektora za operativu ili rukovodilac TC Plana i koordinacije ili šef Poslova operativne pripreme. Prijedlog Operativnog plana učesnicima Koordinacije saopštava rukovodilac TC Plana i koordinacije ili šef poslova operativne pripreme. Svi učesnici Koordinacije imaju pravo saznati

kompletan raspored poslova koji se planom predviđaju, te dobiti objašnjenja za sve postupke predviđene planom.

Kod naručivanja posla, odnosno određivanja broja radnih ruku, Luka zadržava pravo da ne pokrije zahtjev onog korisnika koji u svom zahtjevu traži izvršenje manje od 80 tona tereta. Ovo pravo se izuzima u slučajevima kada su ukupne količine tereta manje, kada se radi o završetku rada na brodovima, kao i u onim situacijama kada Luka raspolaže sa dovoljno radne snage i sredstava mehanizacije.

Da bi se naručio prekovremeni rad, subotom (II i III smjena), nedeljom i državnim praznikom naručioci su dužni:

- na Koordinaciji u subotu zatražiti odgovarajući broj ruku za rad u subotu II, III, nedelju I, II, III i ponedjeljak I smjena,
- na Koordinaciji prije državnog praznika zatražiti odgovarajući broj ruku za rad na dan državnog praznika,
- ovako naručen rad može se otkazati najkasnije do 12.00 sati istog dana, kada je to korisnik usluge zatražio,
- naručilac može zatražiti dopunu, odnosno korekciju plana u 17.00 sati, ali Luka nije prema njemu u obavezi, osim ako ima slobodnih kapaciteta, ili ako se jedan naručilac odrekne svog zahtjeva u korist drugog.

Isto tako Luka zadržava pravo da kod direktnih manipulacija, kada primalac nema prevoznih sredstava, teret preuzme u svoja skladišta, a za nastale troškove tereti stranku koja bi i inače bila u obavezi plaćanja tih troškova. To pravo Luka može koristiti samo u slučaju ako luci prijeti veći zastoj u radu.

Svi učesnici Koordinacije imaju pravo predložiti novo rešenje za promjenu plana, ali ga prethodno moraju obrazložiti. Ako ima više prijedloga, rukovodilac Koordinacije prihvata najoptimalniji i najejelishodniji predlog za Luku, pa se samim tim može obaviti dopuna ili izmjena predloženog plana.

O svim zaključcima Koordinacije vodi se zapisnik koji se kasnije pisanim putem (faksom ili elektronskim putem) ili direktno narednog dana na Koordinaciji dostavlja svim učesnicima.

Zaključke formuliše rukovodilac Koordinacije na način da iz njih uvijek bude jasno:

- na koga se odnosi odluka,
- kako će se izvršiti rad i pod kojim uslovima,
- kakve su obaveze pojedinih učesnika,

- kakve su finansijske posledice neizvršenja rada, neispunjavanja uslova za rad ili netačno davanje podataka kod traženja izvršenja nekog posla. Ukoliko je momentalno nečiji interes narušen, pretpostavka je da će se ispraviti, te se na taj način isključuje mogućnost favorizovanja ili diskriminacije nekog učesnika.

Zbog toga je uveden princip da se na početku rada Koordinacije proanalazira rad prethodnog dana, uoče greške i nedostaci svakog od učesnika u izvršenju posla i da se saslušaju primjedbe ukoliko do njih dođe. Sve se to unosi i konstatuje u zapisnik, a kasnije se nadopunjuje novim odlukama i zaključcima Koordinacije. Ovakav način rada omogućava svakom od učesnika da prati svoj rad i rad drugih, te kroz to dolazi do lakšeg usaglašavanja stavova i mišljenja.

Luka može i ima pravo da ne uzme u obzir i razmatranje one naloge za koje se nedvosmisleno utvrdi da njihov podnosilac nije prisutan na Koordinaciji. Ovo će posebno doći do izražaja kada Luka posluje sa povećanim obimom prometa.¹²⁵

Kraj citata!

Dakle, koordinacija u lučkom transportu, kao uostalom u bilo kojoj grani – podsystemu transporta, ima izrazito veliki značaj, možda još veći nego kod drugih grana. Osnovno je znati šta zapravo znači koordinacija u lučkom transportu.

Koordinacija u lučkom transportu predstavlja organizovano zajedničko operativno djelovanje korisnika lučko – transportnih usluga i lučko – transportnog preduzeća / firme. Osnovni cilj i svrha koordinacije u ovom vidu transporta određeni su pravnim, organizaciono – ekonomskim, te oprativno – tehnološkim razlozima.¹²⁶

¹²⁵ *Luka Bar – Sistem kvaliteta – LBQ – 751 – 104.06 - prilog br. 6*

¹²⁶ *Vukčević M., Menadžment lučkim transportom, Kotor, 2004.*

4. Izrada i cirkulacija dokumenata u pomorskom transportu

Nezavisno da li se radi o uvozu, izvozu ili tranzitu tokom lučkih manipulacija robom špediter, pomorski agent i luka (lučko preduzeće) dolaze u situaciju da ispostavljaju različite naloge i potvrde ili pak takve naloge, odnosno potvrde budu ispostavljene od strane drugih učesnika u cilju izvršavanja datog poduhvata. Potvrde, odnosno nalozi se uglavnom izdaju na štampanim tipskim formularima.

Pomenuta dokumenta u pomorskom prevozu izrađuju se u lukama ukrcaja i iskrcaja. Takođe, uglavnom svu dokumentaciju u ime i za račun brodara/prevoznika/broda izrađuje njihov pomorski agent u lukama ukrcaja ili iskrcaja. U ime uvoznika, izvoznika ili tranzitera robe dokumenta izrađuje uglavnom njihov međunarodni pomorski špediter u lukama ukrcaja ili iskrcaja.

U nastavku ovog rada će detaljno biti elaborirana pomenuta dokumenta, odnosno njihova mjesta izrade i cirkulacija dokumentacije, a sve na osnovu praktične primjene u Luci Bar.

4.1. Ugovori o prevozu morem

Svi ugovori o prevozu robe morem sastavljaju se od strane brodara, njegovog agenta ili brokera, a uz dogovor i saglasnost korisnika prevoza. Ugovor se obavezno stavlja na uvid i raspolaganje davaocu i korisniku usluge. U praksi se koriste uglavnom tipski ugovori čijim originalima raspolažu brodar i krcatelj, a ostalim učesnicima u poslovnom lancu se na raspolaganje stavljaju samo izvodi/djelovi ugovora koji su značajni za neposredno izvršenje posla, zbog poslovne tajnosti određenih djelova ugovora.

U posljednje vrijeme praktikuje se da izvodi/djelovi ugovora o prevozu budu poslati lučkom pomorskom agentu uglavnom elektronski, koji ih potom stavlja na raspolaganje krcatelju ili njegovom zastupniku i lučkoj operativi.

4.2. Ugovori o prevozu putnika i prtljaga

Putna pomorska karta, najčešće, predstavlja i ugovor o prevozu, s tim što su na

poledini karte ispisani uslovi ugovora. Međutim, nije rijedak slučaj neposrednog potpisivanja ugovora najčešće između brodara/prevoznika i korisnika usluge prevoza uglavnom agenata, tj. turističkih agenata.

Korisnik prevoza uglavnom raspolaže sam putnom pomorskom kartom, jer je dobio prilikom zaključenja i plaćanja prevoznine. Praksa kod većine ugovora u pomorstvu, samim tim i ugovora o prevozu putnika i prtljaga, da se kompletan ugovor stavlja na raspolaganje davaocu i primaocu usluge, a da se izvodi tih ugovora daju na uvid učesnicima u poduhvatu.

4.3. Zaključnica – booking nota

Zaključnica – booking nota izrađuje se, uglavnom, na tipskom formularu. Obično se koristi u linijskoj plovidbi, a izrađuje je pomorski lučki agent uz saglasnost brodara i stavlja se na raspolaganje kapetanu broda, korisniku usluge i brodaru.

Pomorski agent, koji je izradio zaključnicu, nakon supotpisivanja šalje zaključnicu brodaru elektronskom poštom, ali i redovnom brodskom poštom.

4.4. Pismo spremnosti – notice of readiness

Pismo spremnosti – notice of readiness izrađuje se na osnovu dokumentacije lučkog pomorskog agenta po nalogu kapetana broda. Uglavnom se izrađuje na tipskom formularu, a potpisuje je kapetan broda, krcatelj ili u njegovo ime njegov zastupnik/špediter, kao i predstavnik luke odnosno lučkog preduzeća. Pismo spremnosti je utvrđeno da se izrađuje i za ukrcaj i za iskrcaj robe u i sa broda. Nakon supotpisivanja svakom potpisniku se uručuje po primjerak pisma spremnosti. Vremensku tablicu pomorski agent stavlja na raspolaganje brodaru, koju mu dostavlja elektronski putem, a nakon završetka ukrcaja ili iskrcaja i redovnom brodskom poštom.

4.5. Prijava, nalog ukrcaja, nalog ukrcaja za carinu i kapetanska potvrda

Prijava, nalog ukrcaja, nalog ukrcaja za carinu i kapetanska potvrda izrađuje krcatelj ili njegov zastupnik – međunarodnog pomorskog špeditera u luci ukrcaja. Ovdje

se radi o setu tipskih formulara koji se putem lučkog pomorskog agenta distribuiraju kapetanu broda, carini koja je nadležna za carinski nadzor i luci kao izvršiocu operacije ukrcaja robe u brod.

Prijavu ukrcaja krcatelj robe ili njegov zastupnik, predaje agentu broda 7 dana prije dolaska broda i u njoj su naznačeni podaci o robi koja se očekuju da će biti ukrcana.

Nalog ukrcaja, nalog ukrcaja za carinu i kapetanska potvrda se predaju agentu broda najkasnije 24 časa prije dolaska broda u luku i u njima su navedeni detaljni podaci o robi i po ambalaži, količini kao i brojni drugi podaci koji su predviđeni ugovorom o prevozu ili akreditivom.

Agent broda, nalog ukrcaja za carinu, predaje carini prilikom odlaska carine na brod, nakon čega će brodu biti odobren slobodni saobraćaj.

Agent broda, kapetansku potvrdu, predaje kapetanu broda nakon dobijanja slobodnog saobraćaja od vlasti u luci dolaska.

Nakon završetka ukrcaja robe u brod krcatelj ili njegov zastupnik/špediter od kapetana broda preuzima kapetansku potvrdu u originalu i na osnovu nje od agenta traži izdavanje teretnice, tj. B/L.

Agent broda nakon završetka svih ukrcaja ili iskrcaja u luci brodaru šalje na raspolaganje original nalog za ukrcaj i originalnu kapetansku potvrdu na osnovu koje je izdao B/L.

4.6. Parcel – receipt

Potvrdu parcel – receipt izdaje kapetan broda korisniku prevoza i sa kopijom obavještava svog agenta u luci ukrcaja koji će istu evidentirati u manifestu tereta.

Lučki pomorski agent, nakon što od kapetana broda dobije ovu potvrdu, elektronski šalje na raspolaganje brodaru, kao i redovnom brodskom poštom.

4.7. Teretnica – Bill of loading (B/L)

Teretnica – bill of loading je dokument koji se izrađuje od strane pomorskog lučkog

agenta, na osnovu podataka iz naloga ukrcaja i kapetanske potvrde. Teretnicu, uglavnom, potpisuje kapetan broda ili pomorski agent na osnovu ovlašćenja brodarka. Kao takva ona se distribuira sledećim korisnicima:

- korisniku usluge (originali i traženi broj kopija),
- međunarodnom pomorskom špediteru (zahtijevani broj kopija),
- luci (odnosno lučkom preduzeću),
- carini nadležnoj za nadzor prije isplovljenja broda iz luke,
- pomorskom lučkom agentu u luci iskrcanja,
- brodarku/prevozniku i
- kapetanu broda

Lučki pomorski agent elektronskim putem istu dostavlja odmah po izdavanju brodarku i prevozniku, agentu broda u luci iskrcanja. Lučki agent je obavezan da B/L pošalje brodarku i prevozniku i redovnom brodskom poštom.

4.8. Pomorski tovarni list

Procedura je identična kao kod izrade i cirkulacije teretnice (B/L).

4.9. Manifest tereta

Manifest tereta, u principu, izrađuje lučki pomorski agent po odobrenju i na osnovu dokumentacije dobijene od broda. Lučki agent stavlja na raspolaganje manifest krcatelju robe i njegovom međunarodnom pomorskom špediteru, carini koja je vršila nadzor krcanja robe, luci koja je izvršila operaciju ukrcaja robe, a takođe i potreban broj ovog manifesta se stavlja na raspolaganje brodu, agentu u luci iskrcanja i brodarku.

Manifest tereta se dostavlja elektronski putem od strane lučkog pomorskog agenta po izdavanju istog brodarku i lučkom agentu u luci iskrcanja.

4.10. Kargo plan

Kargo plan izrađuje zapovjedništvo broda, uglavnom prvi oficir palube, a potpisuje ga zapovjednik broda. Kargo plan se dostavlja putem lučkog agenta u luci ukrcaja

krcatelju ili njegovom međunarodnom pomorskom špediteru, carini koja je vršila nadzor ukrcaja, luci koja je izvršila neposredni ukrcaj tereta i zapovjedništvu broda.

Pomorski agent u luci ukrcaja dostavlja elektronski putem kargo plan brodaru i primaocu ukrcanog tereta, a redovnom poštom neophodno ga je dostaviti brodaru ili prevozniku.

4.11. Spisak putnika

Spisak putnika sastavlja ovlašćeno lice za putnike na brodu. Nakon sačinjavanja, prije isplovljenja, uručuje se nadležnoj lučkoj kapetaniji, graničnoj policiji, carinarnici a jedna kopija ostaje pomorskom agentu u luci odlaska.

Spisak putnika agent otpreme dostavlja na raspolaganje brodaru/prevozniku elektronski putem, ali i redovnom poštom.

Prilikom uplovljenja u luci destinacije ovaj spisak se dostavlja na raspolaganje istim institucijama kao i u luci odlaska.

Nije neophodno, ali agent otpreme može spisak putnika poslati elektronskim putem i agentu u luci destinacije, radi operativnosti .

4.12. Vremenska tablica

Nakon završetka ukrcaja ili iskrcaja robe sa broda, na osnovu dobijene dokumentacije sa broda, lučki pomorski agent izrađuje vremensku tablicu i istu potpisuje. Takođe, vremensku tablicu potpisuju i krcatelj ili primalac, tj. njihov špediter, zapovjednik broda i luka kao izvršilac lučkih operacija. Vremenska tablica se stavlja na raspolaganje svim potpisnicima, a elektronskom putem se dostavlja brodaru, kao i redovnom poštom.

4.13. Carinska dokumenta kod dolaska broda

Na osnovu dobijene dokumentacije od broda, lučki pomorski agent vrši prijavljivanje robe za iskrcaj i robe na brodu nadležnoj carinarnici za nadzor. Prijavljivanje se vrši dokumentom „Izjava o teretu“ koji potpisuje kapetan broda, a ovjerava nadležna

carinarnica za nadzor robe. Izjava o teretu se dostavlja primaocu robe u luci iskrcaja/prispjeća broda i u luci koja vrši iskrcaj tereta sa broda.

Za razliku od prethodnih dokumenata, ovaj nije potrebno elektronski distribuirati jer je lokalnog karaktera.

4.14. Carinska dokumenta kod odlaska broda

Lučki pomorski agent, na osnovu dobijene dokumentacije od broda o ukrcanim količinama tereta na brod, izrađuje za carinu, koja je vršila nadzor robe, dokument pod nazivom „Odlazeći manifest“ koji potpisuje kapetan broda, a ovjerava nadležna carinarnica za nadzor robe ukrcane na brod. Lučki pomorski agent zadržava jedan ovjereni primjerak odlazećeg manifesta. Takođe, pošto je i ovaj dokument lokalnog karaktera, on se ne distribuira elektronskom poštom.

4.15. Carinska dokumenta za uvozno, izvozno i tranzitno carinjenje robe

Carinska dokumenta za uvozno, izvozno i tranzitno carinjenje robe su dokumenta koja se izrađuju od strane ovlašćenog špeditera koji je izvršio carinjenje na tipskim formularima koje je propisala Uprava Carina Crne Gore za carinsko područje Crne Gore. Nakon završetka carinskog postupka, ovlašćeni špediter od carine dobija ovjereni primjerak JCI (jedininstvena carinska isprava) koji potvrđuje da je sproveden carinski postupak, a koji ovlašćeni špediter dostavlja nakon završetka operacija ukrcaja ili iskrcaja uvozniku, izvozniku ili partneru čija je roba u tranzitu. Ovlašćeni špediter će zadržati fotokopiju u cilju dokaza da je roba ocarinjena, prilikom ovjere lučkih dispozicija za rad.

Uprava Carina Crne Gore posjeduje CIS (carinski informacioni sistem) putem kojeg vrši elektronsku razmjenu u okviru svog sistema sa špediterima koji vrše carinjenje robe elektronskim putem. Po završetku carinskog postupka, špediter dostavlja popunjeni set JCI i ostala dokumenta u originalu nadležnoj carinarnici za carinjenje robe. Nakon ovjere priložene dokumentacije, carinarnica stavlja na raspolaganje špediteru jedan ovjereni primjerak JCI i po jedan ovjereni primjerak cijele prateće dokumentacije.

Ova carinska dokumentacija u praksi se ne dostavlja dalje elektronskim putem, osim ukoliko to nije tražio carinski obveznik.

4.16. Lučke dispozicije

Lučki međunarodni pomorski špediter, lučki pomorski agent ili bilo koje lice koje želi da mu se na teritoriji Luke obavi neki posao, uručuje luci kao izvršiocu rada lučke dispozicije. Uvijek se dispozicija daje na uvid i ovjeru nadležnoj carinarnici koja u Luci vrši nadzor robe. Nakon što carina ovjeri lučku dispoziciju, ona se daje na ovjeru Luci koja treba da izvršiti naložene operacije. Pošto Luka izvrši ovjeru dispozicije, ovjereni primjerak lučke dispozicije se dostavlja na raspolaganje i nadležnoj Carinarnici. Dokument je lokalnog karaktera i ne distribuira se elektronski.

Zavisno od spoljno - trgovinskog tretmana robe koja dolazi ili odlazi iz Luke (uvoz, izvoz, provoz, razvoz robe ili dodatnih radni), u Luci Bar su u upotrebi obrasci dispozicija koje su dolje navedene. Oni su istovjetni sadržajem, ali su različitih boja:

- dispozicija za uvoz robe – bijela boja,
- dispozicija za izvoz robe - plava boja,
- dispozicija za tranzit – zelena boja,
- dispozicija za razvoz – žuta boja i
- dispozicija za dodatne radnje, crvena boja.

Razni nalogodavci Luci Bar, najčešće, daju sledeće dispozicije/naloge za rad:

- kamion/vagon – skladište ili kontejnerski terminal
- kamion/vagon – brod
- brod – skladište ili kontejnerski terminal
- brod – kamion/vagon
- razne dispozicije za dodatne radnje, npr.: vaganje robe, sortiranje robe, uzorkovanje robe, markiranje robe, tariranje robe, lotovanje robe, prepakivanje ili pakovanje robe, paletiziranje robe, i dr.

U praksi je poznato, ukoliko je brod u linijskim uslovima plovidbe, da agent broda u ime broda daje luci nalog na relaciji: brod – čekrk, odnosno čekrk – brod, a čekrk – skladište luke ili skladište luke - čekrk, daje krcatelj tereta ili njegov zastupnik - špediter robe. Ukoliko je planirana direktna manipulacija, onda zastupnik robe koja se ukrcava/iskrcava daje nalog luci za manipulaciju čekrk-vozilo/vagon odnosno vozilo/vagon -čekrk.

Prije početka manipulacija sa robom sa ili iz broda potrebno je riješiti carinske formalnosti kod nadležne carinarnice. Te formalnosti moraju se izvršiti po propisima društva koje je za to licencirano. Kod nadležne carinarnice moguće je izvršiti carinjenje robe bilo u uvozu, izvozu ili tranzitu na dokumentu JCI-1 (izvoz), JCI-4 (uvoz) i JCI TCG (tranzit). Navedena tri postupka su najčešća u Luci Bar. Carinski obveznici u Luci Bar mogu izvršiti i sve carinske postupke koji su omogućeni našim propisima iz ove oblasti.

Takođe, ali samo za robu koja izlazi iz Luke, vlasnik robe ili njegov špediter izrađuje transportna otpremna dokumenta za prevozna sredstva kopnom (CMR za kamionsku otpremu, a CIM za vagnsku otpremu).

Za kontejnerske brodove, bez obzira da li je dolazak ili odlazak kontejnera u pitanju, brodar, tj. agent broda u ime brodarka uvijek daje dispoziciju brod – skladište, tj. kontejnerski terminal ili skladište, tj. kontejnerski terminal – brod, s tim da korisnik kontejnera mora vratiti brodarku, tj. vlasniku kontejnera prazan ispravan i čist kontejner.

4.17. Lučke skladišne potvrde

Ovaj dokument, na tipskom formularu, izrađuje lučki skladištar koji je zaprimio robu na skladište, a potpisuje ga ostavilac tereta – potvrda uskladištenja. Lučki skladištar izrađuje lučku potvrdu iskladištenja, nakon što je izvršio iskladištenje i predao robu primaocu. Potvrdu iskladištenja potpisuje primalac robe. Po primjerak ovih potvrda Luka dostavlja na raspolaganje, osim ostaviocu i primaocu tereta, nadležnoj carini za nadzor robe. Ovaj dokument je lokalnog karaktera, ali može biti i vrednosni, pa se ne distribuira elektronski, ukoliko nije izričito od luke zatraženo.

4.18. Brojački listić

Dokument brojački listić, po principu, izrađuje se na tipskom formularu od strane onog ko je vršio brojanje tereta, a supotpisuju ga: kontrolna kuća, brodarka ili njegov agent, luka i predstavnik robe tj. međunarodni pomorski špediter. Ovaj dokument je lokalnog karaktera i ne distribuira se elektronski, iako je to ključni dokument kojim se dokazuje prijem i predaja robe, kao i oštećenja koja su prilikom preuzimanja primijećena i konstatovana na robi.

4.19. Protesti za štete u luci

Proteste za štete u luci pišu učesnici u pretovarnim poslovima kada utvrde da je došlo do oštećenja. Te proteste mogu distribuirati međunarodni pomorski špediteri, lučki pomorski agenti, zapovjedništvo broda, kontrolna kuća i luka kao izvršilac pretovara. U principu, onaj ko protestuje za nastale štete protest dostavlja svim pomenutim navedenim instancama, a prema ličnoj procjeni i drugima. Ovaj dokument nije lokalnog karaktera, te ga lučki pomorski agent i međunarodni pomorski špediter distribuiraju, skoro obavezujuće, prema svojim partnerima koje zastupaju. U poslednje vrijeme, radi postizanja visokog nivoa informisanosti svog partnera, protesti se elektronski distribuiraju, ali izdavalac protesta je u obavezi da isti svom nalogodavcu dostavi i putem pošte.

4.20. Bez zapreke - izručnica

Ovaj dokument se izrađuje uglavnom na tipskim formularima, izrađuje ga i distribuira lučki pomorski agent, a stavlja ga vlasniku robe ili njegovom zastupniku na raspolaganje. Vlasnik robe ili njegov zastupnik se u narednim radnjama uvijek pozivaju na ovaj dokument dokazujući da onaj koji raspolaže sa tim dokumentom raspolaže i sa robom bez ikakvih smetnji i zapreka. Ovaj dokument se u principu ne distribuira elektronski.

4.21. Skladišnica

Skladišnicu je dokument koji se izdaje od strane skladištara robe. Predstavlja vrednosni papir i izdaje se, po zahtjevu, ostaviocu robe ili njegovom zastupniku. Lice koje je dobilo na raspolaganje skladišnicu ne može raspolagati robom, dok izdavaocu skladišnice ne vrati primjerke skladišnice koje je preuzeo. U principu se ne distribuira elektronskim putem. Takođe, Luka Bar nema praksu izdavanja skladišnice kao vrednosnog papira.

4.22. Špeditorske potvrde

Špeditorske potvrde izdaje špediter koji raspolaže robom ili organizuje transport.

Špeditorske potvrde su vrednosni dokumenti i nije uobičajeno da se distribuiraju elektronski, mada na zahtjev svog „principala“ izdavalac može staviti špeditorsku potvrdu na raspolaganje i elektronskim putem. Lice, kojem je izdata neka od špeditorskih potvrda, obavezno je da vrati sve primjerke odnosno špeditorske potvrde prije završetka svih operacija i manipulacija robom na koju se odnosi izdata potvrda.

4.23. Založnica

Založnica se izdaje ostaviocu robe ili vlasniku od strane držaoca skladišta. Vrednosni je dokument i nije praksa da se elektronskim putem distribuiraju. Luka Bar nema praksu da izdaje ovaj dokument. Lice koje je preuzelo založnicu obavezno je da prije završetka svih manipulacija i transporta robe vrati izdavaocu sve primjerke iste koju je preuzeo.

4.24. Garantna pisma

Po pravilu, garantna pisma se izdaju od strane međunarodnog pomorskog špeditera ili lučkog pomorskog agenta, po nalogu, u ime i za račun svojih nalogodavaca. Nakon predaje garantnog pisma primaocu, praktikuje se da se izdato garantno pismo prenese svom nalogodavcu, u čije ime i za čiji račun je izdato, garantno pismo. U novije vrijeme se distribuiraju elektronskim putem, ali je obaveza izdavaoca garantnog pisma da isto dostavi svom nalogodavcu poštom.

4.25. Havarijski zapisnici

Havarijski zapisnik sačinjava havarijski komesar na tipskom obrascu. Dostavlja ga onoj stranci koja je prijavila havariju i tražila pregled. U principu, ovaj zapisnik se dostavlja direktno tražiocu inspeksijskog havarijskog pregleda. Po zahtjevu havarijski

komesar/inspektor može zapisnik/nalaz dostaviti i ostalim učesnicima u poslu koji zahtijevaju da raspolazu tim dokumentom, ukoliko to odobri stranka koja je tražila havarijski pregled i sačinjavanje havarijskog zapisnika. Po pravilu se distribuira elektronskim putem.

4.26. Dokumenti za osiguranje robe

Ova dokumenta sačinjavaju osiguravajuća društva ili njihovi zastupnici. Izrađuju se na tipskim formularima, a dostavljaju se na raspolaganje po zahtjevu onog ko je zatražio usluge osiguranja. Rijetko se distribuiraju elektronski.

4.27. Brodske knjige i dokumenta

Brodske knjige i dokumenta popunjavaju se na brodu u tipskim formularima, gdje su i stacionirana. U slučaju potrebe određeni dijelovi tih dokumenata, isključivo uz saglasnost brodarka, se mogu elektronski dostavljati određenim institucijama koje su tražile uvid u iste. Značajno je pomenuti da se brodski dnevnik, kao najznačajnija brodska knjiga, čuva sve dok je brod u saobraćaju i eksploataciji.

4.28. Primjeri i proračuni štetnih posljedica u lučko – operativnim djelatnostima, razlogom nepotrebnog čekanja radne snage i broda

U predhodnim poglavljima smo govorili da se u cjelokupnom lučko – transportnom sistemu dešavaju propusti koji prouzrokuju materijalne štete svim učesnicima u transportnom lancu.

Uglavom se tu radi o raznim čekanjima na početak rada ili na čekanje tokom rada uslijed nepredviđenih ili novih okolnosti.

Primjer 1; Čekanje jedne brodske ruke – vrećarija;

Direktna manipulacija: brod – vagon/vozilo ili obratno;

R. br.	Naziv izvršioca ili tehničkog sredstva i broj	Jedinica mjere	Cijena u jed.mjere €	Ukupno €
1.	Predradnik x 1	1 h	12,00	12,00
2.	Lučki brojač x 1	1h	10,00	10,00
3.	Lučko transportni radnik x 6	1h	9,60	57,60
4.	Portalna dizalica od 5 t x 1	1h	75,00	75,00
6.	Viljuškar od 5 t x 2	1h	68,00	136,00
UKUPNO				290,60

Primjer 2; Čekanje jedne brodske ruke – vrećarija

Indirektna manipulacija brod – skladište iil obratno;

R. br.	Naziv izvršioca ili ehničkog sredstva i broj	Jededinica mjere	Cijena u jed.mjere €	Ukupno €
1.	Predradnik x 1	1 h	12,00	12,00
2.	Lučki brojač x 1	1h	10,00	10,00
3.	Lučko transportni radnik x 10	1h	9,60	90,60
4.	Portalna dizalica od 5 t x 1	1h	75,00	75,00
5.	Traktor do 50 KS x 2	1h	61,00	122,,00
6.	Viljuškar od 5 t x 2	1h	68,00	136,00
UKUPNO				445,60

Primjer 3; Čekanje jedne brodske ruke – automobili;

Indirektna manipulacija: skladište – brod

R. br.	Naziv izvršioca ili tehničkog sredstva i broj	Jedinica mjere	Cijena u jed.mjere €	Ukupno €
1.	Predradnik x 3	1h	12,00	36,00
2.	Vozač x 28	1h	9,60	1.710,40
UKUPNO				1.746,40

Primjer 4; Čekanje radne snage - jedne radne ruke – vrećarija;

Manipulacija: skladište vagon/vozilo ili obratno;

R. br.	Naziv izvršioca ili tehničkog sredstva i broj	Jedinica mjere	Cijena u jed.mjere €	Ukupno €
1.	Predradnik x1	1h	12,00	12,00
2.	Brojač x 1	1h	10,00	10,00
3.	Lučko transportni radnik (LTR) x	1h	9,60	38,40
4.	4 Viljuškar od 5 t x 1	1h	68,00	68,00
UKUPNO				128,40

Primjer 5; Čekanje radne snage - jedna ruka – vrećarija;

Dodatne radnje – vaganje;

R. br.	Naziv izvršioca ili tehničkog sredstva i broj	Jedinica mjere	Cijena u jed.mjere €	Ukupno €
1.	Predradnik x 1	1h	12,00	12,00
2.	Brojač x 1	1h	10,00	10,00
3.	Lučko transportni radnik(LTR) x 4	1h	9,60	38,40
4.	Viljuškar od 5 t x 2	1h	68,00	136,00
UKUPNO				196,40

Primjer 6; Čekanje radne snage - jedna ruka – automobili;

Manipulacija: skladište – vagon – automobili

R. br.	Naziv izvršioca ili tehničkog sredstva i broj	Jedinica mjere	Cijena u jed.mjere €	Ukupno €
1.	Predradnik x 2	1h	12,00	12,00
2.	Vozač x 9	1h	9,60	86,40
UKUPNO				98,40

Primjer 7: Danguba broda; po satu

Iz iskustva pomorskih agenata u Baru, došlo se do podatka da se stojnice za, npr. jedan kontejnerski fider brod nosivosti do 2.000 TEU, kreću oko 6.500,00 € za dan, što bi značilo da jedan sat njegovog čekanja će opteretiti troškom robu ili „grešnika“ sa cca **250,00 €**

5. Završno razmatranje

Dobra organizovanost u saobraćaju je od prvorazrednog značaja. Osnovni zadatak saobraćajne organizacije je da se postignu tri osnovna cilja i to:

- Obezbjediti i uspostaviti tehničko i tehnološko jedinstvo u svakoj saobraćajnoj grani, pa i u pomorstvu (obavljanje tehničkog i tehnološkog jedinstva lučke djelatnosti prevashodno prekrcaja i skladištenja roba u dolasku i odlasku direktno ili indirektno, tehničko i tehnološko jedinstvo pratećih uslužnih djelatnosti prema ostalim učesnicima u saobraćajnom poduhvatu u cjelini i dr).

- Obezbjediti uredno, nesmetano i bezbjedno funkcionisanje saobraćaja (obezbjediti moderne saobraćajnice, transport robe vršiti sa modernim saobraćajnim sredstvima, prekrcaj robe obavljati sa savremenim prekrcajnim sredstvima, štete koje se dešavaju u prekrcajnim manipulacijama i tokom transporta svesti na najniži mogući nivo, i dr.).

- Obezbjediti kvalitetno pružanje usluga korisnicima.

U ovom radu sam se bavio dokumentacijom u pomorskom transportu sa naučno – teorijskog aspekta i njenom cirkulacijom na osnovu prakse i uzansi u AD Luka Bar. Nijesam se bavio kvalitetom pružanja usluga korisnicima tih usluga na ovom saobraćajnom punktu.

U nastavku ovog zaključka ću prvo izložiti i obrazložiti najčešće probleme koji se dešavaju oko cirkulacije dokumenata, a koji imaju štetnih posljedica:

- Nekvalitetno i posebno neblagovremeno međusobno informisanje,
- Neadekvatna unutrašnja organizovanost svih učesnika u ovom lancu (mislimo samo na učesnike iz Bara),
- Neizdavanje adekvatnih i blagovremenih naloga za izvršenje određenih radnji,
- Kašnjenja u izdavanju naloga i izvršenju dobijenog naloga,
- Ne često, ali i nestručnost i nepoznavanje tehnoloških procesa i procedura kod učesnika u ukupnom radno izvršnom procesu su pojava, ta nestručnost i nepoznavanje

procesa i procedura stvaraju između ostalog i dodatne troškove koji opterećuju robu koja je predmet cirkulacije i prometa.

Kako bi se otklonili naprijed navedeni nedostaci, mislim da je najvažnije utvrditi osnovne ciljeve i prioritete kojima se stremi, a koji će dati rezultate kroz povećanje prometa i poboljšanje kvaliteta usluge.

Po mom mišljenju ciljevi i prioriteti su:

- Skraćanje vremena transporta, distribucije i povećanje brzine dostave robe korisnicima,
- Povećanje frekvencije opsluživanja,
- Smanjenje obima transportnih, prekrcajnih i skladišnih šteta,
- Preuzimanje pružanja specijalih/dodatnih usluga,
- Sniženje troškova transporta i skladištenja,
- Poboljšanje efikasnosti funkcionisanja čitavog saobraćajno – distributivnog sistema, kako eksterno tako i interno.

Da bi se podigao obim prometa i kvalitet usluge AD Luka Bar na veći nivo potrebno je neophodno što prije obezbijediti u samoj Luci Bar sledeće:

- Potrebno je prevashodno uraditi „jaču“ sanaciju lučkog akvatorijuma, gatova, mehanizacije, lučkih saobraćajnica i skladišta,
- Obezbijediti novu modernu horizontalnu i vertikalnu mehanizaciju,
- Obezbijediti novu i modernu prateću opremu,
- Obezbijediti obučenu ili obučiti radnu snagu po specijalizacijama u svim fazama i procesima rada.
- Podići nivo obučenosti rukovodećeg kadra,
- Renovirati lučki informacioni sistem, tako da bude ne kao sada interni, već javni informacioni sistem i da ga koriste i eksterni partneri, posebno učesnici u radnom procesu neposredno u luci,
- U saradnji sa svim učesnicima u procesu rada u luci, renovirati do detalja „Lučke uzanse“ i „Pravila poslovanja“ kako nebi bilo nejasnoća i dilema, i kako bi one bile u funkciji i odgovorile novim uslovima rada i tehnologijama za koje treba da važe,
- Obezbijediti blagovremeno, cjelovito i funkcionalno izvršavanje obaveza po svim izvršiocima,

– Poboljšati šrotok informacija (prijem, kontrola i realizacija) akko bi one bile brže i djelotvornije,

– Poboljšati i podići na viši nivo ukupnu koordinaciju rada svih učesnika na ovom saobraćajnom punktu, u kojoj uvijek treba da učestvuju svi učesnici, a ne kao sada zavisno od potrebe i količine njihove angažovanosti.

– Sve poremećaje u procesu rada bez obzira na krivca, javno komentarisati i prezentovati negativne efekte tih poremećaja, sa željom anuliranja istih.

Međutim, da bi se podigao obim prometa i nivo usluga na jednom saobraćajnom lancu potrebno je da i ostali učesnici sa svoje strane učestvuju i daju doprinos jedinstveno utvrđenom cilju.

Takođe, prema mom mišljenju, tkv. ostali učesnici (brodari, brokeri, pomorske i ostale špedicije, pomorski i lučki agenti, kontrolne kuće, spoljno-trgovinske kuće, osiguravajuća društva, državni organi kao učesnici u procesu, razne ostale servisno uslužne djelatnosti, i dr) u funkcionisanju ovog saobraćajnog lanca, moraju dati i lični doprinos da dođe do povećanja prometa i nivoa usluga.

Prvo, sve naprijed navedene institucije prevashodno moraju javno iskazati svoj interes da ovaj saobraćajni punkt bude na pravi način i u punom opsegu valorizovan sa aspekta količine prometa i nivoa usluge.

Drugo, svi učesnici moraju podići nivo svojih usluga, Najvažnije je da učesnici u svojim sredinama:

- Podignu nivo stručnosti i obučenosti svojih kadrova,
- Obezbijede adekvatnu opremu za izvršenje svih radnih zadataka po savremenim principima,
- Obavežu se na striktno poštovanje zakonom i uzansama utvrđenih normi,
- Zajednički, sa ostalim učesnicima, vrše marketing djelatnosti,
- Razmjenjuju informacije od značaja, sa svim učesnicima, u ovom transportnom lancu blagovremeno i tačno, i
- Sprovode sve potrebne radnje za koje smatraju da će dovesti do povećanja prometa i nivoa usluge, i o tim aktivnostima obavještavati ostale učesnike - partnere

Na kraju, mislim da je neophodno da se brzo oformi jedno stručno tijelo koje će usmjeravati aktivnosti svih učesnika u ovom transportnom lancu sa ciljem povećanja prometa i nivoa usluga, koje će na nivou Crne Gore inicirati sprovođenje određenih mjera i aktivnosti koje će omogućiti bolje i adekvatnije uslove poslovanja ove „branše“, koje će usaglasiti pravna i ostala pitanja među svim učesnicima, i koje će koordinirati ukupne aktivnosti svih sa ciljem povećanja prometa i poboljšanja nivoa usluga

Cilj navedenog je: Optimizacija pretovara u vremenu, količini i troškovima, i kraće zadržavanje ne samo saobraćajnih sredstava u AD Luka Bar nego i tereta.

Da bi se integralni i multimodalni transport razvijali u Crnoj Gori, nameće se potreba bržeg razvoja lučkih sistema, te sa njima u vezi čitavog saobraćajnog, pa i privrednog sistema kao sistema viših redova. Stoga se takav razvoj mora postaviti u više faza, ali je najvažnije istaći da bez snažnijeg razvoja lučkog transporta uz interesno povezivanje sa pomorskim, željezničkim i drumskim saobraćajem – nema uključivanja Crne Gore u moderan južnoevropski transport i saobraćajni sistem Evropske unije, čijim članom Crna Gora želi da postane.

Politika saobraćajnog, a naročito pomorskog razvoja Crne Gore – koja sebe želi vidjeti kao pomorsku, a ne samo kao primorsku zemlju, strategija razvoja lučkog i svih drugih saobraćajnih podсистema u zemlji, te jadranska orijentacija ekonomskog i saobraćajnog razvoja Crne Gore, moraju se u 21. Vijeku temeljiti na ovim premisama:

- Na realnim, objektivnim mogućnostima i socio-ekonomskim potrebama;
- Na uključivanju zemlje u ekonomske i političke tokove Evrope, i
- Na odnosima u međunarodnom okruženju, posebno na tržištu roba, usluga i kapitala.

Permanentno proširenje Evropske Unije, kojem Crna Gora stremlji, zavisi i od bržeg razvoja prometne sfere ekonomije, i to je jedan od puteva ulaska u taj svijet.

Vjerujem da će ovaj rad podstaći da se nešto od utvrđenih činjenica i neophodnih potreba i zadataka u bliskoj budućnosti i realizuje, jer je to potreba i neminovnost ukoliko želimo napredak i prosperitet ovog saobraćajnog punkta, iako u ovoj oblasti investicioni zahvati su vrlo skupi, a i često puta ljudski resursi nijesu spremni na novine, jednostavno plašeći se da ne izgube ovo što imaju, ne razmišljajući o boljitku, napretku i prosperitetu. Takođe ne smijemo zaboraviti i opštu ekonomsku krizu koja uvijek trese najače male i nerazvijene ekonomije.

6. Prilozi

Putnički brod,



prilog br. 1

Teretno - putnički brod,



prilog br. 2

Teretni brod za slobodnu plovidbu,



prilog br. 3

Teretn brod za linijsku plovidbu ,



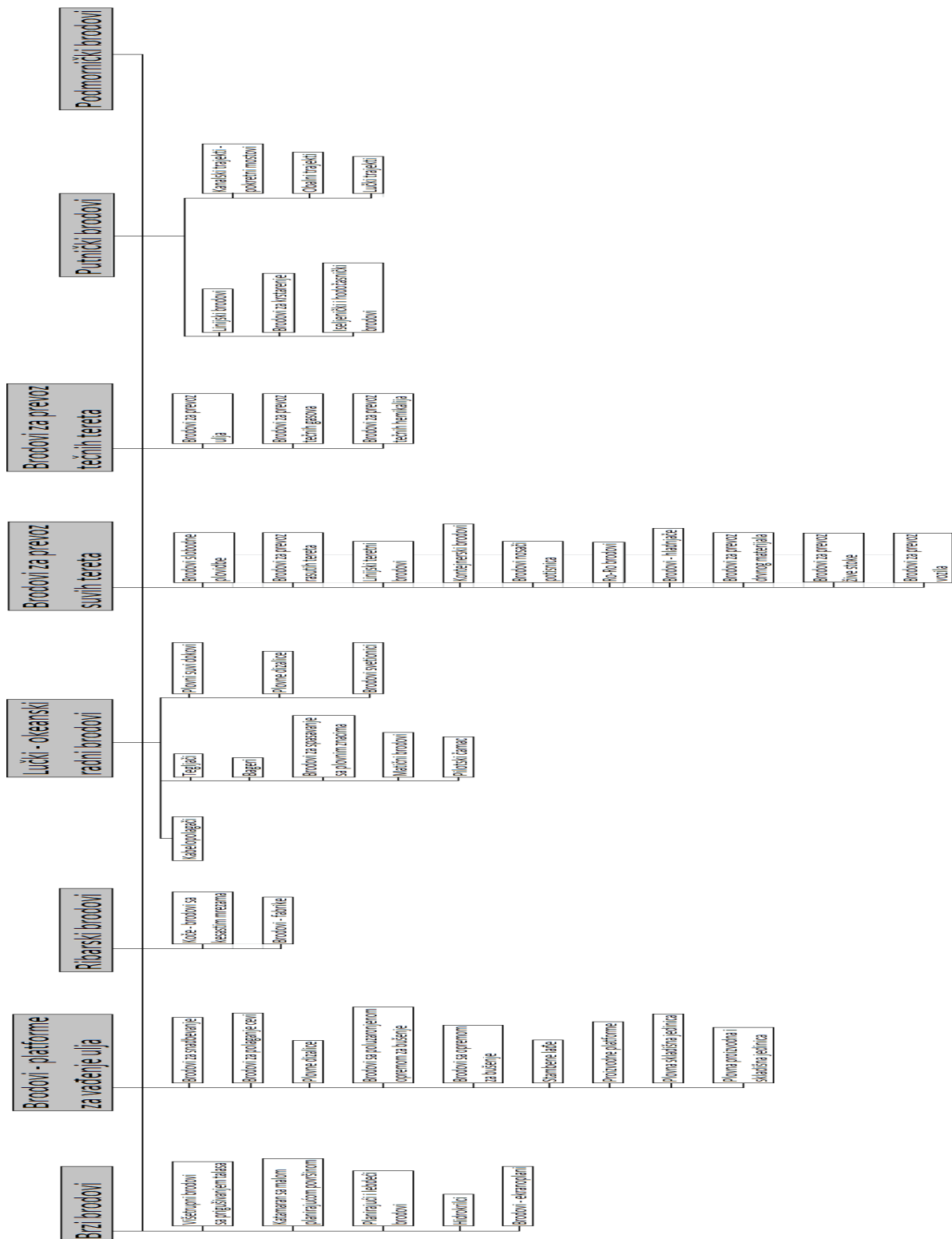
prilog br. 4

Brod za prevoz specijalnih tereta,



prilog br. 5

Podjela brodova po IMO kodeksu



prilog br. 6

Požar na brodu,



prilog br. 7

Potonuće broda,



prilog br. 8

Nasukivanje broda,



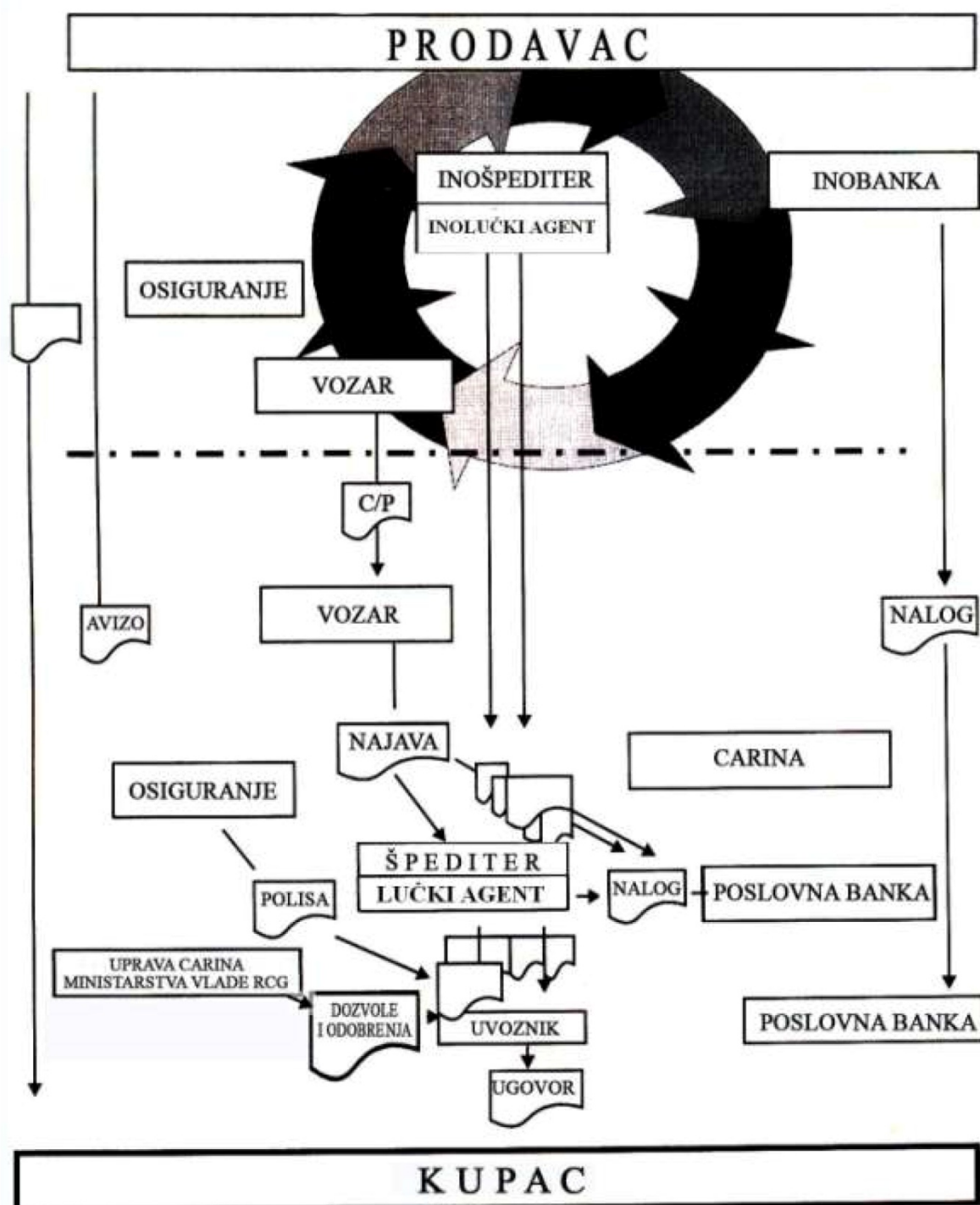
prilog br. 9

Sudar broda sa operativnom obalom/gatom,



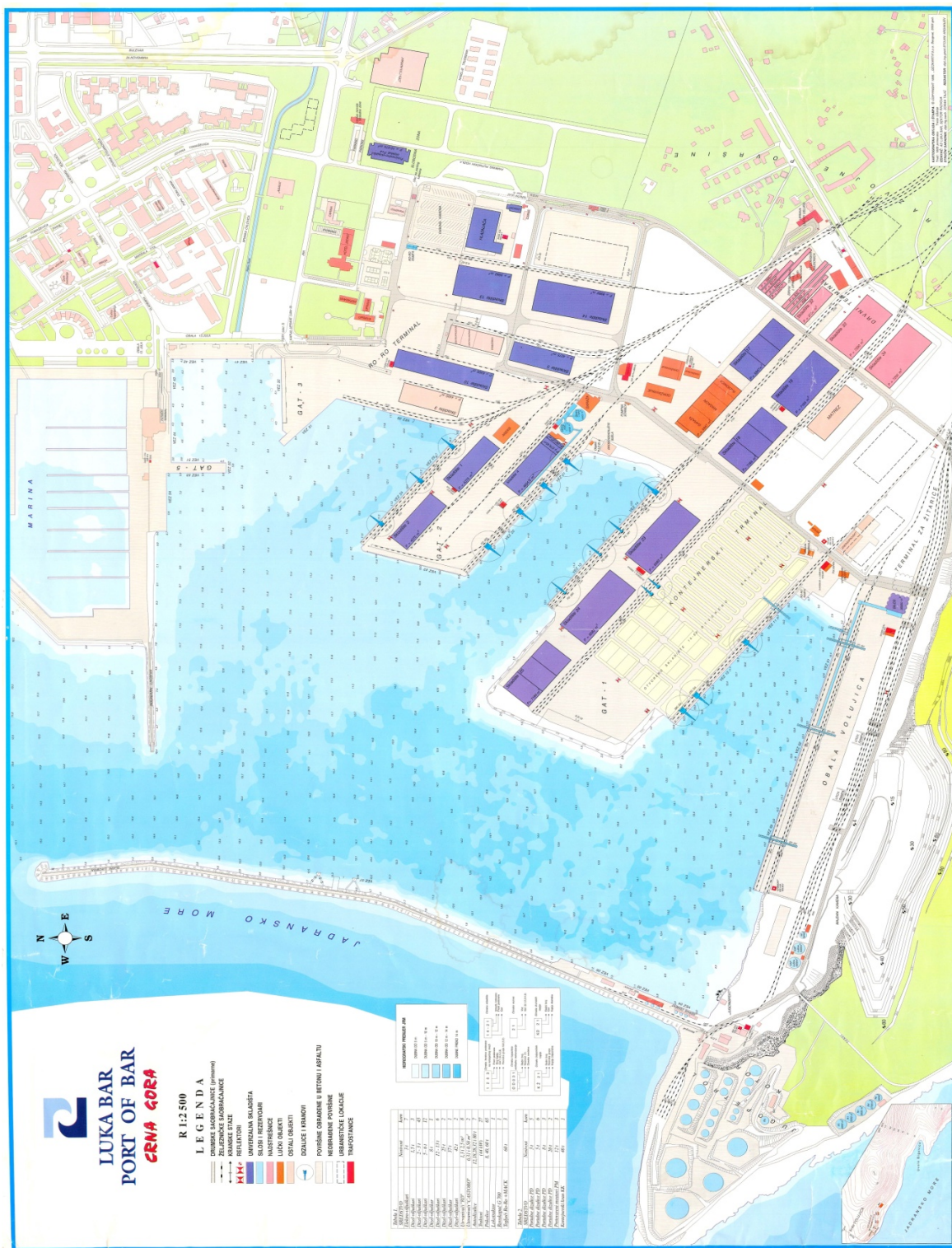
prilog br. 10

Šematski prikaz mjesta i uloge međ. Špeditera i lučkog agenta
u pom. Transportnom lancu



Prilog br. 11

Šematski prikaz AD Luka Bar



prilog br. 12

Podjela luka prema IMO kodeksu

PODJELA LUKA PREMA IMO-KODEKSU

Prema geografskom položaju	Prema načinu prijava	Prema vrsti tereta	Prema djelatnostima	Prema načinu isključivanja	Prema vodstvu upravljanja	Prema načinu vršenja
Morala	Prijava	Za granice	Isključivanje - transport	Uvjeti	Obavijest	Male
Regije	Vještaka	Za revent	Isključivanje isključiva	Iskustva	Zamjena	Srednje
Kanala	Ispravila	Za silu	Isključiva	Tranzit		Velike
Legende	Ekspedite	Za isključivanje				
Quere		Za putnika				
Javna		Specijalne				

Opšti ugovor na putovanje

1. Shipbroker	 RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) (To be used for trades for which no specially approved form is in force) CODE NAME: "GENCON" Part I
	2. Place and date
3. Owners/Place of business (Cl. 1)	4. Charterers/Place of business (Cl. 1)
5. Vessel's name (Cl. 1)	6. GT/NT (Cl. 1)
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1)	8. Present position (Cl. 1)
9. Expected ready to load (abt.) (Cl. 1)	
10. Loading port or place (Cl. 1)	11. Discharging port or place (Cl. 1)
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1)	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4)	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4)
15. State if vessel's cargo handling gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b); if total laytime for load. and disch., fill in c) only) (Cl. 6)
17. Shippers/Place of business (Cl. 6)	a) Laytime for loading
18. Agents (loading) (Cl. 6)	b) Laytime for discharging
19. Agents (discharging) (Cl. 6)	c) Total laytime for loading and discharging
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7)	21. Cancelling date (Cl. 9)
23. Freight Tax (state if for the Owners' account) (Cl. 13 (c))	22. General Average to be adjusted at (Cl. 12)
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration) (if not filled in 19 (a) shall apply) (Cl. 19)	24. Brokerage commission and to whom payable (Cl. 15)
(a) State maximum amount for small claims/shortened arbitration (Cl. 19)	25. Additional clauses covering special provisions, if agreed

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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PART II

"Gencon" Charter (As Revised 1922, 1976 and 1994)

1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that:
The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.
always work under the supervision of the Master.
(c) *Stevedore Damage*
The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability.
The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.
2. **Owners' Responsibility Clause**
The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager.
And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.
3. **Deviation Clause**
The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property.
4. **Payment of Freight**
(a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo.
(b) *Prepaid*. If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non-returnable, Vessel and/or cargo lost or not lost. Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid.
(c) *On delivery*. If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered. Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally.
Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.
5. **Loading/Discharging**
(a) *Costs/Risks*
The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners. The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed.
(b) *Cargo Handling Gear*
Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winches required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage. On request the Owners shall provide free of charge crane-men/winchen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Crane-men/winchen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall
6. **Laytime**
(a) *Separate laytime for loading and discharging*
The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.
The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.
(b) *Total laytime for loading and discharging*
The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.
(c) *Commencement of laytime (loading and discharging)*
Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19.
If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours 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. Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime.
If, after inspection, the Vessel is found not to be ready in all respects to load/dischARGE time lost after the discovery thereof until the Vessel is again ready to load/dischARGE shall not count as laytime.
Time used before commencement of laytime shall count.
* *Indicate alternative (a) or (b) as agreed, in Box 16.*
7. **Demurrage**
Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice.
In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.
8. **Lien Clause**
The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.
9. **Cancelling Clause**
(a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers shall have the option of cancelling this Charter Party.
(b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date.
Such option must be declared by the Charterers within 48 running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that

PART II

"Gencon" Charter (As Revised 1922, 1976 and 1994)

the seventh day after the new readiness date stated in the Owners' notification	149	at any time during the voyage to the port or ports of loading or after her arrival	220
to the Charterers shall be the new cancelling date.	150	there, the Master or the Owners may ask the Charterers to declare, that they	221
The provisions of sub-clause (b) of this Clause shall operate only once, and in	151	agree to reckon the laydays as if there were no strike or lock-out. Unless the	222
case of the Vessel's further delay, the Charterers shall have the option of	152	Charterers have given such declaration in writing (by telegram, if necessary)	223
cancelling the Charter Party as per sub-clause (a) of this Clause.	153	within 24 hours, the Owners shall have the option of cancelling this Charter	224
		Party. If part cargo has already been loaded, the Owners must proceed with	225
		same, (freight payable on loaded quantity only) having liberty to complete with	226
		other cargo on the way for their own account.	227
10. Bills of Lading	154	(b) If there is a strike or lock-out affecting or preventing the actual discharging	228
Bills of Lading shall be presented and signed by the Master as per the	155	of the cargo on or after the Vessel's arrival at or off port of discharge and same	229
"Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter	156	has not been settled within 48 hours, the Charterers shall have the option of	230
Party, or by the Owners' agents provided written authority has been given by	157	keeping the Vessel waiting until such strike or lock-out is at an end against	231
Owners to the agents, a copy of which is to be furnished to the Charterers. The	158	paying half demurrage after expiration of the time provided for discharging	232
Charterers shall indemnify the Owners against all consequences or liabilities	159	until the strike or lock-out terminates and thereafter full demurrage shall be	233
that may arise from the signing of bills of lading as presented to the extent that	160	payable until the completion of discharging, or of ordering the Vessel to a safe	234
the terms or contents of such bills of lading impose or result in the imposition of	161	port where she can safely discharge without risk of being detained by strike or	235
more onerous liabilities upon the Owners than those assumed by the Owners	162	lock-out. Such orders to be given within 48 hours after the Master or the	236
under this Charter Party.	163	Owners have given notice to the Charterers of the strike or lock-out affecting	237
		the discharge. On delivery of the cargo at such port, all conditions of this	238
		Charter Party and of the Bill of Lading shall apply and the Vessel shall receive	239
		the same freight as if she had discharged at the original port of destination,	240
		except that if the distance to the substituted port exceeds 100 nautical miles,	241
		the freight on the cargo delivered at the substituted port to be increased in	242
		proportion.	243
		(c) Except for the obligations described above, neither the Charterers nor the	244
		Owners shall be responsible for the consequences of any strikes or lock-outs	245
		preventing or affecting the actual loading or discharging of the cargo.	246
11. Both-to-Blame Collision Clause	164		
If the Vessel comes into collision with another vessel as a result of the	165	17. War Risks ("Voywar 1993")	247
negligence of the other vessel and any act, neglect or default of the Master,	166	(1) For the purpose of this Clause, the words:	248
Mariner, Pilot or the servants of the Owners in the navigation or in the	167	(a) The "Owners" shall include the shipowners, bareboat charterers,	249
management of the Vessel, the owners of the cargo carried hereunder will	168	disponent owners, managers or other operators who are charged with the	250
indemnify the Owners against all loss or liability to the other or non-carrying	169	management of the Vessel, and the Master; and	251
vessel or her owners in so far as such loss or liability represents loss of, or	170	(b) "War Risks" shall include any war (whether actual or threatened), act of	252
damage to, or any claim whatsoever of the owners of said cargo, paid or	171	war, civil war, hostilities, revolution, rebellion, civil commotion, warlike	253
payable by the other or non-carrying vessel or her owners to the owners of said	172	operations, the laying of mines (whether actual or reported), acts of piracy,	254
cargo and set-off, recouped or recovered by the other or non-carrying vessel	173	acts of terrorists, acts of hostility or malicious damage, blockades	255
or her owners as part of their claim against the carrying Vessel or the Owners.	174	(whether imposed against all Vessels or imposed selectively against	256
The foregoing provisions shall also apply where the owners, operators or those	175	Vessels of certain flags or ownership, or against certain cargoes or crews	257
in charge of any vessel or vessels or objects other than, or in addition to, the	176	or otherwise howsoever), by any person, body, terrorist or political group.	258
colliding vessels or objects are at fault in respect of a collision or contact.	177	or the Government of any state whatsoever, which, in the reasonable	259
		judgement of the Master and/or the Owners, may be dangerous or are	260
		likely to be or to become dangerous to the Vessel, her cargo, crew or other	261
		persons on board the Vessel.	262
12. General Average and New Jason Clause	178	(2) If at any time before the Vessel commences loading, it appears that, in the	263
General Average shall be adjusted in London unless otherwise agreed in Box	179	reasonable judgement of the Master and/or the Owners, performance of	264
22 according to York-Antwerp Rules 1994 and any subsequent modification	180	the Contract of Carriage, or any part of it, may expose, or is likely to expose,	265
thereof. Proprietors of cargo to pay the cargo's share in the general expenses	181	the Vessel, her cargo, crew or other persons on board the Vessel to War	266
even if same have been necessitated through neglect or default of the Owners'	182	Risks, the Owners may give notice to the Charterers cancelling this	267
servants (see Clause 2).	183	Contract of Carriage, or may refuse to perform such part of it as may	268
If General Average is to be adjusted in accordance with the law and practice of	184	expose, or may be likely to expose, the Vessel, her cargo, crew or other	269
the United States of America, the following Clause shall apply: "In the event of	185	persons on board the Vessel to War Risks; provided always that if this	270
accident, danger, damage or disaster before or after the commencement of the	186	Contract of Carriage provides that loading or discharging is to take place	271
voyage, resulting from any cause whatsoever, whether due to negligence or	187	within a range of ports, and at the port or ports nominated by the Charterers	272
not, for which, or for the consequence of which, the Owners are not	188	the Vessel, her cargo, crew, or other persons on board the Vessel may be	273
responsible, by statute, contract or otherwise, the cargo shippers, consignees	189	exposed, or may be likely to be exposed, to War Risks, the Owners shall	274
or the owners of the cargo shall contribute with the Owners in General Average	190	first require the Charterers to nominate any other safe port which lies	275
to the payment of any sacrifices, losses or expenses of a General Average	191	within the range for loading or discharging, and may only cancel this	276
nature that may be made or incurred and shall pay salvage and special charges	192	Contract of Carriage if the Charterers shall not have nominated such safe	277
incurred in respect of the cargo. If a salving vessel is owned or operated by the	193	port or ports within 48 hours of receipt of notice of such requirement.	278
Owners, salvage shall be paid for as fully as if the said salving vessel or vessels	194	(3) The Owners shall not be required to continue to load cargo for any voyage,	279
belonged to strangers. Such deposit as the Owners, or their agents, may deem	195	or to sign Bills of Lading for any port or place, or to proceed or continue on	280
sufficient to cover the estimated contribution of the goods and any salvage and	196	any voyage, or on any part thereof, or to proceed through any canal or	281
special charges thereon shall, if required, be made by the cargo, shippers,	197	waterway, or to proceed to or remain at any port or place whatsoever,	282
consignees or owners of the goods to the Owners before delivery."	198	where it appears, either after the loading of the cargo commences, or at	283
		any stage of the voyage thereafter before the discharge of the cargo is	284
		completed, that, in the reasonable judgement of the Master and/or the	285
		Owners, the Vessel, her cargo (or any part thereof), crew or other persons	286
		on board the Vessel (or any one or more of them) may be, or are likely to be,	287
		exposed to War Risks. If it should so appear, the Owners may by notice	288
		request the Charterers to nominate a safe port for the discharge of the	289
		cargo or any part thereof, and if within 48 hours of the receipt of such	290
		notice, the Charterers shall not have nominated such a port, the Owners	291
		may discharge the cargo at any safe port of their choice (including the port	292
		of loading) in complete fulfilment of the Contract of Carriage. The Owners	293
		shall be entitled to recover from the Charterers the extra expenses of such	294
		discharge and, if the discharge takes place at any port other than the	295
		loading port, to receive the full freight as though the cargo had been	296
13. Taxes and Dues Clause	199		
(a) <u>On Vessel</u> -The Owners shall pay all dues, charges and taxes customarily	200		
levied on the Vessel, howsoever the amount thereof may be assessed.	201		
(b) <u>On cargo</u> -The Charterers shall pay all dues, charges, duties and taxes	202		
customarily levied on the cargo, howsoever the amount thereof may be	203		
assessed.	204		
(c) <u>On freight</u> -Unless otherwise agreed in Box 23, taxes levied on the freight	205		
shall be for the Charterers' account.	206		
14. Agency	207		
In every case the Owners shall appoint their own Agent both at the port of	208		
loading and the port of discharge.	209		
15. Brokerage	210		
A brokerage commission at the rate stated in Box 24 on the freight, dead-freight	211		
and demurrage earned is due to the party mentioned in Box 24.	212		
In case of non-execution 1/3 of the brokerage on the estimated amount of	213		
freight to be paid by the party responsible for such non-execution to the	214		
Brokers as indemnity for the latter's expenses and work. In case of more	215		
voyages the amount of indemnity to be agreed.	216		
16. General Strike Clause	217		
(a) If there is a strike or lock-out affecting or preventing the actual loading of the	218		
cargo, or any part of it, when the Vessel is ready to proceed from her last port or	219		

"Gencon" Charter (As Revised 1922, 1976 and 1994)

18. General Ice Clause 345

Port of loading 346

(a) In the event of the loading port being inaccessible by reason of ice when the 347
Vessel is ready to proceed from her last port or at any time during the voyage or 348
on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the 349
Master for fear of being frozen in is at liberty to leave without cargo, and this 350
Charter Party shall be null and void. 351

(b) If during loading the Master, for fear of the Vessel being frozen in, deems it 352
advisable to leave, he has liberty to do so with what cargo he has on board and 353
to proceed to any other port or ports with option of completing cargo for the 354
Owners' benefit for any port or ports including port of discharge. Any part 355
cargo thus loaded under this Charter Party to be forwarded to destination at the 356
Vessel's expense but against payment of freight, provided that no extra 357
expenses be thereby caused to the Charterers, freight being paid on quantity 358
delivered (in proportion if lumpsum), all other conditions as per this Charter 359
Party. 360

(c) In case of more than one loading port, and if one or more of the ports are 361
closed by ice, the Master or the Owners to be at liberty either to load the part 362
cargo at the open port and fill up elsewhere for their own account as under 363
section (b) or to declare the Charter Party null and void unless the Charterers 364
agree to load full cargo at the open port. 365

Port of discharge 366

(a) Should ice prevent the Vessel from reaching port of discharge the 367
Charterers shall have the option of keeping the Vessel waiting until the re- 368
opening of navigation and paying demurrage or of ordering the Vessel to a safe 369
and immediately accessible port where she can safely discharge without risk of 370
detention by ice. Such orders to be given within 48 hours after the Master or the 371
Owners have given notice to the Charterers of the impossibility of reaching port 372

19. Law and Arbitration

(a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrator so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within 14 days, failing which the decision of the single arbitrator appointed shall be final.

For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

(b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc.

(c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.

(d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply.

(a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.

** Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.

Opšti brodarski ugovor na vrijeme

Ship Brokers		THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) GENERAL TIME CHARTER PARTY CODE NAME: "GENTIME"	
		 PART I	
2. Owners/Disponent Owners/Place of business (State full name, address, tele and fax. No.)		3. Charterers/Place of business (State full name, address, telex and fax. No.)	
4. Vessel's Name		5. Vessel's Description Flag: Year Built: Class: M/tons Deadweight (Summer): GT/NT: Grain/Bale Capacity: Speed capability in knots (about) Consumption in m/tons at above speed (about) (Speed and Consumption on Summer dwt in good weather, max. windspeed 48k)	
6. Period of Charter (Cl. 1(a))			
6(a). Margin on Final Period (Cl. 1(a))			
7. Optional Period and Notice (Cl. 1(a))			
8. Delivery Port/Place or Range (Cl. 1(b))			
9. Earliest Delivery Date/Time (Cl. 1(c))	10. Cancellation Date/Time (Cl. 1(c)(d))		
11. Notices of Delivery (Cl. 1(e))	12. Intended First Cargo (Cl. 1(f))		
13. Trading Limits and Excluded Countries (Cl. 2(a))			
14. Excepted Countries (Cl. 2(b))			

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 The Baltic and International Maritime Council (BIMCO), Copenhagen
 Issued: September 1989

(continued overleaf)

(Continued)

"GENTIME" General Time Charter Party**PART I**

15. Excluded Cargoes (Cl. 3(b))			
16. Hazardous Cargo Limit (Cl. 3(c))	17. Redelivery Port/Place or Range (Cl. 4(a))		18. Notices of Redelivery (Cl. 4(c))
19. Fuel Quantity on Delivery (Cl. 6(a))	20. Fuel Quantity on Redelivery (Cl. 6(a))	21. Fuel Price on Delivery (Cl. 6(c))	22. Fuel Price on Redelivery (Cl. 6(c))
23. Fuel Specifications (Cl. 6(d))			
24. Hire (Cl. 8(a))	25. Owner's Bank Account (Cl. 8(b))		
26. Grace Period (Cl. 8(c))	27. Max. Period for Requisition (Cl. 9(c))	28. General Average Adjustment (Cl. 14(b))	
29. Supercargo (Cl. 15(f))	30. Victualling (Cl. 15(g))	31. Representation (Cl. 15(h))	32. Hold Cleaning by Crew (Cl. 15(m))
33. Lumpsum for Hold Cleaning on Redelivery (Cl. 15(m))		34. Vessel's Insured Value (Cl. 20(a))	
35. Law and Arbitration (state Cl. 22(a), 22(b) or 22(c) of Cl. 22 as agreed; if 22(c) agreed, place of arbitration must be stated (Cl. 22))		36. Commission and to whom payable (Cl. 23)	
37. Additional Clauses			

It is agreed that this Contract shall be performed subject to the conditions contained in this Charter Party consisting of PART I including any additional clauses agreed stated in Box 37 and PART II as well as Appendix A attached thereto. In the event of any conflict of conditions, the provisions of PART I and Appendix A shall prevail those of PART II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
--------------------	------------------------

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"GENTIME" General Time Charter Party

It is agreed on the date shown in Box 1 between the party named in Box 2 as Owners/		1	4. Redelivery	87
Disponent Owners (hereinafter called "the Owners") of the Vessel named in Box 4, of		2	(a) <u>Redelivery Place</u> - The Charterers shall redeliver the Vessel to the Owners at	88
the description stated in Box 5 and the party named in Box 3 as Charterers as follows:		3	the port or place stated in Box 17 or a port or place within the range stated in Box 17,	89
			in the same order and condition as when the Vessel was delivered, fair wear and	90
			tear excepted.	91
1. Period and Delivery		4	(b) <u>Acceptance of Redelivery</u> - Acceptance of redelivery of the Vessel by the Owners	92
(a) <u>Period</u> - In consideration of the hire stated in Box 24 the Owners let and the		5	shall not prejudice their rights against the Charterers under this Charter Party.	93
Charterers hire the Vessel for the period(s) stated in Box 6.		6	(c) <u>Notice</u> - The Charterers shall give the Owners not less than the number of days	94
The Charterers shall have the option to extend the Charter Party by the period(s)/		7	notice stated in Box 18 indicating the port or place of redelivery and the expected	95
trip(s) stated in Box 7 which option shall be exercised by giving written notice to the		8	date on which the Vessel is to be ready for redelivery.	96
Owners on or before the date(s) stated in Box 7.		9	(d) <u>Last Voyage</u> - The Charterers warrant that they will not order the Vessel to commence	97
Unless otherwise agreed, the Charterers shall have the option to increase or to		10	a voyage (including any preceding ballast voyage) which cannot reasonably be	98
reduce the final period of the Charter Party by up to the number of days stated in		11	expected to be completed in time to allow redelivery of the Vessel within the period	99
Box 6(a), which shall be applied only to the period finally declared.		12	agreed and declared as per Clause 1(a). If, nevertheless, such an order is given, the	100
(b) <u>Delivery Place</u> - The Owners shall deliver the Vessel to the Charterers at the port or		13	Owners shall have the option: (i) to refuse the order and require a substitute order	101
place stated in Box 8 or a port or place within the range stated in Box 8.		14	allowing timely redelivery; or (ii) to perform the order without prejudice to their rights	102
(c) <u>Delivery Time</u> - Delivery shall take place no earlier than the date/time stated in Box		15	to claim damages for breach of charter in case of late redelivery. In any event, for	103
9 and no later than the date/time stated in Box 10. Delivery shall be effected at any		16	the number of days by which the period agreed and declared as per Clause 1(a) is	104
time day or night, Saturdays, Sundays and holidays included.		17	exceeded, the Charterers shall pay the market rate if this is higher than the rate	105
(d) <u>Cancellation</u> - Should the Vessel not be delivered by the date/time stated in Box 10		18	stated in Box 24.	106
the Charterers shall have the option to cancel the Charter Party without prejudice		19		
to any claims the Charterers may otherwise have on the Owners under the Charter		20		
Party. If the Owners anticipate that, despite their exercise of due diligence, the		21	5. On/Off-hire Surveys	107
Vessel will not be ready for delivery by the date/time stated in Box 10, they may		22	Joint on-hire and off-hire surveys shall be conducted by mutually acceptable surveyors	108
notify the Charterers in writing, stating the anticipated new date of readiness for		23	at ports or places to be agreed. The on-hire survey shall be conducted without loss of	109
delivery, proposing a new cancelling date/time and requiring the Charterers to		24	time to the Charterers, whereas the off-hire survey shall be conducted in the Charterers'	110
declare whether they will cancel or will take delivery of the Vessel. Should the		25	time. Survey fees and expenses shall be shared equally between the Owners and the	111
Charterers elect not to cancel or should they fail to reply within two (2) working		26	Charterers.	112
days (as applying at the Charterers' place of business) of receipt of such notification,		27	Both surveys shall cover the condition of the Vessel and her equipment as well as	113
then unless otherwise agreed, the proposed new cancelling date/time will replace		28	quantities of fuels remaining on board. The Owners shall instruct the Master to co-	114
the date/time stated in Box 10. This provision shall operate only once and should		29	operate with the surveyors in conducting such surveys.	115
the Vessel not be ready for delivery at the new cancelling date/time the Charterers		30		
shall have the option of cancelling this Charter Party.		31	6. Bunkers	116
(e) <u>Notice(s)</u> - The Owners shall give the Charterers not less than the number of days		32	(a) <u>Quantity at Delivery/Redelivery</u> - The Vessel shall be delivered with about the quantity	117
notice stated in Box 11 of the date/time on which the Vessel is expected to be		33	of fuels stated in Box 19 and, unless indicated to the contrary in Box 20, the Vessel	118
delivered and shall keep the Charterers closely advised of possible changes in the		34	shall be redelivered with about the same quantity, provided that the quantity of	119
Vessel's expected date/time of delivery. The Owners shall give the Charterers and/or		35	fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest	120
their local agents notice of delivery when the Vessel is in a position to come on hire.		36	port at which fuels of the required type or better are available.	121
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shall be clean and in all respects ready to receive the intended cargo identified in		38	at scheduled ports, without hindrance to the operation of the Vessel, and by prior	123
Box 12, failing which the Vessel shall be off-hire from the time of rejection until she		39	arrangement between the parties, the Owners shall allow the Charterers to bunker	124
is deemed ready.		40	for the account of the Charterers prior to delivery and the Charterers shall allow the	125
(g) <u>Charterers' Acceptance</u> - Acceptance of delivery of the Vessel by the Charterers		41	Owners to bunker for the account of the Owners prior to redelivery.	126
shall not prejudice their rights against the Owners under this Charter Party.		42	(c) <u>Purchase Price</u> - The Charterers shall purchase the fuels on board at delivery	127
			at the price stated in Box 21 and the Owners shall purchase the fuels on board at	128
			redelivery at the price stated in Box 22. The value of the fuel on delivery shall be	129
			paid together with the first instalment of hire.	130
2. Trading Areas		43	(d) <u>Bunkering</u> - The Charterers shall supply fuel of the specifications and grades stated	131
(a) <u>Trading Limits</u> - The Vessel shall be employed in lawful trades within Institute Warranty		44	in Box 23. The fuels shall be of a stable and homogeneous nature and unless	132
Limits (IWL) and within the trading limits as stated in Box 13 between safe ports or		45	otherwise agreed in writing, shall comply with ISO standard 8217: 1996 or any	133
safe places where she can safely enter, lie always afloat, and depart.		46	subsequent amendments thereof as well as with the relevant provisions of Moprol.	134
(b) <u>Excluded Countries</u> - The Owners warrant that at the time of delivery the Vessel will		47	The Chief Engineer shall co-operate with the Charterers' bunkering agents and	135
not have traded to any of the countries listed in Box 14.		48	fuel suppliers and comply with their requirements during bunkering, including but	136
(c) <u>Ice</u> - The Vessel shall not be required to enter or remain in any icebound port or		49	not limited to checking, verifying and acknowledging sampling, readings or	137
area, nor any port or area where lights, lightships, markers or buoys have been or		50	soundings, meters etc. before, during and/or after delivery of fuels. During delivery	138
are about to be withdrawn by reason of ice, nor where on account of ice there is risk		51	four representative samples of all fuels shall be taken at a point as close as possible	139
that, in the ordinary course of events, the Vessel will not be able safely to enter and		52	the Vessel's bunker manifold. The samples shall be labeled and sealed and	140
remain in the port or area or to depart after completion of loading or discharging.		53	signed by suppliers, Chief Engineer and the Charterers or their agents. Two samples	141
The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval,		54	shall be retained by the suppliers and one each by the Vessel and the Charterers.	142
may follow ice-breakers when reasonably required, with due regard to her size,		55	If any claim should arise in respect of the quality or specification or grades of the	143
construction and class. If, on account of ice, the Master considers it dangerous to		56	fuels supplied, the samples of the fuels retained as aforesaid shall be analysed by	144
remain at the port or place of loading or discharging for fear of the Vessel being		57	a qualified and independent laboratory.	145
frozen in and/or damaged he shall be at liberty to sail to any convenient place and		58	(e) <u>Liability</u> - The Charterers shall be liable for any loss or damage to the Owners	146
there await the Charterers' new instructions.		59	caused by the supply of unsuitable fuels or fuels which do not comply with the	147
			specifications and grades set out in Box 23 and the Owners shall not be held liable	148
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a hazardous, injurious, or noxious nature or IMO-classified cargo shall not be carried		62	shall comply with the law and national regulations of the countries to which the	154
without the Owners' prior consent in which case it shall be carried only in accordance		63	Vessel may be employed and the Owners shall ensure that the Vessel is at all times	155
with the provisions of sub-clause (c) of this Clause.		64	in possession of valid certificates to establish compliance with such regulations. If	156
(b) <u>Excluded Cargoes</u> - Without prejudice to the generality of the foregoing, the following		65	stevedores are not permitted to work due to failure of the Master and/or the Owners	157
cargoes shall be excluded: livestock, arms, ammunition, explosives, nuclear and		66	to comply with the aforementioned regulations or because the Vessel is not in	158
radioactive material other than radio-isotopes as described in sub-clause (d) of this		67	possession of such valid certificates, then the Charterers may suspend hire for the	159
clause and any other cargoes enumerated in Box 15.		68	time lost thereby and the Owners shall pay all expenses incurred incidental to and	160
(c) <u>Hazardous Cargoes</u> - If the Owners agree that the Charterers may carry hazardous,		69	resulting from such failure (see Clause 11(d)).	161
injurious, noxious or IMO-classified cargo, the amount of such cargo shall be limited		70	(b) <u>Breakdown of Vessel's Gear</u> - All cargo handling gear, including derricks/cranes/	162
to the quantity indicated in Box 16 and the Charterers shall provide the Master with		71	winchies if any, shall be kept in good working order and the Owners shall exercise	163
evidence that the cargo has been packed, labeled and documented and shall be		72	due diligence in maintaining such gear. In the event of loss of time due to a breakdown	164
loaded and stowed in accordance with IMO regulations, any mandatory local		73	of derrick(s), crane(s) or winch(es) for any period by reason of disablement or	165
requirements and regulations and/or recommendations of the competent authorities		74	insufficient power, the hire shall be reduced for the actual time lost thereby during	166
of the country of the Vessel's registry. Failure to observe the foregoing shall entitle		75	loading/discharging unless the lost time is caused by negligence of the Charterers	167
the Master to refuse such cargo or, if already loaded, to discharge it in the Charterers'		76	or their servants. If the Charterers continue working by using shore-crane(s) the	168
time and at their risk and expense.		77	Owners shall pay the cost of shore craneage, to an amount not exceeding the	169
(d) <u>Radio-active Cargoes</u> - Radio-isotopes, used or intended to be used for industrial,		78	amount of hire payable to the Owners for such period.	170
commercial, agricultural, medical or scientific purposes, may be carried subject to		79	(c) <u>Suez and Panama Canal</u> - During the currency of this Charter Party the Vessel	171
prior consent by the Owners and the Master, provided that they are not of such a		80	shall be equipped with all necessary fittings in good working order for Suez and	172
category as to invalidate the Vessel's P & I cover.		81	Panama Canal transit.	173
(e) <u>Containers</u> - If cargo is carried in ISO-containers such containers shall comply with		82		
the International Convention for Safe Containers.		83		
(f) <u>Deck Cargo</u> - Subject to the Master's prior approval, which shall not be unreasonably		84		
withheld, cargo may be carried on deck in accordance with the provisions of Clauses		85		
17 (c) and 18.		86		

PART II

"GENTIME" General Time Charter Party

(d) Lighting - The Owners shall ensure that the Vessel will supply, free of expense to the Charterers, sufficient lighting on deck and in holds to permit 24 hour working.	174	heard of. Any hire paid in advance and not earned shall be returned to the Charterers and payment of any hire due shall be deferred until the Vessel is reported safe.	261 262
B. Hire	175	11. Owners' Obligations	263
(a) Rate - The Charterers shall pay hire per day or pro rata for any part of a day from the time the Vessel is delivered to the Charterers until her redelivery to the Owners, in the currency and at the rate stated in Box 24. In the event that additional hire is payable in accordance with Clause 9(d) such hire shall be based on the rate applicable at the time of redelivery. All calculation of hire shall be made by reference to UTC (Universal Time Coordinated).	177 178 179 180 181 182	Except as provided elsewhere in this Charter Party, the Owners shall deliver the Vessel in the Class indicated in Box 5 and in a thoroughly efficient state of hull and machinery and shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service throughout the period of the Charter Party.	264 265 266 267
(b) Payment - Subject to sub-clause (d) payment of hire shall be made in advance in full, without discount every 15 days to the Owners' bank account designated in Box 25 or to such other account as the Owners may from time to time designate in writing, in funds available to the Owners on the due date.	183 184 185 186	Nothing contained in this Charter Party shall be construed as a demise of the Vessel to the Charterers and the Owners remain at all times responsible for her navigation and for the due performance of related services, including but not limited to pilotage and towage even if paid for by the Charterers.	268 269 270 271
(c) Default - In default of punctual and regular payment of hire the Owners shall have the right to withdraw the Vessel without prejudice to any other claim the Owners may have against the Charterers under this Charter Party.	187 188 189	Unless otherwise agreed, the Owners shall provide and pay for the costs of the following:-	272
Where there is a failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 26 (as recognized at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 26 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel without further notice and without prejudice to any other claim they may have against the Charterers.	190 191 192 193 194 195 196 197 198 199	(a) Wages - Master's, Officers' and Crew's wages.	273
Further, at any time after the period stated in Box 26, as long as hire remains unpaid, the Owners shall, without prejudice to their right to withdraw, be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby agree to indemnify the Owners. Notwithstanding the provisions of Clause 9(a)(ii), hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.	200 201 202 203 204 205	(b) Stores - All provisions, deck and engine-room stores, including lubricants.	274
(d) Deductions - On production of supporting vouchers the Charterers shall be entitled to deduct from the net hire due any expenditure incurred on behalf of the Owners which is for the Owners' account under this Charter Party. If such expenditure is incurred in a currency other than that in which hire is payable, conversion into such currency for the purpose of deduction shall be effected at the rate of exchange prevailing on the date the expenditure was incurred.	206 207 208 209 210 211 212	(c) Insurance of the Vessel - (See Clause 20).	275
(e) Redelivery Adjustment - Should the Vessel be on her voyage towards the port or place of redelivery at the time payment of hire becomes due, said payment shall be made for the estimated time necessary to complete the voyage, less the estimated value of the fuels remaining on board at redelivery. When the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as appropriate, but not later than thirty days after redelivery of the Vessel.	213 214 215 216 217 218	(d) Crew's assistance for :-	276
9. Off-hire	219	(i) preparing the Vessel's cranes, derricks, winches and/or cargo handling gear for use.	277
After delivery in accordance with Clause 1 hereof the Vessel shall remain on hire until redelivered in accordance with Clause 4, except for the following periods:	220	(ii) opening and closing any hatches (other than pontoon type hatches), ramps and other means of access to cargo.	278
(a) Inability to Perform Services	221	(iii) docking, undocking and shifting operations in port.	279
If the Vessel is unable to comply with the instructions of the Charterers on account of:	222	(iv) bunkering.	280
(i) any damage, defect, breakdown, deficiency of, or accident to the Vessel's hull, machinery, equipment or repairs or maintenance thereto, including drydocking, excepting those occasions where Clauses 7(b) and 16(b) apply.	223 224 225 226	(v) maintaining power during loading and discharging operations.	281
(ii) any deficiency of the Master, Officers and/or Crew, including the failure or refusal or inability of the Master, Officers and/or Crew to perform services when required;	227	(vi) instructing crane drivers and winchmen in the use of the Vessel's gear.	282
(iii) Arrest of the Vessel at the suit of a claimant except where the arrest is caused by, or arises from any act or omission of the Charterers, their servants, agents or sub-contractors;	228 229 230 231	The above services will be rendered by the crew if required, provided port and local regulations permit; otherwise charges for such services shall be for the Charterers' account.	283 284 285 286 287
(iv) the terms of employment of the Master, Officers and/or Crew;	232	(e) Documentation - Any documentation relating to the Vessel as required at the commencement of the Charter Party to permit the Vessel to trade within the limits provided in Box 13, including but not limited to international tonnage certificate, Suez and Panama tonnage certificates, certificate of registry, certificates relating to the strength, safety and/or serviceability of the Vessel's gear and certificates of financial responsibility for oil pollution as long as such oil pollution certificates can be obtained by the Owners in the market on ordinary commercial terms.	288 289 290 291 292 293
(b) Deviation - In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which she is bound under the instructions of the Charterers) for reasons other than to save life or property the Vessel shall be off-hire from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel alter course to avoid bad weather or be driven into port or anchorage by stress of weather, the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.	233 234 235 236 237 238 239 240 241 242	Such documentation shall be maintained during the currency of the Charter Party as necessary.	294 295 296
(c) Requisition - Should the Vessel be requisitioned by any government or governmental authority during the period of this Charter Party, the Owners shall immediately notify the Charterers. The Vessel shall be off-hire during the period of such requisition and any hire or compensation paid by any government or governmental authority in respect of such requisition shall be paid to the Owners. However, if the period of requisition exceeds the number of days stated in Box 27, either party shall have the option of cancelling the balance period of the Charter Party, by giving 14 days notice of cancellation to the other.	243 244 245 246 247 248 249 250	(f) Deratification - A deratification certificate at the commencement of the Charter Party and any renewal thereof throughout the Charter Party, except if certification is required as a result of the cargo carried or ports visited under this Charter Party in which case all expenses in connection therewith shall be for the account of the Charterers.	297 298 299 300
(d) Addition to Charter Period - Any time during which the Vessel is off-hire under this Charter Party may be added, at the option of the Charterers, to the charter period as determined in accordance with Clause 1(a). Such option shall be declared in writing not less than one month before the expected date of redelivery, or latest one week after the event if such event occurs less than one month before the expected date of redelivery.	251 252 253 254 255 256 257	(g) Smuggling - Any fines, taxes or imposts levied in the event of smuggling by the Master, Officers and/or Crew. The Vessel shall be off-hire for any time lost as a result thereof. See also Clause 13(f).	301 302 303
10. Loss of Vessel	258	12. Master	304
This Charter Party shall terminate and hire shall cease at noon on the day the Vessel is lost or becomes a constructive total loss and if missing, at noon on the date when last	259 260	The Master shall be conversant with the English language and, although appointed by the Owners, shall at all times during the currency of this Charter Party be under the orders and directions of the Charterers as regards employment, agency or other arrangements. The Master shall prosecute all voyages with due dispatch and supervise loading and discharging operations to ensure that the seaworthiness of the Vessel is not affected.	305 306 307 308 309 310 311 312 313 314
		13. Charterers' Obligations	315
		The Charterers shall keep and care for the cargo at loading and discharging ports, be responsible for the stevedoring operations enumerated under sub-clause 13(d), arrange any transhipment and properly deliver the cargo at destination.	316 317 318
		The Charterers shall furnish the Master with full and timely instructions and unless otherwise agreed, they shall provide and pay for the costs of the following throughout the currency of this Charter Party:	319 320 321
		(a) Voyage Expenses - All port charges (including compulsory charges for shore watchmen and garbage removal), light and canal dues, pilotage, towage, consular charges, and all other charges and expenses relating to the cargo and/or to the Vessel as a result of her employment hereunder, other than charges or expenses provided for in Clause 11.	322 323 324 325 326
		(b) Bunker Fuel (See Clause 6). - All fuels except for quantities consumed while the Vessel is off-hire.	327 328
		(c) Agency Costs - All agency fees for normal ship's husbandry at all ports or places of call.	329 330
		(d) Stevedoring - All stevedoring operations during the currency of this Charter Party including receipt, loading, handling, stuffing containers, stowing, lashing, securing, unsecuring, unlashng, discharging, stripping containers, tallying and delivering of all cargo.	331 332 333 334
		(e) Advances to Master - Reasonable funds which, upon request by the Owners, are to be made available by Charterers' local agents to the Master for disbursements. The Charterers may deduct such advance funds from hire payments.	335 336 337
		(f) Contraband - Any fines, taxes or imposts levied in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo and/or in containers on board. The Vessel shall remain on hire during any time lost as a result thereof. However, if it is established that the Master, Officers and/or Crew are involved in smuggling then any security required shall be provided by the Owners. See also Clause 11(g).	338 339 340 341 342 343
		14. Owners' Requirements	344
		(a) Maintenance - Without prejudice to the provisions of Clause 9(a)(i), the Owners shall have the right to take the Vessel out of service at any time for emergency	345 346

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repairs, and by prior arrangement with the Charterers for routine maintenance, including drydocking.	347	steps to effect all the economies in operating costs. The laying-up port or place and laid-up arrangements shall be subject to approval by the Owners' insurers. Laying-up preparation and reactivation cost, and all expenses incurred shall be for the Charterers' account. The Charterers shall give sufficient notice of their intention in this respect to enable the Owners to make necessary arrangements for decommissioning and recommissioning. The Owners must give prompt credit to the Charterers for all economies achieved.	436
(b) <u>General Average</u> - General Average shall be adjusted, stated and settled at the place shown in Box 28 according to the York-Antwerp Rules 1994 or any subsequent modification thereto by an adjuster appointed by the Owners. Charter hire shall not contribute to General Average.	348	(m) <u>Cleaning</u> - The Charterers may request the Owners to direct the crew to sweep and/or wash and/or clean the holds between voyages and/or between cargoes against payment at the rate per hold stated in Box 32, provided the crew is able to undertake such work and is allowed to do so by local regulations. In connection with any such operation the Owners shall not be responsible if the Vessel's holds are not accepted or passed.	437
General Average shall be adjusted in any currency at the sole option of the Owners. Exchange into the currency of adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the Vessel for allowances, contributory values etc.	349	In lieu of cleaning the Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against the lump sum payment stated in Box 33 excluding the disposal of dunnage and/or waste, which shall be for Charterers' account.	438
The Charterers agree to co-operate with the Owners and their appointed adjuster by supplying manifest and other information and, where required, to endeavour to secure the assistance of the Charterers' local agents in the collection of security, at the Owners' expense.	350		439
(c) <u>Salvage</u> - All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the Charter Party for time lost in the salvage, damage to the Vessel and fuel consumed. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to settle its amount.	351		440
(d) <u>Lien</u> - The Charterers warrant that they will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. In no event shall the Charterers procure, nor permit to be procured, for the Vessel, any supplies, necessities or services without previously obtaining a statement signed by an authorised representative of the furnisher thereof, acknowledging that such supplies, necessities or services are being furnished on the credit of the Charterers and not on the credit of the Vessel or of the Owners and that the furnisher claims no maritime lien on the Vessel therefor.	352		441
The Owners shall have a lien on all shipped cargo before or after discharge and on all sub-freights and/or sub-hire including deadfreight and demurrage, for any amount due under this Charter Party including but not limited to unpaid charter hire, unreimbursed Charterers' expenses initially paid by the Owners, and contributions in general average properly due.	353		442
The Charterers shall ensure that such lien is incorporated in all documents containing or evidencing Contracts of Carriage issued by them or on their behalf.	354		443
	355		444
5. Charterers' Requirements	356		445
(a) <u>Plans</u> - On concluding this Charter Party or as soon as practical thereafter the Owners shall provide the Charterers with copies of any operational plans or documents that the Charterers may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redelivery.	357		446
(b) <u>Flag and Funnel</u> - If they so require, the Charterers shall, during the currency of this Charter Party, be allowed to fly their house flag and/or paint the funnel in the Charterers' colours. All alterations including re-statement shall be effected in the Charterers' time and at their expense.	358		447
(c) <u>Communications Facilities</u> - The Owners shall permit the Charterers' use of the Vessel's communication facilities at cost.	359		448
(d) <u>Logs</u> - The Owners shall maintain full deck and engine room logs during the currency of this Charter Party and the Charterers shall have full access to all the Vessels logs, rough and official, covering this period. The Owners undertake to produce all such documentation promptly upon written request of the Charterers and to allow them to make copies of relevant entries.	360		449
(e) <u>Replacement of Master and Officers</u> - If the Charterers shall have reason to be dissatisfied with the conduct of the Master or Officers, the Owners shall, on receiving particulars of the complaint in writing, investigate same and, if necessary, replace the offending party or parties at their expense.	361		450
(f) <u>Supercargo</u> - The Owners shall provide and maintain a clean and adequate room for the Charterers' Supercargo if any, furnished to the same standard as officers' accommodation. The Supercargo shall be victualled with the Vessel's officers. The Charterers shall pay at the daily rate shown in Box 29 for his accommodation and victualling. The Supercargo shall be on board at the risk and expense of the Charterers and both Charterers and Supercargo shall sign the customary indemnity forms.	362		451
(g) <u>Victualling</u> - The Owners shall, when requested and authorised in writing by the Charterers or their agents, victual other officials and servants of the Charterers at the rate per person per meal shown in Box 30.	363		452
(h) <u>Representation</u> - Expenses for representation incurred by the Master for the Charterers' account and benefit shall be settled by the Charterers' payment of the amount stated in Box 31, per month or pro rata. The Charterers shall indemnify the Owners against all consequences and/or liabilities including customs fines which may result from such representation.	364		453
(i) <u>Sub-Letting</u> - The Charterers shall have the right to sub-let all or part of the Vessel whilst remaining responsible to the Owners for the performance of this Charter Party.	365		454
(j) <u>Inspections</u> - The Charterers shall, upon giving reasonable notice, have the right to a superficial inspection of the Vessel in their time and the Master shall within reason co-operate with the Charterers to facilitate their inspection of the Vessel. The Charterers shall pay for any and all expenses associated with such inspection and the Owners shall be entitled to receive a copy of the report.	366		455
(k) <u>Weather Routing</u> - The Charterers may supply the Master with weather routing information during the currency of this Charter Party. In this event the Master, though not obliged to follow routing information, shall comply with the reporting procedure of the Charterers' weather routing service.	367		456
(l) <u>Laying up</u> - At the written request of the Charterers, the Owners shall at any time provide an estimate of any economies which may be possible in the event of laying-up the Vessel. The Charterers shall then have the right to order the laying-up of the Vessel at any time and for any period of time at a safe berth or safe place in their option, and in the event of such laying-up the Owners shall promptly take reasonable	368		457
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PART II

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- their agents in writing to sign bills of lading, waybills, through bills of lading, or multimodal bills of lading (hereafter collectively referred to as Contracts of Carriage) on the Owners' and/or Master's behalf in conformity with mate's receipts without prejudice to the terms and conditions of the Charter Party.
- (ii) In the event the Charterers and/or their agents, pursuant to the provisions of sub-clause 17(a)(i) above, sign Contracts of Carriage which extend the Owners' responsibility beyond the period during which the cargo is on board the Vessel the Charterers shall indemnify the Owners against any claims for loss, damage or expense which may result therefrom.
- (iii) Neither the Charterers nor their agents shall permit the issue of any Contract of Carriage (whether or not signed on behalf of the Owners or on behalf of the Charterers or on behalf of any Sub-Charterers) incorporating, where not compulsorily applicable, the Hamburg Rules or any other legislation giving effect to the Hamburg Rules or any other legislation imposing liabilities in excess of Hague or Hague-Visby Rules.
- (b) Protective Clauses - The Charterers warrant that Contracts of Carriage issued in respect of cargo under this Charter Party shall incorporate the clauses set out in Appendix A.
- (c) Deck Cargo - Unless the cargo is stowed in fully closed containers, placed on board the Vessel in areas designed for the carriage of containers with class-approved container fittings, and secured to the Vessel by means of class-approved Vessel's lashing gear or material, Contracts of Carriage covering cargo carried on deck shall be clause: "Agreed to be shipped on deck at Charterers', Shippers' and Receivers' risk, and responsibility for loss, damage or expense howsoever caused".
- (d) Defence of Claims - Should the Charterers issue or cause to be issued a Contract of Carriage in default of the provisions of this Clause 17, they shall be obliged upon written request by the Owners to take over, pay for the defence of and pay any liability established in respect of any claim brought against the Vessel and/or the Owners as a result of such default.
- (e) Premiums and Indemnity - The Charterers shall pay for, and/or indemnify the Owners against any loss, damage or expense which results from any breach of the provisions of this Clause 17.
- 18. Responsibilities**
- (a) Cargo Claims
- (i) Definition - For the purpose of this Clause 18(a), Cargo Claim means a claim for loss, damage, shortage, (including slackage, ulage or pilferage), overcarriage or delay to cargo including customs fines or fines in respect of such loss, damage, shortage, overcarriage or delay and includes:
- (1) any legal costs or interest claimed by the original claimant making such a claim;
- (2) all legal, Club correspondents' and experts' costs reasonably incurred in the defence of or in the settlement of the claim made by the original claimant, but shall not include any costs of whatsoever nature incurred in making a claim or in seeking an indemnity under this Charter Party.
- (ii) Claim Settlement - It is a condition precedent to the right of recovery by other party under this Clause 18(a) that the party seeking indemnity shall have first properly settled or compromised and paid the claim.
- (iii) Owners' Liability - The Owners shall be liable for any Cargo Claim arising or resulting from:
- (1) failure of the Owners or their servants to exercise due diligence before or at the beginning of each voyage to make the Vessel seaworthy;
- (2) failure of the Owners or their servants properly and carefully to carry, keep and care for the cargo while on board;
- (3) unreasonable deviation from the voyage described in the Contract of Carriage unless such deviation is ordered or approved by the Charterers;
- (4) errors in navigation or the management of the Vessel solely where the Contract of Carriage is subject to mandatory application of legislation giving effect to the Hamburg Rules.
- (iv) Charterers' Liability - The Charterers shall be liable for any Cargo Claim arising or resulting from:
- (1) the stowage operations enumerated under Clause 13(d) unless the Charterers prove that such Cargo Claim was caused by the unseaworthiness of the Vessel, in which case the Owners shall be liable;
- (2) any transhipment in connection with through-transport or multimodal transport, save where the Charterers can prove that the circumstances giving rise to the Cargo Claim occurred after commencement of the loading of the cargo onto the Vessel and prior to its discharge;
- (3) the carriage of cargo on deck unless such cargo is stowed in fully closed containers, placed on board the Vessel in areas designed for the carriage of containers with class-approved container fittings and secured to the Vessel by means of class-approved Vessel's lashing gear or material.
- (v) Shared Liability - All Cargo Claims arising from other causes than those enumerated under sub-clauses (ii) and (iv), shall be shared equally between the Owners and the Charterers unless there is clear and irrefutable evidence that the claim arose out of pilferage or the act or neglect of one or the other party or their servants or sub-contractors, in which case that party shall bear the full claim.
- (vi) Charterers' Own Cargo - If the cargo is the property of the Charterers, the Owners shall have the same responsibilities and benefits as they would have had under this Clause had the cargo been the property of a third party and carried under a Bill of Lading incorporating the Hague-Visby Rules.
- (b) Fines, etc. - The Charterers shall also be liable to the Owners for any losses, damages, expenses, fines, penalties, or claims which the Owners may incur or suffer by reason of the cargo or the documentation relating thereto failing to comply with any relevant laws, regulations, directions or notices of port authorities or other authorities, or by reason of any infestation, contamination or condemnation of the cargo or of infestation, damage or contamination of the Vessel by the cargo.
- (c) Deck cargo - The Charterers shall be liable to the Owners for any loss, damage, expense or delay to the Vessel howsoever caused and resulting from the carriage of cargo on deck save where the Charterers can prove that such loss, damage, expense or delay was the result of negligence on the part of the Owners and/or their servants.
- (d) Death or Personal Injury - Claims for death or personal injury having a direct connection with the operation of the Vessel shall be borne by the Owners unless such claims are caused by defect of the cargo or by the act, neglect or default of the Charterers, their servants, agents or sub-contractors.
- (e) Agency - The Owners authorise and empower the Charterers to act as the Owners' agents solely to ensure that, as against third parties, the Owners will have the benefit of any immunities, exemptions or liberties regarding the cargo or its carriage. Subject to the provisions of Clause 17 the Charterers shall have no authority to make any contracts imposing any obligations whatsoever upon the Owners in respect of the cargo or its carriage.
- (f) Indemnity and Limitation - The Owners and the Charterers hereby agree to indemnify each other against all loss, damage or expenses arising or resulting from any obligation to pay claims, fines or penalties for which the other party is liable in accordance with this Charter Party. Both the Owners and the Charterers shall retain their right to limit their liability against the other party in respect of any claim brought by way of indemnity, notwithstanding that the other party has been denied the right to limit against any third party or has failed in whatever manner to exercise its rights of limitation.
- (g) Time Bar - In respect of any Cargo Claims as between the Owners and the Charterers, brought under sub-clause 18(a), unless extensions of time have been sought or obtained from one party by the other or notice of arbitration has been given by either party, such claim(s) shall be deemed to be waived and absolutely time barred upon the expiry of two years reckoned from the date when the cargo was or should have been delivered. When the Hamburg Rules apply compulsorily the above time bar shall be extended to three years.
- 19. Exceptions**
- As between the Charterers and the Owners, responsibility for any loss, damage, delay or failure of performance under this Charter Party not dealt with in Clause 18(a), shall be subject to the following mutual exceptions:
- Act of God, act of war, civil commotions, strikes, lockouts, restraint of princes and rulers, and quarantine restrictions.
- In addition, any responsibility of the Owners not dealt with in Clause 18(a) shall be subject to the following exceptions:
- Any act, neglect or default by the Master, pilots or other servants of the Owners in the navigation or management of the Vessel, fire or explosion not due to the personal fault of the Owners or their Manager, collision or stranding, unforeseeable breakdown of or any latent defect in the Vessel's hull, equipment or machinery.
- The above provisions shall in no way affect the provisions as to off-hire in this Charter Party.
- 20. Insurances**
- (a) Hull and Machinery - The Owners warrant that the Vessel is insured for Hull, Machinery and basic War Risks purposes at the value stated in Box 34.
- (b) Protection and Indemnity (P & I) - The Owners warrant that throughout the period of the Charter Party the Vessel will be fully covered for P&I risks, including through transport cover, with underwriters approved by the Charterers which approval shall not be unreasonably withheld.
- The Charterers warrant that throughout the period of the Charter Party they will be covered for Charterers' liability risk by underwriters approved by the Owners which approval will not be unreasonably withheld.
- 21. War Risks ("Conwartime 1993")**
- (a) For the purpose of this Clause, the words:
- (i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warfare operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.
- (b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.
- (c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.
- (d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks, and the premiums and/or calls therefor shall be for their account.
- (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within,

"GENTIME" General Time Charter Party

Appendix A - Protective Clauses

WAR RISKS ("Voywar 1993")

- (1) For the purpose of this Clause, the words:
- (a) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.
- (2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.
- (4) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (5) The Vessel shall have liberty:-
- (a) to comply with all orders, directions, recommendations or advice as to departure, arrival routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;
- (b) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

- (c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
- (d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
- (e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
- (f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

B. CLAUSE PARAMOUNT

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 24 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation in the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract, save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

C. GENERAL AVERAGE

General Average shall be adjusted and settled at a port or place in the option of the Carrier according to the York-Antwerp Rules, 1994 or any subsequent amendment thereto.

D. HIMALAYA CLAUSE

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Charterers, Shippers, Consignees, owner of the goods or to any holder of a Bill of Lading issued under this Charter Party, for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid.

For the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agents or trustees on behalf of and for the benefit of all persons who might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this contract.

E. NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the

PART II

"GENTIME" General Time Charter Party

or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.	700 701 702 703	shall apply. *) (a), (b) and (c) are alternatives; indicate alternative agreed in Box 35	789 790
(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.	704 705 706 707 708	23. Commission The Owners shall pay a commission at the rate stated in Box 36 to the Broker(s) stated in Box 36 on any hire paid under this Charter Party or any continuation or extension thereof. If the full hire is not paid owing to breach of Charter Party by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.	791 792 793 794 795 796
(f) The Vessel shall have liberty:-	709	Should the parties agree to cancel this Charter Party, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.	797 798
(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, or any other body or group whatsoever acting with the power to compel compliance with their orders or directions;	710 711 712 713 714 715	In signing this Charter Party the Owners acknowledge their agreement with the brokers to pay the commissions described in this Clause.	799 800 801
(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	716 717 718 719	24. Notices Any notices as between the Owners and the Charterers shall be in writing and sent to the addresses stated in Boxes 2 and 3 as the case may be or to such other addresses as other party may designate to the other in writing.	802 803 804 805
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	720 721 722 723 724 725		
(iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	726 727		
(v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.	728 729 730		
(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.	731 732 733 734 735 736 737 738		
(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfillment of this Charter Party.	739 740 741		
22. Law and Arbitration	742		
*) (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party 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.	743 744 745 746 747		
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.	748 749 750		
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	751 752 753 754 755 756 757 758 759 760 761 762		
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	763 764		
In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	765 766 767 768		
*) (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	769 770 771 772 773 774 775 776 777		
In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	778 779 780 781 782		
*) (c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and stated in Box 35 and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at the place stated in Box 35, subject to the procedures applicable there.	783 784 785 786 787		
(d) If Box 35 in Part I is not appropriately filled in, sub-clause (a) of this Clause	788		

"GENTIME" General Time Charter Party
Appendix A - Protective Clauses

commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery.

F. BOTH-TO-BLAME COLLISION CLAUSE

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact.

Opšti ugovor o zakupu,

1. Shipbroker		BIMCO STANDARD BAREBOAT CHARTER CODE NAME: "BARECON 2001" 	
		PART I	
3. Owners/Place of business (Cl. 1)		2. Place and date	
		4. Bareboat Charterers/Place of business (Cl. 1)	
5. Vessel's name, call sign and flag (Cl. 1 and 3)			
6. Type of Vessel		7. GT/NT	
8. When/Where built		9. Total DWT (abt.) in metric tons on summer freeboard	
10. Classification Society (Cl. 3)		11. Date of last special survey by the Vessel's classification society	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3)			
13. Port or Place of delivery (Cl. 3)		14. Time for delivery (Cl. 4)	15. Cancelling date (Cl. 5)
16. Port or Place of redelivery (Cl. 15)		17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15)	
18. Running days' notice if other than stated in Cl. 4		19. Frequency of dry-docking (Cl. 10(g))	
20. Trading limits (Cl. 6)			
21. Charter period (Cl. 2)		22. Charter hire (Cl. 11)	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii))			
24. Rate of interest payable acc. to Cl. 11(f) and, if applicable, acc. to PART IV		25. Currency and method of payment (Cl. 11)	

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Vallensbækvej 61, DK-2625 Vallensbæk, Fax: +45 4366 0701

continued

(continued)

"BARECON 2001" STANDARD BAREBOAT CHARTER

PART I

26. Place of payment; also state beneficiary and bank account (Cl. 11)	27. Bank guarantee/bond (sum and place)(Cl. 24)(optional)
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business)(Cl. 12)	29. Insurance (hull and machinery and war risks)(state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k))(also state if Cl. 14 applies)
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g))	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g))
32. Latent defects (only to be filled in if period other than stated in Cl. 3)	33. Brokerage commission and to whom payable (Cl. 27)
34. Grace period (state number of clear banking days)(Cl. 28)	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration <u>must</u> be stated (Cl. 30)
36. War cancellation (indicate countries agreed)(Cl. 26(f))	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies)(optional)	38. Name and place of Builders (only to be filled in if PART III applies)
39. Vessel's Yard Building No. (only to be filled in if PART III applies)	40. Date of Building Contract (only to be filled in if PART III applies)
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) b) c)	
42. Hire/Purchase agreement (Indicate with "yes" or "no" whether PART IV applies)(optional)	43. Bareboat Charter Registry (indicate "yes" or "no" whether PART V applies)(optional)
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies)	45. Country of the Underlying Registry (only to be filled in if PART V applies)
46. Number of additional clauses covering special provisions, if agreed	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in the Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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PART II
"BARECON 2001" Standard Bareboat Charter

1. Definitions	1	Owners notice of cancellation within thirty-six (36)	65
In this Charter, the following terms shall have the	2	running hours after the cancelling date stated in Box	66
meanings hereby assigned to them:	3	15, failing which this Charter shall remain in full force	67
'The Owners' shall mean the party identified in Box 3;	4	and effect.	68
'The Charterers' shall mean the party identified in Box 4;	5	(b) If it appears that the Vessel will be delayed beyond	69
'The Vessel' shall mean the vessel named in Box 5 and	6	the cancelling date, the Owners may, as soon as they	70
with particulars as stated in Boxes 6 to 12.	7	are in a position to state with reasonable certainty the	71
'Financial Instrument' means the mortgage, deed of	8	day on which the Vessel should be ready, give notice	72
covenant or other such financial security instrument as	9	thereof to the Charterers asking whether they will	73
annexed to this Charter and stated in Box 28.	10	exercise their option of cancelling, and the option must	74
		then be declared within one hundred and sixty-eight	75
2. Charter Period	11	(168) running hours of the receipt by the Charterers of	76
In consideration of the hire detailed in Box 22, the	12	such notice or within thirty-six (36) running hours after	77
Owners have agreed to let and the Charterers have	13	the cancelling date, whichever is the earlier. If the	78
agreed to hire the Vessel for the period stated in Box 21	14	Charterers do not then exercise their option of cancelling,	79
("The Charter Period").	15	the seventh day after the readiness date stated in the	80
		Owners' notice shall be substituted for the cancelling	81
3. Delivery	16	date indicated in Box 15 for the purpose of this Clause 5.	82
<i>(not applicable when Part III applies, as indicated in Box 37)</i>	17	(c) Cancellation under this Clause 5 shall be without	83
(a) The Owners shall before and at the time of delivery	18	prejudice to any claim the Charterers may otherwise	84
exercise due diligence to make the Vessel seaworthy	19	have on the Owners under this Charter.	85
and in every respect ready in hull, machinery and	20		
equipment for service under this Charter.	21	6. Trading Restrictions	86
The Vessel shall be delivered by the Owners and taken	22	The Vessel shall be employed in lawful trades for the	87
over by the Charterers at the port or place indicated in	23	carriage of suitable lawful merchandise within the trading	88
Box 13 in such ready safe berth as the Charterers may	24	limits indicated in Box 20.	89
direct.	25	The Charterers undertake not to employ the Vessel or	90
(b) The Vessel shall be properly documented on	26	suffer the Vessel to be employed otherwise than in	91
delivery in accordance with the laws of the flag State	27	conformity with the terms of the contracts of insurance	92
indicated in Box 5 and the requirements of the	28	(including any warranties expressed or implied therein)	93
classification society stated in Box 10. The Vessel upon	29	without first obtaining the consent of the insurers to such	94
delivery shall have her survey cycles up to date and	30	employment and complying with such requirements as	95
trading and class certificates valid for at least the number	31	to extra premium or otherwise as the insurers may	96
of months agreed in Box 12.	32	prescribe.	97
(c) The delivery of the Vessel by the Owners and the	33	The Charterers also undertake not to employ the Vessel	98
taking over of the Vessel by the Charterers shall	34	or suffer her employment in any trade or business which	99
constitute a full performance by the Owners of all the	35	is forbidden by the law of any country to which the Vessel	100
Owners' obligations under this Clause 3, and thereafter	36	may sail or is otherwise illicit or in carrying illicit or	101
the Charterers shall not be entitled to make or assert	37	prohibited goods or in any manner whatsoever which	102
any claim against the Owners on account of any	38	may render her liable to condemnation, destruction,	103
conditions, representations or warranties expressed or	39	seizure or confiscation.	104
implied with respect to the Vessel but the Owners shall	40	Notwithstanding any other provisions contained in this	105
be liable for the cost of but not the time for repairs or	41	Charter it is agreed that nuclear fuels or radioactive	106
renewals occasioned by latent defects in the Vessel,	42	products or waste are specifically excluded from the	107
her machinery or appurtenances, existing at the time of	43	cargo permitted to be loaded or carried under this	108
delivery under this Charter, provided such defects have	44	Charter. This exclusion does not apply to radio-isotopes	109
manifested themselves within twelve (12) months after	45	used or intended to be used for any industrial,	110
delivery unless otherwise provided in Box 32.	46	commercial, agricultural, medical or scientific purposes	111
		provided the Owners' prior approval has been obtained	112
4. Time for Delivery	47	to loading thereof.	113
<i>(not applicable when Part III applies, as indicated in Box 37)</i>	48		
The Vessel shall not be delivered before the date	49	7. Surveys on Delivery and Redelivery	114
indicated in Box 14 without the Charterers' consent and	50	<i>(not applicable when Part III applies, as indicated in Box 37)</i>	115
the Owners shall exercise due diligence to deliver the	51	The Owners and Charterers shall each appoint	116
Vessel not later than the date indicated in Box 15.	52	surveyors for the purpose of determining and agreeing	117
Unless otherwise agreed in Box 18, the Owners shall	53	in writing the condition of the Vessel at the time of	118
give the Charterers not less than thirty (30) running days'	54	delivery and redelivery hereunder. The Owners shall	119
preliminary and not less than fourteen (14) running days'	55	bear all expenses of the On-hire Survey including loss	120
definite notice of the date on which the Vessel is	56	of time, if any, and the Charterers shall bear all expenses	121
expected to be ready for delivery.	57	of the Off-hire Survey including loss of time, if any, at	122
The Owners shall keep the Charterers closely advised	58	the daily equivalent to the rate of hire or pro rata thereof.	123
of possible changes in the Vessel's position.	59		
5. Cancelling	60	8. Inspection	124
<i>(not applicable when Part III applies, as indicated in Box 37)</i>	61	The Owners shall have the right at any time after giving	125
(a) Should the Vessel not be delivered latest by the	62	reasonable notice to the Charterers to inspect or survey	126
cancelling date indicated in Box 15, the Charterers shall	63	the Vessel or instruct a duly authorised surveyor to carry	127
have the option of cancelling this Charter by giving the	64	out such survey on their behalf:-	128
		(a) to ascertain the condition of the Vessel and satisfy	129

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themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;	130 131 132 133 134	between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.	196 197 198 199 200
(b) in dry-dock if the Charterers have not dry-docked her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and	135 136 137 138	(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.	201 202 203 204 205 206 207 208 209 210 211 212
(c) for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.	139 140 141 142 143	The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.	213 214 215 216 217 218
All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.	144 145 146	(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.	219 220 221 222 223 224 225 226 227 228 229 230
The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.	147 148 149 150 151	Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.	231 232 233
9. Inventories, Oil and Stores	152	(c) The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.	234 235 236 237
A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with the Owners on delivery and again on redelivery of the Vessel. The Charterers and the Owners, respectively, shall at the time of delivery and redelivery take over and pay for all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.	153 154 155 156 157 158 159 160 161 162 163 164 165 166 167	(d) Flag and Name of Vessel - During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. The Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.	238 239 240 241 242 243 244 245 246 247 248
10. Maintenance and Operation	168	(e) Changes to the Vessel - Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.	249 250 251 252 253 254 255 256
(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and, except as provided for in Clause 14(l), if applicable, at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.	169 170 171 172 173 174 175 176 177 178 179 180 181 182	(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The	257 258 259 260 261 262 263
(ii) New Class and Other Safety Requirements - In the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as	183 184 185 186 187 188 189 190 191 192 193 194 195		

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Charterers shall from time to time during the Charter	264	*)	(a) The Owners warrant that they have not effected	330
Period replace such items of equipment as shall be so	265		any mortgage(s) of the Vessel and that they shall not	331
damaged or worn as to be unfit for use. The Charterers	266		effect any mortgage(s) without the prior consent of the	332
are to procure that all repairs to or replacement of any	267		Charterers, which shall not be unreasonably withheld.	333
damaged, worn or lost parts or equipment be effected	268	*)	(b) The Vessel chartered under this Charter is financed	334
in such manner (both as regards workmanship and	269		by a mortgage according to the Financial Instrument.	335
quality of materials) as not to diminish the value of the	270		The Charterers undertake to comply, and provide such	336
Vessel. The Charterers have the right to fit additional	271		information and documents to enable the Owners to	337
equipment at their expense and risk but the Charterers	272		comply, with all such instructions or directions in regard	338
shall remove such equipment at the end of the period if	273		to the employment, insurances, operation, repairs and	339
requested by the Owners. Any equipment including radio	274		maintenance of the Vessel as laid down in the Financial	340
equipment on hire on the Vessel at time of delivery shall	275		Instrument or as may be directed from time to time during	341
be kept and maintained by the Charterers and the	276		the currency of the Charter by the mortgagee(s) in	342
Charterers shall assume the obligations and liabilities	277		conformity with the Financial Instrument. The Charterers	343
of the Owners under any lease contracts in connection	278		confirm that, for this purpose, they have acquainted	344
therewith and shall reimburse the Owners for all	279		themselves with all relevant terms, conditions and	345
expenses incurred in connection therewith, also for any	280		provisions of the Financial Instrument and agree to	346
new equipment required in order to comply with radio	281		acknowledge this in writing in any form that may be	347
regulations.	282		required by the mortgagee(s). The Owners warrant that	348
(g) <u>Periodical Dry-Docking</u> - The Charterers shall dry-	283		they have not effected any mortgage(s) other than stated	349
dock the Vessel and clean and paint her underwater	284		in Box 28 and that they shall not agree to any	350
parts whenever the same may be necessary, but not	285		amendment of the mortgage(s) referred to in Box 28 or	351
less than once during the period stated in Box 19 or, if	286		effect any other mortgage(s) without the prior consent	352
Box 19 has been left blank, every sixty (60) calendar	287		of the Charterers, which shall not be unreasonably	353
months after delivery or such other period as may be	288		withheld.	354
required by the Classification Society or flag State.	289	*)	(Optional, Clauses 12(a) and 12(b) are alternatives;	355
			indicate alternative agreed in Box 28).	356
11. Hire	290			
(a) The Charterers shall pay hire due to the Owners	291		13. Insurance and Repairs	357
punctually in accordance with the terms of this Charter	292		(a) During the Charter Period the Vessel shall be kept	358
in respect of which time shall be of the essence.	293		insured by the Charterers at their expense against hull	359
(b) The Charterers shall pay to the Owners for the hire	294		and machinery, war and Protection and Indemnity risks	360
of the Vessel a lump sum in the amount indicated in	295		(and any risks against which it is compulsory to insure	361
Box 22 which shall be payable not later than every thirty	296		for the operation of the Vessel, including maintaining	362
(30) running days in advance, the first lump sum being	297		financial security in accordance with sub-clause	363
payable on the date and hour of the Vessel's delivery to	298		10(a)(iii)) in such form as the Owners shall in writing	364
the Charterers. Hire shall be paid continuously	299		approve, which approval shall not be un-reasonably	365
throughout the Charter Period.	300		withheld. Such insurances shall be arranged by the	366
(c) Payment of hire shall be made in cash without	301		Charterers to protect the interests of both the Owners	367
discount in the currency and in the manner indicated in	302		and the Charterers and the mortgagee(s) (if any), and	368
Box 25 and at the place mentioned in Box 26.	303		the Charterers shall be at liberty to protect under such	369
(d) Final payment of hire, if for a period of less than	304		insurances the interests of any managers they may	370
thirty (30) running days, shall be calculated proportionally	305		appoint. Insurance policies shall cover the Owners and	371
according to the number of days and hours remaining	306		the Charterers according to their respective interests.	372
before redelivery and advance payment to be effected	307		Subject to the provisions of the Financial Instrument, if	373
accordingly.	308		any, and the approval of the Owners and the insurers,	374
(e) Should the Vessel be lost or missing, hire shall	309		the Charterers shall effect all insured repairs and shall	375
cease from the date and time when she was lost or last	310		undertake settlement and reimbursement from the	376
heard of. The date upon which the Vessel is to be treated	311		insurers of all costs in connection with such repairs as	377
as lost or missing shall be ten (10) days after the Vessel	312		well as insured charges, expenses and liabilities to the	378
was last reported or when the Vessel is posted as	313		extent of coverage under the insurances herein provided	379
missing by Lloyd's, whichever occurs first. Any hire paid	314		for.	380
in advance to be adjusted accordingly.	315		The Charterers also to remain responsible for and to	381
(f) Any delay in payment of hire shall entitle the	316		effect repairs and settlement of costs and expenses	382
Owners to interest at the rate per annum as agreed in	317		incurred thereby in respect of all other repairs not	383
Box 24. If Box 24 has not been filled in, the three months	318		covered by the insurances and/or not exceeding any	384
interbank offered rate in London (LIBOR or its successor)	319		possible franchise(s) or deductibles provided for in the	385
for the currency stated in Box 25, as quoted by the British	320		insurances.	386
Bankers' Association (BBA) on the date when the hire	321		All time used for repairs under the provisions of sub-	387
fell due, increased by 2 per cent., shall apply.	322		clause 13(a) and for repairs of latent defects according	388
(g) Payment of interest due under sub-clause 11(f)	323		to Clause 3(c) above, including any deviation, shall be	389
shall be made within seven (7) running days of the date	324		for the Charterers' account.	390
of the Owners' invoice specifying the amount payable	325		(b) If the conditions of the above insurances permit	391
or, in the absence of an invoice, at the time of the next	326		additional insurance to be placed by the parties, such	392
hire payment date.	327		cover shall be limited to the amount for each party set	393
			out in Box 30 and Box 31, respectively. The Owners or	394
12. Mortgage	328		the Charterers as the case may be shall immediately	395
(only to apply if Box 28 has been appropriately filled in)	329		furnish the other party with particulars of any additional	396

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insurance effected, including copies of any cover notes	397	presentation of accounts.	464
or policies and the written consent of the insurers of	398	(e) The Charterers to remain responsible for and to	465
any such required insurance in any case where the	399	effect repairs and settlement of costs and expenses	466
consent of such insurers is necessary.	400	incurred thereby in respect of all other repairs not	467
(c) The Charterers shall upon the request of the	401	covered by the insurances and/or not exceeding any	468
Owners, provide information and promptly execute such	402	possible franchise(s) or deductibles provided for in the	469
documents as may be required to enable the Owners to	403	insurances.	470
comply with the insurance provisions of the Financial	404	(f) All time used for repairs under the provisions of	471
Instrument.	405	sub-clauses 14(d) and 14(e) and for repairs of latent	472
(d) Subject to the provisions of the Financial Instru-	406	defects according to Clause 3 above, including any	473
ment, if any, should the Vessel become an actual,	407	deviation, shall be for the Charterers' account and shall	474
constructive, compromised or agreed total loss under	408	form part of the Charter Period.	475
the insurances required under sub-clause 13(a), all	409	The Owners shall not be responsible for any expenses	476
insurance payments for such loss shall be paid to the	410	as are incident to the use and operation of the Vessel	477
Owners who shall distribute the moneys between the	411	for such time as may be required to make such repairs.	478
Owners and the Charterers according to their respective	412	(g) If the conditions of the above insurances permit	479
interests. The Charterers undertake to notify the Owners	413	additional insurance to be placed by the parties such	480
and the mortgagee(s), if any, of any occurrences in	414	cover shall be limited to the amount for each party set	481
consequence of which the Vessel is likely to become a	415	out in Box 30 and Box 31, respectively. The Owners or	482
total loss as defined in this Clause.	416	the Charterers as the case may be shall immediately	483
(e) The Owners shall upon the request of the	417	furnish the other party with particulars of any additional	484
Charterers, promptly execute such documents as may	418	insurance effected, including copies of any cover notes	485
be required to enable the Charterers to abandon the	419	or policies and the written consent of the insurers of	486
Vessel to insurers and claim a constructive total loss.	420	any such required insurance in any case where the	487
(f) For the purpose of insurance coverage against hull	421	consent of such insurers is necessary.	488
and machinery and war risks under the provisions of	422	(h) Should the Vessel become an actual, constructive,	489
sub-clause 13(a), the value of the Vessel is the sum	423	compromised or agreed total loss under the insurances	490
indicated in Box 29.	424	required under sub-clause 14(a), all insurance payments	491
		for such loss shall be paid to the Owners, who shall	492
14. Insurance, Repairs and Classification	425	distribute the moneys between themselves and the	493
<i>(Optional; only to apply if expressly agreed and stated</i>	426	Charterers according to their respective interests.	494
<i>in Box 25, in which event Clause 13 shall be considered</i>	427	(i) If the Vessel becomes an actual, constructive,	495
<i>deleted).</i>	428	compromised or agreed total loss under the insurances	496
(a) During the Charter Period the Vessel shall be kept	429	arranged by the Owners in accordance with sub-clause	497
insured by the Owners at their expense against hull and	430	14(a), this Charter shall terminate as of the date of such	498
machinery and war risks under the form of policy or	431	loss.	499
policies attached hereto. The Owners and/or insurers	432	(j) The Charterers shall upon the request of the	500
shall not have any right of recovery or subrogation	433	Owners, promptly execute such documents as may be	501
against the Charterers on account of loss of or any	434	required to enable the Owners to abandon the Vessel	502
damage to the Vessel or her machinery or appur-	435	to the insurers and claim a constructive total loss.	503
tenances covered by such insurance, or on account of	436	(k) For the purpose of insurance coverage against hull	504
payments made to discharge claims against or liabilities	437	and machinery and war risks under the provisions of	505
of the Vessel or the Owners covered by such insurance.	438	sub-clause 14(a), the value of the Vessel is the sum	506
Insurance policies shall cover the Owners and the	439	indicated in Box 29.	507
Charterers according to their respective interests.	440	(l) Notwithstanding anything contained in sub-clause	508
(b) During the Charter Period the Vessel shall be kept	441	10(a), it is agreed that under the provisions of Clause	509
insured by the Charterers at their expense against	442	14, if applicable, the Owners shall keep the Vessel's	510
Protection and Indemnity risks (and any risks against	443	Class fully up to date with the Classification Society	511
which it is compulsory to insure for the operation of the	444	indicated in Box 10 and maintain all other necessary	512
Vessel, including maintaining financial security in	445	certificates in force at all times.	513
accordance with sub-clause 10(a)(iii)) in such form as	446		
the Owners shall in writing approve which approval shall	447	15. Redelivery	514
not be unreasonably withheld.	448	At the expiration of the Charter Period the Vessel shall	515
(c) In the event that any act or negligence of the	449	be redelivered by the Charterers to the Owners at a	516
Charterers shall vitiate any of the insurance herein	450	safe and ice-free port or place as indicated in Box 16, in	517
provided, the Charterers shall pay to the Owners all	451	such ready safe berth as the Owners may direct. The	518
losses and indemnify the Owners against all claims and	452	Charterers shall give the Owners not less than thirty	519
demands which would otherwise have been covered by	453	(30) running days' preliminary notice of expected date,	520
such insurance.	454	range of ports of redelivery or port or place of redelivery	521
(d) The Charterers shall, subject to the approval of the	455	and not less than fourteen (14) running days' definite	522
Owners or Owners' Underwriters, effect all insured	456	notice of expected date and port or place of redelivery.	523
repairs, and the Charterers shall undertake settlement	457	Any changes thereafter in the Vessel's position shall be	524
of all miscellaneous expenses in connection with such	458	notified immediately to the Owners.	525
repairs as well as all insured charges, expenses and	459	The Charterers warrant that they will not permit the	526
liabilities to the extent of coverage under the insurances	460	Vessel to commence a voyage (including any preceding	527
provided for under the provisions of sub-clause 14(a).	461	ballast voyage) which cannot reasonably be expected	528
The Charterers to be secured reimbursement through	462	to be completed in time to allow redelivery of the Vessel	529
the Owners' Underwriters for such expenditures upon	463	within the Charter Period. Notwithstanding the above,	530

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should the Charterers fail to redeliver the Vessel within the Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.	531	19. Salvage	594
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.	532	All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.	595
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.	533		596
	534		597
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	536	20. Wreck Removal	599
	537	In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.	600
	538		601
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	543	21. General Average	606
	544	The Owners shall not contribute to General Average.	607
	545		
16. Non-Lien	546	22. Assignment, Sub-Charter and Sale	608
The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:	547	(a) The Charterers shall not assign this Charter nor sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.	609
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."	548	(b) The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.	610
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	558	23. Contracts of Carriage	619
	559	(a) The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.	620
	560	(b) The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.	621
	561	Delete as applicable.	622
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	580	24. Bank Guarantee	640
	581	(Optional, only to apply if Box 27 filled in)	641
	582	The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.	642
	583		643
	584		644
	585		645
	586		646
		25. Requisition/Acquisition	647
18. Lien	587	(a) In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite	648
The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.	588		649
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or a limited period of time, and irrespective of whether it	654	the same time as the next payment of hire is due.	721
may or will remain in force for the remainder of the	655	(e) The Charterers shall have the liberty:	722
Charter Period, this Charter shall not be deemed thereby	656	(i) to comply with all orders, directions, recommend-	723
or thereupon to be frustrated or otherwise terminated	657	ations or advice as to departure, arrival, routes,	724
and the Charterers shall continue to pay the stipulated	658	sailing in convoy, ports of call, stoppages,	725
hire in the manner provided by this Charter until the time	659	destinations, discharge of cargo, delivery, or in any	726
when the Charter would have terminated pursuant to	660	other way whatsoever, which are given by the	727
any of the provisions hereof always provided, however	661	Government of the Nation under whose flag the	728
that in the event of "Requisition for Hire" any Requisition	662	Vessel sails, or any other Government, body or	729
Hire or compensation received or receivable by the	663	group whatsoever acting with the power to compel	730
Owners shall be payable to the Charterers during the	664	compliance with their orders or directions;	731
remainder of the Charter Period or the period of the	665	(ii) to comply with the orders, directions or recom-	732
"Requisition for Hire" whichever be the shorter.	666	mendations of any war risks underwriters who have	733
(b) In the event of the Owners being deprived of their	667	the authority to give the same under the terms of	734
ownership in the Vessel by any Compulsory Acquisition	668	the war risks insurance;	735
of the Vessel or requisition for title by any governmental	669	(iii) to comply with the terms of any resolution of the	736
or other competent authority (hereinafter referred to as	670	Security Council of the United Nations, any	737
"Compulsory Acquisition"), then, irrespective of the date	671	directives of the European Community, the effective	738
during the Charter Period when "Compulsory Acqui-	672	orders of any other Supranational body which has	739
sition" may occur, this Charter shall be deemed	673	the right to issue and give the same, and with	740
terminated as of the date of such "Compulsory	674	national laws aimed at enforcing the same to which	741
Acquisition". In such event Charter Hire to be considered	675	the Owners are subject, and to obey the orders	742
as earned and to be paid up to the date and time of	676	and directions of those who are charged with their	743
such "Compulsory Acquisition".	677	enforcement.	744
26. War	678	(f) In the event of outbreak of war (whether there be a	745
(a) For the purpose of this Clause, the words "War	679	declaration of war or not) (i) between any two or more	746
Risks" shall include any war (whether actual or	680	of the following countries: the United States of America;	747
threatened), act of war, civil war, hostilities, revolution,	681	Russia; the United Kingdom; France; and the People's	748
rebellion, civil commotion, warlike operations, the laying	682	Republic of China, (ii) between any two or more of the	749
of mines (whether actual or reported), acts of piracy,	683	countries stated in Box 36, both the Owners and the	750
acts of terrorists, acts of hostility or malicious damage,	684	Charterers shall have the right to cancel this Charter,	751
blockades (whether imposed against all vessels or	685	whereupon the Charterers shall redeliver the Vessel to	752
imposed selectively against vessels of certain flags or	686	the Owners in accordance with Clause 15, if the Vessel	753
ownership, or against certain cargoes or crews or	687	has cargo on board after discharge thereof at	754
otherwise howsoever), by any person, body, terrorist or	688	destination, or if debarred under this Clause from	755
political group, or the Government of any state	689	reaching or entering it at a near, open and safe port as	756
whatsoever, which may be dangerous or are likely to be	690	directed by the Owners, or if the Vessel has no cargo	757
or to become dangerous to the Vessel, her cargo, crew	691	on board, at the port at which the Vessel then is or if at	758
or other persons on board the Vessel.	692	sea at a near, open and safe port as directed by the	759
(b) The Vessel, unless the written consent of the	693	Owners. In all cases hire shall continue to be paid in	760
Owners be first obtained, shall not continue to or go	694	accordance with Clause 11 and except as aforesaid all	761
through any port, place, area or zone (whether of land	695	other provisions of this Charter shall apply until	762
or sea), or any waterway or canal, where it reasonably	696	redelivery.	763
appears that the Vessel, her cargo, crew or other	697	27. Commission	764
persons on board the Vessel, in the reasonable	698	The Owners to pay a commission at the rate indicated	765
judgment of the Owners, may be, or are likely to be,	699	in Box 33 to the Brokers named in Box 33 on any hire	766
exposed to War Risks. Should the Vessel be within any	700	paid under the Charter. If no rate is indicated in Box 33,	767
such place as aforesaid, which only becomes danger-	701	the commission to be paid by the Owners shall cover	768
ous, or is likely to be or to become dangerous, after her	702	the actual expenses of the Brokers and a reasonable	769
entry into it, the Owners shall have the right to require	703	fee for their work.	770
the Vessel to leave such area.	704	If the full hire is not paid owing to breach of the Charter	771
(c) The Vessel shall not load contraband cargo, or to	705	by either of the parties the party liable therefor shall	772
pass through any blockade, whether such blockade be	706	indemnify the Brokers against their loss of commission.	773
imposed on all vessels, or is imposed selectively in any	707	Should the parties agree to cancel the Charter, the	774
way whatsoever against vessels of certain flags or	708	Owners shall indemnify the Brokers against any loss of	775
ownership, or against certain cargoes or crews or	709	commission but in such case the commission shall not	776
otherwise howsoever, or to proceed to an area where	710	exceed the brokerage on one year's hire.	777
she shall be subject, or is likely to be subject to a	711	28. Termination	778
belligerent's right of search and/or confiscation.	712	(a) <u>Charterers' Default</u>	779
(d) If the insurers of the war risks insurance, when	713	The Owners shall be entitled to withdraw the Vessel from	780
Clause 14 is applicable, should require payment of	714	the service of the Charterers and terminate the Charter	781
premiums and/or calls because, pursuant to the	715	with immediate effect by written notice to the Charterers if:	782
Charterers' orders, the Vessel is within, or is due to enter	716	(i) the Charterers fail to pay hire in accordance with	783
and remain within, any area or areas which are specified	717	Clause 11. However, where there is a failure to	784
by such insurers as being subject to additional premiums	718	make punctual payment of hire due to oversight,	785
because of War Risks, then such premiums and/or calls	719	negligence, errors or omissions on the part of the	786
shall be reimbursed by the Charterers to the Owners at	720		

PART II
"BARECON 2001" Standard Bareboat Charter

Charterers or their bankers, the Owners shall give	787	from the Charterers at her current or next port of call, or	854
the Charterers written notice of the number of clear	788	at a port or place convenient to them without hindrance	855
banking days stated in Box 34 (as recognised at	789	or interference by the Charterers, courts or local	856
the agreed place of payment) in which to rectify	790	authorities. Pending physical repossession of the Vessel	857
the failure, and when so rectified within such	791	in accordance with this Clause 29, the Charterers shall	858
number of days following the Owners' notice, the	792	hold the Vessel as gratuitous bailee only to the Owners.	859
payment shall stand as regular and punctual.	793	The Owners shall arrange for an authorised represent-	860
Failure by the Charterers to pay hire within the	794	ative to board the Vessel as soon as reasonably	861
number of days stated in Box 34 of their receiving	795	practicable following the termination of the Charter. The	862
the Owners' notice as provided herein, shall entitle	796	Vessel shall be deemed to be repossessed by the	863
the Owners to withdraw the Vessel from the service	797	Owners from the Charterers upon the boarding of the	864
of the Charterers and terminate the Charter without	798	Vessel by the Owners' representative. All arrangements	865
further notice;	799	and expenses relating to the settling of wages,	866
(ii) the Charterers fail to comply with the requirements of:	800	disembarkation and repatriation of the Charterers'	867
(1) Clause 6 (Trading Restrictions)	801	Master, officers and crew shall be the sole responsibility	868
(2) Clause 13(a) (Insurance and Repairs)	802	of the Charterers.	869
provided that the Owners shall have the option, by	803		
written notice to the Charterers, to give the	804	30. Dispute Resolution	870
Charterers a specified number of days grace within	805	(a) This Contract shall be governed by and construed	871
which to rectify the failure without prejudice to the	806	in accordance with English law and any dispute arising	872
Owners' right to withdraw and terminate under this	807	out of or in connection with this Contract shall be referred	873
Clause if the Charterers fail to comply with such	808	to arbitration in London in accordance with the Arbitration	874
notice;	809	Act 1996 or any statutory modification or re-enactment	875
(ii) the Charterers fail to rectify any failure to comply	810	thereof save to the extent necessary to give effect to	876
with the requirements of sub-clause 10(a)(i)	811	the provisions of this Clause.	877
(Maintenance and Repairs) as soon as practically	812	The arbitration shall be conducted in accordance with	878
possible after the Owners have requested them in	813	the London Maritime Arbitrators Association (LMAA)	879
writing so to do and in any event so that the Vessel's	814	Terms current at the time when the arbitration proceed-	880
insurance cover is not prejudiced.	815	ings are commenced.	881
(b) <u>Owners' Default</u>	816	The reference shall be to three arbitrators. A party	882
If the Owners shall by any act or omission be in breach	817	wishing to refer a dispute to arbitration shall appoint its	883
of their obligations under this Charter to the extent that	818	arbitrator and send notice of such appointment in writing	884
the Charterers are deprived of the use of the Vessel	819	to the other party requiring the other party to appoint its	885
and such breach continues for a period of fourteen (14)	820	own arbitrator within 14 calendar days of that notice and	886
running days after written notice thereof has been given	821	stating that it will appoint its arbitrator as sole arbitrator	887
by the Charterers to the Owners, the Charterers shall	822	unless the other party appoints its own arbitrator and	888
be entitled to terminate this Charter with immediate effect	823	gives notice that it has done so within the 14 days	889
by written notice to the Owners.	824	specified. If the other party does not appoint its own	890
(c) <u>Loss of Vessel</u>	825	arbitrator and give notice that it has done so within the	891
This Charter shall be deemed to be terminated if the	826	14 days specified, the party referring a dispute to	892
Vessel becomes a total loss or is declared as a	827	arbitration may, without the requirement of any further	893
constructive or compromised or arranged total loss. For	828	prior notice to the other party, appoint its arbitrator as	894
the purpose of this sub-clause, the Vessel shall not be	829	sole arbitrator and shall advise the other party	895
deemed to be lost unless she has either become an	830	accordingly. The award of a sole arbitrator shall be	896
actual total loss or agreement has been reached with	831	binding on both parties as if he had been appointed by	897
her underwriters in respect of her constructive,	832	agreement.	898
compromised or arranged total loss or if such agreement	833	Nothing herein shall prevent the parties agreeing in	899
with her underwriters is not reached it is adjudged by a	834	writing to vary these provisions to provide for the	900
competent tribunal that a constructive loss of the Vessel	835	appointment of a sole arbitrator.	901
has occurred.	836	In cases where neither the claim nor any counterclaim	902
(d) Either party shall be entitled to terminate this	837	exceeds the sum of US\$50,000 (or such other sum as	903
Charter with immediate effect by written notice to the	838	the parties may agree) the arbitration shall be conducted	904
other party in the event of an order being made or	839	in accordance with the LMAA Small Claims Procedure	905
resolution passed for the winding up, dissolution,	840	current at the time when the arbitration proceedings are	906
liquidation or bankruptcy of the other party (otherwise	841	commenced.	907
than for the purpose of reconstruction or amalgamation)	842	(b) This Contract shall be governed by and construed	908
or if a receiver is appointed, or if it suspends payment,	843	in accordance with Title 9 of the United States Code	909
ceases to carry on business or makes any special	844	and the Maritime Law of the United States and any	910
arrangement or composition with its creditors.	845	dispute arising out of or in connection with this Contract	911
(e) The termination of this Charter shall be without	846	shall be referred to three persons at New York, one to	912
prejudice to all rights accrued due between the parties	847	be appointed by each of the parties hereto, and the third	913
prior to the date of termination and to any claim that	848	by the two so chosen; their decision or that of any two	914
either party might have.	849	of them shall be final, and for the purposes of enforcing	915
		any award, judgement may be entered on an award by	916
		any court of competent jurisdiction. The proceedings	917
		shall be conducted in accordance with the rules of the	918
		Society of Maritime Arbitrators, Inc.	919
		In cases where neither the claim nor any counterclaim	920
29. Repossession	850		
In the event of the termination of this Charter in	851		
accordance with the applicable provisions of Clause 28,	852		
the Owners shall have the right to repossess the Vessel	853		

PART II
"BARECON 2001" Standard Bareboat Charter

exceeds the sum of US\$50,000 (or such other sum as	921	fact may be brought to the attention of the Tribunal	958
the parties may agree) the arbitration shall be conducted	922	and may be taken into account by the Tribunal when	959
in accordance with the Shortened Arbitration Procedure	923	allocating the costs of the arbitration as between	960
of the Society of Maritime Arbitrators, Inc. current at	924	the parties.	961
the time when the arbitration proceedings are commenced.	925	(iv) The mediation shall not affect the right of either	962
*) (c) This Contract shall be governed by and construed	926	party to seek such relief or take such steps as it	963
in accordance with the laws of the place mutually agreed	927	considers necessary to protect its interest.	964
by the parties and any dispute arising out of or in	928	(v) Either party may advise the Tribunal that they have	965
connection with this Contract shall be referred to	929	agreed to mediation. The arbitration procedure shall	966
arbitration at a mutually agreed place, subject to the	930	continue during the conduct of the mediation but	967
procedures applicable there.	931	the Tribunal may take the mediation timetable into	968
(d) Notwithstanding (a), (b) or (c) above, the parties	932	account when setting the timetable for steps in the	969
may agree at any time to refer to mediation any	933	arbitration.	970
difference and/or dispute arising out of or in connection	934	(vi) Unless otherwise agreed or specified in the	971
with this Contract.	935	mediation terms, each party shall bear its own costs	972
In the case of a dispute in respect of which arbitration	936	incurred in the mediation and the parties shall share	973
has been commenced under (a), (b) or (c) above, the	937	equally the mediator's costs and expenses.	974
following shall apply:-	938	(vii) The mediation process shall be without prejudice	975
(i) Either party may at any time and from time to time	939	and confidential and no information or documents	976
elect to refer the dispute or part of the dispute to	940	disclosed during it shall be revealed to the Tribunal	977
mediation by service on the other party of a written	941	except to the extent that they are disclosable under	978
notice (the "Mediation Notice") calling on the other	942	the law and procedure governing the arbitration.	979
party to agree to mediation.	943	(Note: The parties should be aware that the mediation	980
(ii) The other party shall thereupon within 14 calendar	944	process may not necessarily interrupt time limits.)	981
days; of receipt of the Mediation Notice confirm that	945	(e) If Box 35 in Part I is not appropriately filled in, sub-clause	982
they agree to mediation, in which case the parties	946	30(a) of this Clause shall apply. Sub-clause 30(d) shall	983
shall thereafter agree a mediator within a further	947	apply in all cases.	984
14 calendar days, failing which on the application	948	*) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;	985
of either party a mediator will be appointed promptly	949	indicate alternative agreed in Box 35.	986
by the Arbitration Tribunal ("the Tribunal") or such	950		
person as the Tribunal may designate for that	951	31. Notices	987
purpose. The mediation shall be conducted in such	952	(a) Any notice to be given by either party to the other	988
place and in accordance with such procedure and	953	party shall be in writing and may be sent by fax, telex,	989
on such terms as the parties may agree or, in the	954	registered or recorded mail or by personal service.	990
event of disagreement, as may be set by the	955	(b) The address of the Parties for service of such	991
mediator.	956	communication shall be as stated in Boxes 3 and 4	992
(iii) If the other party does not agree to mediate, that	957	respectively.	993

Opšti podbrodarski ugovor,



The Federation of National Associations of Ship Brokers and Agents
FONASBA

SUB-AGENCY AGREEMENT

First Edition Adopted OCTOBER 1998 Approved by The Baltic and
International Maritime Council (BIMCO)

It is hereby agreed between:

..... of (hereinafter referred to as the General Agent)

for (hereinafter referred to as the Line)
and

..... of (hereinafter referred to as the Agent)

dated the

day of

that:

- 1.00 The General Agent, with the authority of the Line, hereby appoints the Agent as its sub-agent for all the Line's owned and/or chartered vessels including any space or slot charter agreement serving the trade between and
- 1.01 This Agreement shall come into effect on and shall continue until Thereafter it shall continue until terminated by either party giving to the other notice in writing, in which event the Agreement shall terminate upon the expiration of a period of months from the date upon which such notice was given.
- 1.02 The territory in which the Agent shall perform its duties under the Agreement shall be (hereinafter referred to as the "Territory")

2.00 General Conditions

- 2.01 This Agreement covers the Port and/or Inland Agency work within the Territory. It includes the duties of marketing the Line's services and of handling all types of cargo entering or leaving the Territory whether direct or by transshipment. It also includes the handling of vessels owned, chartered (including any slot or space charter agreement) or otherwise operated by the Line within the port(s) of the Territory.
- 2.02 The Agent undertakes not to accept the representation of other shipping companies nor to engage in the NVOCC or freight forwarding activities in the Territory which are in direct competition to the Line without prior written consent which shall not be unreasonably withheld.
- 2.03 The General Agent undertakes not to appoint any other party in the Agent's Territory for the services defined in this Agreement.
- 2.04 Where any of the activities of the Agent in the Territory are not covered by this Agreement, then the local general conditions in the latest version or established custom of the trade and/or port shall apply and form part of this Agreement, unless otherwise agreed. The Agent undertakes to acquaint the General Agent with any relevant local custom or practice and to furnish the General Agent with a copy of the local general conditions if any.
- 2.05 In countries where the position of the Agent is in any way legally protected or regulated, the Agent shall have the benefit of such protection or regulation, unless otherwise agreed.

2.06 All aspects of the General Agent's business, including that of the Line, are to be treated confidentially and all files and records pertaining to this business are the property of the General Agent.

2.07 The Agent shall indemnify the General Agent at all times from and against all charges, damages and expenses which the General Agent may incur as a result of the Agent's negligence, misconduct or failure to comply with the General Agent's instructions.

3.01 On behalf of the General Agent, to undertake those duties which are identified and set out in the annexed extract of the Agency Agreement entered into between the Line and the General Agent dated.....,

3.10 Accounting and Finance

3.11 To provide for appropriate records of the Line's financial position to be maintained in the Agent's books, which shall be available for inspection as required and to prepare periodic financial statements as may be reasonably required.

3.12 To check all vouchers received for services rendered and to prepare a proper disbursement account in respect of each voyage or accounting period.

3.13 To advise the General Agent of all amendments to port tariffs and other charges as they become known.

3.14 To calculate freight and other charges according to the tariffs supplied by the General Agent and to exercise every care and diligence in applying all terms and conditions of such tariffs or other freight agreements.

3.15 To collect freight and related accounts and remit to the General Agent all freights and other moneys belonging to the Line at such periodic intervals as the General Agent may require. The Agent shall advise the General Agent of the customary credit terms and arrangements. If the Agent is required to grant credit to customers due to commercial reasons, the risk in respect of outstanding collections is for the General Agent's account unless the Agent has granted credit without the knowledge and prior consent of the General Agent.

3.16 The Agent shall have authority to retain money from the freight collected to cover all past and current disbursements, subject not providing regular cash position statements to the General Agent.

4.00 Duties of the General Agent

4.01 To provide all documentation necessary to fulfil the Agent's task.

5.00 Remuneration

4.02 To give full and timely information regarding the vessel's schedules, ports of call and line policy in so far as it affects the port and sales agency activities.

4.03 To provide the Agent immediately upon request with all necessary funds to cover advance disbursements unless the Agent shall have sufficient funds from the freights collected.

4.04 The General Agent shall at all times indemnify the Agent against all claims, charges, losses, damages and expenses, which the Agent may incur in connection with the fulfilment of his duties under this Agreement. Such

Indemnity shall extend to all acts, matters and things done, suffered or incurred by the Agent during the duration of this Agreement, notwithstanding any termination thereof, provided always, that this indemnity shall not extend to matters arising by reason of the wilful misconduct or the negligence of the Agent.

4.05 Where the Agent provides bonds, guarantees and any other forms of security to Customs or other statutory authorities to cover the movement of cargo on behalf of the Line or the Line's containers, stores or other equipment, then the General Agent shall

indemnify and reimburse the Agent immediately such claims are made, provided they do not arise by reason of the willful misconduct or the negligence of the Agent.

4.06 If mutually agreed the General Agent shall take over the conduct of any dispute which may arise between the Agent and any third party as a result of the performance of the Agent's duties.

5.01 The General Agent agrees to pay the Agent and the Agent accepts, as consideration for the services rendered, the commissions and fees set forth on the schedule attached to this Agreement. Any fees specified in

6.00 Insurance

6.01

7.00 Duration

7.01

7.02

8.00 Jurisdiction

5.02 Should the General Agent require the Agent to undertake full processing and settlement of claims, then the Agent is entitled to a separate remuneration as agreed with the General Agent and commensurate with the work involved.

5.03 The remuneration specified in the schedule attached is in respect of the ordinary and anticipated duties of the Agent within the scope of this Agreement. Should the Agent be required to perform duties beyond the scope of this Agreement then the terms of which the Agent may agree to perform such duties will be subject to express agreement between the parties.

5.04 If the Tariff currency varies in value against the local currency by more than 10% after consideration of any currency adjustment factor existing in the trade the basis for calculation of remuneration shall be adjusted accordingly.

5.05 If the Agent utilises computers and computer systems, any extra expenses occasioned by specific additional requirements of the Line in the use of such computer equipment for the performance of the Agent's duties shall be borne by the Line.

The Agent shall arrange and pay at its own expense for insurance against errors and omissions of its officers and employees.

This Agreement shall remain in force as specified in clause 1.01 of this Agreement. Any notice of termination shall be sent by registered or recorded mail.

The Agent shall have a general lien on amounts payable to the General Agent in respect of any undisputed sums due and owing to the Agent including but not limited to commissions, disbursements and duties.

8.01 a) 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 hereof save to the extent necessary to give effect in the provisions of this Clause.

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.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may,

without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

8.01 b) This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. In cases where neither the claim nor any counterclaim exceeds the sum of USD50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration

Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.

8.01 c) This contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

Standardni Linijski i Opšti Agencijski Ugovor

STANDARD LINER AND GENERAL AGENCY AGREEMENT

Revised and adopted 2001
Approved by BIMCO 2001

It is hereby agreed between:

.....of.....(hereinafter referred to as the Principal)
and

..... of.....(hereinafter referred to as the Agent)
on the.....day of.....20..... that:

1.00 The Principal hereby appoints the Agent as its Liner Agent for all its owned and/or chartered vessels including any space or slot charter agreement serving the trade between..... and

1. 01 This Agreement shall come into effect on.....and shall continue until Thereafter it shall continue until terminated by either party giving to the other notice in writing, in which event the Agreement shall terminate upon the expiration of a period of months from the date upon which such notice was given.

1. 02 The territory in which the Agent shall perform its duties under the Agreement shall be hereinafter referred to as the“Territory”.

1. 03 This Agreement covers the activities described in section 3.....

1. 04 The Agent undertakes not to accept the representation of other shipping companies nor to engage in NVOCC or such freight forwarding activities in the Territory, which are in direct competition to any of the Principal’s transportation activities, without prior written consent, which shall not unreasonably be withheld.

1. 05 The Principal undertakes not to appoint any other party in the Agent’s Territory for the services defined in this Agreement.

1. 06 The established custom of the trade and/or port shall apply and form part of this Agreement.

1. 07 In countries where the position of the agent is in any way legally protected or regulated, the Agent shall have the benefit of such protection or regulation.

1. 08 All aspects of the Principal’s business are to be treated confidentially and all files and records pertaining to this business are the property of the Principal.

2. 0 Duties of the Agent

2. 01 To represent the Principal in the Territory, using his best endeavours to comply at all times with any reasonable specific instructions which the Principal may give, including the use of Principal’s documentation, terms and conditions.

2. 02 In consultation with the Principal to recommend and/or appoint on the Principal’s behalf and account, Sub-Agents.

2. 03 In consultation with the Principal to recommend and/or to appoint on the Principal’s behalf and account, Stevedores, Watchmen, Tallymen, Terminal Operators, Hauliers and all kinds of suppliers.

2. 04 The Agent will not be responsible for the negligent acts or defaults of the Sub-Agent or Sub-Contractor unless the Agent fails to exercise due care in the appointment and supervision of such Sub-Agent or Sub- Contractor. Notwithstanding the foregoing the Agent shall be responsible for the acts of his subsidiary companies appointed within the context of this Clause.

2. 05 The Agent will always strictly observe the shipping laws and regulations of the country and will indemnify the Principal for fines, penalties, expenses or restrictions that may arise due to the failure of the Agent to comply herewith.

3. 0 Activities of Agent (Delete those which do not apply)

3. 1 Marketing and Sales

3. 11 To provide marketing and sales activities in the Territory, in accordance with general guidelines laid

down by the Principal, to canvass and book cargo, to publicise the services and to maintain contact with Shippers, Consignees, Forwarding Agents, Port and other Authorities and Trade Organisations.

3. 12 To provide statistics and information and to report on cargo bookings and use of space allotments. To announce sailing and/or arrivals, and to quote freight rates and announce freight tariffs and amendments.

3. 13 To arrange for public relations work (including advertising, press releases, sailing schedules and general promotional material) in accordance with the budget agreed with the Principal and for his account.

3. 14 To attend to conference, consortia and /or alliance matters on behalf of the Principal and for the Principal's account.

3. 15 To issue on behalf of the Principal Bills of Lading and Manifests, delivery orders, certificates and such other documents.

3. 2 Port Agency

3. 21 To arrange for berthing of vessels, loading and discharging of the cargo, in accordance with the local custom and conditions.

3. 22 To arrange and co-ordinate all activities of the Terminal Operators, Stevedores, Tallymen and all other Contractors, in the interest of obtaining the best possible operation and despatch of the Principal's vessel.

3. 23 To arrange for calling forward, reception and loading of outward cargo and discharge and release of inward cargo and to attend to the transshipment of through cargo.

3. 24 To arrange for bunkering, repairs, husbandry, crew changes, passengers, ship's stores, spare parts, technical and nautical assistance and medical assistance.

3. 25 To carry out the Principal's requirements concerning claims handling, P & I matters, General Average and/or insurance, and the appointment of Surveyors.

3. 26 To attend to all necessary documentation and to attend to consular requirements.

3. 27 To arrange for and attend to the clearance of the vessel and to arrange for all other services appertaining to the vessel's movements through the port.

3. 28 To report to the Principal the vessel's position and to prepare a statement of facts of the call and/or a port log.

3. 29 To keep the Principal regularly and timely informed on Port and working conditions likely to affect the despatch of the Principal's vessels.

3.3. Container and Ro/Ro Traffic

Where "equipment" is referred to in the following section it shall comprise container, flat racks, trailers or similar cargo carrying devices, owned, leased or otherwise controlled by the Principal.

3. 31 To arrange for the booking of equipment on the vessel.

3. 32 To arrange for the stuffing and unstuffing of LCL cargo at the port and to arrange for the provision of inland LCL terminals.

3. 33 To provide and administer a proper system, or to comply with the principal's system for the control and registration of equipment. To organise equipment stock within the Territory and make provision for storage, positioning and repositioning of the equipment.

3. 34 To comply with Customs requirements and arrange for equipment interchange documents in respect of the movements for which the Agent is responsible and to control the supply and use of locks, seals and labels.

3. 35 To make equipment available and to arrange inland haulage.

3. 36 To undertake the leasing of equipment into and re-delivery out of the system.

3. 37 To operate an adequate equipment damage control system in compliance with the Principal's instructions. To arrange for equipment repairs and maintenance, when and where necessary and to report on the condition of equipment under the Agent's control.

3. 4 General Agency

3. 41 To supervise, activities and co-ordinate all marketing and sales activities of Port, Inland Agents and/or Sub-agents in the Territory, in accordance with general guidelines laid down by the Principal and to use every effort to obtain business from prospective clients and to consolidate the flow of statistics and information.

3. 42 To supervise and co-ordinate all activities of Port, Inland Agents and/or Sub-agents as set forth in the agreement, in order to ensure the proper performance of all customary requirements for the best possible operation of the Principal's vessel in the G. A. 's Territory.
3. 43 In consultation with the Principal to recommend and/or appoint on the Principal's behalf and account Port, Inland Agents, and/or Sub-Agents if required.
3. 44 To provide Port, Inland Agents and/or Sub-agents with space allocations in accordance with the Principal's requirements.
3. 45 To arrange for an efficient rotation of vessels within the Territory, in compliance with the Principal's instructions and to arrange for the most economical despatch in the ports of its area within the scope of the sailing schedule.
3. 46 To liaise with Port Agents and/or Sub-agents if and where required, in the Territory in arranging for such matters as bunkering, repairs, crew changes, ship's stores, spare parts, technical, nautical, medical assistance and consular requirements
3. 47 To instruct and supervise Port, Inland Agents and/or Sub-Agents regarding the Principal's requirements concerning claims handling, P & I matters and/or insurance, and the appointment of Surveyors. All expenses involved with claims handling other than routine claims are for Principal's account.

3. 5 Accounting and Finance

3. 51 To provide for appropriate records of the Principal's financial position to be maintained in the Agent's books, which shall be available for inspection and to prepare periodic financial statements.
3. 52 To check all vouchers received for services rendered and to prepare a proper disbursement account in respect of each voyage or accounting period.
3. 53 To advise the Principal of all amendments to port tariffs and other charges as they become known.
3. 54 To calculate freight and other charges according to Tariffs supplied by the Principal and exercise every care and diligence in applying all terms and conditions of such Tariffs or other freight agreements. If the Principal organizes or employs an organisation for checking freight calculations and documentation the costs for such checking to be entirely for the Principal's account.
3. 55 To collect freight and related accounts and remit to the Principal all freights and other monies belonging to the Principal at such periodic intervals as the Principal may require. All bank charges to be for the Principal's account. The Agent shall advise the Principal of the customary credit terms and arrangements. If the Agent is required to grant credit to customers due to commercial reasons, the risk in respect of outstanding collections is for the Principal's account unless the Agent has granted credit without the knowledge and prior consent of the Principal.
3. 56 The Agent shall have authority to retain money from the freight collected to cover all past and current disbursements, subject to providing regular cash position statements to the Principal.
3. 57 The Agent in carrying out his duties under this Agreement shall not be responsible to the Principal for loss or damage caused by any Banker, Broker or other person, instructed by the Agent in good faith unless the same happens by or through the will neglect or default of the Agent. The burden of proving the wilful neglect of the Agent shall be on the Principal.

4. 0 Principal's Duties

4. 01 To provide all documentation, necessary to fulfill the Agent's task together with any stationery specifically required by the Principal.
4. 02 To give full and timely information regarding the vessel's schedules, ports of call and line policy insofar as it affects the port and sales agency activities.
4. 03 To provide the Agents immediately upon request with all necessary funds to cover advance disbursements unless the Agent shall have sufficient funds from the freights collected.
4. 04 The Principal shall at all times indemnify the Agent against all claims, charges, losses, damages and expenses which the Agent may incur in connection with the fulfillment of his duties under this Agreement. Such indemnity shall extend to all acts, matters and things done, suffered or incurred by the Agent during the duration of this Agreement, notwithstanding any termination thereof, provided always, that this indemnity shall not extend to matters arising by reason of the wilful misconduct or negligence of the Agent.
4. 05 Where the Agent provides bonds, guarantees and any other forms of security to Customs or other statutory authorities then the Principal shall indemnify and reimburse the Agent immediately such claims are made, provided they do not arise by reason of the wilful misconduct or the negligence of the Agent.

4. 06 If mutually agreed the Principal shall take over the conduct of any dispute which may arise between the Agent and any third party as a result of the performance of the Agent's duties.

5. 0 Remuneration

5. 01 The Principal agrees to pay the agent and the Agent accepts, as consideration for the services rendered, the commissions and fees set forth on the schedule attached to this Agreement. Any fees specified in monetary units in the attached schedule shall be reviewed every 12 months and if necessary adjusted in accordance with such recognised cost of living index as is published in the country of the Agent.

5. 02 Should the Principal require the Agent to undertake full processing and settlement of claims, then the Agent is entitled to a separate remuneration as agreed with the Principal and commensurate with the work involved.

5. 03 The remuneration specified in the schedule attached is in respect of the ordinary and anticipated duties of the Agent within the scope of this Agreement. Should the Agent be required to perform duties beyond the scope of this Agreement then the terms on which the Agent may agree to perform such duties will be subject to express agreement between the parties. Without prejudice to the generality of the foregoing such duties may include e. g. participating in conference activities on behalf of the Principal, booking fare-paying passengers, sending out general average notices and making collections under average bonds insofar as these duties are not performed by the average adjuster.

5. 04 If the Tariff currency varies in value against the local currency by more than 10% after consideration of any currency adjustment factor existing in the trade the basis for calculation of remuneration shall be adjusted accordingly.

5. 05 Any extra expenses occasioned by specific additional requirements of the Principal in the use of computer equipment and systems for the performance of the Agent's duties to the Principal shall be borne by the Principal.

5. 06 The Principal is responsible for all additional expenses incurred by the Agent in connecting its computers to any national or local port community system.

6. 0 Duration

6. 01 This agreement shall remain in force as specified in clause 1.01 of this Agreement. Any notice of termination shall be sent by registered or recorded mail.

6. 02 If the Agreement for any reason other than negligence or willful misconduct of the Agent should be cancelled at an earlier date than on the expiry of the notice given under clause 1. 01 hereof, the Principal shall compensate the Agent. The compensation payable by the Principal to the agent shall be determined in accordance with clause below.

6. 03 If for any reason the Principal withdraws or suspends the service, the Agent may withdraw from this agreement forthwith, without prejudice to its claim for compensation.

6. 04 The basis of compensation shall be the monthly average of the commission and fees earned during the previous 12 months or if less than 12 months have passed then a reasonable estimate of the same, multiplied by the number of months from the date of cancellation until the contract would have been terminated in accordance with clause 1. 01 above. Furthermore the gross redundancy payments, which the Agent and/or Sub-Agent (s) is compelled to make to employees made redundant by reason of the withdrawal or suspension of the Principal's service, or termination of this Agreement, shall also be taken into account.

6. 05 The Agent shall have a general lien on amounts payable to the Principal in respect of any undisputed sums due and owing to the Agent including but not limited to commissions, disbursements and duties.

7. 0 Jurisdiction

7. 01 a) This Agreement shall be governed by and construed in accordance with the laws of the country in which the Agent has its principle place of business and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in that country subject to the procedures applicable there.

b) This Agreement shall be governed by and construed in accordance with the laws of.....and any dispute arising out of or in connection with this Agreement shall be referred to arbitration at....., subject to the procedures applicable there.

c) Any dispute arising out of this Agreement shall be referred to arbitration at subject to

the law and procedures applicable there.

(subclauses [a] [b] & [c] are options. If [b] or [c] are not filled in then [a] shall apply.)

REM

UNERATION SCHEDULE BELONGING TO STANDARD LINERAND GENERAL AGENCY AGREEMENT

Between.....and.....date
(As Principal) (As Agent)

The Agent is entitled to the following remuneration based on all total freight earnings (including any surcharges, (eg BAF, CAF) handling charges (eg THC) and freight additional including inland transport which may be agreed) of the Principal's liner service to and from the Territory to be paid in Agent's local currency. The total remuneration per call shall not in any case be lower than the local fee applicable

I A. Where the Agent provides all the services enumerated in this Agreement the Commission shall be:

Services outward..... % [Min.....per cont or tonne/cbm]} MIN} inward..... % [Min.....per cont or tonne/cbm]}

LUMP SUM..... % for cargo when only booking is involved. [Min.....per cont]

(PER}..... % for cargo when only handling is involved. [Min.....per cont] }

CALL ("only handling" in the remuneration schedule is so defined that the duties of an Agent are to call forward and otherwise arrange for the cargo to be loaded on board, where the specific booking has been made elsewhere and acknowledged as such by the shipper as nominated for the Principal's service. In respect of movements of cargo outside the Agent's Territory..... % ofm the gross total freight is payable in cases where only collection of freight is involved. An additional fee for containers and/or units entering or leaving the inventory control system of the Agent a fee of.....per unit.

II A..... % for cargo loaded on board in bulk. [Min.....per tonne/ cbm].....% for cargo discharged in bulk. [Min..... per tonne/ cbm]

III Where the Agent provides only the services as non-port agent the remuneration shall be:

When actually booked/originating from this area: Services outward% [Min.....per cont or tonne / cbm] inward.....% [Min.....per cont or tonne / cbm]

An additional fee for containers and/or units entering or leaving the inventory control system of the Agent a fee of.....per unit.

IV Where the Agent provides only the services as non-port agent the remuneration shall be:.....% for cargo loaded on board in bulk. [Min.....per tonne/ cbm]..... % for cargo discharged in bulk. [Min.....per tonne/ cbm]

5. Clearance and ship's husbandry fee shall be as agreed.

6. A Commission of..... % shall be paid on all ancillary charges collected by the Agent on behalf of the Principal such as Depot Charges, Container Demurrage, Container Damage etc.

7. Communications: The Principal will either pay actual communication expenses on a cost plus basis or pay a lumpsum monthly on an average cost plus basis, to be review able.

8. Travelling expenses: When the Agent is requested by the Principal to undertake journeys of any significant distance and/or duration, all travel expenses including accommodation and other expenses will be for the Principal's account.

9. Documentary and Administrative Charges: Such charges to be levied as appropriate by the Agent to cargo interests and to remain with the Agent even if related to the trade of the principal.

10. In case of Transshipment Cargo, a transshipment fee of.....per cont / tonne / cbm is charged by the Agent.....

PRINCIPAL

AGENT

Zaključnica – booking note,

Shipper (if known at time of booking)		BIMCO BLANK BACK FORM OF LINER BOOKING NOTE		Reference No.
Consignee (if known at time of booking)		Place and date		
		Name of Merchant effecting the booking		
Notify address at place of delivery		Name of Carrier		
		Merchant's representatives at loading port		
Place of receipt by pre-carrier*		Time for shipment (about)		
		It is hereby agreed that this Contract shall be performed subject to the terms contained in this Booking Note and in the Carrier's Standard Conditions of Carriage, which shall prevail over any previous arrangements and which shall in turn be superseded (except as to deadfreight and demurrage) by the terms of the Bill of Lading. Copies of Carrier's Standard Conditions of Carriage, if any, can be obtained upon request from the Carrier or his agents.		
Vessel	Port of loading**			
Port of discharge	Place of delivery by on-carrier*			
Marks and Nos. (if available)	Description of goods	Gross weight (if available)	Measurement (if available)	

Freight details, charges, etc.	Special terms, if agreed	
Daily demurrage rate (if agreed)	Freight (state prepayable or payable at destination)	Signature (Merchant)
	Number of original Bs/L required	Signature (Carrier)

Printed and sold
 by Fr. G. Knudtzon, Ltd. 55, Toldbodgade, Copenhagen,
 by authority of The Baltic and International Maritime Conference
 (BIMCO), Copenhagen.

*Applicable only when Through Transport foreseen
 ** (or so near thereunto as the vessel may safely
 get and lie always afloat)

prilog br. 19

Pismo spremnosti – Notice of readiness



DIBIEM SHIPPING AGENCY

85000 Bar, J. Tomasevica 4/2

Montenegro

Tel: +382 30 312 716; 311 599; 312 758;

Fax: + 382 30 311 599; 312 716;

Mob: + 382 69 067 510 ;

e-mail: dbmagent@t-com.me

M/V “XXXXXXXX”

Place and date Bar, XX.XX.XX

NOTICE OF READINESS

To the Shippers / Receivers XXXXXXXXX for Messrs. XXXXXXXXXXXXXXXX

Please be advised that the M/V “XXXXXX” arrived

Bar roads on XX.XX.XXXX. at XX:XX ho

And is in every respect ready to load/discharge cargo as per C/P dated : C/P .

Yours Faithfu

Master :CAPT. XXXXX XXX

Notice of readiness tendered on XX.XX.XXXX. at XX:XX ho

Notice of readiness accepted by XXXXXXXXXXXXXXX on AS PER at C/P ho

prilog br. 20

Prijava ukrcaja – shiper's note

Krcatelj – Shipper		Putovanje br.: Voyage No.:		Reference No.: or Booking No.:		B/L No					
Primalac – Consignee		 Prijava ukrcaja Shipper's Note									
Obavijestiti – Notify Address											
Pre-Carriage by*	Place of Receipt by Pre-Carrier*										
Brod – Vessel	Luka ukrcaja – Port of loading										
Luka iskrcanja – Port of discharge	Place of Delivery by On-Carrier*	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; height: 200px; vertical-align: top;"> Oznake i brojevi – Marks and Nos; Kontejner br. – Container No. </td> <td style="width: 20%; height: 200px; vertical-align: top;"> Količina i vrsta koleta; Opis robe Number and kind of packages; Description of goods </td> <td style="width: 5%; height: 200px; vertical-align: top;"> Težina Gros Weight </td> <td style="width: 5%; height: 200px; vertical-align: top;"> Zapremina Measurement </td> </tr> </table>						Oznake i brojevi – Marks and Nos; Kontejner br. – Container No.	Količina i vrsta koleta; Opis robe Number and kind of packages; Description of goods	Težina Gros Weight	Zapremina Measurement
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Oznake i brojevi – Marks and Nos; Kontejner br. – Container No.											
Specifikacija vozarine – Specification of freight and charges		NAPOMENA KRCATELJA I CAR. DEKL. – SPACE FOR SHIPPER'S USE ONLY									
Vozarina plativa – Freight payable at		Krcatelju predati prepihak teretnica Copies B/L to shipper									
Broj originala – Number of original B/L		POTPIS KRCATELJA: SHIPPER'S SIGNATURE									

prilog br. 21

Nalog ukrcaja – Shipping Order

Krcatelj – Shipper Primalac – Consignee Obavijestiti – Notify Address <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Pre-Carriage by*</td> <td style="width: 50%; padding: 2px;">Place of Receipt by Pre-Carrier*</td> </tr> <tr> <td style="padding: 2px;">Brod – Vessel</td> <td style="padding: 2px;">Luka ukrcaja – Port of loading</td> </tr> <tr> <td style="padding: 2px;">Luka iskrcanja – Port of discharge</td> <td style="padding: 2px;">Place of Delivery by On-Carrier*</td> </tr> </table>	Pre-Carriage by*	Place of Receipt by Pre-Carrier*	Brod – Vessel	Luka ukrcaja – Port of loading	Luka iskrcanja – Port of discharge	Place of Delivery by On-Carrier*	Putovanje br.: _____ Voyage No.: _____ Reference No.: _____ or Booking No.: _____ B/L No  Nalog ukrcaja Shipping Order
Pre-Carriage by*	Place of Receipt by Pre-Carrier*						
Brod – Vessel	Luka ukrcaja – Port of loading						
Luka iskrcanja – Port of discharge	Place of Delivery by On-Carrier*						
Oznake i brojevi – Marks and Nos; Kontejner br. – Container No. Količina i vrsta koleta; Opis robe Number and kind of packages; Description of goods Težina Gros Weight Zapremina Measurement							
Specifikacija vozarine – Specification of freight and charges	NAPOMENA KRCATELJA I CAR. DEKL. – SPACE FOR SHIPPER'S USE ONLY						
Vozarina plaćiva – Freight payable at Broj originala – Number of original B/L Krcatelj predati preplata teretnica Copies B/L to shipper AGENTI: _____ AGENTS: _____							

prilog br. 22

Oficirska potvrda – Mater`s receipt

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="height: 80px; vertical-align: top;">Krcatelj - Shipper</td> </tr> <tr> <td colspan="2" style="height: 80px; vertical-align: top;">Primalac - Consignee</td> </tr> <tr> <td colspan="2" style="height: 80px; vertical-align: top;">Obavijestiti - Notify Address</td> </tr> <tr> <td style="width: 50%; height: 40px; vertical-align: top;">Pre-Carriage by*</td> <td style="width: 50%; height: 40px; vertical-align: top;">Place of Receipt by Pre-Carrier*</td> </tr> <tr> <td style="height: 40px; vertical-align: top;">Brod - Vessel</td> <td style="height: 40px; vertical-align: top;">Luka ukrcaja - Port of loading</td> </tr> <tr> <td style="height: 40px; vertical-align: top;">Luka iskrcaja - Port of discharge</td> <td style="height: 40px; vertical-align: top;">Place of Delivery by On-Carrier*</td> </tr> </table>	Krcatelj - Shipper		Primalac - Consignee		Obavijestiti - Notify Address		Pre-Carriage by*	Place of Receipt by Pre-Carrier*	Brod - Vessel	Luka ukrcaja - Port of loading	Luka iskrcaja - Port of discharge	Place of Delivery by On-Carrier*	Putovanje br.: Voyage No.: Reference No.: or Booking No.:  Potvrda ukrcaja Mate's Receipt B/L No
Krcatelj - Shipper													
Primalac - Consignee													
Obavijestiti - Notify Address													
Pre-Carriage by*	Place of Receipt by Pre-Carrier*												
Brod - Vessel	Luka ukrcaja - Port of loading												
Luka iskrcaja - Port of discharge	Place of Delivery by On-Carrier*												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; vertical-align: top;"> Oznake i brojevi - Marka and Nos; Kontejner br. - Container No. </td> <td style="width: 60%; vertical-align: top;"> Količina i vrsta koleta; Opis robe Number and kind of packages; Description of goods </td> <td style="width: 10%; vertical-align: top;"> Težina Gross Weight </td> <td style="width: 10%; vertical-align: top;"> Zapremina Measurement </td> </tr> </table>		Oznake i brojevi - Marka and Nos; Kontejner br. - Container No.	Količina i vrsta koleta; Opis robe Number and kind of packages; Description of goods	Težina Gross Weight	Zapremina Measurement								
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Specifikacija vozarine - Specification of freight and charges	NAPOMENA KRCATELJA I CAR. DEKL. - SPACE FOR SHIPPER'S USE ONLY												
Vozarina platiiva - Freight payable at		Krcatelj predati prepiak teretnica Copies B/L to shipper											
Broj originala - Number of original B/L													

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Linijnska pomorska teretnica – Liner B/L

Page 1

Shipper (full style and address)		BIMCO LINER BILL OF LADING CODE NAME: "CONLINEBILL 2000" 	
Consignee (full style and address) or Order		B/L No.	Reference No.
		Vessel	
Notify Party (full style and address)		Port of loading	
		Port of discharge	
PARTICULARS DECLARED BY THE SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER			
Container No./Seal No./Marks and Numbers	Number and kind of packages; description of cargo	Gross weight, kg	Measurement, m ³
SHIPPED on board in apparent good order and condition (unless otherwise stated herein) the total number of Containers/Packages or Units indicated in the Box opposite entitled "Total number of Containers/Packages or Units received by the Carrier" and the cargo as specified above, weight, measure, marks, numbers, quality, contents and value unknown, for carriage to the Port of discharge or so near thereunto as the vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the Port of discharge unto the lawful holder of the Bill of Lading, on payment of freight as indicated to the right plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant* expressly accepts and agrees to all its stipulations on both Page 1 and Page 2, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One original Bill of Lading must be surrendered duly endorsed in exchange for the cargo or delivery order, whereupon all other Bills of Lading to be void. IN WITNESS whereof the Carrier, Master or their Agent has signed the number of original Bills of Lading stated below right, all of this tenor and date.			
Carrier's name/principal place of business		Total number of Containers/Packages or Units received by the Carrier	
		Shipper's declared value	Declared value charge
		Freight details and charges	
		Date shipped on board	
Signature or, for the Carrier as Master (Master's name/signature) as Agents (Agent's name/signature)		Number of original Bills of Lading	
		Pre-carriage by**	
		Place of receipt by pre-carrier**	
		Place of delivery by on-carrier**	

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(BIMCO), Copenhagen, 2000

*As defined hereinafter (Cl. 1)

**Applicable only when pre-/on-carriage is arranged in accordance with Clause 8

Printed and sold by Fr. G. Knudtzons Bogtrykkeri A/S, Valtensbaekvej 61, DK-2625 Valtensbaek, Fax: +45 4366 0701
by authority of The Baltic and International Maritime Council (BIMCO), Copenhagen

BIMCO LINER BILL OF LADING

Code Name: "CONLINEBILL 2000"

Page 2

1. Definition.

"Merchant" includes the shipper, the receiver, the consignee, the holder of the Bill of Lading, the owner of the cargo and any person entitled to possession of the cargo.

2. Notification.

Any mention in this Bill of Lading of parties to be notified of the arrival of the cargo is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

3. Liability for Carriage Between Port of Loading and Port of Discharge.

(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo and live animals.

(b) If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this Bill of Lading, or to the limitation amount as determined in sub-clause 3(a), whichever is the lesser.

(c) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clause 3(a) or, if applicable, the Additional Clause.

4. Law and Jurisdiction.

Disputes arising out of or in connection with this Bill of Lading shall be exclusively determined by the courts and in accordance with the law of the place where the Carrier has his principal place of business, as stated on Page 1, except as provided elsewhere herein.

5. The Scope of Carriage.

The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the carriage including bunkering, loading, discharging, or other cargo operations and maintenance of Vessel and crew.

6. Substitution of Vessel.

The Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

7. Transhipment.

The Carrier shall be at liberty to tranship, lighten, land and store the cargo either on shore or afloat and reshipe and forward the same to the Port of discharge.

8. Liability for Pre- and On-Carriage.

When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Port of loading or on-carriage of the cargo to a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him.

9. Loading and Discharging.

(a) Loading and discharging of the cargo shall be arranged by the Carrier or his Agent.

(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging.

(c) Loading and discharging may commence without prior notice.

(d) The Merchant or his Agent shall tender the cargo when the Vessel is ready to load and as fast as the Vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to tender the cargo when the Vessel is ready to load or fails to load as fast as the Vessel can receive the cargo, the Carrier shall be relieved of any obligation to load such cargo, the Vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for deadfreight and/or any overtime charges, losses, costs and expenses incurred by the Carrier.

(e) The Merchant or his Agent shall take delivery of the cargo as fast as the Vessel can discharge including, if required by the Carrier, outside ordinary working hours notwithstanding

any custom of the port. If the Merchant or his Agent fails to take delivery of the cargo the Carrier's discharging of the cargo shall be deemed fulfillment of the contract of carriage. Should the cargo not be applied for within a reasonable time, the Carrier may sell the same privately or by auction. If the Merchant or his Agent fails to take delivery of the cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier.

(f) The Merchant shall accept his reasonable proportion of unidentified loose cargo.

10. Freight, Charges, Costs, Expenses, Duties, Taxes and Fines.

(a) Freight, whether paid or not, shall be considered as fully earned upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under this Contract are payable by the Merchant to the Carrier on demand. Interest at Libor (or its successor) plus 2 per cent. shall run from fourteen days after the date when freight and charges are payable.

(b) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons.

(c) The Merchant shall be liable for any dues, duties, taxes and charges which under any denomination may be levied, *inter alia*, on the basis of freight, weight of cargo or tonnage of the Vessel.

(d) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.

(e) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.

11. Lien.

The Carrier shall have a lien on all cargo for any amount due under this contract and the costs of recovering the same and shall be entitled to sell the cargo privately or by auction to satisfy any such claims.

12. General Average and Salvage.

General Average shall be adjusted, stated and settled in London according to the York-Antwerp Rules 1994, or any modification thereof, in respect of all cargo, whether carried on or under deck. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

13. Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the cargo paid or payable by the other or non-carrying vessel or her Owner to the owner of the cargo and set-off, recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

14. Government directions, War, Epidemics, Ice, Strikes, etc.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the carriage under this Contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the carriage would expose the Vessel or any cargo onboard to risk of seizure, damage or delay, in consequence of war, wartime operations, blockade, riots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the Port of loading or any other safe and convenient port.

(c) Should it appear that epidemics; quarantine; ice; labour troubles, labour obstructions, strikes, lockouts (whether

onboard or on shore); difficulties in loading or discharging would prevent the Vessel from leaving the Port of loading or reaching or entering the Port of discharge or there discharging in the usual manner and departing therefrom, all of which safely and without unreasonable delay, the Master may discharge the cargo at the Port of loading or any other safe and convenient port.

(d) The discharge, under the provisions of this Clause, of any cargo shall be deemed due fulfillment of the contract of carriage.

(e) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

15. Defences and Limits of Liability for the Carrier, Servants and Agents.

(a) It is hereby expressly agreed that no servant or agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under this Contract of carriage for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier acting as aforesaid.

(c) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(d) For the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Contract of carriage.

16. Stowage.

(a) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods.

(b) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.

17. Shipper-Packed Containers, trailers, transportable tanks, flats and pallets.

(a) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:

(i) negligent filling, packing or stowing of the container; or
(ii) the contents being unsuitable for carriage in container; or
(iii) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.

(b) The provisions of sub-clause (i) of this Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

(c) The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

18. Return of Containers.

(a) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

(b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to containers, pallets or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

ADDITIONAL CLAUSE

U.S. Trade, Period of Responsibility.

(i) In case the Contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in said Act shall govern before loading and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo coming into the Carrier's custody.

(ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any loss or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.

Pomorska teretnica za slobodnu plovidbu – B/L as per CP

Revised 1994, 2007 (2.0)

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 BIMCO		CONGENBILL 2007 BILL OF LADING To be used with charter parties Page 1	
Shipper	Bill of Lading No.	Reference No.	
Consignee	Vessel		
Notify address	Port of loading		
	Port of discharge		
Shipper's description of goods		Gross weight	
(of which on deck at shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)			
Freight payable as per CHARTER PARTY dated:	SHIPPED at the Port of Loading in apparent good order and condition on the Vessel for carriage to the Port of Discharge or so near thereto as the Vessel may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF.		
FREIGHT ADVANCE Received on account of freight:	Date shipped on board	Place and date of issue	Number of original Bills of Lading
Signature: (i) _____ Master Master's name and signature (ii) _____ as Agent for the Master Agent's name and signature Or (iii) _____ as Agent for the Owner Agent's name and signature _____ Owner *If option (iii) filled in, state Owner's name above			

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CONGENBILL 2007

BILL OF LADING

To be used with charter parties

Page 2

Conditions of Carriage

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause/Dispute Resolution Clause, are herewith incorporated.

(2) General Paramount Clause

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

(3) General Average

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994 in London unless another place is agreed in the Charter Party.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew.

(4) New Jason Clause

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.

(5) Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc., see overleaf

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Pomorska teretnica za kombinovani transport-COMBINET TRSANSPORT B/L

Code Name: "COMBICONBILL"		B/L No.	
Shipper		Reference No.	
		Negotiable COMBINED TRANSPORT BILL OF LADING Revised 1995	
Consigned to order of			
Notify party/address			
Place of receipt			
Ocean Vessel	Port of loading		
Port of discharge	Place of delivery	Freight payable at	Number of original Bills of Lading
Marks and Nos.	Quantity and description of goods	Gross weight, kg, Measurement, m ³	
Particulars above declared by Shipper			
Freight and charges		RECEIVED the goods in apparent good order and condition and, as far as ascertained by reasonable means of checking, as specified above unless otherwise stated. The Carrier, in accordance with and to the extent of the provisions contained in this Bill of Lading, and with liberty to sub-contract, undertakes to perform and/or in his own name to procure performance of the combined transport and the delivery of the goods, including all services related thereto, from the place and time of taking the goods in charge to the place and time of delivery and accepts responsibility for such transport and such services. One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. IN WITNESS whereof TWO (2) original Bills of Lading have been signed, if not otherwise stated above, one of which being accomplished the other(s) to be void.	
Shipper's declared value of ____ subject to payment of above extra charge. Note: The Merchant's attention is called to the fact that according to Clauses 10 to 12 and Clause 24 of this Bill of Lading, the liability of the Carrier, in most cases, limited in respect of loss of or damage to the goods and delay.		Place and date of issue Signed for _____ as Carrier by _____ As agent(s) only to the Carrier	

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Pomorski tovarni list za konbinovani transport – Multimodal transport waybill

Code Name: "MULTIMODAL TRANSPORT WAYBILL"		MT Doc. No.
Consignor		Reference No.
		MULTIMODAL TRANSPORT WAYBILL Issued by The Baltic and International Maritime Council (BIMCO), subject to the UNCTAD/ICC Rules for Multimodal Transport Documents (ICC Publication No. 481) and to the CMI Uniform Rules for Sea Waybills. Issued 1995
Consignee (not to order)		
Notify party/address		
Place of receipt		
Ocean Vessel	Port of loading	
Port of discharge	Place of delivery	
Marks and Nos.	Quantity and description of goods	Gross weight, kg, Measurement, m ³
Particulars above declared by Consignor		
Freight and Charges subject to payment of above extra charge. Note: The Merchant's attention is called to the fact that according to Clauses 10 to 12 of this MT Waybill, the liability of the MTO is, in most cases, limited in respect of loss of or damage to the goods.		RECEIVED the goods in apparent good order and condition and, as far as ascertained by reasonable means of checking, as specified above unless otherwise stated. The MTO, in accordance with and to the extent of the provisions contained in this MT Waybill, and with liberty to sub-contract, undertakes to perform and/or in his own name to procure performance of the multimodal transport and the delivery of the goods, including all services related thereto, from the place and time of taking the goods in charge to the place and time of delivery and accepts responsibility for such transport and such services. The Consignor shall be entitled to transfer right of control of the cargo to the Consignee, the exercise of such option to be noted on this MT Waybill and to be made no later than the receipt of the cargo by the Carrier.
Consignor's declared value of	Freight payable at	Place and date of issue
		Signed for the Multimodal Transport Operator (MTO) as Carrier
		by _____
		As agent(s) only to the MTO

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Pomorska putna karta i ugovor o prevozu

ADRIATIC LINES S.A.		PREVOZNA KARTA PASSAGE TICKET kontrolni kupon auditor's coupon		N^o	Rezervacioni kod Reservation code
					Ime i prezime Name and last name
Brod: Vessel:	Datum polaska Sailing date	Čas Hour	Od From	Do To	Broj pasoša Passport No.
Vrsta smještaja Type of accommodation	U JEDNOM PRAVCU ONE WAY			CIJENA FARE	Nacionalnost Nationality
Palubna karta Deck pass.					Datum i mjesto rođenja Date and place of birth
Ležaj Berth					Izdato u vezi sa ili u zamjenu za Issued in conjunction with or in exchange for
Avio - sjedište Reclining seat					Poslovnica izdavanja datum, pečat i potpis Issuing office date stamps and sign
Ostalo Other					
M. M. M. M.					
Reg.	Reg.	Reg.	Sve ukupno Grand Total		
M. PRIMJEDBE REMARKS					
Reg.					
Izdavanje ove karte ili sam čin ukrcavanja putnika na brod automatski označava početak primjene uslova i izuzeća putovanja kako je odštampano na prednjoj stranici karte, sa kojima je putnik upoznat i koje je on prihvatio. The issue of this ticket or the mere act of embarkation on the vessel by a passenger automatically bring into application the terms, conditions and exceptions of passage as printed on the front of ticket of which the passenger is aware and which have been accepted by him.					

ΟΡΟΙ ΕΣΤΙΩΣΗΣ ΕΠΙΒΑΤΗ

α.1 Το εισιτήριο αυτό είναι ατομικό, ανακλώσιμο, δεν μεταβιβάζεται και ισχύει μόνο για τη θέση και το ταξίδι για το οποίο εκδόθηκε. α.2 Στο εισιτήριο δεν περιλαμβάνεται αντίμητρο τροποδοσίας. α.3 Ο επιβάτης οφείλει να βρίσκεται στο χώρο επιβίβασης του πλοίου μία (1) ώρα πριν την αναχώρηση. Αν δεν προλάβει τον ανδριάντα δεν δικαιούται επιστροφής ναυτικού, ενώ αν δηλώσει προ του ανδριάντα την πρόθεσή του να μην πραγματοποιήσει για οποιοδήποτε λόγο το ταξίδι δικαιούται επιστροφής του μισού ναυτικού. α.4 Ταξίδι ηλικίας μέχρι 4 χρόνων ταξιδεύουν δωρεάν και δεν δικαιούνται κλίσης, ενώ παιδιά από 4-10 χρόνων πληρώνουν το μισό εισιτήριο και δικαιούνται κλίσης. α.5 Ο καυτήρις ολόκληρου εισιτηρίου δικαιούται να μεταφέρει δωρεάν αποσκευές μέχρι 40 χιλιογράμμων ή 0,5 m³. α.6 Σε περίπτωση απώλειας του εισιτηρίου, δεν αναιρούνται και δεν επιστρέφεται το αντίμητρο του. α.7 Εφόσον ο επιβάτης διατηρήσει τη φύλαξη των αποσκευών του η πλοιοκτήτρια εταιρεία δεν ευθύνεται για φθορά ή απώλίες τους. α.8 Ήμισι, ήμισι και ανώτεροι αξιωματικοί μπορούν να παραδοθούν στο λογασιόριο του πλοίου για φύλαξη. α.9 Η πλοιοκτήτρια εταιρεία δεν ευθύνεται για τυχόν καθυστέρηση του δρομολογίου, παράδοση και μη τήρηση κανονικής πορείας που οφείλονται σε κακές καιρικές συνθήκες ή εντολές του ΥΕΝ ή των Αμερικανών Αρχών ή σε λόγους ανεξαρτήτων βίας. α.10 Αναρρώματα στους επιβάτες να μεταφέρουν οπληκτικές, εύφλεκτες, διαρηκτικές και γενικά επικίνδυνες ύλες. α.11 Οι επιβάτες ευθύνονται για την τήρηση των Αμερικανών, Υποαρκτικών και Τελωνειακών διατάξεων. α.12 Οι επιβάτες οφείλουν να συμμορφώνονται με τις οδηγίες του πλοιοκτήτη και του πληρώματος που αφορούν στην τήρηση της τάξης και στην ασφαλεία του πλοίου. α.13 Για κάθε παράβαση κατά τη διάρκεια του ταξιδιού οι επιβάτες πρέπει να απευθύνονται στον πλοίαρχο ή τον υπάλληλο του πλοίου και μετά το τέλος του ταξιδιού στην πλοιοκτήτρια εταιρεία ή στις Αμερικανές Αρχές. α.14 Αν για οποιοδήποτε λόγο μεταωθεί το ταξίδι με υπαγόρευση του πλοίου επιστρέφεται το αντίμητρο του εισιτηρίου χωρίς άλλη υποχρέωση της πλοιοκτήτριας εταιρείας προς τον επιβάτη. α.15 Η πλοιοκτήτρια εταιρεία έχει το δικαίωμα, μετά από έγκριση του ΥΕΝ, να αντικαταστήσει το πλοίο, για το οποίο εκδόθηκε το εισιτήριο αυτό, με άλλο πλοίο.

ΟΡΟΙ ΑΝΟΜΕΣΗΣ ΜΕΤΑΦΟΡΑΣ ΟΧΗΜΑΤΩΣ

β.1 Ο οδηγός υποχρεούται να φορτώσει και να ασφαλίσει το όχημά του. β.2 Το όχημα πρέπει να βρίσκεται στο χώρο αναμονής φόρτωσης μία (1) ώρα πριν τον ανδριάντα και σε κάθε περίπτωση στο χρόνο που καθορίζεται από τους ισχύοντες Κανονισμούς Αμερικής. β.3 Ο οδηγός δεν δικαιούται επιστροφής του ναυτικού αν δεν προλάβει τον ανδριάντα του πλοίου, ενώ αν δηλώσει προ του ανδριάντα την πρόθεσή του να μην φορτώσει το όχημά του δικαιούται επιστροφής του μισού ναυτικού. β.4 Σε περίπτωση απώλειας της απόδειξης μεταφοράς οχήματος το αντίμητρο δεν επιστρέφεται. β.5 Οι επιβάτες των οχημάτων υποχρεούνται να αναβιβάζονται από αυτό πριν από την φόρτωση τους στο πλοίο. β.6 Οι επιβάτες πρέπει να φέρουν μαζί τους αντικείμενα που θα χρειασθούν κατά τη διάρκεια του ταξιδιού. Μετά την αναχώρηση απαγορεύεται η είσοδος στο χώρο οχημάτων. β.7 Αναρρώματα ή μεταφοράς οπληκτικών, εύφλεκτων, διαρηκτικών και επικίνδυνων γενικά υλών. β.8 Η σειρά προτεραιότητας φόρτωσης των οχημάτων καθορίζεται από τους κανονισμούς Αμερικής και Αμερικανές Αρχές, στην περιοχή της οποίας γίνεται η φόρτωση. Οι ουσίες όρα δεν ισχύουν για κλίσεις εξωτερικού.

Οι ουσίες όρα ισχύουν υπό την επωνυμία της εφαρμογής του Ν. 3709/2008 "Κανονισμός - Υποαρκτικός Επιδόσεις Μεταφορών στις τακτικές διεκδικήσεις μεταφορών και άλλες διατάξεις" (ΦΕΚ 213 Α/14.10.2008)

PASSENGER TICKET TERMS AND CONDITIONS

a.1 This ticket is personal, non-transferable and issued in the passenger's name. It is valid only for the seat and voyage for which it was issued. a.2 Meals are not included in the fare. a.3 Passengers should be in the embarkation area one (1) hour before departure. Passengers who are not on time for sailing are not entitled to a refund. Passengers who may cancel their tickets for any reason before sailing are entitled to a refund of half the ticket price. a.4 Children of up to 4 years of age travel free and are not entitled to berths. Children between 4 and 10 years of age pay half fare and are entitled to berths. a.5 A holder of a full fare ticket is entitled to carry aboard luggage of up to 40 kilograms or 0.5m³ free of charge. a.6 In case of loss, a ticket is not replaced and its fare is not refunded. a.7 The ship-owning company is not responsible for any damage to or loss of luggage that is under the personal care of passengers. a.8 Jewellery, money and valuables may be handed to the Purser's Office for safekeeping. a.9 The ship-owning company is not responsible for any delay, deviation and not following the scheduled course due to adverse weather conditions, or on orders of the Greek Ministry of Mercantile Marine or of the Port Authorities, or due to force majeure. a.10 Passengers are not permitted to carry explosive, flammable, incendiary and generally dangerous substances. a.11 Passengers are responsible for observing Port, Health and Customs Regulations. a.12 Passengers should comply with the Master's and crew's directions for maintaining order and ensuring safety aboard. a.13 During the voyage, all passenger complaints should be made to the ship's Master or First Officer and, after the completion of the voyage, to the ship-owning company or the Port Authorities. a.14 If, for any reason, the voyage is cancelled and such cancellation is due to the ship, the fare will be refunded with no further obligation on the part of the ship-owning company to the passenger. a.15 The ship-owning company has the right (with approval of the Greek Ministry of Mercantile Marine) to replace the ship for which the ticket was issued with another ship.

TERMS AND CONDITIONS FOR VEHICLE TRANSPORT VOUCHERS

b.1 The driver is obligated to embark and disembark his/her vehicle. b.2 Vehicles must be in the waiting area to be embarked one (1) hour before sailing and in any case at the time specified in the applicable Port Regulations. b.3 Drivers who are not on time for sailing are not entitled to refund. Drivers who, before sailing, may make known that they do not intend to embark their vehicles are entitled to refund of half the ticket price. b.4 In case of loss of the vehicle transport voucher, the fare is not refunded. b.5 Vehicle passengers are obligated to alight before vehicles are embarked aboard. b.6 Passengers should have with them the items they may need during the voyage. After departure, entry into the vehicle area is forbidden. b.7 Passengers are not permitted to carry explosive, incendiary, flammable and generally dangerous substances. b.8 The order of priority for vehicle embarkation is determined in the Port Regulations of every Port Authority in the region of which embarkation occurs. The Terms and Conditions above are not applicable to overseas voyages. The above mentioned terms apply under the reservation of the implementation of Law 3709/2008 "Passengers and Transporters Rights and Obligations at Regular Maritime Transports and other provisions".

✓ ΤΥΠΟΓΡΑΦΗ - ΤΗΛ: 210 23 89 200 (006 0049 - 41061)

prilog br. 30

Kargo plan – Cargo plan

M/V SIDER CAPRI.

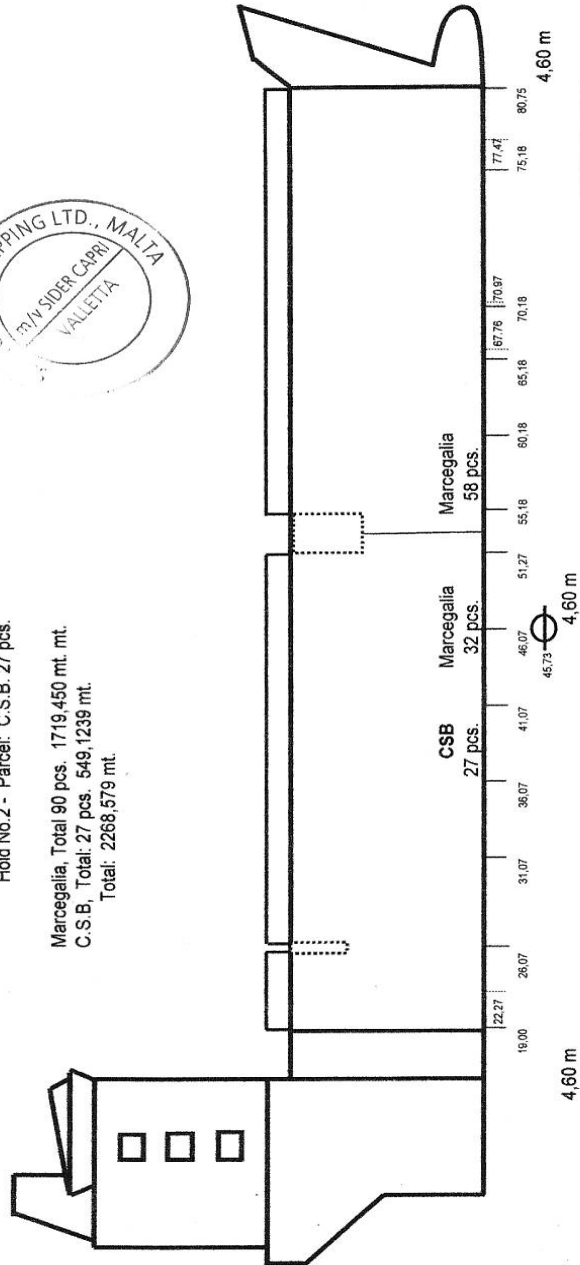
CARGO PLAN.

Bar - 29.01.2012.

Hot rolled coils.

Hold No.1 - Parcel Marcegaglia 58 pcs.
Hold No.2 - Parcel Marcegaglia 32 pcs.
Hold No.2 - Parcel: C.S.B. 27 pcs.

Marcegaglia, Total 90 pcs. 1719,450 mt. mt.
C.S.B., Total: 27 pcs. 549,1239 mt.
Total: 2268,579 mt.



CHIEF OFFICER

M/V SIDER CAPRI

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Spisak putnika,

IMO PASSENGER LIST
(IMO FAL Form 6)

Name of ship		1.2 IMO number		1.3 Call sign		Arrival	Departure	Page Number
Age number		2. Port of arrival/departure		3. Date of arrival/departure		4. Flag State of ship		
Y name, given names	6. Nationality	7. Date and place of birth	8. Type of identity or travel document	9. Serial number of identity or travel document	10. Port of embarkation	11. Port of disembarkation	12. Transit passenger or not	
Signature and signature by master, authorized agent or officer								

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[illegible]

Vremenska tablica – Time sheet

E 1.3



1. Agent		STANDARD TIME SHEET (SHORT FORM) RECOMMENDED BY THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE (BIMCO) AND THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIP BROKERS AND AGENTS (FONASBA)	
2. Vessel's name		3. Port	
4. Owner/Disponent Owner		5. Vessel berthed	
6. Cargo		6. Loading commenced	7. Loading completed
13. Charter Party *		8. Discharging commenced	10. Discharging completed
15. Bill of Lading weight/quantity		11. Cargo documents on board	12. Vessel sailed
16. Outturn weight/quantity		14. Working hours/most hours of the port *	
17. Vessel arrived on roads		18. Time to count from	
19. Notice of readiness tendered		20. Rate of demurrage	21. Rate of despatch money
22. Next tide available		23.	
24. Laytime allowed for loading	25. Laytime allowed for discharging	26.	

LAYTIME COMPUTATION *

Date	Day	Time worked		Laytime used			Time saved on demurrage			Remarks *
		From	To	days	hour	minutes	days	hour	minutes	
General remarks *										
Place and date						Signature *				
Signature *						Signature *				

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* See Explanatory Notes overleaf for filling in the boxes

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Tablica činjenjičnog stanja, statement of fact

E 1.5



1. Agents		STANDARD STATEMENT OF FACTS (OIL AND CHEMICAL TANK VESSELS) (SHORT FORM) RECOMMENDED BY THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE (BIMCO) AND THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIP BROKERS AND AGENTS (FONASBA)	
2. Vessel's name		3. Port or Place	
4. Owners/Disponent Owners		5. Vessel involved	
6. Cargo (also indicate possible details as to stow)		8. Hoses connected (load.)	7. Loading commenced
		9. Loading completed	10. Hoses disconnected (load.)
13. Charter Party *		11. Hoses connected (disch.)	12. Discharging commenced
		14. Discharging completed	15. Hoses disconnected (disch.)
16. Bill of Lading issued	17. Outturn quantity	18. Cargo documents on board	19. Vessel sailed *
20. Vessel arrived at anchorage	21. Pilot on board	22. Draft on arrival (fore and aft)	23. Draft on sailing (fore and aft)
24. Notice of readiness tendered		24. Vessel arrived from	25. Vessel sailed to *
27. Next tide available	28. Weathered anchor	29.	
30. Free pratique given		31.	
32. Dewatering commenced	33. Dewatering completed	34.	
36. Ballasting commenced	38. Ballasting completed	37.	
39. Tanks inspected	39. Tanks passed	40.	

DETAILS OF DAILY WORKING *

Date	Day	Hours worked		Hours stopped		Quantity loaded/disch.	Remarks *
		From	To	From	To		
General remarks, delays, reasons and duration of delays, such as slow pumping, excess back pressure, etc. *							
Place and date						Name and signature (Master) *	
Name and signature (Agents) *						Name and signature (for the Charterers/Shipper/Receiver) *	

* See Explanatory Notes overleaf for filling in the boxes

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POSTUPAK SA PRIJAVLJENOM ROBOM

Bilješke carinarnice o mjerama carinskog nadzora, nadenom stanju robe prilikom iskrcavanja, smještaja odnosno otpreme, ispravama koje se odnose na robu i druge primjedbe.

Višak životnih namirnica, alkoholnog pića, cigareta i druge robe preko potrebe zadržavanja broda u luci stavljen pod carinsku plombu. Broj plombi Broj ključa

(M.P.)

Carinski Radnik

Izjava o teretu,

IZJAVA O TERETU

Prijavljujem carinarnici _____

brod i robu navedene u ovoj izjavi i priloženim ispravama / _____

Ime broda _____

Država pripadnosti _____

Brod je prešao preko carinske crte dana _____

Ime zapovjednika i broj putne isprave _____

Broj članova posade _____

Broj putnika _____

Predhodna luka _____

U Baru, _____

Brodski Agent u luci _____

m.b. _____

Ukupno manifesta _____

Tip broda _____

Teretni brod za generalni teret		
BRT	NRT	DWT

Carinarnica je uporedila priložene isprave s ovom izjavom i utvrdila da su podaci usklađeni-neusklađeni

Kontrolnik
Izjava o teretu
Br. _____

(naznačiti u čemu je neispravnost)

Dana _____

(M.P.)

Carinski Radnik

PODACI O PRIJAVLJENOJ ROBI

R.b.	Luka ukrcaja / Zemlja	Teretnica	Koleta		Bruto težina	Teret / Naziv robe
			Broj	Oblik		
		Ukupno:				Aluminijum

u svojstvu Agent

IOT-Strana 2 od 2

[illegible]

DANA
Zapovjednik broda ili plovidbeni agent

(M.P.)

Prijavljujem carinarnici

brod i robu navedene u ovom man. i priloženim ispravama /

Ukupno manifesta

Ime broda

Tip broda

Džava pripadnosti

Teretni brod za generalni teret

BRT	NRT	DWT

brod i robu navedene u ovom man. i priloženim ispravama /	Ukupno manifest
	<i>Tip broda</i>

Teretni brod za generalni teret			
BRT		DWT	

Broj doplovia iz	Broj IOT	od
------------------	----------	----

Ime zapovjednika I broj putne isprave

Br. članova posade	Broj putnika
1	1
2	2
3	3
4	4
5	5
6	6
7	7
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90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

Teret u tranzitu	Sledeća luka

U Baru,	Brodski Agent u luci	m.p.
---------	----------------------	------

*****Prilozi:**

- Manifest tereta
- Lista posade / putnika / putnika u tranzitu
- Popis namirnica
- Popis ličnih stvari posade

Carinarnica je uporedila priložene isprave s ovom izjavom i utvrdila da su podaci usklađeni-neusklađeni

Kontrolnik		(naznačiti u čemu je neispravnost)
Od. Manifesta		
Br.		
Dana		(M.P.)
		Carinski Radnik

Jedinmstvena carinska isprava 1,

JEDINSTVENA CARINSKA ISPRAVA					A CARINARNICA OTPREME/IZVOZA				
PRIMJERAK ZA C-CU IZVOZNOG CARINJENJA	1	2 Pošiljalac/Izvoznik M.B.			1 DEKLARACIJA				
					3 Obrasci 4 Ulov. spec.				
					5 Naimen. 6 Broj paketa 7 Broj ugovora				
		8 Primalac M.B.			9 Lice odgovorno za finansijsko poravnanje				
		14 Podnosilac isprave M.B.			10 Z. sl./odr. 11 Z. trgovca /proiz. 12 Podaci o vrijednosti 13 ZPP				
					15 Zemlja otpreme/izvoza 16 Zemlja porijekla 17 Z. odred./šif.				
		18 Ident. i nac. prevoznog sredstva u odlasku/prispjeću 19 Kon.			20 Uслови isporuke				
		21 Ident. i nac. aktivnog prevoznog sredstva koje prelazi granicu			22 Valuta i ukupan iznos iz fakture 23 Kurs valute 24 Vrsta spoljne br. poslova				
		25 Vrsta saobr. na granici 26 Unutrašnja vrsta saobraćaja 27 Mjesto ulovara/istovara			28 Finansijski i bankarski podaci				
		29 Carinska ispostava Istupa/Ulaza 30 Mjesto robe							
31 Pakovanje i naimenovanje robe	32 Naim. br.				33 Šifra robe				
					34 Šifra zemlje por. 35 Bruto masa u kg 36 Povlas-tica				
					37 POSTUPAK 38 Neto masa u kg 39 Kvota				
					40 Isprava/prethodni dokument				
					41 Dopunska jedinica 42 Cijena robe 43 M.V.				
					44 Priložene isprave i dodatne informacije				
					45 Prilagođavanje				
					46 Statistička vrijednost				
47 Obračun dažbina	Vrsta	Osnovica	Stopa	Iznos	NP	48 Odloženo plaćanje			
						49 Identifikacija skladišta			
	Ukupno:					B DETALJI OBRAČUNA			
51 Carinarnica tranzita (i zemlja)	50 Glavni obveznik M.B.				Potpis:				
	Zastupljen od strane:				C POLAZNA CARINARNICA				
	Mjesto i datum:								
52 Garanci-ja koja ne važi za	D KONTROLA POLAZNE CARINARNICE				Pečat:				
	Rezultat:				54 Mjesto i datum				
	Stavljene piombe: Broj:				Potpis i ime podnosioca isprave				
	Identitet:								
	Rok (datum):								
	Potpis:								

Stampa "Ljetopis" d.o.o. po odobrenju
Uprave carina CG br. D-8395/1

prilog br. 38

Jedinstvena carinska isprava JCI 6,

JEDINSTVENA CARINSKA ISPRAVA					A CARINARNICA ODREĐISTIA				
PRIMJERAK ZA C-CU UVOZNOG CARINJENJA	6				1 DEKLARACIJA				
	2 Posiljatelj/izvoznik M.B.				3 Obrasci				
					4 Ulov. spec.				
					5 Namern.				
					6 Broj paketa				
					7 Broj ugovora				
	8 Primačac M.B.				9 Lice odgovorno za finansijsko poravnanje				
					10 Z. si/odr.				
					11 Z. trgovca /proiz.				
					12 Podaci o vrijednosti				
				13 ZPP					
14 Podnosioc isprave M.B.				15 Zemlja otpreme/izvoza					
				16 Zemlja porijekla					
				17 Z. odredišt					
18 Ident. i nac. prevoznog sredstva u odlasku/prigjebu				19 Kon.					
20 Uslovi isporuke				21 Ident. i nac. aktivnog prevoznog sredstva koje prelazi granicu					
22 Valuta i ukupan iznos iz fakture				23 Kurs valute					
24 Vrsta spojno tr. poslova				25 Vrsta saobr. na granici					
26 Unutrašnja vrsta saobraćaja				27 Mjesto ulovara/istovara					
28 Finansijski i bankarski podaci				29 Carinska ispostava istupa/ulaza					
30 Mjesto robe				31 Pakovanje i nameno- vanje robe					
				32 Nam. br.					
				33 Sifra robe					
				34 Sifra zemlje por. a) b)					
				35 Bruto masa u kg					
				36 Povlas- tica					
				37 POSTUPAK					
				38 Neto masa u kg					
				39 Kvota					
				40 Isprava/prethodni dokument					
				41 Dopunska jedinica					
				42 Cijena robe					
				43 M.V.					
				44 Priloženo isprave i dodatne informacije					
				45 Prikladavanje					
				46 Statistička vrijednost					
47 Običan sažetak				48 Odučeno plaćanje					
Vrsta				49 Identifikacija skladišta					
Osnovica									
Stopa									
Iznos									
NP									
Ukupno									
50 Otvoreni otvorenik M.B.				B DETALJI OBRAČUNA					
Potpis:									
51 Zastupljen od strane				C POLAZNA CARINARNICA					
Mjesto i datum:									
52 Izjava o ispravnosti				53 Određena carinarnica (i zemlja)					
54 Mjesto i datum									
Pečat:				Potpis i im. podnosioca isprave					
D KONTROLA POLAZNE CARINARNICE									
Priznat:									
Nadležna plovila: Broj									
Uvjetet:									
Fak. istovara:									
Kontrola:									

Stampa "Upravitelj" d.o.o. po odobrenju Uprave carina CG br. D-0335/1

prilog br. 39

Jedinstve carinska isprava BIS 1,

JEDINSTVENA CARINSKA ISPRAVA BIS										A CARINARNICA OTPREME/IZVOZA										
2 Pošiljalac/Izvoznik M.B.										1 DEKLARACIJA										
										3 Obrasci 1										
11 Pakovanje i naimenovanje robe	Oznake i brojevi - kontejner br. - broj i vrsta										32 Nam. br.	33 Sifra robe								
14 Priložene isprave i dodatne informacije											34 Sifra zemlje por.			35 Bruto masa u kg			36 Povlastica			
											a b									
											37 POSTUPAK			38 Neto masa u kg			39 Kvota			
											40 Isprava/prethodni dokument									
											41 Dopunska jedinica			42 Cijena robe			43 M.V.			
													Sifra			45 Prilagodavanje				
																46 Statistička vrijednost				
11 Pakovanje i naimenovanje robe	Oznake i brojevi - kontejner br. - broj i vrsta										32 Nam. br.	33 Sifra robe								
14 Priložene isprave i dodatne informacije											34 Sifra z. porek.			35 Bruto masa u kg			36 Povlastica			
											a b									
											37 POSTUPAK			38 Neto masa u kg			39 Kvota			
											40 Sažeta deklaracija/prethodni dokument									
											41 Dopunska jedinica			42 Cijena robe			43 M.V.			
													Sifra			45 Prilagodavanje				
																46 Statistička vrijednost				
11 Pakovanje i naimenovanje robe	Oznake i brojevi - kontejner br. - broj i vrsta										32 Nam. br.	33 Sifra robe								
14 Priložene isprave i dodatne informacije											34 Sifra z. porek.			35 Bruto masa u kg			36 Povlastica			
											a b									
											37 POSTUPAK			38 Neto masa u kg			39 Kvota			
											40 Sažeta deklaracija/prethodni dokument									
											41 Dopunska jedinica			42 Cijena robe			43 M.V.			
													Sifra			45 Prilagodavanje				
																46 Statistička vrijednost				
17 Obračun dažbina	Vrsta	Osnovica	Stopa	Iznos	NP	Vrsta	Osnovica	Stopa	Iznos	NP										
Ukupno za prvo naimenovanje:										Ukupno za drugo naimenovanje:										
Vrsta	Osnovica	Stopa	Iznos	NP	Vrsta	Iznos	NP	ZBIRNO												
										1 PRIMJERAK ZA C-CU IZVOZNOG CARINJENJA										
										C POLAZNA CARINARNICA										
Ukupno za treće naimenovanje:										UKUPNO:										

prilog br. 40

Međunarodni tovarni drumski list - *CMR*,

[illegible]

prilog br. 41

Međunarodni željeznički tovarni list za - CIM,

30 Товарни лист CIM Frachtbrief CIM		Колски лист CUV Wagenbrief CUV	
1 Пошљалац (име или назив, адреса) – Absender (Name, Anschrift) Потпис Unterschrift ПДВ бр. MWSt.-Nr. 4 Прималац (име или назив, адреса, земља) Empfänger (Name, Anschrift, Land) ПДВ бр. MWSt.-Nr. 15 Место издавања Ablieferungsort		2 3 E-Mail Tel. Fax 5 6 E-Mail Tel. Fax 12	
16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100		7 Издање пошљаоца Erklärungen des Absenders 8 Обавештење пошљаоца – Absender Referenz 9 Прилози – Beilagen 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	

 " L U K A B A R " B A R		REF. STRANKE _____ POZICIJA _____ TELEFON _____					
SKLADIŠTE BROJ _____ OBALA _____ OSIGURANJE _____	MOLIMO VAS DA ZA NAŠ RAČUN IZVRŠITE NAVEDENE RADOVE, OPERACIJE (MANIPULACIJE) IZJAVLJUJEMO DA SU NAM POZNATI USLOVI VAŠEG POSLOVANJA I VAŠE TARIFE, TE IH PRIHVATAMO						
OPIS RADOVA, OPERACIJA (MANIPULACIJA) _____ SAOPŠTENJE O TEREČENJU TROŠKOVIMA _____ RAD TREBA IZVRŠITI PO TARIFI - UGOVORU _____ USL. PRETOVARA _____ UVOZNIK - IZVOZNIK _____							
PODACI O PREVOZNOM SREDSTVU: UKRCAJ NA: _____ MJESTO ODREDIŠTA _____ ISKRCAJ SA: _____ ODREĐENO ZA _____ MJESTO UKRCAJA _____							
Veza disp. usklad.	Br. vagona kamiona	OZNAKA TERETA	Količina	Vrsta pakovanja	NAZIV TERETA	Bruto težina u kg.	m3
CARINSKI DOKUMENTI:			BR. CARINSKE PRIJAVE _____ BR. CARINSKE DEKLARACIJE _____ BR. CARINSKE PROPRATNICE _____			UVOZ	
PRILOZI: (BEZ ZAPREKE; MANIFESTI ITD.)							
PRIMJEDBA LUKE DISPOZICIJA BROJ DISPOZICIJA BROJ DISPOZICIJA BROJ							

Izvozna lučka dispozicija,



" L U K A B A R "
B A R

SKLADIŠTE BROJ _____

OBALA _____

OSIGURANJE _____

MOLIMO VAS DA ZA NAŠ RAČUN IZVRŠITE NAVEDENE
RADOVE, OPERACIJE (MANIPULACIJE)
IZJAVLJUJEMO DA SU NAM POZNATI USLOVI VAŠEG
POSLOVANJA I VAŠE TARIFE, TE IH PRIHVATAMO

REF. STRANKE _____

POZICIJA _____

TELEFON _____

OPIS RADOVA, OPERACIJA (MANIPULACIJA) _____

SAOPŠTENJE O TEREČENJU TROŠKOVIMA _____

RAD TREBA IZVRŠITI PO TARIFI - UGOVORU _____ USL. PRETOVARA _____

UVOZNIK - IZVOZNIK _____

PODACI O PREVOZNOJ SREDSTVU:

UKRCAJ NA: _____ MJESTO ODREDIŠTA _____

ISKRCAJ SA: _____ ODREĐENO ZA _____ MJESTO UKRCAJA _____

Veza disp. usklađ.	Br. vagona kamiona	OZNAKA TERETA	Količina	Vrsta pakovanja	NAZIV TERETA	Bruto težina u kg.	m3

CARINSKI DOKUMENTI:

BR. CARINSKE PRIJAVE _____

BR. CARINSKE DEKLARACIJE _____

BR. CARINSKE PROPRATNICE _____

IZVOZ

PRILOZI: (BEZ ZAPREKE; MANIFESTI ITD.)

PRIMJEDBA LUKE

(pečat i potpis SCZ)

DISPOZICIJA BROJ

(pečat i potpis stranke)

"L U K A B A R"
B A R

prilog br. 45

Lučka dispozicija za razvoz,

AD KONTEJNERSKI TERMINAL I
GENERALNI TERETI - BAR

MOLIMO VAS DA ZA NAŠ RAČUN IZVRŠITE NAVEDENE
RADOVE, OPERACIJE (MANIPULACIJE)
IZJAVLJUJEMO DA SU NAM POZNATI USLOVI VAŠEG
POSLOVANJA I VAŠE TARIFE, TE IH PRIHVATAMO

SKLADIŠTE BROJ _____

OBALA _____

OSIGURANJE _____

REF. STRANKE _____

POZICIJA _____

TELEFON _____

OPIS RADOVA, OPERACIJA (MANIPULACIJA) _____

SAOPŠTENJE O TEREČENJU TROŠKOVIMA _____

RAD TREBA IZVRŠITI PO TARIFI - UGOVORU _____

USL. PRETOVARA _____

UVOZNIK - IZVOZNIK _____

PODACI O PREVOZNOJ SREDSTVU: _____

UKRCAJ NA: _____

MJESTO ODREDIŠTA _____

ISKRCAJ SA: _____

ODREĐENO ZA _____

MJESTO UKRCAJA _____

Veza disp.
usklad.

Br. vagona
kamiona

OZNAKA TERETA

Količina

Vrste
pakovanja

NAZIV TERETA

Bruto težina
u kg.

m³

CARINSKI DOKUMENTI:

BR. CARINSKE PRIJAVE _____

BR. CARINSKE DEKLARACIJE _____

BR. CARINSKE PROPRATNICE _____

RAZVOZ

PRILOZI: (BEZ ZAPREKE; MANIFESTI ITD.)

PRIMJEDBA LUKE

DISPOZICIJA BROJ

(pečat i potpis SCZ)

(pečat i potpis stranke)

Lučka dispozicija za dodatne radnje,

 " L U K A B A R " B A R		MOLIMO VAS DA ZA NAŠ RAČUN IZVRŠITE NAVEDENE RADOVE, OPERACIJE (MANIPULACIJE) IZJAVLJUJEMO DA SU NAM POZNATI USLOVI VAŠEG POSLOVANJA I VAŠE TARIFE. TE IH PRIHVATAMO					
SKLADIŠTE BROJ _____ OBALA _____ OSIGURANJE _____		REF. STRANKE _____ POZICIJA _____ TELEFON _____					
OPIS RADOVA, OPERACIJA (MANIPULACIJA) _____ SAOPŠTENJE O TEREČENJU TROŠKOVIMA _____ RAD TREBA IZVRŠITI PO TARIFI – UGOVORU _____ USL. PRETOVARA _____ UVOZNIK – IZVOZNIK _____							
PODACI O PREVOZNOM SREDSTVU:							
UKRCAJ NA: _____		MJESTO ODREDIŠTA _____					
ISKRCAJ SA: _____		ODREĐENO ZA _____ MJESTO UKRCAJA _____					
Veza disp. usklad.	Br. vagona kamiona	OZNAKA TERETA	Količina	Vrsta pakovanja	NAZIV TERETA	Bruto težina u kg.	m ³
CARINSKI DOKUMENTI:		BR. CARINSKE PRIJAVE _____ BR. CARINSKE DEKLARACIJE _____ BR. CARINSKE PROPRATNICE _____				DODATNE RADNJE	
PRILOZI: (BEZ ZAPREKE; MANIFESTI ITD.)							
PRIMJEDBA LUKE							
_____ (pečat i potpis SCZ)				DISPOZICIJA BROJ _____ _____		_____ (pečat i potpis stranke)	

prilog br. 47

[illegible]

Ova pobrda je neprenosiva.

Enlarged ventricular myocardium in the infarcted rat heart

Datum potvrde
Carinska dekl.
Brodsko mapa
Dnevni nalog
datum-stavka

POTVRDA OUSKLADISTENJU

Potvrđuje se da je dana

[illegible]

Broj zapisnika o oštećenju:
Napomene sa Brojačih listića

Za naručioca robu primio-predao

Potvrda iskladištenja robe – Luka Bar,

Nema dužni provjeriti verodostojnost potpisu stranaka

Ova potvrda je neprenosiva.

Org. jedinica
Skladište
Naručilac
Naručilac OJ

Datum potvrde
Carinska dekl.
Brodsko mapa
Dnevni nalog
datum-stavka

POTVRDA O ISKLADIŠTENJU

Potvrđuje se da je dana

u/iz skladišta

predana sledeća roba:

Rb	Dispoz.	Vrsta usluge	Vrsta robe	Vrsta tereta	Ozn. tereta	Sredstvo	kom.	Broj	Količina	JM

Broj zapisnika o oštećenju;
Napomene sa Brojačkih listića

Za naručioca robu primio-predao

Korisnik usluge

Posvjedočenje o primitku tereta 1.

Org. jedinica
Skladište
Naručilac
Naručilac OJ

Datum potvrde
Carinska dekl.
Brodsko mapa
Dnevni nalog
datum-stavka

Status
Disp.

POSVJEDOČENJE O PRIMITKU TERETA 1

Potvrđuje se da je dana **11.03.2003.** u/iz skladišta

predana sledeća roba:

Rb	Dispoz.	Vrsta usluge	Vrsta robe	Vrsta tereta	Ozn. tereta	Sredstvo	Broj kom.	Količina	JM

Broj zapisnika o oštećenju:

apomene sa Brojačkih listića

Za luku robu primio-predao

Za naručioca robu primio-predao

Korisnik usluge

Isimom dužni proveriti verodostojnost potpisa stranke

Ova potvrda je neprenosiva.

Prilog br. 51

Brojački listić – Luka Bar,

 BROJACKI LISTIC -

Luka Bar

Org. jedinica

Skladište

Vlasnik

Dispozicija:
DN/ST/MP/Sm
Resurs
Datum
Manip.
Brod

Rb	Drp.	Proizvod	Vrsta tereta	Teretnica	Oznaka tereta	Broj pakovanja	Kol. sredstvo	Ekv. sredstvo	Int. sredstvo
----	------	----------	--------------	-----------	---------------	----------------	---------------	---------------	---------------

Primedba:

Potpis Brojača Luke:

Špediter/agent:

Štampano:

Brojački listić – Jugoinspekt,

JUGOINSPEKT A.D. PODGORICA		Date _____ 20 _____		SHIFT _____	
PREDAJES DA KONTROLU KVALITETA I KVANTITETA ROBE CARGO SUPERINTENDENCE CORPORATION		M/T _____		HATCH N ^o _____	
UKUPNO - TOTAL		Loading Discharging in the Port of Bar		UKUPNO TOTAL	
TER B/L	OZNAKA I VRSTA TERETA MARKS AND KIND OF CARGO	BROJANJE TALLY			
MANIPULACIJA - MANIPULATION					
UKUPNO - TOTAL					

NAPOMENE - REMARKS:

RAZBIJENO - BROKEN

POCIJEPANO - TORN

PRAZNO - EMPTY

RASUTO - IN BULK

MOKRO - WET

ZAPRLJANO - DIRTY

NON ORIGINAL WRAPING

OSTALE PRIMJEDBE - OTHER REMARKS

Port tallyman _____

Ship's tallyman _____

JUGOINSPEKT _____

INSPEKT A.D. PODGORICA		Date _____ 20 _____		SHIFT _____	
PREDAJES DA KONTROLU KVALITETA I KVANTITETA ROBE CARGO SUPERINTENDENCE CORPORATION		M/T _____		HATCH N ^o _____	
UKUPNO - TOTAL		Loading Discharging in the Port of Bar		UKUPNO TOTAL	
TER B/L	OZNAKA I VRSTA TERETA MARKS AND KIND OF CARGO	BROJANJE TALLY			
MANIPULACIJA - MANIPULATION					
UKUPNO - TOTAL					

NAPOMENE - REMARKS:

RAZBIJENO - BROKEN

POCIJEPANO - TORN

PRAZNO - EMPTY

RASUTO - IN BULK

MOKRO - WET

ZAPRLJANO - DIRTY

NON ORIGINAL WRAPING

OSTALE PRIMJEDBE - OTHER REMARKS

Port tallyman _____

Ship's tallyman _____

JUGOINSPEKT _____

rilog br. 53

Bez zapreke – Delivery Order,



BAR,

DIBIEM SHIPPING AGENCY

85000 Bar, J. Tomasevica 4/2
Montenegro

Tel: +382 85 312 716; 311 599; 312 758;

Fax: + 382 85 311 599; 312 716;

Mob: + 382 69 067 510 ; e-mail: dbimagent@cg.yu

BEZ ZAPREKE /

NEMA ZAPREKE ZA ROBU PO DOLJE NAVEDENOJ TERETNICI PRISPJELOJ U LUKU BAR

BRODOM:		DANA:	
IZ LUKE:			
ROBA SE DAJE NA RASPOLAGANJE PRIMAOCU:			

SVI TROSKOVI KOJI TERETE ROBU U LUCI BAR OD NJENOG PRISPIJECA
PADAJU NA TERET PRIMAOCA.

BROJ TERETNICE:		DATUM TERETNICE:	
TERETNICA IZDATA U LUCI:			

OZNAKA/BROJEVI	OPIS/KOLICINA	GROSS WEIGHT

BROJ I O T - A:		DATUM :	
BROJ I DATUM ZBIRNE PRIJAVE / P.S.-a		////////////////////	////////////////////

DIBIEM Shipping Agency

prilog br. 54

Bez zapreke – Delivery Order – Barska plovidba Bar.

BARSKA PLOVIDBA AD - BAR

U _____ dne _____ 20 ____

BEZ ZAPREKE Br. _____

Izvolite izručiti dolje navedenu pošiljku prispjelu brodom _____
iz _____ po teretnici br. _____ datiranoj dne _____ 20 ____
primaocu _____
Krcatelj _____

MANIFESTOVANI PODACI

MARKA I BROJEVI	BROJ KOLETA	VRSTA PAKOVANJA	SADRŽAJ	TEŽINA U Kg.

Troškovi uskladištenja i čuvarine kao i ostale troškove koji terete robu, naplatiti od primaoca prije izručenja tereta.
Agencija zadržava pravo da povuče ovaj dokument u svako doba i bez obzira da li je isporuka tereta započela ili ne, uz prethodnu obavjest zainteresovanim strankama.

CU _____
NAIMENOVANJE No _____
Pošiljka je prijavljena Carini uvoznom/tranzitnom prijavom br. _____
od _____ 20 ____ br. magacinske knjige _____
Roba je uskladištena u magacinu br. _____
Cijena za "BEZ ZAPREKE" i carinsku prijavu u iznosu od EUR _____ je naplaćena.

ORIGINAL: Preduzeću Luka i skladištu
Carini
Primaocu
Agenciji

Pečat i potpis agencije:
AS AGENT'S ONLY

prilog br. 55

Špeditorska potvrda – FCR,

Suppliers or Forwarders, Principals:		 FIATA FCR		
		Forwarders Certificate of Receipt		
		ORIGINAL		
		No. 0001174 990		
Consignee		Forw. Ref.		
Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
				
according to the declaration of the consignor				
The goods and instructions are accepted and dealt with subject to the General Conditions printed overleaf				
We certify having assumed control of the above mentioned consignment in external apparent good order and condition				
☐ at the disposal of the consignee				
with irrevocable instructions*				
☐ to be forwarded to the consignee				
* Forwarding instructions can only be cancelled or altered if the original Certificate is surrendered to us, and then only provided we are still in a position to comply with such cancellation or alteration.				
Instructions authorizing disposal by a third party can only be cancelled or altered if the original Certificate of Receipt is surrendered to us, and then only provided we have not yet received instructions under the original authority.				
Place and date of issue				
Stamp and signature				
Remarks				
Instructions as to freight and charges				

Prilog br. 56

Špediterska transportna potvrda – FCT,

ŠpediteriZ – adresa nalogodavac špeditera
Supplier or Forwarding Agent's Principal



FIATA FCT
špediterska
transportna potvrda
Forwarders
Certificate of Transport

Nr 014375 YU

ORIGINAL

Toda i uslug se preklapaju i izdane su u skladu s općim uslovima otpreme i sa posebnim.
The goods and instructions are accepted and sent with subject to the General Conditions printed overleaf.

Primalac po nalogu Consigned to order of		Broj izdatih originala FCT dokumenta Number of original FCT documents	
Nalog iz obaveštenja Notify address			
Otprema / Conveyance			
Određite / Destination			
Oznaka i brojevi Marks and numbers	Broj i vrsta koleta, opis robe Number and kind of packages and description of goods	Bruto težina Gross weight	Mjere, razmjernost Measurements
Sadržaj, težina i maza prema naredbama pošiljoce Contents, weight and measurement according to sender's declaration			

Prilaganje ove isprave ili potvrde na prava koja se ne prenose, postavlja se prema pravilima sljedećih stavova, propisa i izjave kao i uslova štampanih na posebnici (uslov otpreme) kada se oni u izvršenju ne mogu izvršiti. U skladu s tim, u slučaju izvršenja pravila zaključiti ugovor sa njihovim uslovima otpreme.

1. Doka potpisani je ovlašten da sa vlasnikom i drugim strankama koje dolaze u okvir kod izvršenja pravila zaključiti ugovor sa njihovim uslovima otpreme.

2. Doka potpisani ne radi u svojstvu vlasnika nego u svojstvu međunarodnog špeditera. U skladu toga on odgovara samo za pravilan izbor tačnih adresa pod naredbom odredaba u tački 3. ove potvrde.

3. Doka potpisani dužan je da isporuči robu pošiljoce u gore navedenom mestu opredeljenju posredstvom špediterske organizacije koju sam izabere. Ona ne odgovara za postupke ili propuste vlasnika i trećih stranaka koje uključuje u putovanje. Doka potpisani predstoji za međunarodnu špediciju, sa svim, izvanrednim i drugim prava prema vladari i drugim strankama.

4. Otpremu robe se vrši samo na osnovu pisanog naloga.

5. Napredložena odredba, nepredviđene okolnosti, daju pravo doka potpisano da odstupi od predviđenog puta odredbom načina otpreme.

6. Napredloženi odredba, nepredviđene okolnosti i troškovi idu na teret robe.

Posebne napomene:
Osiguranje se ne izvrši posredstvom doka navedenog predstoji za međunarodnu špediciju.
☐ Nije osigurano
☐ Osiguranje izvršeno prema priloženoj polici (Certifikatu osiguranja)
Svi sporovi bit će rešavani po isključivoj nadležnosti i zakonima suda mesta izdavanja dokumenta FCT.
Radi preuzimanja robe obratite se na:
Vlasnik i troškovi su plaćeni do:
Od ovog datuma idu na teret robe, tako da je izdatište ili ne.

Doka potpisani međunarodni špediter je u saglasnosti sa uslovima ovog naloga, pravila gore navedeno robu u navedenom dobrom stanju, u

sa otpremu i predaju kao što je gore određeno, ili po naredbi uz izjave ova preuzima odgovornost isprave.
U potvrdu gore navede je potpisani međunarodni špediter ovim original FCT ispravu, kao su izdane i nove isti datum. Kada je jedan od njih bio upotrebljen, ostali primerci originala gube važnost.

Acceptance of this document or the invocation of rights arising therefrom acknowledges the validity of the following conditions, regulations and exceptions also of the trading conditions printed overleaf, except where the latter conflict with conditions 1-8 below.

- The undersigned are authorized to enter into contracts with carriers and others involved in the execution of the transport subject to the latter's usual terms and conditions.
- The undersigned do not act as Carriers but as Forwarding Agents. In consequence they are only responsible for the careful selection of third parties, instructed by them, subject to the conditions of Clause 3 hereunder.
- The undersigned are responsible for delivery of the goods to the holder of this document through the intermediary of a delivery agent of their choice. They are not responsible for acts or omissions of Carriers involved in the execution of the transport or of other third parties. The undersigned Forwarding Agents will, on request, subrogate their claims against Carriers and other parties.
- Insurance of the goods will only be effected upon express instructions in writing.
- Unforeseen and/or unforeseeable circumstances entitle the undersigned to deviate from the envisaged route and/or method of transport.
- Unforeseen and/or unforeseeable disturbances and charges are for the account of the goods.

Insurance through the intermediary of the undersigned agents:
☐ Not covered
☐ Covered according to the attached Insurance Policy/Certificate.

All disputes shall be governed by the law and within the exclusive jurisdiction of the courts of the place of issue.

For delivery of the goods please apply to:
Freight and charges prepaid to:
Amount for account of goods, lost or not lost.

We, the Undersigned Forwarding Agents, in accordance with the instructions of our Principals, have taken charge of the above mentioned goods against condition

of _____
for dispatch and delivery as stated above or order against surrender of this document properly endorsed.
In witness where of the Undersigned Forwarding Agents have signed the original FCT documents, which are of this tenor and bear the same date. When one of these has been accomplished, the others will lose their validity.

Mesto i datum izdavanja / Place and date of issue

Šip i pečat ovlašćenog lica / Stamp and authorized signature

Špediterska teretni ca – FBL,

Shipper Kucatelj		 FBL No. 8701020		
Consigned to order of Odpremljena po nalogu		NEGOTIABLE FIATA COMBINED TRANSPORT BILL OF LADING issued subject to ICC Uniform Rules for a Combined Transport Document (ICC Publication 200) PRENOSNA FIATA TERETNIČA ZA KOMBINOVANI TRANSPORT izdavana po ICC jedinstvenim pravilima o dokumentu za kombinovani prevoz (ICC publikacija 200)		
Notify address Navesti naslov				
Place of Receipt Mesto preuzimanja				
Place of Delivery Mesto isporuke				
Marks and numbers Oznake i brojevi	Number and kind of packages Broj i vrsta paketa	Description of goods Opis robe	Gross weight Bruto težina	Measurement Mjerna jedinica
According to the declaration of the merchant Prema izjavi trgovca				
The goods and instructions are accepted and dealt with subject to the Standard Conditions printed opposite. Roba i upute su primljena i obrađivana u saglasnosti sa opštim uslovima sadržanim na prednjoj strani.				
Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above. Preuzeto u prividno dobrom redu i stanju, osim ako nije ovde drugačije navedeno, u mestu prijema za prevoz i isporuku, kao što je gore označeno.				
One of these Combined Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In Witness whereof the original Combined Transport Bill of Lading all of this tenor and date have been signed in the number stated above, one of which being accomplished the other(s) to be void. Jedna od ovih teretnica za kombinovani transport mora biti predana prosto i dobavljena u zamenu za robu. U znak toga originalne teretnice za kombinovani transport, ove datuma sadržaja i datuma, bile su potpisane a na pred navedenim broju potvrđene. Kad jedan primerak teretnice izvrši svoj zadatak ostale će se smatrati nevažećima.				
Freight amount Iznos vracanja		Freight payable at Vraćanje naplatiti u		Place and date of issue Mesto i datum izdavanja
Cargo insurance through the undersigned Osiguranje robe putem dole potpisano ☐ not covered ☐ Covered according to attached Policy nije pokriveno pokriveno prema priloženom polisu osiguranja		Number of Original FBL's Broj originalnih teretnica		Stamp and authorized signature Žig i ovlašten potpis
For delivery of goods please apply to: Radi isporuke robe upućite se obratiti na				

gr 1000/87

rilog br. 58

Špeditorska teretnica – FWR,

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Supplier 			FWR FIATA WAREHOUSE RECEIPT No. _____ ORIGINAL	
Depositor 			Warehouse keeper 	
Identification of means of transport 		Warehouse 		
		Insurance ☐ Covered ☐ not covered ☐ Against fire ☐ Against burglary / pilferage ☐ Other risks covered (specify) _____ Insurance amount _____		
Marks and numbers; Number and kind of packages; Description of goods SPECIMEN		Gross weight 		
Received in apparent good order and condition Description of merchandise (contents): ☐ Stated by Depositor ☐ Controlled by warehouse keeper		Gross weight ☐ Stated by Depositor ☐ Controlled by warehouse keeper		
Warehousing is subject to standard business conditions; vide reverse. As warehouse keepers we are liable to deliver the stored merchandise against presentation of this document only, and in case of loss of rights exclusively to the holder of this document being legitimated by an uninterrupted chain of transfers or outlined overleaf. We acknowledge that we can only lodge a complaint with the legitimated holder of this document if and when this refers to the validity of issue of said document and/or results therefrom. Our legal lien or right of retention will not be affected by this clause. In case of partial deliveries warehouse receipt must be submitted for entering outgoing stock.				
Remarks: 		Place and date of issue Stamp and authorized signature		

prilog br. 59

Špediterska skladišna potvrda – SDT,

POTVRDA POŠILJAOCA ZA PREVOZ OPASNIH ROBA		 FIATA SDT	
Pošiljaoc (ime i prezime)		Špediter	
U skladu sa Evropskim sporazumom o međunarodnom drumskom prevozu opasnih roba (ADR), sa Aneksima A+B od 30. 09. 1957. (Sl. t. SFRJ 61/70) ili Međunarodnim pravilima o prevozu opasnih roba železnicom (RID), sa Aneksom 1. Međunarodnog sporazuma o prevozu roba železnicom (CIM) od 1. 07. 1977. ili u skladu sa glavom VII – Prevoz opasnih roba – Međunarodnog sporazuma o bezbednosti života na moru 1960 (ili 1974) dopunjenim određama pravila IMCO Međunarodnog prevoza opasnih roba morem (IMDG), dopunjenih 1965. g. pisani, kao nalogodavac špediteru, daje, zajedno sa nalogom za odpravu opasnih roba, i sledeće podatke:			
Oznake i brojevi, tačno tehničko ime materije		Broto težina (kg)	Netto težina (kg)
Robe su svrstane po ADR/RID u razred _____ GRAFIČNI BR. _____ Po IMDG/IMCO razred UN br _____			
Svojstva: (tačka paljenja i ostalo)			
ADR/RID i/ ili IMDG IMCO potvrda Podpisani potvrđuje, da su utovarene robe dozvoljene za prevoz drumom prema sporazumu ADR ili železnicom prema sporazumu RID i/ ili za prevoz morem. I da su njihove prirodne osobine, pakovanje te označavanja u skladu sa sporazumom ADR /RID i/ ili IMDG IMCO propisima. Ako su različite opasne robe spakovane ukupno u zajedničkom paketu ili kontejneru treba posebno označiti, da zajedničko pakovanje nije zabranjeno (ADR/RID). Pakovanja mora biti označeno (ne mora biti označeno).			
Posebne napomene:		Mesto i datum izdavanja:	

prilog br. 60

Garantno pismo za izdavanje čiste teretnice,

**STANDARD FORM LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR A
CLEAN BILL OF LADING INCORPORATING A BANK'S AGREEMENT TO JOIN IN
THE LETTER OF INDEMNITY**

To The Owners of

[insert address]

Dear Sirs,

Ship:

Voyage:

Cargo:

Bill of lading: [insert identification number, date and place of issue]

The above cargo was shipped on the above vessel by [insert name of shipper] and consigned to
[insert name of consignee] for delivery at the port of N--- but we, note that you as Owners
of **SHIP** have noted the following

- Insert detailed remarks
- *Vessel is not responsible for status of contents nor quality nor grade.*
- *holds sealed to relieve ship and Owners from any responsibility or from
anyanyclaim whatsoever and howsoever regarding condition / contents /total weight or any claim
whatsoever at the discharge port.*

We agree to the above remarks and hereby request you to order the vessel to proceed to and
deliver the said cargo at N----- without clausing the bills of lading.

We undertake to issue security on your behalf and pay for all costs that will result from the cargo
claims against the vessel at N-----

In consideration of your complying with our above request, we hereby agree as follows:-

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of
any liability, loss, damage or expense of whatsoever nature which you may sustain byreason of the
ship proceeding and giving delivery of the cargo in accordance with our request.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
5. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully

For and on behalf of

[insert name of Requestor]

The Requestor

.....

Signature

DATE

Appendix B – Bank confirming the agreement of shippers to cover Ship-owners

We, [insert name of the Bank], hereby agree to join in this Indemnity providing always that the Bank's liability:-

1. shall be restricted to payment of specified sums of money demanded in relation to the indemnity (and shall not extend to the provision of bail or other security)

2. shall be to make payment to you forthwith on your written demand in the form of a signed letter certifying that the amount demanded is a sum due to be paid to you under the terms of the Indemnity and has not been paid to you by the Requestor or is a sum which represents monetary compensation due to you in respect of the failure by the Requestor to fulfil its obligations to you under the Indemnity. For the avoidance of doubt the Bank hereby confirms that:-

(a) such compensation shall include, but not be limited to, payment of any amount up to the amount stated in proviso 3 below in order to enable you to arrange the provision of security to release the ship (or any other ship in the same or associated ownership, management or control) from arrest or to prevent any such arrest or to prevent any interference in the use or trading of the ship, or other ship as aforesaid, and

(b) in the event that the amount of compensation so paid is less than the amount stated in proviso 3 below, the liability of the Bank hereunder shall continue but shall be reduced by the amount of compensation paid.

1. shall be limited to a sum or sums not exceeding in aggregate [*insert currency and amount in figures and words*]
2. subject to proviso 5 below, shall terminate on [*date six years from the date of the Indemnity*] (the 'Termination Date'), except in respect of any demands for payment received by the Bank hereunder at the address indicated below on or before that date.
3. shall be extended at your request from time to time for a period of two calendar years at a time provided that:
 - a) the Bank shall receive a written notice signed by you and stating that the Indemnity is required by you to remain in force for a further period of two years, and
 - b) such notice is received by the Bank at the address indicated below on or before the then current Termination Date.

Any such extension shall be for a period of two years from the then current Termination Date and, should the Bank for any reason be unwilling to extend the Termination Date, the Bank shall

discharge its liability by the payment to you of the maximum sum payable hereunder (or such lesser sum as you may require).

However, in the event of the Bank receiving a written notice signed by you, on or before the then current Termination Date, stating that legal proceedings have been commenced against you as a result of your having delivered the said cargo as specified in the Indemnity, the Bank agrees that its liability hereunder will not terminate until receipt by the Bank of your signed written notice stating that all legal proceedings have been concluded and that any sum or sums payable to you by the Requestor and/or the Bank in connection therewith have been paid and received in full and final settlement of all liabilities arising under the Indemnity.

1. shall be governed by and construed in accordance with the law governing the Indemnity and the Bank agrees to submit to the jurisdiction of the court stated within the Indemnity. It should be understood that, where appropriate, the Bank will only produce and deliver to you all original bills of lading should the same come into the Bank's possession, but the Bank agrees that, in that event, it shall do so.

The Bank agrees to promptly notify you in the event of any change in the full details of the office to which any demand or notice is to be addressed and which is stated below and it is agreed that you shall also promptly notify the Bank in the event of any change in your address as stated above.

Please quote the Bank's Indemnity Ref in all correspondence with the Bank and any demands for payment and notices hereunder.

Yours faithfully

For and on behalf of

[insert name of bank]

[insert full details of the office to which any demand or notice is to be addressed]

.....

Signature

prilog br. 61

Garantno pismo za izdavanje robe bez original B/L,

Letter of Indemnity

to be given in return for delivering cargo without production of the Original Bill of Lading

To :	MSC Mediterranean Shipping Company S.A., and the Owners of the <i>[insert name of ship]</i>
------	--

Dear Sirs,

Ship :	<i>[insert name of ship and voyage number]</i>
Voyage :	<i>[insert load/discharge port, as stated in the Bill of Lading]</i>
Cargo :	<i>[insert description of cargo]</i>
Bill(s) of Lading :	<i>[insert identification number, date, place of issue]</i>

The above cargo was shipped on the above vessel by *[insert name of shipper]* and consigned to *[insert name of consignee to whose order the Bill of Lading is made out, as appropriate]* for delivery at the port of *[insert name of discharge port stated in the Bill of Lading]* but the Bills of Lading have not arrived and we, *[insert name of party requesting delivery]*, hereby request you to give delivery of the said cargo to *[insert name of party to whom delivery is to be made]* without production of the original Bill(s) of Lading.

In consideration of your complying with our above request, we hereby agree as follows:

To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid to provide you or them on demand with sufficient funds to defend the same.

If, in connection with the delivery of the cargo as aforesaid, the ship or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a *caveat* being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.

As soon as all original Bills of Lading for the above cargo shall have come into our possession, to deliver the same to you, or as soon as one (1) original Bill of Lading duly endorsed for the above cargo shall have come into our possession to deliver the same to your discharge port Agents, whereupon our liability hereunder shall cease.

The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party or liable under this indemnity.

The liability of each and every person under this indemnity shall in no circumstances exceed 200% of the CIF value of the above cargo, *[insert CIF cargo monetary value]*.

This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

The period of validity of this indemnity will be 15 months, if the shipment involves countries that have ratified the Hague and/or the Hague-Visby Rules, or 30 months for countries that have ratified the Hamburg Rules.

Yours faithfully,

For and on behalf of
[insert name of requesting party]

For and on behalf of
[insert name of Bank]

Authorised signature.....
Name:
Position:
Date:

Authorised signature.....
Name:
Position:
Date:

Stamp/seal

Stamp/seal

prilog br. 62

Zapisnik o oštećenju,



OJ: Organizator rada na brodu i skladištu

BROJ
GODINA

Z A P I S N I K O OŠTEĆENJU VAGONA ZA VRIJEME MANIPULACIJE UTOVARA - ISTOVARA

1. Za vrijeme manipulacije utovara - istovara tereta _____

iz broda _____ skladište br. _____ grotlo br. _____ vagona - vozila _____

dana _____ smjena od _____ do _____ h, za vrijeme rada radnika _____

brigade, 1 grupe, desilo se sljedeće oštećenje:

2. Do oštećenja je došlo na sljedeći način:

3. Imena i prezimena radnika koji su bili zaposleni na radnom mjestu gdje se je slučaj desio kao i sredstva kojim su rukovali

Rb.	Radnik	Šifra sredst.	Naziv sredstva
1			
2			
3			

4. Mišljenje rukovodioca radnog mjesta, čijom krivicom je došlo do gornjeg slučaja.

Špediter

Vozač

Disponent - skladištar

Bar,

prilog br. 63

Zapisnik o oštećenju,



OJ: Organizator rada na brodu i skladištu

BROJ
GODINA

ZAPISNIK O OŠTEĆENJU BRODA ZA VRIJEME MANIPULACIJE UTOVARA - ISTOVARA

1. Za vrijeme manipulacije utovara - istovara tereta _____
iz broda _____ skladište br. _____ grotlo br. _____ vagona - vozila _____
dana _____ smjena od _____ do _____ h, za vrijeme rada radnika _____
brigade, _____ grupe, desilo se sljedeće oštećenje:

2. Do oštećenja je došlo na sljedeći način:

3. Imena i prezimena radnika koji su bili zaposleni na radnom mjestu gdje se je slučaj desio kao i sredstva kojim su rukovali

Rb.	Radnik	Šifra sredst.	Naziv sredstva
1			
2			
3			

4. Mišljenje rukovodioca radnog mjesta, čijom krivicom je došlo do gornjeg slučaja.

Špediter

Vozač

Disponent - skladištar

Bar,

prilog br. 64

LOF 2000

LLOYD'S



**LLOYD'S STANDARD FORM OF
SALVAGE AGREEMENT**

(APPROVED AND PUBLISHED BY THE COUNCIL OF LLOYD'S)

NO CURE - NO PAY

1. Name of the salvage Contractors: (referred to in this agreement as "the Contractors")	2. Property to be salvaged. The vessel: her cargo freight bunkers stores and any other property thereon but excluding the personal effects or baggage of passengers master or crew (referred to in this agreement as "the property")
3. Agreed place of safety:	4. Agreed currency of any arbitral award and security (if other than United States dollars)
5. Date of this agreement:	6. Place of agreement:
7. Is the Scope Clause incorporated into this agreement? State alternative : Yes/No	
8. Person signing for and on behalf of the Contractors Signature:	9. Captain or other person signing for and on behalf of the property Signature:

- A. **Contractors' basic obligation:** The Contractors identified in Box 1 hereby agree to use their best endeavours to save the property specified in Box 2 and to take the property to the place stated in Box 3 or to such other place as may hereafter be agreed. If no place is inserted in Box 3 and in the absence of any subsequent agreement as to the place where the property is to be taken the Contractors shall take the property to a place of safety.
- B. **Environmental protection:** While performing the salvage services the Contractors shall also use their best endeavours to prevent or minimise damage to the environment.

(continued on the reverse side)

Pomorska polisa osiguranja,

 CROATIA INSURANCE under 100% CROATIA INSURANCE COMPANY Ltd. - ZAGREB MARINE DEPARTMENT, BRANCH OFFICE SPLIT		COPY
MARINE POLICY No. 88-221110-006019		
We hereby agree to insure KAIROS MARITIME INC., MONROVIA, LIBERIA		
against loss damage liability or expense to the extent and in the manner hereinafter provided		
Vessel:	"KAIROS"	
Voyage of period insurance:	1st January 1998 and ending on the 31st December 1998 both days inclusive.	
Subject - matter insured:	Hull and machinery etc.	
Sum insured:	USD 2.000.000.- (so valued)	
Deductible:	USD 50.000.-	
Premium to be paid in United States Dollars	(per annum)	
Conditions and Warranties: <i>Subject to the Institute Time Clauses Hulls Cl. 280 - 1/10/83, but wording »This insurance is subject to English law and practice« deleted. Clauses 3/4ths Collision Liability deleted.</i> <i>Subject to the Institute Warranties Clauses Cl. 26 - 1/07/76</i> <i>Subject to the INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE Cl. 356 - 1/10/90</i> <i>Subject to Additional Perils-Hulls Cl. 290-1/10/83.</i>		
LOSS PAYABLE CLAUSE AS ATTACHED <i>The Insurer has the right to cancel this insurance cover, if the premium due is not paid till the expiry date indicated in the Invoice.</i> <i>Cover expires on the seventh day from the date of rendering the notice of cancellation.</i> <i>In this case premium will be accounted pro rata temporis.</i> This insurance is subject to Croatian law. The Undersigned being duly authorized by the Assurer and on behalf of him has hereinto set his hand.		
Split, 19 th February 1998		

prilog br. 66

Lloyd pomorska polisa osiguranja,



Lloyd's Marine Policy

We, The Underwriters, hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the proportions and manner hereinafter provided. Each Underwriting Member of a Syndicate whose definitive number and proportion is set out in the following Table shall be liable only for his own share of his respective Syndicate's proportion.

This insurance shall be subject to the exclusive jurisdiction of the English Courts, except as may be expressly provided herein to the contrary.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us

LLOYD'S POLICY SIGNING OFFICE
General Manager



MAR 91
LPO 424 (1.11.90)

prilog br. 67

Polisa osiguranja robe u domaćem transportu,



POLISA

Za osiguranje stvari
u transportu

Nº 000086

Matični broj: _____

Br. pozicije špeditera: _____

OSIGURANIK: _____

ADRESA: _____

Vrsta robe	
Težina i broj koleta	
Vrsta pakovanja	
Vrsta prevoznog sredstva sa oznakom (Za brod: ime, zastava, godina gradnje)	

Datum otpreme	Relacija
---------------	----------

Vrednost robe	Ostali troškovi	Osigurana suma	Premijska stopa u %	Premija

Širina pokrivanja

Ukoliko nije što drugo izričito ugovoreno, ovo osiguranje ugovoreno je u smislu "Opštih uslova za osiguranje stvari u kopnenom prevozu", za kopnene pošiljke a u pomorskom po Uslovima odgovarajućih Idazuzula Instituta londonskih osiguratelja za teret, prema tekstu engleske pomorske polise. Uslovi osiguranja uručeni osiguraniku, što svojim potpisom potvrđuje. Ova polisa je neprenosiva. Eventualne štete plative u S.R.J.

U _____, dana _____

OSIGURAVAČ

M. P.

UGOVARAČ OSIGURANJA

prilog br. 68

Međunarodna polisa osiguranja AD „Lovćen Osiguranje“ - Podgorica

 LOVĆEN OSIGURANJE A.D. PODGORICA Slobode 13A; 81000 Podgorica; Montenegro; tel: +382 81 404400; fax: +382 81 404476;		Policy No: _____ Branch office: _____
MARINE CARGO POLICY		
Name of Assured(s), etc.: _____		
Amount insured (Agreed Value): _____		
Clauses, Conditions and Warranties: _____		
Conveyance or place of insurance: _____		
Ship or Vessel: _____		
Voyage or period of insurance: _____		
Subject - matter Insured: _____		
Marks and Number as per Invoice: _____		
The Undersigned, on behalf of the Insurance Company has hereunto set his hand in _____ the day of _____		
Should the contracting party within 48 hours after receipt of the policy not return the policy for correction, it will be considered as agreed to. In case the loss or damage is established at place of destination, immediate notice to be given and Survey Report obtained from:		
If there is no Surveyor stated hereabove or if loss or damage is established prior to arrival to place of destination, immediate notice to be given and Survey Report obtained from the nearest Average Agent Surveyor.		
FAILURE TO COMPLY WITH STIPULATED CONDITIONS MAY PREJUDICE ANY CLAIM UNDER THIS POLICY.		
IMPORTANT PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES It is the duty of the Assured and their Agents in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercise. In particular, the Assured or their Agents are required: 1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages. 2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition. 3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification. 4. To apply immediately for survey Carriers or other Bailees Representatives if any loss or damage be apparent and claim on the Carriers or Bailees for actual loss or damage found at such survey. 5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.	DOCUMENTATION OF CLAIMS To enable claims to be dealt with promptly, the Assured or their Agent are advised to submit all available supporting documents without delay, including applicable: 1. Original policy or certificate of insurance 2. Original or certified copy of shipping invoice, together with shipping specification and/or weight notes. 3. Original or certified copy of Bill of Lading and/or other contract of carriage. 4. Survey report or other documentary evidence to show the extent of the loss or damage. 5. Landing account and weight notes at port of discharge and final destination. 6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.	NOTE: - The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge. In the event of loss or damage which may involve a claim under the insurance, no claim, shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this policy. Subject to the following Clauses as per back hereof: Institute Cargo Clauses specified above Institute War Clauses (Cargo) - applicable only when this clause is specifically stated above. Institute Strikes Clauses (Cargo) - applicable only when this clause is specifically stated above. Malicious Damage Clause (applicable only when this clause is specifically stated above). Institute Replacement Clauses Label Clause Institute radioactive contamination exclusion Clause
All communication related to this Insurance Policy are provided with: We, LOVĆEN INSURANCE COMPANY Sh.C. hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium as arranged, to insure against loss damage liability or responsibility of the Assured in the manner herein provided.		



LOVĆEN INSURANCE COMPANY Sh.C.



OS-08/MC

Domaća polisa osiguranja AD „Lovćen Osiguranje“ – Podgorica

 LOVĆEN OSIGURANJE A.D. PODGORICA Slobode 13A; 81000 Podgorica; Montenegro; tel: +382 81 404400; fax: +382 81 404476;	 POLICY	Policy No: _____ Branch office: _____
MARINE CARGO POLICY		
Name of Assured(s), etc.: _____		
Amount insured (Agreed Value): _____		
Clauses, Conditions and Warranties: _____		
Conveyance or place of insurance: _____		
Ship or Vessel: _____		
Voyage or period of insurance: _____		
Subject - matter Insured: _____		
Marks and Number as per Invoice. _____		
The Undersigned, on behalf of the Insurance Company has hereunto set his hand in _____ the day of _____		
Should the contracting party within 48 hours after receipt of the policy not return the policy for correction, it will be considered as agreed to. In case the loss or damage is established at place of destination, immediate notice to be given and Survey Report obtained from: _____		
If there is no Surveyor stated hereabove or if loss or damage is established prior to arrival to place of destination, immediate notice to be given and Survey Report obtained from the nearest Average Agent Surveyor. _____		
FAILURE TO COMPLY WITH STIPULATED CONDITIONS MAY PREJUDICE ANY CLAIM UNDER THIS POLICY.		
IMPORTANT PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES It is the duty of the Assured and their Agents in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercise. In particular, the Assured or their Agents are required: 1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages. 2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition. 3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification. 4. To apply immediately for survey Carriers or other Bailees Representatives if any loss or damage be apparent and claim on the Carriers or Bailees for actual loss or damage found at such survey. 5. To give notice in writing to the Carriers or other Bailees within 5 days of delivery if the loss or damage was not apparent at the time of taking delivery.	DOCUMENTATION OF CLAIMS To enable claims to be dealt with promptly the Assured or their Agent are advised to submit all available supporting documents without delay, including applicable: 1. Original policy or certificate of insurance 2. Original or certified copy of shipping invoice, together with shipping specification and/or weight notes. 3. Original or certified copy of Bill of Lading and/or other contract of carriage. 4. Survey report or other documentary evidence to show the extent of the loss or damage. 5. Landing account and weight notes at port of discharge and final destination. 6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage. All communication related to this Insurance Policy are provided with: We, LOVĆEN INSURANCE COMPANY Sh.C. hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium as arranged, to insure against loss damage liability on behalf of the Assured in the manner herein provided.	NOTE: - The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge. In the event of loss or damage which may involve a claim under the insurance, no claim, shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this policy. Subject to the following Clauses as per back hereof. Institute Cargo Clauses specified above Institute War Clauses (Cargo) - applicable only when this clause is specifically stated above. Institute Strikes Clauses (Cargo) - applicable only when this clause is specifically stated above. Malicious Damage Clause (applicable only when this clause is specifically stated above). Institute Replacement Clauses Label Clause Institute radioactive contamination exclusion Clause
 LOVĆEN INSURANCE COMPANY Sh.C.		

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prilog br. 70

7. Literatura:

- 7.1. A.Turina, Međunarodna špedicija, Rijeka, I-II, 1966.g.
- 7.2. B. Ivošević, Međunarodno pomorsko pravo i tendencije njegovog uređenja, Beograd, 2006.g.
- 7.3. B. Ivošević, Odgovornost pomorskog broдача, Beograd, 1974.g.
- 7.4. B. Ivošević, Pomorsko pravo (Materijal za spremanje ispita na specijalističkom studiju) Tivat, 2011.g.
- 7.5. B. Ivošević, Saobraćajno pravo, Beograd, 2008.g.
- 7.6. B.Jakša, Udžbenik plovdbenog prava, Zagreb, 1983.g.
- 7.7. B. Nikolajević, Saobraćajno pravo, Beograd, 1964.g.
- 7.8. Č.Pejović, Prevozne isprave u pomorskoj plovdbi, Cetinje, 1992.g..
- 7.9. G.Badovinac, Ugovori o iskorišćavanju pomorskih brodova, Zagreb, 1970.g.
- 7.10. D. Pavić, Pomorsko imovinsko pravo, Split, 2006.g.
- 7.11. D.Pavić, Pomorsko pravo, Split, 2002.g.
- 7.12. D. Perović, Međunarodna špedicija, Bijelo polje, 2003.g.
- 7.13. D.Bates, Ekonomika saobraćaja, Beograd, 1983.g.
- 7.14. I. Mijušković, Međunarodna špedicija, Beograd, 1977.g.
- 7.15. J. Kočović, Osiguranje, Beograd, 1999.g.
- 7.16. J.Mađarić, Međunarodna špedicija, Zagreb, 1991.g.
- 7.17. M.Marković, Transport, špedicija, carine i osiguranje, Beograd., 2003.g.
- 7.18. M.Trajković, Pomorsko pravo, Beograd, 2000.g.
- 7.19. P.Brajković, Pomorsko pravo – skripta, Kotor, 2000.g.
- 7.20. R. Zelenika, Međunarodna špedicija, Pula, 1985.g.
- 7.21. S.Carić, Međunarodni transport robe, Novi Sad, 1972.g.
- 7.22. S.Carić/Jankovec/Trajković/Đurđev, Saobraćajno pravo, Novi Sad, 2004.g.
- 7.23. S.Cigoj, Pomorsko pravo Jugoslavije, I-II, Ljubljana, 1975.g.
- 7.24. S.Ranković/S.Furundžija, Teret u saobraćaju i mehanizacija pretovara, Beograd, 1989.g.
- 7.25. S.Jović, Organizacija i eksploatacija flote, Beograd, 1979.g.
- 7.26. V.Brajković, Pomorsko pravo, Zagreb, 1950.g.
- 7.27. V. Brajković, Pomorsko pravo, Zagreb, Zagreb, 1950.g.
- 7.28. V.Bojovic, Pomorsko pravo – skripta, Tivat, 2013.g.

7.29. V. Cerić, Međunarodna špedicija s naročitim osvrtom na pomorsku špediciju, Zadar, 1967.g.

7.30. V.Gajić, Špeditorsko poslovanje – fakultet za poslovni menadžment Bar, Bar 2007. g.

7.31. Z.Radmilović i B. Dragović, Planiranje i razvoj pomorskog transporta, Beograd, 2009.

7.32. Zakoni/ propisi/ uredbe:

7.32.1. Lučke uzanse Luke Bar

7.32.2. Opšti uslovi poslovanja jugoslovenskih pomorsko-saobraćajnih agenata

7.32.3. Opšti uslovi poslovanja međunarodnih špeditera Jugoslavije

7.32.4. Tarifске odredbe AD „Luka Bar“ Bar

7.32.5. Opšta pravila poslovanja u slobodnoj zoni Luka Bar

7.32.6. Zakon o pomorskoj i unutrašnjoj plovidbi (Sl.list SRJ 12/98, 44/99,74/99, 73/2000)

7.32.7. Zakon o moru (Sl.list CG br. 17/07, 6/08, 40/11)

7.32.8. Zakon o lukama (Sl.list CG br. 51/08,40/11 i 27/13)

7.32.9. Zakon o jahtama (Sl.list CG br. 46/07)

7.32.10. ZOUP (Sl.list SRJ br. 60/03 i Sl. CG br. 32/11).

7.32.11. Carinski zakon RCG (Sl.list 7/2002, 38/02,72/02, 21/03, 29/05, 66/06, 21/08)

7.32.12. Uredba o sprovođenju carinskog zakona RCG (Sl.list 15/2003, 81/06, 38/08)

7.32.13. Uredba o obliku, sadržaju, načinu podnošenja i popunjavanja carinske deklaracije i zbirne prijave (Sl.list 16/2002, 43/04, 2/05, 14/05, 48/07)

7.33. Sajtovi:

7.33.1. www.bimco.com

7.33.2. www.loyd.com

7.33.3. www.lukabar.com

7.33.4. www.barskaplovidba.com

7.33.5. www.luka.rijeka.com

7.33.6. www.solas.com

7.33.7. www.ips.code.com

7.33.8. www.stcw.com

7.33.9. www.marpol.com

7.33.10. www.ila.com

7.33.11. www.cmi.com

7.33.12. www.imo.com

7.33.13. www.unctad.org.