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Principal Working Party on
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DRAFTING A COMPENDIUM OF EXISTING PRINCIPAL STANDARD TERMS AND CONDITIONS
FOR INTERNATIONAL TRANSPORT OF GOODS BY INLAND WATERWAYS

Note by the secretariat

At its thirty-sixth session, the principal Working Party on Inland Water Transport decided to draft a compendium of existing principal standard terms and conditions for international transport of goods by inland waterways (TRANS/SC.3/130, para. 32).

The secretariat submits herewith the text of the Agreement on General Terms and Conditions for International Carriage of Goods on the River Danube adopted at Siófok, Hungary, in 1989. This agreement is one of six agreements between Danube shipping companies (the Bratislava Agreements) and was transmitted to the secretariat by the Government of the Slovak Republic.

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AGREEMENT ON GENERAL TERMS AND CONDITIONS FOR INTERNATIONAL
CARRIAGE OF GOODS ON THE RIVER DANUBE

In order further to improve and develop cooperation in international carriage of goods on the River Danube, the following shipping companies:

Bayerischer Lloyd (BL), Federal Republic of Germany

The Bulgarian Inland Steamship Company (BRP)

The First Danube Steamship Company (DDSG), Austria

The Hungarian Navigation Company Limited (MAHART)

The Romanian Inland Steamship Company (NAVROM)

The Soviet Danube Steamship Company (SDP)

The Czechoslovak Danube Steamship Company (CSPD)

The Yugoslav Danube Steamship Company (YRB)

The Yugoslav Dunavski Lloyd Steamship Company (DL)

The Yugoslav Kraina Steamship Company (RBK),

have agreed on the following terms and conditions for the international carriage of goods on the River Danube.

Article 1

Definitions

Unless otherwise stated, the following definitions shall apply in the present Agreement:

CHARTERER - a person by whom or in whose name a contract of carriage of goods is concluded with a carrier;

SHIPPER - a person acting in his own name who fulfils the obligations relating to the shipment of goods under a contract of carriage of goods;

CONSIGNEE - a person entitled to receive the goods;

CARRIER - a person by whom or in whose name a contract of carriage of goods for a specified fee is conducted with a charterer;

BILL OF LADING - a document which evidences the existence and substance of a contract of carriage of goods and is the receipt issued by the carrier on accepting the goods;

GOODS - any commodities, manufactures or articles, including their packaging and the means of consolidating them.

Article 2

General provisions

1. Subject to the provisions of paragraph 2 of the present article, the goods acceptable for carriage on the River Danube shall be those listed in schedule B of the Agreement on International Danube Freight Rates (the MGDT Agreement).
2. The following goods shall not be accepted for carriage:
 - 2.1. Goods that must be delivered by post;
 - 2.2. Goods the carriage of which is prohibited by customs or other regulations (health, veterinary, etc.);
 - 2.3. Goods which are sources of infection;
 - 2.4. Weapons (except sporting and hunting weapons).
3. Goods not listed in schedule B of the MGDT Agreement (explosive, toxic or caustic substances, highly flammable, self-igniting or other dangerous goods) and animals shall be accepted for carriage only by agreement between the charterer and the carrier.

Article 3

Scope of application

1. The provisions of the present Agreement shall apply to the international carriage of goods between ports of loading and ports of discharge on the Danube.
2. Goods in high-cube containers to international standards shall be carried in accordance with the conditions of the Agreement on the International Carriage of high-cube Containers on the River Danube.

Article 4

Order for carriage

1. The order for carriage of goods shall be given to the carrier in writing - by letter, telegram, telex or facsimile, not less than 7 days before the date of presentation of the goods for carriage.

The order may be given by telephone, provided that it is confirmed in writing not less than 5 days before the date of presentation of the goods for carriage.

In exceptional cases, the order may, by agreement between the shipper (charterer) and the carrier, be given at shorter notice.

2. The order shall contain the following:
 - 2.1. The name and address of the shipper;
 - 2.2. The name and address of the consignee;
 - 2.3. A description of the goods and the number of pieces, mass, volume, type of packaging, and, if necessary, the dimensions of pieces;
 - 2.4. The time-limit for the presentation of the vessel for loading;
 - 2.5. The ports (points) of loading and discharge;
 - 2.6. The charterer's shipper's special requirements, if any.

In addition, the order shall show the address of the shipper's agent who is to be informed when the vessel is ready to load.

3. Within 3 days of receipt of the order from the shipper (charterer), the carrier shall confirm acceptance of the order, or decline it. Should the carrier not confirm acceptance of the order within the aforementioned period, the order shall be deemed to have been declined.

If the carrier alters the conditions in the order, the changes must be agreed with the shipper (charterer). On acceptance of the order the shipper (charterer) and the carrier shall fix the freight.

4. Confirmation of the order shall be evidence of conclusion of a contract of carriage under which the carrier undertakes to transport the goods received from the shipper to the port (point) of destination and to deliver them to the consignee.

Article 5

Preparation of the vessel and presentation of the vessel for loading

1. The carrier shall ensure before the start of loading that the vessel is technically fit for the proper receipt and the safe carriage of the goods.
2. The carrier shall be entitled to present the vessel for loading up to 48 hours after the time agreed when the order was accepted.

Article 6

Carriage documents

1. Unless the parties agree on some other time-limit, the shipper shall transfer the shipping order and all documents required by port, customs, health or other regulations to the carrier at the port of departure not later than 24 hours before the start of loading. The shipper shall be liable to the carrier for losses arising from the untimely transfer, inaccuracy, incompleteness or insufficiency of these documents.

2. A bill of lading shall be issued for goods accepted for carriage.

The bill of lading shall be issued by the shipper, after completion of loading of the vessel in accordance with the loading order, using the model contained in annex 1. It shall include a reference to the fact that the carriage is subject to the conditions of the present Agreement.

The shipper shall issue the bill of lading in not less than five copies. The carrier shall certify the bill of lading by stamping, dating and signing it. The duplicate bill of lading shall be given to the shipper (charterer); the original bill accompanies the goods and is intended for the consignee. The copies of the bill of lading shall be kept by the carrier.

3. At the request of the shipper (charterer), he shall be given the requisite number of copies of the bill of lading.

4. The carrier shall be entitled to include in the bill of lading reservations concerning the condition of the goods.

5. A carrier or shipping agent who fills out a bill of lading on behalf of a shipper shall be deemed to be an authorized shipper.

Article 7

Acceptance and delivery of goods

1. Goods to be carried shall be accepted by the carrier from the shipper and delivered by the carrier to the consignee in the process of loading (discharge) of the vessel.

2. At points where loading is effected by the carrier, the carrier's acceptance from the shipper of the goods to be carried may take place earlier, subject to storage of the goods in the carrier's warehouse, at a price set by the carrier, until loading of the vessel commences.

Similarly, at points where discharge is effected by the carrier, he may store the goods in his warehouse and deliver them to the consignee after payment of the storage charge set by himself.

3. By agreement between the carrier and the shipper, goods may be accompanied by an attendant appointed by the shipper.

4. In cases where loading is effected by the shipper, the vessel's cargo compartments shall, unless otherwise agreed between the carrier and the shipper, be sealed with the shipper's seals. Those seals shall be removed at the port of destination in the presence of the consignee or of port officials. The fixing and removal of the seals shall be certified by the documents usual in the ports of loading and discharge.

5. In the circumstances referred to in paragraphs 3 and 4 of this article, the type, number of pieces and mass of the goods shall be taken to be those

declared by the shipper; the carrier shall have the right to establish by any means convenient to himself the actual type, number of pieces and mass of the goods for the purpose of determining the freight.

6. The shipper must hand over dangerous goods to the carrier with appropriate markings and, if necessary, inform the carrier of the precautions to be taken during carriage.

The shipper shall include on the bill of lading together with the trade name of dangerous goods the following note: "Dangerous goods, IMO (or ADN) code ...".

7. The shipper shall present the goods in sound packages or packing that will keep them safe during transport and transshipment.

Should goods be presented unsuitably packed, the carrier shall be entitled to refuse to accept the consignment in question for carriage.

Packaged goods and general cargo must be presented for carriage duly marked. Each piece of cargo must bear sufficiently detailed and clearly executed inscriptions and marks.

Goods requiring special handling during carriage and transshipment shall bear special markings (e.g. the inscriptions "Top", "Do not tilt", "With care", etc.). On pieces with a mass of more than 1,000 kilograms the markings shall include the gross mass, the slinging points for use in handling operations and the piece's centre of gravity.

8. The stowage, securing and dunnaging of goods in vessels' cargo compartments shall be carried out in accordance with the instructions of the vessel's officers or the carrier's agent.

The dunnaging of goods during loading shall be carried out by the party performing the loading and at shipper's expense. The dunnage and securing materials shall be provided by the shipper.

9. The methods used to determine the quantity of goods on acceptance by the carrier from the shipper and on delivery by the carrier to the consignee shall be the same.

When the quantity of goods is determined by different methods on loading and discharge, the carrier shall not be responsible for any discrepancies in the mass of the goods.

10. Packaged goods and general cargo shall be accepted and delivered by the carrier on the basis of the tally of pieces. The mass of the goods shall be declared by the shipper in the shipping order. For the purposes of calculating the freight, the carrier shall be entitled to check the mass declared by the shipper at either the port of loading or the port of discharge, using any means convenient to him himself.

11. In Danube ports, tallying may be carried out on a vessel's behalf by one of the partner shipping companies or by special tallying organizations on the basis of bilateral agreements concluded in accordance with the 1983 model Agreement on Tally Services.

Tallying may also be carried out on the basis of special instructions from the vessels' owners.

The tally shall be recorded on a tally sheet or substitute document which shall constitute for packaged goods and general cargo the primary record of acceptance/delivery by the carrier.

For each bill of lading, the consignee shall draw up at the port of discharge, on the basis of the tally sheet, a delivery record showing the actual quantity, the condition as determined through external examination and, if determined on unloading, the mass of the goods delivered to him by the carrier.

The delivery record, signed by the consignee and the captain (master) or shipping agent on completion of unloading or not more than two hours thereafter, shall constitute the final document attesting the delivery of the goods by the carrier to the consignee. If the tally is made by only one party, the delivery record shall be made out on the basis of the tally sheets of the party which made the tally.

12. The quantity of bulk cargo accepted from the shipper and delivered to the consignee shall be determined in one of the following ways:

12.1. From the mass declared by the shipper in the shipping order;

12.2. From the vessel's deadweight scale (draught) before and after loading (discharge).

In both cases the mass of the cargo shall be determined by the carrier according to the vessel's draught before and after loading (discharge) and the results of the draught readings shall be recorded in the vessel's draught certificate (annex 2) and in the bill of lading. The draught certificate shall be attached to the bill of lading. At the port of discharge, the mass shall be checked by the same method and recorded in the relevant draught certificate, which shall be signed by the consignee and the captain (master) of the vessel or the shipping agent.

The carrier shall only be responsible for the mass of the cargo recorded in the certificate drawn up on the basis of the measurement of the draught at the port of loading, allowance being made for the standards for natural loss of goods (annex 5).

13. The quantity of liquid tanker cargo accepted from the shipper and delivered to the consignee shall be determined in one of the following ways:

13.1. From the mass declared by the shipper in the shipping order;

13.2. From readings of on-shore flow meters and measurements of on-shore tanks carried out by the shipper and confirmed by him in writing;

13.3. From measurement of the quantity of cargo before and after loading (discharge) in tankers having calibration tables certified in the manner required in the country of the carrier.

In all cases the size of the cargo shall be determined by the carrier on the basis of tank measurements before and after loading (discharge) according to calibration tables. The results of the measurements for determining the mass of the cargo shall be recorded on the bill of lading and the accompanying measurement certificate.

At the port of discharge, verification of the mass of the cargo shall be carried out in an identical manner and recorded in a certificate which shall be signed by the shipper and the captain (master) of the vessel or the shipping agent.

The carrier shall only be responsible for the mass of the cargo recorded in the certificate drawn up on the basis of the tank measurements at the port of loading, allowance being made for temperature corrections and the standards for natural loss.

14. Should loss or shortage of, or damage to goods be discovered during discharge, the shipper shall, together with the carrier (shipping agent), make out a certificate in the form usual in the port of discharge.

15. If the consignee does not notify the carrier of shortage of, or damage to goods on their delivery, it shall be deemed unless otherwise demonstrated, that he received the goods in accordance with the bill of lading. In cases where the damage to goods could not be detected in the usual process of receipt, the consignee may make a notification to the carrier within 48 hours of the delivery of the goods, but must then prove that the shortage or damage arose during the period of carriage.

16. Should circumstances arise which prevent the delivery of the goods, the parties shall be governed by the provisions of article 13, paragraphs 6 and 12.

Article 8

Loading and discharge of vessels

1. The loading of goods accepted for carriage onto vessels and their discharge from vessels shall be carried out by the port at the expense of the shipper (consignee), by the carrier or his agent at the expense of the shipper (consignee), or by and at the expense of the shipper (consignee).

2. In cases of carriage to and from ports where loading and discharge are not carried out by the carrier or his agent, vessels shall be loaded and discharged by the ports at the expense of the shipper (consignee), or by and at the expense of the shipper (consignee), who shall be responsible for compliance with the loading and discharge time-limits.

3. Vessels shall be loaded/discharged in order of their arrival at the port and, unless otherwise agreed, at the rates shown for the port in question in annex 3 hereto. When other rates are agreed, they must not be lower than those set in the Bratislava Agreements.

Where a port is able to handle simultaneously a greater number of vessels than shown in annex 3, they too shall be loaded and discharged in the order of their arrival at the port, allowance being made for berth specialization.

When there are no loading/discharge rates for a port, such rates shall be set by agreement between the parties.

4. The loading/discharge of self-propelled or non-self-propelled vessels with perishable goods shall be performed out of turn.

5. The carrier shall communicate a vessel's time of arrival at a port of loading/discharge to the port authorities and to the shipper (consignee) 72 hours before the expected arrival in the port and shall subsequently give a more precise time 24 hours before arrival.

6. A vessel's laytime shall begin three hours after presentation by the carrier of the notice of the vessel's readiness for loading/discharge if the beginning of the laytime will then fall within working hours, or from the beginning of the following working day if the beginning of the laytime will otherwise fall outside working hours.

The shipper (consignee) must accept the notice of readiness at any time of the day or night. In the absence of the shipper (consignee) from the port, the fact of the vessel's readiness shall be attested on the notice by the shipping agent (port representative).

7. A vessel which has arrived at a port shall be counted among those eligible for simultaneous handling pursuant to annex 3: from the expiry of the time-limit for the loading/discharge of any earlier arrival being handled pursuant to that annex, even if the actual loading/discharge of that earlier arrival has not been completed; or from the completion of the loading/discharge of the earlier arrival if such completion occurs on, or ahead of schedule.

The time of commencement of a vessel's eligibility for simultaneous handling shall be recorded in the notice of readiness together with a mention of the vessels that arrived earlier following the loading/discharge of which the eligibility commences.

8. Should the loading/discharge of a vessel begin earlier than provided for in paragraphs 6 and 7 of this article, the laytime shall run from the actual start of loading/discharge.

9. The shipper or the consignee (or any entity designated by the shipper or the consignee) must carry out the loading (discharge) round the clock and every day, including Sundays and holidays, unless national law or the normal practice of the port provides otherwise. Goods must be discharged from a vessel without pause.

10. The duration of a vessel's stay in a port shall be recorded in a laytime statement in the manner usual in the port concerned. That document shall show the laytime and the length and causes of any breaks or loss of time in the loading/discharge of the vessel.

The laytime statement shall be signed by the carrier and the shipper/consignee. Loading shall be deemed to have been completed following the presentation by the shipper to the carrier of all the necessary documents and the signing of the laytime statement.

Discharge shall be deemed to have been completed following the signing by the consignee of all the documents evidencing his receipt of the goods and the signing of the laytime statement.

11. Should a non-self-propelled vessel be detained for loading or discharge for longer than the standard period of time, the shipper (charterer) shall pay the carrier a penalty (demurrage) in the following amounts:

For vessels of up to 1,300 tonnes deadweight - 550 Swiss francs; for vessels of more than 1,300 tonnes deadweight - 675 Swiss francs per period of 24 hours or pro rata for part thereof.

For self-propelled vessels, the demurrage shall be three times those for non-self-propelled vessels of the same deadweight.

12. In the event of early loading or discharge, the carrier shall pay the shipper (charterer) or the consignee (charterer) respectively despatch money at 50% of the rates set in paragraph 11 of this article.

13. The party at fault shall be liable to the carrier for damage occasioned to the vessel during loading/discharge.

Article 9

Supplementary instructions by the shipper/charterer

1. Should the need arise for the shipper/charterer to issue supplementary instructions (change the originally agreed port of loading or discharge, suspend carriage, return the goods, etc.), he shall notify the carrier of this in writing as soon as possible.

2. If the carrier is able to carry out the shipper's (charterer's) supplementary instructions, he shall signify his agreement to do so within 24 hours of receiving the shipper's/charterer's notification. The carrier shall inform the shipper/charterer within the same period if he is unable to fulfil his instructions.

The expenses pertaining to the execution of supplementary instructions shall be borne by the party issuing the instructions.

3. When it is not possible to fulfil his instructions concerning a change of the originally agreed port of loading, the shipper/charterer shall, if he fails to convey the goods to the originally agreed port, be subject to the penalties for non-presentation of goods laid down in article 11, paragraph 4.

Article 10

Procedure for payment for carriage

1. Freight shall be payable at the rates and according to the terms and conditions of the Agreement on International Danube Freight Rates (MGDT Agreement).

Unless otherwise agreed between the parties or provided under the legislation of their countries of registration, the shipper/charterer shall pay the freight not later than 48 hours after receipt of the carrier's invoice.

2. Any balance due to the carrier that is made known after the shipment of the goods shall be paid by the shipper/charterer not later than 48 hours after receipt of the carrier's supplementary invoice.

Overpayments to the carrier shall be repaid by the carrier to the shipper/charterer not later than 48 hours after receipt of the relevant claim from the charterer.

3. For each day's delay in payment, the party at fault shall pay a penalty of 0.05% of the amount outstanding at the due date.

4. Unless otherwise agreed between the carrier and the shipper/charterer, freight, additional charges and penalties shall be paid in the currency of the country of the port of loading or of discharge.

Article 11

Liability of the parties with regard to the availability of vessels and the presentation of goods

1. If the carrier makes a vessel available for carriage of goods no more than eight days late, he shall compensate the shipper/charterer for the actual cost of storing the goods for the duration of the delay (minus two days), but at a rate not exceeding 1% of the freight per day. Beyond eight days from the agreed time for making the vessel available, the shipper/charterer shall be entitled to refuse to use the vessel for carriage.

2. If the carrier does not make a vessel available for carriage or makes it available more than eight days after the agreed time and the shipper/charterer refuses to use it, or if the carrier refuses to accept part of the agreed quantity of goods, the shipper/charterer shall be entitled to require payment of a penalty in the amount of 50% of the freight for the entire quantity of cargo not carried in the vessel.

The penalty payable by the carrier shall be reduced by one third in cases where the carrier notifies the shipper/charterer of the vessel's unavailability at least 10 days before the agreed time.

3. If the shipper/charterer presents goods for carriage late, he shall pay, at the rates quoted in article 8, paragraph 11, a penalty (demurrage) for the vessel's waiting time counting from the time of the vessel's actual arrival in the port, but at the earliest from the agreed time.

The basis for the calculation of the amount of the penalty shall be the notice of readiness and the laytime statement.

4. If the shipper/charterer does not present the goods for carriage within eight days of the agreed time or presents a lesser quantity than specified in the agreed order for carriage, the carrier shall be entitled to refuse carriage and to require the shipper/charterer to pay a penalty in the amount of 50% of the freight for the entire quantity of goods not presented for carriage, or to require payment of demurrage in accordance with paragraph 3 of the present article.

The above-mentioned penalty shall also be payable in the event the shipper/charterer presents goods for carriage in contravention of the provisions of article 7, paragraph 7, and the carrier considers it impossible to accept those goods for carriage.

The penalty payable by the shipper/charterer shall be reduced by one third in cases where the shipper/charterer warns the carrier of the non-presentation of the goods at least 10 days before the agreed time.

5. In the event goods are not presented or tonnage is not made available in the amounts agreed between the shipper/charterer and the carrier for a particular period of time (month, quarter or other period), the shipper/charterer and carrier shall be mutually financially liable to the extent provided for in paragraphs 3 and 4 of this article.

6. The shipper/charterer shall be exempt from payment of the penalty provided for in paragraph 4 of this article, if:

6.1. At the same port and within the time-limit specified in the order for carriage, and providing that carriage of the new cargo does not entail the use of an additional vessel or of a vessel of a different type, he replaces the goods originally announced by goods such that the carrier will receive in freight a sum no smaller than that already expected;

6.2. By agreement with the carrier and within the time-limit specified in the order for carriage, and providing that as a result of his action the carrier will receive in freight a sum no smaller than that already expected, he presents the same or other goods for carriage at another port on the vessel's route.

7. The parties shall be exempt from liability under the present article in the event of the circumstances referred to in article 12, paragraphs 6.1. to 6.4., and articles 13 to 15.

Article 12Responsibility of the carrier for timely delivery
and safe carriage of goods

1. The carrier must ensure the safe and timely carriage of goods from the port of loading to the port of discharge.
2. Except in the case provided for in paragraph 3 of this article, the carrier's responsibility for goods accepted for carriage begins from the time the goods are received on the vessel and ends at the time they are delivered from the vessel as evidenced by the relevant documents.
3. The carrier's responsibility for goods accepted or delivered by him under the terms of article 7, paragraph 2, begins from the time the goods are taken into the warehouse and ends at the time they are delivered from the warehouse, as evidenced by the relevant documents.
4. The standard carriage times established in annex 4, shall run from midnight on the day when all loading operations and all necessary formalities have been completed and end on the day of presentation to the consignee of the notice that the vessel is ready to unload. During the winter period from 1 December to 28 (29) February carriage time shall be unregulated.
5. In the event of loss or shortage of goods, the carrier shall be liable for the actual cost of the lost or short goods.

In the event of damage to goods, the carrier shall be liable for the amount by which the value of the goods as determined on the day of their receipt by the carrier has been reduced.

If the value of packaged goods or general cargo is not shown in the bill of lading, compensation for a lost or damaged piece shall correspond to its actual value, but may not exceed Sw F 500.

The value of goods shall be determined on the basis of the shipper's/charterer's invoice.

6. The carrier shall not be liable for loss or shortage of, or damage to goods arising because of the following reasons or events:
 - 6.1. Force majeure, dangers or fortuities on the River Danube (earthquakes, hurricanes, thick fog, etc.);
 - 6.2. Official actions or orders (detention, arrest, quarantine, etc.);
 - 6.3. Acts of war or other violent acts (hijacking, mutiny, etc.);
 - 6.4. Organized action by blue- or white-collar workers (strikes, passive resistance, etc.);
 - 6.5. Breach by the shipper of the provisions of article 2, paragraph 3, on the banning from carriage of certain categories of goods, or of article 2,

paragraph 4, on the carriage of dangerous goods, or other acts or omissions on the part of the shipper/charterer or consignee that contravene the present Agreement (inadequacy of, or defects in packages and packaging, carriage of unpacked goods requiring packing, etc.);

6.6. Hidden defects of goods;

6.7. The natural tendency of goods to lose their original properties during carriage (to oxidize, rust, suffer from the effects of temperature, etc.) or the susceptibility of goods to spoilage by rodents, insects, etc.;

6.8. Natural loss of goods within the limits set out in annex 5 to this Agreement;

6.9. Damage to goods in the process of loading or discharge by the shipper or consignee.

Unless (or until) it is proven otherwise, the loss or shortage of, or damage to goods referred to in paragraphs 6.1 to 6.9 shall be deemed actually to have been caused by the circumstances mentioned therein.

7. In the following cases, the carrier shall not be liable for shortage or spoilage of, or damage to goods unless the consignee proves that the discrepancy was the carrier's fault:

7.1. If the goods arrived at the port of discharge in intact cargo compartments bearing intact shipper's seals affixed in accordance with the provisions of article 7, paragraph 4;

7.2. If the goods are delivered in full, intact packaging showing no signs of having been opened en route;

7.3. If the goods are delivered accompanied by an attendant in accordance with the provisions of article 7, paragraph 3.

8. If the shipper did not inform the carrier that goods were dangerous or if goods were presented incorrectly described and the carrier was unable on receiving them to ascertain their properties by external examination, the goods in question may in the event of actual danger to the vessel, other cargo or people on board the vessel, be at any time unloaded by the carrier or destroyed or rendered harmless, as circumstances require, without payment of compensation and with all costs payable by the shipper.

If the hazardousness of goods is discovered before loading begins, the carrier shall be entitled to refuse the goods and to require payment of 50% of the freight. Should the hazardousness of goods come to light during a voyage and the goods be destroyed or rendered harmless, freight previously charged by the carrier shall not be reimbursed.

All losses and expenses arising from the carriage of dangerous goods shall be borne by the party infringing the terms of this article.

9. For failure to keep to the carriage times cargo referred to in paragraph 4 of this article the carrier shall pay the charterer a penalty of 3 kopeks per tonne of goods for every 24 hours' delay, but not more than 25% of the freight.

The carrier shall be exempt from payment of the penalty unless the claim concerning it is submitted within 45 days of the vessel's day of arrival at the port of discharge.

10. No liability for delays in delivering goods shall attach to the carrier in the cases referred to in article 13, paragraph 1.

Article 13

Circumstances hindering carriage and discharge of goods

1. If, because of force majeure, circumstances that hinder carriage (ice drift, flood, inadequate water level), exceptional obstacles or other compelling reasons, navigation is halted, suspended or restricted and the goods cannot be delivered by water to the port of destination, the carrier must immediately seek instructions from the shipper/charterer.

2. If the shipper/charterer does not, within 72 hours of receiving notification of the arising of hindrances to carriage, issue any instructions concerning the goods or if his instructions cannot be carried out, the carrier may at his own discretion:

2.1. Await the end of the hindrance or the resumption of navigation, or until that time place the goods in storage in another port;

2.2. Return the goods to the port of shipment;

2.3. At the shipper's/charterer's expense and risk, deliver the goods to the destination by other, and possibly more expensive means of transport.

3. If the goods cannot be discharged at the port of destination, the carrier shall be entitled to unload them at his discretion at another, possibly more distant point.

4. The carrier shall inform the shipper/charterer of the measures he takes in the event of hindrances to carriage.

5. All the carrier's expenses related to the awaiting of the shipper's/charterer's instructions and to the carrier's other action in connection with, and until the ending of the hindrances to carriage or discharge (paragraphs 1 and 3 of this article) shall be chargeable to the shipper/charterer.

6. In the event of circumstances preventing the delivery of goods (inability to ascertain who is the consignee, failure of the consignee to produce the bill of lading, refusal to pay sums due to the carrier, etc.), the carrier must notify the shipper/charterer without delay that there are obstacles to the delivery of the goods and request appropriate instructions.

7. If within 72 hours of receiving notification from the carrier of the circumstances preventing delivery the shipper/charterer does not issue appropriate instructions, the goods may be kept on the vessel in accordance with the provisions of article 8, paragraph 11, placed in storage by the carrier at the shipper's/charterer's expense and risk, or returned to the port of shipment at the shipper's/charterer's expense and risk.

8. In the following circumstances, the carrier may, without any special agreement, sell undeliverable goods:

8.1. If the goods are perishable;

8.2. If the value of the goods is likely to be significantly reduced by long-term storage;

8.3. If the cost of storage is likely significantly to exceed the value of the goods;

8.4. If the shipper/charterer does not take charge of the goods within a time-limit specified by the carrier.

In the circumstances referred to in paragraphs 8.1 to 8.3, the goods may be sold without delay; in the circumstances referred to in paragraph 8.4., they may be sold no sooner than one week after the expiry of the time-limit set by the carrier.

9. The proceeds from the sale of goods in the circumstances referred to in paragraph 8 of this article shall, after deduction of all expenses relating to the carriage and sale not paid by the shipper/charterer, be placed at the disposal of the shipper/charterer. If the proceeds of the sale are insufficient, the shipper/charterer must make up the shortfall.

10. The carrier shall inform the shipper/charterer of his recourse to warehousing, sale or other action in connection with the impossibility of delivering goods at the port of destination.

11. If the offering of goods for sale is unsuccessful, the proceeds of the sale are insufficient or the goods are confiscated by the authorities or a court, the shipper/charterer must compensate the carrier for all expenses related thereto and for all other unpaid expenses.

12. If the original bill of lading has been handed over to the consignee and he will not take delivery of the goods within the prescribed period or delivery cannot be effected for other reasons, the goods shall be placed in storage at the expense and risk of the consignee, who must be informed of that fact. In such cases, the storage, placement in store and sale of the goods shall be subject as regards the consignee to the provisions of paragraphs 7, 8, 10 and 11 of the present article.

The shipper/charterer shall be liable to the carrier in accordance with the provisions of article 8, paragraph 11, for delay to the vessel resulting from the late taking-over of goods.

Article 14

Beginning and halting of navigation

1. When hindrances arise to navigation on the River Danube because of force majeure, dangers, or fortuities (ice draft, flood, inadequate water level) or exceptional obstacles, each shipping company party to the present Agreement shall be entitled wholly or partly to halt navigation or suspend or restrict carriage by its fleet on particular sections of the River Danube.
2. The carrier shall announce the dates of the halting or beginning of navigation or suspension, restriction or resumption of carriage through the issuance of an instruction and shall inform the other shipping companies, charterers, organizations for related modes of transport, etc. thereof at his discretion.

Article 15

Repudiation of contract of carriage

1. Each of the parties shall, in the cases referred to in article 12, paragraphs 6.1 to 6.4, be entitled to repudiate a contract of carriage of cargo without having to compensate the other party for the losses connected therewith that arise prior to the vessel's departure from the port of loading.

In these circumstances the carrier shall not be liable for the costs of discharge.

2. If, once carriage has begun, a vessel finds itself unable to deliver goods to the port of destination because of circumstances referred to in paragraph 1 of this article, the carrier must immediately notify the shipper/charterer of that fact.
3. If within 72 hours of dispatch by the carrier of such notification no instructions are received from the shipper/charterer on what is to be done with the goods, or if, for reasons outside the carrier's control, the instructions cannot be carried out, the carrier may at his discretion act in accordance with the provisions of article 13, paragraphs 2.1 to 2.3.
4. The shipper/charterer must compensate the carrier for the freight in proportion to the actual distance the goods have been carried by the time carriage is terminated in accordance with paragraph 2 of this article, and for all expenses relating to the 72-hour period of waiting for the shipper's/charterer's instructions concerning the goods.

The shipper/charterer shall also compensate the carrier for all expenses connected with the execution of his instructions or of the actions referred to in article 13, paragraphs 2.1 to 2.3.

5. In the event of the vessel being laid up for the winter because of circumstances referred to in article 14, paragraph 1, the shipper/charterer shall, if the goods were accepted for carriage before 1 November and regardless of whether the storage is instituted on his instructions or at the

carrier's discretion, be exempt from all expenses for the storage of the goods for the winter, whether on board the vessel or in warehouses in the port where the goods were of necessity unloaded.

The winter lay-up period shall be deemed to begin on the day the vessel is actually laid up for the winter and to end on the day of the official beginning of navigation in accordance with article 14, paragraph 2.

Article 16

Claims, suits and arbitration

1. Any claims against the carrier shall be made by the consignee in writing and accompanied by the necessary documents, such as the bill of lading, delivery record, invoice, estimates of damage and other documents in support of the right to claim.

When the circumstances referred to in article 7, paragraphs 12.1, 13.1 and 13.2 apply, all claims concerning the quantity of goods delivered shall be made to the shipper.

2. The carrier must within three months of the day of receipt of a claim examine it and inform the claimant in writing whether he will satisfy the claim or reject it.

If the carrier rejects a claim, only partly satisfies it or fails to examine it in the prescribed time, the consignee shall be entitled to bring legal proceedings.

3. Legal proceedings arising from a contract of carriage of goods shall be conducted in the competent court at the defendant's place of registration. Subject to agreement of the carrier and the shipper, disputes between them may be heard before an arbitral organ approved by the parties.

4. The period of limitation for all claims by parties to the contract or third parties arising from a contract of carriage shall be one year. This period shall be calculated as follows:

4.1. For short delivery of, or damage to goods - from the day of delivery of the goods to the consignee;

4.2. For loss of goods - from the day when the goods should have been delivered;

4.3. For non-payment of freight - from the day when the time-limit for payment expired;

4.4 For under- or over-payment of freight - from the day of the actual payment of carriage charges;

4.5 For all other claims - from the day of arising of the right to bring legal proceedings.

5. The period of limitation shall be suspended during the time a claim is under consideration.

6. For each day's delay, the debtor party shall pay a penalty of 0.05% of the amount outstanding at the due date. The same condition shall apply to payments related to decisions of a court or arbitral organ.

7. Payments resulting from claims or legal proceedings in connection with freight shall be made in the currency of payment of the carriage.

Payments resulting from or legal proceedings in connection with loss of, or damage to goods shall, unless otherwise agreed, be made in the currency in which the goods were acquired by the claimant.

Article 17

General average

1. "General average" means exceptional expenditures or sacrifices intentionally and reasonably incurred to preserve and/or save a vessel, goods and freight from a common peril.

2. Unless otherwise agreed between the parties involved, general average adjustment shall be based on the Danube Rules for General Average, 1990 (annex 6 below).

Article 18

Carrier's lien

To secure payment due to him under the terms of the present Agreement for freight, general average, supplementary dues, penalties, etc., the carrier shall have, in accordance with the law of the country where it is exercised, a lien on cargo.

Article 19

Amendments and additions

Amendments and additions to the present Agreement shall be subject to examination and approval by the Conference of Directors of the Danube shipping companies parties to the Bratislava Agreements.

Article 20

Entry into force of the Agreement

1. The present Agreement shall enter into force on 1 January 1990 and is concluded for an indefinite period.

With the conclusion of this Agreement, the Agreement on General Conditions for the Carriage of Goods on the River Danube, 1955, lapses.

2. Each of the contracting shipping companies may withdraw from the present Agreement six months from the date of written notification of its withdrawal to the other shipping companies.

Withdrawal from the Agreement shall not relieve parties from liability in respect of obligations arising while they are parties to the Agreement.

Article 21

Depositary

The present Agreement was signed at Siófok (Hungary) on the twenty-third day of September 1989 in one copy in the Russian language and has been deposited with the Czechoslovak Danube Steamship Company (CSPD), which shall issue certified copies of the Agreement to each of the shipping companies signatories to it.

Done at Siófok, Hungary, 23 September 1989.

ANNEX 1

to the

Agreement on General Terms and Conditions for International
Carriage of Goods on the River Danube

Name and address of shipper			Bill of lading No.	
Name and address of consignee			Name of shipping company	
Name and address of person to be notified			The goods are carried subject to the Agreement on General Terms and Conditions for International Carriage of Goods on the River Danube (Bratislava Agreements)	
Vessel owner				
Port of loading				
Port of discharge				
Marks and numbers	Description of goods and type of packaging	Number of pieces	Gross mass, kg	Volume, m ³
Freight and dues			Special remarks	
Ship's draught, average, cm		Payment instructions	Place where drawn up	
		Attachments		
Mass of goods from draught, kg		Seals: Impression and No.	Date	
		Date of loading		
			Signature	Stamp

ANNEX 2

to the

Agreement on General Terms and Conditions for International
Carriage of Goods on the River Danube

Name of carrier

DRAUGHT CERTIFICATE

Vessel _____ Date _____
Port of loading/discharge _____ Draught at port of loading, cm _____
Bow _____ Midships _____ Stern _____

Starboard _____
Port _____

Average draught _____ cm which corresponds to _____ tonnes
of goods per the vessel's loading table

Remarks Carrier _____
Shipper _____
Date _____
Draught at port of discharge, cm _____
Bow _____ Midships _____ Stern _____

Starboard _____
Port _____

Average draught _____ cm which corresponds to _____ tonnes
of goods per the vessel's loading table

Remarks Carrier _____
Consignee _____

This certificate must be completed: at the port of loading-discharge, in ballast and after loading; at the port of discharge, laden and in ballast after discharge.

ANNEX 3

to the

Agreement on General Terms and Conditions
for Carriage of GoodsSTANDARD RATES OF LOADING AND DISCHARGE
IN THE MAIN DANUBE PORTS

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously
			Loading	Discharge	
FRG	Passau	Metal in packs or coils	250	250	2 barges:
		Sawn wood	150	-	
Austria	Linz	Grain	240	240	1 dry cargo 1 liquid cargo
		Mineral oil	-	400	
		Ore, pyrites, magnesite, all handled by grabs	-	650	7 dry-cargo barges as follows:
		Potash salts, phosphates	500	500	1 grain
		Coke, grade 1 and 2	-	400	1 fertilizer in dock
		Coke, grade 3	-	300	No. 7
		Metal in packs/coils	1 000	1 000	2 bulk cargo
		Steel sections, plate, wire rod	400	400	2 general cargo
		Other iron and steel products	200	200	1 container barge
		Fertilizers in bags, in dock No. 7	450	-	
		in commercial port	170	-	
		Chemicals in bags	170	-	
		Goods in barrels	250	-	
		Paper in rolls or other packaging, cardboard	250	-	
		Cellulose	125	-	
		Fibre, yarn in bales	170	-	
Bulk grain	240	240			
Sawn wood in packs	400	-			

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously
			Loading	Discharge	
		Round wood	200	200	
		Pulpwood	-	130	
		Asbestos in bags, bales	170	170	
		General cargo	170	170	
	Krems	Metal in coils/packs	-	1 200	1 grain barge
		Iron or steel tubes, squares, sections	380	-	2 dry-cargo barges
		Kalemanit	-	320	
		Sawn wood in packs	240	-	
		Clay	-	240	
		Coke	-	250	
		Round wood	-	160	
		Bulk grain	200	200	
	Vienna/ Freudenau	Bulk briquettes handled by grab	-	300	2 dry-cargo barges
		Coke - grade 3	-	250	
		Coal	-	400	
		Perlite, sand, both handled by grab	-	400	
		Sawn wood in packs	250	-	
		Pumice, slag	-	400	
		Bulk pyrites	-	300	
		Metal in packs and coils	500	500	
		Bottles on pallets	160	-	
		Malt in bags	160	-	
		Lubricating oil in drums	250	-	
		Canned food in packs	100	-	

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously		
			Loading	Discharge			
Czecho-slovakia	Vienna/ Albern	Paper in rolls up to 2t	250	-	1 dry-cargo barge		
		Other sizes	120	-			
		Paper in packs	100	-			
		Daplen in bags	120	-			
		Cardboard, cardboard products	100	-			
		All types of canned goods	100	100			
	Bratislava	Bulk grain	480	480	11 barges, as follows: 7 dry cargo 1 tanker (fuel oil, export) 3 tankers - (other oil products)		
		Heavy grain	550	500			
		Light grain	300	300			
		Coke	500	-			
		Coal	600	-			
		Pyrites	-	600			
		Phosphates	-	450			
		General cargo	250	250			
		Metal, tubes	400	350			
		Crude oil and oil products	-	800			
		Cement in bags	400	350			
		Wood products	300	270			
		Creosote	300	-			
		Ore	-	700			
		Komarno	Phosphates	-		500	7 dry-cargo barges, including 4 ore-carriers
			Heavy grain	550		500	
	Light grain		300	300			
	Coal		600	-			
	Coke		500	-			
	General cargo		250	250			
	Metal and tubes		350	300			
Ore	-	1 000					

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously	
			Loading	Discharge		
Hungary	Csepel	Bauxite	800	750	8 barges as follows:	
		Metal and tubes	550	500		
		Heavy grain	550	550		
		Light grain	500	500		
		General cargo	200	220		
		Sawn wood	300	300		
		Phosphates	500	500		
		Indian ore	-	580		
		Tiles	200	-		
	Dunaújváros	Heavy grain	250	-	4 general cargo 1 grain 3 bulk cargo	
		Light grain	200	-		
		Ore	-	1 250		
	Mohács	Coal	-	640		
		Fuelwood	-	150		
Sawn wood in packs		-	100			
Grain		500	500			
Baja	Coal, coke	500	450			
	Wine in bulk	370	-			
Yugo-slavia	Apatin	Coal	-	800		1 liquid-cargo barge 1 dry-cargo barge
		Bagged goods	-	200		
		Superphosphate	-	800		
		Pyrites	-	700		
		Round wood	-	200		
		Cellulose	-	150		
		Heavy grain	-	200		
		Light grain	-	100		
		Sheet metal	-	300		

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously	
			Loading	Discharge		
	Osijek	Iron ore and bauxite, by crane	1 500	1 500	2 dry-cargo barges, as follows: 1 bulk cargo 1 general merchandise	
		Iron ore and bauxite, at terminal	2 000	-		
		Rebars in bundles	1 000	1 000		
		Steel rods	1 000	1 300		
		Pig-iron	500	500		
		Sheet metal in packs or coils	500	500		
		Fertilizers in bags	500	500		
		Bulk fertilizers, by crane	-	1 000		
		Bulk fertilizers, at terminal	1 500	-		
		Cement in bags	300	300		
		Grain, by crane	-	800		
		Grain, at terminal	1 500	-		
		Dry cut material	1 000	-		
		Sawn wood in packs	400	400		
		Logs	600	600		
		Cellulose	250	250		
	Vukovar	Iron ore and bauxite	1 000	1 000		5 dry-cargo barges, as follows: 4 bulk cargo 1 general cargo
		Metal	750	400		
		Coke	-	600		
		Pig-iron	250	450		
		Fertilizers in bags	350	350		
		Cement in bags	200	200		
		Grain	250	250		
		Sawn wood	200	200		
		General cargo	250	250		
		Slabs	-	700		
		Coal, charge materials	-	1 800		
		Sheet in packs and coils	-	500		

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously
			Loading	Discharge	
	Opatovac	Oil	-	4 000	2 liquid-cargo barges 2 dry-cargo barges, as follows: 1 bulk cargo 1 general cargo 4 liquid-cargo barges
	Novi Sad	Bauxite	800	-	3 dry-cargo barges, as follows:
		Grain	500	500	
		Fertilizers in bags	250	250	
		General cargo	250	250	1 bulk cargo 2 general cargo
		Gravel	-	2 000	
	Belgrade	Pyrites	1 000	1 000	5 dry-cargo barges, including 2 bulk cargo and barges with general cargo or containers
		Bauxite	1 000	-	
		Coal	1 000	1 000	
		Grain	300	300	
		Coke	500	500	
		Tin in pigs	300	-	
		Cable	400	-	
		Tubes	500	-	
		Metal in coils	700	700	
		Rebars	600	600	
		Lead and zinc	700	700	
		Copper, steel and brass in sheets	500	500	
		Fertilizers and cement in bags	300	300	
		General cargo	300	300	
		Pig-iron	700	700	
		Sawn wood in packs	300	300	
		Metal in rods	-	500	

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously
			Loading	Discharge	
	Pančevo	Cable	200	250	2 dry-cargo barges, as follows: 1 bulk cargo 1 general cargo 4 liquid-cargo barges
		Tubes	300	300	
		Metal in coils	400	400	
		Rebars	300	300	
		Bagged goods	200	200	
		Copper, steel and brass in sheets	250	250	
		General cargo	200	200	
		Metal in rods	250	350	
		Sheet metal in packs up to 7t	450	450	
		Sheet metal in coils up to 20t	500	500	
		Sawn wood	150	150	
		Round wood	300	300	
		Quartz sand	-	2 000	
		Oil	-	2 500	
	Smederevo	Sheet in coils 7-20t	500	500	3 dry-cargo barges, as follows: 2 bulk cargo 1 general merchandise
		Sheet in packs and coils up to 7t	400	400	
		Iron-ore concentrate	800	800	
		Slabs 10-20t	600	600	
		Slabs up to 10t and tubes	450	450	
	Prahovo	Concentrate	-	650	2 dry-cargo barges, as follows: 1 bulk cargo 1 general merchandise
		Phosphates	-	1 000	
		Metal in coils	-	800	
		Slabs	-	600	
		Tubes	500	-	
		Bauxite	700	700	
		Rebars and sections	450	450	
		Pig-iron	250	250	
		Bagged goods	250	250	

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously		
			Loading	Discharge			
Romania	Moldova- Veche	Sawn wood	200	200	1 barge		
		General cargo	250	250			
		Coal	-	700			
		Coke	-	600			
		Sheet metal in packs	400	400			
		Round wood	125	-			
		Drenkova	Round wood	125		-	1 barge
			Coal	-		600	2 barges
		Orşova	Coke	-		500	
			Ore	-		650	
			Round wood	250		-	
			Salt	250		-	
			Metal and tubes	450		450	
			Bulk fertilizers	350		-	
	Fertilizers in bags		400	-			
	Soda ash in bags		400	-			
	Calafat		Grain	400	-		
			Corabia	Grain	400	-	
	Turnu	Grain		400	-	2 barges, as follows:	
		Magurele	Coal	-	600		
	Coke		-	500	1 ore		
	Bulk fertilizers		350	-	1 grain		
	Fertilizers in bags		400	-			
	Round wood		300	-			
	Ore, pyrites		-	700			

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously
			Loading	Discharge	
	Zimnicea	Grain	350	-	1 barge
	Giurgiu	Heavy grain	600	400	6 barges, as follows:
		Light grain	300	300	
		Coal	-	600	
		Coke	-	550	
		Ore	-	750	
		Metal and tubes	450	450	
		Bulk fertilizers	350	-	
		Fertilizers in bags	400	-	
		Round wood	300	-	
		General cargo	200	200	
		Soda ash in bags	350	-	
		Fuel oil	800	-	
		Diesel fuel	800	-	
	Oltenitșă	Coal	-	600	
		Coke	-	550	
		Ore	-	750	
		Metal and tubes	450	450	
		Round wood	300	-	
		Bulk fertilizers	350	-	
		Fertilizers in bags	400	-	
		Soda ash in bags	350	-	
	Călărăsi	Coke	-	550	1 barge
		Coal	-	600	
		Ore	-	750	
		Metal and tubes	450	450	
		Bulk fertilizers	350	-	
		Fertilizers in bags	400	-	
		Soda ash in bags	350	-	

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously	
			Loading	Discharge		
Bulgaria	Bräula	Heavy grain	800	600	5 barges, as follows:	
		Light grain	400	400		
		Ore and concentrate	800	700		1 grain
		Phosphates	700	-		1 ore
		Round wood	250	200		1 round wood
		General cargo	200	150		1 general cargo
		Cement in bags	400	350		1 phosphates and concentrates
		Coal	-	800		
		Coke	-	500		
	Galatz	Heavy grain	800	600	7 barges as follows:	
		Light grain	400	400		
		Ore and concentrate	800	700		1 grain
		Round wood	250	200		2 ore
		General cargo	250	200		2 wood
		Phosphates	800	-		1 general cargo
		Cement in bags	400	350		1 phosphates and concentrates
		Coal	-	800		
		Coke	-	500		
	Lom	Canned food	300	-	5 dry-cargo barges, as follows:	
		Fresh fruit and vegetables	300	-		
		Electric and other motorized industrial trolleys, agricultural machinery	300	-		2 bulk cargo
Phosphates		450	450	2 general cargo		
Grain		300	300	1 wine		
Motor vehicles		-	300			
Wine in bulk		300	-			
Cement		500	250			
Metal		600	600			
Rails		-	350			
Barytes, fluorite		500	500			

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously
			Loading	Discharge	
		Coke	-	400	
		General cargo	250	250	
		Ore, coal	1 200	800	
		Non-ferrous metals	-	300	
		Sawn wood	250	250	
		Tubes	400	350	
		Pulp	350	-	
	Oryakhovo	Canned food	300	-	1 barge - general cargo
		Fresh fruit and vegetables	300	-	
		General cargo	200	200	
	Somovit	Canned food	200	-	1 barge - general cargo
		Fresh fruit and vegetables	300	-	
		Grain	300	300	
		Wine in bulk	300	-	
		General cargo	200	200	
	Svishtov	Canned foods	300	-	3 dry-cargo barges, as follows:
		Fresh fruit and vegetables	300	-	
		Grain	300	300	1 bulk cargo
		Cement	500	250	1 general cargo
		Ore	-	800	1 wine
		General cargo	200	200	
		Wine in bulk	300	-	
		Coke	-	400	
	Ruse	Canned food	300	-	5 dry-cargo barges, as follows:
		Fresh fruit and vegetables	300	-	2 bulk cargo
		Electric and other motorized industrial trolleys, agricultural machinery	300	-	2 general cargo 1 wine

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously
			Loading	Discharge	
Soviet Union	Reni	Electrical equipment	300	-	9 barges, as follows: 2 ore, concentrates 2 coal, coke 1 grain 2 general cargo 2 tankers: oil or petroleum products
		Coal, ore	1 200	800	
		Phosphates	450	450	
		Grain	300	300	
		Motor vehicles	-	300	
		Wine in bulk	300	-	
		Cement	500	250	
		Metal	600	600	
		Rails	-	350	
		Non-ferrous metals	-	300	
		General cargo	250	250	
		Pulp	350	350	
		Grain	700	650	
		Metal and tubes	750	750	
		Rails	600	550	
		Cement	700	650	
		General cargo	400	400	
		Ores and concentrates	1 500	1 250	
		Coal and charge materials	1 400	-	
		Coke	650	-	
		Bauxite	600	600	
		Fertilizers	500	500	
		Phosphates	700	-	
Round wood	600	600			
Motor vehicles	600	600			
Canned foods	-	400			
Fresh fruit and vegetables	-	500			
Oil	-	2 000			

(continued)

Country	Port	Type of goods	Standard tonnage handled per vessel per 24 hours		Number of vessels that can be handled simultaneously
			Loading	Discharge	
	Izmail	Grain	650	650	6 dry-cargo barges, as follows: 2 ore or concentrates 2 coal, charge materials, coke 1 grain 1 metal or general cargo
		Metal	750	750	
		Rails	600	500	
		Cement	600	550	
		General cargo	400	350	
		Phosphates	700	-	
		Pig-iron	600	600	
		Coke	600	-	
		Ores and concentrates	1 500	1 250	
		Coal and charge materials	1 100	-	
		Canned foods	-	300	
		Fresh fruit and vegetables	-	350	

Notes:

1. The following rates and rules shall apply at the port of Regensburg:

(a) Bulk goods (goods handled by grab)

Up to 250 tonnes	1 day
Up to 600 tonnes	2 days
Up to 1,000 tonnes	3 days
Up to 1,500 tonnes	4 days

(b) Goods handled by hook (general cargo) unless specially indicated otherwise

Up to 125 tonnes	1 day
Up to 300 tonnes	2 days
Up to 500 tonnes	3 days
Up to 750 tonnes	4 days

Up to 1,000 tonnes 5 days

Up to 1,450 tonnes 6 days

(c) Goods handled by hook (general cargo), in bags or packs: 125 tonnes per day.

For each vessel, laytime shall begin at 7.30 a.m. on the day following the day of arrival (excluding Saturdays and Sundays). No account shall be taken of the order of arrival or number of vessels that can be handled simultaneously.

2. When a backlog of vessels forms in the port of Regensburg as a result of force majeure (flood or inadequate water level causing the temporary cessation of navigation), each vessel's laytime shall begin when the berth designated to handle that vessel actually becomes vacant.

3. Unless otherwise provided in the contract of carriage, the time allowable for the loading of single pieces exceeding 5,000 kg shall be the actual time taken.

4. Categories of goods not mentioned in this annex shall be handled under the rules for general cargo.

5. For the loading and discharge of general cargo requiring weighing and sorting, the standard rates shall be reduced by 20%.

6. The time allowable for the handling of goods duly certified by the health authorities as toxic and hazardous to dockers' health and for the handling of which technical regulations exist shall be the actual time taken.

ANNEX 4

to the

Agreement on General Terms and Conditions
for International Carriage of Goods

RIVER DANUBE - STANDARD CARRIAGE TIMES FOR GOODS (DAYS)

Section	Distance km	October, November March, April		May, June, July August, September	
		Down- stream	Upstream	Down- stream	Upstream
Regensburg-Passau	153	2	4	2	2
Passau-Linz	91	2	3	1	2
Linz-Vienna	206	3	4	2	3
Vienna-Bratislava	61	1	2	1	1
Bratislava-Komarno	100	1	2	1	1
Komarno-Budapest	121	1	3	1	2
Budapest-Mohács	200	2	3	1	2
Mohács-Novi Sad	192	2	4	2	3
Novi Sad-Belgrade	85	1	2	1	1
Belgrade-Moldova Veche	122	1	2	1	2
Moldova-Veche- Turnu-Severin	117	2	4	2	2
Turnu-Severin-Lom	188	2	3	1	2
Lom-Somovit	135	1	2	1	2
Somovit-Ruse, Giurgiu	114	1	2	1	1
Ruse, Giurgiu-Cernavoda	194	2	3	1	2
Cernavoda-Galatz-Reni	172	2	3	1	2
Galatz-Reni-Izmail	81	1	2	1	2

ANNEX 5

to the

Agreement on General Terms and Conditions for International
Carriage of Goods on the River Danube

STANDARDS FOR NATURAL LOSS

Name of goods	Standard loss as % of mass of goods
Manganese ore	2.0
Bulk magnesium and other bulk chemicals	2.0
Cellulose	2.0
Common salt	2.0
Fresh fruit and vegetables	2.0
Fresh meat	2.0
Dressed skins and wet-salted hides	2.0
Tobacco	2.0
Coal, coke	1.5
Iron ore	1.5
Zinc concentrate	1.5
Fuelwood, sawn wood, charcoal	1.5
Building materials of mineral origin	1.5
Fertilizers	1.5
Cement	1.5
Fats	1.5
Salted fish	1.5
Hops	1.0
Tree bark, roots	1.0
Unwashed wool	1.0
Frozen meat	1.0
Other dry goods, subject to natural loss during carriage	0.5

Notes: 1. These standards are maxima and apply only to goods accepted for carriage by mass.

2. For bulk and liquid goods which are transshipped during carriage, the above standards shall be increased by 0.3% for each instance of transshipment.

ANNEX 6

to the

Agreement on General Terms and Conditions for International
Carriage of Goods on the River Danube

DANUBE RULES FOR GENERAL AVERAGE, 1990

In order further to improve and develop cooperation in international carriage of goods on the River Danube, the following shipping companies:

Bayerischer Lloyd (BL) Federal Republic of Germany

The Bulgarian Inland Steamship Company (BRP)

The First Danube Steamship Company (DDSG), Austria

The Hungarian Navigation Company Limited (MAHART)

The Romanian Inland Steamship Company (NAVROM)

The Soviet Danube Steamship Company (SDP)

The Czechoslovak Danube Steamship Company (CSPD)

The Yugoslav Danube Steamship Company (YRB)

The Yugoslav Dunavski Lloyd Steamship Company (DL)

The Yugoslav Kraina Steamship Company (RBK),

have agreed on the following rules for the adjustment of general average.

These rules constitute an integral part of the Agreement on General Terms and Conditions for International Carriage of Goods on the River Danube and shall govern all carriage, except as otherwise agreed between the parties to general average.

Rule 1

General provisions

"General average" means exceptional expenditures or sacrifices intentionally and reasonably incurred to preserve and/or save a vessel, goods and freight from a common peril.

General average shall be adjusted between the vessel, goods and freight in proportion to their contributory values in accordance with the following rules.

Rule 2

Compensation expenses

Any extra expense incurred, in place of another expense which would have been allowable as general average shall be deemed to be general average, but only up to the amount of the expense avoided.

An expense so recognized shall be reduced by the sum of the expenses that would have arisen in the normal course of the voyage.

Rule 3

Exclusion of indirect losses and expenses

General average shall include only such losses, damages and expenses as are the direct consequence of the general average act.

Loss or damage sustained through delay, whether on or after the voyage, such as losses related to exchange-rate fluctuations, losses in market price, etc., and other indirect losses shall not be admitted as general average.

Rule 4

Fault in average

Expenses and losses in general average shall be adjusted even when the event which gave rise to general average was caused by the fault of one or more of the parties.

However, this shall not deprive the parties to general average of the right to recover losses and expenses from the party at fault.

Rule 5

Onus of proof

The onus of proof that losses and expenses are subject to compensation under general average shall be upon the party claiming such compensation.

Rule 6

Compensation for salvage expenses

6.1. In the event of general average, vessels of shipping companies parties to the Bratislava Agreements, that assist one another shall be compensated for their expenses on the terms and at the rates contained in the Agreement on Towing, Assistance to Vessels in Distress, and Agency Services (annex 5, section II), with the application of a coefficient of three to the hourly rate for towing.

6.2. In other cases, expenses incurred by parties in relation to salvage, whether on the basis of a contract or otherwise, shall be allowable in general average to the extent that the salvage operations were undertaken to preserve property from a common peril.

6.3. Compensation shall be payable in general average for duly certified losses suffered by a vessel in providing assistance (loss of equipment, expenditure on repairing damage, etc.) and, for losses related to withdrawal of the vessel from service.

6.4. The provisions of this rule shall apply without restriction, even if the salvaging and salvaged vessels belong to or are under the instructions of one and the same ship owner.

Rule 7

Lightening of a vessel

If, as a result of damage, sacrifice or other extraordinary circumstances, it is necessary to discharge goods from a vessel (lighten the vessel) and thereafter to store them, the following shall be admitted as general average:

1. Expenses for discharging the goods from the vessel, storing them and reloading them.
2. Expenses of hiring the vessel carrying out the lightening.
3. Losses and expenditure for repairing damage sustained by the vessel carrying out the lightening and losses related to its withdrawal from service.
4. Damage suffered by the vessel being lightened during the lightening.
5. Losses and expenses related to loss of, or damage to the goods during their discharge, storage and reloading.
6. Premiums paid to insurers for additional insurance cover.

Rule 8

Port of refuge

8.1. Compensation shall be payable in general average for expenses arising in case of flood, ice drift or sudden and rapid fall in the water level or in other circumstances related to the need to enter, stay in and exit from a port of refuge, including towage, expenses for guarding the laden vessel and port dues. Compensation shall be payable for such expenses if a laden vessel has to return to the port of loading.

8.2. If a vessel is compelled to move from one port of refuge to another to undergo repairs, the provisions of paragraph 1 of this rule shall apply. Expenses in respect of the voyage, including repair costs and towage shall be included in general average.

8.3. If goods destined for another port are discharged at a port of refuge, they shall contribute to general average as if they had remained on the vessel until its departure from that port. However, if a vessel's entire cargo is discharged at a port of refuge, compensation of expenditure under general average shall cease.

8.4. If flood or ice drift occurs after a laden vessel's arrival at a port of discharge and the vessel has to leave that port before handling is completed and find another safe port, that port shall be considered a port of refuge.

8.5. If, as a result of flood or ice drift, a vessel has to remain in a port after discharging the goods destined for that port, that port shall be considered a port of refuge only as regards goods destined for other ports.

8.6. If a vessel leaves a port of refuge independently, no compensation shall be payable for the expenses related thereto.

Rule 9

Damage to engines

Compensation shall be payable under general average for damage arising on a vessel in distress as a result of accelerated running of the engines, and for damage to steering, propelling, towing and other devices and machinery arising during efforts by the vessel to refloat itself.

Rule 10

Deliberate stranding and scuttling

Damage caused to a vessel and/or goods by deliberate stranding or scuttling shall be allowed in general average.

Rule 11

Fire on board

Damage caused to a vessel and/or goods by water or otherwise, including damage due to the beaching or scuttling of a burning vessel, shall be allowed in general average. However, no compensation shall be payable for smoke or heat damage, however caused.

Rule 12

Raising a sunken vessel

If a vessel in distress sinks or is scuttled, expenses and losses relating to raising it with its cargo shall be allowed in general average.

Rule 13Convoys

13.1. In these rules, "convoy" means a group of vessels so joined to each other that none of them has individual freedom of movement.

13.2. If action is taken to save one and/or more of the vessels in a convoy and their cargo from a common peril, all provisions of the present rules shall apply. A vessel in a convoy shall not be deemed to be in common peril with another vessel in the convoy if it can be removed from danger simply by being uncoupled from that other vessel.

13.3. In calculating the contributory values and compensation in general average, account shall be taken of the total value of all the vessels in a convoy and goods in common peril.

Rule 14Vessel-compensation in general average

14.1. The amount to be allowed as general average for loss or damage to a vessel's hull, engines, other machinery and/or equipment, shall be as follows:

14.1.1. In the event of repair or replacement, the actual reasonable cost of repair or replacement of the damage or loss;

14.1.2. Failing repair or replacement, the reasonable depreciation arising from such damage or loss, but not exceeding the estimated cost of repair.

14.2. However, where the vessel is an actual total loss or the cost of repairing the damage would exceed the value of the ship in good order, the amount to be allowed as general average shall be the difference between the estimated sound value of the vessel after deduction therefrom of the estimated cost of repairing damage which is not general average and the value of the vessel in its damaged state, which may be measured by the net proceeds of sale.

14.3. If during repairs old materials or parts are replaced with new, the compensation shall be reduced by the difference between the new and old price, on the principle of "new for old".

The deduction shall be as follows:

One fifth of the value of a hull, engines, other machinery and/or equipment having been in service for between two and five years at the time of the average;

One quarter - from 6 to 10 years inclusive;

One third - 11 years and over.

For vessels which have been in service for less than two years, no deductions shall be made from the cost of temporary repairs.

No deductions shall be made for anchors or anchor chains or towing or mooring hawsers.

14.4. The deductions shall only be made from the cost of materials or parts which have been finished and are ready for installation in the vessel.

14.5. Compensation for damage to a vessel must not exceed the amount which would be payable if the vessel were a total loss.

Rule 15

Goods - compensation in general average

15.1. If goods are sacrificed, compensation shall be payable for their value according to the seller's invoice after deduction of amount corresponding to the damage not allowable in general average.

The value of the goods shall include the cost of insurance and freight, except in those cases where the freight was not at the risk of the goods.

15.2. If goods are damaged, the compensation payable shall be the difference between their values in the undamaged and damaged states. If damaged goods are sold, the compensation payable shall be the difference between the net sound value of the goods and the net proceeds of sale.

15.3. The shipowner of the vessel must inform the shipper/charterer without delay if the shipper's/charterer's goods are damaged and, on receipt of the necessary instructions, arrange to determine the extent, nature and cause of the damage and take measures to prevent further loss.

Rule 16

Freight - compensation in general average

Unpaid freight for lost goods shall be made good as general average to the extent of the gross freight lost.

Rule 17

Interest - compensation in general average

Expenses, sacrifices and other sums charged to general average shall be subject to interest at a rate of 7% per annum, starting from the time when the sums are paid or from the time when the lost goods shall have delivered to the consignee and ending one month after the date of establishment of the general average statement.

Rule 18Costs of determining losses - compensation in general average

Expenses related to the making of examinations, the valuation and sale of goods, the conduct of inquiries necessary to establish the average statement and the remuneration of adjusters shall be allowed in general average.

Rule 19Contributory value

19.1. The contributory value of a vessel shall be determined on the basis of the vessel's value and condition on the day when the voyage ended.

19.2. The contributory value of goods shall be determined on the basis of the seller's invoice. The value of goods shall include the cost of insurance and freight if the freight is at the risk of the goods. There shall be deducted therefrom the cost of all loss or damage sustained by the goods prior to the completion of discharge.

19.3. The contributory value of freight at the risk of the carrier shall be the gross freight.

19.4. To the contributory values of the vessel, goods and freight shall be added the amount made good as general average for property sacrificed, if not already included.

19.5. All means of consolidating cargo shall participate in general average contributions equally with goods.

Rule 20Cash deposits

As security for contributions, a shipowner shall be entitled to require from shippers or their representatives cash deposits, which he shall undertake to pay into a special account in the bank mentioned in the written warranty. The sum so deposited, together with interest thereon, if any, shall serve as security for payment to the parties entitled thereto of the general average or special charges payable by goods in respect to which the deposits were collected.

Payments or refunds from cash deposits shall be made within 15 days of the general acceptance of the average statement. General average deposits shall bear interest at 7% per annum. Bank interest received on these sums shall be included in general average. Deposits, advance payments and refunds shall be without prejudice to the ultimate liability of the parties.

Rule 21

Drawing up and contesting of the general average statement

21.1. Shipowners may and, if requested by any of the parties to the general average, must submit a claim for general average not later than one year after the end of the voyage.

21.2. The currency of the adjustment shall be determined by the adjuster, principally taking account of the currency of the predominant general average expenses. The currency of payment of contributions shall normally be the currency of expenditures and losses admitted in general average, provided that this does not contravene international payment agreements or other currency legislation.

21.3. Each party to a general average must at the request of the adjuster or shipowner furnish all documents or information necessary to draw up the average statement (bill of lading, invoice, etc.). Failing compliance with this obligation, the adjuster shall be entitled to decide the matter on the basis of the materials at his disposal or in accordance with current practice, and this decision shall be valid until proof is provided to the contrary.

21.4. A general average statement shall be binding on all the parties unless they submit claims to the adjuster within 30 days of its receipt.

21.5. If the adjuster revises the statement on the basis of claims submitted to him, he shall reissue it to all the parties. In that event, any of the parties who does not agree with the adjuster's final decision shall be entitled to contest it through legal channels.

21.6. Parties to general average must pay their contributions on the basis of the average statement within 10 days of the latter's coming into force.
