

HELLENIC MARINE ADJUSTERS S.A.

AVERAGE BOND

This bond shall be governed by and construed according to English Law and any dispute arising hereunder shall be referred to the exclusive jurisdiction of the High Court of Justice in London

TO: the owners of the vessel named below and other parties to the adventure as their interests may appear.

VESSEL: from to

CASUALTY and DATE

PORT OF SHIPMENT:

PORT OF DESTINATION/DISCHARGE:

BILL OF LADING OR WAYBILL NUMBER (S):

| QUANTITY AND DESCRIPTION OF GOODS |
|-----------------------------------|
| |

In consideration of the delivery to us or to our order, on payment of the freight due, of the goods noted above we agree to pay the proper proportion of any salvage and/or general average and/or special charges which may hereafter be ascertained to be due from the goods or the shippers or owners thereof under an adjustment prepared in accordance with the provisions of the contract of affreightment governing the carriage of the goods or, failing any such provision, in accordance with the law and practice of the place where the common maritime adventure ended and which is payable in respect of the goods by the shippers or owners thereof.

We also agree to:-

- (a) furnish particulars of the value of the goods, supported by a copy of the commercial invoice rendered to us or, if there is no such invoice, details of the shipped value and
- (b) make a payment on account of such sum as is duly certified by the average adjusters to be due from the goods and which is properly payable in respect of the goods by the shippers or owners thereof.

It is agreed that in the event of the vessel's cargo or part thereof being forwarded to original destination by other vessel, vessels or conveyances, rights and liabilities in general average shall not be affected by such forwarding, it being the intention to place the parties concerned as nearly as possible in the same position in this respect as they would have been in the absence of such forwarding and with the adventure continuing by the original vessel for so long as justifiable under the law applicable or under the Contract of Affreightment.

The basis of contribution to general average of the property involved shall be the values on delivery at original destination unless sold or otherwise disposed of short of that destination; but where none of her cargo is carried forward in the vessel she shall contribute on the basis of her actual value on the date she completes discharge of her cargo.

If the goods are insured please state the following details (if known):

Name and address of insurers or brokers

Policy or certificate number and date Insured value

If a general average deposit has been paid please state:

Deposit receipt number Amount of deposit US\$

SIGNATURE OF RECEIVER OF GOODS: DATE

FULL NAME AND ADDRESS:

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TEL FAX. E-MAIL