



General Conditions for the carriage of goods by
inland waterway

‘BV 2016’

Deposited at the clerk to Rotterdam court (no. 2/2015).

In Stichting vervoeradres, established in 1946, the following bodies work together:

EVO, the Employers' Organisation for logistics and transport

Goederenvervoer Nederland (*Goods Transport, the Netherlands*)

NBB, Nederlandsch Binnenvaartbureau (*Inland Navigation Bureau, The Netherlands*)

Transport en Logistiek Nederland, the employers' organisation for goods transport

Full text deposited at the CBRB, Koninklijke BLN-Schuttevaer en EVO.

@ 2016, Stichting vervoeradres

No part of this publication may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the Publishers.

Contents

1	Definitions	2
2	Provisions regarding the Contract of Carriage and the Charter	3
3	The Shipper and the Carrier	3
4	The Goods (qualitatively)	4
5	Agreed requirements made of the ship	4
6	The Ship made available for performance of the Contract of Carriage	5
7	Loading and Discharging Place, Loading and Discharging Site and order times	6
8	Port Rules	6
9	Operational planning	7
10	Termination of the Contract of Carriage; commence of the voyage	7
11	Loading and discharging	8
12	Loading and discharging time, demurrage charge and demurrage time	9
13	Preparation of the voyage	9
14	Obstructions and abnormal restrictions to unhindered navigation	10
15	Low water	11
16	Finance	11
17	Loss and liability	12
18	Right of retention	13
19	Insurance	13
20	Other provisions	14
	Appendix ('Model')	15

1 Definitions

1.1 The definitions below are in accordance with the Budapest convention on the contract for the carriage of goods over inland waterway; Budapest, 22 June 2001:

- **Carrier**
- **Actual Carrier**
- **Shipper**
- **Consignee**
- **Transport document**
- **Goods**
- **in Writing.**

1.2 Supplementary to Article 1.1, the following definitions apply:

Approach route: the inland waterways to be navigated in order to reach the Loading Site.

ADN agreement: European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways, Geneva, 26 May 2000, as well as any further rules and regulations drawn up by or pursuant to this agreement.

CDNI convention: Convention on the collection, deposit and reception of waste generated during navigation on the Rhine and other inland waterways, Strasbourg, 9th September 1996, as well as any further rules and regulations drawn up by or pursuant to this convention.

Charter: Transcript of the Contract of Carriage.

CMNI convention: Budapest convention on the contract for the carriage of goods by inland waterway; Budapest, 22 June 2001.

ENI: European number of identification for inland vessels, Geneva, 11-13 October 2006.

EURAL: European list of waste.

GMP+: the schedule drawn up by GMP+ International to guarantee the safety of animal feed.

Loading and Discharging Place: the municipality, or part thereof, where loading and discharging, respectively, must take place.

Loading and Discharging Site: the specified position within the Loading and Discharging Place, where loading and discharging, respectively, must take place.

Model: the example of a paper charter form attached to the BV 2016, which form has no prescribed format.

NVWA: Netherlands Food and Consumer Product Safety Authority.

NSTR: European goods classification for transport statistics, 1 January 1967.

Demurrage Time: the time after the end of the loading or discharging time during which the Shipper is entitled against the payment of a demurrage charge to detain the Ship for loading, stowing, securing or discharging.

Force Majeure: circumstances which a diligent party could not have prevented and the consequences of which he could not have averted.

Parties: Shipper and Carrier together and Party as either of them.

Ship: the vessel made available for performance of the Contract of Carriage.

Navigational Route: the inland waterways to be navigated between the Loading Site and the Discharging Site.

Field: an entry field of the Model.

Contract of Carriage: an agreement as stated in the first paragraph of Article 1 of the CMNI convention, subject to the BV 2016.

2 Provisions regarding the Contract of Carriage and the Charter

- 2.1 The Transport Agreement is governed by Dutch law.
- 2.2 If the Contract of Carriage does not specifically provide for application of the CMNI convention, it is stipulated pursuant to Article 8:889, paragraph 1 Dutch Civil Code that this convention applies to the Contract of Carriage.
- 2.3 The Contract of Carriage may include provisions that supplement the BV 2016, or take the place of provisions in the BV 2016.
- 2.4 If it appears that any provision of the Contract of Carriage or the BV 2016 is contrary to mandatory provisions of the CMNI or Dutch law, all other provisions will remain in force and the Parties will with respect to the conflicting provision reach agreement on a legally permissible provision that is as similar as possible as the conflicting provision. Without prejudice to the obligation of each of the Parties, as stated in the previous sentence, neither Party will be liable to the other Party for payments, costs or damage as a result of the failure to fulfil any obligation under the Contract of Carriage, insofar as such results from the conflicting provision.
- 2.5 In case of any contradictions or inconsistency between the provisions of the Contract of Carriage and { 1 } the BV 2016, or { 2 } any other applicable, non-mandatory, regulations, the provisions of the Contract of Carriage will prevail.
- 2.6 The Charter contains all agreements on the voyage made by the Parties on conclusion of the Contract of Carriage. This replaces all earlier agreements made verbally or in writing by the Parties with respect to the voyage.

3 The Shipper and the Carrier

- 3.1 The address, contact and financial particulars of the Shipper are stated in the Charter { Field 1 in the Model } as is the name of his legal representative that signs the Charter { Field 22 in the Model }.
- 3.2 The address, contact and financial particulars of the Carrier are stated in the Charter { Field 2 in the Model } as is the name of his legal representative that signs the Charter { Field 23 in the Model }.
- 3.3 If the Goods are foodstuffs or raw materials for animal feed, the Carrier guarantees that he { 1 } is entered in the relevant register of the NVWA and { 2 } complies with the GMP+ regulations. The Carrier will state his registration numbers under { 1 } and { 2 } in the Charter { Field 13c of the Model }.

3.4 If the Goods are a waste material, the Shipper and the Carrier will enter their registration codes for the transport, collection, trade or brokerage in waste materials in the Charter (Field 13d in the Model).

4 The Goods (qualitatively)

4.1 The Shipper will state the correct description of the Goods, the associated NSTR goods number and the transport unit ('bulk', stating the bulk density, 'container', 'pallet', etc.) in the Charter (Fields 3a, 3b and 3c in the Model).

4.2 If pursuant to the CDNI convention, washing water with cargo residues must be delivered to a reception station in the sense of this convention, the Shipper will state the associated EURAL code in the Charter (Field 13b in the Model).

4.3 If the Goods are a waste material, the Shipper will state the corresponding EURAL code in the Charter (Field 13d in the Model).

4.4 If the Goods are hazardous in the sense of the ADN agreement, the Shipper will in the Charter (Field 13e in the Model) enter the following data stated in that agreement: the UN number, the shipping name, the classification code and the packaging group.

4.5 If the characteristics of the Goods require special precautions with respect to the environment, the working conditions on the Ship and these are not included in government regulations, the Shipper will state these measures in the Charter (Field 13f in the Model).

4.6 If the Carrier is obliged pursuant to law or regulations by waterway or port authorities to provide information on the Goods loaded in the Ship, he will do so with due care based on the particulars provided by the Shipper. The Carrier will refer other questions regarding the Goods loaded in the Ship to the Shipper.

5 Agreed requirements made of the ship

5.1 The agreed loading capacity to be provided by the Carrier is stated in the Charter (Field 4b in the Model).

5.2 If the Goods have a bulk density lower than 1000 kg/m³ and in this context, supplementary to Article 5.1, the volume of the hold or cargo tanks to be provided by the Carrier is agreed, this will be stated in the Charter (Field 4c in the Model).

5.3 The holds of the Ship are watertight closable, unless transport in open vessels or on deck is in accordance with commercial practice. If the Parties have agreed otherwise, such will be stated in the Charter (Field 4d in the Model).

5.4 The agreed requirements to be met by the holds or cargo tanks (type, version, cover) are stated in the Charter (Field 4e in the Model).

5.5 The subparagraphs below apply with respect to the cleanness of the hold or cargo tanks.

- 1 If requirements have been agreed with respect to the cleanness of the hold or the cargo tanks and these requirements exceed the unloading standards prescribed by the CDNI convention, those requirements will be stated in the Charter (Fields 14a and 14b in the Model).

2 If exclusive transport operation as stated in the CDNI convention, Annex 2, Article 5.1 (a) is agreed, (1) the Carrier guarantees that exclusive transport operation applies to the transport under the Contract of Carriage and (2) the Carrier will state this in the Charter (Field 14c in the Model).

5.6 If other requirements have been agreed with respect to the Ship, these are stated in the Charter (Field 4e in the Model).

5.7 The Carrier is entitled to provide a ship with a larger loading capacity or a larger cargo hold than stated in Articles 5.1 and 5.2 respectively, on condition that (1) such does not prejudice the position of the Shipper and (2) the Carrier provides compensation for any costs and damages incurred.

5.8 The Shipper is entitled to load 2.5% more or less Goods than stated in Articles 5.1 and 5.2. A 2.5% increase is exclusively permitted on condition that such is not contrary to government regulations and does not endanger the safety of the Ship.

6 The Ship made available for performance of the Contract of Carriage

6.1 If the Parties have agreed on the charter of a specific ship, the name and ENI number of the Ship will be stated in the Charter (Field 4a in the Model), without prejudice to the other provisions of this Article.

6.2 The Carrier guarantees that the Ship meets the requirements stated in Articles 5.1 up to and including 5.6, without prejudice to the provisions of Article 15.1.

6.3 If the Carrier fails in the fulfilment of his obligations as stated in Article 3.3 of the CMNI convention, the Shipper is authorised up to commencement of the voyage to terminate the Contract of Carriage without being liable for any compensation and the Carrier is obliged to compensate the Shipper for any losses incurred. The Carrier can satisfy the aforementioned obligation to provide compensation by providing another, suitable ship, on condition that:

- This does not prejudice the position of the Shipper and the Carrier provides compensation for any costs and damages incurred and;
- The Shipper agrees thereto if the charter of a specific ship has been agreed.

6.4 If the Ship does not meet the requirements as stated in Articles 5.1 up to and including 5.6, Article 6.3 will apply mutatis mutandis.

6.5 If the cleanness of the hold does not meet the unloading standard prescribed by the CDNI convention, the Carrier can also meet his obligation to provide compensation by providing the hold with the required cleanness, on condition that (1) this does not prejudice the position of the Shipper and (2) the Carrier provides compensation for any costs and damages incurred.

6.6 Article 6.5 applies mutatis mutandis if the hold of the Ship does not meet the cleanness requirements stated in Article 5.5

6.7 Articles 6.5 and 6.6 apply mutatis mutandis to the cargo tanks of the Ship.

6.8 If (1) the Goods are foodstuffs or raw materials for animal feed and (2) the Parties have agreed on the charter of a specific ship, the Carrier will enter the three preceding cargoes of the Ship in the Charter (Field 13c in the Model).

7 Loading and Discharging Place, Loading and Discharging Site and order times

- 7.1 The agreed Loading and Discharging Place are stated in the Charter (Fields 5 and 6 in the Model). The Shipper may include the relevant contact particulars.
- 7.2 The Shipper can state the Loading or Discharging Site in the Charter (Fields 5 and 6 in the Model), but is not obliged to do so.
- 7.3 If the Loading or Discharging Site is stated in the Charter, the Shipper is authorised to later designate another Loading or Discharging Site, whereby Article 7.4 will apply mutatis mutandis.
- 7.4 If the Loading or Discharging Site is not stated in the Charter, the Shipper will subsequently designate the final Loading or Discharging Site, whereby the Shipper guarantees that:
- the designated Loading or Discharging Site can be reached by the Ship within the Loading or Discharging Place;
 - the navigation within the Loading or Discharging Place does not require more time than is reasonable for navigation within these places and;
 - the designation is made timely so that the Ship does not experience any delay.
- 7.5 The Carrier will provide the Shipper with the information required to enable the Shipper to comply with Article 7.4.
- 7.6 If the Shipper has not met the provisions of Article 7.4, the regulation as stated in Article 12.1 is applied as if the Shipper had complied with the provisions of Article 7.4.
- 7.7 If the Carrier has not met the provisions of Article 7.5, the regulation as stated in Article 12.1 is applied.
- 7.8 The Shipper guarantees that the Ship can safely moor, berth and unmoor at the Loading and Discharging Site.
- 7.9 If a bill of lading is issued as stated in Article 13 of the CMNI convention and the holder referred to in Article 8:940, paragraph 1, Dutch Civil Code exercises his right to designate the Discharging Site, the provisions of Article 7.3 up to and including 7.8 will apply to that holder.
- 7.10 If a time has been agreed at which the Ship must be ready for loading at the Loading Site, this is stated in the Charter (Field 7 in the Model). Any reservations agreed will also be stated in the Charter (Field 7 in the Model).
- 7.11 If a time has been agreed at which the Ship must be ready for discharging at the Discharging Site, this is stated in the Charter (Field 8 in the Model). Any reservations agreed will also be stated in the Charter (Field 8 in the Model).

8 Port Rules

- 8.1 Port Rules in the sense of this article are understood as the nautical port rules and regulations regarding safety and security applicable to the Loading and Discharging Site, with exclusion of all other regulations.
- 8.2 Public Port Rules in the sense of this article are understood as the Port Rules that are easily and freely available to all, e.g., on the Internet.

- 8.3 Public Port Rules are deemed to be available to the Carrier. Insofar as the Port Rules are not public, the Shipper is responsible for (1) indicating this in the Charter (Field 15a in the Model) and (2) making these timely available to the Carrier. The Carrier will, if necessary, remind the Shipper of point (2) in the previous sentence.
- 8.4 The Carrier will strictly comply with the available Port Rules.
- 8.5 The Carrier will follow the instructions of the authorised officials given within the context of the Port Rules.
- 8.6 If the Parties have made 'tailor-made' agreements within the context of the Port Rules, these agreements are stated in the Charter (Field 15b in the Model).

9 Operational planning

- 9.1 In conjunction with and directly following the conclusion of the Contract of Carriage, the Parties will in mutual consultation draw up an operational planning for the work (approaching the Loading Place, loading, navigating, and discharging). Critical in this respect are the times at which (1) the Ship is ready for loading in the Loading Port, (2) the loading is completed, (3) the Ship is ready for discharging in the Discharging Port and (4) the discharging is completed.
- 9.2 If a Party suspects or ascertains that the work referred to in Article 9.1 (will) deviate(s) from the operational planning, said Party will consult with the other Party to draw up an adjusted planning.
- 9.3 The contacts charged with drawing up and adjusting the operational planning are stated in the Charter (Fields 1 and 2 of the Model).
- 9.4 The operational planning does not take the place of that stated in Article 12 with respect to - inter alia - the loading and discharging time.

10 Termination of the Contract of Carriage; commence of the voyage

- 10.1 The Shipper is authorised to terminate the Contract of Carriage in Writing as long as no Goods have been loaded. The Shipper will in that case owe the Carrier a termination fee as stated in Article 10.8.
- 10.2 The Carrier is authorised to terminate the Contract of Carriage in Writing if no Goods have been loaded following expiry of the Demurrage Time that follows the loading time. If the Carrier exercises this right, the Shipper will owe the Carrier a termination fee as stated in Article 10.8.
- 10.3 The Shipper is authorised (1) to again unload the loaded Goods at the Loading Site, or - if this is not possible - near the Loading Site and (2) on completion thereof to terminate the Contract of Carriage in Writing. The Shipper will in that case owe the Carrier a termination fee as stated in Article 10.8 plus compensation for the loss of time and other costs of the Carrier resulting from this discharging.
- 10.4 The Shipper is authorised to instruct the Carrier to commence the voyage, also if the weight of the loaded Goods is less than 97.5% of the agreed loading capacity as stated in Article 5.1.

10.5 The Carrier is authorised to commence the voyage if after expiry of the Demurrage Time that follows the loading time, Goods have been loaded, but the weight thereof due to the actions of the Shipper is less than 97.5% of the agreed loading capacity as stated in Article 5.1, whereby the paragraphs below apply.

- 1 The Carrier will at least 48 hours in advance notify the Shipper in Writing of when he intends to exercise his right as stated in the header of Article 10.5.
- 2 The Carrier is not authorised to commence the voyage earlier than the time referred to in subparagraph 1.
- 3 The Carrier is not authorised to commence the voyage if the Shipper has within the time period stated in subparagraph 1 notified the Carrier in Writing that he wishes to exercise his right under Article 10.3 and has started discharging during this time period.

10.6 Articles 10.2 and 10.5 do not apply if the regulation stated in Article 12.1 includes provisions regarding compensation after expiry of the Demurrage Time.

10.7 If departure of the Ship, pursuant to Articles 10.3 up to and including 10.5, is not possible without restowing of the already loaded Goods, the Shipper is obliged to perform restowing.

10.8 The termination fee as stated in this article will comprise the total of the following amounts:

- A third of the agreed freight rate calculated over the agreed loading capacity, or, if applicable, that percentage of the agreed fixed freight sum.
- The elapsed loading time at the demurrage charge according to the regulation stated in Article 12.1.
- The demurrage charge owed in accordance with the regulation stated in Article 12.1.

11 Loading and discharging

11.1 The Shipper is obliged to the Carrier to load, stow and secure the Goods, and the Consignee is obliged to unload the Goods, unless agreed otherwise, which will then be stated in the Charter (Field 16 in the Model). The Carrier will for the purpose of discharging liquids provide the Consignee with the use of the discharging pump system of the Ship.

11.2 Articles 3.5 and 6.4 of the CMNI convention apply mutatis mutandis to the discharging.

11.3 If the Parties have agreed that a tailored plan is required for the loading, fastening or discharging in view of the exceptional mass or volume of the transport unit as stated in Article 4.1, the following paragraphs apply.

- 1 If both Parties have already approved a plan on conclusion of the Contract of Carriage, this will be stated in the Charter (Field 13a of the Model).
- 2 If both Parties have not yet approved a plan on conclusion of the Contract of Carriage, they will state in the Charter which Party will draw up the plan (Field 13a in the Model). That plan requires the approval of the other Party, who will not withhold his approval on unreasonable grounds.

11.4 The Shipper, the Carrier and the Consignee are authorised during the loading, stowing, securing and discharging of the Goods to give instructions as stated in the subparagraphs below. These instructions will be followed by the Party to whom these instructions are directed, unless such cannot in all reasonableness be expected. Priority is hereby given to the instructions as stated in subparagraph 1.

- 1 The Carrier can give instructions to the Shipper and the Consignee with respect to the safety of the Ship and the navigation.

- 2 The Shipper and the Consignee can give instructions to the Carrier with regard to the Ship in order to perform the work as stated in the header of this article.
- 3 The Shipper and the Consignee can give instructions to the Carrier with regard to the Ship in order to limit or prevent the damage or loss of the Goods in the Ship.

11.5 The Carrier will take reasonable care, in accordance with customary inland shipping practices, to prevent or limit any damage to or loss of the Goods in the Ship from the commencement of the loading up to the time he took over the Goods.

11.6 Article 11.5 applies mutatis mutandis from the time of delivery of the Goods by the Carrier up to the completion of the discharging.

11.7 If the Ship after discharging has not been restored to the agreed cleanness as stated in paragraph 1 of Article 5.5, the Carrier will inform the Shipper thereof as soon as possible and request instructions. Article 7.04 paragraph 4 of the implementation regulations to the CDNI convention applies mutatis mutandis, on the understanding that the costs thereof are for the account of the Shipper.

12 Loading and discharging time, demurrage charge and demurrage time

12.1 The agreed regulation with respect to loading and discharging time, the demurrage charge and - if applicable - the Demurrage Time is stated in the Charter (Fields 9a and 10a., respectively, in the Model). If deviations from these regulation have been agreed, these are stated in the Charter (Fields 9b and 10b, respectively, in the Model).

12.2 The Demurrage Time for the Loading and Discharging Site is 96 hours, unless the regulation as stated in Article 12.1 stipulates otherwise. In case another Demurrage Time is agreed, this will be stated in the Charter (Fields 9d and 10d, respectively, in the model).

12.3 If the agreed regulation as stated in Article 12.1 does not provide for compensation following expiry of the Demurrage Time, the Shipper is obliged on exceeding the Demurrage Time to compensate the Carrier for its resulting losses. This compensation will not be less than the prescribed demurrage charge multiplied by the time that the Demurrage Time is exceeded.

13 Preparation of the voyage

13.1 The Carrier will determine the Approach Route, the Navigational Route and the safe navigation. If it is agreed that the Navigational Route will pass via a certain point, this will be stated the Charter (Field 12 in the Model).

13.2 The Carrier will on conclusion of the Contract of Carriage comply with the following subparagraphs, insofar he knows the circumstances stated below or it may be assumed that a professional carrier would know these circumstances.

- 1 The Carrier will take into account all known and future obstructions or abnormal restrictions to the unhindered navigation of the Approach Route and the Navigational Route.
- 2 The Carrier will in the Charter (Field 17 in the Model) state a real risk of obstruction or abnormal restriction of the unhindered navigation of the Approach Route or the Navigational Route.

- 13.3 The Shipper will before conclusion of the Contract of Carriage inform the Carrier in Writing of the circumstances referred to in Article 13.2 that are or should be known to the Shipper in view of its business activities and based on this to be assumed available knowledge. If the Shipper on conclusion of the Contract of Carriage appoints a broker in ship cargoes who is not a Party to the Contract of Carriage, 'available knowledge' will include the knowledge of that broker or may be assumed to be available to a professional broker in ship cargoes.
- 13.4 If the Parties make further agreements in the context of the provisions of Article 13.2, these are stated in the Charter (Field 17 in the Model).
- 13.5 If no Loading or Discharging Site is stated in the Charter, the provisions of Articles 13.2 and 13.3 do not apply to the waters to sail within the Loading or Discharging Place, respectively.

14 Obstructions and abnormal restrictions to unhindered navigation

- 14.1 The Duty of Care of the Carrier as referred to in this article corresponds with the provisions of Article 13.2 while the provisions of Article 13.3 apply to the Shipper, and the provisions of Article 13.5 apply to both Parties.
- 14.2 Obstacle as referred to in this article is understood as an obstacle or abnormal restriction to unhindered navigation of the Approach Route or Navigational Route that becomes known after conclusion of the Contract of Carriage, as a result of which the Carrier can in all reasonableness not fulfil his carriage obligation.
- 14.3 If an Obstacle becomes known and both Parties have fulfilled their Duty of Care, each Party is authorised to terminate the Contract of Carriage as long as no Goods are loaded, on condition that the nature and seriousness of the Obstacle justifies this termination. The subparagraphs below thereby apply.
- 1 If a Party terminates the Contract of Carriage, his rights to any compensation for losses as a result of the Obstacle will lapse.
 - 2 If the Shipper terminates the Contract of Carriage, he will compensate the loading time that has passed since the Obstacle became known up to the time of termination multiplied by the demurrage charge as stated in Article 12.1, as well as - if the loading time is exceeded - the demurrage charge as stated in the aforementioned article up to the time of termination.
 - 3 If the Carrier terminates the Contract of Carriage, he is not held to pay any compensation for losses.
- 14.4 If an Obstacle becomes known on the commencement or during loading and both Parties have fulfilled their Duty of Care, they will in mutual consultation (1) agree on the least detrimental solution to the arisen situation and (2) how they can in accordance with standards of reasonableness and fairness compensate one another for costs and losses.
- 14.5 If an Obstacle becomes known and one Party has not fulfilled its Duty of Care to the other Party while the other Party has, the other Party is authorised to terminate the Contract of Carriage, on condition that the nature and seriousness of the Obstacle justifies such. The other Party is hereby not held to pay any compensation while retaining his right to compensation.
- 14.6 The loss referred to in Article 14.5 is limited to the total freight sum referred to in Articles 16.2 and 16.3 or - if the total freight sum as stated in Article 16.2 cannot be determined - up to the agreed loading capacity as stated in Article 5.1 multiplied by the agreed freight rate.

15 Low water

- 15.1 The Carrier will carefully heed the expected water levels on the Approach Route and the Navigational Route (1) when agreeing the loading capacity to be provided by him as stated in Article 5.1 and (2) when giving instructions to the Shipper as stated in Article 11.4 sub 1.
- 15.2 If it appears during the voyage that the water level on the Navigational Route makes it necessary in order to perform the Contract of Carriage that (part of) the Goods loaded in the Ship must be transhipped and further transported by other means than the Ship, the costs of all these measures are for the account of the Carrier, unless it has been agreed that the costs of all these measures are for the account of the Shipper ('free discharge to necessary draught, storage and onward transport'); this will then be stated in the Charter (Field 11f in the Model).
- 15.3 If it has been agreed that the freight rate is subject to a surcharge, which depends on the reading of a water level gauge, the subparagraphs below will apply.
- 1 The place of the gauge is stated in the Charter (Field 11d in the Model).
 - 2 The surcharge (graduated scale) is stated in the Charter (Field 11d in the Model).
 - 3 The surcharge is calculated on the basis of the water level reading at 05.00 hours on the day that loading is completed.
- 15.4 If it has been agreed that the freight rate is subject to a surcharge, which depends on the least sounded depth of a waterway, the subparagraph below apply.
- 1 The waterway is stated in the Charter (Field 11d in the Model).
 - 2 The surcharge (graduated scale) is stated in the Charter (Field 11d in the Model).
 - 3 The surcharge is calculated on the basis of the least sounded depth at 08.00 hours on the day that loading is completed.
- 15.5 The Parties can agree on a different time, place or waterway than referred to in Articles 15.3 or 15.4, which will then be stated in the Charter (Field 11d in the Model).

16 Finance

- 16.1 All prices and amounts are quoted exclusive of VAT.
- 16.2 The subparagraphs below apply to the agreed freight rate.
- 1 The freight rate is stated in the Charter (Field 11a in the Model).
 - 2 If an advance has been agreed, this is also stated in the Charter (Field 11a in the Model), either as amount or percentage of the freight rate to be calculated over the loaded weight. If the loaded weight has not been established, the aforementioned calculation will be based on the agreed loading capacity as stated in Article 5.1.
 - 3 The freight sum is calculated over the weight of the Goods loaded in the Ship, which is determined for the account of the Shipper by means of weighing, draught survey or a comparable other manner. It is stated in the Charter (Field 11c in the Model) whether the weight will be determined on loading or discharging.
 - 4 In deviation of subparagraph 3, the freight sum is calculated over 97.5% of the agreed loading capacity as stated in Article 5.1, if the Shipper, other than at the instruction of the Carrier as stated in Article 11.4, subparagraph 1, loads less Goods than 97.5% of the aforementioned agreed loading capacity, without prejudice to the provisions of Article 5.2.

16.3 If a freight sum has been agreed instead of a freight rate ('fixed freight sum'), this is stated in the Charter (Field 11b in the Model). Any advance agreed will also be stated in the Charter (Field 11b in the Model).

16.4 The subparagraphs below apply to port charges, shipping levies and quayside fees.

- 1 Port charges are included in the freight rate or the fixed freight sum.
- 2 Shipping levies imposed by the waterway authority are not included in the freight rate or the fixed freight sum, unless it was agreed that this levy is for the account of the Carrier, which is then stated in the Charter (Field 11e in the Model).
- 3 Quayside fees are not included in the freight rate or the fixed freight sum.

16.5 If it is agreed that the Carrier owes a commission to the intermediary who brokered the conclusion of the Contract of Carriage, the applicable percentage is stated in the Charter (Field 11g of the Model), calculated over the (fixed) freight sum and the agreed low-water surcharge.

16.6 The invoicing Party is stated in the Charter (Field 11h in the Model), together with the documents required for the invoice and those that will be sent together with the invoice.

16.7 The time periods for invoicing of payment are subject to the subparagraphs below.

- 1 The agreed term within which invoicing must take place after the necessary documents are made available to the invoicing Party is stated in the Charter (Field 11h in the Model).
- 2 If a payment term other than 30 days is agreed, this is stated in the Charter (Field 11h in the Model).
- 3 On expiry of this payment term, interest is due, as stated in Article 6:119a Dutch Civil Code and Article 6:120 paragraph 1 Dutch Civil Code.

17 Loss and liability

17.1 Insofar as the liability of the Carrier for damage or loss of the Goods in the Ship is not governed by Article 16 of the CMNI, the following subparagraphs apply.

- 1 The Carrier is not liable for any loss resulting from the agreed requirements of the Ship, the hold or the cargo tanks as stated in Articles 5.3, 5.4 and 5.6, unless a professional carrier could have avoided the cause of this loss or prevented the consequences thereof.
- 2 The provisions of Articles 19, 20 and 21 of the CMNI apply mutatis mutandis to the liability of the Carrier for loss resulting from his failure in (1) following the instructions as stated in Article 11.4 or (2) the exercise of reasonable care as is customary in inland shipping as stated in Articles 11.5 and 11.6.

17.2 The subparagraphs below apply to the liability of the Shipper and the Consignee.

- 1 The Shipper is not liable for any loss caused to the Carrier by the Goods in the Ship insofar as this loss is the result of loading, stowing or securing of the Goods by the Carrier. If the Shipper can show that this loss may have resulted from the manner of loading, stowing or securing by the Carrier, it will be assumed that this is the cause of the loss.
- 2 If the Shipper performs the loading, he will not be liable for any reasonably to be expected wear and tear of the Ship.
- 3 Subparagraph 2 applies mutatis mutandis to the Consignee.

- 17.3 If very limited damage arises and the causing party accepts liability for such, the Parties will seek prompt resolution of this damage between the causing and disadvantaged party, without prejudice to the liability of the Parties under the Contract of Carriage.
- 17.4 The increase and limitation of liability of the Carrier as stated in Articles 20.4 and 25.2, respectively, of the CMNI convention are not stipulated, unless otherwise agreed, which will then be specified in the Charter [Field 18 in the Model].

18 Right of retention

- 18.1 The Carrier has a right of retention on the Goods in the Ship against everyone demanding the delivery of those Goods, without prejudice to the provisions of Article 18.4. This right of retention also extends to documents held by the Carrier in connection with the Contract of Carriage.
- 18.2 The Carrier may also exercise a right of retention against the Shipper for what is still owed to him with respect to preceding contracts of carriage between the Parties.
- 18.3 The Carrier may exercise a right of retention against the Consignee for what is still owed to him with respect to preceding contracts of carriage between the Parties in which the Consignee had the same qualification.
- 18.4 The Carrier is not entitled to a right of retention if he at the time of receipt of the Goods had reason to doubt the authority of the Shipper to present the Goods to him for delivery.
- 18.5 The Carrier is exclusively entitled to exercise a right of retention with respect to claims for the payment of [1] the freight sum as stated in Article 16 and [2] the compensation under Articles 12 and 15, on condition that these payments are not disputed by the other Party.
- 18.6 If when settling the invoice, a dispute arises over the amount due or if the calculation required for the determination of what is due cannot be made quickly, the party demanding delivery is entitled, and obliged at the request of the Carrier, to pay forthwith the part which the parties agree is due and to furnish security for the part in dispute or for the part for which the amount has not yet been established.

19 Insurance

- 19.1 The Goods are not insured by the Carrier.
- 19.2 The Carrier is insured against liability for damage to, loss of and delay in the delivery of the Goods and will as soon as possible following conclusion of the Contract of Carriage provide the Shipper with proof of cover, unless the Parties have agreed otherwise, which will then be stated in the Charter [Field 21 in the Model].
- 19.3 If the Carrier, after receiving a reminder providing a term that is reasonable in view of the intended time of commencement of loading, fails in fulfilling his obligations as stated in Article 19.2, the Shipper is entitled to terminate the Contract of Carriage without being obliged to compensate any losses and the Carrier is obliged to compensate the Shipper for any losses incurred.
- 19.4 Article 19.3 does not apply if it has been agreed that the duty of insurance as stated in Article 19.2 is not applicable.

20 Other provisions

- 20.1 In case of general average, the most recent version of the Rhine Rules of the IVR Association applies.
- 20.2 If persons whose services the Shipper, the Carrier or the Consignee makes use are held accountable for a legal claim related to the Contract of Carriage, these persons can appeal to any limitation and release from liability to which the principal of said persons can appeal under the terms of the Contract of Carriage or any other statutory or contractual provision.
- 20.3 The Parties are not entitled to assign or transfer any claims on one another under the Contract of Carriage to third parties.
- 20.4 Any dispute ensuing from or related to the Contract of Carriage, which cannot be resolved amicably by the Parties, will be submitted to the competent court in Rotterdam, unless the Parties have agreed to submit the dispute to arbitration in Rotterdam in accordance with the arbitration regulations of the Foundation Transport and Maritime Arbitration Rotterdam-Amsterdam (TAMARA), which is then stated in the Charter (Field 20 in the Model).
- 20.5 If provisions have been agreed supplementary to, or in replacement of, BV 2016, these are stated in the Charter (Field 19 in the model). This also includes supplementary services in the area of goods transport and payment thereof.
- 20.6 The BV 2016 are drawn up in Dutch. If these general conditions are made available in a different language and they differ or are contrary to the BV 2016 in Dutch, the BV 2016 in Dutch will prevail.

Appendix ('Model')

Contract on the carriage of goods by inland waterway 'Charter'

Date of conclusion		Reference	
1 SHIPPER		2 CARRIER	
Company name		Company name	
Street, house number		Street, house number	
Postal code, place		Postal code, place	
Country		Country	
VAT number		VAT number	
IBAN		IBAN	
BIC		BIC	
Contact		Contact	
Telephone		Telephone	
Email address		Email address	

The Shipper and the Carrier agree:

- This Contract of Carriage is governed by the CMNI, supplemented by Dutch law.
- The most recent version of the BV 2016, which are available for consultation and downloading at www.sva.nl/BV2016/en apply to this Contract of Carriage;
- The applicability of all other (general) conditions is excluded.
- The following applies and prevails over any contradictory provisions of the BV 2016.

3 THE GOODS

3a Description	3b NSTR goods number

3c Select the transport unit

<input type="checkbox"/> Bulk, with bulk density		[kg/m ³]	<input type="checkbox"/> Otherwise, name	
--	--	----------------------	--	--

4 THE SHIP AND THE HOLD OR THE TANKS

4a If the charter of a specific ship has been agreed

Name		ENI number	
------	--	------------	--

4b Agreed loading capacity

tons

4c If volume hold or tanks is agreed

m³

4d Hatches, deck cargo

Holds are watertight closable unless 'open hatches' or 'deck cargo' is in accordance with practice.

Select the appropriate box if otherwise.

<input type="checkbox"/> Holds closable with hatches	<input type="checkbox"/> Deck cargo permitted
<input type="checkbox"/> Open holds permitted	<input type="checkbox"/> No hatches

4e Hold or Tanks (type, model, cover); other requirements made of the Ship

Type, model of hold or tank, cover	
Other requirements made of the Ship	

5 LOADING PLACE AND SITE

tel.		email	
------	--	-------	--

6 DISCHARGING PLACE AND SITE

tel.		email	
------	--	-------	--

7 IF ORDER TIME LOADING PLACE

Date		Time [u:m]	
If a reservation has been agreed			

8 IF ORDER TIME DISCHARGING PLACE

Date		Time [u:m]	
If a reservation has been agreed			

9 LOADING CONDITIONS

9a Select the applicable regulation

- 2nd Temporary Decree NL 2014
- German law 2010
- Belgian law 2011
- Otherwise, further specified in Field 9c

9b If changes to the selected loading regulation

10 DISCHARGING CONDITIONS

10a Select the applicable regulation

- 2nd Temporary Decree NL 2014
- German law 2010
- Belgian law 2011
- Otherwise, further specified in Field 10c

10b If changes to the selected discharging regulation

9c If other loading regulation**10c If other discharging regulation****9d If other loading demurrage time** hours**10d If other discharging demurrage time** hours**11 FINANCE****11a Freight rate** € / tonIf advance

or

11b Fixed freight sum €If advance **11c Determining the weight of the loaded Goods for calculating the freight rate, etc.**Select on loading or on discharging**11d If low-water surcharge agreed**

If table

Place Gauge or Least sounded depth

from [cm] to [cm] Surcharge % from [cm] to [cm] Surcharge from [cm] to [cm] Surcharge

<input type="text"/>								
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

If description

11e If shipping levy for account of the Carrier Select if agreed for waterway**11f If 'discharge to necessary draught, storage and onward transportation' has been agreed** Select the appropriate box if this has been agreed.**11g If commission has been agreed**Commissic percent of the agreed (fixed) freight sum and low-water surcharge**11h Invoicing and payment**

Regarding

Invoicing by (select)

Documents required for invoicing
and to be enclosed with the
invoiceIf payment
term other
than 30 days

	Shipper	or Carrier		
advance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
carriage charge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
low-water surcharge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
demurrage charge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

Send invoice within working days after the required documents have been issued*Start optional part***12 IF NAVIGATIONAL ROUTE VIA SPECIFIC POINT****13 IF SPECIAL CARGO****13a If heavy or large transport unit**Select transhipment plan approved by both Parties or
 transhipment plan to be drawn up by the Shipper or by the Carrier**13b If washing water with cargo residues must be delivered to a reception station**Select and Eural code **13c If foodstuff or (raw materials for) animal feed** Select if applicableIf yes: NVWA registration number Carrier
and GMP+ registration number Carrier
and, if charter, 3 preceding cargoes of the Ship
 13d If wasteEural code Waste registration code of the Shipper and of the Carrier **13e If dangerous cargo (ADN)**UN no. Transport name Classification VG

13f If extra precautions required

14 IF SPECIAL CLEANNESS HOLD OR TANKS

14b If before loading, cleaner than unloading standard prescribed by the CDNI

Select if this must appear from the attestation of unloading

14b If after unloading, cleaner than unloading standard prescribed by the CDNI

Select if this must appear from the attestation of unloading

14c If exclusive transport operation

Select if applicable

15 PORT RULES

15a If the Port Rules are not a public document

Select if for the Loading Site Select if for the Discharging Site

15b If 'tailor-made' agreements in the context of the Port Rules

16 IF OTHER DIVISION OF TASKS DURING LOADING OR DISCHARGING OF DRY CARGO

Select if the Carrier

loads stowes secures discharges

17 IF RISK OF OBSTRUCTION OR ABNORMAL RESTRICTION OF UNHINDERED NAVIGATION

Warnings

Agreements

18 IF DEVIATING LIABILITY

19 IF OTHER PROVISIONS

If provisions have been agreed that are supplementary to the BV 2016 or take their place, these are stated below, as well as the (remuneration for) supplementary services

End optional part

20 RESOLUTION OF DISPUTES

All disputes ensuing from or related to this agreement will be submitted to the competent court in Rotterdam, unless TAMARA arbitration has been agreed.

Select if agreed that all disputes ensuing from or related to this agreement will be submitted to arbitration in Rotterdam in accordance with the TAMARA arbitration regulations, last version. These regulations are available for consultation and downloading at <https://www.tamara-arbitration.nl/arbitrage/arbitragereglement/>.

21 INSURANCE

The Carrier is insured against liability for damage to, loss of and delay in the delivery of the Goods, unless indicated otherwise below

22 SIGNING BY SHIPPER

Date

Signature

Name

Position

23 SIGNING BY CARRIER

Date

Signature

Name

Position

If you have any queries regarding the conditions, please email us at sva@beurtvaartadres.nl

Stichting  **vervoeradres**



Centraal Bureau voor de
Rijn- & Binnenvaart



Item number: 6057
april 2017

P.O. Box 24023, 2490 AA The Hague, The Netherlands

E sva@beurtvaartadres.nl | www.sva.nl T +31 (0)88 55 22 167 F +31 (0)88 55 22 103