

**UNIE DER CONTINENTALE VAART vzw**

Terneuzenlaan, 12

9000 GHENT

**UNION TERMS 2000  
FOR THE BULK TRANSPORT OF LIQUIDS  
BY INLAND NAVIGATION VESSEL**

(approved by the General Meeting  
of the Unie der Continentale Vaart and  
filed at the Secretariat of the Chamber of Commerce  
and Industry in Antwerp)

**1. RIGHTS AND DUTIES OF THE CARRIER**

- 1.1 On the date and at the place agreed, the Carrier will present a ship in seaworthy condition, and, after loading, will carry out the journey without stops, and present the cargo at the place of destination of the rightful owner.  
He will choose the most appropriate way, and will carry out his mission with due diligence.
- 1.2 He will receive the goods free on board.
- 1.3 He will make the pumping installation of the ship, in the condition it is in, freely available for unloading.
- 1.4 He can transfer the goods to another vessel or on shore, or to any other means of transport at the charge of the cargo, whenever he judges it necessary in the interests of the vessel or the cargo.
- 1.5 He will have the vessel insured as well as the owner's and the master's liability as is determined by law. The goods will not be insured by the Carrier unless the Principal has instructed him to do so explicitly and bears the costs for that.

**2. RIGHTS AND DUTIES OF THE PRINCIPAL**

- 2.1 The Principal will describe the goods precisely and truly. He will state the dangerous substances in the words and names prescribed by the law and regulations. In particular, he will mention in detail whether it concerns waste products, and make sure that the required permits of the sender and the receiver be present.  
He will make sure that all other prescriptions for promoting safety and protecting the environment will be observed.

- 2.2 If necessary, the Principal will inform the Carrier in time and in writing of what special attention certain goods require during the voyage.
- 2.3 The Principal will ensure that all documents prescribed by local, national and international authorities and institutions for the transport of the goods concerned shall be delivered in time to the Master of the vessel.
- 2.4 The Principal has the right to have the vessel, the tanks, the pipelines, the pumps and all other loading and unloading equipment of the vessel tested for their suitability and cleanliness for the loading, transporting, and unloading of said goods. Loading of the vessel after inspection or not implies acceptance of these tests. Any claim based on unsuitability or insufficient cleanliness will become void thereafter.
- 2.5 Loading and unloading will be done at the risk of the Principal and according to the instructions of the Master of the vessel.
- 2.6 The Principal will deliver the goods on the date agreed and is liable for any delay as a result of late delivery.
- 2.7 The Principal will ensure that, after unloading, the vessel will be in the same state of cleanliness as at the time of presentation before loading. Unless explicitly stipulated otherwise, the costs for returning the vessel to her previous state of cleanliness after unloading will be at the charge of the Principal.  
These costs include the cleaning, the transfer to and from a cleaning company, the total stoppage, the removal of the waste products; this list is not limitative.

### 3. THE FREIGHT

- 3.1 The freight is fully payable even when the vessel does not reach her destination and irrespective of the condition of the goods at the time of their delivery.
- 3.2 The freight was calculated assuming that the trip be free and unhindered; with exception of an Act of God, every delay that is not a fault of the Carrier will give him the right to a surcharge of 50 percent berthing delay per day begun.
- 3.3 Unforeseen costs incurred after conclusion of the contract can in all reasonableness be charged by the Carrier to the Principal.
- 3.4 The freight, the surcharge, and all other claims as a result of the contract are payable to the Carrier before the unloading of the goods; settlement per contra cannot be invoked.
- 3.5 As long as these payments to the Carrier have not be carried out, he can refuse to deliver the goods, and store them on board or elsewhere at the charge and risk of the cargo by way of surety for his claims. This right of retention also applies to his claims from previous voyages for the same Principal.

- 3.6 In the event that the Principal cancels the contract before the vessel is announced at the loading point, he is indebted to a compensation equal to one third of the freight. In the event that the Principal breaks the contract after the vessel has been announced, or in case the agreed amount of goods is not loaded, the full freight is due on the agreed quantity. A formal notice is not required.

4. ANNOUNCEMENT – LOADING AND UNLOADING TIME – DEMURRAGE – RESCISSION OF THE CONTRACT

Unless stipulated otherwise in the transport agreement, the following rules apply.

- 4.1.1 The allowable loading and unloading time for ships having a minimum pumping capacity of 200 cubic meters per hour is:

Up to 1,100 loading tons:	24 hours
From 1,101 to 1,500 loading tons:	26 hours
From 1,501 to 2,000 loading tons:	30 hours
From 2,001 to 2,500 loading tons:	36 hours
From 2,501 to 3,000 loading tons:	38 hours
From 3,001 to 3,500 loading tons:	42 hours
From 3,501 to 4,000 loading tons:	46 hours
From 4,001 to 4,500 loading tons:	50 hours
From 4,501 to 5,000 loading tons:	54 hours
From 5,001 to 5,500 loading tons:	58 hours
From 5,501 to 6,000 loading tons:	62 hours
More than 6,000 loading tons:	68 hours

Push and couple units will be calculated as one unit. The loading and unloading time will be calculated according to the sum of the loading tons of the separate vessels of the unit.

The loading and unloading times are calculated separately. When the sum gives an incomplete hour, the time is rounded off to the next full hour; this applies both to the loading and the unloading time.

The necessary warming-up time is added to the loading and unloading time.

- 4.1.2 The Master of the vessel or his representative will announce the arrival of his vessel to be loaded or unloaded at the loading or unloading site.
- 4.1.3 The loading time starts from:  
At a day-time operation: from the announcement in so far this is done from Monday until Friday between 7.00 A.M. and 4.00 P.M. or on Saturday between 7.00 A.M. and 1.00 P.M., if not from 7.00 A.M. the next working day (that is Monday until Saturday); at a continuous operation from the moment of announcement and runs without interruption, day and night, Saturdays, Sundays and legal holidays included.
- 4.1.4 The loading time ends when, after loading, all documents required for the transport are handed over to the Master.
- 4.1.5 The unloading time starts from:

At a day-time operation: from the announcement in so far as this is done from Monday until Friday between 7.00 A.M. and 4.00 P.M. or on Saturday between 7.00 A.M. and 1.00 P.M., if not from 7.00 A.M. the next working day (that is Monday until Saturday); at a continuous operation from the moment of announcement and runs without interruption, day and night, Saturdays, Sundays and legal holidays included.

4.1.6 The unloading time ends when the bill of lading signed for receipt by the recipient is handed over to the Master.

4.2.1 As soon as the allowable loading and unloading time is exceeded, the demurrage starts. It runs without interruption, day and night, Saturdays, Sundays and legal holidays included, until the moment at which the bill of lading signed for receipt by the recipient is handed over to the Master.

4.2.2 The demurrage due to the Carrier counts for every hour begun and in which the Carrier is waiting when the loading and unloading time is ended, with tank vessels having a loading capacity

Up to 500 tons, 24.- Euro (968,16 BEF)  
Up to 1,000 tons 54.- Euro (2,178.35 BEF)  
Up to 1,500 tons 75.- Euro (3,025.49 BEF)  
Over 1,500 tons 75.- Euro (3,025.49 BEF) plus  
10.- Euro (403,40 NEF) for each next 500 tons.

4.3.1 As of forty-eight hours after the allowable loading and unloading time has expired, the Carrier can give notice to the Principal that he will unload the goods at his charges and risks in another vessel or on land or in another means of transport, and that the agreement is cancelled, while retaining all his claims on the freight, the surcharge, the demurrage and all costs incurred by him in that way.

4.3.2 The Carrier can exercise a right of retention owing to these claims as stipulated under par. 3.5 "The Freight" – also after unloading of the goods.

4.3.3 He can request the competent court to sell the goods publicly according to the stipulations of the Judicial Code, Section V, Title III: Compulsory Levy.

## 5. RESERVATION AT LOADING AND DELIVERY

5.1.1 At departure and at arrival, the quantity of goods loaded is calculated according to unbiased data measured on board of the vessel and which can be checked by both parties.

5.1.2 In case the Master or the Carrier has reasons to doubt the correctness of the weight or of the quantity of the goods loaded as stated in the bill of lading, he has the right to make reservations in writing stating his reasons. The shipper will sign this reservation for information. The quantity loaded will then be determined with the cost to be borne by the party found to be at fault or contradictory or in the presence of a sworn surveyor.

- 5.2 The Carrier, the Owner, the Master or the crew are not obliged to perform any checks on the nature or the quality of the loaded goods; the description given by the shipper in the bill of lading does not bind them, also without their needing to make an explicit mentioning of reservation with respect to the nature of the quality on the bill of lading.

## 6. LIABILITIES

- 6.1 Unless stipulated otherwise by imperative law, neither the Carrier, nor the Transport Commissioner, nor the Owner, nor the Master of the vessel, nor the crew are liable for any shortfall, damage or non-delivery that is a result of an error in navigation or in the control of the vessel.
- 6.2 They are not liable for a loss of quality unless the Principal proves that the loss is the result of a lack of care for the cargo.
- 6.3 They cannot be held liable for differences in weight, size or quantity of less than half a percent.
- 6.4 The sum for which the Carrier, the Transport Commissioner, the Owner, the Master and the crew can be held liable for whatever reason, even in case of a serious error, will never exceed an amount of 1,239.47 Euro (50,000.- BEF) per lost or damages ton of 1.000 kg, with exception to the legal stipulations that prescribe a reduced liability or that exclude the liability.
- 6.5 The Carrier, the Transport Commissioner, the Owner, the Master and the crew can only be held liable for material damages to the goods carried with exception of any indirect damages such as market loss, drop in price, delay, exchange rate fluctuations, change in tollage, excise taxes or other duties, etc.
- 6.6 They cannot be held liable for delay at delivery or at loading, unless, against payment of a surcharge to the freight, the Principal has declared in writing to have a special interest in the loading or in the delivery within the agreed term and has mentioned the amount of this interest. He will have to prove the damages he suffered.

## 7. EXTINCTION OF A CLAIM

The fact that the receiver accepts the transported goods in whatever container that already contains other goods equals a reception without reservation and voids any claim.

## 8. ADMINISTRATIVE FORMALITIES

Whenever the Carrier or the Master, while he has the goods in his care, makes any declaration with respect to these to any authority whatsoever, or completes, signs, delivers or uses documents, he acts as the Principal's mandatary.

## 9. AVERAGE

Average and wintering observe the current valid 'RijnRegelen Antwerpen-Rotterdam' (Rhine Rules Antwerp-Rotterdam) also on the Belgian, Dutch, or French route.

## 10. ICE CLAUSE

- 10.1 When the voyage, entirely or partially, has run on a waterway on which the administrator has employed an ice-breaker to keep the shipping lanes open to traffic, the Principal will pay the Carrier a surcharge of 20% on the gross freight as compensation for the increased costs and risks or of 40% when, on order of the administrator, navigation must be done in convoy and behind an ice-breaker.
- 10.2 When, after the ship has announced herself for loading, the voyage is temporarily interrupted because navigation is, according to the judgement of the Master, becoming non-recommended because of danger for vessel or cargo, or because sailing is prohibited by the administrator of the waterway, the Principal will pay 50% harbour dues for each day of delay begun, until the vessel is again in open waters. By "open waters" is understood the point closest to the unloading point, from which the Carrier can reach a new loading point.
- 10.3 Whenever the Master judges that weather conditions make sailing impossible or too dangerous for vessel or cargo, the Carrier can decide not to carry out the voyage without giving rise to compensation.

## 11. FUEL CLAUSE

The agreed freight is based on a fuel price of 0.2075 Euro (8.37 BEF) per litre. Whenever the fuel price (price of heating gas oil for a minimum of 2.000 litres excl. V.A.T. according to the official announcement of the Ministry of Economic Affairs) increases or decreases by 10% with respect to the mentioned basic price, a 1.5% surcharge or reduction on the freight will be charged. The surcharge or reduction will remain valid during one month, and will be based on the fuel price of the last day of the previous month.

## 12. APPLICABLE JURISDICTION - COMPETENCE

- 12.1 In so far as no deviation is made in the above stipulations or in the special terms of the transport contract, the Belgian Law dated 5 May, 1936 on river freighting is applicable to this contract.
- 12.2 Any disputes are to be judged under the exclusive competence of the Commercial Court of the place of residence of the Carrier.