

**Tank-barge  
terms and conditions of transport  
2010**



## **Tank-barge terms and conditions of transport**

- 1. Contract**
  - 1.1 Execution of order
  - 1.2 Right of cancellation
  - 1.3 Temporary suspension of the contract
- 2. Vessels to be made available**
- 3. Personnel**
- 4. Inspection of vessel**
- 5. Loading, discharging**
- 6. Cargo**
  - 6.1 Cargo survey
  - 6.2 Cargo volume
  - 6.3 Volume determination
  - 6.4 Dyeing the cargo onboard the vessel
- 7. Transport documents**
- 8. Notable characteristics of the voyage**
  - 8.1 Stopovers during the voyage
  - 8.2 Additional cargoes, lighterage
  - 8.3 Ice hazard
- 9. Loading/discharging times**
  - 9.1 Free loading and discharging times
  - 9.2 Time counting
    - 9.2.1 Time counting at loading/discharging terminals with 24-hour operation
    - 9.2.2 Time counting at loading/discharging terminals without 24-hour operation
  - 9.3 Additional time requirements
  - 9.4 Time counting at the discharging berth where demurrage must be paid
  - 9.5 Time counting in the event of ship-to-ship transfer
- 10. Remuneration**
  - 10.1 Freight and additional charges
  - 10.2 Demurrage
- 11. General average**
- 12. Employment of sub-contractors**
- 13. Loyalty clause**

**Publisher:**

**Bundesverband der Deutschen Binnenschifffahrt e.V. (Federal Association of German Inland Shipping), Dammstraße 15 – 17, 47119 Duisburg**

**June, 16<sup>th</sup> 2010**

## 1. Contract

### 1.2 Execution of order

Where no other detailed agreement has been reached between the parties to the freight contract (Client and Contractor), the execution of orders shall be subject to the following terms and conditions of transport. Verbal agreements and/or transportation orders shall require written confirmation.

The following in particular shall be agreed separately

- the freight (and any low-water arrangements)
- demurrage rates
- the volumes and goods to be transported
- the transport routes, loading and discharging berths
- the date or period of time when the transportation is to take place

The Client shall be obliged to specify the conditions relevant for the proper handling of the goods and execution of the transportation, unless it is reasonable to presume that these are known.

The Client undertakes to deliver the goods to be transported to the agreed loading berth, in good time and completely.

The Contractor undertakes to provide appropriate and sufficient hold tonnage for the cargo size in good time upon request by the Client, to conduct the transport without stopovers and on schedule, and to comply with the duty of due diligence of a prudent businessman.

### 1.2 Right of cancellation

If the vessel is not available at the agreed loading date, and also does not arrive before 12:00 a.m. on the following working day (Monday to Friday), the Client shall be entitled up to this point in time to cancel the contract without the Contractor being entitled to make claims of any kind. Claims of the Client relating to the Contractor defaulting shall remain unaffected.

In the event of non-delivery of the cargo before the expiry of the loading and discharging time plus a waiting period of the same duration, and provided that at the end of the free loading and discharging time Contractor declares that he does not intend to keep the vessel available beyond the total waiting time, the Contractor shall be entitled to cancel the contract or to agree to an alternative remuneration without the Client being entitled to make claims of any kind. Claims of the Contractor relating to the Client defaulting shall remain unaffected. Irrespective of any other claims, the Contractor shall be entitled to a dead freight of 1/3 of the agreed freight plus any demurrage incurred.

### 1.3 Temporary suspension of the contract

Strike or lockout at the operation of the Contractor, government acts or public authority measures, ice and drift ice, and all cases of force majeure shall release the Contractor for their duration from the obligation to perform the transport, provided that these events render performing the transport impossible.

The Client shall be released from all obligations arising from the contract for the duration and in the extent of the effects of force majeure, strike, lockout or similar events at his operation, in the loading or discharge port, or at a supplier or recipient plant, where these events render the beginning or continuation of the loading or discharging impossible.

## 2. Vessels to be made available

The Contractor undertakes to only use vessels for the Client that are in a technically faultless condition, which are suitable for transportation and cargo, and which are appropriate for the intended product, which have the national and international licences for the transportation of the product to be transported, and which have a valid EBIS inspection report.

The nomination shall be subject to a notice period of at least 48 working-day hours, beginning from the time of nomination; this time shall be within the working hours of the Client. The working hours of the Client shall be considered the time from Monday to Thursday between 9:00 a.m. and 3:00 p.m. and on Friday between 9:00 a.m. and 2:00 p.m.. Nominations that are received by the Client after these times shall be considered to have arrived on the following working day at 9:00 a.m. The nomination shall as a minimum include the official vessel number (ENI number if applicable), the last three cargoes, and the calibration value of the vessel.

The Contractor shall check with the delivery place by telephone in good time before the arrival of the vessel to confirm that the nomination has been received.

The Contractor shall inform the Client immediately if it becomes impossible to comply with the loading or discharge schedules or with the agreed cargo volume.

Bindingly agreed loading/discharge schedules shall be considered to have been complied with if the vessel is available within the business hours of the loading/discharging berth and ready for loading.

The Contractor shall inform the loading/discharging place in good time regarding the estimated time of arrival of the vessel.

The Contractor, in making available the vessel for loading or discharging, shall comply with the instructions of the Client, and/or of the delivery or recipient location, and shall make available the vessel at different loading and discharging berths upon request, alongside in the case of seagoing vessels.

The Contractor shall be responsible for compliance with the previous-cargo requirements of the Client. In the event of non-dedicated transports, the Contractor shall make the vessel available with fully emptied cargo tanks, pipelines, hoses, pumps and filters, and shall ensure the required degree of cleanliness.

The Client shall be entitled to reject any vessel if it does not satisfy the above requirements, however in this event the Contractor shall not be entitled to compensation.

## 3. Personnel

The vessels shall be manned in accordance with the statutory regulations. The Contractor shall be responsible for ensuring that the crew of the vessel, his personnel and his vicarious agents comply with the stipulations of public law, in particular with those regulating the transportation of hazardous goods on inland waterways and seaways, the German Water Resources Law (WHG), the Agreement on the Collection, Disposal and Acceptance of Waste in the Rhine and Inland Shipping, the pertinent statutory provisions of the shipping police, harbour regulations and other safety regulations.

The consumption of alcohol and drugs by the operating personnel on board shall be strictly prohibited. The monitoring of this prohibition of alcohol and drugs shall be ensured through the use of appropriate measures.

#### **4. Inspection of vessel**

The Contractor shall permit an agent of the Client, or of the supplier or recipient, or of an authorised inspection company, to board the vessel after registering with the shipmaster in order to confirm compliance with the requirements listed under sections 2 and 3 relating to the respective safety provisions and supplementary requirements of the Client.

#### **5. Loading and discharging**

The cargo shall be pumped into the vessel at the expense of the Client. The crew shall cooperate in the connection of hoses to the flange of the vessel, inasmuch as this is necessary. Any activities of the crew on land that are authorised by the Client shall be conducted at the Client's risk. The Client shall owe an appropriate remuneration for such activities.

The Client and/or the delivery or recipient location shall provide the loading and discharging hoses on land, and if tanker vessels without their own onboard heating systems are used, shall also supply the necessary steam and steam hoses at their own expense and risk.

In the event of ship-to-ship transfer, the arrangement regarding the provision of hoses shall be agreed separately.

If the discharging process is completed using the onboard pump, this discharging shall be included in the freight agreed.

The recipient shall be obliged to take receipt of the entire cargo intended for him; this shall include the acceptance of the residual load from the efficient stripping system of the vessel. In the event of dedicated transports, the use of efficient stripping systems shall not be required.

If the operator of the transfer system is not able to accept the residual load, the Contractor shall be entitled to dispose of the same and claim reimbursement of the expenses thus incurred from the Client.

Upon delivery of the goods, the Contractor shall immediately be provided with a receipt by the recipient. If the recipient registers a complaint relating to defects, damage, incorrect volumes etc., the Contractor shall inform the Client immediately.

Within the area of applicability of the "Agreement on the Collection, Disposal and Acceptance of Waste in the Rhine and Inland Shipping", the vessel shall not be permitted to continue its journey after discharging until the shipmaster has confirmed the entries in the certificate of discharge completed by the transfer station, as required by the Agreement.

The Client and/or the delivery or recipient location shall be entitled to load or discharge, even during the hours of darkness, at weekends or on Sundays and public holidays, inasmuch as this is permitted by the stipulations of public law.

#### **6. Cargo**

##### **6.1 Cargo inspections**

The Client and/or the delivery or recipient location or an authorised inspection company shall be entitled to inspect the cargo and bunker tanks and the loading and discharging equipment, to determine volumes and take samples, inasmuch as no prohibitions issued by the authorities prevent this.

##### **6.2 Cargo volume**

The Contractor shall determine the cargo volume, taking into consideration the water levels, official requirements and the capacity and equipment of the vessel.

6.3 Volume determination

The Contractor shall conduct a measurement of the vessel's interior immediately after the completion of each loading procedure with the aid of official and valid tank content tables, and shall calculate the volume loaded. If the cargo volume is calculated at the same temperature as the cargo volume declared by the delivery location but differs from that declaration, and if the difference in volume exceeds the official tolerances or in the absence of official tolerances 0.4% and the delivery location is not prepared to correct its declaration of the cargo volume, the shipmaster shall only be permitted to sign the bill of lading with the remark "under protest". The Client shall be informed of this immediately.

The valid official tolerances shall be those stipulated by the German Federal Fiscal Authority in its service regulations dated 31/08/1998 relating to deviations in dealings in mineral oil. These tolerances are as follows: up to 0.4% for light oils, up to 0.3% for medium-density oils, and up to 0.2% for other mineral oils. These tolerances shall be valid until new percent values come into effect.

6.4 Dyeing the cargo onboard the vessel

When the contract is issued, the Client shall specify whether dyeing the cargo onboard the vessel is a possibility.

**7. Transport documents**

Proper transport documents shall be issued by the Client or by the delivery location.

By signing the bill of lading, the Contractor shall be considered to have recognised the specifications contained therein as binding, provided that he has been able to check the accuracy of these specification.

The checklists required under ADNR and/or ADN shall be provided by the Contractor.

The vessel shall not be entitled to leave the loading or discharging berth until the required documentation has been received.

If an electronic data exchange takes place, the steps listed above shall apply analogously.

**8. Notable characteristics of the voyage**

8.1 Stopovers during the voyage

The Contractor shall immediately report to the Client any exceptional stopover, noteworthy events and any case of average that occur during the voyage.

8.2 Additional cargoes, lighterage

Additional cargoes shall require the approval of the Client.

If lighterage becomes necessary, the Client shall be informed immediately and his instructions awaited. In the event of an impending hazard to the vessel and/or the cargo, the Contractor shall be entitled to act immediately to the best of his knowledge and belief. Lighterage that becomes necessary for reasons attributable to the Contractor shall not be separately reimbursed by the Client.

8.3 Ice hazard

In the event of ice hazard, the Contractor shall decide whether the journey is to be started or continued. If drift ice makes it necessary to enter a harbour of refuge, the further course of action to be taken with regard to the cargo shall be agreed immediately between the Contractor and the Client.

## 9. Loading/discharging times

### 9.1 Free loading and discharging time

The free loading and discharging time for vessels with a pump capacity of at least 250 cbm per hour is as follows:

up to 1,100	tons of cargo = 24 hours
over 1,100 up to 1,500	tons of cargo = 26 hours
over 1,500 up to 2,000	tons of cargo = 28 hours
over 2,000 up to 3,000	tons of cargo = 34 hours
over 3,000 up to 4,000	tons of cargo = 40 hours
over 4,000 up to 5,000	tons of cargo = 46 hours

Over and above that, the times are extended by 4 hours per 1,000 tonnes or part thereof.

The above times apply both for single-hulled tanker vessels and for double-hulled tanker vessels, with one single exception: for quantities over 1,500 up to 2,000 tons of cargo, the loading/discharging time for single-hulled tanker vessels is 30 hours.

If the pump capacity of the vessel is lower, the times are extended by 10%.

Pushing and coupling units shall be considered a single unit. The loading and discharging time shall be based on the sum of the cargo tons of the individual vessels of the unit.

Loading and discharging times shall be calculated separately. Partial hours in the result of the sum calculation for the loading or discharging time shall be rounded up to full hours.

Any heating time necessary shall be added to the loading and discharging time in the calculation.

### 9.2 Time counting

#### 9.2.1 Time counting at loading/discharging terminals with 24-hour operation

At loading/discharging terminals with 24-hour operation, the time counting shall begin upon scheduled registration of loading/discharging readiness on the part of the vessel on the agreed loading day (0:00 a.m. to 12:00 p.m.) taking into consideration the notice period for nomination (see section 2). The time counting shall end at the point in time confirmed in the documentation.

In the event of late arrival/availability, the time counting shall begin 48 working-day hours after registration of loading/discharging readiness. If loading or discharging begins within this period, the time counting shall begin upon the arrival of the vessel at the loading/discharging jetty.

#### 9.2.2 Time counting at loading/discharging terminals without 24-hour operation

At loading/discharging terminals without 24-hour operation, the time counting shall begin upon scheduled registration of loading/discharging readiness on the part of the vessel on the agreed loading day, taking into consideration the notice period for nomination (see section 2), and within the following registration times.

Monday to Friday	7:00 a.m.- 4:00 p.m. and
Saturday	7:00 a.m.- 1:00 p.m..

It shall not be possible in this event to charge for the following times:

- the time from 1:00 p.m. on Saturday until 7:00 a.m. on Monday, where the loading and/or discharging process has not yet begun or is interrupted and where there is as yet no obligation to pay demurrage.

- statutory public holidays at the location of the loading or discharging berth, and in this case no time shall be charged until 7:00 a.m. of the following working day
- the 24th and 31st December after 1:00 p.m. until 7:00 a.m. of the following working day.

**Page 7**

In the event of late arrival/availability, the time counting shall begin 48 working-day hours after registration, provided this lies within the registration times. If this lies outside the registration times specified above or in any of the periods that cannot be charged, the time counting shall begin at 07:00 a.m. of the following working day.

If loading or discharging begins, the time counting shall begin upon the arrival of the vessel at the loading/discharging jetty.

The time counting shall end at the point in time confirmed in the documentation.

**9.3 Additional time requirements**

If after receipt of the documentation the vessel is required to wait at the loading or discharging berth on the instructions of the Client, the hours waited shall be counted towards the loading/discharging times.

**9.4 Time counting at the discharging berth where demurrage must be paid**

If the free loading and discharging time has already been fully expended during the loading process and it is therefore not possible to register at the discharging berth within the specified registration times, the arrival time of the vessel shall be used.

**9.5 Time counting in the event of ship-to-ship transfer**

- In the event of receiving the cargo from a seagoing vessel (ship-to-ship transfer), and where a time has been scheduled, the time counting for the inland tanker vessel shall begin at the scheduled time - however at the earliest upon arrival of the inland tanker vessel - and end at the time confirmed in the loading documentation.
- In the event of ship-to-ship deliveries to seagoing vessels, the Client shall inform the Contractor as early as possible of the definitive alongside time. Independently of this, the Contractor shall consult the shipping agent regarding the precise timing of the ship-to-ship delivery.

**10. Remuneration**

**10.1 Freight and additional charges**

The following freight charges shall be considered agreed between the Client and the Contractor. Unless otherwise agreed, any and all additional charges shall be considered to be included within the freight rates.

**10.2 Demurrage**

If the free loading and discharging time are exceeded, the Client shall be obliged to pay the agreed demurrage.

For consecutively deployed tanker vessels over a period of at least one year, demurrage shall only be charged in the extent that the total sum of the free loading and discharging time is exceeded within the term of the contract.

The demurrage invoices shall include confirmed verification of times for loading and discharging, specifying the times of nomination and the agreed loading/discharging schedule.

**11. General average**

The general average shall be regulated in accordance with the terms of the German Inland Shipping Law (BinSchG). The general average statement shall be opened in accordance with the latest applicable version of the IVR directives and the general average adjuster shall be nominated by the Contractor.

Page 8

**12. Employment of sub-contractors**

These terms and conditions shall apply without restriction and shall likewise apply to any sub-contractor engaged by the Contractor; the Contractor shall oblige his sub-contractor accordingly and through continuous monitoring shall ensure that these comply with the terms and conditions.

**13. Loyalty clause**

Any differences of opinion between the partners regarding the interpretation and execution of the tanker barge terms and conditions of transport shall wherever possible be overcome by means of amicable agreement.

-----