

AVERAGE BOND

To the Owners/Managers/Master/Agents/Charterers of:

The Vessel:

Casualty:

In consideration of the delivery to us or to our order, on payment of the freight due, of the goods noted below, 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 properly and legally 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 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.

Non Separation Agreement:- "It is agreed that in the event of the vessel's cargo or part thereof being forwarded to original destination by other vessel(s) 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 Contract of Affreightment. The basis of contribution to general average of the property involved shall be the values on delivery at original 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".

- We also agree to:
- (i) 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
 - (ii) make a payment on account of such sum as is duly certified by the average adjusters to be properly and legally due from the goods and which is payable in respect of the goods by the shippers or owners thereof.

This agreement shall be governed by English law and the High Court of Justice, London shall have exclusive jurisdiction over any dispute arising out of this agreement, and each party shall irrevocably submit to the jurisdiction of the English Court.

IMPORTANT NOTE: Please attach a copy of the commercial invoice to this form as evidence of value. If the invoice is not available insert the shipped value in column below. (N.B. specify currency)

Port of Loading	Port of discharge	B/L No.	Shipped Value	Quantity and Description of Goods

Please insert name and address of insurers and certificate or policy no.	Insurers:	Pol/Cert No.
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Date Signature of Receiver of goods

Full name and address

Telephone No: Facsimile No: E-mail:

Notes

1. If the goods form the subject of a commercial transaction, please attach a copy of the commercial invoice rendered to you.
2. If there is no commercial invoice covering the goods, state the shipped value, if known to you, in "shipped Value" column.
3. In either case, state the currency involved.
4. The average adjusters are **Mediterranean Average Adjusting Company** :-
 Hamalworth House, Garden Floor, 9 St. Clare Street, Minories, London. EC3N 1LQ
 Tel No. +44 (0)20 7265 2020. Fax No. +44 (0)20 7265 2026. Email : robinaggersbury@medav.co.uk
 to whom this form should be sent duly completed together with a copy of the commercial invoice.