**AVERAGE BOND     (FORM A)**

**To:** The Owners of the vessel named below and other parties to the adventure as their interests may appear.

**VESSEL**   **“XXX”**

Port of shipment:

Port of destination/discharge:

Bill of Lading or waybill number(s):

Quantity and Description of Goods:

Invoice Value **(attach copy)**:

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 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 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 properly and legally payable in respect of the goods by the shippers or owners thereof.

We also agree:

(i) to 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;

(ii) to 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 properly and legally payable in respect of the goods by the shippers or owners thereof;

(iii) that the standard form of Non-Separation Agreement is to apply (copy attached);

(iv) that this agreement shall be governed by PR China Law and a China Maritime Court shall have exclusive jurisdiction over any dispute arising out of this agreement and each party shall irrevocably submit to the jurisdiction of that Court;

(v) that this bond is intended to create a legally binding obligation notwithstanding that it may be transmitted and stored solely in electronic form. It is thereby agreed that transmission of this bond to the average adjusters constitutes good delivery to the Owners and other parties to the adventure who wish to enforce this bond.

Receiver of goods: .........................................………................................………...........

ADDRESS: .......................................................................................................…………….…

…………….........................................................................................................…………….…

…………….........................................................................................................…………….…

…………….........................................................................................................…………….…

Tel No: ............................... Fax No: ................................. E-MAIL: ...............…………......

AUTHORISED SIGNATORY: ...................................…..................... DATE: .....………............

**ATTACHING TO:   AVERAGE BOND     (FORM A)**

**STANDARD FORM OF NON-SEPARATION AND FORWARDING AGREEMENT**

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.

-------------------------