

**Remedy Law Firm**



**«Арбитражная практика о значении  
документооборота»**

**Как сохранить свои деньги  
деньги стивидоров и грузовладельцев**



## Подготовка к «игре»:

- разработка условий;
- оформление документов;
- сбор документов

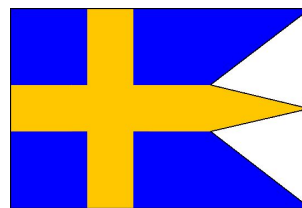
## Как заставить «играть» по своим правилам?

- в документе ссылка на ознакомление с условиями (например, бункерная расписка);
- текст условий вручён капитану (бункерная расписка) или приведен на обороте документа (коносамент);
- в документе ссылка на ознакомление с условиями, размещенными на сайте (коносамент, бункерная расписка);
- согласование заявки, получение подтверждения ознакомления и согласия с условиями, размещенными на сайте

Юрисдикции со знаком +



# Юрисдикции со знаком -



CODE NAME: "CONGENBILL". EDITION 1994

Shipper

RICH BANANA DE EL ORO S.A. RIBAORO  
MARCEL LANIADO # 1011 Y PAEZ  
MACHALA - ECUADOR  
RUC: 0790151119001

BILL OF LADING

TO BE USED WITH CHARTER - PARTIES

B/L No.

Reference No.

Consignee

TO THE ORDER OF:  
NEW TRADING SYSTEMS LIMITED  
707 HIGH ROAD, FINCHLEY, LONDON N12 0BT  
UNITED KINGDOM

Notify address

SAME AS CONSIGNEE

Vessel

"NOVA HOLLANDIA" V-1

Port of Loading

PUERTO BOLIVAR - ECUADOR

Port of Discharge

ST. PETERSBURG - RUSSIA

Shipper's description of goods

BELLA MIA

SAID TO BE

67,320 BOXES OF ECUADORIAN GREEN, FRESH  
BANANAS CAVENDISH VARIETY, FIRST  
QUALITY TYPE 22XU OF 18.14 NET KGS  
AND 20.00 GROSS KGS PER BOX

Gross Weight

SAID TO WEIGHT

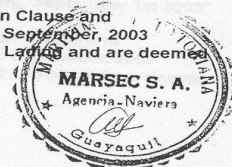
1,221,184.80 NET KILOS  
1,346,400.00 GROSS KILOS

"Subject terms and conditions of the charter party dated, Hamburg, September 1st 2003"

"All terms, conditions. Clauses and exception, including Arbitration Clause and Laytime Clause contained in the charter party dated Hamburg 1st September, 2003 and all Adenda thereto are hereby expressly included in the Bill of Lading and are deemed to be incorporate herein"

"Clean on Board 10.26.2003"

F.U.E.: 1200472



(of which on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)

Freight payable as per CHARTER-PARTY DATED SEPTEMBER 1ST, 2003

FREIGHT ADVANCE.  
Received on account of freight:

Time used for loading.....days.....hours.

SHIPPED

at the Port of loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the good specified above.

Weight, measure, quality, quantity, condition, contents and value unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated bellow all of this tenor and date, any one of which being accomplished the others shall be void.  
FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Number of Original Bs/L

3/3

Place and date of issue

PUERTO BOLIVAR OCTOBER 26TH, 2003

Signature

SIGNED ON BEHALF OF MASTER

CAPT. ALEKSANDR ZAKHAROV

MARITIMA ECUATORIANA MARSEC S.A.  
AS AGENTS ONLY

Printed and sold by

F.G. Knudtzons Bogtrykkeri A/S, 55 Toldbodgade, DK-1253 Copenhagen K.

Telefax +45 33 93 1184

by authority of The Baltic and International Maritime Council (BIMCO), Copenhagen.



## Судовые документы в суде:

- Свидетельство о праве собственности;
- Классификационное свидетельство;
- Коносамент;
- Судовой журнал;
- Штурманская расписка;
- Тальманская расписка;
- Декларации – генеральная, грузовая, судовых припасов;
- Грузовой манифест.



## Документы, необходимые для грузовых претензий

- Коносамент;
- Акт извещение;
- Генеральный акт;
- Сюрвейерский акт



## Contact details

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