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UE D – EXPERTISE PROFESSIONNELLE

Bachelor européen Transport logistique

UC D31 - Epreuve écrite - Transport et logistique

L'utilisation de la calculatrice est autorisée

L'annexe 5 est à rendre la copie

Type d'épreuve : Etude de cas

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UC D31 - EPREUVE ECRITE - TRANSPORT ET LOGISTIQUE

BAREME DE NOTATION

Dossier 1 – Transport maritime multimodal	40 points
Dossier 2 – Logistique internationale	40 points
Dossier 3 – Cotation de transport	30 points
Présentation et orthographe	10 points
Total	120 points

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Souhaitant embrasser une carrière logistique et transport à l'international, vous avez fait le choix de multiplier les expériences au travers de différents stages dans des environnements et secteurs d'activité différents, intervenant ainsi sur des problématiques aussi bien d'acheminement de matières premières que de distribution de produits finis manufacturés.

Ainsi, dans le cadre de la société d'exploitation du nickel de Thio (Nouvelle Calédonie), votre directeur vous demande de procéder à une étude complète pour l'exportation de 10 000 tonnes de nickel, en vrac à destination du site Eramet du Havre Sandouville.

Les mines de Thio sont situées à 117 km de Nouméa et le préacheminement jusqu'au port autonome de Nouméa s'effectue par des rotations de camions bennes de capacité maximale de 50 tonnes en provenance de Thio, la topographie du site ne permettant pas d'excéder ce poids par voyage.

La compagnie minière dispose d'un parc de 20 véhicules... et sous traite la conduite, la traction s'effectuant en continue 24/24.

Le temps de chargement des camions à Thio est de l'ordre de 30 minutes.

Le temps de déchargement à Nouméa est aussi de 30 minutes.

Compte tenu de l'état des routes et de la complexité de devoir emprunter la route à horaire, votre responsable estime que le temps pour un voyage chargé est de 4 heures et le retour des camions vides de 3 heures.

Les camions sont disponibles le 05 octobre 2020 dès 6 heures du matin.

Vous avez consulté un courtier de fret qui vous propose le chargement des matières premières brutes à bord du vraquier « Princess » le vendredi 09 octobre à 6h00.

La manutention est effectuée à la grue équipée d'une benne preneuse d'une capacité de 40 tonnes. La cadence est de 6 mouvements par heure et le temps effectif de travail est de 24 heures par jour en 2 équipes successives de dockers.

La distance nautique entre le port de Nouméa et le port du Havre est de 11 660 miles et la vitesse moyenne est de 13 nœuds.

Par ailleurs, dans votre souci de diversification d'expérience, vous intégrez une petite et jeune structure d'import/export, la société Impex, spécialisée dans le matériel de sport d'hiver. Impex, située à Lyon, se spécialise plus particulièrement sur les équipements innovants (skis, chaussures...). Cette jeune société, est entre autres, en lien commercial avec le fabricant américain, Olympic Innov. à Cleveland.

Impex a commandé 600 planches destinées au hors-piste pour ses clients situés dans les Alpes françaises, mais aussi suisses et italiennes. L'essentiel du marché, 60% étant le marché national, les 40% restants se répartissant équitablement entre le marché Suisse et Italien.

Vous aurez à clarifier les éléments de logistique internationale.

Enfin, pour compléter la diversification de votre expérience, vous effectuez une dernière mission pour le compte d'un producteur ALI'COM, filiale d'un groupe agroalimentaire, spécialisé dans la complémentation alimentaire. Cette entreprise, située à Maiche dans le Doubs, connaît un réel développement au niveau européen et s'inscrit désormais à l'export, hors Europe. ALI'COM innove dans l'exportation de ses compléments alimentaires en contractant avec un nouveau client indien MUNKUND, pour un approvisionnement régulier vers sa plateforme à Bangalore.

⇒ Dossier 1 – Transport maritime multimodal

Annexes 1 et 2

Question 1

Déterminez un planning complet pour le transport de 10 000 tonnes de minerai de Thio jusqu'au port autonome de Nouméa.

Question 2

Déterminez le nombre de tonnes chargées à bord du vraquier « Princess » à la fin de chaque journée de travail et estimez le temps de chargement effectif. Que faut-il déduire par rapport à la fin des opérations ?

Question 3

Quelle est la date prévisionnelle d'arrivée du navire au port du Havre ?

Question 4

Que désigne-t-on sous le terme « GENCON charter party » ?

Question 5

Le contrat d'affrètement du navire ayant été conclu sur la base d'une charte partie selon le nom de code GENCO 1994, ne prévoyant aucune clause particulière entre les parties pour tout retard éventuel, et quelle que soit la cause, expliquez, en vous appuyant sur l'annexe 2, quelle serait en cas de retard l'indemnité à prévoir et le recours éventuel de l'affréteur, la société d'exploitation des mines de Thio, envers l'armateur ?

Question 6

Votre correspondant au Havre vous avise par téléphone de pertes de marchandises, au-delà de la freinte de route habituelle le jour où le navire a accosté au Havre. La marchandise a été couverte au travers d'une assurance waterbone.

Indiquez quels sont les délais pour opérer les constats pour bénéficier de la garantie de l'assurance.

⇒ Dossier 2 – Logistique internationale

Annexe 3

Question 1

Quel mode de transport vous semble-t-il le plus pertinent pour la livraison de Cleveland (OHIO) vers la France pour ce type de produits ? Argumentez votre choix en vous appuyant sur vos connaissances ainsi que sur les éléments figurant en annexe 3.

Question 2

D'après vous, quel incoterm Impex devrait-elle négocier ?

Question 3

Olympic Innov de Cleveland souhaite négocier un incoterm permettant une prise en charge de la logistique sur le territoire américain mais sans assurer les risques liés.

Quel serait d'après vous l'incoterm adéquat ?

Question 4

Le client suisse est situé à Lausanne.

Doit-on utiliser un DAU pour une exportation vers la Suisse ?

Question 5

Quels sont les droits de douane et de TVA que devront acquitter votre client italien ? s'agit-il d'une TVA française ou italienne ? (20% ou 22%).

⇒ Dossier 3 – Cotation de transport

Annexes 4 et 5

Question 1

Déterminez un nombre de cartons par palette.

Question 2

Déterminez un nombre optimal de palettes par type de conteneurs standard dry et complétez le tableau en annexe 5.

L'annexe 5 est à rendre avec la copie.

Question 3

Calculez en euros un budget par type de conteneur (20 et 40 pieds) dans les 2 variantes jusqu'à leur restitution vide à Bangalore.

Taux de change dollar : 1€=1.09\$

Taux de change roupie : 1€= 76.59 INR

Question 4

Etablissez le dossier douane et assurance et précisez :

- les documents à produire,
- les différentes options possibles,
- les éventuelles procédures.

Question 5

Évaluez quelles seraient les dispositions à prendre en cas de retard ou d'avaries à l'arrivée Bangalore et ce :

- en l'absence de faute de la part du transporteur maritime,
- dans le cas d'une faute lourde du transporteur,
- dans le cas d'une couverture d'assurance ad valorem.

Question 6

Expliquez ce que précise la Convention de Bruxelles.

SLN, acteur historique du Nickel

Fondée par le français Jules Garnier et le britannique John Higginson en 1880, à Nouméa en Nouvelle-Calédonie, la Société Le Nickel (SLN) devient filiale d'une nouvelle société mère dénommée Eramet-SLN en 1985, aujourd'hui groupe Eramet. Elle est le premier producteur mondial de ferronickel, un produit destiné au marché de l'acier inoxydable.

Acier inoxydable, aciers spéciaux, alliages et superalliages : le nickel est omniprésent et se retrouve dans les industries de base, du bâtiment, du transport, des batteries électriques ou encore dans les pièces de monnaie. Ses propriétés riches et variées lui ouvrent aussi d'autres débouchés de plus petits volumes tels que la galvanoplastie qui consiste en un dépôt mince par électrochimie sur des pièces de robinetterie ou automobile.

Les activités de la SLN sont réparties entre des centres miniers et une usine métallurgique :

- Thio (Nouvelle-Calédonie, côte Est) : il s'agit du site minier historique de la SLN ouvert en 1880.
- Kouaoua (Nouvelle-Calédonie, côte Est) : ce site minier a été le plus grand gisement au monde de minerai silicaté.
- Népoui-Kopéto et Tiébaghi (Nouvelle-Calédonie, côte Ouest) : en plus de leur mine, ces deux sites possèdent aussi des usines d'enrichissement.
- Poum (Nouvelle-Calédonie, pointe Nord) : site minier en plein essor, promis à un gros développement.
- Doniambo (Nouvelle-Calédonie, côte Ouest) : l'usine métallurgique de la SLN, avec son unité de production de ferronickel à haute teneur. Sa situation à proximité du port de Nouméa permet à l'usine de bénéficier d'un accès direct pour les minéraliers et les navires cargo.

Une chaîne de valeur intégrée

De la mine...

Les gisements de minerais de la Société Le Nickel-SLN sont exploités à ciel ouvert. Ils se situent en général entre 500 et 1 000 mètres d'altitude. Les gisements sont définis par des études géologiques, géochimiques et géophysiques et les structures géologiques font l'objet de modélisations. L'extraction est guidée par la géologie de planification minière et elle est effectuée par des pelles hydrauliques. Depuis 1975, les techniques minières de la SLN sont pensées pour préserver l'environnement : stockage des stériles en verses, gestion des eaux, re-végétalisation...

... au traitement

Le minerai est ensuite transporté par camions ayant une charge utile de 50 à 100 tonnes selon les mines. A Népoui, il est acheminé par un tuyau hydraulique de sept kilomètres vers l'usine d'enrichissement. Cette dernière permet d'exploiter une portion plus large du gisement (en incluant des minerais à plus basse teneur) et d'augmenter ainsi la durée de vie des réserves. Un procédé analogue (UTM) a été adapté pour traiter le minerai de la mine de Tiébaghi, inaugurée en novembre 2008.

... à la transformation

L'usine de Doniambo est l'une des deux plus importantes unités de production de ferronickel au monde, et est dotée de sa propre centrale électrique. Le minerai y est homogénéisé, séché, calciné puis fondu via des fours électriques. Le produit résultant est transformé en ferronickel directement commercialisable, le SLN 25 (avec une teneur de 22 à 27% de nickel), qui se retrouve dans les aciers inoxydables.

La raffinerie du Havre-Sandouville utilise un procédé hydrométallurgique spécialement développé par les équipes de recherche d'Eramet. La matte de nickel (qui comprend 75% de nickel) est broyée puis dissoute par voie chlore. Plusieurs étapes successives d'extraction permettent d'extraire le fer (sous forme de chlorure ferrique commercialisable) et le cobalt (sous forme de chlorure de cobalt commercialisable). Après purification, la solution de chlorure de nickel pur obtenue peut être commercialisée telle quelle (chlorure de nickel liquide), sous forme de sels de nickel (carbonate de nickel, chlorure de nickel hexahydrate ou anhydre) ou traitée pour obtention d'une cathode de nickel très pur (plus de 99,97 % de nickel contenu).

Chiffres clé

- **1880** : création de la SLN.
- **1985** : création de la société Eramet-SLN.
- **10^e** producteur mondial de nickel.
- **1^{er}** producteur mondial de ferronickel (utilisé pour l'acier inox).
- **54 250** tonnes produites en 2018.

Source : Publications Groupe ERAMET (eramet.com)

GENCON 94



Part I

1. Shipbroker	RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) (To be used for trades for which no specially approved form is in force) CODE NAME: "GENCON"
3. Owners/Place of business (Cl. 1)	2. Place and date
5. Vessel's name (Cl. 1)	4. Charterers/Place of business (Cl. 1)
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1)	6. GT/NT (Cl. 1)
9. Expected ready to load (abt.) (Cl. 1)	8. Present position (Cl. 1)
10. Loading port or place (Cl. 1)	11. Discharging port or place (Cl. 1)
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1)	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4)	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4)
15. State if vessel's cargo handling gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b); if total laytime for load. and disch., fill in c) only) (Cl. 6)
17. Shippers/Place of business (Cl. 6)	a) Laytime for loading
18. Agents (loading) (Cl. 6)	b) Laytime for discharging
19. Agents (discharging) (Cl. 6)	c) Total laytime for loading and discharging
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7)	21. Cancelling date (Cl. 9)
23. Freight Tax (state if for the Owners' account) (Cl. 13 (c))	22. General Average to be adjusted at (Cl. 12)
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) or Cl. 19; if 19 (c) agreed also state Place of Arbitration (if not filled in 19 (a) shall apply) (Cl. 19) (a) State maximum amount for small claims/shortened arbitration (Cl. 19)	24. Brokerage commission and to whom payable (Cl. 15) 26. Additional clauses covering special provisions, if agreed

Council (BIMCO), Copenhagen

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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PART II

"Gencon" Charter (As Revised 1922, 1976 and 1994)

1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that: The said vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.	1 2 3 4 5 6 7 8 9 10 11 12 13 14	always work under the supervision of the Master. (c) <i>Stevedore Damage</i> The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability. The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	75 76 77 78 79 80 81 82 83 84 85 86 87 88
2. Owners' Responsibility Clause The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager. And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.	15 16 17 18 19 20 21 22 23 24 25 26 27	6. Laytime (a) <i>Separate laytime for loading and discharging</i> The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. (b) <i>Total laytime for loading and discharging</i> The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. (c) <i>Commencement of laytime (loading and discharging)</i> Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19. If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime. If, after inspection, the Vessel is found not to be ready in all respects to load/dischARGE time lost after the discovery thereof until the Vessel is again ready to load/dischARGE shall not count as laytime. Time used before commencement of laytime shall count. * <i>Indicate alternative (a) or (b) as agreed, in Box 16.</i>	89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121
3. Deviation Clause The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property.	28 29 30 31	7. Demurrage Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice. In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.	122 123 124 125 126 127 128 129 130 131
4. Payment of Freight (a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo. (b) <i>Prepaid</i> . If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non-returnable. Vessel and/or cargo lost or not lost. Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid. (c) <i>On delivery</i> . If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered. Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally. Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.	32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49	8. Lien Clause The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.	132 133 134 135 136
5. Loading/Discharging (a) <i>Costs/Risks</i> The cargo shall be brought into the holds, loaded, stowed and/or trimmed, lashed, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners. The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed. (b) <i>Cargo Handling Gear</i> Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winchmen required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage. On request the Owners shall provide free of charge cranesmen/winchmen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Cranesmen/winchmen shall be under the Charterers' risk and responsibility and shall be deemed as their servants but shall	50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74	9. Cancelling Clause (a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers shall have the option of cancelling this Charter Party. (b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. Such option must be declared by the Charterers within 48 running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that	137 138 139 140 141 142 143 144 145 146 147 148

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the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date.	149 150	at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.	220 221 222 223 224 225 226 227
The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) of this Clause.	151 152 153	(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	229 230 231 232 233 234 235 236 237 238 239 240 241 242 243
10. Bills of Lading	154	(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.	244 245 246
Bills of Lading shall be presented and signed by the Master as per the "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.	155 156 157 158 159 160 161 162 163	17. War Risks ("Voywar 1993")	247
11. Both-to-Blame Collision Clause	164	(1) For the purpose of this Clause, the words:	248
If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.	165 166 167 168 169 170 171 172 173 174 175 176 177	(a) The "Owners" shall include the shipowners, bareboat charterers, 249 disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and 251 (b) "War Risks" shall include any war (whether actual or threatened), act of 252 war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, 254 acts of terrorists, acts of hostility or malicious damage, blockades 255 (whether imposed against all Vessels or imposed selectively against 256 Vessels of certain flags or ownership, or against certain cargoes or crews 257 or otherwise howsoever), by any person, body, terrorist or political group, 258 or the Government of any state whatsoever, which, in the reasonable 259 judgement of the Master and/or the Owners, may be dangerous or are 260 likely to be or to become dangerous to the Vessel, her cargo, crew or other 261 persons on board the Vessel. 262	249 250 251 252 253 254 255 256 257 258 259 260 261 262
12. General Average and New Jason Clause	178	(2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks: provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278
General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).	179 180 181 182 183	(3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been	184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206
If General Average is to be adjusted in accordance with the law and practice of the United States of America, the following Clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo shippers, consignees or the owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Owners before delivery."	184 185 186 187 188 189 190 191 192 193 194 195 196 197 198		279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296
13. Taxes and Dues Clause	199		
(a) <i>On Vessel</i> -The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.	200 201		
(b) <i>On cargo</i> -The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.	202 203 204		
(c) <i>On freight</i> -Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.	205 206		
14. Agency	207		
In every case the Owners shall appoint their own Agent both at the port of loading and the port of discharge.	208 209		
15. Brokerage	210		
A brokerage commission at the rate stated in Box 24 on the freight, dead-freight and demurrage earned is due to the party mentioned in Box 24.	211 212		
In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.	213 214 215 216		
16. General Strike Clause	217		
(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or	218 219		

PART II

"Gencon" Charter (As Revised 1922, 1976 and 1994)

carried to the discharging port and if the extra distance exceeds 100 miles, 297	of destination	373
to additional freight which shall be the same percentage of the freight 298	(b) If during discharging the Master for fear of the Vessel being frozen in deems 374	374
contracted for as the percentage which the extra distance represents to 299	it advisable to leave, he has liberty to do so with what cargo he has on board and 375	375
the distance of the normal and customary route, the Owners having a lien 300	to proceed to the nearest accessible port where she can safely discharge. 376	376
on the cargo for such expenses and freight. 301	(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall 377	377
(4) If at any stage of the voyage after the loading of the cargo commences, it 302	apply and the Vessel shall receive the same freight as if she had discharged at 378	378
appears that, in the reasonable judgement of the Master and/or the 303	the original port of destination, except that if the distance of the substituted port 379	379
Owners, the Vessel, her cargo, crew or other persons on board the Vessel 304	exceeds 100 nautical miles, the freight on the cargo delivered at the substituted 380	380
may be, or are likely to be, exposed to War Risks on any part of the route 305	port to be increased in proportion. 381	381
(including any canal or waterway) which is normally and customarily used 306		
in a voyage of the nature contracted for, and there is another longer route 307	19. Law and Arbitration	382
to the discharging port, the Owners shall give notice to the Charterers that 308	(a) This Charter Party shall be governed by and construed in accordance with 383	383
this route will be taken. In this event the Owners shall be entitled, if the total 309	English law and any dispute arising out of this Charter Party shall be referred to 384	384
extra distance exceeds 100 miles, to additional freight which shall be the 310	arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or 385	385
same percentage of the freight contracted for as the percentage which the 311	any statutory modification or re-enactment thereof for the time being in force. 386	386
extra distance represents to the distance of the normal and customary 312	Unless the parties agree upon a sole arbitrator, one arbitrator shall be 387	387
route. 313	appointed by each party and the arbitrators so appointed shall appoint a third 388	388
(5) The Vessel shall have liberty:- 314	arbitrator, the decision of the three-man tribunal thus constituted or any two of 389	389
(a) to comply with all orders, directions, recommendations or advice as to 315	them, shall be final. On the receipt by one party of the nomination in writing of 390	390
departure, arrival, routes, sailing in convoy, ports of call, stoppages, 316	the other party's arbitrator, that party shall appoint their arbitrator within 391	391
destinations, discharge of cargo, delivery or in any way whatsoever which 317	fourteen days, failing which the decision of the single arbitrator appointed shall 392	392
are given by the Government of the Nation under whose flag the Vessel 318	be final. 393	393
sails, or other Government to whose laws the Owners are subject, or any 319	For disputes where the total amount claimed by either party does not exceed 394	394
other Government which so requires, or any body or group acting with the 320	the amount stated in Box 25** the arbitration shall be conducted in accordance 395	395
power to compel compliance with their orders or directions: 321	with the Small Claims Procedure of the London Maritime Arbitrators 396	396
(b) to comply with the orders, directions or recommendations of any war 322	Association. 397	397
risks underwriters who have the authority to give the same under the terms 323	(b) This Charter Party shall be governed by and construed in accordance with 398	398
of the war risks insurance: 324	Title 9 of the United States Code and the Maritime Law of the United States and 399	399
(c) to comply with the terms of any resolution of the Security Council of the 325	should any dispute arise out of this Charter Party, the matter in dispute shall be 400	400
United Nations, any directives of the European Community, the effective 326	referred to three persons at New York, one to be appointed by each of the 401	401
orders of any other Supranational body which has the right to issue and 327	parties hereto, and the third by the two so chosen; their decision or that of any 402	402
give the same, and with national laws aimed at enforcing the same to which 328	two of them shall be final, and for purpose of enforcing any award, this 403	403
the Owners are subject, and to obey the orders and directions of those who 329	agreement may be made a rule of the Court. The proceedings shall be 404	404
are charged with their enforcement: 330	conducted in accordance with the rules of the Society of Maritime Arbitrators, 405	405
(d) to discharge at any other port any cargo or part thereof which may 331	Inc.. 406	406
render the Vessel liable to confiscation as a contraband carrier: 332	For disputes where the total amount claimed by either party does not exceed 407	407
(e) to call at any other port to change the crew or any part thereof or other 333	the amount stated in Box 25** the arbitration shall be conducted in accordance 408	408
persons on board the Vessel when there is reason to believe that they may 334	with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, 409	409
be subject to internment, imprisonment or other sanctions: 335	Inc.. 410	410
(f) where cargo has not been loaded or has been discharged by the 336	(c) Any dispute arising out of this Charter Party shall be referred to arbitration at 411	411
Owners under any provisions of this Clause, to load other cargo for the 337	the place indicated in Box 25, subject to the procedures applicable there. The 412	412
Owners' own benefit and carry it to any other port or ports whatsoever, 338	laws of the place indicated in Box 25 shall govern this Charter Party. 413	413
whether backwards or forwards or in a contrary direction to the ordinary or 339	(d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply. 414	414
customary route. 340	(a), (b) and (c) are alternatives; indicate alternative agreed in Box 25. 415	415
(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this 341	** Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but 416	416
Clause anything is done or not done, such shall not be deemed to be a 342	the other provisions of this Clause shall have full force and remain in effect. 417	417
deviation, but shall be considered as due fulfilment of the Contract of 343		
Carriage. 344		
18. General Ice Clause		345
<i>Port of loading</i>		346
(a) In the event of the loading port being inaccessible by reason of ice when the 347		347
Vessel is ready to proceed from her last port or at any time during the voyage or 348		348
on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the 349		349
Master for fear of being frozen in is at liberty to leave without cargo, and this 350		350
Charter Party shall be null and void. 351		351
(b) If during loading the Master, for fear of the Vessel being frozen in, deems it 352		352
advisable to leave, he has liberty to do so with what cargo he has on board and 353		353
to proceed to any other port or ports with option of completing cargo for the 354		354
Owners' benefit for any port or ports including port of discharge. Any part 355		355
cargo thus loaded under this Charter Party to be forwarded to destination at the 356		356
Vessel's expense but against payment of freight, provided that no extra 357		357
expenses be thereby caused to the Charterers, freight being paid on quantity 358		358
delivered (in proportion if lumpsum), all other conditions as per this Charter 359		359
Party. 360		360
(c) In case of more than one loading port, and if one or more of the ports are 361		361
closed by ice, the Master or the Owners to be at liberty either to load the part 362		362
cargo at the open port and fill up elsewhere for their own account as under 363		363
section (b) or to declare the Charter Party null and void unless the Charterers 364		364
agree to load full cargo at the open port. 365		365
<i>Port of discharge</i>		366
(a) Should ice prevent the Vessel from reaching port of discharge the 367		367
Charterers shall have the option of keeping the Vessel waiting until the re- 368		368
opening of navigation and paying demurrage or of ordering the Vessel to a safe 369		369
and immediately accessible port where she can safely discharge without risk of 370		370
detention by ice. Such orders to be given within 48 hours after the Master or the 371		371
Owners have given notice to the Charterers of the impossibility of reaching port 372		372

Données base du choix du mode transport à privilégier

Les données

Prix EXW / planche / 175\$ - POIDS 3.0KG

A la date de l'exercice, 1 € = 1.09 \$

Volume pour 600 planches = 12 m³

Cleveland / New York = 738 km

Roissy /Lyon = 500 km

Le Havre / Lyon = 700 km

	Transport aérien Départ Hopkins International Airport Arrivée Paris	Transport maritime Départ port de New York Arrivée port du Havre
Prix du transport principal	0 à 500 kg 5\$/kg 500 kg à 1T 3\$/kg + 1T 2\$/kg	3 000 \$
Préacheminement	90 \$	0.30\$/km
Post acheminement	0.30\$/km	0.30\$/km
Ruptures de charge	190\$/rupture	250 \$/rupture
Assurance	1% du prix CPT + 10%	2% du prix CFR + 10%
Délais totaux	3 jours	1 mois
Droits de douane	3.7%	3.7%
Immobilisation financière/mode de financement	12%/an	12%/an

Données pour exportation vers client indien MUNKUND

Le complément alimentaire est conditionné dans des cartons d'un poids brut de 15 kg.

Dimension des cartons : 57*38*30.

Palettisation : 6 couches sur palettes CP9 dimension au sol : 115*115*15 pour une tare de 18 kg.

Itinéraires envisageables :

- **Le plus court** : 16 jours de transit via le port de Marseille Fos (premier port maritime international français) :
 - Par camion depuis Maiche jusqu'au terminal de Besançon.
 - Fret fluvial jusqu'à Fos :
 - 532 € pour 20'
 - 668 € pour 40'
 - + grutage 57€/conteneur
 - THC port de FOS : 170€/conteneur.
 - Fret maritime de FOS au port de Mumbai :
 - De base 390 US \$ par 20' ou 730 US \$ par 40' plus dans les deux cas, des surcharges telles que :
 - BAF : 741 US \$ par EVP
 - ISPS : 10 US \$ par EVP
 - Suez surcharge : 9 US \$ par EVP
 - CAF : 95 US \$ par 20' ou 175 US \$ par 40'

Post acheminement par rail de Mumbai vers Bangalore :

- 70 000 INR / 20' ou 140 000 INR PAR 40'
- Restitution conteneur vide à Bangalore : 10 800 IRN /unité
- **Le plus fiable** via le port d'Anvers, transit time de 21 jours :
 - Par camion depuis Maiche jusqu'à Bale : 345 €/conteneur
 - Fret ferroviaire de Bale à Anvers : 631 €/20' et 905 €/40'
 - THC port d'Anvers : 100 €/conteneur + ISPS 9€/conteneur
 - Fret maritime Anvers/port de Mumbai
 - 400 US \$/20' et 600 US \$/40' + surcharges applicables dans les deux cas :
 - BAF : 347 US \$ par 20' ou 446 US \$/40'
 - Low sulphor surcharge : 10 US \$/EVP
 - Suez surcharge : 15 US \$/EVP
 - CAF : 11.61%

Post acheminement par rail de Mumbai à Bangalore :

- 70 000 INR/20' OU 140 000 INR/40'
- Restitution conteneur vide à Bangalore : 10 800 IRN/unité
- Documentation fee : 2000 INR/unité

Tableau à compléter
(A rendre avec la copie)

N° de candidat : _____

Nombres de palettes par 20'	
Nombres de palettes par 40'	
Poids d'un carton en tonne	
Volume d'un carton en m3	
Poids net d'une palette en tonne	
Tare palette en tonne	
Poids brut d'une palette en tonne	
Poids net d'1*20' en tonne	
Poids net d'1*40' en tonne	