



ΧΡΥΣΟΥΝ ΜΕΤΑΛΛΙΟΝ
ΑΚΑΔΗΜΙΑΣ ΑΘΗΝΩΝ

ΕΚΠΑΙΔΕΥΤΙΚΟ ΚΕΙΜΕΝΟ
ΑΚΑΔΗΜΙΩΝ ΕΜΠΟΡΙΚΟΥ ΝΑΥΤΙΚΟΥ

ΝΑΥΤΙΛΙΑΚΟ ΔΙΚΑΙΟ

ΜΑΡΙΑΣ Μ. ΒΡΑΝΙΚΟΥ
ΕΥΑΓΓΕΛΟΥ Π. ΔΕΜΕΣΤΙΧΑ

γ' έκδοση

ΠΑΡΑΡΤΗΜΑ - ΝΑΥΛΟΣΥΜΦΩΝΑ

ΠΡΟΙΟΝ

BIMCO
BILL OF LADING

CONGENBILL

Reference No.

Shipper

Vessel

Consignee

Port of discharge

Gross weight

Shipper's description of goods

(of which being responsible for loss or damage howsoever arising)

on deck at shipper's risk; the Carrier not

SHIPPED at the port of loading in apparent good order and condition on the vessel for carriage

Port of Discharge or so near thereto as the Vessel may safely get the goods specified above.

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

IN WITNESS whereof the Master or Agent of the said vessel has signed the number of Bills

indicated hereon and this tenor and date, any one of which being accomplished the other

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF.

Date shipped on board

Place and date of issue

Number of original Bills of Lading

Signature: Master

..... as Agent

LLOYD'S
LLOYD'S STANDARD FORM OF
SALVAGE AGREEMENT
(APPROVED AND PUBLISHED BY THE COUNCIL OF LLOYD'S)
NO CURE - NO PAY

1. Name of the salvage Contractors:

2. Property to be salvaged

The vessel:

her cargo (freight, bunkers, stores and any other property)

thereon but excluding the passenger or crew

or baggage of passengers, master or crew

(referred to in this agreement as "the property")

4. Agreed currency of any award (in US dollars)

(if other than United States dollars)

5. Freight payable to the Charter Party dated:

Received on account of freight:

Type here

6. Place of agreement:



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October 1977



ASBATANKVOY

TANKER VOYAGE CHARTER PARTY

PREAMBLE

Place

Date

IT IS THIS DAY AGREED between
chartered owner/owner (hereinafter called the "Owner") of the
SS/MS (hereinafter called the "Vessel")
and (hereinafter called the "Charterer")
that the transportation herein provided for will be performed subject to the terms and conditions of this Charter Party, which includes this Preamble and
Part I and Part II. In the event of a conflict, the provisions of Part I will prevail over those contained in Part II.

PART I

A. Description and Position of Vessel:

Deadweight: tons (2240 lbs.)

Classed:

Loaded draft of Vessel on assigned summer freeboard ft. in. in salt water.

Capacity for cargo: tons (of 2240 lbs. each) % more or less, Vessel's option.

Coated: ☐ Yes ☐ No

Coiled: ☐ Yes ☐ No

Last two cargoes:

Now: Expected Ready:

B. Laydays:

Commencing:

Cancelling:

C. Loading Port(s):

Charterer's Option

D. Discharging Port(s):

Charterer's Option

E. Cargo:

Charterer's Option

F. Freight Rate:

per ton (of 2240 lbs. each).

G. Freight Payable to:

H. Total Laytime in Running Hours:

I. Demurrage per day:

- J . Commission of % is payable by Owner to
on the actual amount of freight, when and as freight is paid.
- K . The place of General Average and arbitration proceedings to be London/New York (strike out one).
- L . Tovalop: Owner warrants vessel to be a member of TOVALOP scheme and will be so maintained throughout duration of this charter.
- M . Special Provisions:

IN WITNESS WHEREOF, the parties have caused this Charter, consisting of a Preamble, Parts I and II, to be executed in duplicate as of the day and year first above written.

Witness the signature of:

By:

Witness the signature of:

By:

PART II

1. **WARRANTY-VOYAGE-CARGO.** The vessel, classed as specified in Part I hereof, and to be so maintained during the currency of this Charter, shall, with all convenient dispatch, proceed as ordered to Loading Port(s) named in accordance with [Clause 4](#) hereof, or so near thereunto as she may safely get (always afloat), and being seaworthy, and having all pipes, pumps and heater coils in good working order, and being in every respect fitted for the voyage, so far as the foregoing conditions can be attained by the exercise of due diligence, perils of the sea and any other cause of whatsoever kind beyond the Owner's and/or Master's control excepted, shall load (always afloat) from the factors of the Charterer a full and complete cargo of petroleum and/or its products in bulk, not exceeding what she can reasonably stow and carry over and above her bunker fuel, consumable stores, boiler feed, culinary and drinking water, and complement and their effects (sufficient space to be left in the tanks to provide for the expansion of the cargo), and being so loaded shall forthwith proceed, as ordered on signing Bills of Lading, direct to the Discharging Port(s), or so near thereunto as she may safely get (always afloat), and deliver said cargo. If heating of the cargo is requested by the Charterer, the Owner shall exercise due diligence to maintain the temperatures requested.

2. **FREIGHT.** Freight shall be at the rate stipulated in Part I and shall be computed on intake quantity (except deadfreight as per [Clause 3](#)) as shown on the Inspector's Certificate of Inspection. Payment of freight shall be made by Charterer without discount upon delivery of cargo at destination, less any disbursements or advances made to the Master or Owner's agents at ports of loading and/or discharge and cost of insurance thereon. No deduction of freight shall be made for water and/or sediment contained in the cargo. The services of the Petroleum Inspector shall be arranged and paid for by the Charterer who shall furnish the Owner with a copy of the Inspector's Certificate.

3. **DEADFREIGHT.** Should the Charterer fail to supply a full cargo, the Vessel may, at the Master's option, and shall, upon request of the Charterer, proceed on her voyage, provided that the tanks in which cargo is loaded are sufficiently filled to put her in seaworthy condition. In that event, however, deadfreight shall be paid at the rate specified in Part I hereof on the difference between the intake quantity and the quantity the Vessel would have carried if loaded to her minimum permissible freeboard for the voyage.

4. NAMING LOADING AND DISCHARGE PORTS.

(a) The Charterer shall name the loading port or ports at least twenty-four (24) hours prior to the Vessel's readiness to sail from the last previous port of discharge, or from bunkering port for the voyage, or upon signing this Charter if the Vessel has already sailed. However, Charterer shall have the option of ordering the Vessel to the following destinations for wireless orders:

	<i>On a voyage to a port or ports in:</i>
ST. KITTS	Caribbean or U.S. Gulf loading port(s)
PORT SAID	Eastern Mediterranean or Persian Gulf loading port(s)
	(from ports west of Port Said.)

(b) If lawful and consistent with Part I and with the Bills of Lading, the Charterer shall have the option of nominating a discharging port or ports by radio to the Master on or before the Vessel's arrival at or off the following places:

<i>Place</i>	<i>On a voyage to a port or ports in:</i>
LAND'S END	United Kingdom/Continent (Bordeaux/Hamburg range) or Scandinavia (including Denmark)
SUEZ	Mediterranean (from Persian Gulf)
GIBRALTER	Mediterranean (from Western Hemisphere).

(c) Any extra expense incurred in connection with any change in loading or discharging ports (so named) shall be paid for by the Charterer and any time thereby lost to the Vessel shall count as used laytime.

5. LAYDAYS. Laytime shall not commence before the date stipulated in Part I, except with the Charterer's sanction. Should the Vessel not be ready to load by 4:00 o'clock P.M. (local time) on the cancelling date stipulated in Part I, the Charterer shall have the option of cancelling this Charter by giving Owner notice of such cancellation within twenty-four (24) hours after such cancellation date; otherwise this Charter to remain in full force and effect.

6. NOTICE OF READINESS. Upon arrival at customary anchorage at each port of loading or discharge, the Master or his agent shall give the Charterer or his agent notice by letter, telegraph, wireless or telephone that the Vessel is ready to load or discharge cargo, berth or no berth, and laytime, as hereinafter provided, shall commence upon the expiration of six (6) hours after receipt of such notice, or upon the Vessel's arrival in berth (i.e., finished mooring when at a sealoading or discharging terminal and all fast when loading or discharging alongside a wharf), whichever first occurs. However, where delay is caused to Vessel getting into berth after giving notice of readiness for any reason over which Charterer has no control, such delay shall not count as used laytime.

7. HOURS FOR LOADING AND DISCHARGING. The number of running hours specified as laytime in Part I shall be permitted the Charterer as laytime for loading and discharging cargo; but any delay due to the Vessel's condition or breakdown or inability of the Vessel's facilities to load or discharge cargo within the time allowed shall not count as used laytime. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night, time so lost shall not count as used laytime; if the Charterer, shipper or consignee prohibits loading or discharging at night, time so lost shall count as used laytime. Time consumed by the vessel in moving from loading or discharge port anchorage to her loading or discharge berth, discharging ballast water or slops, will not count as used laytime.

8. DEMURRAGE. Charterer shall pay demurrage per running hour and pro rata for a part thereof at the rate specified in Part I for all time that loading and discharging and used laytime as elsewhere herein provided exceeds the allowed laytime elsewhere herein specified. If, however, demurrage shall be incurred at ports of loading and/or discharge by reason of fire, explosion, storm or by a strike, lockout, stoppage or restraint of labor or by breakdown of machinery or equipment in or about the plant of the Charterer, supplier, shipper or consignee of the cargo, the rate of demurrage shall be reduced one-half of the amount stated in Part I per running hour or pro rata for part of an hour for demurrage so incurred. The Charterer shall not be liable for any demurrage for delay caused by strike, lockout, stoppage or restraint of labor for Master, officers and crew of the Vessel or tugboat or pilots.

9. SAFE BERTHING-SHIFTING. The vessel shall load and discharge at any safe place or wharf, or alongside vessels or lighters reachable on her arrival, which shall be designated and procured by the Charterer, provided the Vessel can proceed thereto, lie at, and depart therefrom always safely afloat, any lighterage being at the expense, risk and peril of the Charterer. The Charterer shall have the right of shifting the Vessel at ports of loading and/or discharge from one safe berth to another on payment of all towage and pilotage shifting to next berth, charges for running lines on arrival at and leaving that berth, additional agency charges and expense, customs overtime and fees, and any other extra port charges or port expenses incurred by reason of using more than one berth. Time consumed on account of shifting shall count as used laytime except as otherwise provided in [Clause 15](#).

10. PUMPING IN AND OUT. The cargo shall be pumped into the Vessel at the expense, risk and peril of the Charterer, and shall be pumped out of the Vessel at the expense of the Vessel, but at the risk and peril of the Vessel only so far as the Vessel's permanent hose connections, where delivery of the cargo shall be taken by the Charterer or its consignee. If required by Charterer, Vessel after discharging is to clear shore pipe lines of cargo by pumping water through them and time consumed for this purpose shall apply against allowed laytime. The Vessel shall supply her pumps and the necessary power for discharging in all ports, as well as necessary hands. However, should the Vessel be prevented from supplying such power by reason of regulations prohibiting fires on board, the Charterer or consignee shall supply, at its expense, all power necessary for discharging as well as loading, but the Owner shall pay for power supplied to the Vessel for other purposes. If cargo is loaded from lighters, the Vessel shall furnish steam at Charterer's expense for pumping cargo into the Vessel, if requested by the Charterer, providing the Vessel has facilities for generating steam and is permitted to have fires on board. All overtime of officers and crew incurred in loading and/or discharging shall be for account of the Vessel.

11. HOSES: MOORING AT SEA TERMINALS. Hoses for loading and discharging shall be furnished by the Charterer and shall be connected and disconnected by the Charterer, or, at the option of the Owner, by the Owner at the Charterer's risk and expense. Laytime shall continue until the hoses have been disconnected. When Vessel loads or discharges at a sea terminal, the Vessel shall be properly equipped at Owner's expense for loading or discharging at such place, including suitable ground tackle, mooring lines and equipment for handling submarine hoses.

12. DUES-TAXES-WHARFAGE. The Charterer shall pay all taxes, dues and other charges on the cargo, including but not limited to Customs overtime on the cargo, Venezuelan Habilitation Tax, C.I.M. Taxes at Le Havre and Portuguese Imposto de Comercio Maritime. The Charterer shall also pay all taxes on freight at loading or discharging ports and any unusual taxes, assessments and governmental charges which are not presently in effect but which may be imposed in the future on the Vessel or freight. The Owner shall pay all dues and other charges on the Vessel (whether or not such dues or charges are assessed on the basis of quantity of cargo), including but not limited to French droits de quai and Spanish derramas taxes. The Vessel shall be free of charges for the use of any wharf, dock, place or mooring facility arranged by the Charterer for the purpose of loading or discharging cargo; however, the Owner shall be responsible for charges for such berth when used solely for Vessel's purposes, such as awaiting Owner's orders, tank cleaning, repairs, etc. before, during or after loading or discharging.

13. (a). CARGOES EXCLUDED VAPOR PRESSURE. Cargo shall not be shipped which has a vapor pressure at one hundred degrees Fahrenheit (100°F.) in excess of thirteen and one-half pounds (13.5 lbs.) as determined by the current A.S.T.M. Method (Reid) D-323.

(b) FLASH POINT. Cargo having a flash point under one hundred and fifteen degrees Fahrenheit (115°F.) (closed cup) A.S.T.M. Method D-56 shall not be loaded from lighters but this clause shall not restrict the Charterer from loading or topping off Crude Oil from vessels or barges inside or outside the bar at any port or place where bar conditions exist.

14. (a). ICE. In case port of loading or discharge should be inaccessible owing to ice, the Vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available, the Charterers, shipper or consignee, who is bound to telegraph or radio orders for another port, which is free from ice and where there are facilities for the loading or reception of the cargo in bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge, as the case may be, shall be paid for by the Charterer at the demurrage rate stipulated in Part I.

(b) If on account of ice the Master considers it dangerous to enter or remain at any loading or discharging place for fear of the Vessel being frozen in or damaged, the Master shall communicate by telegraph or radio, if available, with the Charterer, shipper or consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per [Clause 14 \(a\)](#) where there is no danger of ice and where there are the necessary facilities for the loading or reception of the cargo in bulk, or to remain at the original port at their risk, and in either case Charterer to pay for the time that the Vessel may be delayed, at the demurrage rate stipulated in Part I.

15. TWO OR MORE PORTS COUNTING AS ONE. To the extent that the freight rate standard of reference specified in Part I F hereof provides for special groupings or combinations of ports or terminals, any two or more ports or terminals within each such grouping or combination shall count as one port for purposes of calculating freight and demurrage only, subject to the following conditions:

(a) Charterer shall pay freight at the highest rate payable under Part I F hereof for a voyage between the loading and discharge ports used by Charterer.

(b) All charges normally incurred by reason of using more than one berth shall be for Charterer's account as provided in [Clause 9](#) hereof.

(c) Time consumed shifting between the ports or terminals within the particular grouping or combination shall not count as used laytime.

(d) Time consumed shifting between berths within one of the ports or terminals of the particular grouping or combination shall count as used laytime.

16. GENERAL CARGO. The Charterer shall not be permitted to ship any packaged goods or non-liquid bulk cargo of any description; the cargo the Vessel is to load under this Charter is to consist only of liquid bulk cargo as specified in [Clause 1](#).

17. (a). QUARANTINE. Should the Charterer send the Vessel to any port or place where a quarantine exists, any delay thereby caused to the Vessel shall count as used laytime; but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay.

(b) FUMIGATION. If the Vessel, prior to or after entering upon this Charter, has docked or docks at any wharf which is not rat-free or stegomyia-free, she shall, before proceeding to a rat-free or stegomyia-free wharf, be fumigated by the Owner at his expense, except that if the Charterer ordered the Vessel to an infected wharf the Charterer shall bear the expense of fumigation.

18. CLEANING. The Owner shall clean the tanks, pipes and pumps of the Vessel to the satisfaction of the Charterer's Inspector. The Vessel shall not be responsible for any admixture if more than one quality of oil is shipped, nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (a) unseaworthiness existing at the time of loading or at the inception of the voyage which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.

19. GENERAL EXCEPTIONS CLAUSE. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from:- any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property;

wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer or Owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault of privity of the Owner. And neither the Vessel nor Master or Owner, nor the Charterer, shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder, arising or resulting from:- Act of God; act of war; perils of the seas; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; or seizure under legal process provided bond is promptly furnished to release the Vessel or cargo; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion.

20. ISSUANCE AND TERMS OF BILLS OF LADING

(a) The Master shall, upon request, sign Bills of Lading in the form appearing below for all cargo shipped but without prejudice to the rights of the Owner and Charterer under the terms of this Charter. The Master shall not be required to sign Bills of Lading for any port which, the Vessel cannot enter, remain at and leave in safety and always afloat nor for any blockaded port.

(b) The carriage of cargo under this Charter Party and under all Bills of Lading issued for the cargo shall be subject to the statutory provisions and other terms set forth or specified in sub-paragraphs (i) through (vii) of this clause and such terms shall be incorporated verbatim or be deemed incorporated by the reference in any such Bill of Lading. In such sub-paragraphs and in any Act referred to therein, the word "carrier" shall include the Owner and the Chartered Owner of the Vessel.

(i) **CLAUSE PARAMOUNT.** This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Acts of the United States, approved April 16, 1936, except that if this Bill of Lading is issued at a place where any other Act, ordinance or legislation gives statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels, August 1924, then this Bill of Lading shall have effect, subject to the provisions of such Act, ordinance or legislation. The applicable Act, ordinance or legislation (hereinafter called the "Act") shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Act. If any term of this Bill of Lading be repugnant to the Act to any extent, such term shall be void to that extent but no further.

(ii) **JASON CLAUSE.** 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 Owner is not responsible, by statute, contract or otherwise, the cargo shippers, consignees or owners of the cargo shall contribute with the Owner 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 ship is owned or operated by the Owner, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Owner or his agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the carrier before delivery.

(iii) **GENERAL AVERAGE.** General Average shall be adjusted, stated and settled according to York/Antwerp Rules 1950 and, as to matters not provided for by those rules, according to the laws and usages at the port of New York or at the port of London, whichever place is specified in Part I of this Charter. If a General Average statement is required, it shall be prepared at such port or place in the United States or United Kingdom, whichever country is specified in Part I of this Charter, as may be selected by the Owner, unless otherwise mutually agreed, by an Adjuster appointed by the Owner and approved by the Charterer. Such Adjuster shall attend to the settlement and the collection of the General Average, subject to customary charges. General Average Agreements and/or security shall be furnished by Owner and/or Charterer, and/or Owner and/or Consignee of cargo, if requested. Any cash deposit being made as security to pay General Average and/or salvage shall be remitted to the Average Adjuster and shall be held by him at his risk in a special account in a duly authorized and licensed bank at the place where the General Average statement is prepared.

(iv) **BOTH TO BLAME.** If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Owner in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder shall indemnify the Owner against all loss or liability to the other or non-carrying ship 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 recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner. The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or object are at fault in respect of a collision or contact.

(v) **LIMITATION OF LIABILITY.** Any provision of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force.

(vi) **WAR RISKS.** (a) If any port of loading or of discharge named in this Charter Party or to which the Vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or

(b) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or prohibited or (b) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or discharge-the Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charter Party (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owner's discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In the latter event the Owners shall have a lien on the cargo for all such extra expenses.

(c) The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any otherwise whatsoever given by the government of the nations under whose flag the Vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation. If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or Cargo Owners and the Owners shall have a lien on the cargo for freight and all such expenses.

(vii) **DEVIATION CLAUSE.** The Vessel shall have liberty to call at any ports in any order, to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property or of landing any ill or injured person on board, and to call for fuel at any port or ports in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the Owner.

21. **LIEN.** The Owner shall have an absolute lien on the cargo for all freight, deadfreight, demurrage and costs, including attorney fees, of recovering the same, which lien shall continue after delivery of the cargo into the possession of the Charterer, or of the holders of any Bills of Lading covering the same or of any storageman.

22. **AGENTS.** The Owner shall appoint Vessel's agents at all ports.

23. **BREACH.** Damages for breach of this Charter shall include all provable damages, and all costs of suit and attorney fees incurred in any action hereunder.

24. **ARBITRATION.** Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration in the City of New York or in the City of London whichever place is specified in Part I of this charter pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon any officer of the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon an officer of the first moving party within twenty days of the service of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person with precisely the same force and effect as if said second arbitrator has been appointed by the other party. In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above-mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearings either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to this clause may include costs, including a reasonable allowance for attorney's fees, and

judgement may be entered upon any award made hereunder in any Court having jurisdiction in the premises.

25. SUBLET. Charterer shall have the right to sublet the Vessel. However, Charterer shall always remain responsible for the fulfilment of this Charter in all its terms and conditions.

26. OIL POLLUTION CLAUSE. Owner agrees to participate in Charterer's program covering oil pollution avoidance. Such program prohibits discharge overboard of all oily water, oily ballast or oil in any form of a persistent nature, except under extreme circumstances whereby the safety of the vessel, cargo or life at sea would be imperilled. Upon notice being given to the Owner that Oil Pollution Avoidance controls are required, the Owner will instruct the Master to retain on board the vessel all oily residues from consolidated tank washings, dirty ballast, etc., in one compartment, after separation of all possible water has taken place. All water separated to be discharged overboard. If the Charterer requires that demulsifiers shall be used for the separation of oil/water, such demulsifiers shall be obtained by the Owner and paid for by Charterer. The oil residues will be pumped ashore at the loading or discharging terminal, either as segregated oil, dirty ballast or co-mingled with cargo as it is possible for Charterers to arrange. If it is necessary to retain the residue on board co-mingled with or segregated from the cargo to be loaded, Charterers shall pay for any deadfreight so incurred. Should it be determined that the residue is to be co-mingled or segregated on board, the Master shall arrange that the quantity of tank washings be measured in conjunction with cargo suppliers and a note of the quantity measured made in the vessel's ullage record. The Charterer agrees to pay freight as per the terms of the Charter Party on any consolidated tank washings, dirty ballast, etc., retained on board under Charterer's instructions during the loaded portion of the voyage up to a maximum of 1% of the total deadweight of the vessel that could be legally carried for such voyage. Any extra expenses incurred by the vessel at loading or discharging port in pumping ashore oil residues shall be for Charterer's account, and extra time, if any, consumed for this operation shall count as used laytime.



BILL OF LADING

Shipped in apparent good order and condition by

on board the Steamship/Motorship

whereof is Master, at the port of

to be delivered at the port of

or so near thereto as the Vessel can safely get, always afloat, unto

or order on payment of freight at the rate of

This shipment is carried under and pursuant to the terms of the charter/contract dated London/New York

between and , as

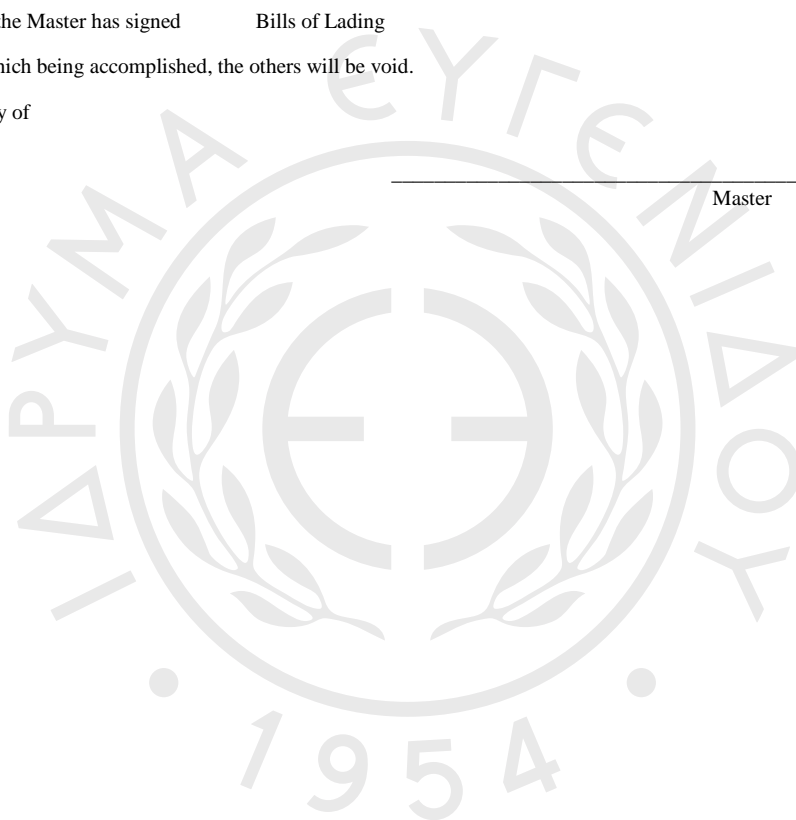
Charterer, and all the terms whatsoever of the said charter/contract except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this shipment.

In witness whereof the Master has signed Bills of Lading

of this tenor and date, one of which being accomplished, the others will be void.

Dated at this day of

Master



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BIMCO

Date and place _____
It is this day mutually agreed, between _____
_____ Owners* / Disponent Owners* of the m.v. _____
_____ Self / Non-Self Trimming Bulk Carrier* / Tween Decker*,
Call Sign _____, Built _____ at _____ of _____
_____ metric tons deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of _____
_____ cubic metres (including _____ cubic metres in self-bleeding wing spaces) classed _____
in _____ now _____

(insert Vessel's itinerary) and _____
of _____ Charterers.

**Delete as appropriate*

1. Loading Port(s)

That the said Vessel, being tight, staunch, strong and in every way fit for the voyage, shall with all due despatch proceed to the port(s) of _____ or alternatively safe port(s) within the range _____ and there load at _____ safe loading berth(s) and/or safe anchorage(s) in the Charterers' option, always afloat, a full and complete cargo*/part cargo*/quantity* of _____ (commodity) in bulk of _____ metric tons _____ percent more or less, quantity at the Owners' option.

**Delete as appropriate.*

2. Notice and Loading Port Orders

The Master or the Owners shall give the Charterers or their Agents in writing at _____
(contact address)

15 and 7 days notice of the Vessel's expected readiness to load date, and approximate quantity of cargo required with the 15 days notice, such quantity to be based on a cargo of Heavy Grain, unless the cargo composition has been declared or indicated.

The Charterers are to be kept continuously advised by telex/fax of any alteration in the Vessel's readiness to load date. Master to apply to the contact address for first or sole loading port orders 6 days before Vessel's expected readiness to load date but not sooner than 6 days before the laydays in [Clause 4](#) and Charterers or their Agents are to give orders for first or sole loading port within three days of receipt of Master's application. If the Charterers fail to give such first or sole loading port orders within said three days then any time lost and/or additional bunkers used shall be for the Charterers' account. Orders for the second or subsequent port of loading if used to be given to the Master not later than upon the Vessel's arrival at the first loading port, unless already in the port of loading, in which case to be given to the Master not later than upon completion of her previous employment or works. Master to give Charterers or their Agents 72 and 24 hours notice in writing of Vessel's estimated time of arrival at the first or sole loading port together with the Vessel's estimated date of readiness to load. In all instances the Vessel's expected date of readiness to load is based on all going well, unforeseen circumstances always excepted.

3. Vessel Inspection

The Vessel shall pass the inspections of the relevant Port, State or National Authority and/or Grain Inspection Bureau at the first or sole port or place of loading, certifying the Vessel's readiness in all compartments to be loaded with the cargo covered by this Charter Party. If the Vessel completes loading at a port in a different country than the first loading port, she shall pass the inspections of such subsequent national and/or regulatory bodies as may be required. The cost of such inspections shall be borne by the Owners and should the Vessel fail to pass inspections, the time from such failure until the Vessel has been passed shall not count as laytime or time on demurrage. Unless the conditions of [Clause 18\(b\)](#) apply the Master's notice of readiness at the first or sole loading port, shall be accompanied by the certificates issued in accordance with this Clause.

4. Laydays/Cancelling

(a) Laydays for loading shall not commence before _____ (time) on _____ (date).

(b) Should the Vessel's notice of readiness not be validly tendered as per [Clause 18](#) (Time Counting) before 1600 on _____ (date) the Charterers have the option of cancelling this Charter Party any time thereafter, but not later than one hour after the tender of notice of readiness as per [Clause 18](#) (Time Counting).

**(c) If, prior to tendering notice of readiness, the Vessel's cancelling date has already passed or the Vessel is ready to begin her voyage to the loading port (whichever first occurs) and in the ordinary course of events would be unable to tender notice before the cancelling date, the Owners having given a revised date of expected readiness to load, may require the Charterers to declare whether they elect to cancel the Charter Party and the Charterers shall be given up to 48 running hours to make this declaration. Should the Charterers elect not to cancel, the cancelling date shall be extended by three running days, Sundays and holidays excluded, from the Vessel's revised date of expected readiness to load. This provision shall be without prejudice to any claim the Charterers may have as to the Owners' possible misrepresentations of the expected date of readiness to load and/or laydays/cancelling dates contained herein.*

**[Sub-clause 4\(c\)](#) is optional and shall not apply unless agreed to by the parties and so indicated by marking the following*

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Box _____	60
5. Destination	61
On being so loaded, the Vessel shall proceed with all due despatch to the following port(s) _____	62
_____ as ordered by the Charterers, and deliver the cargo, according to Bills	63
of Lading at _____ safe discharging berth(s) and/or	64
anchorage(s) in Charterers' option, the Vessel being always afloat on having been paid freight as per Clauses 8 (Freight)	65
and 9 (Freight Payment).	66
<i>Discharging Port Orders</i>	67
The Master shall apply in writing to _____ for first or	68
sole discharging port orders 96 hours before the Vessel is due off/at _____	69
and they are to give first or sole discharging port orders in writing within 48 hours of receipt of the Master's application	70
unless given earlier. If such first or sole discharging port orders are not given within said 48 hours then any time lost and/	71
or additional bunkers used shall be for the Charterers' account.	72
The Charterers or their Agents shall give the Master/Owners orders for second and/or subsequent port(s) of discharge not	73
later than the Vessel's arrival at first port.	74
The Master/Owners shall give the Charterers or their Agents 48 and 24 hours notice in writing of the Vessel's estimated	75
time of arrival at first or sole discharging port. The Charterers or their Agents are to be kept continuously advised of any	76
alterations in such estimated time of arrival.	77
6. Rotation of Ports	78
Rotation of loading ports is to be in Owners'*/Charterers'* option.	79
Rotation of discharging ports is to be in Owners'*/Charterers'* option, but if more than two (2) ports of discharge are used	80
rotation is to be geographic _____ to _____	81
<i>*Delete as appropriate.</i>	82
7. Bills of Lading	83
The Master shall sign Bills of Lading as presented on the GRAINCONBILL Bill of Lading form, in accordance with mate's	84
receipts, without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master elects to delegate the	85
signing of Bills of Lading to the Vessel's agents he shall give them authority to do so in writing, copy of which is to be	86
furnished to the Charterers if so required.	87
8. Freight	88
Freight shall be paid in US Dollars per ton of 1,000 Kilos.	89
Charterers shall bear all bank charges incurred in paying freight to the account stated in Clause 9 .	90
The freight rate shall be USD _____	91
Charterers have the option of ordering the Vessel to load at _____	92
in which case the freight rate shall be USD _____	93
Charterers have the option of ordering the Vessel to discharge at _____	94
in which case the freight rate shall be USD _____	95
If more than one port of loading and/or discharging is used, the freight rate shall be increased by USD _____ for	96
each additional loading and/or discharging port on the entire cargo.	97
9. Freight Payment	98
Freight shall be deemed earned as cargo is loaded on board, without discount and non-returnable, Vessel and/or cargo	99
lost or not lost.	100
*(a) Freight shall be fully paid on release of signed Bills of Lading marked "freight payable as per Charter Party" at	101
(state place)	102
to the bank account _____	103
_____ (state bank account details) on Bill of Lading weight.	104
If required by the Charterers, the Owners undertake to endorse Bills of Lading "freight paid" immediately upon receipt of	105
advice from the Owners' bank that freight has been paid.	106
Once the Bills of Lading have been signed, and the Charterers call for release of Original Bills of Lading against receipt of	107
freight, it will be incumbent upon the Owners or their Agents to comply immediately with such call for release during office	108
hours, Mondays to Fridays inclusive.	109
*(b) _____ per cent. of freight shall be paid on Bills of Lading weight within _____ banking days on release	110
of Bills of Lading marked "freight payable as per Charter Party" at _____	111
(state place) to the bank account _____	112
(state bank account details).	113
Balance of freight is to be paid upon right and true delivery of the cargo after receipt by Charterers of copies of relevant	114
Statements of Fact and Notices of Readiness along with settlement of demurrage/despatch accounts at loading/discharging	115
ports or within 30 days after completion of discharging, whichever is earlier.	116
<i>*Delete as appropriate.</i>	117

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10. Cost of Loading and Discharging	118
Cargo is to be loaded and spout trimmed to the Master's satisfaction in respect of seaworthiness, free of risk and expense to the Vessel. Any manual or mechanical trimming over and above spout trimming required by the Vessel shall be for the Owners' account. Cargo is to be discharged to the Master's satisfaction in respect of seaworthiness, free of risk and expense to the Vessel.	119 120 121 122
11. Stevedores at Loading Port(s) and Discharging Port(s)	123
Stevedores (including crane-drivers/winch-men) at loading and discharging port(s) shall be appointed and paid for by the Charterers.	124 125
In all cases, stevedores shall be deemed to be the servants of the Owners*/Charterers* and shall work under the supervision of the Master.	126 127
<i>*Delete as appropriate.</i>	128
12. Cargo Spaces	129
Cargo shall be loaded in unobstructed main holds only, unless the Owners require, solely for trim and stability purposes, cargo to be loaded into wing spaces, always provided the cargo can bleed into centre holds. Wing spaces are to be spout trimmed; any further trimming in wing spaces and any additional expenses in loading or discharging to be for the Owners' account and additional time so used is not to count as laytime or time on demurrage.	130 131 132 133
13. Overtime	134
(a) Expenses	135
(i) All overtime expenses at loading and discharging ports shall be for account of the party ordering same.	136
(ii) If overtime is ordered by port authorities or the operators of the loading and/or discharging terminal or facility, all overtime expenses are to be equally shared between the Owners and the Charterers.	137 138
(iii) Overtime expenses for the Vessel's officers and crew shall always be for the Owners' account.	139
(b) Time Counting	140
If overtime ordered by the Owners be worked during periods excepted from laytime the actual time used shall count; if ordered by the Charterers, the actual time used shall not count; if ordered by port authorities or the operators of the loading and/or discharging terminal or facility half the actual time used shall count.	141 142 143
14. Separations	144
*(a) The laying of cargo separations, including their removal from the Vessel and their proper disposal ashore, shall be for the Charterers' account and risk and all time used shall count as laytime or time on demurrage. Separations ordered by the Charterers shall be made to the Master's satisfaction and must comply with the requirements of the competent authorities. Any claims arising out of or in connection with the commingling and/or admixing and/or contamination of the cargoes shall be the Charterers' responsibility.	145 146 147 148 149
*(b) The laying of cargo separations required by the Owners shall be for the Owners' account and risk and time lost shall not count as laytime or time on demurrage. Any claims arising out of or in connection with the commingling and/or admixing and/or contamination of the cargoes shall be the Owners' responsibility.	150 151 152
<i>*Delete as appropriate.</i>	153
15. Securing	154
*(a) For the Owners' account	155
Any securing required for safe trim/stowage to be supplied by and paid for by the Owners, and time so used shall not count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) shall be at the Owners' expense, and time actually lost shall not count.	156 157 158
*(b) For the Charterers' account	159
Any securing required for safe trim/stowage to be supplied by and paid for by the Charterers, and time so used shall count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) shall be at the Charterers' expense, and time actually lost shall count.	160 161 162
<i>*Delete as appropriate.</i>	163
16. Fumigation	164
If after loading has commenced, and at any time thereafter until completion of discharge, the cargo is required to be fumigated in the Vessel's holds, the Owners are to permit same to take place at the Charterers' risk and expense. If local authorities require the crew to be accommodated ashore as a result of fumigation, all associated expenses shall be for the Charterers' account.	165 166 167 168
The Charterers warrant that the fumigants used will not expose the Vessel's personnel to any known health hazards, and will comply with current IMO regulations.	169 170
Time lost to the Vessel shall count as laytime or time on demurrage.	171
17. Opening/Closing Hatches	172
At each loading and discharging port, the first opening and last closing of hatches shall be performed by the crew, provided shore regulations permit, otherwise shore labour shall be employed at Charterers' risk and expense. Cost of all other	173 174

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opening and closing of hatches shall be for the Charterers' account.

18. Time Counting

(a) Notice of Readiness

Notification of the Vessel's readiness to load and discharge at the first or sole loading and discharging port shall be tendered in writing at the office of Charterers or their Agents between 0900 and 1700 on all days except Sundays (or the local equivalent) and holidays, and between 0900 and 1200 on Saturdays (or the local equivalent). Such notice of readiness shall be tendered when the Vessel is in the loading or discharging berth, if vacant, failing which from a lay-by berth or customary anchorage or waiting place within limits of the port, or otherwise as provided in [Clause 18 \(b\)](#) hereunder.

(b) Waiting for Berth Outside Port Limits

If the Vessel is prevented from entering the limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay-by berth or anchorage or waiting place is not available within the port limits, or as a result of waiting for the Charterers' orders, or pursuant to the orders of the Charterers or any competent official body or authority, and the Master warrants that the Vessel is physically ready in all respects to load or discharge, he may tender Vessel's notice of readiness in writing from the customary anchorage or waiting place outside the limits of the port, whether in free pratique or not, whether customs cleared or not. If after entering the limits of the loading port, the Vessel fails to pass inspections as per [Clause 3](#) any time so lost shall not count as laytime or time on demurrage from the time the Vessel fails inspections until she is passed.

(c) Commencement of Laytime

Following receipt of notice of readiness laytime will commence at 0800 on the next day not excepted from laytime. Time actually used before commencement of laytime shall count.

Regardless of whether a valid notice of readiness has been tendered laytime or time on demurrage shall begin at 0800 on the next day not excepted from laytime following the commencement of loading or discharging of the cargo.

(d) Subsequent Ports

At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from the Vessel's arrival within the limits of the port or as provided in [Clause 18 \(b\)](#) if applicable.

19. Laytime

**(a) Total laytime for loading and discharging*

The Vessel shall be loaded and discharged within _____ working days of twenty-four (24) consecutive hours each, weather permitting, Sundays (or the local equivalent) and holidays excepted, unless used, in which event time used shall count.

**(b) Separate laytime for loading and discharging*

(i) The Vessel shall be loaded at the average rate of _____ metric tons per day*/within _____ working days of twenty-four (24) consecutive hours each*, weather permitting, Sundays (or the local equivalent) and holidays excepted, unless used, in which event time used shall count.

(ii) The Vessel shall be discharged at the average rate of _____ metric tons per working day of twenty-four (24) consecutive hours, calculated on the basis of the Bill of Lading weight, weather permitting, Sundays (or the local equivalent) and holidays excepted, unless used, in which event time used shall count.

(c) Notwithstanding any custom of the port to the contrary, Saturdays (or the local equivalent) shall not count as laytime at loading and discharging port or ports where stevedoring labour and/or grain handling facilities are unavailable on Saturdays (or the local equivalent) or available only at overtime and/or premium rates.

In ports where only part of Saturdays (or the local equivalent) is affected by such conditions, as described above, laytime shall count until the expiration of the last straight time period. Where six or more hours of work are performed at normal rates, Saturday (or the local equivalent) shall count as a full layday.

(d) In the event that the Vessel is waiting for a loading or discharging berth, no time is to be deducted during such period for reasons of weather unless the vessel occupying the loading or discharging berth in question is actually prevented from working due to weather conditions in which case time so lost is not to count.

**Delete as appropriate.*

20. Demurrage/Despatch

On expiry of laytime, demurrage at loading and/or discharging ports is to be paid at the rate of _____ per day or pro rata for part of a day and shall be paid by the Charterers. Despatch shall be paid by the Owners at half the demurrage rate for all laytime saved at loading and/or discharging ports.

Any time lost for which the Owners are not responsible, shall count as laytime, until same has expired, thereafter as time on demurrage.

21. Shifting

(a) Shifting expenses and time

(i) The cost of shifting between loading berths and the cost of shifting between discharging berths and/or anchorages, including bunker fuel used, shall be for the Owners'*/Charterers'* account. Laytime or time on demurrage used in shifting shall count.

(ii) If the Vessel is required to shift from one loading or discharging berth and/or anchorage to a lay-by berth or anchorage

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due to subsequent loading or discharging berth(s) not being available, all such shifting expenses, as defined above	234
Shall be for the Owners'*/Charterers'* account. Laytime or time on demurrage used in shifting shall count.	235
(iii) If the Vessel shifts from the anchorage or waiting place outside the port limits either directly to the first loading or	236
discharging berth and/or anchorage or to a lay-by berth or anchorage within the port limits, the cost of that shifting	237
shall be for the Owners' account and time so used shall not count even if the Vessel is on demurrage.	238
(iv) The cost of shifting from lay-by berth or anchorage within the port limits to first loading or first discharging berth and/	239
or anchorage shall be for the Owners' account, and time so used shall count as laytime or time on demurrage.	240
(v) Warping, if required, to facilitate loading and discharging operations shall be performed by crew, provided shore	241
labour permits, at the Owners' expense, otherwise shore labour to be used at the Charterers' expense. Laytime or	242
time on demurrage used in warping shall count, but not to be considered as shifting.	243
(b) <i>Shifting in and out of the same berth</i>	244
Unless required by the Owners, should the Vessel be ordered to shift out of the loading berth and/or anchorage or the	245
discharging berth and/or anchorage and back to the same berth, one berth shall be deemed to have been used. All	246
shifting expenses incurred shall be for the account of the Charterers and time used in shifting shall count as laytime or	247
time on demurrage. In the event such shifting was caused by any act, neglect, default or omission on the part of the Vessel	248
or her Owners the shifting expenses shall be for the Owners' account. Time used shall not count as laytime but it shall count	249
as time on demurrage.	250
(c) Overtime expenses for the Vessel's officers and crew shall always be for the Owners' account.	251
<i>*Delete as appropriate.</i>	252
22. Gear and Lights	253
If required, the Master shall give free use of the Vessel's cargo gear, including runners, ropes and slings as on board, and	254
power to operate the same.	255
Unless caused by stevedores' negligence, time lost by breakdown of the Vessel's cargo handling gear or motive power	256
essential to the loading or discharging of this cargo – pro rata to the total number of cranes/winches available for the	257
loading/discharging of cargo under this Charter Party – shall not count as laytime or time on demurrage. Any stevedore	258
standby time charges incurred as a consequence thereof shall be for Owners' account.	259
If required by the Charterers or in Owners' option, shore equipment may be hired in lieu of faulty cargo handling gear or	260
motive power, the cost of which to be for the Owners' account, but in such case time to count as laytime or time on	261
demurrage.	262
If required, the Master shall give free use of the Vessel's lighting as on board for night work.	263
23. Seaworthy Condition	264
If loaded or discharged at two or more berths and/or anchorages and/or ports, the Vessel shall at the Charterers' expense	265
be left in seaworthy condition, to the Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea	266
Convention) for the passage between such berths and/or ports, and time used for placing the Vessel in seaworthy condition	267
shall count as laytime or time on demurrage.	268
24. Draft/Lighterage	269
The Owners warrant that the Vessel's deepest Salt Water*/Brackish Water*/Fresh Water* draft on completion of loading	270
shall not exceed _____ metres and _____ metres at first or sole discharging port.	271
Should the Vessel be ordered to discharge at a place where there is insufficient water for the Vessel to get the first tide after	272
arrival without lightening and lie always afloat at a safe anchorage for similar vessels bound for such a place, time shall	273
count as per Clause 18 and any lighterage expenses incurred to enable the Vessel to reach the place of discharge shall be	274
at the expense and risk of the Charterers, notwithstanding any custom of the port or place to the contrary, but time used	275
actually proceeding from the anchorage to the discharging berth shall not count as laytime or time on demurrage.	276
Unless loading and/or discharging ports are named in this Charter Party, the Charterers shall be responsible for providing	277
a safe port/safe berths/safe anchorage of loading and/or discharging, the Owners having complied with the maximum draft	278
limitations in accordance with lines 270/271. In all instances the Charterers shall be responsible for providing a safe berth	279
or anchorage for loading and discharging.	280
<i>*Delete as appropriate.</i>	281
25. Port Costs and/or Taxes	282
(a) The Owners shall pay all port costs, dues, charges and taxes customarily levied on the Vessel, howsoever the amount	283
thereof may be assessed.	284
(b) The Charterers shall pay all port costs, dues, charges, duties and taxes customarily levied on the cargo, howsoever the	285
amount thereof may be assessed.	286
(c) Taxes levied on the freight, if applicable, shall be for the Owners' account.	287
26. Certificates	288
The Vessel shall have valid certificates evidencing compliance with all safety-, health-, environmental- and other statutory	289
rules, regulations and internationally recognised requirements as are necessary to ensure safe and unhindered loading,	290
performance of the voyage and discharge of the cargo.	291

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Any time lost on account of the Vessel's non-compliance with Government and/or State regulations shall not count as laytime or time on demurrage.	292
	293
27. Agents	294
The Owners*/Charterers* shall nominate agents at loading port(s) and the Owners*/Charterers* shall nominate agents at discharging port(s).	295
	296
The Owners shall appoint agents as nominated above. In all instances, agency fees shall be for the Owners' account but shall not exceed customary applicable fees.	297
<i>*Delete as appropriate.</i>	298
	299
28. Strikes, Stoppages, etc.	300
If the cargo cannot be loaded or discharged by reason of riots, civil commotions or of a strike or lock-out of any class of workmen essential to the loading or discharging of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by riots, civil commotions or a strike or lock-out on the railway or in the docks or other loading or discharging places, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a strike or lock-out of shippers' and/or receivers' men shall not interrupt laytime if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the strike or lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage shall be made by the Charterers or the Owners of the Vessel. For the purpose, however, of settling despatch rebate accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading, or discharging, as the case may be.	301
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29. Ice	311
The Vessel shall not be obliged to force ice but, subject to the Owners' approval and having due regard to its size, construction and class, may follow ice-breakers when reasonably required.	312
<i>Port of Loading</i>	313
	314
(a) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.	315
	316
If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the Charter Party were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.	317
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(b) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.	322
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<i>Port of Discharge</i>	328
(a) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.	329
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	332
If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.	333
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(b) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.	336
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(c) On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.	342
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30. Extra Insurance	346
Any extra insurance on cargo actually paid by the Charterers owing to Vessel's age, class or flag shall be for the Owners' account up to a maximum of _____ but the rates and terms shall not exceed the minimum quoted	347
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in the current advisory schedules of basic additional premiums payable as a result of any of the above reasons for shipments by vessels held covered in London in the Institute Classification Clause. Any such premium may be deducted from the	349
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freight. The Charterers shall provide evidence of payment supporting such deduction.	351
31. P&I Bunker Clause	352
The Vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charter Party and may there take oil bunkers in any quantity in the discretion of the Owners even to the full capacity of bunker tanks and deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.	353 354 355 356 357 358
32. Deviation	359
Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed an infringement or breach of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.	360 361
33. Lien and Cesser	362
The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo for freight, deadfreight, demurrage, general average contributions and for all other amounts due under this Charter Party including costs of recovering same.	363 364 365
The Charterers' liability under this Charter Party is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage, and except for all other matters provided for in this Charter Party where the Charterers' responsibility is specified.	366 367 368
34. General Clause Paramount	369
The International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 24 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Charter Party. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.	370 371 372 373 374
When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Charter Party save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.	375 376 377 378
The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Charter Party.	379 380
The Owner shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.	381 382
35. Mutual Exceptions	383
Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, arrest or restraint of princes, rulers and peoples or any other events whatsoever which cannot be avoided or guarded against.	384 385 386
36. Both-to-Blame Collision Clause	387
If the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:	388 389
"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 goods 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 the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods 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 Owners.	390 391 392 393 394 395 396
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 to a collision or contact."	397 398
The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.	399
37. General Average/New Jason Clause	400
General Average shall be adjusted according to the York/Antwerp Rules 1994 and any subsequent modification thereof and shall be settled in _____. Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	401 402 403
"In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for the consequences of which, the Owners are not responsible, by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods 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	404 405 406 407

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incurred and shall pay salvage and special charges incurred in respect of the goods.

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 goods, shippers, consignees or owners of the goods to the Owners before delivery."

The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

38. War Risks ("Voywar 1993")

(a) For the purpose of this Clause, the words:

- (i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) 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 Charter Party, 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 Charter Party, 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 Charter Party 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 on board 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 Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(c) 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 Charter Party. 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 carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

(e) The Vessel shall have liberty:-

- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or anybody or group acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

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(iv)	to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	468 469
(v)	to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;	470 471
(vi)	where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.	472 473 474
(f)	If in compliance with any of the provisions of sub-clauses (b) to (e) of this Clause anything is done or not done, such Shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	475 476
39. Address Commission		477
	An address commission of _____ per cent. on gross freight, deadfreight and demurrage is due to Charterers at the time freight and/or demurrage is paid, Vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.	478 479 480
40. Brokerage		481
	A brokerage of _____ per cent. on gross freight, deadfreight, and demurrage is payable by the Owners to _____ (broker(s) name) at the time of receiving freight payment and/or demurrage payment(s), Vessel lost or not lost. In case of non-execution, one third 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.	482 483 484 485 486
41. Notices		487
	(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.	488 489
	(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	490 491 492
42. Dispute Resolution Clause		493
	*(a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	494 495 496 497 498
	The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	499 500 501 502 503 504 505 506
	Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	507 508
	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	509 510 511
	*(b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	512 513 514 515 516 517
	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	518 519 520
	*(c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	521 522 523
	(d) Notwithstanding 42(a), 42(b) or 42(c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.	524 525
	In the case of a dispute in respect of which arbitration has been commenced under 42(a), 42(b) or 42(c) above, the	526

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following shall apply:-

- (i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
- (ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.
- (iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.
- (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.
- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

* [Sub-clauses 42\(a\), 42\(b\)](#) and [42\(c\)](#) are alternatives; delete as appropriate, failing which [sub-clause 42\(a\)](#) shall apply. [Sub-clause 42\(d\)](#) shall apply in all cases.

Signature (Owners)

Signature (Charterers)



GRAINCONBILL 2016

BILL OF LADING

To be used for shipments under the GRAINCON charter party

Page 1

Shipper	Bill of Lading No.	Reference No.
Consignee	Vessel	
Notify address	Port of loading	
	Port of discharge	
Shipper's description of cargo	Gross weight, kg	
PARTICULARS DECLARED BY THE SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER		
Issued pursuant to CHARTER PARTY dated: Freight payable in accordance therewith	SHIPPED on board the Vessel at the Port of Loading in apparent good order and condition (unless stated otherwise herein) the cargo as specified above, weight, measure, quality, quantity and value unknown, for carriage to the Port of Discharge or so near thereto as the Vessel may safely get, to be delivered in the like good order and condition at the Port of Discharge unto the lawful holder of the Bill of Lading, on payment of freight as indicated to the left. IN WITNESS whereof the Master or Owner or Charterer or Agent has signed the number of original Bills of Lading indicated below, all of this tenor and date, any of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE PAGE 2	
FREIGHT ADVANCE Received on account of freight:		
Freight payable at	Place and date of issue	Number of original Bills of Lading
Signature:.....(Master*/Agent*/Owner*/Charterer*) <i>*Delete as appropriate</i> If signed by an Agent indicate with a tick <input checked="" type="checkbox"/> whether for and on behalf of: <input type="checkbox"/> Master; or <input type="checkbox"/> Owner(insert name); or <input type="checkbox"/> Charterer(insert name) Agent(insert name)		

GRAINCONBILL 2016

BILL OF LADING

To be used for shipments under the GRAINCON charter party

Page 2

Conditions of Carriage

- (1) All terms and conditions, liberties and exceptions of the GRAINCON Charter, dated as per Page 1, including the War Risks Clause (Cl. 38) and the Dispute Resolution Clause (Cl. 42), are hereby deemed expressly incorporated. If this Contract covers a transport for which no Charter Party has been agreed, the terms of the GRAINCON Charter Party shall be deemed to be incorporated in this Contract.

(2) **General Paramount Clause**

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

(3) **International Group of P&I Clubs/BIMCO Himalaya Clause for bills of lading and other contracts 2014**

- (a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers; stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.

- (b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.

- (c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the carrier, who shall be entitled to enforce the same against the Merchant.

- (d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and

(ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, it will indemnify the Carrier against all consequences thereof.

- (e) For the purpose of sub-paragraphs (a)-(d) of this clause the carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are its Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

(4) **General Average**

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 2016 in London unless another place is agreed in the Charter Party.

If the adjustment of General Average or the liability for any collision in which the Vessel is involved while performing the carriage under the terms of this Bill of Lading which govern the transportation of the cargo described on Page 1 of this Bill of Lading, falls to be determined in accordance with the law and practice of the United States of America, the following clauses shall apply:

(5) **New Jason Clause**

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 Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier 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 Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or its 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 Carrier before delivery.

(6) **Both-to-Blame Collision Clause**

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 Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier 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 Carrier.

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.

1. Place and date		THE DOCUMENTARY COMMITTEE OF THE JAPAN SHIPPING EXCHANGE, INC. COAL CHARTER PARTY CODE NAME: "NIPPONCOAL"	
2. Owners/Chartered Owners/Disponent Owners		3. Charterers	
4. Vessel's name and type (also state kind of engine, and geared or gearless)		5. Flag	6. Class
7. When built	8. GRT/NRT	9. Length overall	10. Breadth moulded
11. Depth moulded	12. Total d.w. (about)	13. Summer draft	14. Present position
15. Expected date of arr. (load)	16. Laydays date (Cl. 4)	17. Cancelling date (Cl. 4)	
18. Loading port(s)/berth(s) and permissible draft (Cl. 1)		19. Discharging port(s)/berth(s) and permissible draft (Cl. 1)	
		Number of days for final nomination of destination (Cl. 4)	
20. Sailing telgr., advance notices and final notice of 24 hours prior to e.t.a. (load.) (also indicate when and to whom to be given) (Cl. 3)		21. Advance notices prior to e.t.a. (disch.) (also indicate when and to whom to be given) (Cl. 3)	
22. Notice of readiness (load.) (indicate when and to whom to be given), (state whether SHEX or SHINC), (indicate (a) or (b) regarding waiting for berth) (Cl. 5)		23. Notice of readiness (disch.) (indicate when and to whom to be given), (state whether SHEX or SHINC), (indicate (a) or (b) regarding waiting for berth) (Cl. 5)	
24. Number of hours' notice time (load.) (Cl. 5)		25. Number of hours' notice time (disch.) (Cl. 5)	
26. Loading rate per day of 24 run. hours (state whether SHEX unless used or SHINC) (Cl. 5)		27. Discharging rate per day of 24 run. hours (state whether SHEX unless used or SHINC) (Cl. 5)	
28. Demurrage rate (load.) (Cl. 7 & 24)	29. Despatch Money (load.) (Cl. 7)	30. Demurrage rate (disch.) (Cl. 7)	31. Despatch Money (disch.) (Cl. 7)
32. Demurrage and/or Despatch Money to be settled at (time and place) & in (currency) (load.) (Cl. 7)		33. Demurrage and/or Despatch Money to be settled at (time and place) & in (currency) (disch.) (Cl. 7)	
34. Agents (load.) (Cl. 11)		35. Agents (disch.) (Cl. 11)	
36. Description and quantity of cargo in bulk; also state margin percentage more or less in Owners' option (Cl. 1)			
37. Freight rate per metric ton or long ton (Cl. 2)		38. Mode of freight payment (Cl. 2)	
39. State the means by which B/L weight to be decided, if other than draft survey is agreed (Cl. 2)		40. Maximum amount of extra insurance (Cl. 17)	
41. General Average to be adjusted and settled at & in (currency) (Cl. 20)		42. War cancellation (state countries if Cl. 26 (a) applicable)	
43. Brokerage Commission and to whom payable (Cl. 27)		44. Place of Arbitration (optional) (Cl. 28)	
		45. Numbers of additional clauses attached, if any	

PREAMBLE. It is this day mutually agreed between the Owners/Chartered Owners/Disponent Owners indicated in Box 2 above (in any case hereinafter referred to as the Owners) of the Vessel with particulars indicated above, now in a position as indicated in Box 14 and expected ready to load under this charterparty on the expected date of arrival indicated in Box 15 at the (first) loading port and the party mentioned as Charterers in Box 3 that the carriage under this charterparty shall be performed in accordance with the terms and conditions contained in the "Nipponcoal" Charter Party which shall include Page 1 with boxes filled in as above including possible additional clauses attached as indicated in Box 45 and Pages 2 and following with clauses 1 to 28 (including arbitration clause), and that typewritten provisions of Page 1 hereof shall prevail over the printed provisions of Pages 2 and following to the extent of any conflict between them.

For the Owners	For the Charterers
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"Nipponcoal" Charter Party**1. Port of Loading, Cargo, Port of Discharge.**

The said Vessel, being suitable for mechanical loading and grab discharge, shall with all convenient speed sail and proceed to the loading port or ports inserted in Box 18, and there load, always safe and afloat provided that the Vessel's draft does not exceed the permissible draft as indicated in Box 18, in the customary manner, as and where ordered by the Agents of the Charterers a full and complete cargo as described in Box 36. Being so loaded the Vessel shall therewith proceed with all convenient speed to the discharging port or ports inserted in Box 19 as ordered on signing Bills of Lading, but the Charterers shall latest number of days as indicated in Box 19 before the Vessel's expected arrival at the port of discharge have liberty to require the Owners to order the Vessel to another port named herein or within the range specified herein by telegram or radio, and there discharge the cargo always safe and afloat provided that the Vessel's draft does not exceed the permissible draft as indicated in Box 19, as customary alongside any wharf and/or craft as directed by the Charterers.

2. Freight.

Freight shall be prepaid on Bill of Lading weight as per Boxes 37 and 38.
Unless otherwise stated in Box 39, Bill of Lading weight shall be decided by means of the Vessel's draft survey by a licensed marine surveyor at the port or ports of loading appointed by the Charterers and such fees are free to the Owners.
Freight to be considered as earned and non-returnable upon completion of loading, the Vessel and/or the cargo lost or not lost.

3. Sailing Telegrams.

On sailing from the last port for the port of loading the Owners or the Master shall telegraph to the party as indicated in Box 20 stating expected date of arrival and approximate holdwise loadable quantity of the cargo.
Notice of expected arrival. The Master shall also give radio notices prior to the Vessel's expected time of arrival at the port or ports of loading as per Box 20.
The Owners or the Master shall telegraph prior to the Vessel's expected time of arrival at the port or ports of discharge as per Box 21.

4. Laydays and Cancelling Date.

Laydays not to commence before the date as indicated in Box 16.
The Charterers shall have the option of cancelling this charterparty if the Vessel be not ready to load on or before the cancelling date as indicated in Box 17. If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may ask the Charterers by telegram whether they will exercise their option of cancelling this charterparty. Such option shall be declared at least 48 hours before the Vessel's expected time of arrival at the port of loading.

5. Loading and Discharge.

Notice of readiness, Commencement of laytime. Laytime for loading or discharge to commence at the elapse of number of hours as indicated in Box 24 or 25 after the Vessel is in all respects ready to load or discharge and notice of readiness to load or discharge is given as per Box 22 or 23.

(a) If loading or discharging berth be occupied and the Vessel be compelled to wait for berth on the Vessel's arrival at or off the port of loading or discharge or so near thereto as she may be permitted to approach, the Vessel shall be entitled to give

notice of readiness after arrival there provided that free pratique has been granted. But, if the Vessel be compelled to wait for berth outside the quarantine area by an order of port authorities, the Vessel shall be entitled to give notice of readiness after arrival at the waiting place subject to free pratique being granted prior to or on arrival at berth. Actual time occupied in moving from place of waiting to loading or discharging berth not to count as laytime.

(b) If loading or discharging berth is not available on the Vessel's arrival at or off the port of loading or discharge or so near thereto as she may be permitted to approach, the Vessel shall be entitled to give notice of readiness on arrival there with the effect that laytime counts as if she were in berth and in all respects ready for loading or discharging provided that the Master warrants that she is in fact ready in all respects. Actual time occupied in moving from place of waiting to loading or discharging berth not to count as laytime. If after berthing the Vessel is found not to be ready in all respects to load or discharge, the actual time lost from the discovery thereof until she is in fact ready to load or discharge shall not count as laytime.

*Indicate either (a) or (b) in Box 22 and Box 23.
If no indication is made, (a) is to apply.*

If the loading or discharge be commenced earlier, laytime shall count from actual commencement.
Time for loading or discharge. Cargo to be loaded and discharged, respectively, at the average rate as stated in Box 26 or 27, weather permitting. Laytime for loading and discharge, respectively, to be calculated on the basis of Bill of Lading weight decided as per clause 2 at the port or ports of loading. Laytime for loading and discharge to be non-reversible.

6. Time and Expense for Opening and Closing Hatches.

The operation of first opening and last closing of hatches at each loading and discharging port or berth always to be done at the Owners' time, risks and expenses.

7. Demurrage and Despatch Money.

Demurrage to be paid to the Owners at the rate as stated in Box 28 as to loading and in Box 30 as to discharging per day of 24 running hours or pro rata for any part thereof for all time used in excess of laytime at the port or ports of loading and/or discharge.
Despatch Money to be paid to the Charterers at the rate as stated in Box 29 as to loading and in Box 31 as to discharging per day of 24 running hours or pro rata for any part thereof for laytime saved at the port or ports of loading and/or discharge.
Demurrage and/or Despatch Money at the port or ports of loading to be settled as per Box 32 and at the port or ports of discharge as per Box 33.

8. Free In and Out.

The Charterers to load, dump, spout-trim to the Master's satisfaction and discharge the cargo free of risks and expenses to the Owners. The Charterers to have the liberty of working all available hatches as determined by the Master. The Vessel, if required, to supply light for night work on board free of expenses to the Charterers.

9. Overtime.

Overtime for loading and discharging to be for account of the party ordering the same. If overtime be ordered by Port Authorities or any Governmental Agencies, the Charterers

"Nipponcoal" Charter Party

to pay extra expenses incurred. Officers' and crew's overtime charges always to be paid by the Owners.	119 120	and shall also remain responsible for freight and demurrage (including damages for detention) incurred at port of discharge.	177 178
10. Dues and Charges.	121	17. Extra Insurance.	179
Dues and other charges levied against the cargo shall be paid by the Charterers, and dues and other charges levied against the Vessel shall be paid by the Owners.	122 123 124	Any extra insurance on cargo on account of the Vessel's age and/or flag and/or class shall be for the Owners' account. Unless a maximum amount has been agreed in Box 40, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.	180 181 182 183 184 185
11. Agency.	125	18. Sublet.	186
At the port or ports of loading the Vessel to be consigned to the Agents as stated in Box 34 and at the port or ports of discharge to the Agents as stated in Box 35.	126 127 128	The Charterers shall have the option of subletting whole or part of the Vessel, they remaining responsible for due fulfilment of this charterparty.	187 188 189
12. Stevedore Damage.	129	19. Substitution.	190
Any damage (beyond ordinary wear and tear) to any part of the Vessel caused by stevedores at both ends shall be settled directly between the Owners and stevedores, and the Charterers shall cooperate for early settlement of the damage.	130 131 132 133	The Owners shall have liberty to substitute a vessel, provided that such substituted vessel's main particulars and position shall be subject to the Charterers' prior approval, which is not to be unreasonably withheld.	191 192 193 194
13. Deviation.	134	20. General Average.	195
The Vessel shall have liberty to call at any ports en route, to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and/or property or for bunkering purposes or to make any reasonable deviation.	135 136 137 138 139	General average to be adjusted and settled according to York-Antwerp Rules, 1974 as per Box 41.	196 197
14. Bills of Lading.	140	21. Strike.	198
The Master shall sign Bills of Lading as presented without prejudice to this charterparty. The Charterers shall indemnify the Owners if the Owners are held liable under the Bills of Lading in respect of any claim for which the Owners are not liable towards the Charterers under this charterparty.	141 142 143 144 145	If there is a strike or lock-out affecting the loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or 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 laytime as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within the next business day after receipt of the request, the Owners shall have the option of cancelling this charterparty. If part cargo has already been loaded and the Charterers have not given such declaration, 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 in which case separation, if required for avoiding contamination, to be at the Owners' risks and expenses. In any event, however, the Owners are entitled to keep the Vessel waiting at the loading port without time counting.	199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215
15. Responsibilities and Exceptions.	146	If there is a strike or lock-out affecting the discharge of the cargo on or after the Vessel's arrival at or off the port of discharge, the Charterers shall have the option of (a) keeping the Vessel waiting against paying half demurrage without time counting until the moment when such strike or lock-out is at an end (unless the Vessel is already on demurrage in which event full demurrage remains payable), or (b) ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. On delivery of the cargo at such ports, all conditions of this charterparty 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 of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion. Shifting time between ports not to count even if the Vessel is already on demurrage.	198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231
The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this charterparty and to any Bill of Lading issued hereunder.	147 148 149 150 151		
When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.	152 153 154 155 156		
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - The Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply.	157 158 159 160		
The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel or while the goods are in the charge of another owner nor in respect of deck cargo and live animals.	161 162 163 164		
Save to the extent otherwise in this charterparty expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.	165 166 167 168 169 170 171		
16. Owners' Lien.	172	22. Both-to-Blame Collision Clause.	232
The Owners shall have a lien on the cargo for freight, dead-freight, demurrage and damages for detention. The Charterers shall remain responsible for dead-freight and demurrage (including damages for detention), incurred at port of loading	173 174 175 176	If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Owners in the	233 234 235

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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 ship 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 ship or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship 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 ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact. Charterers shall procure that all Bills of Lading issued under this charterparty shall contain this clause.

23. New Jason Clause.

In the event of accident, danger, damage, or disaster before or after 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 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 ship is owned or operated by the Owners, salvage shall be paid for as fully as if the salving ship or ships belonged to strangers. Such deposit as the Owners or their agents may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees, or owners of the cargo to the Owners before delivery. Charterers shall procure that all Bills of Lading issued under this charterparty shall contain this clause.

24. Ice.

In the event of the loading port being inaccessible by reason of ice when the Vessel is ready to proceed from her last port or at any time during the voyage or on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the Master, for fear of the Vessel being frozen in, shall proceed to the nearest safe and ice-free position and at the same time request the Charterers by radio for revised orders. Unless the Charterers have given such orders within the next business day after receipt of request, this charterparty shall become null and void. Where loading is made at any port or ports or place or places in accordance with the revised orders, freight shall be increased or decreased in proportion and in addition any period by which the time taken to reach such port or ports or place or places exceeds the time which would have been taken had the Vessel proceeded there direct shall be paid for by the Charterers at the rate of demurrage as specified in Box 28 per day of 24 running hours or pro rata for any part thereof, plus the cost of any additional bunkers consumed, all other conditions as per this charterparty. If during loading the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has the liberty to leave the port with whatever quantity of cargo he has on board, and must proceed to the destination with the said cargo on board, (freight payable on loaded quantity only), having liberty to complete with other cargo on the way for the Owners' account, in which case separation, if required for avoiding contamination, to be at the Owners' risks and expenses. In case of ice preventing the Vessel from reaching or entering the port of discharge, the Charterers shall have the option of keeping

the Vessel waiting until the reopening of navigation paying demurrage, or of ordering the Vessel to safe and immediately accessible nearby port or ports where she can safely discharge without risk of detention on account of ice. Such orders to be sent within 48 hours after receipt of the Master's telegraphic information to the Charterers of the impossibility of reaching the port or ports of destination. On delivery of the cargo at such port or ports, all conditions of this charterparty shall apply and the Vessel shall receive the same freight as if she had discharged at the original port or ports of destination, except that if the additional sailing distance exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port or ports to be increased in proportion.

25. War Risks.

1. The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any port which the Master or the Owners in his or their discretion consider dangerous or impossible to enter or reach.

2. (a) If any port of loading or of discharge named in this charterparty or to which the Vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or (b) if owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law i) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or the Owners in his or their discretion dangerous or prohibited or ii) it be considered by the Master or the Owners in his or their discretion dangerous or impossible for the Vessel to reach any such port of loading or of discharge — the Charterers shall have the right to order the Vessel or the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provision of this charterparty (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or the Owners' discretion dangerous or prohibited). If there is no range of loading ports agreed this charterparty to be considered cancelled for the voyage in question. If part cargo has already been loaded and no range of loading ports being agreed, 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 in which case separation, if required for avoiding contamination, to be at the Owners' risks and expenses.

If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their Agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of this charterparty or not) and such discharge shall be deemed to be due fulfilment of this charterparty so far as cargo so discharged is concerned.

In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of this charterparty, this charterparty shall be read in respect of freight and all other conditions whatsoever as if the voyage performed were that originally designated.

In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of this charterparty, freight shall be paid as for the

"Nipponcoal" Charter Party

voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or cargo owners. In this latter event the Owners shall have a lien on the cargo for all such extra expenses.

3. The Vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other-wise whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.

If by reason of or in compliance with any such direction or recommendation the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed to any safe port of discharge which the Master or the Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of this charterparty and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the Vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or cargo owners and the Owners shall have a lien on the cargo for freight and all such expenses.

26. War Clause.

(Section (a) and (b) are optional but section (b) to apply if section (a) not specifically agreed in Box 42.)

(a) In the event of war involving two or more of the countries as indicated in Box 42, either party to have the right to cancel this charterparty.

(b) If a world war breaks out or a situation arises that is similar to a world war, either party shall have the right to cancel this charterparty.

27. Brokerage.

A commission of the number of percentage as stated in Box 43 on the earned amount of freight, dead-freight and demurrage is payable by the Owners as per Box 43.

28. Arbitration.

Unless otherwise indicated in Box 44, any dispute arising from this charterparty shall be submitted to arbitration held in Tokyo by the Japan Shipping Exchange, Inc., in accordance with the provisions of the Maritime Arbitration Rules of the Japan Shipping Exchange, Inc., and the award given by the arbitrators shall be final and binding on both parties.

If any place other than Tokyo is indicated in Box 44, any dispute arising from this charterparty shall be referred to Arbitration at the place or before the arbitration tribunal indicated in Box 44, subject to the law and procedures applicable there.

1. Place and date		THE DOCUMENTARY COMMITTEE OF THE JAPAN SHIPPING EXCHANGE, INC. IRON ORE CHARTER PARTY CODE NAME: "NIPPONORE" PART I	
2. Owners/Chartered Owners/Disponent Owners		3. Charterers	
4. Vessel's name (also state kind of engine)		5. Flag	6. Class
7. When built	8. GRT/NRT	9. Length overall	10. Breadth moulded
11. Depth moulded	12. Total d.w. (about)	13. Summer draft	17. Cancelling date (Cl. 4)
14. Present position	15. Expected date of arr. (load)	16. Laydays date (Cl.4)	Declaration within (optional)
18. Loading port(s)/berth(s) and permissible draft (Cl. 1)		19. Discharging port(s) and permissible draft (Cl. 1)	
		Number of days for final nomination of destination (Cl. 1)	
20. Sailing telgr., advance notices and final notice of 24 hours prior to e.t.a. (load.) (also indicate when and to whom to be given) (Cl. 3)		21. Advance notices prior to e.t.a. (disch.) (also indicate when and to whom to be given) (Cl. 3)	
22. Notice of readiness (load.) (indicate when and to whom to be given; also state whether SHEX or SHINC) (Cl. 5)		23. Notice of readiness (disch.) (indicate when and to whom to be given; also state whether SHEX or SHINC) (Cl. 5)	
24. Number of hours' notice time (load.) (Cl. 5)		25. Number of hours' notice time (disch.) (Cl. 5)	
26. Loading rate per day of 24 run. hours (state whether SHEX unless used or SHINC) (Cl. 5)		27. Discharge rate per day of 24 run. hours (state whether SHEX unless used or SHINC) (Cl. 5)	
28. Demurrage rate (load.) (Cl. 6 & 23)	29. Despatch Money (load.) (Cl. 6)	30. Demurrage rate (disch.) (Cl. 6)	31. Despatch Money (disch.) (Cl. 6)
32. Demurrage and/or Despatch Money to be settled at & in (currency) (load.) (Cl. 6)		33. Demurrage and/or Despatch Money to be settled at & in (currency) (disch.) (Cl. 6)	
34. Agents (load.) (Cl. 10)		35. Agents (disch.) (Cl. 10)	
36. Description and quantity of cargo in bulk; also state margin percentage more or less in Owners' option (Cl. 1)			
37. Freight rate per long ton (Cl. 2)		38. Mode of freight payment (Cl. 2)	
39. Amount of freight prepayable (indicate percentage) (Cl. 2)		40. War cancellation (state countries if Cl. 25(a) applicable)	
41. General Average to be adjusted and settled at & in (currency) (Cl. 19)			
42. Brokerage Commission and to whom payable (Cl. 26)		43. Place of Arbitration (optional) (Cl. 27)	
		44. Numbers of additional clauses attached, if any	

PREAMBLE. It is this day mutually agreed between the Owners/Chartered Owners/Disponent Owners indicated in Box 2 above (in any case hereinafter referred to as the Owners) of the Vessel with particulars indicated above, now in a position as indicated in Box 14 and expected ready to load under this charterparty on the expected date of arrival at the (first) loading port indicated in Box 15 and the party mentioned as Charterers in Box 3 that the carriage under this charterparty shall be performed in accordance with the terms and conditions contained in the "Nipponore" Charter Party which shall include Page 1 with boxes filled in as above including possible additional clauses attached as indicated in Box 44 and Part II with clauses 1 to 27(including arbitration clause), and that typewritten provisions of Page 1 hereof shall prevail over the printed provisions of Part II to the extent of any conflict between them.

For the Owners	For the Charterers
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Notices to be communicated as shown in Part II

This document is a computer generated NIPPONORE form printed by BIMCO's idea with the permission of The Japan Shipping Exchange, Inc. Any insertion or deletion to the form must be clearly visible. In event of any modification being made to the pre-printed text of this document which is not clearly visible, the text of the original NIPPONORE document shall apply. BIMCO assumes no responsibility for any loss, damage or expense caused as a result of discrepancies between the original NIPPONORE document and this computer generated document.

PART II

“Nipponore” Charter Party

1. Port of Loading, Cargo, Port of Discharge.	1	give notice of readiness after arrival there provided that	73
The said Vessel, being suitable for mechanical loading	2	free pratique has been granted. But, if the Vessel be	74
and grab discharge, shall with all convenient speed sail	3	compelled to wait for berth outside the quarantine area	75
and proceed to the loading port or ports inserted in	4	by an order of port authorities, the Vessel shall be	76
Box 18 or so near thereto as she may safely get, and	5	entitled to give notice of readiness after arrival there	77
there load always safe and afloat provided that the	6	subject to free pratique being granted prior to or on	78
Vessel's draft does not exceed the permissible draft as	7	arrival at berth. Actual time occupied in moving from	79
indicated in Box 18, in the customary manner, as and	8	place of waiting to loading berth not to count as	80
where ordered by the Agents of the Charterers a full	9	laytime.	81
and complete cargo as described in Box 36. Being so	10	If the loading be commenced earlier, laytime for	82
loaded the Vessel shall therewith proceed with all	11	loading shall count from actual commencement.	83
convenient speed to the discharging port or ports	12	<i>Loading time.</i> Cargo to be loaded at the average rate as	84
inserted in Box 19 as ordered on signing Bills of	13	stated in Box 26, weather permitting.	85
Lading, but the Charterers shall latest number of days	14	Laytime for loading to be calculated on the basis of	86
as indicated in Box 19 before the Vessel's expected	15	Bill of Lading weight decided as per clause 2 at the	87
arrival at the port of discharge have liberty to require	16	port or ports of loading.	88
the Owners to order the Vessel to another port named	17	<i>Notice of readiness, Commencement of laytime at</i>	89
herein or within the range specified herein by telegram	18	<i>discharging port.</i> Laytime for discharge to commence	90
or wireless, or so near thereto as she may safely get,	19	number of hours as indicated in Box 25 after the	91
and there discharge the cargo always safe and afloat	20	Vessel is in all respects ready to discharge and notice of	92
provided that the Vessel's draft does not exceed the	21	readiness to discharge is given as per Box 23.	93
permissible draft as indicated in Box 19, as customary	22	If discharging berth be occupied and the Vessel be	94
alongside any wharf and/or craft as directed by the	23	compelled to wait for berth on the Vessel's arrival at or	95
Charterers.	24	off the port of discharge or so near thereto as she may	96
		be permitted to approach, the Vessel shall be entitled	97
2. Freight.	25	to give notice of readiness after arrival there provided	98
Part of the freight shall be prepaid on Bill of Lading	26	that free pratique has been granted. But, if the Vessel	99
weight and balance shall be adjusted and payable on	27	be compelled to wait for berth outside the quarantine	100
outturn weight as per Boxes 37, 38 and 39.	28	area by an order of port authorities, the Vessel shall be	101
Both Bill of Lading weight and outturn weight shall be	29	entitled to give notice of readiness after arrival there	102
decided by means of the Vessel's draft survey by	30	subject to free pratique being granted prior to or on	103
competent surveyors at the port or ports of loading	31	arrival at berth. Actual time occupied in moving from	104
and licensed marine surveyors at the port or ports of	32	place of waiting to discharging berth not to count as	105
discharge appointed by the Charterers respectively and	33	laytime.	106
such fees are free to the Owners.	34	If the discharge be commenced earlier, laytime for	107
Full freight to be considered as earned upon completion	35	discharge shall count from actual commencement.	108
of loading, the Vessel and/or the cargo lost or not	36	<i>Discharging time.</i> Cargo to be discharged at the average	109
lost.	37	rate as stated in Box 27, weather permitting.	110
		Laytime for discharge to be calculated on the basis of	111
3. Sailing telegrams.	38	outturn weight decided as per clause 2 at the port or	112
On sailing from the last port for the port of loading the	39	ports of discharge.	113
Owners or the Master shall telegraph to the party as	40	<i>Time and expense for opening and closing hatches.</i>	114
indicated in Box 20 stating expected date of arrival and	41	Time lost for opening and closing hatches at the time	115
approximate loading quantity of the cargo.	42	of the commencement and the end of working at both	116
<i>Notice of expected arrival.</i> The Master shall also give	43	loading and discharging ports not to count as laytime	117
radio notices prior to the Vessel's expected time of	44	and such opening and closing hatches shall be at the	118
arrival at the port or ports of loading as per Box 20.	45	Owners' risks and expenses.	119
The Owners or the Master shall telegraph prior to the	46	<i>Laytime for loading and discharge.</i> Laytime for loading	120
Vessel's expected time of arrival at the port or ports of	47	and discharge to be non-reversible.	121
discharge as per Box 21.	48		
4. Laytime and Cancelling date.	49	6. Demurrage and Despatch Money.	122
Laytime for loading not to commence before the date	50	Demurrage to be paid to the Owners at the rate as	123
as indicated in Box 16.	51	stated in Box 28 as to loading and in Box 30 as to	124
The Charterers shall have the option of cancelling this	52	discharging per day of 24 running hours or pro rata for	125
charterparty if the Vessel be not ready to load on or	53	any part thereof for all time used in excess of laytime	126
before the cancelling date as indicated in Box 17. If	54	at the port or ports of loading and/or discharge.	127
when the Vessel be ready to leave her last port of call	55	Despatch Money to be paid to the Charterers at the	128
(whether a discharging port or not), the Owners inform	56	rate as stated in Box 29 as to loading and in Box 31 as	129
the Charterers by telegram that she cannot reach the	57	to discharging per day of 24 running hours or pro rata	130
loading port on or before the cancelling date, the	58	for any part thereof for laytime saved at the port or	131
Charterers shall declare by telegram within 3 days	59	ports of loading and/or discharge.	132
(Saturday, Sunday and Holidays excepted) unless	60	Demurrage and/or Despatch Money at the port or ports	133
otherwise stated in Box 17 from the receipt of such	61	of loading to be settled as per Box 32 and at the port	134
notice whether or not they cancel this charterparty.	62	or ports of discharge as per Box 33.	135
5. Loading and Discharging.	63	7. Free In and Out.	136
<i>Notice of readiness, Commencement of laytime at</i>	64	The Charterers to load, stow, spout-trim to the	137
<i>loading port.</i> Laytime for loading to commence	65	Master's satisfaction and discharge the cargo free of	138
number of hours as indicated in Box 24 after the	66	risks and expenses to the Owners. The Charterers to	139
Vessel is in all respects ready to load and notice of	67	have the liberty of working all available hatches as	140
readiness to load is given as per Box 22.	68	determined by the Master. The Vessel, if required, to	141
If loading berth be occupied and the Vessel be	69	supply light for night work on board free of expenses	142
compelled to wait for berth on the Vessel's arrival at or	70	to the Charterers.	143
off the port of loading or so near thereto as she may be	71	8. Overtime.	144
permitted to approach, the Vessel shall be entitled to	72	Overtime for loading and discharging to be for account	145

PART II

“Nipponore” Charter Party

of the party ordering the same. If overtime be ordered by Port Authorities or any other Governmental Agencies, the Charterers to pay extra expenses incurred. Officers' and crew's overtime charges always to be paid by the Owners.	146 147 148 149 150	17. Sublet. The Charterers shall have the option of subletting whole or part of the Vessel, they remaining responsible for due fulfilment of this charterparty.	213 214 215 216
9. Dues and Charges. Dues and other charges levied against the cargo shall be paid by the Charterers, and dues and other charges levied against the Vessel shall be paid by the Owners.	151 152 153 154	18. Substitution. The Owners shall have liberty to substitute a vessel, provided that such substituted vessel's main particulars and position shall be subject to the Charterers' prior approval, which is not to be unreasonably withheld.	217 218 219 220 221
10. Agency. At the port or ports of loading the Vessel to be consigned to the Agents as stated in Box 34 and at the port or ports of discharge to the Agents as stated in Box 35.	155 156 157 158 159	19. General average. General average to be adjusted and settled according to York-Antwerp Rules, 1950, as per Box 41.	222 223 224
11. Stevedore damage. The Charterers are to be responsible for proved loss of or damage (beyond ordinary wear and tear) to any part of the Vessel caused by stevedores at both ends. Such loss or damage, as far as apparent, shall be reported by the Master to the Charterers, their Agents or their stevedores within 24 hours after occurrence. Time lost in repair of stevedore damage necessary to maintain the Vessel's seaworthiness to count as lay-time.	160 161 162 163 164 165 166 167 168 169	20. Strike. Neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment of any obligations under this charterparty. If there is a strike or lock-out affecting the loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or 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 laytime as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within the next business day after receipt of the request, the Owners shall have the option of cancelling this charterparty. 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. If there is a strike or lock-out affecting the discharge of the cargo on or after the Vessel's arrival at or off the port of discharge and same has not been settled within 48 hours, Receivers 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, 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 charterparty 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 of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263
12. Deviation. The Vessel shall have liberty to call at any ports en route, to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and/or property or for bunkering purposes or to make any reasonable deviation.	170 171 172 173 174 175 176	21. Both-to-Blame Collision Clause. If the Vessel comes into collision with another ship as a result of the negligence of the other ship 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 ship 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 ship or her owners to the owners of said cargo and set - off, recouped or recovered by the other or non-carrying ship 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 ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact. Charterers shall procure that all Bills of Lading issued	264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284
13. Bills of Lading. The Master shall sign Bills of Lading as presented without prejudice to this charterparty. The Charterers shall indemnify the Owners if the Owners are held liable under the Bills of Lading in respect of any claim for which the Owners are not liable towards the Charterers under this charterparty.	177 178 179 180 181 182 183		
14. Exceptions. Notwithstanding anything herein contained no absolute warranty of seaworthiness is given or shall be implied. The Owners, in all matters arising under or affecting this charterparty, shall be entitled to the like rights and immunities as are contained in Article IV of the Hague Rules, dated Brussels, August 25th, 1924, the term "carrier" in the said Article being taken to mean Owners. The Charterers shall not, save to the extent otherwise in this charterparty expressly provided, be responsible for any loss or damage or delay or failure in performance hereunder arising or resulting from Act of God; act of war; seizure under legal process; quarantine restrictions; strikes; boycotts; lock-outs; riots; civil commotions; and arrest or restraint of princes, rulers or peoples.	184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200		
15. Owners' lien. The Owners shall have a lien on the cargo for all freight and all other expenses in relation to the transport, dead-freight, advances, demurrage, damages for detention, general average, and salvage. The Charterers shall remain responsible for above items to such extent only as the Owners have been unable to obtain payment thereof by exercising the lien on the cargo.	201 202 203 204 205 206 207 208		
16. Extra insurance. Any extra insurance on cargo on account of the Vessel's age and/or flag and/or class shall be for the Owners' account.	209 210 211 212		

PART II
"Nipponore" Charter Party

under this charterparty shall contain this clause.	285	had discharged at the original port or ports of	360
22. New Jason Clause.	286	destination, except that if the additional sailing	361
In the event of accident, danger, damage, or disaster	287	distance exceeds 100 nautical miles, the freight on the	362
before or after commencement of the voyage resulting	288	cargo delivered at the substituted port or ports to be	363
from any cause whatsoever, whether due to negligence	289	increased in proportion.	364
or not, for which or for the consequence of which the	290		
Owners are not responsible by statute, contract or	291	24. War risks.	365
otherwise, the cargo, shippers, consignees, or owners of	292	1. The Master shall not be required or bound to sign Bills	366
the cargo shall contribute with the Owners in general	293	of Lading for any blockaded port or for any port	367
average to the payment of any sacrifices, losses or	294	which the Master or the Owners in his or their	368
expenses of a general average nature that may be made	295	discretion consider dangerous or impossible to enter or	369
or incurred, and shall pay salvage and special charges	296	reach.	370
incurred in respect of the cargo. If a salving ship is	297	2. (a) If any port of loading or of discharge named in	371
owned or operated by the Owners, salvage shall be paid	298	this charterparty or to which the Vessel may properly	372
for as fully as if the salving ship or ships belonged to	299	be ordered pursuant to the terms of the Bills of Lading	373
strangers. Such deposit as the Owners or their agents	300	be blockaded, or	374
may deem sufficient to cover the estimated contribu-	301	(b) if owing to any war, hostilities, warlike operations,	375
tion of the cargo and any salvage and special charges	302	civil war, civil commotions, revolutions, or the	376
thereon shall, if required, be made by the cargo,	303	operation of international law a) entry to any such	377
shippers, consignees, or owners of the cargo to the	304	port of loading or of discharge or the loading or	378
Owners before delivery.	305	discharge of cargo at any such port be considered by	379
Charterers shall procure that all Bills of Lading issued	306	the Master or the Owners in his or their discretion	380
under this charterparty shall contain this clause.	307	dangerous or prohibited or b) it be considered by the	381
		Master or the Owners in his or their discretion	382
		dangerous or impossible for the Vessel to reach any	383
23. Ice.	308	such port of loading or of discharge - the Charterers	384
In the event of the loading port being inaccessible by	309	shall have the right to order the Vessel or the cargo or	385
reason of ice when the Vessel is ready to proceed from	310	such part of it as may be affected to be loaded or	386
her last port or at any time during the voyage or on the	311	discharged at any other safe port of loading or of	387
Vessel's arrival or in case frost sets in after the Vessel's	312	discharge within the range of loading or discharging	388
arrival, the Master, for fear of the Vessel being frozen	313	ports respectively established under the provision of	389
in, shall proceed to the nearest safe and ice-free	314	this charterparty (provided such other port is not	390
position and at the same time request the Charterers by	315	blockaded or that entry thereto or loading or discharge	391
radio for revised orders. Immediately upon receipt of	316	of cargo thereat is not in the Master's or the Owners'	392
such request, the Charterers shall give orders for the	317	discretion dangerous or prohibited). If there is no range	393
Vessel either to proceed to nearby accessible port or to	318	of loading ports agreed this charterparty to be considered	394
any other port or ports or place or places outside the	319	cancelled for the voyage in question.	395
range of loading ports established under the provision	320	If part cargo has already been loaded and no range of	396
of this charterparty. On loading of the cargo at such	321	loading ports being agreed, the Owners must proceed	397
port or ports or place or places, freight shall be paid at	322	with same, (freight payable on loaded quantity only)	398
the rate applicable under this charterparty to such	323	having liberty to complete with other cargo on the way	399
loading port or ports or place or places and in addition	324	for their own account.	400
any period by which the time taken to reach such port	325	If in respect of a port of discharge no orders be	401
or ports or place or places exceeds the time which	326	received from the Charterers within 48 hours after they	402
would have been taken had the Vessel proceeded there	327	or their Agents have received from the Owners a	403
direct shall be paid for by the Charterers at the rate of	328	request for the nomination of a substitute port, the	404
demurrage as specified in Box 28 per day of 24 running	329	Owners shall then be at liberty to discharge the cargo	405
hours or pro rata for any part thereof, plus the cost of	330	at any safe port which they or the Master may in their	406
any additional bunkers consumed, all other conditions	331	or his discretion decide on (whether within the range	407
as per this charterparty.	332	of discharging ports established under the provisions of	408
If during loading the Master, for fear of the Vessel	333	this charterparty or not) and such discharge shall be	409
being frozen in, deems it advisable to leave, he has	334	deemed to be due fulfilment of the contract or	410
liberty to do so with what cargo he has on board and	335	contracts of affreightment so far as cargo so discharged	411
to proceed to any other port or ports with option of	336	is concerned. In the event of the cargo being loaded or	412
completing cargo for the Owners' benefit for any port	337	discharged at any such other port within the respective	413
or ports including port of discharge. Any part cargo	338	range of loading or discharging ports established under	414
thus loaded under this charterparty to be forwarded to	339	the provisions of this charterparty. this charterparty	415
destination at the Vessel's expense but against payment	340	shall be read in respect of freight and all other	416
of freight, provided that no extra expenses be thereby	341	conditions whatsoever as if the voyage performed were	417
caused to the Receivers, freight being paid on quantity	342	that originally designated. In the event, however, that	418
delivered (in proportion if lumpsum). If there is neither	343	the Vessel discharges the cargo at a port outside the	419
nearby and accessible port or ports nor any substituted	344	range of discharging ports established under the pro-	420
port or ports, the Charterers shall pay dead-freight	345	visions of this charterparty, freight shall be paid as for	421
caused thereby.	346	the voyage originally designated and all extra expenses	422
In case of ice preventing the Vessel from reaching or	347	involved in reaching the actual port of discharge and/or	423
entering the port of discharge, the Charterers shall have	348	discharging the cargo thereat shall be paid by the	424
the option of keeping the Vessel waiting until the	349	Charterers or cargo owners. In this latter event the	425
reopening of navigation paying demurrage, or of	350	Owners shall have a lien on the cargo for all such extra	426
ordering the Vessel to safe and immediately accessible	351	expenses.	427
nearby port or ports where she can safely discharge	352	3. The Vessel shall have liberty to comply with any	428
without risk of detention on account of ice. Such	353	directions or recommendations as to departure, arrival,	429
orders to be sent within 48 hours after receipt of the	354	routes, ports of call, stoppages, destinations, zones,	430
Master's telegraphic information to the Charterers of	355	waters, delivery or in any other wise whatsoever given	431
the impossibility of reaching the port or ports of	356	by the government of the nation under whose flag the	432
destination. On delivery of the cargo at such port or	357	Vessel sails or any other government or local authority	433
ports, all conditions of this charterparty shall apply	358	including any de facto government or local authority	434
and the Vessel shall receive the same freight as if she	359		

PART II
“Nipponore” Charter Party

or by any person or body acting or purporting to act as	435	cargo for freight and all such expenses.	460
or with the authority of any such government or	436		
authority or by any committee or person having under	437		
the terms of the war risks insurance on the Vessel the	438		
right to give any such directions or recommendations.	439	25. War clause.	461
If by reason of or in compliance with any such	440	<i>(Section (a) and (b) are optional but section (b) to</i>	462
directions or recommendations, anything is done or is	441	<i>apply if section (a) not specifically agreed in Box 40.)</i>	463
not done such shall not be deemed a deviation.	442	(a) In the event of war involving two or more of the	464
If by reason of or in compliance with any such	443	countries as indicated in Box 40, either party to have	465
direction or recommendation the Vessel does not	444	the right to cancel this charterparty.	466
proceed to the port or ports of discharge originally	445	(b) If a world war breaks out or a situation arises that is	467
designated or to which she may have been ordered	446	similar to a world war, either party shall have the right	468
pursuant to the terms of the Bills of Lading, the Vessel	447	to cancel this charterparty.	469
may proceed to any safe port of discharge which the	448		
Master or the Owners in his or their discretion may	449	26. Brokerage.	470
decide on and there discharge the cargo. Such discharge	450	A commission of the number of percentage as stated in	471
shall be deemed to be due fulfilment of the contract or	451	Box 42 on the earned amount of freight and dead-	472
contracts of affreightment and the Owners shall be	452	freight is payable by the Owners as per Box 42.	473
entitled to freight as if discharge has been effected at	453		
the port or ports originally designated or to which the	454	27. Arbitration.	474
Vessel may have been ordered pursuant to the terms of	455	Unless otherwise indicated in Box 43, any dispute	475
the Bills of Lading. All extra expenses involved in	456	arising from this charterparty shall be submitted to	476
reaching and discharging the cargo at any such other	457	arbitration held in Tokyo by the Japan Shipping	477
port of discharge shall be paid by the Charterers and/or	458	Exchange, Inc., in accordance with the provisions of	478
cargo owners and the Owners shall have a lien on the	459	the Maritime Arbitration Rules of the Japan Shipping	479
		Exchange, Inc., and the award given by the arbitrators	480
		shall be final and binding on both parties.	481

1. Preamble

(a) *Subject of Contract.* - It is hereby agreed between the Owners and the Charterers that the Vessel shall be presented at the loading port or so near thereunto as she may safely get and lie always afloat, and there - being in every respect fitted for carriage of the agreed cargo - shall load the cargo, which the Charterers bind themselves to supply, and carry it with all possible despatch (unless economic speed to conserve fuel expressly agreed) to the port of discharge or so near thereunto as she may safely get and lie always afloat, and deliver it there. Carriage under this Charter shall be performed against payment of freight and in accordance with the terms contained herein.

(b) *Identity of Parties.* - Parties described in Cl. 2 as Owners or (Time-)Chartered Owners or Disponents Owners or Disponents (hereinafter called 'Owners') and in Cl. 3 as Charterers - shall each be deemed to be a Party to this Charter, and no evidence shall be admissible to show that they have contracted merely as agents.

(c) *Construction of the Charter.* - This charter consists of PART I and PART II. Typewritten provisions of PART I (and of the Rider, if any) shall prevail over printed provisions of this Preamble and of PART II to the extent of any conflict between them.

2. Owners

tlx. No.

3. Charterers

tlx. No.

4. Vessel name

GRT-NRT

DWAT*/DWCC*

built

UMS: GT-NT

flag
now

go battens: not required*/required*

5. Cargo full*/part* cargo of% more
less

at Owner's option, exact quantity being declarable (when)

of which

may be carried on deck

completion cargo: allowed*/not allowed*

6. Laydays not to commence before

CANCELLING DATE

7. Loading (a) port(s)/berth(s)

(b) Vsl's max draught loaded

sw*/bw*/fw*

(c) daily rate*/total laytime*

(d) shore winch/cranemen for

account

(e) dunnage for

(f) Shippers

SHINC*/SHEX*
account

(g) cost load

8. Discharge (a) port(s)/berth(s)

(f) cost discharge

(b) Vsl's max arrival draught

sw*/bw*/fw*

(c) daily rate*/total laytime*

(e) Consignees

(d) shore winch/cranemen

SHINC*/SHEX*
account

PART I-2

20	9. Advance Notices which Owners are to give to following addressee(s)				35	
	(a) port of loading				36	
	- running days of approx date*, to				37	
	- running days of definite date*, to				38	
	- running hrs ETA, to				39	
	(b) port of discharge				40	
	sailing telg. from (last)load port, to				41	
	ETA disch port hrs, to				42	
26	10. Time Counting: Loading				43	
	(a) NOR: 24 hrs SHINC*/24 hrs SHEX*/within office hrs SHEX*				44	
27(a)	(b) commencement: upon NOR*/from 13.00 or 08.00 hrs* (or other times agreed)				45	
27(b)	(c) intervals: weekend from	hrs on	to	hrs on	46	
	holiday from	hrs on day preceding holiday	to	hrs on day after holiday	47	
27(a)-(g)	other agreements					
26	11. Time Counting: Discharge				48	
	(a) NOR: 24 hrs SHINC*/24 hrs SHEX*/within office hrs SHEX*				49	
27(a)	(b) commencement: upon NOR*/from 13.00 or 08.00 hrs* (or other times agreed)				50	
27(b)	(c) intervals: weekend from	hrs on	to	hrs on	51	
	holiday from	hrs on day preceding holiday	to	hrs on day after holiday	52	
27(a)-(g)	other agreements					
36	12. Freight	rate	per	on	quantity	53
	when payable, currency beneficiary, bank, deductions, etc.					
42	13. Demurrage per running day or pro rata				54	
	(a) load: rate	payable by Charterers			55	
	(b) disch: rate	payable by Charterers			56	
	Despatch Money on working time (laytime) saved				57	
	(a) load: rate	payable to Charterers			58	
	(b) disch: rate	payable to Charterers			59	
37, 38	14. Taxes (on Freight etc.), SPECIAL DUES, EXTRA INSURANCE (specify name & by whom payable)				60	
50	15. Arbitration (place, tribunal/rules, law)				61	
51	16. Brokerage		% payable to		62	
	17. Additional Clauses deemed to be incorporated in this Charter: No. to No.				63	

For the Owners

For the Charterers

UNIVERSAL VOYAGE CHARTER PARTY 1984
(Revised Voyage Charter Party 1964)
Code Name: NUVOY-84

PART II

Remark

Actual agreements that are at variance with the printed text of PART II -to be entered by typing in PART I or in the Rider (**not** in the printed text of PART II). Sub-clauses marked with an asterisk (*) are optional alternatives. The heading of the Sub-clause actually agreed - to be entered by typing in the relevant Clause of PART I, whereby all other alternatives in PART II shall become inapplicable.

VESSEL and CARGO

18. Vessel

- (a) *Prerequisites*. - Owners shall ensure that:
- (aa) (class) the Vessel be classed Lloyd's Register 100 A 1 or equivalent, and Owners shall exercise due diligence to maintain that class throughout the performance of this Charter,
- (ab) (technical requirements) the Vessel be equipped to meet the technical requirements as specified in Cl. 4,
- (ac) (compliance with regulations etc.) the Vessel and her Master and crew will comply with all safety, health and other statutory rules, regulations and internationally recognized requirements as are necessary to secure safe and unhindered loading, performance of the voyage and discharge of the cargo.
- (b) *Substitution*. - If in Cl. 4 Owners have expressly been given liberty to provide a substitute vessel, such substitute shall be in all respects equivalent to the Vessel named in this Charter.

19. Cargo

- (a) *Warranty*. Charterers warrant that - unless otherwise specified in Part I - the cargo referred to in Cl. 5 is non-dangerous for carriage according to applicable safety regulations including IMO Code(s).
- (b) *Completion*. - If in Cl. 5 Owners have been given an option of completing with other cargo, the latter must in no way be detrimental to cargo under this Charter and is to be effectively separated therefrom at Owners' expense.

LOADING

20. Advance notices

- (a) *Approximate date*. - Shippers are to receive from Owners a written notice stating the approximate date of Vessel's readiness to load, containing also Vessel's name and the approximate quantity of cargo required.
- (b) *Definite date*. - Shippers are to receive from Owners a written notice of the definite date of Vessel's readiness to load, containing also Vessel's name and the approximate quantity of cargo required.
- The definite date of Vessel's readiness to load shall not be earlier than the approximate date.
- In the event of Owners giving a too short notice of the definite loading date, commencement of the laytime shall be postponed by the number of days by which the notice has fallen short of the period agreed in Cl. 9.
- See also Cl. 27 'd' (Earlier commencement).
- (c) *ETA*. - The Master shall despatch to Shippers an E(xpected) T(ime of) A(rival) message as per Cl. 9, or - if Vessel lying at the port of loading - shall give to Shippers a 48-hours notice of Vessel's expected readiness to load the cargo under this Charter.
- (d) *Alteration in readiness*. - Shippers are to be kept advised of any alteration in Vessel's expected readiness to load.

21. Cost (always subject to Cl. 33: Overtime)

- * (a) *Free in and stowed/trimmed*. - Charterers shall load and stow/trim the cargo on board the Vessel free of expense to Owners.
- Stowage includes the lashing and/or securing of the cargo.
- * (b) *Free in and spout/grab trimmed*. - Charterers shall load/dump the cargo into Vessel's holds and trim it mechanically with shore spout, or (at Charterers' option) with shore grabs at their expense. Any extra trimming and/or levelling as required by Master shall be for Owners' account and time so used not to count as laytime or demurrage.
- * (c) *Gross terms*. - Charterers shall bring the cargo alongside the Vessel under hook unslung, or under grab, at their expense, and Owners shall sling, hook up, load and stow/trim the cargo at their expense.

22. Cargo battens

- * (a) *Required*. - Before tendering Master's notice of readiness, the Vessel to have cargo battens fitted.
- * (b) *Not required*. - Before tendering Master's notice of readiness, the Vessel to have cargo battens removed, failing which Charterers or their agents shall not be held responsible for any damage to battens during loading/discharge.

23. Dunnage

- * (a) *For Charterers' account*. Charterers shall provide and lay all dunnage material as required by Master for proper stowage and protection of the cargo, Owners allowing the use of all dunnage available on board. Dunnage shall be laid in accordance with Master's instructions.
- In the absence of disposal instructions from Charterers, Master shall have liberty to dispose of the dunnage upon discharge. Any proved cost in-

- curred thereby to be refunded by Charterers. 133
- * (b) *For Owners' account*. - Owners shall provide and lay all dunnage material required for proper stowage and protection of the cargo. 134
135

24. Separation (see also Cl. 40 'b': Bs/L - Separate delivery) 136

Charterers have the right to ship parcels of different description and/or for different Consignees in separate compartments within Vessel's natural segregation provided that such stowage, carriage and discharge are compatible with Vessel's seaworthiness, and provided that such separation does not affect Owners' right to receive the quantity of cargo as per Cl. 5. 137
138
139
140
141
Charterers shall provide and lay all material as required by Master for proper separation of various parcels within Vessel's compartments, Owners allowing the use of all separation material available on board. Separation shall be laid in accordance with Master's instructions. 142
143
144
145

DISCHARGE 146

25. Cost (always subject to Cl. 33: Overtime) 147

- * (a) *Free out (or: Free discharge)*. - Charterers shall discharge the cargo from Vessel's holds, including shovel-cleaning, free of expense to Owners. 148
149
- * (b) *Gross terms*. - Owners shall discharge the cargo from Vessel's holds, and place it unhooked and unslung, of dumped by grab, alongside the Vessel at their expense, and Charterers shall take the cargo from there at their expense. 150
151
152
153

LOADING and DISCHARGE 154

26. Notice of readiness (NOR) 155

- (a) *In port*. - When the Vessel - on arrival at the port - is in all respects ready (whether in loading/discharging berth or not) to load/discharge the cargo under this Charter, at each port of loading/discharge the Master shall tender to Shippers/Consignees a written notice of Vessel's readiness to load/discharge, stating at loading port(s) the quantity of cargo required. 156
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Such notice to be tendered: 161
- * (aa) *24 hrs SHINC*: at any time, day or night, Sundays (or their local equivalents) and holidays included, 162
163
- * (ab) *24 hrs SHEX*: at any time, day or night, Sundays (or their local equivalents) and holidays excepted, 164
165
- * (ac) *within office hrs SHEX*: within ordinary office hours, Sundays (or their local equivalents) and holidays excepted. 166
167
- (b) *Off port* (not applicable in 'berth' charters). - If - on Vessel's arrival off the port of loading/discharge - Charterers or their agents have not indicated a readily accessible loading/discharging berth, the Master shall be entitled to tender a written notice of readiness (as per 'a' hereabove) from such place of arrival, whether cleared at customs or not, whether in free pratique or not. 168
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However, if at that time the Vessel should be prevented from entering the port by reason of Vessel's inefficiency or of other hindrances which constitute Owners' usual hazards - notice of readiness may not be tendered until such hindrances have ceased to exist. 174
175
176
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27. Time counting 178

- (a) *Commencement*. - Laytime for loading/discharge shall commence to count: 179
180
- * (aa) *upon NOR*: on tendering Master's notice of readiness to Shippers/Consignees or their agents 181
182
- * (ab) *from 13.00 or 08.00 hrs*: at 13.00 hrs if Master's notice of readiness tendered to Shippers/Consignees or their agents before noon, or at 08.00 hrs next working day if notice tendered within office hours after noon. 183
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185
Such notice time not to apply to second/subsequent port(s) of loading/discharge, where laytime always to count upon tendering Master's notice of readiness. 186
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188
Unless with Charterers' consent, laytime at loading port not to commence counting earlier than on the day of the definite loading date given as per Cl. 20 'b'. 189
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191
- (b) *Excepted periods* (not applicable if SHINC terms agreed). - Sundays (or their local equivalents) and legal holidays to be excepted unless used, in which event actual time used shall count. 192
193
194
- Periods indicated in Cl. 10 'c' (Loading: intervals) and in Cl. 11 'c' (Discharge: intervals) to be treated as Sunday or holiday time. 195
196
- (c) *Weather hindrances*. - Laytime shall not count when the loading/discharge of cargo into/from the Vessel under this Charter is actually prevented by adverse weather conditions. 197
198
199
- (d) *Earlier commencement*. - Notwithstanding provisions of Cl. 20'b(Definite date) and of Cl. 27 'a', if the loading/discharge has started before the commencement of laytime, actual time used shall count in this period. 200
201
202
- (e) *Waiting off port*. - If the notice of readiness as per Cl. 26 'b' (Off port) has been tendered while the Vessel was off the port, the laytime shall commence counting and shall count as if she were in berth. 203
204
205
- The time of shifting to the loading/discharging berth or to a waiting berth in port shall not count. 206
207
- After berthing, the actual time lost until the Vessel is in fact ready in all respects to load/discharge (incl. customs clearance, and free pratique if applicable) shall not count as laytime or time on demurrage. 208
209
210
- (f) *Termination*. - Laytime/demurrage shall cease counting on completion of loading (incl. trimming/stowage/lashing/securing) respectively discharge 211
212

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(b) <i>Separate delivery.</i> - If so declared by Shippers before commencement of loading and if cargo delivered to the Vessel separately, a separate set of Bills of Lading shall be signed for each parcel.	368 369 370	count.	446
Cargo under each Bill of Lading shall be delivered to Consignees separately.	371 372	(d) <i>Discharging port.</i> - In the event of strike or lock-out affecting the discharge of cargo on or after Vessel's arrival at or off the port of discharge, Consignees 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, 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 Owners have given notice to Consignees of Vessel's readiness to discharge or of Owners' request for orders. All conditions of this Charter and of the Bill of Lading issued hereunder shall apply to the delivery of cargo at such substitute port, and Owners shall receive the same freight as if the cargo had been discharged at the original port of destination, except that if the distance of the substitute port exceeds 100 nautical miles, freight on the cargo delivered at the substitute port shall be increased in proportion.	447 448 449 450 451 452 453 454 455 456 457 458 459 460
(e) <i>Notification.</i> - The party who first learns about the occurrence of strike or lock-out shall immediately notify thereof the other party.	461 462		
41. Deviation	373	47. Ice	463
The Vessel shall have liberty to deviate for the purpose of saving life or property at sea, or in order to call at any port or place en route for fuel supplies as necessary for completion of the voyage under this Charter, or for any other reasonable purpose. Any such deviation to be reported to Charterers by radiogram as soon as possible.	374 375 376 377 378	Loading Port	464
42. Lien on cargo	379	(a) <i>Before Vessel's arrival.</i> - If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter shall be null and void.	465 466 467 468 469
(a) <i>Lien.</i> - Owners shall have a lien on cargo for freight, deadfreight and demurrage (including damages for detention, if any) due to them under this Charter, including necessary cost of recovering same. Charterers to remain responsible for payment of these items, but Owners shall take all reasonable steps to obtain satisfaction of their claim by exercising the lien.	380 381 382 383 384	(b) <i>During loading.</i> - If during loading the Master - for fear of Vessel being frozen in - deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charter.	470 471 472 473 474 475 476 477 478
(b) <i>Security.</i> - In case of disputes over items payable by Charterers/Shippers/Consignees, the interested party shall have an option of providing a letter of guarantee issued by a first class bank, in which event Owners not to exercise lien on cargo for such items.	385 386 387 388	(c) <i>Loading at more than one port.</i> - In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load a part cargo at the open port and fill up elsewhere for Owners' own account as under Sub-clause (b) or to declare the Charter null and void unless Charterers agree to load full cargo at the open port.	479 480 481 482 483 484
43. Responsibilities and immunities	389	Voyage and Discharging Port	485
(a) <i>International Rules.</i> - Provisions of the International Convention for the Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 (the 'Hague Rules'), shall apply to this Charter and to any Bill of Lading issued hereunder, the term 'Carrier', as used in these Rules, being taken to mean 'Owners' as party to this Charter. In respect of shipments to which national enactments of the said Rules are compulsorily applicable, provisions of such enactments shall prevail.	390 391 392 393 394 395 396	(d) <i>Before Vessel's arrival.</i> - Should ice prevent the Vessel from reaching the port of discharge, Consignees shall have the option of keeping the Vessel waiting until the reopening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Owners or Master have given notice to Charterers of impossibility of reaching port of destination.	486 487 488 489 490 491
In trades where the above Convention as amended by the Protocol dated Brussels, 23rd February 1968 (the 'Hague-Visby Rules'), is compulsorily applicable, provisions of the Hague-Visby Rules shall apply.	397 398 399	(e) <i>During discharge.</i> - If during discharging the Master - for fear of Vessel being frozen in - deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers/Consignees as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	492 493 494 495 496 497 498
(b) <i>Period of responsibility.</i> - Owners shall not be liable for loss of or damage to the cargo, howsoever arising, prior to loading into and after discharge from the Vessel.	400 401 402	(f) <i>Discharge at substitute port.</i> - On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and Owners shall receive the same freight as if the Vessel had discharged at the original port of destination except that if the distance to the substitute port exceeds 100 nautical miles, freight on the cargo delivered at that port to be increased in proportion.	499 500 501 502 503 504
(c) <i>Deck cargo and live animals.</i> - If shipment of deck cargo and/or live animals agreed, same to be carried at Charterers' risk. Deck cargo shall be secured under supervision of the Master.	403 404		
(d) <i>General exemptions.</i> - Unless otherwise expressly provided in this Charter, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from elements of nature, or from war, civil commotion, riot; or from act of state or of any ruling power; or from any unforeseeable event which cannot be avoided or guarded against, whether on land or at sea.	405 406 407 408 409 410 411		
44. Charterers' stevedores	412	48. War risks ('Voywar 1950')	505
Where handling of the cargo is performed by stevedores appointed by Charterers or their agents, Master is to supervise the work performed by stevedores and to instruct them properly.	413 414 415	(1) In these Clauses "war risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.	506 507 508 509
Should the stevedores refuse to follow his instructions, Master to protest to them in writing and to advise Charterers immediately thereof, disclaiming Owners' responsibility for safety of the cargo so mishandled.	416 417 418	(2) If at any time before the Vessel commences loading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.	510 511 512 513 514
45. Sub-chartering	419	(3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.	515 516 517 518 519 520 521 522 523 524 525 526 527
Charterers may, under advice to Owners, sub-charter the Vessel, but shall always remain responsible to Owners for due fulfilment of this Charter and shall warrant that such sub-chartering will not restrict the Vessel in her future trading.	420 421 422 423		
46. Strike etc.	424		
(a) <i>General principle.</i> - Neither Charterers nor Owners shall be responsible for the consequences of strike or lock-out preventing or delaying the fulfilment of any obligation under this contract.	425 426 427		
(b) <i>Loading port.</i> - In the event of strike or lock-out affecting the loading of cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, Owners may ask Charterers to declare that they agree to count the laytime as if there were no such hindrance. Unless Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, Owners shall have the option of cancelling this Charter. If part cargo has already been loaded, the Vessel must carry it to the port of discharge (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for Owners' own account.	428 429 430 431 432 433 434 435 436 437		
(c) <i>Anticipated strike etc.</i> - In the event of strike or lock-out which can reasonably be expected - before the loading has commenced - to affect the discharge of cargo, Owners are at liberty to cancel this Charter unless Charterers declare (within 24 hours of receipt of Owners' notification of intended cancellation) that they agree to count the laytime at port of discharge as if there were no such hindrance, without prejudice to the Consignees' right of ordering the Vessel to a substitute port of discharge in accordance with Sub-clause (d). In the said 24 hours time for loading does not	438 439 440 441 442 443 444 445		

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(4) If at the time the Master elects to proceed with part or full cargo under Clause 3, or after the Vessel has left the loading port, or the last of the loading ports if more than one, it appears that further performance of the contract will subject the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfilment of the contract of affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading, or to which the Vessel may have been ordered pursuant thereto.

(5) (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharges, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or by any committee or person having under the terms of the war risks insurance on the Vessel, the right to give any such directions or recommendations. If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.

(b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.

(6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 4 and 5 (b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses.

49. General average, New Jason and Both-to-Blame Collision Clauses

General average shall be adjusted in accordance with the York Antwerp Rules 1974, or any subsequent modification thereof, and as to matters not provided for by these Rules - in accordance with the law and practice prevailing at the place where the adjustment is drawn up.

Owners shall have the right to decide the place where the adjustment will be drawn up and to appoint the average adjuster.

If the adjustment of the General Average or the liability for any collision in which the vessel is involved while performing the voyage under this Charter Party falls to be determined in accordance with the law and practice of the United States of America, the following clauses shall apply:

New Jason Clause

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 Carrier is not responsible, by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier 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 goods.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his 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 goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

Both-to-Blame Collision Clause

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship 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 ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in

charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

50. Arbitration

Any dispute arising under this Charter shall be referred to arbitration at the place and before the arbitration tribunal indicated in Cl. 15 in accordance with the procedure and (unless otherwise agreed) with the substantive law prevailing there.

51. Brokerage

Brokerage upon the freight and deadfreight shall be paid by Owners and shall be deemed to be earned by Brokers upon shipment of cargo.

1. Date and place of Agreement		
2. Tugowner/place of business (Cl. 1)		3. Hirer/place of business (Cl. 1)
4. Tow (name and type) (Cl. 1)		5. Gross tonnage/displacement tonnage
6. Maximum length/maximum breadth & towing draught (fore and aft)		7. Flag and place of registry
8. Registered owners		9. Classification society
10. P. & I. liability insurers		11. General condition of tow
12. Particulars of cargo and/or ballast and/or other property on board the tow		
13. Tug (name and type) (Cl. 1)		14. Flag and place of registry
15. Gross tonnage		16. Classification Society
17. P. & I. liability insurers		
18. Certificated bollard pull (if any)		19. Indicated BHP
20. Estimated daily average bunker oil consumption in good weather and smooth water (a) full towing power with tow (b) at full sea speed without tow		
21. Winches and main towing gear		
22. Nature of service(s) (Cl. 2)		
23. Place of departure (Cl. 11)	24. Date of departure	25. Place of destination (Cl. 12)
26. Contemplated route (Cl. 22)		
27. Notices (state number of hours'/days' notice of arrival of tug at place of departure and to whom to be given)		28. Notices (state number of hours'/days' notice of arrival of tug and tow at place of destination and to whom to be given)
29. Riding crew to be provided by (also state number to be		30. If riding crew provided by Tugowner state amount per

provided) (Cl. 13)	man per day payable by Hirer (Cl. 13)
31. Mobilisation payment (optional, only to be filled in if expressly agreed) (Cl. 3(d))	32. Demobilisation payment (optional, only to be filled in if expressly agreed) (Cl. 3(e))
33. Daily rate of hire and advance payment period(s) (Cl. 3(b)(i))	34. Payment of hire and for riding crew (if any) (state currency, mode of payment, place of payment and bank account) (Cl. 3(g))
35. Minimum period of hire, if any agreed	36. Commencement of period of hire Cl. 3(a))
37. Termination of period of hire (Cl. 3(a))	38. Cancelling date, if any agreed (Cl. 5(a))
39. Interest rate (%) per annum to run from (state number of days) after any sum is due (Cl. 9)	40. Security (state sum, by whom to be provided and when) (optional, only to be filled in if expressly agreed) (Cl. 10 and 21(iii))
41. Cost of bunker oil and lubricating oils (state whether included or excluded from daily rate of hire; if included state type of bunkers and cost per metric tonne (per litre for lubricating oils)) (Cl. 4)	
42. Termination fee (Cl. 20)	43. Dispute resolution (Cl. 31) (state whether alternative (a), (b) or (c) of Clause 31 agreed)
44. Numbers of additional clauses, covering special provisions, if agreed	

It is mutually agreed between the party stated in Box 2 (hereinafter called "the Tugowner") and the party stated in Box 3 (hereinafter called "the Hirer") that the Tugowner shall, subject to the terms and conditions of this Agreement which consists of PART I including additional clauses, if any agreed and stated in Box 44, PART II and Annex A use its best endeavours to perform the towage or other service(s) as set out herein. In the event of a conflict of terms and conditions, the provisions of PART I and any additional clauses, if agreed, shall prevail over those of PART II and Annex A to the extent of such conflict but no further.

Signature (Tugowner)	Signature (Hirer)
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PART II
TOWHIRE 2008 - INTERNATIONAL OCEAN TOWAGE AGREEMENT (DAILY HIRE)

1. Definitions

“Tugowner” means the party stated in Box 2.

“Hirer” means the party stated in Box 3.

“Tug” means the vessel or vessels as described in Boxes 13 to 21.

“Tow” means one or more vessels or objects of whatsoever nature including anything carried thereon as described in Boxes 4 to 12.

“Voyage” means the voyage described in Boxes 23 and 25.

2. Basis of the Agreement

The Tugowner agrees to render the service(s) to the Tow as set out in Box 22.

3. Price and Conditions of Payment

- (a) The Hirer shall pay the Tugowner the amount of hire set out in Box 33 per day or pro rata for part of a day (hereinafter called the “Tug’s Daily Rate of Hire”) from the time stated in Box 36 until the time stated in Box 37.
- (b) (i) The Tug’s Daily Rate of Hire shall be payable in advance as set out in Box 33. All hire due hereunder shall be fully and irrevocably earned and non-returnable on a daily basis.
- (ii) In the event of the Tug being lost, hire shall cease as of the date of the loss. If the date of the loss cannot be ascertained, then, in addition to any other sums which may be due, half the rate of hire shall be paid, calculated from the date the Tug was last reported until the calculated arrival of the Tug at its destination provided such period does not exceed 14 days.
- (iii) In the event of part of the Tow being lost, hire shall continue until the Tug arrives at its destination. In the event of the Tow being lost, hire shall continue until the Tug arrives at its destination or such nearer place, at the Tugowner’s discretion, provided such period does not exceed 14 days.
- (c) Within 14 days of the termination of the services hereunder by the Tugowner, the Tugowner will if necessary adjust in conformance with the terms of this Agreement hire paid in advance. Any hire paid by the Hirer but not earned under this Agreement and which is refundable thereunder shall be refunded to the Hirer within 14 days of receipt of the Tugowner’s adjustment of hire.
- (d)* If agreed, the Hirer shall pay the sum set out in Box 31 by way of a mobilisation charge. This sum shall be paid on or before the commencement of the Tug’s voyage to the place of departure, and shall be non-returnable, Tug and/or Tow lost or not lost.
- (e)* If agreed, the Hirer shall pay the sum set out in Box 32 by way of a demobilisation charge. This amount shall be paid Tow lost or not lost, on or before the termination by the Tugowner of his services under this Agreement.
- (f) The Hire and any other sums due and payable to the Tugowner under this Agreement (or any part thereof) shall be paid without any discount, deduction, set-off, lien, claim or counterclaim.
- (g) All payments by the Hirer shall be made in the currency and to the bank account specified in Box 34.

*Sub-clauses (d) and (e) are optional and shall only apply if agreed and stated in Box 31 and 32.

4. Bunkers

- (a)* Daily Rate of Hire including Bunkers - Bunker Price Adjustment
- (i) In the event that the Daily Rate of Hire includes the cost of bunkers then this Agreement is concluded on the basis of the price per metric tonne of bunker oil stated in Box 41.

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TOWHIRE 2008 - INTERNATIONAL OCEAN TOWAGE AGREEMENT (DAILY HIRE)

- (ii) If the price actually paid by the Tugowner for bunker oil consumed during the Voyage should be higher, the difference shall be paid by the Hirer to the Tugowners.
- (iii) If the price actually paid by the Tugowner for bunker oil consumed during the Voyage should be lower, the difference shall be paid by the Tugowner to the Hirer.
- (iv) The log book of the Tug and copies of the bunker supplier's invoices shall be conclusive evidence of the quantity of bunkers consumed and the prices actually paid.

b)* Daily Rate of Hire excluding Bunkers

- (i) In the event that the Daily Rate of Hire excludes the cost of bunkers then the Hirer shall pay to the Tugowner the cost of the bunkers and lubricants consumed by the Tug in fulfilling the terms of this Agreement.
- (ii) The Tug shall be delivered with sufficient bunkers and lubricants on board for the tow to the first bunkering port (if any) or destination and be re-delivered with not less than sufficient bunkers to reach the nearest bunkering port en route to the Tug's next port of call.
- (iii) The Hirer upon delivery and the Tugowner upon re-delivery shall pay for the bunkers and lubricants on board at the current contract price at the time at the port of delivery and re-delivery or at the nearest bunkering port.

c) Bunker Quality

- (i) If the Hirer supplies fuel it shall be of the specifications and grades stated in Box 41. The fuels shall be of a stable and homogeneous nature and unless otherwise agreed in writing, shall comply with ISO standard 8217:1996 or any subsequent amendments thereof as well as with the relevant provisions of MARPOL.
- (ii) The Chief Engineer shall co-operate with the Hirer's bunkering agents and fuel suppliers and comply with their requirements during bunkering, including but not limited to checking, verifying and acknowledging sampling, reading or soundings, meters etc. before, during and/or after delivery of fuels. During delivery four representative samples of all fuels shall be taken at a point as close as possible to the Tug's bunker manifold. The samples shall be labelled and sealed and signed by suppliers, Chief Engineer and the Hirer or their agents. Two samples shall be retained by the suppliers and one each by the Tug and the Hirer. If any claim should arise in respect of the quality or specification or grades of the fuels supplied, the samples of the fuels retained as aforesaid shall be analysed at an independent laboratory by a qualified analyst.

*Sub-clauses (a) and (b) are options. State agreed option in Box 41. If no option stated then sub-clause (b) shall apply.

5. Extension to Cancelling Date

- (a) Should the Tug not be ready to commence the towage at the latest at midnight on the date indicated in Box 38, the Hirer shall have the option of cancelling this Agreement and shall be entitled to claim damages for detention if due to the wilful default of the Tugowner.
- (b) Should the Tugowner anticipate that the Tug will not be ready, he shall notify the Hirer thereof without delay stating the expected date of the Tug's readiness and ask whether the Hirer will exercise his option to cancel. Such option to cancel must be exercised within forty-eight (48) hours after the receipt of the Tugowner's notice, otherwise the third day after the date stated in the Tugowner's notice shall be deemed to be the new agreed date to commence the towage in accordance with this Agreement.

6. Ice Clause for Tug and Tow

- (a) The Tug shall not be obliged to force ice, but subject to the Tugowner's prior approval having regard to its size, construction and class, it may follow ice-breakers.

PART II
TOWHIRE 2008 - INTERNATIONAL OCEAN TOWAGE AGREEMENT (DAILY HIRE)

- (b) The Tug shall not be required to enter or remain in any ice bound port or area, nor any port or area where lights, lightships, markers or buoys have been, or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Tugmaster's sole discretion, a risk that, in the ordinary course of events, the Tug will not be able to safely enter the place of departure to connect to the Tow, or depart from the place of departure with the Tow. In addition, if, on account of ice, the Tugmaster in his sole discretion considers it unsafe to proceed to, or to enter, the place of destination for fear of the Tug and/or Tow being frozen in and/or damaged, he shall be at liberty to proceed to the nearest ice free port or safe place and there await the Hirer's instructions.
- (c) Any delay, deviation or additional expenses arising out of or in connection with the performance of this Agreement caused by or resulting from ice shall be for the Hirer's account and the Tug shall remain on Hire.
- (d) Any additional insurance premiums and/or calls required by the Tug's insurers due to the Tug entering or remaining in any ice bound port or area shall be for the Hirer's account.

7. Additional Charges and Extra Costs

- (a) The Hirer shall appoint his agents at the place of departure and place of destination and ports of call or refuge and shall provide such agents with adequate funds as required.
- (b) The Hirer shall bear and pay as and when they fall due:
 - (i) All port expenses, pilotage charges, harbour and canal dues and all other expenses of a similar nature, including those incurred under the provisions of Clause 22(b) (Necessary Deviation), levied upon or payable in respect of the Tug and the Tow.
 - (ii) All taxes, (other than those normally payable by the Tugowner in the country where he has his principal place of business and in the country where the Tug is registered) stamp duties or other levies payable in respect of or in connection with this Agreement or payments of hire or other sums payable under this Agreement or services to be performed under or in pursuance of this Agreement, any Customs or Excise duties and any costs, dues or expenses payable in respect of any necessary permits or licences.
 - (iii) The cost of the services of any assisting tugs when deemed necessary by the Tugmaster or prescribed by Port or other Authorities.
 - (iv) All costs and expenses necessary for the preparation of the Tow for towing (including such costs or expenses as those of raising the anchor of the Tow or tending or casting off any moorings of the Tow).
 - (v) The cost of insurance of the Tow.
- (c) All taxes, charges, costs, and expenses payable by the Hirer shall be paid by the Hirer direct to those entitled to them. If, however, any such tax, charge, cost or expense is in fact paid by or on behalf of the Tugowner (notwithstanding that the Tugowner shall under no circumstances be under any obligation to make such payments on behalf of the Hirer) the Hirer shall reimburse the Tugowner on the basis of the actual cost to the Tugowner upon presentation of invoice.

8. War Risk Escalation Clause

The rate of hire is based and assessed on all war risk insurance costs applicable to the Tugowner in respect of the contemplated voyage in effect on the date of this Agreement. In the event of any subsequent increase or decrease in the actual costs, the Hirer or the Tugowner, as the case may be, shall reimburse to the other the amount of any increase or decrease in such war risk insurance costs.

9. Interest

If any amounts due under this Agreement are not paid when due, then interest shall accrue and shall be paid in accordance with the provisions of Box 39, on all such amounts until payment is received by the party to whom it is due.

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10. Financial Security*

The Hirer undertakes to provide, if required by the Tugowner, security to the satisfaction of the Tugowner in the form and in the sum, at the place and at the time indicated in Box 40 as a guarantee for due performance of the Agreement. Such security shall be returned to the guarantor when the Hirer's financial obligations under this Agreement have been met in full.

*Optional, only applicable if Box 40 filled in.

11. Place of Departure

- (a) The Tow shall be tendered to the Tugowner at the Place of Departure stated in Box 23.
- (b) The place of connection and departure shall always be safe and accessible for the Tug to enter, to operate in and for the Tug and Tow to leave and shall be a place where such Tug is permitted to commence the towage in accordance with any local or other rules, requirements or regulations and shall always be subject to the approval of the Tugowner which shall not be unreasonably withheld.

12. Place of Destination

- (a) The Tow shall be accepted and taken over by the Hirer immediately upon arrival at the Place of Destination stated in Box 25.
- (b) The place of disconnection shall always be safe and accessible for the Tug and Tow to enter, to operate in, and for the Tug to leave and shall be a place where such Tug is permitted to redeliver the Tow in accordance with any local or other rules, requirements or regulations and shall always be subject to the approval of the Tugowner, which shall not be unreasonably withheld.

13. Riding crew

- (a) Riding crew for the Tow, if so requested by the Hirer, shall be provided by the party stated in Box 29. The number of riding crew shall be as stated in Box 29. All costs and expenses for such personnel will be for the account of the Hirer and such personnel shall be at all times under the orders of the Tugmaster. If the riding crew are provided by the Tugowner the Hirer shall pay to the Tugowner the amount per man per day stated in Box 30. If the riding crew are provided by the Hirer they shall not be deemed to be the servants or agents of the Tugowner. Permission for the Hirer to provide a riding crew on the Tow as well as the composition and suitability of the riding crew shall always be in the discretion of the Tugowner.
- (b) It shall be the Hirer's responsibility to provide the riding crew with suitable accommodation, food, fresh water, life saving appliances and all other requirements as necessary to comply with the laws and regulations of the Flag of the Tug and/or Tow and of the States through the territorial waters of which the Tug will pass or enter. It is a requirement that the members of the riding crew shall be able to speak and understand a language which is mutual to the Tug and Tow.
- (c) In the event that the Tugowner provides a riding crew for the Tow for its own purposes, all costs and expenses for such personnel shall be for the account of the Tugowner.

14. Towing Gear and Use of Tow's Gear

- (a) The Tugowner agrees to provide free of cost to the Hirer the use of all tow wires, bridles and other towing gear carried on board the Tug for the purpose of the towage or other services to be provided under this Agreement. The Tow shall be connected up in a manner within the discretion of the Tugmaster.
- (b) The Tugowner may make reasonable use at his discretion of the Tow's gear, power, anchors, anchor cables, radio, communication and navigational equipment and all other appurtenances free of cost during and for the purposes of the towage or other services to be provided under this Agreement.
- (c) The Hirer shall pay for the replacement of any towing gear and accessories should such equipment become lost, damaged or unserviceable during the service(s), other than as a result of the Tugowners' negligence.

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15. Permits and Certification

- (a) The Hirer shall arrange at his own cost and provide to the Tugowner all necessary licences, authorisations and permits required by the Tug and Tow to undertake and complete the contractual voyage together with all necessary certification for the Tow to enter or leave all or any ports of call or refuge on the contemplated voyage.
- (b) Any loss or expense incurred by the Tugowner by reason of the Hirer's failure to comply with this Clause shall be reimbursed by the Hirer to the Tugowner and during any delay caused thereby the Tug shall remain on hire.

16. Tow-worthiness of the Tow

- (a) The Hirer shall exercise due diligence to ensure that the Tow shall, at the commencement of the towage, be in all respects fit to be towed from the place of departure to the place of destination.
- (b) The Hirer undertakes that the Tow will be suitably trimmed and prepared and ready to be towed at the time when the Tug arrives at the place of departure and fitted and equipped with such shapes, signals, navigational and other lights of a type required for the towage.
- (c) The Hirer shall supply to the Tugowner or the Tugmaster, on the arrival of the Tug at the place of departure a certificate of tow-worthiness for the Tow issued by a recognised firm of Marine Surveyors or Survey Organisation, provided always that the Tugowner shall not be under any obligation to perform the towage until in his discretion he is satisfied that the Tow is in all respects trimmed, prepared, fit and ready for towage but the Tugowner shall not unreasonably withhold his approval.
- (d) No inspection of the Tow by the Tugowner shall constitute approval of the Tow's condition or be deemed a waiver of the foregoing undertakings given by the Hirer.

17. Seaworthiness of the Tug

The Tugowner will exercise due diligence to tender the Tug at the place of departure in a seaworthy condition and in all respects ready to perform the towage, but the Tugowner gives no other warranties, express or implied.

18. Substitution of Tugs

The Tugowner shall at all times have the right to substitute any tug or tugs for any other tug or tugs of adequate power (including two or more tugs for one, or one tug for two or more) at any time whether before or after the commencement of the towage or other services and shall be at liberty to employ a tug or tugs belonging to other tugowners for the whole or part of the towage or other service contemplated under this Agreement. Provided however, that the main particulars of the substituted tug or tugs shall be subject to the Hirer's prior approval, but such approval shall not be unreasonably withheld.

19. Salvage

- (a) Should the Tow break away from the Tug during the course of the towage service, the Tug shall render all reasonable services to re-connect the towline and fulfil this Agreement without making any claim for salvage.
- (b) If at any time the Tugowner or the Tugmaster considers it necessary or advisable to engage salvage services from any vessel or person on behalf of the Tug or Tow, or both, the Hirer hereby undertakes and warrants that the Tugowner or his duly authorised servant or agent including the Tugmaster have the full actual authority of the Hirer to accept such services on behalf of the Tow on any reasonable terms. Where circumstances permit the Tugowner shall consult with the Hirer on the need for salvage services for the Tow.

20. Termination by the Hirer

- (a) At any time prior to the departure of the Tow from the place of departure the Hirer may terminate this Agreement upon payment of the termination fee set out in Box 42. If termination takes place whilst the Tug is en route to the place of departure or after the Tug has arrived at or off the place of departure then in addition

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to the said termination fee the Hirer shall pay any additional amounts due under this Agreement.

- (b) In the event that the towage operation is terminated after departure from the place of departure, but before the Tow arrives at the place of destination without fault on the part of the Tugowner, his servants or agents, the Tugowner shall be entitled to be paid, and if already paid to retain, all sums payable according to Box 33 and any other amounts due under this Agreement. The above amounts are in addition to any damages the Tugowner may be entitled to claim for breach of this Agreement.

21. Termination by the Tugowner

- (a) The Tugowner may without prejudice to any other remedies he may have, withdraw from and terminate this Agreement and leave the Tow in a place where the Hirer may take repossession of it and be entitled to payment of cancellation fee or hire, whichever is the greater, and all other payments due under this Agreement, upon any one or more of the following grounds:
 - (i) If there is any delay or delays (other than delay caused by the Tug) at the place of departure exceeding in aggregate fourteen (14) days.
 - (ii) If there is any delay or delays (other than a delay caused by the Tug) at any port or place of call or refuge exceeding in aggregate fourteen (14) days.
 - (iii) If the financial security as may be required according to Box 40 is not given within seven (7) running days of the Tugowner's request to provide security.
 - (iv) If the Hirer has not accepted the Tow within seven (7) running days of arrival at the place of destination.
 - (v) If any amount payable under this Agreement has not been paid within seven (7) running days of the date such sums are due.
- (b) Before exercising his option of withdrawing from this Agreement as aforesaid, the Tugowner shall give the Hirer forty-eight (48) hours' notice of his intention so to withdraw.

22. Necessary Deviation

- (a) If the Tug during the course of the towage or other service under this Agreement puts into a port or place or seeks shelter or is detained or deviates from the original route as set out in Box 26 because either the Tugowner or Tugmaster reasonably consider
 - (i) that the Tow is not fit to be towed; or
 - (ii) the towing connection requires rearrangement; or
 - (iii) repairs or alterations to or additional equipment for the Tow are required to safeguard the venture and enable the Tow to be towed to destination; or
 - (iv) it would not be prudent to do otherwise on account of weather conditions actual or forecast; or because of any other good and valid reason outside the control of the Tugowner or Tugmaster, or because of any delay caused by or at the request of the Hirer,

this Agreement shall remain in full force and effect.

- (b) The Tug shall at all times be at liberty to go to the assistance of any vessel in distress for the purpose of saving life or property or to call at any port or place for bunkers, repairs, supplies, or any other necessities or to land disabled seamen, but if towing the Tug shall leave the Tow in a safe place and during such period this Agreement shall remain in full force and effect, including the provisions of Clause 7(b)(i), but any period so spent by the Tug in fulfilling or attempting to fulfil the purposes permitted by this sub-paragraph other than for normal replenishment of bunkers or fresh water or supplies shall not entitle the Tugowner to recover from the Hirer the Daily Rate of Hire for the said period.

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- (c) Any deviation howsoever or whatsoever by the Tug or by the Tugowner not expressly permitted by the terms and conditions of this Agreement shall not amount to a repudiation of this Agreement and the Agreement shall remain in full force and effect notwithstanding such deviation, save that no hire shall be paid for the period of such deviation, and shall be without prejudice to any other remedies which the Hirer may have against the Tugowner.

23. Liability and Indemnity

- (a) (i) The Tugowner will indemnify the Hirer in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death of any of the following persons, occurring during the towage or other service hereunder, from arrival of the Tug at the pilot station or customary waiting place or anchorage at the Place of Departure (whichever is sooner), until disconnection at the Place of Destination, however such geographic and/or time limits shall not apply to sub-clause 23(a)(i)(2) below:
- (1) The Master and members of the crew of the Tug and any other servant or agent of the Tugowner;
 - (2) The members of the riding crew provided by the Tugowner or any other person whom the Tugowner provides on board the Tow;
 - (3) Any other person on board the Tug who is not a servant or agent of the Hirer or otherwise on board on behalf of or at the request of the Hirer.
- (ii) The Hirer will indemnify the Tugowner in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occurring during the towage or other service hereunder of any of the following persons:
- (1) The Master and members of the crew of the Tow and any other servant or agent of the Hirer;
 - (2) Any other person on board the Tow for whatever purpose except the members of the riding crew or any other persons whom the Tugowner provides on board the Tow pursuant to their obligations under this Agreement.
- (b) (i) The following shall be for the sole account of the Tugowner without any recourse to the Hirer, his servants, or agents, whether or not the same is due to any breach of contract, negligence or any other fault on the part of the Hirer, his servants or agents:
- (1) Save for the provisions of Clause 14(c), loss or damage of whatsoever nature, howsoever caused to or sustained by the Tug or any property on board the Tug.
 - (2) Loss or damage of whatsoever nature caused to or suffered by third parties or their property by reason of contact with the Tug or obstruction created by the presence of the Tug.
 - (3) Loss or damage of whatsoever nature suffered by the Tugowner or by third parties in consequence of the loss or damage referred to in (1) and (2) above.
 - (4) Any liability in respect of wreck removal or in respect of the expense of moving or lighting or buoying the Tug or in respect of preventing or abating pollution originating from the Tug.

The Tugowner will indemnify the Hirer in respect of any liability adjudged due to a third party or any claim by a third party reasonably compromised arising out of any such loss or damage. The Tugowner shall not in any circumstances be liable for any loss or damage suffered by the Hirer or caused to or sustained by the Tow in consequence of loss or damage howsoever caused to or sustained by the Tug or any property on board the Tug.

- (ii) The following shall be for the sole account of the Hirer without any recourse to the Tugowner, his servants or agents, whether or not the same is due to any breach of contract (including as to the seaworthiness of the Tug), negligence or any other fault on the part of the Tugowner, his servants or agents:

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- (1) Loss or damage of whatsoever nature, howsoever caused to or sustained by the Tow.
- (2) Loss or damage of whatsoever nature caused to or suffered by third parties or their property by reason of contact with the Tow or obstruction created by the presence of the Tow.
- (3) Loss or damage of whatsoever nature suffered by the Hirer or by third parties in consequence of the loss or damage referred to in (1) and (2) above.
- (4) Any liability in respect of wreck removal or in respect of the expense of moving or lighting or buoying the Tow or in respect of preventing or abating pollution originating from the Tow.

The Hirer will indemnify the Tugowner in respect of any liability adjudged due to a third party or any claim by a third party reasonably compromised arising out of any such loss or damage but the Hirer shall not in any circumstances be liable for any loss or damage suffered by the Tugowner or caused to or sustained by the Tug in consequence of loss or damage howsoever caused to or sustained by the Tow.

- (c) Save for the provisions of Clauses 15, (Permits & Certification); 16, (Tow-worthiness of the Tow); 17, (Seaworthiness of the Tug); 20 (Termination by the Hirer) and 21 (Termination by the Tugowner), neither the Tugowner nor the Hirer shall be liable to the other party for
- (i) any loss of profit, loss of use or, loss of production whatsoever and whether arising directly or indirectly from the performance or non-performance of this Agreement, and whether or not the same is due to negligence or any other fault on the part of either party, their servants or agents, or
 - (ii) any consequential loss or damage for any reason whatsoever, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either party, their servants or agents.
- (d) Notwithstanding any provisions of this Agreement to the contrary, the Tugowner shall have the benefit of all limitations of, and exemptions from, liability accorded to the owners or chartered owners of vessels by any applicable statute or rule of law for the time being in force and the same benefits are to apply regardless of the form of signatures given to this Agreement.

24. Himalaya Clause

All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Agreement or by any applicable statute rule or regulation for the benefit of the Tugowner or Hirer shall also apply to and be for the benefit of:

- (a) demise charterers, sub-contractors, operators, Master, officers and crew of the Tug or Tow and,
- (b) all bodies corporate, parent of, subsidiary to, affiliated with or under the same management as either the Tugowner or Hirer, as well as all directors, officers, servants and agents of the same and,
- (c) all parties performing services within the scope of this Agreement for or on behalf of the Tug or Tugowner or Hirer as servants, agents and sub-contractors of such parties.

The Tugowner or Hirer shall be deemed to be acting as agent or trustee of and for the benefit of all such persons, entities and vessels set forth above but only for the limited purpose of contracting for the extension of such benefits to such persons, bodies and vessels.

25. War and Other risks

- (a) For the purpose of this Clause, the words:

- (i) "War Risks" shall include any actual, threatened or reported:

war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether

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imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any State whatsoever, which, in the reasonable judgement of the Master and/or the Tugowner, may be dangerous or are likely to be or to become dangerous to the Tug, its Tow, crew or other persons on board the Tug or Tow.

- (ii) "Other Risks" shall include any actual, threatened or reported:

arrest or restraint of princes, rulers or people; insurrections; riots or civil commotions; disturbances; acts of God; epidemics; quarantine; labour troubles; labour obstructions; strikes; lock-outs; embargoes; seizure of the Tow under legal process or for any other cause outside the control of the Tugowner as a result of which it would be impossible or unsafe or commercially impracticable for the Tug or Tow or both to enter or attempt to enter or leave or attempt to leave the place of departure or any port or place of call or refuge or to reach or attempt to reach or enter the port or place of destination of the Tow and there deliver the Tow and leave again, all of which safely and without unreasonable delay, the Tug may leave the Tow or any part thereof at the place of departure or any other port or place where the Hirer may take repossession and this shall be deemed a due fulfilment by the Tugowner of this Agreement and any outstanding sums and all extra costs of delivery at such place and any storage costs incurred by the Tugowner shall thereupon become due and payable by the Hirer.

- (b) The Tug, unless prior written consent of the Tugowner has first been obtained, shall not be required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Tug, its Tow, the crew or other persons on board the Tug or Tow, in the reasonable judgement of the Master and/or the Tugowner, may be, or are likely to be, exposed to War or Other Risks. Should the Tug be within any such place as aforesaid, which only becomes subject to War or Other Risks, or is likely to be or to become subject to War or Other Risks, after its entry into it, it shall be at liberty to leave such place or area.
- (c) (i) The Tugowner may effect war risks insurance in respect of the Hull and Machinery of the Tug and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.
- (ii) If the Underwriters of such insurance should require payment of additional premiums and/or calls because, pursuant to the Hirer's orders, the Tug is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual additional premiums and/or calls paid shall be reimbursed by the Hirer to the Tugowner at the same time as the next payment of hire is due, or upon delivery of the Tow, whichever occurs first.
- (d) If the Tugowner becomes liable under the terms of employment to pay to the crew of the Tug, or any riding crew of the Tow, any War Risk related bonus or additional wages in respect of sailing into a War Risk area, then the actual War Risk related bonus or additional wages paid shall be reimbursed to the Tugowner by the Hirer at the same time as the next payment of hire is due, or upon delivery of the Tow, whichever occurs first.
- (e) The Tug shall have liberty:
- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Tug sails, or other Government to whose laws the Tugowner is subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Tugowner is subject, and to obey the orders and directions of those who are charged with their enforcement;

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- (iv) to call at any other port to change the crew or any part thereof or other persons on board the Tug or Tow when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.
- (f) If the performance of this Agreement or the voyage to the place of departure would in the ordinary course of events require the Tug and/or Tow to pass through or near to an area where after this Agreement is made there is or there appears to be danger of such area being blocked or passage through being restricted or made hazardous by the War or Other Risks then:
 - (i) The Tug shall not be required to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to search and/or confiscation.
 - (ii) If the Tug has not entered such area en route to the place of departure, or having entered has become trapped therein for a period of more than fourteen (14) days, either party hereto shall be entitled to terminate this Agreement by giving notice in which event, save for liabilities already accrued, neither party shall be under any further liability to the other but the Tugowner shall not be bound to repay to the Hirer any payments already made and all amounts due shall remain payable.
 - (iii) If the Tug and Tow whilst en route to the place of destination have not entered such area during the course of the towage or other service the Hirer shall continue to pay the Daily Rate of Hire for every day by which the towage is prolonged by reason of waiting for such area to become clear and/or safe and/or by reason of proceeding by a longer route to avoid or pass such area in safety.
 - (iv) If the Tug and Tow whilst en route to the place of destination have become trapped in such area during the course of the towage or other service either party shall, after a period of fourteen (14) days from the commencement of such trapping, be entitled to terminate this Agreement by telex, cable or other written notice, in which event, save for liabilities already accrued, neither party shall be under any further liability to the other but the Tugowner shall not be bound to repay to the Hirer any payment already made and all amounts due shall remain payable.
- (g) If in accordance with their rights under the foregoing provisions of this Clause, the Tugowner refuses to proceed from the place of departure or to the place of destination, or any one or more of them, they shall immediately notify the Hirer requesting them to nominate a place for redelivery of the Tow. Failing such nomination by the Hirer within forty-eight (48) hours of the receipt of such notice and request, the Tugowner may redeliver the Tow at any place where the Hirer can take repossession of the Tow.
- (h) If in compliance with any of the provisions of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Agreement.

26. Lien

Without prejudice to any other rights which he may have, whether in rem or in personam, the Tugowner, by himself or his servants or agents or otherwise shall be entitled to exercise a possessory lien upon the Tow in respect of any sum howsoever or whatsoever due to the Tugowner under this Agreement and shall for the purpose of exercising such possessory lien be entitled to take and/or keep possession of the Tow; provided always that the Hirer shall pay to the Tugowner by himself or his servants or agents or otherwise all reasonable costs and expenses and all costs of recovering same, including legal fees, howsoever or whatsoever incurred by or on behalf of the Tugowner by himself or his servants or agents or otherwise in exercising or attempting or preparing to exercise such lien and the Tugowner by himself or his servants or agents or otherwise shall be entitled to receive from the Hirer the Tug's Daily Rate of Hire throughout any reasonable delay to the Tug resulting therefrom.

27. Warranty of Authority

If at the time of making this Agreement or providing any service under this Agreement other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the Tow referred to in Box 4, the Hirer expressly represents that he is authorised to make and does make this Agreement for and on behalf of the

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Owner of the said Tow and agrees that both the Hirer and the Owner of the Tow are bound jointly and severally by the provisions of this Agreement.

28. General

- (a) If any one or more of the terms, conditions or provisions in this Agreement or any part thereof shall be held to be invalid, void or of no effect for any reason whatsoever, the same shall not affect the validity of the remaining terms, conditions or provisions which shall remain and subsist in full force and effect.
- (b) For the purpose of this Agreement unless the context otherwise requires the singular shall include the plural and vice versa.

29. Time for Suit

- (a) Save for the indemnity provisions under Clause 23 (Liability and Indemnity) of this Agreement, any claim which may arise out of or in connection with this Agreement or of any towage or other service to be performed hereunder shall be notified within six (6) months of delivery of the Tow or of the termination of the towage or other service for any reason whatever, and any suit shall be brought within one year of the time when the cause of action first arose. If either of these conditions is not complied with the claim and all rights whatsoever and howsoever shall be absolutely barred and extinguished.
- (b) Any extension of time granted by the Tugowner to the Hirer or any indulgence shown relating to the time limits set out in this Agreement shall not be a waiver of the Tugowner's right under this Agreement to act upon the Hirer's failure to comply with the time limits.

30. BIMCO ISPS/MTSA Clause 2005

- (a)
 - (i) The Tugowner shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Tug and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Tugowner shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).
 - (ii) Upon request the Tugowner shall provide the Hirer with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).
 - (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Tugowner or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Tugowner's account, except as otherwise provided in this Agreement.
- (b)
 - (i) The Hirer shall provide the Tugowner and the Tugmaster with their full style contact details and, upon request, any other information the Tugowner requires to comply with the ISPS Code/MTSA. Where sub-letting is permitted under the terms of this Agreement, the Hirer shall ensure that the contact details of all sub-hirers are likewise provided to the Tugowner and the Tugmaster. Furthermore, the Hirer shall ensure that all sub-lets they enter into during the period of this Agreement contain the following provision:

"The Hirer shall provide the Tugowner with their full style contact details and, where sub-letting is permitted under the terms of the agreement, shall ensure that the contact details of all sub-hirers are likewise provided to the Tugowners".
 - (ii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Hirer to comply with this Clause shall be for the Hirer's account, except as otherwise provided in this Agreement.
- (c) Notwithstanding anything else contained in this Agreement, all delay, costs or expenses whatsoever arising out

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of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Hirer's account, unless such delay, costs or expenses result solely from the negligence of the Tugowner, Tugmaster or crew. All measures required by the Tugowner to comply with the Ship Security Plan shall be for the Tugowner's account.

- (d) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

31. BIMCO Dispute Resolution Clause

- (a)* This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

- (b)* This Agreement shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Agreement shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.

- (c)* This Agreement shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Agreement shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.
- (d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Agreement.

In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:

- (i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.

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- (ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.
- (iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.
- (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.
- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

- (e) If Box 43 is not appropriately filled in, sub-clause (a) of this Clause shall apply. Sub-clause (d) shall apply in all cases.


*Note: Sub-clauses (a), (b) and (c) are alternatives; indicate alternative agreed in Box 43.

32. Security for Claims

Either party shall have the option to bring proceedings in rem, but only to obtain security or other similar remedy for claims arising under this Agreement against any vessel or property owned by the other party in any state or jurisdiction where such vessel or property may be found.

33. BIMCO Notices Clause

- (a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Agreement shall be in writing.
- (b) For the purposes of this Agreement, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.

1. Shipbroker		BIMCO UNIFORM TIME-CHARTER (AS REVISED 2001) CODE NAME: "BALTIME 1939"		 PART I
3. Owners/Place of business		2. Place and Date of Charter		
5. Vessel's Name		4. Charterers/Place of business		
7. Class		6. GT/NT		
9. Total tons d.w. (abt.) on summer freeboard		8. Indicated brake horse power (bhp)		
11. Permanent bunkers (abt.)		10. Cubic feet grain/bale capacity		
13. Present position		12. Speed capability in knots (abt.) on a consumption in tons (abt.) of		
15. Port of delivery (Cl. 1)		14. Period of hire (Cl. 1)		
17. (a) Trade limits (Cl. 2)		16. Time of delivery (Cl. 1)		
(b) Cargo exclusions specially agreed				
18. Bunkers on re-delivery (state min. and max. quantity)(Cl. 5)		19. Charter hire (Cl. 6)		
20. Hire payment (state currency, method and place of payment, also beneficiary and bank account) (Cl. 6)				
21. Place or range of re-delivery (Cl. 7)		22. Cancelling date (Cl. 21)		
23. Dispute resolution (state 22(A), 22(B) or 22(C); if 22(C) agreed Place of Arbitration must be stated) (Cl. 22)		24. Brokerage commission and to whom payable (Cl. 24)		
25. Numbers of additional clauses covering special provisions, if agreed				

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter 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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It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 of the gross/net tonnage indicated in Box 6, classed as stated in Box 7 and of indicated brake horse power (bhp) as stated in Box 8, carrying about the number of tons deadweight indicated in Box 9 on summer freeboard inclusive of bunkers, stores and provisions, having as per builder's plan a cubic-foot grain/bale capacity as stated in Box 10, exclusive of permanent bunkers, which contain about the number of tons stated in Box 11, and fully loaded capable of steaming about the number of knots indicated in Box 12 in good weather and smooth water on a consumption of about the number of tons fuel oil stated in Box 12, now in position as stated in Box 13 and the party mentioned as Charterers in Box 4, as follows:

1. Period/Port of Delivery/Time of Delivery

The Owners let, and the Charterers hire the Vessel for a period of the number of calendar months indicated in Box 14 from the time (not a Sunday or a legal Holiday unless taken over) the Vessel is delivered and placed at the disposal of the Charterers between 9 a.m. and 6 p.m., or between 9 a.m. and 2 p.m. if on Saturday, at the port stated in Box 15 in such available berth where she can safely lie always afloat, as the Charterers may direct, the Vessel being in every way fitted for ordinary cargo service. The Vessel shall be delivered at the time indicated in Box 16.

2. Trade

The Vessel shall be employed in lawful trades for the carriage of lawful merchandise only between safe ports or places where the Vessel can safely lie always afloat within the limits stated in Box 17. No live stock nor injurious, inflammable or dangerous goods (such as acids, explosives, calcium carbide, ferro silicon, naphtha, motor spirit, tar, or any of their products) shall be shipped.

3. Owners' Obligations

The Owners shall provide and pay for all provisions and wages, for insurance of the Vessel, for all deck and engine-room stores and maintain her in a thoroughly efficient state in hull and machinery during service. The Owners shall provide winchmen from the crew to operate the Vessel's cargo handling gear, unless the crew's employment conditions or local union or port regulations prohibit this, in which case qualified shore-winchmen shall be provided and paid for by the Charterers.

4. Charterers' Obligations

The Charterers shall provide and pay for all fuel oil, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug-assistance, consular charges (except those pertaining to the Master, officers and crew), canal, dock and other dues and charges, including any foreign general municipality or state taxes, also all dock, harbour and tonnage dues at the ports of delivery and re-delivery (unless incurred through cargo carried before delivery or after re-delivery), agencies, commissions, also shall arrange and pay for loading, trimming, stowing (including dunnage and shifting boards, excepting any already on board), unloading, weighing, tallying and delivery of cargoes, surveys on hatches, meals supplied to officials and men in their service and all other charges and expenses whatsoever including detention and expenses through quarantine (including cost of fumigation and disinfection). All ropes, slings and special runners actually used for loading

and discharging and any special gear, including special ropes and chains required by the custom of the port for mooring shall be for the Charterers' account. The Vessel shall be fitted with winches, derricks, wheels and ordinary runners capable of handling lifts up to 2 tons.

5. Bunkers

The Charterers at port of delivery and the Owners at port of re-delivery shall take over and pay for all fuel oil remaining in the Vessel's bunkers at current price at the respective ports. The Vessel shall be re-delivered with not less than the number of tons and not exceeding the number of tons of fuel oil in the Vessel's bunkers stated in Box 18.

6. Hire

The Charterers shall pay as hire the rate stated in Box 19 per 30 days, commencing in accordance with Clause 1 until her re-delivery to the Owners. Payment of hire shall be made in cash, in the currency stated in Box 20, without discount, every 30 days, in advance, and in the manner prescribed in Box 20. In default of payment the Owners shall have the right of withdrawing the Vessel from the service of the Charterers, without noting any protest and without interference by any court or any other formality whatsoever and without prejudice to any claim the Owners may otherwise have on the Charterers under the Charter.

7. Re-delivery

The Vessel shall be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted) at an ice-free port in the Charterers' option at the place or within the range stated in Box 21, between 9 a.m. and 6 p.m., and 9 a.m. and 2 p.m. on Saturday, but the day of re-delivery shall not be a Sunday or legal Holiday. The Charterers shall give the Owners not less than ten days' notice at which port and on about which day the Vessel will be re-delivered. Should the Vessel be ordered on a voyage by which the Charter period will be exceeded the Charterers shall have the use of the Vessel to enable them to complete the voyage, provided it could be reasonably calculated that the voyage would allow redelivery about the time fixed for the termination of the Charter, but for any time exceeding the termination date the Charterers shall pay the market rate if higher than the rate stipulated herein.

8. Cargo Space

The whole reach and burthen of the Vessel, including lawful deck-capacity shall be at the Charterers' disposal, reserving proper and sufficient space for the Vessel's Master, officers, crew, tackle, apparel, furniture, provisions and stores.

9. Master

The Master shall prosecute all voyages with the utmost despatch and shall render customary assistance with the Vessel's crew. The Master shall be under the orders of the Charterers as regards employment, agency, or other arrangements. The Charterers shall indemnify the Owners against all consequences or liabilities arising from the Master, officers or Agents signing Bills of Lading or other documents or otherwise complying with such orders, as well as from any irregularity in the Vessel's papers or for overcarrying goods. The Owners shall not be responsible for shortage, mixture, marks, nor for number of pieces or packages, nor for damage to or claims on cargo caused by bad stowage or otherwise. If

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the Charterers have reason to be dissatisfied with the	132	able on account of ice to reach the place or to get out	198
conduct of the Master or any officer, the Owners, on	133	after having completed loading or discharging. The	199
receiving particulars of the complaint, promptly to	134	Vessel shall not be obliged to force ice. If on account of	200
investigate the matter, and, if necessary and practicable,	135	ice the Master considers it dangerous to remain at the	201
to make a change in the appointments.	136	loading or discharging place for fear of the Vessel being	202
		frozen in and/or damaged, he has liberty to sail to a	203
10. Directions and Logs	137	convenient open place and await the Charterers fresh	204
The Charterers shall furnish the Master with all	138	instructions. Unforeseen detention through any of above	205
instructions and sailing directions and the Master shall	139	causes shall be for the Charterers account.	206
keep full and correct logs accessible to the Charterers	140		
or their Agents.	141	15. Loss of Vessel	207
		Should the Vessel be lost or missing, hire shall cease	208
11. Suspension of Hire etc.	142	from the date when she was lost. If the date of loss	209
(A) In the event of drydocking or other necessary	143	cannot be ascertained half hire shall be paid from the	210
measures to maintain the efficiency of the Vessel,	144	date the Vessel was last reported until the calculated	211
deficiency of men or Owners stores, breakdown of	145	date of arrival at the destination. Any hire paid in advance	212
machinery, damage to hull or other accident, either	146	shall be adjusted accordingly.	213
hindering or preventing the working of the Vessel and	147		
continuing for more than twenty-four consecutive hours,	148	16. Overtime	214
no hire shall be paid in respect of any time lost thereby	149	The Vessel shall work day and night if required. The	215
during the period in which the Vessel is unable to perform	150	Charterers shall refund the Owners their outlays for all	216
the service immediately required. Any hire paid in	151	overtime paid to officers and crew according to the hours	217
advance shall be adjusted accordingly.	152	and rates stated in the Vessel's articles.	218
(B) In the event of the Vessel being driven into port or to	153		
anchorage through stress of weather, trading to shallow	154	17. Lien	219
harbours or to rivers or ports with bars or suffering an	155	The Owners shall have a lien upon all cargoes and	220
accident to her cargo, any detention of the Vessel and/or	156	sub-freights belonging to the Time-Charterers and any	221
expenses resulting from such detention shall be for the	157	Bill of Lading freight for all claims under this Charter,	222
Charterers account even if such detention and/or	158	and the Charterers shall have a lien on the Vessel for all	223
expenses, or the cause by reason of which either is	159	moneys paid in advance and not earned.	224
incurred, be due to, or be contributed to by, the	160		
negligence of the Owners servants.	161	18. Salvage	225
		All salvage and assistance to other vessels shall be for	226
12. Responsibility and Exemption	162	the Owners and the Charterers equal benefit after	227
The Owners only shall be responsible for delay in	163	deducting the Master's, officers and crew's proportion	228
delivery of the Vessel or for delay during the currency of	164	and all legal and other expenses including hire paid	229
the Charter and for loss or damage to goods onboard, if	165	under the charter for time lost in the salvage, also repairs	230
such delay or loss has been caused by want of due	166	of damage and fuel oil consumed. The Charterers shall	231
diligence on the part of the Owners or their Manager in	167	be bound by all measures taken by the Owners in order	232
making the Vessel seaworthy and fitted for the voyage	168	to secure payment of salvage and to fix its amount.	233
or any other personal act or omission or default of the	169		
Owners or their Manager. The Owners shall not be	170	19. Sublet	234
responsible in any other case nor for damage or delay	171	The Charterers shall have the option of subletting the	235
whatsoever and howsoever caused even if caused by	172	Vessel, giving due notice to the Owners, but the original	236
the neglect or default of their servants. The Owners shall	173	Charterers shall always remain responsible to the	237
not be liable for loss or damage arising or resulting	174	Owners for due performance of the Charter.	238
from strikes, lock-outs or stoppage or restraint of labour	175		
(including the Master, officers or crew) whether partial	176	20. War ("Conwartime 1993")	239
or general. The Charterers shall be responsible for loss	177	(A) For the purpose of this Clause, the words:	240
or damage caused to the Vessel or to the Owners by	178	(i) Owners shall include the shipowners, bareboat	241
goods being loaded contrary to the terms of the Charter	179	charterers, disponent owners, managers or other	242
or by improper or careless bunkering or loading, stowing	180	operators who are charged with the management of the	243
or discharging of goods or any other improper or	181	Vessel, and the Master; and	244
negligent act on their part or that of their servants.	182	(ii) War Risks shall include any war (whether actual or	245
		threatened), act of war, civil war, hostilities, revolution,	246
13. Advances	183	rebellion, civil commotion, warlike operations, the laying	247
The Charterers or their Agents shall advance to the	184	of mines (whether actual or reported), acts of piracy,	248
Master, if required, necessary funds for ordinary	185	acts of terrorists, acts of hostility or malicious damage,	249
disbursements for the Vessel's account at any port	186	blockades (whether imposed against all vessels or	250
charging only interest at 6 per cent. p.a., such advances	187	imposed selectively against vessels of certain flags or	251
shall be deducted from hire.	188	ownership, or against certain cargoes or crews or	252
		otherwise howsoever), by any person, body, terrorist or	253
14. Excluded Ports	189	political group, or the Government of any state	254
The Vessel shall not be ordered to nor bound to enter:	190	whatsoever, which, in the reasonable judgement of the	255
(A) any place where fever or epidemics are prevalent or	191	Master and/or the Owners, may be dangerous or are	256
to which the Master, officers and crew by law are not	192	likely to be or to become dangerous to the Vessel, her	257
bound to follow the Vessel;	193	cargo, crew or other persons on board the Vessel.	258
(B) any ice-bound place or any place where lights,	194	(B) The Vessel, unless the written consent of the Owners	259
lightships, marks and buoys are or are likely to be	195	be first obtained, shall not be ordered to or required to	260
withdrawn by reason of ice on the Vessel's arrival or	196	continue to or through, any port, place, area or zone	261
where there is risk that ordinarily the Vessel will not be	197	(whether of land or sea), or any waterway or canal, where	262

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it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(C) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(D) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.

(E) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.

(F) The Vessel shall have liberty:-

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.

(G) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one

or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

(H) If in compliance with any of the provisions of sub-clauses (B) to (G) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter.

21. Cancelling

Should the Vessel not be delivered by the date indicated in Box 22, the Charterers shall have the option of cancelling. If the Vessel cannot be delivered by the cancelling date, the Charterers, if required, shall declare within 48 hours after receiving notice thereof whether they cancel or will take delivery of the Vessel.

22. Dispute Resolution

(A) This Charter shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(B) This Charter shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

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In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.

*) (C) This Charter shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(D) Notwithstanding (A), (B) or (C) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter.

In the case of a dispute in respect of which arbitration has been commenced under (A), (B) or (C) above, the following shall apply:-

(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the Mediation Notice) calling on the other party to agree to mediation.

(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal (the Tribunal) or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.

(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

(E) If Box 23 in Part I is not appropriately filled in, sub-clause (A) of this Clause shall apply. Sub-clause (D) shall apply in all cases.

*) (A), (B) and (C) are alternatives; indicate alternative agreed in Box 23.

23. General Average

General Average shall be settled according to York/Antwerp Rules, 1994 and any subsequent modification thereof. Hire shall not contribute to General Average.

24. Commission

The Owners shall pay a commission at the rate stated in Box 24 to the party mentioned in Box 24 on any hire paid under the Charter, but in no case less than is necessary to cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission. Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.

Code Name: "NYPE 93"

Recommended by:
The Baltic and International Maritime Council (BIMCO)
The Federation of National Associations of
Ship Brokers and Agents (FONASBA)



TIME CHARTER®

New York Produce Exchange Form
Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946;
Revised June 12th, 1981; September 14th 1993.

THIS CHARTER PARTY, made and concluded in
this _____ day of _____, 19____

Between _____

Owners of the Vessel described below, and

Charterers.

Description of Vessel

Name _____ Flag _____ Built _____ (year).
Port and number of Registry _____
Classed _____
Deadweight _____ long*/metric* tons (cargo and bunkers, including freshwater and
stores not exceeding _____ long*/metric* tons) on a salt water draft of _____
on summer freeboard.

Capacity _____ cubic feet grain _____ cubic feet bale space.
Tonnage _____ GT/GRT.
Speed about _____ knots, fully laden, in good weather conditions up to and including maximum
Force _____ on the Beaufort wind scale, on a consumption of about _____ long*/metric*
tons of _____

* Delete as appropriate.

For further description see Appendix "A" (if applicable)

1. Duration

The Owners agree to let and the Charterers agree to hire the Vessel from the time of delivery for a period
of _____

within below mentioned trading limits.

2. Delivery

The Vessel shall be placed at the disposal of the Charterers at _____

The Vessel on her delivery

shall be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted
for ordinary cargo service, having water ballast and with sufficient power to operate all cargo-handling gear
simultaneously.

The Owners shall give the Charterers not less than _____

days notice of expected date of _____

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delivery. 38

3. **On-Off Hire Survey** 39

Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint surveyors, for their respective accounts, who shall not later than at first loading port/last discharging port respectively, conduct joint on-hire/off-hire surveys, for the purpose of ascertaining quantity of bunkers on board and the condition of the Vessel. A single report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party. On-hire survey shall be on Charterers' time and off-hire survey on Owners' time. 40
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4. **Dangerous Cargo/Cargo Exclusions** 48

(a) The Vessel shall be employed in carrying lawful merchandise excluding any goods of a dangerous, injurious, flammable or corrosive nature unless carried in accordance with the requirements or recommendations of the competent authorities of the country of the Vessel's registry and of ports of shipment and discharge and of any intermediate countries or ports through whose waters the Vessel must pass. Without prejudice to the generality of the foregoing, in addition the following are specifically excluded: livestock of any description, arms, ammunition, explosives, nuclear and radioactive materials, 49
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(b) If IMO-classified cargo is agreed to be carried, the amount of such cargo shall be limited to tons and the Charterers shall provide the Master with any evidence he may reasonably require to show that the cargo is packaged, labelled, loaded and stowed in accordance with IMO regulations, failing which the Master is entitled to refuse such cargo or, if already loaded, to unload it at the Charterers' risk and expense. 65
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5. **Trading Limits** 70

The Vessel shall be employed in such lawful trades between safe ports and safe places within excluding as the Charterers shall direct. 71
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6. **Owners to Provide** 77

The Owners shall provide and pay for the insurance of the Vessel, except as otherwise provided, and for all provisions, cabin, deck, engine-room and other necessary stores, including boiler water; shall pay for wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the crew; shall maintain the Vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service, and have a full complement of officers and crew. 78
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7. **Charterers to Provide** 83

The Charterers, while the Vessel is on hire, shall provide and pay for all the bunkers except as otherwise agreed; shall pay for port charges (including compulsory watchmen and cargo watchmen and compulsory garbage disposal), all communication expenses pertaining to the Charterers' business at cost, pilotages, 84
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towages, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the Vessel), and all other usual expenses except those stated in Clause 6, but when the Vessel puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew shall be for the Owners' account. Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. All other fumigations shall be for the Charterers' account after the Vessel has been on charter for a continuous period of six months or more.

The Charterers shall provide and pay for necessary dunnage and also any extra fittings requisite for a special trade or unusual cargo, but the Owners shall allow them the use of any dunnage already aboard the Vessel. Prior to redelivery the Charterers shall remove their dunnage and fittings at their cost and in their time.

8. Performance of Voyages

(a) The Master shall perform the voyages with due despatch, and shall render all customary assistance with the Vessel's crew. The Master shall be conversant with the English language and (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and the Charterers shall perform all cargo handling, including but not limited to loading, stowing, trimming, lashing, securing, dunnaging, unlashng, discharging, and tallying, at their risk and expense, under the supervision of the Master.

(b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

9. Bunkers

(a) The Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and diesel oil remaining on board the Vessel as hereunder. The Vessel shall be delivered with: long*/metric* tons of fuel oil at the price of per ton; tons of diesel oil at the price of per ton. The vessel shall be redelivered with: tons of fuel oil at the price of per ton; tons of diesel oil at the price of per ton.

* Same tons apply throughout this clause.

(b) The Charterers shall supply bunkers of a quality suitable for burning in the Vessel's engines and auxiliaries and which conform to the specification(s) as set out in Appendix A.

The Owners reserve their right to make a claim against the Charterers for any damage to the main engines or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s). Additionally, if bunker fuels supplied do not conform with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the Vessel's engines or auxiliaries, the Owners shall not be held responsible for any reduction in the Vessel's speed performance and/or increased bunker consumption, nor for any time lost and any other consequences.

10. Rate of Hire/Redelivery Areas and Notices

The Charterers shall pay for the use and hire of the said Vessel at the rate of \$ U.S. currency, daily, or \$ U.S. currency per ton on the Vessel's total deadweight carrying capacity, including bunkers and stores, on summer freeboard, per 30 days, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire shall continue until the hour of the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless Vessel lost) at

unless otherwise mutually agreed.

The Charterers shall give the Owners not less than _____ days notice of the Vessel's expected date and probable port of redelivery. 135 136

For the purpose of hire calculations, the times of delivery, redelivery or termination of charter shall be adjusted to GMT. 137 138

11. **Hire Payment** 139

(a) Payment 140

Payment of Hire shall be made so as to be received by the Owners or their designated payee in _____, viz 141 142

_____ in _____ currency, or in United States Currency, in funds available to the Owners on the due date, 15 days in advance, and for the last month or part of same the approximate amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by the Owners. Failing the punctual and regular payment of the hire, or on any fundamental breach whatsoever of this Charter Party, the Owners shall be at liberty to withdraw the Vessel from the service of the Charterers without prejudice to any claims they (the Owners) may otherwise have on the Charterers. 143 144 145 146 147 148 149 150 151 152

At any time after the expiry of the grace period provided in Sub-clause 11 (b) hereunder and while the hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account. 153 154 155 156 157 158

(b) Grace Period 159

Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Charterers shall be given by the Owners clear banking days (as recognized at the agreed place of payment) written notice to rectify the failure, and when so rectified within those days following the Owners' notice, the payment shall stand as regular and punctual. 160 161 162 163 164

Failure by the Charterers to pay the hire within _____ days of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 11 (a) above. 165 166

(c) Last Hire Payment 167

Should the Vessel be on her voyage towards port of redelivery at the time the last and/or the penultimate payment of hire is/are due, said payment(s) is/are to be made for such length of time as the Owners and the Charterers may agree upon as being the estimated time necessary to complete the voyage, and taking into account bunkers actually on board, to be taken over by the Owners and estimated disbursements for the Owners' account before redelivery. Should same not cover the actual time, hire is to be paid for the balance, day by day, as it becomes due. When the Vessel has been redelivered, any difference is to be refunded by the Owners or paid by the Charterers, as the case may be. 168 169 170 171 172 173 174

(d) Cash Advances 175

Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required by the Owners, subject to 2½ percent commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances. 176 177 178

12. **Berths** 179

The Vessel shall be loaded and discharged in any safe dock or at any safe berth or safe place that Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat at any time of tide.

13. Spaces Available

(a) The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.

(b) In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by the Charterers for any loss and/or damage and/or liability of whatsoever nature caused to the Vessel as a result of the carriage of deck cargo and which would not have arisen had deck cargo not been loaded.

14. Supercargo and Meals

The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the Charterers' risk and see that voyages are performed with due despatch. He is to be furnished with free accommodation and same fare as provided for the Master's table, the Charterers paying at the rate of per day. The Owners shall victual pilots and customs officers, and also, when authorized by the Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc., Charterers paying at the rate of per meal for all such victualling.

15. Sailing Orders and Logs

The Charterers shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, in the English language, and the Master shall keep full and correct deck and engine logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs, showing the course of the Vessel, distance run and the consumption of bunkers. Any log extracts required by the Charterers shall be in the English language.

16. Delivery/Cancelling

If required by the Charterers, time shall not commence before Vessel not be ready for delivery on or before the Charterers shall have the option of cancelling this Charter Party. and should the but not later than hours,

Extension of Cancelling

If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready for delivery by the cancelling date, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be ready, they may, at the earliest seven days before the Vessel is expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by the Owners shall replace the original cancelling date. Should the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this Clause.

17. Off Hire

In the event of loss of time from deficiency and/or default and/or strike of officers or crew, or deficiency of stores, fire, breakdown of, or damages to hull, machinery or equipment, grounding, detention by the arrest of the Vessel, (unless such arrest is caused by events for which the Charterers, their servants, agents or subcontractors are responsible), or detention by average accidents to the Vessel or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the Vessel, the payment of

hire and overtime, if any, shall cease for the time thereby lost. Should the Vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo or where permitted in lines 257 to 258 hereunder, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All bunkers used by the Vessel while off hire shall be for the Owners' account. In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra bunkers consumed in consequence thereof, and all extra proven expenses may be deducted from the hire.

18. Sublet

Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.

19. Drydocking

The Vessel was last drydocked

*(a) The Owners shall have the option to place the Vessel in drydock during the currency of this Charter at a convenient time and place, to be mutually agreed upon between the Owners and the Charterers, for bottom cleaning and painting and/or repair as required by class or dictated by circumstances.

*(b) Except in case of emergency no drydocking shall take place during the currency of this Charter Party.

* Delete as appropriate

20. Total Loss

Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once.

21. Exceptions

The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers, and navigation, and errors of navigation throughout this Charter, always mutually excepted.

22. Liberties

The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.

23. Liens

The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.

The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter Party, they will not procure any supplies or necessities or services, including any port expenses and bunkers, on the credit of the Owners or in the Owners' time.

24. <u>Salvage</u>	268
All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting Owners' and Charterers' expenses and crew's proportion.	269 270
25. <u>General Average</u>	271
General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, in currency.	272 273 274
The Charterers shall procure that all bills of lading issued during the currency of the Charter Party will contain a provision to the effect that general average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof and will include the "New Jason Clause" as per Clause 31.	275 276 277 278
Time charter hire shall not contribute to general average.	279
26. <u>Navigation</u>	280
Nothing herein stated is to be construed as a demise of the Vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the Vessel, acts of pilots and tug boats, insurance, crew, and all other matters, same as when trading for their own account.	281 282 283
27. <u>Cargo Claims</u>	284
Cargo claims as between the Owners and the Charterers shall be settled in accordance with the Inter-Club New York Produce Exchange Agreement of February 1976, as amended May, 1984, or any subsequent modification or replacement thereof.	285 286 287
28. <u>Cargo Gear and Lights</u>	288
The Owners shall maintain the cargo handling gear of the Vessel which is as follows:	289 290 291 292
providing gear (for all derricks or cranes) capable of lifting capacity as described. The Owners shall also provide on the Vessel for night work lights as on board, but all additional lights over those on board shall be at the Charterers' expense. The Charterers shall have the use of any gear on board the Vessel. If required by the Charterers, the Vessel shall work night and day and all cargo handling gear shall be at the Charterers' disposal during loading and discharging. In the event of disabled cargo handling gear, or insufficient power to operate the same, the Vessel is to be considered to be off hire to the extent that time is actually lost to the Charterers and the Owners to pay stevedore stand-by charges occasioned thereby, unless such disablement or insufficiency of power is caused by the Charterers' stevedores. If required by the Charterers, the Owners shall bear the cost of hiring shore gear in lieu thereof, in which case the Vessel shall remain on hire.	293 294 295 296 297 298 299 300 301 302
29. <u>Crew Overtime</u>	303
In lieu of any overtime payments to officers and crew for work ordered by the Charterers or their agents, the Charterers shall pay the Owners, concurrently with the hire per month or pro rata.	304 305 306
30. <u>Bills of Lading</u>	307
(a) The Master shall sign the bills of lading or waybills for cargo as presented in conformity with mates or tally clerk's receipts. However, the Charterers may sign bills of lading or waybills on behalf of the Master, with the Owner's prior written authority, always in conformity with mates or tally clerk's receipts.	308 309 310

(b) All bills of lading or waybills shall be without prejudice to this Charter Party and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter Party and any bills of lading or waybills signed by the Charterers or by the Master at their request.

(c) Bills of lading covering deck cargo shall be claused: "Shipped on deck at Charterers', Shippers' and Receivers' risk, expense and responsibility, without liability on the part of the Vessel, or her Owners for any loss, damage, expense or delay howsoever caused."

31. Protective Clauses

This Charter Party is subject to the following clauses all of which are also to be included in all bills of lading or waybills issued hereunder:

(a) **CLAUSE PARAMOUNT**
"This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague-Visby Rules, as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that extent, but no further."

and

(b) **BOTH-TO-BLAME COLLISION CLAUSE**
"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier."

The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."

and

(c) **NEW JASON CLAUSE**
"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 consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier 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 goods."

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if salving ship or ships belonged to strangers. Such deposit as the carrier or his 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 goods, shippers, consignees or owners of the goods to the carrier before delivery."

and

(d) **U.S. TRADE - DRUG CLAUSE**
"In pursuance of the provisions of the U.S. Anti Drug Abuse Act 1986 or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel."

Non-compliance with the provisions of this clause shall amount to breach of warranty for consequences 358
of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel 359
harmless and shall keep them indemnified against all claims whatsoever which may arise and be made 360
against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, 361
as a result of the Charterers' breach of the provisions of this clause shall be for the Charterer's account 362
and the Vessel shall remain on hire. 363

Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this 364
clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable 365
time the Vessel is released and at their expense put up the bails to secure release of the Vessel. 366

The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the 367
event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the 368
Vessel's personnel." 369

and 370

(e) WAR CLAUSES 371

"(i) No contraband of war shall be shipped. The Vessel shall not be required, without the consent of the 372
Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state 373
of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration 374
of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject to capture, 375
seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de 376
facto authority or any purported governmental organization maintaining naval, military or air forces). 377

(ii) If such consent is given by the Owners, the Charterers will pay the provable additional cost of insuring 378
the Vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not 379
exceeding a valuation of (In addition, the Owners may purchase and the 380
Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, 381
total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a 382
government program, the Vessel shall not be required to enter or remain at any such port or zone. 383

(iii) In the event of the existence of the conditions described in (i) subsequent to the date of this Charter, 384
or while the Vessel is on hire under this Charter, the Charterers shall, in respect of voyages to any such 385
port or zone assume the provable additional cost of wages and insurance properly incurred in connection 386
with master, officers and crew as a consequence of such war, warlike operations or hostilities. 387

(iv) Any war bonus to officers and crew due to the Vessel's trading or cargo carried shall be for the 388
Charterers' account." 389

32. **War Cancellation** 390

In the event of the outbreak of war (whether there be a declaration of war or not) between any two or 391
more of the following countries: 392

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either the Owners or the Charterers may cancel this Charter Party. Whereupon, the Charterers shall 396
redeliver the Vessel to the Owners in accordance with Clause 10; if she has cargo on board, after 397
discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near 398
open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she 399
then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall 400
continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this 401
Charter Party shall apply until redelivery. 402

33. **Ice** 403

The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area 404

where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that in the ordinary course of things the Vessel will not be able on account of ice to safely enter and remain in the port or area or to get out after having completed loading or discharging. Subject to the Owners' prior approval the Vessel is to follow ice-breakers when reasonably required with regard to her size, construction and ice class.

34. Requisition

Should the Vessel be requisitioned by the government of the Vessel's flag during the period of this Charter Party, the Vessel shall be deemed to be off hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by the Owners. The period during which the Vessel is on requisition to the said government shall count as part of the period provided for in this Charter Party.

If the period of requisition exceeds _____ months, either party shall have the option of cancelling this Charter Party and no consequential claim may be made by either party.

35. Stevedore Damage

Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and all damage to the Vessel caused by stevedores provided the Master has notified the Charterers and/or their agents in writing as soon as practical but not later than 48 hours after any damage is discovered. Such notice to specify the damage in detail and to invite Charterers to appoint a surveyor to assess the extent of such damage.

(a) In case of any and all damage(s) affecting the Vessel's seaworthiness and/or the safety of the crew and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately arrange for repairs of such damage(s) at their expense and the Vessel is to remain on hire until such repairs are completed and if required passed by the Vessel's classification society.

(b) Any and all damage(s) not described under point (a) above shall be repaired at the Charterers' option, before or after redelivery concurrently with the Owners' work. In such case no hire and/or expenses will be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the Owners' work.

36. Cleaning of Holds

The Charterers shall provide and pay extra for sweeping and/or washing and/or cleaning of holds between voyages and/or between cargoes provided such work can be undertaken by the crew and is permitted by local regulations, at the rate of _____ per hold.

In connection with any such operation, the Owners shall not be responsible if the Vessel's holds are not accepted or passed by the port or any other authority. The Charterers shall have the option to re-deliver the Vessel with unclean/upswept holds against a lumpsum payment of _____ in lieu of cleaning.

37. Taxes

Charterers to pay all local, State, National taxes and/or dues assessed on the Vessel or the Owners resulting from the Charterers' orders herein, whether assessed during or after the currency of this Charter Party including any taxes and/or dues on cargo and/or freights and/or sub-freights and/or hire (excluding taxes levied by the country of the flag of the Vessel or the Owners).

38. Charterers' Colors

The Charterers shall have the privilege of flying their own house flag and painting the Vessel with their own markings. The Vessel shall be repainted in the Owners' colors before termination of the Charter Party. Cost and time of painting, maintaining and repainting those changes effected by the Charterers shall be for the Charterers' account.

39. **Laid up Returns** 450

The Charterers shall have the benefit of any return insurance premium receivable by the Owners from their underwriters as and when received from underwriters by reason of the Vessel being in port for a minimum period of 30 days if on full hire for this period or pro rata for the time actually on hire. 451
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40. **Documentation** 454

The Owners shall provide any documentation relating to the Vessel that may be required to permit the Vessel to trade within the agreed trade limits, including, but not limited to certificates of financial responsibility for oil pollution, provided such oil pollution certificates are obtainable from the Owners' P & I club, valid international tonnage certificate, Suez and Panama tonnage certificates, valid certificate of registry and certificates relating to the strength and/or serviceability of the Vessel's gear. 455
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41. **Stowaways** 460

(a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers. 461
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(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire. 464
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(iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a)(ii) above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel. 471
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(b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off hire. 475
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(ii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel. 479
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42. **Smuggling** 483

In the event of smuggling by the Master, Officers and/or crew, the Owners shall bear the cost of any fines, taxes, or imposts levied and the Vessel shall be off hire for any time lost as a result thereof. 484
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43. **Commissions** 486

A commission of _____ percent is payable by the Vessel and the Owners to _____ 487
488
489
490
on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter. 491

44. **Address Commission** 492

An address commission of _____ percent is payable to _____ 493

on hire earned and paid under this Charter.

45. Arbitration

(a) NEW YORK

All disputes arising out of this contract shall be arbitrated at New York in the following manner, and subject to U.S. Law:

One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc.

For disputes where the total amount claimed by either party does not exceed US \$ 1,000,000, the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc. **

(b) LONDON

All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be members of the Baltic Mercantile & Shipping Exchange and engaged in Shipping, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law.

For disputes where the total amount claimed by either party does not exceed US \$ 1,000,000, the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

*Delete para (a) or (b) as appropriate

*** Where no figure is supplied in the blank space this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.*


If mutually agreed, clauses _____ to _____, both inclusive, as attached hereto are fully incorporated in this Charter Party.

APPENDIX "A"

To Charter Party dated
Between
and

Owners
Charterers

Further details of the Vessel:

1. Shipbroker		BIMCO STANDARD BAREBOAT CHARTER CODE NAME: "BARECON 2001" 	
		2. Place and date	
3. Owners/Place of business (Cl. 1)		4. Bareboat Charterers/Place of business (Cl. 1)	
5. Vessel's name, call sign and flag (Cl. 1 and 3)			
6. Type of Vessel		7. GT/NT	
8. When/Where built		9. Total DWT (abt.) in metric tons on summer freeboard	
10. Classification Society (Cl. 3)		11. Date of last special survey by the Vessel's classification society	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3)			
13. Port or Place of delivery (Cl. 3)		14. Time for delivery (Cl. 4)	15. Cancelling date (Cl. 5)
16. Port or Place of redelivery (Cl. 15)		17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15)	
18. Running days' notice if other than stated in Cl. 4		19. Frequency of dry-docking (Cl. 10(g))	
20. Trading limits (Cl. 6)			
21. Charter period (Cl. 2)		22. Charter hire (Cl. 11)	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii))			
24. Rate of interest payable acc. to Cl. 11(f) and, if applicable, acc. to PART IV		25. Currency and method of payment (Cl. 11)	

(continued)

"BARECON 2001" STANDARD BAREBOAT CHARTER

PART I

26. Place of payment; also state beneficiary and bank account (Cl. 11)	27. Bank guarantee/bond (sum and place)(Cl. 24)(optional)
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business)(Cl. 12)	29. Insurance (hull and machinery and war risks)(state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k))(also state if Cl. 14 applies)
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g))	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g))
32. Latent defects (only to be filled in if period other than stated in Cl. 3)	33. Brokerage commission and to whom payable (Cl. 27)
34. Grace period (state number of clear banking days)(Cl. 28)	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30))
36. War cancellation (indicate countries agreed)(Cl. 26(f))	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies)(optional)	38. Name and place of Builders (only to be filled in if PART III applies)
39. Vessel's Yard Building No. (only to be filled in if PART III applies)	40. Date of Building Contract (only to be filled in if PART III applies)
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) b) c)	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies)(optional)	43. Bareboat Charter Registry (indicate "yes" or "no" whether PART V applies)(optional)
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies)	45. Country of the Underlying Registry (only to be filled in if PART V applies)
46. Number of additional clauses covering special provisions, if agreed	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and 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 but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in the Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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PART II
"BARECON 2001" Standard Bareboat Charter

1. Definitions	1	Owners notice of cancellation within thirty-six (36)	65
In this Charter, the following terms shall have the meanings hereby assigned to them:	2	running hours after the cancelling date stated in Box	66
"The Owners" shall mean the party identified in Box 3;	3	15, failing which this Charter shall remain in full force	67
"The Charterers" shall mean the party identified in Box 4;	4	and effect.	68
"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.	5	(b) If it appears that the Vessel will be delayed beyond	69
"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.	6	the cancelling date, the Owners may, as soon as they	70
	7	are in a position to state with reasonable certainty the	71
	8	day on which the Vessel should be ready, give notice	72
	9	thereof to the Charterers asking whether they will	73
	10	exercise their option of cancelling, and the option must	74
		then be declared within one hundred and sixty-eight	75
2. Charter Period	11	(168) running hours of the receipt by the Charterers of	76
In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period").	12	such notice or within thirty-six (36) running hours after	77
	13	the cancelling date, whichever is the earlier. If the	78
	14	Charterers do not then exercise their option of cancelling,	79
	15	the seventh day after the readiness date stated in the	80
		Owners' notice shall be substituted for the cancelling	81
3. Delivery	16	date indicated in Box 15 for the purpose of this Clause 5.	82
(not applicable when Part III applies, as indicated in Box 37)	17	(c) Cancellation under this Clause 5 shall be without	83
(a) The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter.	18	prejudice to any claim the Charterers may otherwise	84
The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.	19	have on the Owners under this Charter.	85
(b) The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.	20		
(c) The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.	21	6. Trading Restrictions	86
	22	The Vessel shall be employed in lawful trades for the	87
	23	carriage of suitable lawful merchandise within the trading	88
	24	limits indicated in Box 20.	89
	25	The Charterers undertake not to employ the Vessel or	90
	26	suffer the Vessel to be employed otherwise than in	91
	27	conformity with the terms of the contracts of insurance	92
	28	(including any warranties expressed or implied therein)	93
	29	without first obtaining the consent of the insurers to such	94
	30	employment and complying with such requirements as	95
	31	to extra premium or otherwise as the insurers may	96
	32	prescribe.	97
	33	The Charterers also undertake not to employ the Vessel	98
	34	or suffer her employment in any trade or business which	99
	35	is forbidden by the law of any country to which the Vessel	100
	36	may sail or is otherwise illicit or in carrying illicit or	101
	37	prohibited goods or in any manner whatsoever which	102
	38	may render her liable to condemnation, destruction,	103
	39	seizure or confiscation.	104
	40	Notwithstanding any other provisions contained in this	105
	41	Charter it is agreed that nuclear fuels or radioactive	106
	42	products or waste are specifically excluded from the	107
	43	cargo permitted to be loaded or carried under this	108
	44	Charter. This exclusion does not apply to radio-isotopes	109
	45	used or intended to be used for any industrial,	110
	46	commercial, agricultural, medical or scientific purposes	111
		provided the Owners' prior approval has been obtained	112
		to loading thereof.	113
4. Time for Delivery	47	7. Surveys on Delivery and Redelivery	114
(not applicable when Part III applies, as indicated in Box 37)	48	(not applicable when Part III applies, as indicated in Box 37)	115
The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.	49	The Owners and Charterers shall each appoint	116
Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.	50	surveyors for the purpose of determining and agreeing	117
The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.	51	in writing the condition of the Vessel at the time of	118
	52	delivery and redelivery hereunder. The Owners shall	119
	53	bear all expenses of the On-hire Survey including loss	120
	54	of time, if any, and the Charterers shall bear all expenses	121
	55	of the Off-hire Survey including loss of time, if any, at	122
	56	the daily equivalent to the rate of hire or pro rata thereof.	123
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5. Cancelling	60	8. Inspection	124
(not applicable when Part III applies, as indicated in Box 37)	61	The Owners shall have the right at any time after giving	125
(a) Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the	62	reasonable notice to the Charterers to inspect or survey	126
	63	the Vessel or instruct a duly authorised surveyor to carry	127
	64	out such survey on their behalf:-	128
		(a) to ascertain the condition of the Vessel and satisfy	129

PART II
"BARECON 2001" Standard Bareboat Charter

themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;	130 131 132 133 134	between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.	196 197 198 199 200
(b) in dry-dock if the Charterers have not dry-docked her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and	135 136 137 138	(iii) <u>Financial Security</u> - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.	201 202 203 204 205 206 207 208 209 210 211 212
(c) for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.	139 140 141 142 143	The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.	213 214 215 216 217 218
All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.	144 145 146	(b) <u>Operation of the Vessel</u> - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.	219 220 221 222 223 224 225 226 227 228 229 230
The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.	147 148 149 150 151	Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.	231 232 233
9. Inventories, Oil and Stores	152	(c) The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.	234 235 236 237
A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with the Owners on delivery and again on redelivery of the Vessel. The Charterers and the Owners, respectively, shall at the time of delivery and redelivery take over and pay for all bunkers, lubricating oil, unbrokeed provisions, paints, ropes and other consumable stores (excluding spare parts) in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.	153 154 155 156 157 158 159 160 161 162 163 164 165 166 167	(d) <u>Flag and Name of Vessel</u> - During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. The Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.	238 239 240 241 242 243 244 245 246 247 248
10. Maintenance and Operation	168	(e) <u>Changes to the Vessel</u> - Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.	249 250 251 252 253 254 255 256
(a) <u>Maintenance and Repairs</u> - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and, except as provided for in Clause 14(f), if applicable, at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.	169 170 171 172 173 174 175 176 177 178 179 180 181 182	(f) <u>Use of the Vessel's Outfit, Equipment and Appliances</u> - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The	257 258 259 260 261 262 263
(ii) <u>New Class and Other Safety Requirements</u> - In the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as	183 184 185 186 187 188 189 190 191 192 193 194 195		

PART II
"BARECON 2001" Standard Bareboat Charter

Charterers shall from time to time during the Charter	264	*)	(a) The Owners warrant that they have not effected	330
Period replace such items of equipment as shall be so	265		any mortgage(s) of the Vessel and that they shall not	331
damaged or worn as to be unfit for use. The Charterers	266		effect any mortgage(s) without the prior consent of the	332
are to procure that all repairs to or replacement of any	267		Charterers, which shall not be unreasonably withheld.	333
damaged, worn or lost parts or equipment be effected	268	*)	(b) The Vessel chartered under this Charter is financed	334
in such manner (both as regards workmanship and	269		by a mortgage according to the Financial Instrument.	335
quality of materials) as not to diminish the value of the	270		The Charterers undertake to comply, and provide such	336
Vessel. The Charterers have the right to fit additional	271		information and documents to enable the Owners to	337
equipment at their expense and risk but the Charterers	272		comply, with all such instructions or directions in regard	338
shall remove such equipment at the end of the period if	273		to the employment, insurances, operation, repairs and	339
requested by the Owners. Any equipment including radio	274		maintenance of the Vessel as laid down in the Financial	340
equipment on hire on the Vessel at time of delivery shall	275		Instrument or as may be directed from time to time during	341
be kept and maintained by the Charterers and the	276		the currency of the Charter by the mortgagee(s) in	342
Charterers shall assume the obligations and liabilities	277		conformity with the Financial Instrument. The Charterers	343
of the Owners under any lease contracts in connection	278		confirm that, for this purpose, they have acquainted	344
therewith and shall reimburse the Owners for all	279		themselves with all relevant terms, conditions and	345
expenses incurred in connection therewith, also for any	280		provisions of the Financial Instrument and agree to	346
new equipment required in order to comply with radio	281		acknowledge this in writing in any form that may be	347
regulations.	282		required by the mortgagee(s). The Owners warrant that	348
(g) <u>Periodical Dry-Docking</u> - The Charterers shall dry-	283		they have not effected any mortgage(s) other than stated	349
dock the Vessel and clean and paint her underwater	284		in Box 28 and that they shall not agree to any	350
parts whenever the same may be necessary, but not	285		amendment of the mortgage(s) referred to in Box 28 or	351
less than once during the period stated in Box 19 or, if	286		effect any other mortgage(s) without the prior consent	352
Box 19 has been left blank, every sixty (60) calendar	287		of the Charterers, which shall not be unreasonably	353
months after delivery or such other period as may be	288		withheld.	354
required by the Classification Society or flag State.	289	*)	(Optional, Clauses 12(a) and 12(b) are alternatives;	355
			indicate alternative agreed in Box 28).	356
11. Hire	290			
(a) The Charterers shall pay hire due to the Owners	291		13. Insurance and Repairs	357
punctually in accordance with the terms of this Charter	292		(a) During the Charter Period the Vessel shall be kept	358
in respect of which time shall be of the essence.	293		insured by the Charterers at their expense against hull	359
(b) The Charterers shall pay to the Owners for the hire	294		and machinery, war and Protection and Indemnity risks	360
of the Vessel a lump sum in the amount indicated in	295		(and any risks against which it is compulsory to insure	361
Box 22 which shall be payable not later than every thirty	296		for the operation of the Vessel, including maintaining	362
(30) running days in advance, the first lump sum being	297		financial security in accordance with sub-clause	363
payable on the date and hour of the Vessel's delivery to	298		10(a)(iii) in such form as the Owners shall in writing	364
the Charterers. Hire shall be paid continuously	299		approve, which approval shall not be un-reasonably	365
throughout the Charter Period.	300		withheld. Such insurances shall be arranged by the	366
(c) Payment of hire shall be made in cash without	301		Charterers to protect the interests of both the Owners	367
discount in the currency and in the manner indicated in	302		and the Charterers and the mortgagee(s) (if any), and	368
Box 25 and at the place mentioned in Box 26.	303		the Charterers shall be at liberty to protect under such	369
(d) Final payment of hire, if for a period of less than	304		insurances the interests of any managers they may	370
thirty (30) running days, shall be calculated proportionally	305		appoint. Insurance policies shall cover the Owners and	371
according to the number of days and hours remaining	306		the Charterers according to their respective interests.	372
before redelivery and advance payment to be effected	307		Subject to the provisions of the Financial Instrument, if	373
accordingly.	308		any, and the approval of the Owners and the insurers,	374
(e) Should the Vessel be lost or missing, hire shall	309		the Charterers shall effect all insured repairs and shall	375
cease from the date and time when she was lost or last	310		undertake settlement and reimbursement from the	376
heard of. The date upon which the Vessel is to be treated	311		insurers of all costs in connection with such repairs as	377
as lost or missing shall be ten (10) days after the Vessel	312		well as insured charges, expenses and liabilities to the	378
was last reported or when the Vessel is posted as	313		extent of coverage under the insurances herein provided	379
missing by Lloyd's, whichever occurs first. Any hire paid	314		for.	380
in advance to be adjusted accordingly.	315		The Charterers also to remain responsible for and to	381
(f) Any delay in payment of hire shall entitle the	316		effect repairs and settlement of costs and expenses	382
Owners to interest at the rate per annum as agreed in	317		incurred thereby in respect of all other repairs not	383
Box 24. If Box 24 has not been filled in, the three months	318		covered by the insurances and/or not exceeding any	384
interbank offered rate in London (LIBOR or its successor)	319		possible franchise(s) or deductibles provided for in the	385
for the currency stated in Box 25, as quoted by the British	320		insurances.	386
Bankers' Association (BBA) on the date when the hire	321		All time used for repairs under the provisions of sub-	387
fell due, increased by 2 per cent., shall apply.	322		clause 13(a) and for repairs of latent defects according	388
(g) Payment of interest due under sub-clause 11(f)	323		to Clause 3(c) above, including any deviation, shall be	389
shall be made within seven (7) running days of the date	324		for the Charterers' account.	390
of the Owners' invoice specifying the amount payable	325		(b) If the conditions of the above insurances permit	391
or, in the absence of an invoice, at the time of the next	326		additional insurance to be placed by the parties, such	392
hire payment date.	327		cover shall be limited to the amount for each party set	393
			out in Box 30 and Box 31, respectively. The Owners or	394
12. Mortgage	328		the Charterers as the case may be shall immediately	395
(only to apply if Box 28 has been appropriately filled in)	329		furnish the other party with particulars of any additional	396

PART II
"BARECON 2001" Standard Bareboat Charter

insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.	397 398 399 400	presentation of accounts.	464
(c) The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.	401 402 403 404 405	(e) The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.	465 466 467 468 469 470
(d) Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.	406 407 408 409 410 411 412 413 414 415 416	(f) All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.	471 472 473 474 475
(e) The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.	417 418 419 420	The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.	476 477 478
(f) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.	421 422 423 424	(g) If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.	479 480 481 482 483 484 485 486 487 488
14. Insurance, Repairs and Classification	425	(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.	489 490 491 492 493 494
<i>(Optional, only to apply if expressly agreed and stated in Box 25, in which event Clause 13 shall be considered deleted).</i>	426 427 428	(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.	495 496 497 498 499
(a) During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.	429 430 431 432 433 434 435 436 437 438 439 440	(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.	500 501 502 503
(b) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.	441 442 443 444 445 446 447 448	(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.	504 505 506 507
(c) In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.	449 450 451 452 453 454	(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.	508 509 510 511 512 513
(d) The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon	455 456 457 458 459 460 461 462 463	15. Redelivery	514
		At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.	515 516 517 518 519 520 521 522 523 524 525
		The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above,	526 527 528 529 530

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should the Charterers fail to redeliver the Vessel within	531	19. Salvage	594
the Charter Period, the Charterers shall pay the daily	532	All salvage and towage performed by the Vessel shall	595
equivalent to the rate of hire stated in Box 22 plus 10	533	be for the Charterers' benefit and the cost of repairing	596
per cent. or to the market rate, whichever is the higher,	534	damage occasioned thereby shall be borne by the	597
for the number of days by which the Charter Period is	535	Charterers.	598
exceeded. All other terms, conditions and provisions of	536		
this Charter shall continue to apply.	537	20. Wreck Removal	599
Subject to the provisions of Clause 10, the Vessel shall	538	In the event of the Vessel becoming a wreck or	600
be redelivered to the Owners in the same or as good	539	obstruction to navigation the Charterers shall indemnify	601
structure, state, condition and class as that in which she	540	the Owners against any sums whatsoever which the	602
was delivered, fair wear and tear not affecting class	541	Owners shall become liable to pay and shall pay in	603
excepted.	542	consequence of the Vessel becoming a wreck or	604
The Vessel upon redelivery shall have her survey cycles	543	obstruction to navigation.	605
up to date and trading and class certificates valid for at	544		
least the number of months agreed in Box 17.	545	21. General Average	606
		The Owners shall not contribute to General Average.	607
16. Non-Lien	546		
The Charterers will not suffer, nor permit to be continued,	547	22. Assignment, Sub-Charter and Sale	608
any lien or encumbrance incurred by them or their	548	(a) The Charterers shall not assign this Charter nor	609
agents, which might have priority over the title and	549	sub-charter the Vessel on a bareboat basis except with	610
interest of the Owners in the Vessel. The Charterers	550	the prior consent in writing of the Owners, which shall	611
further agree to fasten to the Vessel in a conspicuous	551	not be unreasonably withheld, and subject to such terms	612
place and to keep so fastened during the Charter Period	552	and conditions as the Owners shall approve.	613
a notice reading as follows:	553	(b) The Owners shall not sell the Vessel during the	614
"This Vessel is the property of (name of Owners). It is	554	currency of this Charter except with the prior written	615
under charter to (name of Charterers) and by the terms	555	consent of the Charterers, which shall not be unreason-	616
of the Charter Party neither the Charterers nor the	556	ably withheld, and subject to the buyer accepting an	617
Master have any right, power or authority to create, incur	557	assignment of this Charter.	618
or permit to be imposed on the Vessel any lien	558		
whatsoever."	559	23. Contracts of Carriage	619
		(a) The Charterers are to procure that all documents	620
17. Indemnity	560	issued during the Charter Period evidencing the terms	621
(a) The Charterers shall indemnify the Owners against	561	and conditions agreed in respect of carriage of goods	622
any loss, damage or expense incurred by the Owners	562	shall contain a paramount clause incorporating any	623
arising out of or in relation to the operation of the Vessel	563	legislation relating to carrier's liability for cargo	624
by the Charterers, and against any lien of whatsoever	564	compulsorily applicable in the trade; if no such legislation	625
nature arising out of an event occurring during the	565	exists, the documents shall incorporate the Hague-Visby	626
Charter Period. If the Vessel be arrested or otherwise	566	Rules. The documents shall also contain the New Jason	627
detained by reason of claims or liens arising out of her	567	Clause and the Both-to-Blame Collision Clause.	628
operation hereunder by the Charterers, the Charterers	568	(b) The Charterers are to procure that all passenger	629
shall at their own expense take all reasonable steps to	569	tickets issued during the Charter Period for the carriage	630
secure that within a reasonable time the Vessel is	570	of passengers and their luggage under this Charter shall	631
released, including the provision of bail.	571	contain a paramount clause incorporating any legislation	632
Without prejudice to the generality of the foregoing, the	572	relating to carrier's liability for passengers and their	633
Charterers agree to indemnify the Owners against all	573	luggage compulsorily applicable in the trade; if no such	634
consequences or liabilities arising from the Master,	574	legislation exists, the passenger tickets shall incorporate	635
officers or agents signing Bills of Lading or other	575	the Athens Convention Relating to the Carriage of	636
documents.	576	Passengers and their Luggage by Sea, 1974, and any	637
(b) If the Vessel be arrested or otherwise detained by	577	protocol thereto.	638
reason of a claim or claims against the Owners, the	578	*) Delete as applicable.	639
Owners shall at their own expense take all reasonable	579		
steps to secure that within a reasonable time the Vessel	580	24. Bank Guarantee	640
is released, including the provision of bail.	581	(Optional, only to apply if Box 27 filled in)	641
In such circumstances the Owners shall indemnify the	582	The Charterers undertake to furnish, before delivery of	642
Charterers against any loss, damage or expense	583	the Vessel, a first class bank guarantee or bond in the	643
incurred by the Charterers (including hire paid under	584	sum and at the place as indicated in Box 27 as guarantee	644
this Charter) as a direct consequence of such arrest or	585	for full performance of their obligations under this	645
detention.	586	Charter.	646
18. Lien	587	25. Requisition/Acquisition	647
The Owners to have a lien upon all cargoes, sub-hires	588	(a) In the event of the Requisition for Hire of the Vessel	648
and sub-freights belonging or due to the Charterers or	589	by any governmental or other competent authority	649
any sub-charterers and any Bill of Lading freight for all	590	(hereinafter referred to as "Requisition for Hire")	650
claims under this Charter, and the Charterers to have a	591	irrespective of the date during the Charter Period when	651
lien on the Vessel for all moneys paid in advance and	592	"Requisition for Hire" may occur and irrespective of the	652
not earned.	593	length thereof and whether or not it be for an indefinite	653

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or a limited period of time, and irrespective of whether it	654	the same time as the next payment of hire is due.	721
may or will remain in force for the remainder of the	655	(e) The Charterers shall have the liberty:	722
Charter Period, this Charter shall not be deemed thereby	656	(i) to comply with all orders, directions, recommend-	723
or thereupon to be frustrated or otherwise terminated	657	ations or advice as to departure, arrival, routes,	724
and the Charterers shall continue to pay the stipulated	658	sailing in convoy, ports of call, stoppages,	725
hire in the manner provided by this Charter until the time	659	destinations, discharge of cargo, delivery, or in any	726
when the Charter would have terminated pursuant to	660	other way whatsoever, which are given by the	727
any of the provisions hereof always provided however	661	Government of the Nation under whose flag the	728
that in the event of "Requisition for Hire" any Requisition	662	Vessel sails, or any other Government, body or	729
Hire or compensation received or receivable by the	663	group whatsoever acting with the power to compel	730
Owners shall be payable to the Charterers during the	664	compliance with their orders or directions;	731
remainder of the Charter Period or the period of the	665	(ii) to comply with the orders, directions or recom-	732
"Requisition for Hire" whichever be the shorter.	666	mendations of any war risks underwriters who have	733
(b) In the event of the Owners being deprived of their	667	the authority to give the same under the terms of	734
ownership in the Vessel by any Compulsory Acquisition	668	the war risks insurance;	735
of the Vessel or requisition for title by any governmental	669	(iii) to comply with the terms of any resolution of the	736
or other competent authority (hereinafter referred to as	670	Security Council of the United Nations, any	737
"Compulsory Acquisition"), then, irrespective of the date	671	directives of the European Community, the effective	738
during the Charter Period when "Compulsory Acqui-	672	orders of any other Supranational body which has	739
sition" may occur, this Charter shall be deemed	673	the right to issue and give the same, and with	740
terminated as of the date of such "Compulsory	674	national laws aimed at enforcing the same to which	741
Acquisition". In such event Charter Hire to be considered	675	the Owners are subject, and to obey the orders	742
as earned and to be paid up to the date and time of	676	and directions of those who are charged with their	743
such "Compulsory Acquisition".	677	enforcement.	744
		(f) In the event of outbreak of war (whether there be a	745
26. War	678	declaration of war or not) (i) between any two or more	746
(a) For the purpose of this Clause, the words "War	679	of the following countries: the United States of America;	747
Risks" shall include any war (whether actual or	680	Russia; the United Kingdom; France; and the People's	748
threatened), act of war, civil war, hostilities, revolution,	681	Republic of China, (ii) between any two or more of the	749
rebellion, civil commotion, warlike operations, the laying	682	countries stated in Box 36, both the Owners and the	750
of mines (whether actual or reported), acts of piracy,	683	Charterers shall have the right to cancel this Charter,	751
acts of terrorists, acts of hostility or malicious damage,	684	whereupon the Charterers shall redeliver the Vessel to	752
blockades (whether imposed against all vessels or	685	the Owners in accordance with Clause 15, if the Vessel	753
imposed selectively against vessels of certain flags or	686	has cargo on board after discharge thereof at	754
ownership, or against certain cargoes or crews or	687	destination, or if debarred under this Clause from	755
otherwise howsoever), by any person, body, terrorist or	688	reaching or entering it at a near, open and safe port as	756
political group, or the Government of any state	689	directed by the Owners, or if the Vessel has no cargo	757
whatsoever, which may be dangerous or are likely to be	690	on board, at the port at which the Vessel then is or if at	758
or to become dangerous to the Vessel, her cargo, crew	691	sea at a near, open and safe port as directed by the	759
or other persons on board the Vessel.	692	Owners. In all cases hire shall continue to be paid in	760
(b) The Vessel, unless the written consent of the	693	accordance with Clause 11 and except as aforesaid all	761
Owners be first obtained, shall not continue to or go	694	other provisions of this Charter shall apply until	762
through any port, place, area or zone (whether of land	695	redelivery.	763
or sea), or any waterway or canal, where it reasonably	696		
appears that the Vessel, her cargo, crew or other	697	27. Commission	764
persons on board the Vessel, in the reasonable	698	The Owners to pay a commission at the rate indicated	765
judgement of the Owners, may be, or are likely to be,	699	in Box 33 to the Brokers named in Box 33 on any hire	766
exposed to War Risks. Should the Vessel be within any	700	paid under the Charter. If no rate is indicated in Box 33,	767
such place as aforesaid, which only becomes danger-	701	the commission to be paid by the Owners shall cover	768
ous, or is likely to be or to become dangerous, after her	702	the actual expenses of the Brokers and a reasonable	769
entry into it, the Owners shall have the right to require	703	fee for their work.	770
the Vessel to leave such area.	704	If the full hire is not paid owing to breach of the Charter	771
(c) The Vessel shall not load contraband cargo, or to	705	by either of the parties the party liable therefor shall	772
pass through any blockade, whether such blockade be	706	indemnify the Brokers against their loss of commission.	773
imposed on all vessels, or is imposed selectively in any	707	Should the parties agree to cancel the Charter, the	774
way whatsoever against vessels of certain flags or	708	Owners shall indemnify the Brokers against any loss of	775
ownership, or against certain cargoes or crews or	709	commission but in such case the commission shall not	776
otherwise howsoever, or to proceed to an area where	710	exceed the brokerage on one year's hire.	777
she shall be subject, or is likely to be subject to a	711		
belligerent's right of search and/or confiscation.	712	28. Termination	778
(d) If the insurers of the war risks insurance, when	713	(a) <u>Charterers' Default</u>	779
Clause 14 is applicable, should require payment of	714	The Owners shall be entitled to withdraw the Vessel from	780
premiums and/or calls because, pursuant to the	715	the service of the Charterers and terminate the Charter	781
Charterers' orders, the Vessel is within, or is due to enter	716	with immediate effect by written notice to the Charterers if:	782
and remain within, any area or areas which are specified	717	(i) the Charterers fail to pay hire in accordance with	783
by such insurers as being subject to additional premiums	718	Clause 11. However, where there is a failure to	784
because of War Risks, then such premiums and/or calls	719	make punctual payment of hire due to oversight,	785
shall be reimbursed by the Charterers to the Owners at	720	negligence, errors or omissions on the part of the	786

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Charterers or their bankers, the Owners shall give	787	from the Charterers at her current or next port of call, or	854
the Charterers written notice of the number of clear	788	at a port or place convenient to them without hindrance	855
banking days stated in Box 34 (as recognised at	789	or interference by the Charterers, courts or local	856
the agreed place of payment) in which to rectify	790	authorities. Pending physical repossession of the Vessel	857
the failure, and when so rectified within such	791	in accordance with this Clause 29, the Charterers shall	858
number of days following the Owners' notice, the	792	hold the Vessel as gratuitous bailee only to the Owners.	859
payment shall stand as regular and punctual.	793	The Owners shall arrange for an authorised represent-	860
Failure by the Charterers to pay hire within the	794	ative to board the Vessel as soon as reasonably	861
number of days stated in Box 34 of their receiving	795	practicable following the termination of the Charter. The	862
the Owners' notice as provided herein, shall entitle	796	Vessel shall be deemed to be repossessed by the	863
the Owners to withdraw the Vessel from the service	797	Owners from the Charterers upon the boarding of the	864
of the Charterers and terminate the Charter without	798	Vessel by the Owners' representative. All arrangements	865
further notice;	799	and expenses relating to the settling of wages,	866
(ii) the Charterers fail to comply with the requirements of:	800	disembarkation and repatriation of the Charterers'	867
(1) Clause 6 (Trading Restrictions)	801	Master, officers and crew shall be the sole responsibility	868
(2) Clause 13(a) (Insurance and Repairs)	802	of the Charterers.	869
provided that the Owners shall have the option, by	803		
written notice to the Charterers, to give the	804	30. Dispute Resolution	870
Charterers a specified number of days grace within	805	*) (a) This Contract shall be governed by and construed	871
which to rectify the failure without prejudice to the	806	in accordance with English law and any dispute arising	872
Owners' right to withdraw and terminate under this	807	out of or in connection with this Contract shall be referred	873
Clause if the Charterers fail to comply with such	808	to arbitration in London in accordance with the Arbitration	874
notice;	809	Act 1996 or any statutory modification or re-enactment	875
(ii) the Charterers fail to rectify any failure to comply	810	thereof save to the extent necessary to give effect to	876
with the requirements of sub-clause 10(a)(i)	811	the provisions of this Clause.	877
(Maintenance and Repairs) as soon as practically	812	The arbitration shall be conducted in accordance with	878
possible after the Owners have requested them in	813	the London Maritime Arbitrators Association (LMAA)	879
writing so to do and in any event so that the Vessel's	814	Terms current at the time when the arbitration proceed-	880
insurance cover is not prejudiced.	815	ings are commenced.	881
(b) Owners' Default	816	The reference shall be to three arbitrators. A party	882
If the Owners shall by any act or omission be in breach	817	wishing to refer a dispute to arbitration shall appoint its	883
of their obligations under this Charter to the extent that	818	arbitrator and send notice of such appointment in writing	884
the Charterers are deprived of the use of the Vessel	819	to the other party requiring the other party to appoint its	885
and such breach continues for a period of fourteen (14)	820	own arbitrator within 14 calendar days of that notice and	886
running days after written notice thereof has been given	821	stating that it will appoint its arbitrator as sole arbitrator	887
by the Charterers to the Owners, the Charterers shall	822	unless the other party appoints its own arbitrator and	888
be entitled to terminate this Charter with immediate effect	823	gives notice that it has done so within the 14 days	889
by written notice to the Owners.	824	specified. If the other party does not appoint its own	890
(c) Loss of Vessel	825	arbitrator and give notice that it has done so within the	891
This Charter shall be deemed to be terminated if the	826	14 days specified, the party referring a dispute to	892
Vessel becomes a total loss or is declared as a	827	arbitration may, without the requirement of any further	893
constructive or compromised or arranged total loss. For	828	prior notice to the other party, appoint its arbitrator as	894
the purpose of this sub-clause, the Vessel shall not be	829	sole arbitrator and shall advise the other party	895
deemed to be lost unless she has either become an	830	accordingly. The award of a sole arbitrator shall be	896
actual total loss or agreement has been reached with	831	binding on both parties as if he had been appointed by	897
her underwriters in respect of her constructive,	832	agreement.	898
compromised or arranged total loss or if such agreement	833	Nothing herein shall prevent the parties agreeing in	899
with her underwriters is not reached it is adjudged by a	834	writing to vary these provisions to provide for the	900
competent tribunal that a constructive loss of the Vessel	835	appointment of a sole arbitrator.	901
has occurred.	836	In cases where neither the claim nor any counterclaim	902
(d) Either party shall be entitled to terminate this	837	exceeds the sum of US\$50,000 (or such other sum as	903
Charter with immediate effect by written notice to the	838	the parties may agree) the arbitration shall be conducted	904
other party in the event of an order being made or	839	in accordance with the LMAA Small Claims Procedure	905
resolution passed for the winding up, dissolution,	840	current at the time when the arbitration proceedings are	906
liquidation or bankruptcy of the other party (otherwise	841	commenced.	907
than for the purpose of reconstruction or amalgamation)	842	*) (b) This Contract shall be governed by and construed	908
or if a receiver is appointed, or if it suspends payment,	843	in accordance with Title 9 of the United States Code	909
ceases to carry on business or makes any special	844	and the Maritime Law of the United States and any	910
arrangement or composition with its creditors.	845	dispute arising out of or in connection with this Contract	911
(e) The termination of this Charter shall be without	846	shall be referred to three persons at New York, one to	912
prejudice to all rights accrued due between the parties	847	be appointed by each of the parties hereto, and the third	913
prior to the date of termination and to any claim that	848	by the two so chosen; their decision or that of any two	914
either party might have.	849	of them shall be final, and for the purposes of enforcing	915
		any award, judgement may be entered on an award by	916
		any court of competent jurisdiction. The proceedings	917
		shall be conducted in accordance with the rules of the	918
		Society of Maritime Arbitrators, Inc.	919
		In cases where neither the claim nor any counterclaim	920
29. Repossession	850		
In the event of the termination of this Charter in	851		
accordance with the applicable provisions of Clause 28,	852		
the Owners shall have the right to repossess the Vessel	853		

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- exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.
- *) (c) This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.
- (d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.
- In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:-
- (i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
- (ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.
- (iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.
- (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.
- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.
- (Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)*
- (e) If Box 35 in Part I is not appropriately filled in, sub-clause 30(a) of this Clause shall apply. Sub-clause 30(d) shall apply in all cases.
- *) Sub-clauses 30(a), 30(b) and 30(c) are alternatives; indicate alternative agreed in Box 35.
- 31. Notices**
- (a) Any notice to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.
- (b) The address of the Parties for service of such communication shall be as stated in Boxes 3 and 4 respectively.

PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

1. **Specifications and Building Contract**
 - (a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been countersigned as approved by the Charterers.
 - (b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.
 - (c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.
 - (d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any. Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies. However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.
- Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties. The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.
2. **Time and Place of Delivery**
 - (a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.
 - (b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.
 - (c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon:
 - (i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or
 - (ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;
 - (iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;
 - (iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.
 - (d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.
3. **Guarantee Works**

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.
4. **Name of Vessel**

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be painted in the colours, display the funnel insignia and fly the house flag as required by the Charterers.
5. **Survey on Redelivery**

The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of re-delivery. Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.

PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY
(Optional, only to apply if expressly agreed and stated in Box 43)

- | | | | |
|---|----|---|----|
| 1. Definitions | 1 | 3. Termination of Charter by Default | 17 |
| For the purpose of this PART V, the following terms shall | 2 | If the Vessel chartered under this Charter is registered | 18 |
| have the meanings hereby assigned to them: | 3 | in a Bareboat Charter Registry as stated in Box 44, and | 19 |
| "The Bareboat Charter Registry" shall mean the registry | 4 | if the Owners shall default in the payment of any amounts | 20 |
| of the State whose flag the Vessel will fly and in which | 5 | due under the mortgage(s) specified in Box 28, the | 21 |
| the Charterers are registered as the bareboat charterers | 6 | Charterers shall, if so required by the mortgagee, direct | 22 |
| during the period of the Bareboat Charter. | 7 | the Owners to re-register the Vessel in the Underlying | 23 |
| "The Underlying Registry" shall mean the registry of the | 8 | Registry as shown in Box 45. | 24 |
| State in which the Owners of the Vessel are registered | 9 | In the event of the Vessel being deleted from the | 25 |
| as Owners and to which jurisdiction and control of the | 10 | Bareboat Charter Registry as stated in Box 44, due to a | 26 |
| Vessel will revert upon termination of the Bareboat | 11 | default by the Owners in the payment of any amounts | 27 |
| Charter Registration. | 12 | due under the mortgage(s), the Charterers shall have | 28 |
| | | the right to terminate this Charter forthwith and without | 29 |
| | | prejudice to any other claim they may have against the | 30 |
| | | Owners under this Charter. | 31 |
| 2. Mortgage | 13 | | |
| The Vessel chartered under this Charter is financed by | 14 | | |
| a mortgage and the provisions of Clause 12(b) (Part II) | 15 | | |
| shall apply. | 16 | | |

Sample Copy

PYMA CYPRUS

1954



LLOYD'S STANDARD FORM OF SALVAGE AGREEMENT

(APPROVED AND PUBLISHED BY THE COUNCIL OF LLOYD'S)

NO CURE - NO PAY

1. Name of the salvage Contractors: (referred to in this agreement as "the Contractors")	2. Property to be salvaged. The vessel: her cargo freight bunkers stores and any other property thereon but excluding the personal effects or baggage of passengers master or crew (referred to in this agreement as "the property")
3. Agreed place of safety:	4. Agreed currency of any arbitral award and security (if other than United States dollars)
5. Date of this agreement:	6. Place of agreement:
7. Is the Scopic Clause incorporated into this agreement? State alternative : Yes/No	
8. Person signing for and on behalf of the Contractors Signature:	9. Captain or other person signing for and on behalf of the property Signature:

A. Contractors' basic obligation: The Contractors identified in Box 1 hereby agree to use their best endeavours to save the property specified in Box 2 and to take the property to the place stated in Box 3 or to such other place as may hereafter be agreed. If no place is inserted in Box 3 and in the absence of any subsequent agreement as to the place where the property is to be taken the Contractors shall take the property to a place of safety.

B. Environmental protection: While performing the salvage services the Contractors shall also use their best endeavours to prevent or minimise damage to the environment.

(continued on the reverse side)

- C. Scopic Clause:** Unless the word “No” in Box 7 has been deleted this agreement shall be deemed to have been made on the basis that the Scopic Clause is not incorporated and forms no part of this agreement. If the word “No” is deleted in Box 7 this shall not of itself be construed as a notice invoking the Scopic Clause within the meaning of sub-clause 2 thereof.
- D. Effect of other remedies:** Subject to the provisions of the International Convention on Salvage 1989 as incorporated into English law (“the Convention”) relating to special compensation and to the Scopic Clause if incorporated the Contractors' services shall be rendered and accepted as salvage services upon the principle of “no cure - no pay” and any salvage remuneration to which the Contractors become entitled shall not be diminished by reason of the exception to the principle of “no cure - no pay” in the form of special compensation or remuneration payable to the Contractors under a Scopic Clause.
- E. Prior services:** Any salvage services rendered by the Contractors to the property before and up to the date of this agreement shall be deemed to be covered by this agreement.
- F. Duties of property owners:** Each of the owners of the property shall cooperate fully with the Contractors. In particular:
- (i) the Contractors may make reasonable use of the vessel's machinery gear and equipment free of expense provided that the Contractors shall not unnecessarily damage abandon or sacrifice any property on board;
 - (ii) the Contractors shall be entitled to all such information as they may reasonably require relating to the vessel or the remainder of the property provided such information is relevant to the performance of the services and is capable of being provided without undue difficulty or delay;
 - (iii) the owners of the property shall co-operate fully with the Contractors in obtaining entry to the place of safety stated in Box 3 or agreed or determined in accordance with Clause A.
- G. Rights of termination:** When there is no longer any reasonable prospect of a useful result leading to a salvage reward in accordance with Convention Articles 12 and/or 13 either the owners of the vessel or the Contractors shall be entitled to terminate the services hereunder by giving reasonable prior written notice to the other.
- H. Deemed performance:** The Contractors' services shall be deemed to have been performed when the property is in a safe condition in the place of safety stated in Box 3 or agreed or determined in accordance with Clause A. For the purpose of this provision the property shall be regarded as being in safe condition notwithstanding that the property (or part thereof) is damaged or in need of maintenance if (i) the Contractors are not obliged to remain in attendance to satisfy the requirements of any port or harbour authority, governmental agency or similar authority and (ii) the continuation of skilled salvage services from the Contractors or other salvors is no longer necessary to avoid the property becoming lost or significantly further damaged or delayed.
- I. Arbitration and the LSSA Clauses:** The Contractors' remuneration and/or special compensation shall be determined by arbitration in London in the manner prescribed by Lloyd's Standard Salvage and Arbitration Clauses (“the LSSA Clauses”) and Lloyd's Procedural Rules. The provisions of the LSSA Clauses and Lloyd's Procedural Rules are deemed to be incorporated in this agreement and form an integral part hereof. Any other difference arising out of this agreement or the operations hereunder shall be referred to arbitration in the same way.
- J. Governing law:** This agreement and any arbitration hereunder shall be governed by English law.
- K. Scope of authority:** The Master or other person signing this agreement on behalf of the property identified in Box 2 enters into this agreement as agent for the respective owners thereof and binds each (but not the one for the other or himself personally) to the due performance thereof.
- L. Inducements prohibited:** No person signing this agreement or any party on whose behalf it is signed shall at any time or in any manner whatsoever offer provide make give or promise to provide or demand or take any form of inducement for entering into this agreement.

IMPORTANT NOTICES :

1. **Salvage security.** As soon as possible the owners of the vessel should notify the owners of other property on board that this agreement has been made. If the Contractors are successful the owners of such property should note that it will become necessary to provide the Contractors with salvage security promptly in accordance with Clause 4 of the LSSA Clauses referred to in Clause I. The provision of General Average security does not relieve the salvaged interests of their separate obligation to provide salvage security to the Contractors.
2. **Incorporated provisions.** Copies of the Scopic Clause; the LSSA Clauses and Lloyd's Procedural Rules may be obtained from (i) the Contractors or (ii) the Salvage Arbitration Branch at Lloyd's, One Lime Street, London EC3M 7HA.

Tel.No. + 44(0)20 7327 5408

Fax No. +44(0)20 7327 6827

E-mail: lloyds-salvage@lloyds.com.

www.lloyds.com

LLOYD'S

15.1.08
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The Baltic and International Maritime Council (BIMCO), Copenhagen

1. Shipbroker		BIMCO UNIFORM TIME-CHARTER (AS REVISED 2001) CODE NAME: "BALTIME 1939"		 PART I
		2. Place and Date of Charter		
3. Owners/Place of business		4. Charterers/Place of business		
5. Vessel's Name		6. GT/NT		
7. Class		8. Indicated brake horse power (bhp)		
9. Total tons d.w. (abt.) on summer freeboard		10. Cubic feet grain/bale capacity		
11. Permanent bunkers (abt.)		12. Speed capability in knots (abt.) on a consumption in tons (abt.) of		
13. Present position		14. Period of hire (Cl. 1)		
15. Port of delivery (Cl. 1)		16. Time of delivery (Cl. 1)		
17. (a) Trade limits (Cl. 2)				
(b) Cargo exclusions specially agreed				
18. Bunkers on re-delivery (state min. and max. quantity)(Cl. 5)		19. Charter hire (Cl. 6)		
20. Hire payment (state currency, method and place of payment; also beneficiary and bank account) (Cl. 6)				
21. Place or range of re-delivery (Cl. 7)		22. Cancelling date (Cl. 21)		
23. Dispute resolution (state 22(A), 22(B) or 22(C); if 22(C) agreed Place of Arbitration <u>must</u> be stated) (Cl. 22)		24. Brokerage commission and to whom payable (Cl. 24)		
25. Numbers of additional clauses covering special provisions, if agreed				

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter 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)
--------------------	------------------------

PART II
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It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 of the gross/net tonnage indicated in Box 6, classed as stated in Box 7 and of indicated brake horse power (bhp) as stated in Box 8, carrying about the number of tons deadweight indicated in Box 9 on summer freeboard inclusive of bunkers, stores and provisions, having as per builder's plan a cubic-feet grain/bale capacity as stated in Box 10, exclusive of permanent bunkers, which contain about the number of tons stated in Box 11, and fully loaded capable of steaming about the number of knots indicated in Box 12 in good weather and smooth water on a consumption of about the number of tons fuel oil stated in Box 12, now in position as stated in Box 13 and the party mentioned as Charterers in Box 4, as follows:

1. Period/Port of Delivery/Time of Delivery

The Owners let, and the Charterers hire the Vessel for a period of the number of calendar months indicated in Box 14 from the time (not a Sunday or a legal Holiday unless taken over) the Vessel is delivered and placed at the disposal of the Charterers between 9 a.m. and 6 p.m., or between 9 a.m. and 2 p.m. if on Saturday, at the port stated in Box 15 in such available berth where she can safely lie always afloat, as the Charterers may direct, the Vessel being in every way fitted for ordinary cargo service. The Vessel shall be delivered at the time indicated in Box 16.

2. Trade

The Vessel shall be employed in lawful trades for the carriage of lawful merchandise only between safe ports or places where the Vessel can safely lie always afloat within the limits stated in Box 17. No live stock nor injurious, inflammable or dangerous goods (such as acids, explosives, calcium carbide, ferro silicon, naphtha, motor spirit, tar, or any of their products) shall be shipped.

3. Owners' Obligations

The Owners shall provide and pay for all provisions and wages, for insurance of the Vessel, for all deck and engine-room stores and maintain her in a thoroughly efficient state in hull and machinery during service. The Owners shall provide winchmen from the crew to operate the Vessel's cargo handling gear, unless the crew's employment conditions or local union or port regulations prohibit this, in which case qualified shore-winchmen shall be provided and paid for by the Charterers.

4. Charterers' Obligations

The Charterers shall provide and pay for all fuel oil, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug-assistance, consular charges (except those pertaining to the Master, officers and crew), canal, dock and other dues and charges, including any foreign general municipality or state taxes, also all dock, harbour and tonnage dues at the ports of delivery and re-delivery (unless incurred through cargo carried before delivery or after re-delivery), agencies, commissions, also shall arrange and pay for loading, trimming, stowing (including dunnage and shifting boards, excepting any already on board), unloading, weighing, tallying and delivery of cargoes, surveys on hatches, meals supplied to officials and men in their service and all other charges and expenses whatsoever including detention and expenses through quarantine (including cost of fumigation and disinfection). All ropes, slings and special runners actually used for loading

and discharging and any special gear, including special ropes and chains required by the custom of the port for mooring shall be for the Charterers' account. The Vessel shall be fitted with winches, derricks, wheels and ordinary runners capable of handling lifts up to 2 tons.

5. Bunkers

The Charterers at port of delivery and the Owners at port of re-delivery shall take over and pay for all fuel oil remaining in the Vessel's bunkers at current price at the respective ports. The Vessel shall be re-delivered with not less than the number of tons and not exceeding the number of tons of fuel oil in the Vessel's bunkers stated in Box 18.

6. Hire

The Charterers shall pay as hire the rate stated in Box 19 per 30 days, commencing in accordance with Clause 1 until her re-delivery to the Owners. Payment of hire shall be made in cash, in the currency stated in Box 20, without discount, every 30 days, in advance, and in the manner prescribed in Box 20. In default of payment the Owners shall have the right of withdrawing the Vessel from the service of the Charterers, without noting any protest and without interference by any court or any other formality whatsoever and without prejudice to any claim the Owners may otherwise have on the Charterers under the Charter.

7. Re-delivery

The Vessel shall be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted) at an ice-free port in the Charterers' option at the place or within the range stated in Box 21, between 9 a.m. and 6 p.m., and 9 a.m. and 2 p.m. on Saturday, but the day of re-delivery shall not be a Sunday or legal Holiday. The Charterers shall give the Owners not less than ten days' notice at which port and on about which day the Vessel will be re-delivered. Should the Vessel be ordered on a voyage by which the Charter period will be exceeded the Charterers shall have the use of the Vessel to enable them to complete the voyage, provided it could be reasonably calculated that the voyage would allow redelivery about the time fixed for the termination of the Charter, but for any time exceeding the termination date the Charterers shall pay the market rate if higher than the rate stipulated herein.

8. Cargo Space

The whole reach and burthen of the Vessel, including lawful deck-capacity shall be at the Charterers' disposal, reserving proper and sufficient space for the Vessel's Master, officers, crew, tackle, apparel, furniture, provisions and stores.

9. Master

The Master shall prosecute all voyages with the utmost despatch and shall render customary assistance with the Vessel's crew. The Master shall be under the orders of the Charterers as regards employment, agency, or other arrangements. The Charterers shall indemnify the Owners against all consequences or liabilities arising from the Master, officers or Agents signing Bills of Lading or other documents or otherwise complying with such orders, as well as from any irregularity in the Vessel's papers or for overcarrying goods. The Owners shall not be responsible for shortage, mixture, marks, nor for number of pieces or packages, nor for damage to or claims on cargo caused by bad stowage or otherwise. If

PART II
"BALTIME 1939" Uniform Time-Charter (as revised 2001)

the Charterers have reason to be dissatisfied with the	132	able on account of ice to reach the place or to get out	198
conduct of the Master or any officer, the Owners, on	133	after having completed loading or discharging. The	199
receiving particulars of the complaint, promptly to	134	Vessel shall not be obliged to force ice. If on account of	200
investigate the matter, and, if necessary and practicable,	135	ice the Master considers it dangerous to remain at the	201
to make a change in the appointments.	136	loading or discharging place for fear of the Vessel being	202
10. Directions and Logs	137	frozen in and/or damaged, he has liberty to sail to a	203
The Charterers shall furnish the Master with all	138	convenient open place and await the Charterers' fresh	204
instructions and sailing directions and the Master shall	139	instructions. Unforeseen detention through any of above	205
keep full and correct logs accessible to the Charterers	140	causes shall be for the Charterers' account.	206
or their Agents.	141	15. Loss of Vessel	207
11. Suspension of Hire etc.	142	Should the Vessel be lost or missing, hire shall cease	208
(A) In the event of drydocking or other necessary	143	from the date when she was lost. If the date of loss	209
measures to maintain the efficiency of the Vessel,	144	cannot be ascertained half hire shall be paid from the	210
deficiency of men or Owners' stores, breakdown of	145	date the Vessel was last reported until the calculated	211
machinery, damage to hull or other accident, either	146	date of arrival at the destination. Any hire paid in advance	212
hindering or preventing the working of the Vessel and	147	shall be adjusted accordingly.	213
continuing for more than twenty-four consecutive hours,	148	16. Overtime	214
no hire shall be paid in respect of any time lost thereby	149	The Vessel shall work day and night if required. The	215
during the period in which the Vessel is unable to perform	150	Charterers shall refund the Owners their outlays for all	216
the service immediately required. Any hire paid in	151	overtime paid to officers and crew according to the hours	217
advance shall be adjusted accordingly.	152	and rates stated in the Vessel's articles.	218
(B) In the event of the Vessel being driven into port or to	153	17. Lien	219
anchorage through stress of weather, trading to shallow	154	The Owners shall have a lien upon all cargoes and	220
harbours or to rivers or ports with bars or suffering an	155	sub-freights belonging to the Time-Charterers and any	221
accident to her cargo, any detention of the Vessel and/or	156	Bill of Lading freight for all claims under this Charter,	222
expenses resulting from such detention shall be for the	157	and the Charterers shall have a lien on the Vessel for all	223
Charterers' account even if such detention and/or	158	moneys paid in advance and not earned.	224
expenses, or the cause by reason of which either is	159	18. Salvage	225
incurred, be due to, or be contributed to by, the	160	All salvage and assistance to other vessels shall be for	226
negligence of the Owners' servants.	161	the Owners' and the Charterers' equal benefit after	227
12. Responsibility and Exemption	162	deducting the Master's, officers' and crew's proportion	228
The Owners only shall be responsible for delay in	163	and all legal and other expenses including hire paid	229
delivery of the Vessel or for delay during the currency of	164	under the charter for time lost in the salvage, also repairs	230
the Charter and for loss or damage to goods onboard, if	165	of damage and fuel oil consumed. The Charterers shall	231
such delay or loss has been caused by want of due	166	be bound by all measures taken by the Owners in order	232
diligence on the part of the Owners or their Manager in	167	to secure payment of salvage and to fix its amount.	233
making the Vessel seaworthy and fitted for the voyage	168	19. Sublet	234
or any other personal act or omission or default of the	169	The Charterers shall have the option of subletting the	235
Owners or their Manager. The Owners shall not be	170	Vessel, giving due notice to the Owners, but the original	236
responsible in any other case nor for damage or delay	171	Charterers shall always remain responsible to the	237
whatsoever and howsoever caused even if caused by	172	Owners for due performance of the Charter.	238
the neglect or default of their servants. The Owners shall	173	20. War ("Conwartime 1993")	239
not be liable for loss or damage arising or resulting	174	(A) For the purpose of this Clause, the words:	240
from strikes, lock-outs or stoppage or restraint of labour	175	(i) "Owners" shall include the shipowners, bareboat	241
(including the Master, officers or crew) whether partial	176	charterers, disponent owners, managers or other	242
or general. The Charterers shall be responsible for loss	177	operators who are charged with the management of the	243
or damage caused to the Vessel or to the Owners by	178	Vessel, and the Master; and	244
goods being loaded contrary to the terms of the Charter	179	(ii) "War Risks" shall include any war (whether actual or	245
or by improper or careless bunkering or loading, stowing	180	threatened), act of war, civil war, hostilities, revolution,	246
or discharging of goods or any other improper or	181	rebellion, civil commotion, warlike operations, the laying	247
negligent act on their part or that of their servants.	182	of mines (whether actual or reported), acts of piracy,	248
13. Advances	183	acts of terrorists, acts of hostility or malicious damage,	249
The Charterers or their Agents shall advance to the	184	blockades (whether imposed against all vessels or	250
Master, if required, necessary funds for ordinary	185	imposed selectively against vessels of certain flags or	251
disbursements for the Vessel's account at any port	186	ownership, or against certain cargoes or crews or	252
charging only interest at 6 per cent. p.a., such advances	187	otherwise howsoever), by any person, body, terrorist or	253
shall be deducted from hire.	188	political group, or the Government of any state	254
14. Excluded Ports	189	whatsoever, which, in the reasonable judgement of the	255
The Vessel shall not be ordered to nor bound to enter:	190	Master and/or the Owners, may be dangerous or are	256
(A) any place where fever or epidemics are prevalent or	191	likely to be or to become dangerous to the Vessel, her	257
to which the Master, officers and crew by law are not	192	cargo, crew or other persons on board the Vessel.	258
bound to follow the Vessel;	193	(B) The Vessel, unless the written consent of the Owners	259
(B) any ice-bound place or any place where lights,	194	be first obtained, shall not be ordered to or required to	260
lightships, marks and buoys are or are likely to be	195	continue to or through, any port, place, area or zone	261
withdrawn by reason of ice on the Vessel's arrival or	196	(whether of land or sea), or any waterway or canal, where	262
where there is risk that ordinarily the Vessel will not be	197		

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it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(C) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(D) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.

(E) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.

(F) The Vessel shall have liberty:-

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.

(G) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one

or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

(H) If in compliance with any of the provisions of sub-clauses (B) to (G) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter.

21. Cancelling

Should the Vessel not be delivered by the date indicated in Box 22, the Charterers shall have the option of cancelling. If the Vessel cannot be delivered by the cancelling date, the Charterers, if required, shall declare within 48 hours after receiving notice thereof whether they cancel or will take delivery of the Vessel.

22. Dispute Resolution

(A) This Charter shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(B) This Charter shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

PART II
"BALTIME 1939" Uniform Time-Charter (as revised 2001)

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	403 404 405 406 407 408	necessary to protect its interest.	445
*) (C) This Charter shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	409 410 411 412 413 414	(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.	446 447 448 449 450
(D) Notwithstanding (A), (B) or (C) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter.	415 416 417 418	(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.	451 452 453 454
In the case of a dispute in respect of which arbitration has been commenced under (A), (B) or (C) above, the following shall apply:-	419 420 421	(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.	455 456 457 458 459
(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.	422 423 424 425	(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)	460 461
(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	426 427 428 429 430 431 432 433 434 435 436 437 438	(E) If Box 23 in Part I is not appropriately filled in, sub-clause (A) of this Clause shall apply. Sub-clause (D) shall apply in all cases.	462 463 464
(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.	439 440 441 442	*) (A), (B) and (C) are alternatives; indicate alternative agreed in Box 23.	465 466
(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers	443 444	23. General Average	467
		General Average shall be settled according to York/Antwerp Rules, 1994 and any subsequent modification thereof. Hire shall not contribute to General Average.	468 469 470
		24. Commission	471
		The Owners shall pay a commission at the rate stated in Box 24 to the party mentioned in Box 24 on any hire paid under the Charter, but in no case less than is necessary to cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission. Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.	472 473 474 475 476 477 478 479 480 481 482 483

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