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GENVOY

GENERAL PURPOSE VOYAGE CHARTER PARTY

Owners: Vessels: Position: Charterers: Loading Port: Cargo: Destination: Rate and Payment Of Freight: Laydays and Cancelling Date: Notice of Expected Readiness:	New York, NY <i>Geneva</i> ,, It is this day mutually agreed between..... ,..... Owners of the SS/MS....., of....gross/net tons register, classed..... now....and expected ready to load under this charter on or about..... 14, and ,....., as Charterers Unless otherwise specified, whenever the terms "ton" or "tons" appear in this Charter Party, it is deemed to mean a metric ton of 1,000 kilos. 1. That the said vessel being tight, staunch, strong and in every way fit to carry the cargo shall proceed to or so near thereto as she may safely get and lie always afloat (except as per Clause No. 11) and there load a full/part cargo in bulk and/or bags of which the Charterers bind themselves to ship, and being so loaded, the vessel shall proceed to : as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat (except as per Clause No. 11), and there deliver the cargo. 2. Freight shall be paid on intaken/outturn weight as follows. Eighty percent of the freight on bill of lading weight to be prepaid in New York within five days of signing and surrender in New York, or as otherwise specified, of Bills of Lading to Charterers or Charterers' agents. The balance of freight to be paid in New York following completion of discharge of the cargo and to include settlement of deadfreight, demurrage or despatch, and adjustment according to outturn weight unless freight is payable on intaken weight. Full freight to be deemed earned as cargo is loaded on board the vessel, and to be discountless and non-returnable, vessel and/or cargo lost or not lost. Charterers are entitled to deduct from the freight all brokerage, also despatch money at loading and discharging port(s) if any. 3. Laydays are not to commence before.....and should the vessel not in all respects be ready to load (whether in berth or in case berth designated by Charterers is not accessible not in berth) and notice tendered per Clause No. 9 before 1700 hours on the..... 19 the Charterers or Charterers Agents shall at any time thereafter, but no later than one hour after notice is tendered per Clause No. 9, have the option of cancelling this Charter Party . 4. Owners are to give Charterers at least 15 days' notice of vessel's expected readiness at loading port, also stating exact quantity of cargo required to be loaded, subsequently Owners are to give Charterers 10 days and 5 days written notice of vessel's definite readiness to load. Such notices to be submitted by telex, telegram or otherwise in writing. Should the vessel be delayed for any reason whatsoever subsequent to the date of this Charter Party, prior to proceeding to the loading port under this Charter Party or thereafter, including delays in the port(s) or undergoing repairs, Owners to inform Charterers immediately and at the same time give best evaluation of duration of delay and subsequently keep Charterers advised of any change in vessel's expected arrival at loading port and discharging port.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45
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Preparation of Holds for Loading:	5. At loading port(s), Owners are to tender vessel with holds properly swept, cleaned and dried, and free of residues of all previous cargoes to inspector's satisfaction, and in all respects ready to receive the cargo. Where bulk cargo is to be loaded, and prior to tendering the vessel for loading, cargo battens are to be removed, bilge boards, and limber boards are to be in place and made tight against cargo seepage, and rose boxes are to be suitably covered against cargo seepage. Should hand labor ultimately be required to discharge cargo from spaces so protected, cost of same to be for Owners' account, and such discharge to be done at Owners' risk and on Owners' time. Where bagged cargo is to be loaded, cargo battens are to be fitted prior to tendering the vessel for loading.	46 47 48 49 50 51 52
Loading Rate:	6. Cargo to be loaded, stowed, and/or trimmed by spout only by Charterers' stevedores at Charterers' risk and expense, at the average rate oftons of per workable hatch per weather working day of 24 running hours, provided the vessel can load at that rate, Sundays, local and legal holidays excepted, even if used, whether in berth or not time from noon on Saturday or a day preceding any holiday until 8:00 A.M. on Monday or the day following any holiday not to count as loading time, even if used, whether vessel is in berth or not, but notice tendered/accepted as per Clause No. 9.	53 54 55 56 57
Discharging Rate:	7. Cargo to be discharged by Charterers' stevedores at Charterers' risk and expense, at the average rate of tons of per working hatch per weather working day of 24 running hours, provided the vessel can discharge at that rate, Sundays, local and legal holidays excepted, even if used, whether in berth or not, time from noon on Saturday or a day preceding any holiday until 8:00 A.M. on Monday or the day following any holiday not to count as discharging time, even if used, whether vessel is in berth or not, but notice tendered/accepted as per Clause No. 9.	58 59 60 61 62
	8. Charterers shall have the option of averaging laytime at loading and discharging ports.	63
Time Commences:	9. Time at loading/discharging port to commence at 0800 on the working day following the day Master has tendered in writing to the Charterers Agents, during business hours, vessel's notice of readiness to load or discharge; vessel being in all respects ready to receive/discharge cargo. Business hours are 0800 to 1700 on weekends and 0800 to 1200 on Saturdays.	64 65 66 67
See Clause 58	In case the berth designated by Charterers or their Agents is occupied upon ship's arrival inside port limits, notice can be tendered on arrival during business hours, vessel being in all other respects ready to receive/discharge cargo. In case berth designated by Charterers or their Agents is occupied upon ship's arrival outside port limits, as near as she may safely get, and ship is not permitted by Port Authorities to enter the port due to congestion, notice of readiness can be tendered on arrival during business hours, vessel being in all other respects ready to receive/discharge cargo, but all time used by ship to proceed from point where notice was presented to berth to be deducted from laytime.	68 69 70 71 72 73
Demurrage and Despatch:	10. Charterers are to pay demurrage at the rate of U.S. \$..... per day of 24 running hours or pro rata for any part thereof, for all time used in excess of laytime. Owners are to pay despatch money at half the demurrage rate per day of 24 running hours or pro rata thereof for laytime saved.	74 75 76
Loading and Discharging Berth:	11. The cargo is to be loaded and/or discharged at any wharf dock or place that Charterers or their agents may direct, provided the vessel can lie always safely afloat, except that Charterers or their agents shall have the privilege of ordering the vessel to load and/or discharge at any wharf, dock or place where it is customary for vessels of similar size to lie not always afloat but safely aground.	77 78 79 80
Privilege of Additional Berths:	12. At loading and discharging port(s) Charterers shall have the option of ordering the vessel to more than one berth, in which case shifting expenses shall be for Owner's account. Time used in shifting shall count as laytime, unless the shift is made during excepted time.	81 82 83
Winch and Light Clause:	13. Vessel to supply, at both ends, and at all times free of charge to Charterers, winches, power and gear in good working condition and full light for night work on deck and in the holds if required. Unless otherwise specified, the vessel to supply a minimum of two winches and derricks both either forward or aft at each hatch. Winchmen from shore, if required by the regulations or custom of the port, to be for Charterers' account. Charterers to have the privilege of working all available cargo gear and hatches simultaneously.	84 85 86 87 88
Seaworthy Trim Clause:	14. If more than one loading and/or discharging port is used, the vessel to be so loaded and/or discharged as to leave her in seaworthy trim for passage between ports, but if this charter party be for a part cargo only, Charterers shall have no liability in this respect where other cargo aboard render seaworthy trim between ports beyond Charterers' control.	89 90 91
Deck Cargo:	15. Charterers are to have the privilege of loading cargo on deck at their risk and expense, same to be loaded, stowed and secured to Master's satisfaction.	92 93

Dues, Wharfage And Taxes:	16. At loading and discharging ports, all dues and/or wharfage and/or taxes on cargo to be for Charterers' account. All dues and/or wharfage and/or taxes on vessel to be for Owners' account, even when the same are measured by the quantity of cargo aboard.....	94 95 96 97 98
Extra Insurance:	17. Any extra insurance on cargo on account of vessel's age, flag, class, size, or ownership to be for vessel's account.	99
Dunnage:	18. Charterers are to provide all mats and/or paper and/or wood for dunnage and any separations other than by hold, if required. Owners are to allow the use of any such materials as may be on board, if required by Charterers. It is further understood that Owners shall not dispose of any such materials without first determining whether Charterers require the use of same. On completion of the voyage, Charterers shall have the option of disposing of any dunnage purchased by them at Charterers' risk and expense, and on Charterers' time, or leaving same on board the vessel.	100 101 102 103 104
Stevedore Damage:	19. When loading and/or discharging is effected by Charterers' stevedores, Charterers shall not be responsible for repairing any stevedore damage unless the Master has endeavored to obtain written acknowledgement of same from the stevedores, or unless a joint survey has been made, attended by representatives of Owners and Charterers.	105 106 107
Wireless Clause:	20. The Master is to send a radiogram to Charterers or their agents giving vessel's expected time of arrival 72 hours and again 24 hours before vessel is due at first loading and first discharging port.	108 109
Lien Clause:	21. Owners shall have a lien on the cargo for freight, deadfreight and demurrage. Charterers shall remain responsible for deadfreight and demurrage incurred at port of loading. Charterers shall also remain responsible for freight and demurrage incurred at the port of discharge, but only to such extent as Owners have been unable to obtain payment thereof by exercising the lien on the cargo.	110 111 112 113
Bills of Lading:	22. The Captain, Owners, or agents to sign Bills of Lading at such rate of freight as presented, without prejudice to this charter party, but not at less than the total chartered freight.	114 115
General Average:	23. General Average to be settled in New York according to York/Antwerp Rules 1974	116
Agency:	24. At the port(s) of loading and the port(s) of discharge, Charterers are to have the privilege of appointing vessels' agents, Owners paying customary fees.	117 118
Deviation:	25. The vessel shall have liberty to tow and/or assist vessels in all situations, and also to deviate for the purpose of saving life and/or property.	119 120
	26. The Charterers to have the right to sublet part or all of this charter party, they to remain responsible to the vessel Owners for due fulfillment of this charter party.	121 122
Arbitration:	27. All disputes arising out of this contract shall be arbitrated at New York in the following manner, and be 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, engaged in ocean cargo transportation. 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 U.S. \$3,500 or amount as mutually agreed, the Arbitration may be conducted in accordance with the Simplified Arbitration Procedure of the Society of Maritime Arbitrators, Inc. if so desired by both parties. In case a dispute arises which proves impossible to settle before decisions (of any nature) have to be made, both parties are to take action or refrain from action as the case may be in order to minimize damages that can be reasonably foreseen.	123 124 125 126 127 128 129 130 131 132 133
Description:	28. Flag: Deadweight: Gross Reg.: Cubic feet bale/grain in holds: Number holds/hatches: Deck arrangement: Engine and bridge placement: Vessel's gear and where located: Unless otherwise specified vessel's gear shall be capable at each hatch during loading and discharging to lift a minimum of 5 long tons and in union purchase a minimum of 3.5 long tons per lifting and to handle opening and closing of single line grab buckets.	134 135 136 137 138 139 140 141 142 143 144

Brokerage:	29.percent brokerage on the gross amount of freight, deadfreight and demurrage earned is due	145
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	An address commission of..... percent on the gross amount of freight, dead freight and demurrage is due on payment of freight	147
	by the vessel and the Owners to Charterers to be deducted from freight payment.....	147
	In case of non-performance of this Charter Party, one-third of the brokerage on the estimated amount of freight and dead-freight to be paid by Owners to the Brokers as indemnity for the latter's expense and work.	148
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Special Provisions:	30. Clauses Nos 31 to 38, inclusive, as set forth on the reverse side of this Charter Party, also typewritten clauses Nos ... to..., inclusive, as attached hereto, are hereby made part of this Charter Party.	150
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Owner:**Charterer:**

31. COMPUTATION OF LAYTIME

It is understood that if the cargo cannot be delivered or loaded by reason of Act of God, Perils of the Harbor, War, Rebellion, Tumults, Civil Commotions, Insurrections, Political Disturbances, Government Intervention, Closure of Plant, Breakdown of Machinery, Epidemics, Quarantine, Riots, Strikes or Lock-Outs or Work Stoppage of any class of workmen, Longshoremen or Stevedores or other persons essential to the working, carriage, delivery or shipment from point of origin to shipside, loading of the said cargo, whether partial or general, or accidents at the Plant, at Shippers' Works or Wharf, Landslides, Floods, Frost or Snow, Bad Weather, Intervention of Sanitary, Customs and/or Constituted Authorities, partial stoppage of Rivers, Canals or on Railways or any cause beyond control of Charterers, affected voyage may be cancelled by Charterers without liability on the part of either party.

In case cargo cannot be loaded or discharged, or loading or discharging is interrupted by reason of any or more of the above causes; any time so lost shall not be computed as laytime, unless vessel is already on demurrage, but any lost time shall be deducted from any despatch time. The Charterers shall endeavor to keep vessel notified as far in advance as possible, of any such causes when they occur together with any information available to them of expected duration of same.

32. OWNERS RESPONSIBILITY CLAUSE

Owners shall, before and at the beginning of the voyage, exercise due diligence to make vessel seaworthy and properly manned, equipped and supplied, and to make the holds and all other parts of the vessel in which cargo is carried, fit and safe for its reception, carriage and preservation. Owners shall properly and carefully handle, carry, keep and care for the cargo. Unless elsewhere in this charter party it is provided that the loading, stowage, and/or discharge of the vessel is to be at Charterers' risk and expense, Owners shall properly and carefully load, stow and discharge the cargo.

Neither Owners nor the vessel shall be liable for loss of or damage to the cargo arising or resulting from: unseaworthiness, unless caused by want of due diligence on the part of the Owners to make the vessel seaworthy, and to secure that the vessel is properly manned, equipped and supplied, and to make the holds and all other parts of the vessel in which cargo is carried, fit and safe for its reception, carriage and preservation; 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; fire, unless caused by the actual fault of privity of the Owners; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies, arrest or restraint of princes, rulers of people, or seizure under legal process; quarantine restrictions; act or omissions of Charterers or of the shippers or owners of the goods, their agents or representatives, strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general (provided, that nothing herein contained shall be construed to relieve Owners from responsibility for their own acts); riots and civil commotion; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; any other cause arising without the actual fault or privity of the Owners or without the fault of the agents or servants of the Owners, but the burden of proof shall be on the Owners or other person claiming the benefit of this exception to show that neither the actual fault or privity of the Owners nor the fault or neglect of the agents or servants of the Owners contributed to the loss or damage.

33. GENERAL ICE CLAUSE - Loading Port

- (a) In the event of the loading port being inaccessible by reason of ice when vessel is ready to proceed from her last port or at any time during the voyage or on vessel's arrival or in case frost sets in after vessel's arrival, the Captain for fear of being frozen in is at liberty to leave without cargo, and this Charter shall be null and void.
- (b) If during loading the Captain, 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 or ports with option of completing cargo for Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter to be forwarded to destination at vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charter.
- (c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Captain or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under Section (b) or to declare the Charter null and void unless Charterers agree to load full cargo at the open port.
- (d) This Ice Clause not to apply in the Spring.

Discharging Port

- (a) Should ice (except in the Spring) prevent vessel from reaching port of discharge, Receivers shall have the option of keeping 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 Captain or Owners have given notice to Charterers of the impossibility of reaching port of destination.
- (b) If during discharging, the Captain 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 accessible port where she can safely discharge.
- (b) On delivery of the cargo at such port, all conditions of this charter party shall apply and 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.

34. 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 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 such 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.

35. BOTH TO BLAME COLLISION CLAUSE

If the liability for any collision in which the vessel is involved while performing this bill of lading, fails to be determined in accordance with the laws of the United States of America, the following clause shall apply:

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 of 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 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.

36. U.S.A. CLAUSE PARAMOUNT

This bill of lading shall have effect subject to the provision of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, 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 Act. If any terms of this bill of lading be repugnant to said act to any extent, such terms shall be void to that extent but no further.

37. CHAMBER OF SHIPPING WAR RISK CLAUSES

- 1. No bills of lading to be signed for any blockaded port and if the port of discharge be declared blockaded after bills of lading have been signed, or if the port to which the ship has been ordered to discharge either on the signing bills of lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charter

party as ordered by the Charterers (provided such other port is not blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.

2. The ship shall have the liberty to comply with any orders or directions as to departure, arrival routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly.

38. P. & I. BUNKERING CLAUSE

The vessel in addition to all other liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in this Charter and there take oil bunkers in any quantity in the discretion of owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.