

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

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

Signature (Owners)	Signature (Charterers)
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PART II
"Gencon" Charter (As Revised 1922, 1976 and 1994)

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 1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that:

The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.

2 Owners' Responsibility Clause

The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager.

And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.

3 Deviation Clause

The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property.

4 Payment of Freight

(a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo.

(b) Prepaid. If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non-returnable, Vessel and/or cargo lost or not lost.

Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid.

(c) On delivery. If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered.

Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally.

Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.

5 Loading/Discharging

(a) Costs/Risks

The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners. The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed.

(b) Cargo Handling Gear

Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the

1	Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order.	63
2	Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winches required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage.	64
3	On request the Owners shall provide free of charge cranemen/winchmen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Cranemen/winchmen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall always work under the supervision of the Master.	65
4	(c) Stevedore Damage	66
5	The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability.	67
6	The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	68
7	6 Laytime	69
8	* (a) Separate laytime for loading and discharging	70
9	The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted,	71
10	unless used, in which event time used shall count.	72
11	The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted,	73
12	unless used, in which event time used shall count.	74
13	6 Laytime	75
14	* (b) Total laytime for loading and discharging	76
15	The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.	77
16	(c) Commencement of laytime (loading and discharging)	78
17	Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19.	79
18	If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime.	80
19	If, after inspection, the Vessel is found not to be ready in all respects to load/discharge time lost after the discovery thereof until the Vessel is again ready to load/discharge shall not count as laytime.	81
20	Time used before commencement of laytime shall count.	82
21	* Indicate alternative (a) or (b) as agreed, in Box 16.	83
22	7 Demurrage	84
23	Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice.	85
24	In the event the demurrage is not paid in accordance with the above, the	86
25		87
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Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.

8 Lien Clause

The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.

9 Cancelling Clause

(a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers shall have the option of cancelling this Charter Party.
 (b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date.
 Such option must be declared by the Charterers within 48 running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date.
 The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) of this Clause.

10 Bills of Lading

Bills of Lading shall be presented and signed by the Master as per the "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.

11 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 Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

12 General Average and New Jason Clause

General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).

If General Average is to be adjusted in accordance with the law and practice of the United States of America, the following Clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo shippers, consignees

128	or the owners of the cargo shall contribute with the Owners in General Average	190
129	to the payment of any sacrifices, losses or expenses of a General Average	191
130	nature that may be made or incurred and shall pay salvage and special charges	192
131	incurred in respect of the cargo. If a salving vessel is owned or operated by the	193
132	Owners, salvage shall be paid for as fully as if the said salving vessel or vessels	194
133	belonged to strangers. Such deposit as the Owners, or their agents, may deem	195
134	sufficient to cover the estimated contribution of the goods and any salvage and	196
135	special charges thereon shall, if required, be made by the cargo, shippers,	197
136	consignees or owners of the goods to the Owners before delivery.". 136	198
137	13 Taxes and Dues Clause	199
138	(a) On Vessel -The Owners shall pay all dues, charges and taxes customarily	200
139	levied on the Vessel, howsoever the amount thereof may be assessed.	201
140	(b) On cargo -The Charterers shall pay all dues, charges, duties and taxes	202
141	customarily levied on the cargo, howsoever the amount thereof may be	203
142	assessed.	204
143	(c) On freight -Unless otherwise agreed in Box 23, taxes levied on the freight	205
144	shall be for the Charterers' account.	206
145	14 Agency	207
146	In every case the Owners shall appoint their own Agent both at the port of	208
147	loading and the port of discharge.	209
148		
149	15 Brokerage	210
150	A brokerage commission at the rate stated in Box 24 on the freight, dead-freight	211
151	and demurrage earned is due to the party mentioned in Box 24.	212
152	In case of non-execution 1/3 of the brokerage on the estimated amount of	213
153	freight to be paid by the party responsible for such non-execution to the	214
154	Brokers as indemnity for the latter's expenses and work. In case of more	215
155	voyages the amount of indemnity to be agreed.	216
156	16 General Strike Clause	217
157	(a) If there is a strike or lock-out affecting or preventing the actual loading of the	218
158	cargo, or any part of it, when the Vessel is ready to proceed from her last port or	219
159	at any time during the voyage to the port or ports of loading or after her arrival	220
160	there, the Master or the Owners may ask the Charterers to declare, that they	221
161	agree to reckon the laydays as if there were no strike or lock-out. Unless the	222
162	Charterers have given such declaration in writing (by telegram, if necessary)	223
163	within 24 hours, the Owners shall have the option of cancelling this Charter	224
164	Party. If part cargo has already been loaded, the Owners must proceed with	225
165	same, (freight payable on loaded quantity only) having liberty to complete with	226
166	other cargo on the way for their own account.	227
167	(b) If there is a strike or lock-out affecting or preventing the actual discharging	228
168	of the cargo on or after the Vessel's arrival at or off port of discharge and same	229
169	has not been settled within 48 hours, the Charterers shall have the option of	230
170	keeping the Vessel waiting until such strike or lock-out is at an end against	231
171	paying half demurrage after expiration of the time provided for discharging	232
172	until the strike or lock-out terminates and thereafter full demurrage shall be	233
173	payable until the completion of discharging, or of ordering the Vessel to a safe	234
174	port where she can safely discharge without risk of being detained by strike or	235
175	lock-out. Such orders to be given within 48 hours after the Master or the	236
176	Owners have given notice to the Charterers of the strike or lock-out affecting	237
177	the discharge. On delivery of the cargo at such port, all conditions of this	238
178	Charter Party and of the Bill of Lading shall apply and the Vessel shall receive	239
179	the same freight as if she had discharged at the original port of destination,	240
180	except that if the distance to the substituted port exceeds 100 nautical miles,	241
181	the freight on the cargo delivered at the substituted port to be increased in	242
182	proportion.	243
183	(c) Except for the obligations described above, neither the Charterers nor the	244
184	Owners shall be responsible for the consequences of any strikes or lock-outs	245
185	preventing or affecting the actual loading or discharging of the cargo.	246
186	17 War Risks ("Voywar 1993")	247
187	(1) For the purpose of this Clause, the words:	248
188	(a) The "Owners" shall include the shipowners, bareboat charterers,	249
189	disponent owners, managers or other operators who are charged with the	250
	management of the Vessel, and the Master; and	251

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(b) "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.

(2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been 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.

(4) 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.

(5) The Vessel shall have liberty:-

(a) 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

252	sails, or other Government to whose laws the Owners are subject, or any 253 other Government which so requires, or any body or group acting with the 254 power to compel compliance with their orders or directions;	319
255	(b) to comply with the orders, directions or recommendations of any war 256 risks underwriters who have the authority to give the same under the terms 257 of the war risks insurance;	320
258	(c) to comply with the terms of any resolution of the Security Council of the 259 United Nations, any directives of the European Community, the effective 260 orders of any other Supranational body which has the right to issue and 261 give the same, and with national laws aimed at enforcing the same to which 262 the Owners are subject, and to obey the orders and directions of those who 263 are charged with their enforcement;	321
264	(d) to discharge at any other port any cargo or part thereof which may 265 render the Vessel liable to confiscation as a contraband carrier;	322
266	(e) to call at any other port to change the crew or any part thereof or other 267 persons on board the Vessel when there is reason to believe that they may 268 be subject to internment, imprisonment or other sanctions;	323
269	(f) where cargo has not been loaded or has been discharged by the 270 Owners under any provisions of this Clause, to load other cargo for the 271 Owners' own benefit and carry it to any other port or ports whatsoever, 272 whether backwards or forwards or in a contrary direction to the ordinary or 273 customary route.	324
274	(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this 275 Clause anything is done or not done, such shall not be deemed to be a 276 deviation, but shall be considered as due fulfilment of the Contract of 277 Carriage.	325
278		326
279	18 General Ice Clause	327
280	Port of loading	328
281	(a) In the event of the loading port being inaccessible by reason of ice when the 282 Vessel is ready to proceed from her last port or at any time during the voyage or 283 on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the 284 Master for fear of being frozen in is at liberty to leave without cargo, and this 285 Charter Party shall be null and void.	329
286	(b) If during loading the Master, for fear of the Vessel being frozen in, deems it 287 advisable to leave, he has liberty to do so with what cargo he has on board and 288 to proceed to any other port or ports with option of completing cargo for the 289 Owners' benefit for any port or ports including port of discharge. Any part 290 cargo thus loaded under this Charter Party to be forwarded to destination at the 291 Vessel's expense but against payment of freight, provided that no extra 292 expenses be thereby caused to the Charterers, freight being paid on quantity 293 delivered (in proportion if lumpsum), all other conditions as per this Charter 294 Party.	330
295	(c) In case of more than one loading port, and if one or more of the ports are 296 closed by ice, the Master or the Owners to be at liberty either to load the part 297 cargo at the open port and fill up elsewhere for their own account as under 298 section (b) or to declare the Charter Party null and void unless the Charterers 299 agree to load full cargo at the open port.	331
300		332
301	Port of discharge	333
302	(a) Should ice prevent the Vessel from reaching port of discharge the 303 Charterers shall have the option of keeping the Vessel waiting until the re- 304 opening of navigation and paying demurrage or of ordering the Vessel to a safe 305 and immediately accessible port where she can safely discharge without risk of 306 detention by ice. Such orders to be given within 48 hours after the Master or the 307 Owners have given notice to the Charterers of the impossibility of reaching port 308 of destination.	334
309	(b) If during discharging the Master for fear of the Vessel being frozen in deems 310 it advisable to leave, he has liberty to do so with what cargo he has on board and 311 to proceed to the nearest accessible port where she can safely discharge.	335
312	(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall 313 apply and the Vessel shall receive the same freight as if she had discharged at 314 the original port of destination, except that if the distance of the substituted port 315 exceeds 100 nautical miles, the freight on the cargo delivered at the substituted 316 port to be increased in proportion.	336
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19 Law and Arbitration	382
* (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force.	383
Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.	384
For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.	385
* (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 should any dispute arise out of this Charter Party, the matter in dispute 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 purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc..	386
For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc..	387
* (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.	388
(d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply.	389
* (a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.	390
** Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.	391
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* (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 should any dispute arise out of this Charter Party, the matter in dispute 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 purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc..	398
For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc..	399
* (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.	400
(d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply.	401
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