



ASBA



BIMCO



NYPE 2015

TIME CHARTER

New York Produce Exchange Form ©

November 6th, 1913 – Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946;
Revised June 12th 1981; September 14th 1993; June 3rd, 2015.

- 1 **THIS CHARTER PARTY**, made and concluded in **Geneva** this
- 2 day of
- 3 Between of
- 4 as *Registered Owners/*Disponent Owners/*Time Chartered Owners (the “Owners”) of the Vessel
5 described below
- 6 **delete as applicable*
- 7 Name:
- 8 IMO Number:
- 9 Flag:
- 10 Built (year):
- 11 Deadweight All Told: metric tons
- 12 (For Vessel’s charter party description see Appendix A (Vessel Description)),
- 13 and, Charterers of (the “Charterers”)
- 14 This Charter Party shall be performed subject to all the terms and conditions herein consisting of this
15 main body including any additional clauses and addenda, if applicable, as well as Appendix A
16 attached hereto. In the event of any conflict of conditions, the provisions of any additional clauses
17 and Appendix A shall prevail over those of the main body to the extent of such conflict, but no further.
- 18 **1. Duration/Trip Description**
- 19 (a) The Owners agree to let, and the Charterers agree to hire, the Vessel from the time of delivery,
20 for within below mentioned trading limits.
- 21 (b) Trading Limits - The Vessel shall be employed in such lawful trades between safe ports and
22 safe places within the following trading limits as the Charterers shall
23 direct.
- 24 (c) Berths - The Vessel shall be loaded and discharged in any safe anchorage or at any safe berth

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25 or safe place that the Charterers or their agents may direct, provided the Vessel can safely
 26 enter, lie and depart always afloat.

27 (d) The Vessel during loading and/or discharging may lie safely aground at any safe berth or safe
 28 place where it is customary for vessels of similar size, construction and type to lie at the
 29 following areas/ports (*if this space is left blank then this sub-clause 1(d)*
 30 shall not apply), if so requested by the Charterers, provided it can do so without suffering
 31 damage.

32 The Charterers shall indemnify the Owners for any loss, damage, costs, expenses or loss of
 33 time, including any underwater inspection required by class, caused as a consequence of the
 34 Vessel lying aground at the Charterers' request.

35 (e) Sublet - The Charterers shall have the liberty to sublet the Vessel for all or any part of the time
 36 covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this
 37 Charter Party.

38 2. Delivery

39 (a) The Vessel shall be delivered to the Charterers at (state port or place).

40 (b) The Vessel on delivery shall be seaworthy and in every way fit to be employed for the intended
 41 service, having water ballast and with sufficient power to operate all cargo handling gear
 42 simultaneously, and, with full complement of Master, officers and ratings who meet the
 43 Standards for Training, Certification and Watchkeeping for Seafarers (STCW) requirements for
 44 a vessel of her tonnage.

45 (c) The Vessel's holds shall be clean and in all respects ready to receive the intended cargo, or if
 46 no intended cargo, any permissible cargo:

47 (i) On *delivery; or

48 (ii) On *arrival at first loading port if different from place of delivery. If the Vessel fails hold
 49 inspection then the Vessel shall be off-hire from the time of rejection until the Vessel has
 50 passed a subsequent inspection.

51 *(c)(i) and (c)(ii) are alternatives; delete as appropriate. If no deletion then Sub-clause (c)(i) shall
 52 apply.

53 (d) The Owners shall keep the Charterers informed of the Vessel's itinerary. Prior to the arrival of
 54 the Vessel at the delivery port or place, the Owners shall serve the Charterers with
 55 days' approximate and days' definite notices of the Vessel's
 56 delivery. Following the tender of any such notice the Owners shall give or allow to be given to
 57 the Vessel only such further employment orders, if any, as are reasonably expected when
 58 given to allow delivery to occur on or before the date notified. The Owners shall give the
 59 Charterers and/or their local agents notice of delivery when the Vessel is in a position to come
 60 on hire.

61 Vessel itinerary prior to delivery:

62 (e) Acceptance of delivery of the Vessel by the Charterers shall not prejudice their rights against
 63 the Owners under this Charter Party.

64 3. Laydays/Cancelling

65 If required by the Charterers, time on hire shall not commence before
 66 (local time) and should the Vessel not have been delivered on or before

69 (local time) at the port or place stated in Sub-clause 2(a), the Charterers shall have the option
 70 of cancelling this Charter Party at any time but not later than the day of the Vessel's notice of
 71 delivery.

72 **4. Redelivery**

- 73 (a) The Vessel shall be redelivered to the Owners in like good order and condition, ordinary wear
 74 and tear excepted, at (*state port or place*)
- 75 (b) The Charterers shall keep the Owners informed of the Vessel's itinerary. Prior to the arrival of
 76 the Vessel at the redelivery port or place, the Charterers shall serve the Owners with
 77 days' approximate and days' definite notices of the
 78 Vessel's redelivery. Following the tender of any such notices the Charterers shall give or allow
 79 to be given to the Vessel only such further employment orders, if any, as are reasonably
 80 expected when given to allow redelivery to occur on or before the date notified.
- 81 (c) Acceptance of redelivery of the Vessel by the Owners shall not prejudice their rights against the
 82 Charterers under this Charter Party.

83 **5. On/Off-Hire Survey**

84 Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint
 85 surveyors, for their respective accounts, who shall not later than at first loading port/last
 86 discharging port respectively, conduct joint on-hire/off-hire surveys, for the purpose of
 87 ascertaining the quantity of bunkers on board and the condition of the Vessel. A single report
 88 shall be prepared on each occasion and signed by each surveyor, without prejudice to his right
 89 to file a separate report setting forth items upon which the surveyors cannot agree.

90 If either party fails to have a representative attend the survey and sign the joint survey report,
 91 such party shall nevertheless be bound for all purposes by the findings in any report prepared
 92 by the other party.

93 Any time lost as a result of the on-hire survey shall be for the Owners' account and any time
 94 lost as a result of the off-hire survey shall be for the Charterers' account.

95 **6. Owners to Provide**

- 96 (a) The Owners shall provide and pay for the insurances of the Vessel, except as otherwise
 97 provided, and for all provisions, cabin, deck, engine-room and other necessary stores, boiler
 98 water and lubricating oil; shall pay for wages, consular shipping and discharging fees of the
 99 crew and charges for port services pertaining to the crew/crew visas; shall maintain the
 100 Vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for
 101 and during the service, and have a full complement of Master, officers and ratings.
- 102 (b) The Owners shall provide any documentation relating to the Vessel as required to permit the
 103 Vessel to trade within the agreed limits, including but not limited to International Tonnage
 104 Certificate, Suez and Panama tonnage certificates, Certificates of Registry, and certificates
 105 relating to the strength, safety and/or serviceability of the Vessel's gear. Such documentation
 106 shall be maintained during the currency of the Charter Party as necessary.

107 Owners shall also provide and maintain such Certificates of Financial Responsibility for oil
 108 pollution to permit the Vessel to trade within the agreed limits as may be required at the
 109 commencement of the Charter Party. However, in the event that, at the time of renewal, a
 110 Certificate of Financial Responsibility is unavailable in the market place, or, the premium for
 111 same increases significantly over the course of the Charter Party, then Owners and Charterers
 112 shall discuss each with the other to find a mutually agreeable solution for same, failing such
 113 solution the port(s) that require said Certificate of Financial Responsibility are to be considered
 114 as added to the Vessel's trading exclusions. (See also Clause 18 (Pollution)).

- 115 (c) The Vessel to work night and day if required by the Charterers, with crew opening and closing
 116 hatches, when and where required and permitted by shore labor regulations, otherwise shore
 117 labor for same shall be for the Charterers' account.

118 **7. Charterers to Provide**

- 119 (a) The Charterers, while the Vessel is on-hire, shall provide and pay for all the bunkers except as
 120 otherwise agreed; shall pay for port charges (including compulsory garbage disposal),
 121 compulsory gangway watchmen and cargo watchmen, compulsory and/or customary pilotages,
 122 canal dues, towages, agencies, commissions, consular charges (except those pertaining to
 123 individual crew members or flag of the Vessel), and all other usual expenses except those
 124 stated in Clause 6, but when the Vessel puts into a port for causes for which the Vessel is
 125 responsible (other than by stress of weather), then all such charges incurred shall be paid by
 126 the Owners.
- 127 (b) Fumigations ordered because of illness of the crew or for infestations prior to delivery under
 128 this Charter Party shall be for the Owners' account. Fumigations ordered because of cargoes
 129 carried or ports visited while the Vessel is employed under this Charter Party shall be for the
 130 Charterers' account.
- 131 (c) The Charterers shall provide and pay for necessary dunnage, lashing materials and also any
 132 extra fittings requisite for a special trade or unusual cargo, but the Owners shall allow them the
 133 use of any dunnage already aboard the Vessel. Prior to redelivery the Charterers shall remove
 134 their dunnage, fittings and lashing materials at their cost and in their time.

135 **8. Performance of Voyages**

- 136 (a) Subject to Clause 38 (Slow Steaming) the Master shall perform the voyages with due despatch
 137 and shall render all customary assistance with the Vessel's crew. The Master shall be
 138 conversant with the English language and (although appointed by the Owners) shall be under
 139 the orders and directions of the Charterers as regards employment and agency; and the
 140 Charterers shall perform all cargo handling, including but not limited to loading, stowing,
 141 trimming, lashing, securing, dunnaging, unlashing, discharging, and tallying, at their risk and
 142 expense, under the supervision of the Master.
- 143 (b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master
 144 or officers, the Owners shall, on receiving particulars of the complaint, investigate the same,
 145 and, if necessary, make a change in appointments.

146 **9. Bunkers**

- 147 (a) Bunker quantities and prices
- 148 *(i) The Charterers on delivery, and the Owners on redelivery or any termination of this Charter
 149 Party, shall take over and pay for all bunkers remaining on board the Vessel as hereunder. The
 150 Vessel's bunker tank capacities shall be at the Charterers' disposal. Bunker quantities and
 151 prices on delivery /redelivery to be
- 152 *(ii) The Owners shall provide sufficient bunkers onboard to perform the entire time charter trip.
 153 The Charterers shall not bunker the Vessel, and shall pay with the first hire payment for the
 154 mutually agreed estimated bunker consumption for the trip, namely
 155 metric tons at (price). Upon redelivery any difference between estimated
 156 and actual consumption shall be paid by the Charterers or refunded by the Owners as the case
 157 may be.
- 158 *(iii) The Charterers shall not take over and pay for bunkers Remaining On Board at delivery
 159 but shall redeliver the Vessel with about the same quantities and grades of bunkers as on

160 delivery. Any difference between the delivery quantity and the redelivery quantity shall be paid
 161 by the Charterers or the Owners as the case may be. The price of the bunkers shall be the net
 162 contract price paid by the receiving party, as evidenced by suppliers' invoice or other
 163 supporting documents.

164 **(i), (ii) and (iii) are alternatives; delete as applicable. If neither Sub-clause (i), (ii) nor (iii) is*
 165 *deleted then Sub-clause (i) shall apply.*

166 (b) Bunkering Prior to Delivery/Redelivery

167 Provided that it can be accomplished at ports of call, without hindrance to the working or
 168 operation of or delay to the Vessel, and subject to prior consent, which shall not be
 169 unreasonably withheld, the Owners shall allow the Charterers to bunker for their account prior
 170 to delivery and the Charterers shall allow the Owners to bunker for their account prior to
 171 redelivery. If consent is given, the party ordering the bunkering shall indemnify the other party
 172 for any delays, losses, costs and expenses arising therefrom.

173 (c) Bunkering Operations and Sampling

174 (i) The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers
 175 during bunkering. Such cooperation shall include connecting/disconnecting hoses to the
 176 Vessel's bunker manifold, attending sampling, reading gauges or meters or taking soundings,
 177 before, during and/or after delivery of fuels.

178 (ii) During bunkering a primary sample of each grade of fuels shall be drawn in accordance with
 179 the International Maritime Organization (IMO) Resolution Marine Environment Protection
 180 Committee (MEPC) MEPC.182(59) Guidelines for the Sampling of Fuel Oil for Determination of
 181 Compliance with the Marine Pollution Convention (MARPOL) 73/78 Annex VI or any
 182 subsequent amendments thereof. Each primary sample shall be divided into no fewer than five
 183 (5) samples; one sample of each grade of fuel shall be retained on board for MARPOL
 184 purposes and the remaining samples of each grade distributed between the Owners, the
 185 Charterers and the bunker suppliers.

186 (iii) The Charterers warrant that any bunker suppliers used by them to bunker the Vessel shall
 187 comply with the provisions of Sub-clause (c)(ii) above.

188 (iv) Bunkers of different grades, specifications and/or suppliers shall be segregated into
 189 separate tanks within the Vessel's natural segregation. The Owners shall not be held liable for
 190 any restriction in bunker capacity as a result of segregating bunkers as aforementioned.

191 (d) Bunker Quality and Liability

192 (i) The Charterers shall supply bunkers of the agreed specifications and grades:
 193 The bunkers shall be of a stable and homogeneous nature and suitable for burning in
 194 the Vessel's engines and/or auxiliaries and, unless otherwise agreed in writing, shall comply
 195 with the International Organization for Standardization (ISO) standard 8217:2012 or any
 196 subsequent amendments thereof. If ISO 8217:2012 is not available then the Charterers shall
 197 supply bunkers which comply with the latest ISO 8217 standard available at the port or place of
 198 bunkering.

199 (ii) The Charterers shall be liable for any loss or damage to the Owners or the Vessel caused
 200 by the supply of unsuitable fuels and/or fuels which do not comply with the specifications and/or
 201 grades set out in Sub-clause (d)(i) above, including the off-loading of unsuitable fuels and the
 202 supply of fresh fuels to the Vessel. The Owners shall not be held liable for any reduction in the
 203 Vessel's speed performance and/or increased bunker consumption nor for any time lost and
 204 any other consequences arising as a result of such supply.

205 (e) Fuel Testing Program

206 Should the Owners participate in a recognized fuel testing program one of the samples retained
 207 by the Owners shall be forwarded for such testing. The cost of same shall be borne by the
 208 Owners and if the results of the testing show the fuel not to be in compliance with ISO
 209 8217:2012, or any subsequent amendment thereof, or such other specification as may be
 210 agreed, the Owners shall notify the Charterers and provide a copy of the report as soon as
 211 reasonably possible.

212 In the event the Charterers call into question the results of the testing, a fuel sample drawn in
 213 accordance with IMO Resolution MEPC.96(47) Guidelines for the Sampling of Fuel Oil for
 214 Determination of Compliance with Annex VI of MARPOL 73/78 or any subsequent amendments
 215 thereof, shall be sent to a mutually agreed, qualified and independent laboratory whose
 216 analysis as regards the characteristics of the fuel shall be final and binding on the parties
 217 concerning the characteristics tested for. If the fuel sample is found not to be in compliance with
 218 the specification as agreed in the paragraph above, the Charterers shall meet the cost of this
 219 analysis, otherwise same shall be for the Owners' account.

220 (f) Bunker Fuel Sulphur Content

221 (i) Without prejudice to anything else contained in this Charter Party, the Charterers shall
 222 supply fuels of such specifications and grades to permit the Vessel, at all times, to comply with
 223 the maximum sulphur content requirements of any emission control area when the Vessel is
 224 ordered to trade within that area.

225 The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker
 226 surveyors used by the Charterers to supply such bunkers shall comply with Regulations 14 and
 227 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of
 228 bunker delivery notes.

229 The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss,
 230 liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to
 231 comply with this Sub-clause (f)(i).

232 (ii) Provided always that the Charterers have fulfilled their obligations in respect of the supply of
 233 fuels in accordance with Sub-clause (f)(i), the Owners warrant that:

- 234 1. the Vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the
 235 requirements of any emission control area; and
 - 236 2. the Vessel shall be able to consume fuels of the required sulphur content,
- 237 when ordered by the Charterers to trade within any such area.

238 Subject to having supplied the Vessel with fuels in accordance with Sub-clause (f)(i), the
 239 Charterers shall not otherwise bear any loss, liability, delay, fines, costs or expenses arising or
 240 resulting from the Vessel's failure to comply with Regulations 14 and 18 of MARPOL Annex VI.

241 (iii) For the purpose of this Clause, "emission control area" shall mean an area as stipulated in
 242 MARPOL Annex VI and/or an area regulated by regional and/or national authorities such as,
 243 but not limited to, the European Union (EU) and the United States (US) Environmental
 244 Protection Agency.

245 (g) Grades and Quantities of Bunkers on Redelivery

246 Unless agreed otherwise, the Vessel shall be redelivered with the same grades and about the
 247 same quantities of bunkers as on delivery; however, the grades and quantities of bunkers on
 248 redelivery shall always be appropriate and sufficient to allow the Vessel to reach safely the
 249 nearest port at which fuels of the required types are available.

250

10. Rate of Hire; Hold Cleaning; Communications; Victualing and Expenses

251

(a) The Charterers shall pay for the use and hire of the said Vessel at the rate of per day or pro rata for any part of a day, commencing on and from the time of her delivery, as aforesaid, including the overtime of crew; hire to continue until the time of her redelivery to the Owners as per Clause 4 (Redelivery) (unless Vessel lost).

255

Unless otherwise mutually agreed, the Charterers shall have the option to redeliver the Vessel with unclean/unswept holds against a lumpsum payment of in lieu of hold cleaning, to the Owners (unless Vessel lost).

258

The Owners shall victual pilots and such other persons as authorized by the Charterers or their agents. While on-hire, the Charterers shall pay the Owners along with the hire payments, per thirty (30) days or pro rata, to cover all Communications, Victualing and Expenses properly incurred by the Vessel under the Charterers' employment.

262

For the purpose of hire calculations, the times of delivery, redelivery or termination of this Charter Party shall be adjusted to Coordinated Universal Time (UTC).

264

(b) Hold Cleaning/Residue Disposal

265

(i) The Charterers may request the Owners to direct the crew to sweep and/or wash and/or clean the holds between voyages and/or between cargoes against payment at the rate of per hold, provided the crew is able safely to undertake such work and is allowed to do so by local regulations. In connection with any such operation the Owners shall not be responsible if the Vessel's holds are not accepted or passed. Time for cleaning shall be for the Charterers' account.

271

(ii) Unless this Charter Party is concluded for a single laden leg, all cleaning agents and additives (including chemicals and detergents) required for cleaning cargo holds shall be supplied and paid for by the Charterers. The Charterers shall provide the Owners with a dated and signed statement identifying cleaning agents and additives that, in accordance with IMO Resolution 219(63) Guidelines for the Implementation of MARPOL Annex V, are not substances harmful to the marine environment and do not contain any component known to be carcinogenic, mutagenic or reprotoxic.

278

(iii) Throughout the currency of this Charter Party and at redelivery, the Charterers shall remain responsible for all costs and time, including deviation, if any, associated with the removal and disposal of cargo related residues and/or hold washing water and/or cleaning agents and detergents and/or waste. Removal and disposal as aforesaid shall always be in accordance with and as defined by MARPOL Annex V, or other applicable rules.

283

11. Hire Payment

284

(a) Payment

285

Payment of Hire shall be made without deductions due to Charterers' bank charges so as to be received by the Owners or their designated payee into the bank account as follows in the currency stated in Clause 10 (Rate of Hire; Hold Cleaning; Communications; Victualing and Expenses), in funds available to the Owners on the due date, fifteen (15) days in advance, and for the last fifteen (15) days or part of same the approximate amount of hire, and should the 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. The first payment of hire shall be due on delivery.

292

(b) Grace Period

293

Where there is failure to make punctual payment of hire due, the Charterers shall be given by the Owners three (3) Banking Days (as recognized at the agreed place of payment) written notice to rectify the failure, and when so rectified within those three (3) Banking Days (as

296 recognized at the agreed place of payment and the place of currency of the Charter Party)
 297 following the Owners' notice, the payment shall stand as punctual.

298 (c) Withdrawal

299 Failure by the Charterers to pay hire due in full within three (3) Banking Days of their receiving
 300 a notice from Owners under Sub-clause 11(b) above shall entitle the Owners, without prejudice
 301 to any other rights or claims the Owners may have against the Charterers:

302 (i) to withdraw the Vessel from the service of the Charterers;

303 (ii) to damages, if they withdraw the Vessel, for the loss of the remainder of the Charter Party.

304 (d) Suspension

305 At any time while hire is outstanding, the Owners shall, without prejudice to the liberty to
 306 withdraw, be entitled to withhold the performance of any and all obligations hereunder and shall
 307 have no responsibility whatsoever for any consequences thereof, and Charterers hereby
 308 indemnify the Owners for all legitimate and justifiable actions taken to secure their interests,
 309 and hire shall continue to accrue and any extra expenses resulting from such withholding shall
 310 be for the Charterers' account.

311 (e) Last Hire Payment

312 Should the Vessel be on her voyage towards port/place of redelivery at the time the last
 313 payment(s) of hire is/are due, said payment(s) is/are to be made for such length of time as the
 314 estimated time necessary to complete the voyage, including the deduction of estimated
 315 disbursements for the Owners' account before redelivery. Should said payments not cover the
 316 actual time, hire is to be paid for the balance, day by day, as it becomes due.

317 Unless Sub-clause 9(a)(ii) or (iii) has been agreed, the Charterers shall have the right to deduct
 318 the value of bunkers on redelivery from last sufficient hire payment(s).

319 When the Vessel has been redelivered, any difference in hire and bunkers is to be refunded by
 320 the Owners or paid by the Charterers within five (5) Banking Days, as the case may be.

321 (f) Cash Advances

322 Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers,
 323 as required by the Owners, subject to two and a half (2.5) per cent commission and such
 324 advances shall be deducted from the hire. The Charterers, however, shall in no way be
 325 responsible for the application of such advances.

326 **12. Speed and Consumption**

327 (a) Upon delivery and throughout the duration of this Charter Party the Vessel shall be capable of
 328 speed and daily consumption rates as stated in Appendix A in good weather on all sea
 329 passages with wind up to and including Force four (4) as per the Beaufort Scale and sea state
 330 up to and including Sea State three (3) as per the Douglas Sea Scale (unless otherwise
 331 specified in Appendix A). Any period during which the Vessel's speed is deliberately reduced to
 332 comply with the Charterers' orders/requirements (unless slow steaming or eco speed
 333 warranties have been given in Appendix A) or for reasons of safety or while navigating within
 334 narrow or restricted waters or when assisting a vessel in distress or when saving or attempting
 335 to save life or property at sea, shall be excluded from performance calculations.

336 (b) The Charterers shall have the option of using their preferred weather routing service. The
 337 Master shall comply with the reporting procedure of the Charterers' weather routing service and
 338 shall follow routing recommendations from that service provided that the safety of the Vessel
 339 and/or cargo is not compromised.

- 340 (c) The actual route taken by the Vessel shall be used as the basis of any calculation of the
 341 Vessel's performance.
- 342 (d) If the speed of the Vessel is reduced and/or fuel oil consumption increased, the Charterers may
 343 submit to the Owners a documented claim limited to the estimated time lost and/or the
 344 additional fuel consumed, supported by a performance analysis from the weather routing
 345 service established in accordance with this Clause. The cost of any time lost shall be off-set
 346 against the cost of any fuel saved and vice versa.
- 347 (e) In the event that the Owners contest such claim then the Owners shall provide copies of the
 348 Vessel's deck logs for the period concerned and the matter shall be referred to an independent
 349 expert or alternative weather service selected by mutual agreement, whose report shall take
 350 Vessel's log data and the Charterers' weather service data into consideration and whose
 351 determination shall be final and binding on the parties. The cost of such expert report shall be
 352 shared equally.

353 **13. Spaces Available**

- 354 (a) The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can
 355 reasonably and safely stow and carry), also accommodation for supercargo, if carried, shall be
 356 at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's Master,
 357 officers, ratings, tackle, apparel, furniture, provisions, stores and bunkers.
- 358 (b) In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by
 359 the Charterers for any loss and/or damage and/or liability of whatsoever nature howsoever
 360 caused to the deck cargo which would not have arisen had the deck cargo not been loaded.
 361 Bills of Lading shall be issued as per Clause 31(c).

362 **14. Supercargo**

363 The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the
 364 Charterers' risk and see that voyages are performed with due despatch. He is to be furnished
 365 with free accommodation and meals same as provided for the Master's table. The Charterers
 366 and the supercargo are required to sign the standard letter of waiver and indemnity
 367 recommended by the Vessel's Protection and Indemnity Association before the supercargo
 368 comes on board the Vessel.

369 **15. Sailing Orders and Logs**

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

377 **16. Cargo Exclusions**

378 The Vessel shall be employed in carrying lawful merchandise, excluding any goods of a
 379 dangerous, injurious, flammable or corrosive nature unless carried in accordance with the
 380 requirements or recommendations of the competent authorities of the country of the Vessel's
 381 registry, and of ports of loading and discharge, and of any intermediate countries or ports
 382 through whose waters the Vessel must pass. Without prejudice to the generality of the
 383 foregoing in addition the following are specifically excluded: livestock of any description, arms,
 384 ammunition, explosives, nuclear and radioactive material,

- 385 **17. Off-Hire**
- 386 In the event of loss of time from deficiency and/or default and/or strike of officers or ratings, or
 387 deficiency of stores, fire, breakdown of, or damage to hull, machinery or equipment, grounding,
 388 detention by the arrest of the Vessel, (unless such arrest is caused by events for which the
 389 Charterers, their sub-charterers, servants, agents or sub-contractors are responsible), or
 390 detention by Port State control or other competent authority for Vessel deficiencies, or
 391 detention by average accidents to the Vessel or cargo, unless resulting from inherent vice,
 392 quality or defect of the cargo, drydocking for the purpose of examination, cleaning and/or
 393 painting of underwater parts and/or repair, or by any other similar cause preventing the full
 394 working of the Vessel, the payment of hire and overtime, if any, shall cease for the time thereby
 395 lost. Should the Vessel deviate or put back during a voyage, contrary to the orders or directions
 396 of the Charterers, for any reason other than accident to the cargo or where permitted in Clause
 397 22 (Liberties) hereunder, the hire to be suspended from the time of her deviating or putting
 398 back until she is again in the same or equidistant position from the destination and the voyage
 399 resumed therefrom. All bunkers used by the Vessel while off-hire shall be for the Owners'
 400 account. In the event of the Vessel being driven into port or to anchorage through stress of
 401 weather, trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel
 402 and/or expenses resulting from such detention shall be for the Charterers' account. If upon the
 403 voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or
 404 equipment, the time so lost, and the cost of any extra bunkers consumed in consequence
 405 thereof, and all extra proven expenses may be deducted from the hire. Bunkers used by the
 406 Vessel while off-hire and the cost of replacing same shall be for the Owners' account and
 407 therefore deducted from the hire.
- 408 **18. Pollution**
- 409 The Owners shall provide for standard oil pollution coverage equal to the level customarily
 410 offered by the International Group of P&I Clubs, together with the appropriate certificates to that
 411 effect. (See also Clause 6 (Owners to Provide)).
- 412 **19. Drydocking**
- 413 The Vessel was last drydocked
- 414 Except in case of emergency or under Clause 52(b), no drydocking shall take place during the
 415 currency of this Charter Party.
- 416 **20. Total Loss**
- 417 Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of
 418 loss or being last heard of) shall be returned to the Charterers at once.
- 419 **21. Exceptions**
- 420 The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and
 421 accidents of the seas, rivers, machinery, boilers and navigation, and errors of navigation
 422 throughout this Charter Party, always mutually excepted.
- 423 **22. Liberties**
- 424 The Vessel shall have the liberty to sail with or without pilots, to tow and be towed, to assist
 425 vessels in distress, and to deviate for the purpose of saving life and property.
- 426 **23. Liens**
- 427 The Owners shall have a lien upon all cargoes, sub-hires and sub-freights (including
 428 deadfreight and demurrage) belonging or due to the Charterers or any sub-charterers, for any
 429 amounts due under this Charter Party, including general average contributions, and the

430 Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and
 431 any overpaid hire or excess deposit to be returned at once.

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

437 **24. Salvage**

438 All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after
 439 deducting the Owners' and the Charterers' expenses and crew's proportion.

440 **25. General Average**

441 General average shall be adjusted according to York-Antwerp Rules 1994 and settled in US
 442 dollars in the same place as stipulated in Clause 54 (Law and Arbitration). The Charterers shall
 443 procure that all bills of lading issued during the currency of this Charter Party will contain a
 444 provision to the effect that general average shall be adjusted according to York-Antwerp Rules
 445 1994 and will include the "New Jason Clause" as per Clause 33(c). Time charter hire will not
 446 contribute to general average.

447 **26. Navigation**

448 Nothing herein stated is to be construed as a demise of the Vessel to the Charterers. The
 449 Owners shall remain responsible for the navigation of the Vessel, acts of pilots and tug boats,
 450 insurance, crew, and all other matters, same as when trading for their own account.

451 **27. Cargo Claims**

452 Cargo claims as between the Owners and the Charterers shall be settled in accordance with the
 453 Inter-Club NYPE Agreement 1996 (as amended 1 September 2011), or any subsequent
 454 modification or replacement thereof.

455 **28. Cargo Handling Gear and Lights**

456 The Owners shall maintain the cargo handling gear of the Vessel providing lifting capacity as
 457 described in Appendix A (Vessel Description). The Owners shall also provide on the Vessel for
 458 night work lights as on board, but all additional lights over those on board shall be at the
 459 Charterers' expense. The Charterers shall have the use of any cargo handling gear on board
 460 the Vessel. If required by the Charterers, the Vessel shall work night and day and all cargo
 461 handling gear shall be at the Charterers' disposal during loading and discharging. In the event
 462 of disabled cargo handling gear, or insufficient power to operate the same, the Vessel is to be
 463 considered to be off-hire to the extent that time is actually lost to the Charterers and the
 464 Owners to pay stevedore stand-by charges occasioned thereby, unless such disablement or
 465 insufficiency of power is caused by the Charterers' stevedores. If required by the Charterers,
 466 the Owners shall bear the cost of hiring shore gear in lieu thereof, in which case the Vessel
 467 shall remain on-hire, except for actual time lost.

468 **29. Solid Bulk Cargoes/Dangerous Goods**

- 469 (a) The Charterers shall provide appropriate information on the cargo in advance of loading in
 470 accordance with the requirements of the IMO International Maritime Solid Bulk Cargoes
 471 (IMSBC) Code to enable the precautions which may be necessary for proper stowage and safe
 472 carriage to be put into effect. The information shall be accompanied by a cargo declaration
 473 summarising the main details and stating that the cargo is fully and accurately described and
 474 that, where applicable, the test results and other specifications can be considered as
 475 representative for the cargo to be loaded.

476 (b) If a cargo listed in the IMO International Maritime Dangerous Goods (IMDG) Code (website:
 477 www.imo.org) is agreed to be carried, the Charterers shall provide a dangerous goods transport
 478 document and, where applicable, a container/vehicle packing certificate in accordance with the
 479 IMDG Code requirements. The dangerous goods transport document shall include a certificate
 480 or declaration that the goods are fully and accurately described by the Proper Shipping Name,
 481 are classified, packaged, marked and labelled/placarded correctly and are in all respects in
 482 proper condition for transport according to applicable international and national government
 483 regulations.

484 (c) The Master shall be entitled to refuse cargoes or, if already loaded, to unload them at the
 485 Charterers' risk and expense if the Charterers fail to fulfil their IMSBC Code or IMDG Code
 486 obligations as applicable.

487 **30. BIMCO Hull Fouling Clause for Time Charter Parties**

488 (a) If, in accordance with the Charterers' orders, the Vessel remains at or shifts within a place,
 489 anchorage and/or berth for an aggregated period exceeding:
 490 (i) a period as the parties may agree in writing in a Tropical Zone or Seasonal Tropical Zone*;
 491 or
 492 (ii) a period as the parties may agree in writing outside such Zones*

493 any warranties concerning speed and consumption shall be suspended pending inspection of
 494 the Vessel's underwater parts including, but not limited to, the hull, sea chests, rudder and
 495 propeller.

496 **If no such periods are agreed the default periods shall be 15 days.*

497 (b) In accordance with Sub-clause (a), either party may call for inspection which shall be arranged
 498 jointly by the Owners and the Charterers and undertaken at the Charterers' risk, cost, expense
 499 and time.
 500 (c) If, as a result of the inspection either party calls for cleaning of any of the underwater parts,
 501 such cleaning shall be undertaken by the Charterers at their risk, cost, expense and time in
 502 consultation with the Owners.
 503 (i) Cleaning shall always be under the supervision of the Master and, in respect of the
 504 underwater hull coating, in accordance with the paint manufacturers' recommended guidelines
 505 on cleaning, if any. Such cleaning shall be carried out without damage to the Vessel's
 506 underwater parts or coating.
 507 (ii) If, at the port or place of inspection, cleaning as required under this Sub-clause (c) is not
 508 permitted or possible, or if the Charterers choose to postpone cleaning, speed and
 509 consumption warranties shall remain suspended until such cleaning has been completed.
 510 (iii) If, despite the availability of suitable facilities and equipment, the Owners nevertheless
 511 refuse to permit cleaning, the speed and consumption warranties shall be reinstated from the
 512 time of such refusal.
 513 (d) Cleaning in accordance with this Clause shall always be carried out prior to redelivery. If,
 514 nevertheless, the Charterers are prevented from carrying out such cleaning, the parties shall,
 515 prior to but latest on redelivery, agree a lump sum payment in full and final settlement of the
 516 Owners' costs and expenses arising as a result of or in connection with the need for cleaning
 517 pursuant to this Clause.
 518 (e) If the time limits set out in Sub-clause (a) have been exceeded but the Charterers thereafter

519 demonstrate that the Vessel's performance remains within the limits of this Charter Party the
 520 vessel's speed and consumption warranties will be subsequently reinstated and the Charterers'
 521 obligations in respect of inspection and/or cleaning shall no longer be applicable.

522 **31. Bills of Lading**

- 523 (a) The Master shall sign bills of lading or waybills for cargo as presented in conformity with mates'
 524 receipts. However, the Charterers or their agents may sign bills of lading or waybills on behalf
 525 of the Master, with the Owners'/Master's prior written authority, always in conformity with mates'
 526 receipts.
- 527 (b) All bills of lading or waybills shall be without prejudice to this Charter Party and the Charterers
 528 shall indemnify the Owners against all consequences or liabilities which may arise from any
 529 inconsistency between this Charter Party and any bills of lading or waybills signed by the
 530 Charterers or their agents or by the Master at their request.
- 531 (c) Bills of lading covering deck cargo shall be clauded: "Shipped on deck at the Charterers',
 532 Shippers' and Receivers' risk, expense and responsibility, without liability on the part of the
 533 Vessel or her Owners for any loss, damage, expense or delay howsoever caused."

534 **32. BIMCO Electronic Bills of Lading Clause**

- 535 (a) At the Charterers' option, bills of lading, waybills and delivery orders referred to in this Charter
 536 Party shall be issued, signed and transmitted in electronic form with the same effect as their
 537 paper equivalent.
- 538 (b) For the purpose of Sub-clause (a) the Owners shall subscribe to and use Electronic (Paperless)
 539 Trading Systems as directed by the Charterers, provided such systems are approved by the
 540 International Group of P&I Clubs. Any fees incurred in subscribing to or for using such systems
 541 shall be for the Charterers' account.
- 542 (c) The Charterers agree to hold the Owners harmless in respect of any additional liability arising
 543 from the use of the systems referred to in Sub-clause (b), to the extent that such liability does
 544 not arise from Owners' negligence.

545 **33. Protective Clauses**

546 The following protective clauses shall be deemed to form part of this Charter Party and all Bills
 547 of Lading or waybills issued under this Charter Party shall contain the following clauses.

548 (a) **General Clause Paramount**

549 This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea
 550 Act of the United States, the Hague Rules, or the Hague Visby Rules, as applicable, or such
 551 other similar national legislation as may mandatorily apply by virtue of origin or destination of
 552 the bill of lading, (or if no such enactments are mandatorily applicable, the terms of the Hague
 553 Rules shall apply) which shall be deemed to be incorporated herein, and nothing herein
 554 contained shall be deemed a surrender by the carrier of any of its rights or immunities or an
 555 increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading
 556 be repugnant to said Act to any extent, such term shall be void to that extent, but no further.
 557

558 and

559 (b) **Both-to-Blame Collision Clause**

560 "If the ship comes into collision with another ship as a result of the negligence of the other ship
 561 and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the
 562 navigation or in the management of the ship, the owners of the goods carried hereunder will
 563 indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners

564 insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the
 565 owners of said goods, paid or payable by the other or non-carrying ship or her owners to the
 566 owners of said goods and set-off, recouped or recovered by the other or non-carrying ship or
 567 her owners as part of their claim against the carrying ship or carrier.

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

571 and

572 (c) **New Jason Clause**

573 "In the event of accident, danger, damage or disaster before or after the commencement of the
 574 voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or
 575 for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise,
 576 the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in
 577 general average to the payment of any sacrifices, losses or expenses of a general average
 578 nature that may be made or incurred, and shall pay salvage and special charges incurred in
 579 respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid
 580 for as fully as if salving ship or ships belonged to strangers. Such deposit as the carrier or his
 581 agents may deem sufficient to cover the estimated contribution of the goods and any salvage
 582 and special charges thereon shall, if required, be made by the goods, shippers, consignees or
 583 owners of the goods to the Carrier before delivery."

584 **34. BIMCO War Risks Clause CONWARTIME 2013**

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

586 (i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or
 587 other operators who are charged with the management of the Vessel, and the Master; and

588 (ii) "War Risks" shall include any actual, threatened or reported:

589 war, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations;
 590 laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter
 591 "Piracy"); acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed
 592 against all vessels or imposed selectively against vessels of certain flags or ownership, or
 593 against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or
 594 political group, or the government of any state or territory whether recognized or not, which, in
 595 the reasonable judgement of the Master and/or the Owners, may be dangerous or may become
 596 dangerous to the Vessel, cargo, crew or other persons on board the Vessel.

597 (b) The Vessel shall not be obliged to proceed or required to continue to or through, any port,
 598 place, area or zone, or any waterway or canal (hereinafter "Area"), where it appears that the
 599 Vessel, cargo, crew or other persons on board the Vessel, in the reasonable judgement of the
 600 Master and/or the Owners, may be exposed to War Risks whether such risk existed at the time
 601 of entering into this Charter Party or occurred thereafter. Should the Vessel be within any such
 602 place as aforesaid, which only becomes dangerous, or may become dangerous, after entry into
 603 it, the Vessel shall be at liberty to leave it.

604 (c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade as
 605 set out in Sub-clause (a), or to proceed to an Area where it may be subject to search and/or
 606 confiscation by a belligerent.

607 (d) If the Vessel proceeds to or through an Area exposed to War Risks, the Charterers shall
 608 reimburse to the Owners any additional premiums required by the Owners' insurers and the
 609 costs of any additional insurances that the Owners reasonably require in connection with War
 610 Risks.

- 611 (e) All payments arising under Sub-clause (d) shall be settled within fifteen (15) days of
 612 receipt of Owners' supported invoices or on redelivery, whichever occurs first.
- 613 (f) If the Owners become liable under the terms of employment to pay to the crew any bonus or
 614 additional wages in respect of sailing into an Area which is dangerous in the manner defined by
 615 the said terms, then the actual bonus or additional wages paid shall be reimbursed to the
 616 Owners by the Charterers at the same time as the next payment of hire is due, or upon
 617 redelivery, whichever occurs first.
- 618 (g) The Vessel shall have liberty:
- 619 (i) to comply with all orders, directions, recommendations or advice as to departure, arrival,
 620 routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or
 621 in any other way whatsoever, which are given by the government of the nation under whose
 622 flag the Vessel sails, or other government to whose laws the Owners are subject, or any other
 623 government of any state or territory whether recognized or not, body or group whatsoever
 624 acting with the power to compel compliance with their orders or directions;
- 625 (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's
 626 insurance(s);
- 627 (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the
 628 effective orders of any other Supranational body which has the right to issue and give the
 629 same, and with national laws aimed at enforcing the same to which the Owners are subject,
 630 and to obey the orders and directions of those who are charged with their enforcement;
- 631 (iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel
 632 to being held liable as a contraband carrier;
- 633 (v) to call at any alternative port to change the crew or any part thereof or other persons on
 634 board the Vessel when there is reason to believe that they may be subject to internment,
 635 imprisonment, detention or similar measures.
- 636 (h) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall
 637 refuse to proceed to the loading or discharging ports, or any one or more of them, they shall
 638 immediately inform the Charterers. No cargo shall be discharged at any alternative port without
 639 first giving the Charterers notice of the Owners' intention to do so and requesting them to
 640 nominate a safe port for such discharge. Failing such nomination by the Charterers within forty-
 641 eight (48) hours of the receipt of such notice and request, the Owners may discharge the cargo
 642 at any safe port of their own choice. All costs, risk and expenses for the alternative discharge
 643 shall be for the Charterers' account.
- 644 (i) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in
 645 accordance with any of the provisions of Sub-clauses (b) to (h) which are made under any bills
 646 of lading, waybills or other documents evidencing contracts of carriage.
- 647 (j) When acting in accordance with any of the provisions of Sub-clauses (b) to (h) of this Clause
 648 anything is done or not done, such shall not be deemed a deviation, but shall be considered as
 649 due fulfilment of this Charter Party.

650 **35. Ice**

651 The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval having
 652 due regard to its size, construction and class, may follow ice-breakers. The Vessel shall not be
 653 required to enter or remain in any icebound port or area, nor any port or area where lights or

654 lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that
 655 in the ordinary course of things the Vessel will not be able on account of ice to safely enter and
 656 remain in the port or area or to get out after having completed loading or discharging.

657 **36. Requisition**

658 Should the Vessel be requisitioned by the government of the Vessel's flag or other government
 659 to whose laws the Owners are subject during the period of this Charter Party, the Vessel shall
 660 be deemed to be off-hire during the period of such requisition, and any hire paid by the said
 661 government in respect of such requisition period shall be retained by Owners. The period
 662 during which the Vessel is on requisition to the said government shall count as part of the
 663 period provided for in this Charter Party.

664 If the period of requisition exceeds ninety (90) days, either party shall have the option of
 665 cancelling this Charter Party and no consequential claim in respect thereof may be made by
 666 either party.

667 **37. Stevedore Damage**

668 Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and
 669 all damage to the Vessel caused by stevedores provided the Master has notified the Charterers
 670 and/or their agents in writing within twenty-four (24) hours of the occurrence but in case of
 671 hidden damage latest when the damage could have been discovered by the exercise of due
 672 diligence. Such notice to describe the damage and to invite Charterers to appoint a surveyor to
 673 assess the extent of such damage.

- 674 (a) In case of any and all damage affecting the Vessel's seaworthiness and/or the safety of the
 675 crew and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately
 676 arrange for repairs of such damage at their expense and the Vessel is to remain on-hire until
 677 such repairs are completed and if required passed by the Vessel's classification society.
- 678 (b) Any and all damage not described under Sub-clause (a) above shall be repaired, at the
 679 Charterers' option, before or after redelivery concurrently with the Owners' work. In such case
 680 no hire and/or expenses will be paid to the Owners except and insofar as the time and/or
 681 expenses required for the repairs for which the Charterers are responsible, exceed the time
 682 and/or expenses necessary to carry out the Owners' work.

683 **38. Slow Steaming**

- 684 (a) The Charterers may at their discretion provide, in writing to the Master, instructions to reduce
 685 speed or Revolutions Per Minute (main engine RPM) and/or instructions to adjust the Vessel's
 686 speed to meet a specified time of arrival at a particular destination.
 - 687 (i) *Slow Steaming – Where the Charterers give instructions to the Master to adjust the speed
 688 or RPM, the Master shall, subject always to the Master's obligations in respect of the safety of
 689 the Vessel, crew and cargo and the protection of the marine environment, comply with such
 690 written instructions, provided that the engine(s) continue(s) to operate above the cut-out point
 691 of the Vessel's engine(s) auxiliary blower(s) and that such instructions will not result in the
 692 Vessel's engine(s) and/or equipment operating outside the manufacturers'/designers'
 693 recommendations as published from time to time.
 - 694 (ii) *Ultra-Slow Steaming – Where the Charterers give instructions to the Master to adjust the speed
 695 or RPM, regardless of whether this results in the engine(s) operating above or below the
 696 cut-out point of the Vessel's engine(s) auxiliary blower(s), the Master shall, subject always to
 697 the Master's obligations in respect of the safety of the Vessel, crew and cargo and the
 698 protection of the marine environment, comply with such written instructions, provided that such
 699 instructions will not result in the Vessel's engine(s) and/or equipment operating outside the
 700 manufacturers'/designers' recommendations as published from time to time. If the
 701 manufacturers'/designers' recommendations issued subsequent to the date of this Charter

702 Party require additional physical modifications to the engine or related equipment or require the
 703 purchase of additional spares or equipment, the Master shall not be obliged to comply with
 704 these instructions.

705 *Sub-clauses (a)(i) and (a)(ii) are alternatives; delete whichever is not applicable. In the
 706 absence of deletions, alternative (a)(i) shall apply.

- 707 (b) At all speeds the Owners shall exercise due diligence to ensure that the Vessel is operated in a
 708 manner which minimises fuel consumption, always taking into account and subject to the
 709 following:
 - 710 (i) the Owners' warranties under this Charter Party relating to the Vessel's speed and
 711 consumption;
 - 712 (ii) the Charterers' instructions as to the Vessel's speed and/or RPM and/or specified time of
 713 arrival at a particular destination;
 - 714 (iii) the safety of the Vessel, crew and cargo and the protection of the marine environment; and
 - 715 (iv) the Owners' obligations under any bills of lading, waybills or other documents evidencing
 716 contracts of carriage issued by them or on their behalf.
- 717 (c) For the purposes of Sub-clause (b), the Owners shall exercise due diligence to minimise fuel
 718 consumption:
 - 719 (i) when planning voyages, adjusting the Vessel's trim and operating main engine(s) and
 720 auxiliary engine(s);
 - 721 (ii) by making optimal use of the Vessel's navigation equipment and any additional aids
 722 provided by the Charterers, such as weather routing, voyage optimization and performance
 723 monitoring systems; and
 - 724 (iii) by directing the Master to report any data that the Charterers may reasonably request to
 725 further improve the energy efficiency of the Vessel.
- 726 (d) The Owners and the Charterers shall share any findings and best practices that they may have
 727 identified on potential improvements to the Vessel's energy efficiency.
- 728 (e) For the avoidance of doubt, where the Vessel proceeds at a reduced speed or with reduced
 729 RPM pursuant to Sub-clause (a), then provided that the Master has exercised due diligence to
 730 comply with such instructions, this shall constitute compliance with, and there shall be no
 731 breach of, any obligation requiring the Vessel to proceed with utmost and/or due despatch (or
 732 any other such similar/equivalent expression).
- 733 (f) The Charterers shall procure that this Clause be incorporated into all sub-charters and
 734 contracts of carriage issued pursuant to this Charter Party. The Charterers shall indemnify the
 735 Owners against all consequences and liabilities that may arise from bills of lading, waybills or
 736 other documents evidencing contracts of carriage being issued as presented to the extent that the
 737 terms of such bills of lading, waybills or other documents evidencing contracts of carriage
 738 impose or result in breach of the Owners' obligation to proceed with due despatch or are to be
 739 held to be a deviation or the imposition of more onerous liabilities upon the Owners than those
 740 assumed by the Owners pursuant to this Clause.

741 **39. BIMCO Piracy Clause for Time Charter Parties 2013**

- 742 (a) The Vessel shall not be obliged to proceed or required to continue to or through, any port,
 743 place, area or zone, or any waterway or canal (hereinafter "Area") which, in the reasonable
 744 judgement of the Master and/or the Owners, is dangerous to the Vessel, her cargo, crew or
 745 other persons on board the Vessel due to any actual, threatened or reported acts of piracy

746 and/or violent robbery and/or capture/seizure (hereinafter "Piracy"), whether such risk existed at
 747 the time of entering into this Charter Party or occurred thereafter. Should the Vessel be within
 748 any such place as aforesaid which only becomes dangerous, or may become dangerous, after
 749 her entry into it, she shall be at liberty to leave it.

- 750 (b) If in accordance with Sub-clause (a) the Owners decide that the Vessel shall not proceed or
 751 continue to or through the Area they must immediately inform the Charterers. The Charterers
 752 shall be obliged to issue alternative voyage orders and shall indemnify the Owners for any
 753 claims from holders of the Bills of Lading caused by waiting for such orders and/or the
 754 performance of an alternative voyage. Any time lost as a result of complying with such orders
 755 shall not be considered off-hire.
- 756 (c) If the Owners consent or if the Vessel proceeds to or through an Area exposed to the risk of
 757 Piracy the Owners shall have the liberty:
 - 758 (i) to take reasonable preventative measures to protect the Vessel, crew and cargo including
 759 but not limited to re-routeing within the Area, proceeding in convoy, using escorts, avoiding day
 760 or night navigation, adjusting speed or course, or engaging security personnel and/or deploying
 761 equipment on or about the Vessel (including embarkation/disembarkation);
 - 762 (ii) to comply with underwriters' requirements under the terms of the Vessel's insurance(s);
 - 763 (iii) to comply with all orders, directions, recommendations or advice given by the Government
 764 of the Nation under whose flag the Vessel sails, or other Government to whose laws the
 765 Owners are subject, or any other Government, body or group (including military authorities)
 766 whatsoever acting with the power to compel compliance with their orders or directions; and
 - 767 (iv) to comply with the terms of any resolution of the Security Council of the United Nations, the
 768 effective orders of any other Supranational body which has the right to issue and give the
 769 same, and with national laws aimed at enforcing the same to which the Owners are subject,
 770 and to obey the orders and directions of those who are charged with their enforcement;
- 771 and the Charterers shall indemnify the Owners for any claims from holders of Bills of Lading or
 772 third parties caused by the Vessel proceeding as aforesaid, save to the extent that such claims
 773 are covered by additional insurance as provided in Sub-clause (d)(iii).
- 774 (d) Costs
 - 775 (i) if the Vessel proceeds to or through an Area where due to risk of Piracy additional costs will
 776 be incurred including but not limited to additional personnel and preventative measures to avoid
 777 Piracy, such reasonable costs shall be for the Charterers' account. Any time lost waiting for
 778 convoys, following recommended routeing, timing, or reducing speed or taking measures to
 779 minimise risk, shall be for the Charterers' account and the Vessel shall remain on hire;
 - 780 (ii) if the Owners become liable under the terms of employment to pay to the crew any bonus or
 781 additional wages in respect of sailing into an area which is dangerous in the manner defined by
 782 the said terms, then the actual bonus or additional wages paid shall be reimbursed to the
 783 Owners by the Charterers;
 - 784 (iii) if the Vessel proceeds to or through an Area exposed to the risk of Piracy, the Charterers
 785 shall reimburse to the Owners any additional premiums required by the Owners' insurers and
 786 the costs of any additional insurances that the Owners reasonably require in connection with
 787 Piracy risks which may include but not be limited to War Loss of Hire and/or maritime Kidnap
 788 and Ransom (K&R); and
 - 789 (iv) all payments arising under Sub-clause (d) shall be settled within fifteen (15) days of receipt
 790 of the Owners' supported invoices or on redelivery, whichever occurs first.
- 791 (e) If the Vessel is attacked by pirates any time lost shall be for the account of the Charterers and

792 the Vessel shall remain on hire.

- 793 (f) If the Vessel is seized by pirates the Owners shall keep the Charterers closely informed of the
 794 efforts made to have the Vessel released. The Vessel shall remain on hire throughout the
 795 seizure and the Charterers' obligations shall remain unaffected, except that hire payments shall
 796 cease as of the ninety-first (91st) day after the seizure until release. The Charterers shall pay
 797 hire, or if the Vessel has been redelivered, the equivalent of Charter Party hire, for any time lost
 798 in making good any damage and deterioration resulting from the seizure. The Charterers shall
 799 not be liable for late redelivery under this Charter Party resulting from the seizure of the Vessel.
- 800 (g) If in compliance with this Clause anything is done or not done, such shall not be deemed a
 801 deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a
 802 conflict between the provisions of this Clause and any implied or express provision of the
 803 Charter Party, this Clause shall prevail.

804 **40. Taxes**

805 Charterers are to pay all local, State, National taxes and/or dues assessed on the Vessel or the
 806 Owners resulting from the Charterers' orders herein, whether assessed during or after the
 807 currency of this Charter Party including any taxes and/or dues on cargo and/or freights and/or
 808 sub-freights and/or hire (excluding taxes levied by the country of the flag of the Vessel or the
 809 Owners). In the event the Owners/Vessel/her flag state are exempt from any taxes, the Owners
 810 shall seek such exemption and filing costs for such exemption, if any, shall be for the
 811 Charterers' account and no charge for such taxes shall be assessed to the Charterers.

812 **41. Industrial Action**

813 In the event if the Vessel being delayed or rendered inoperative by strikes, labor stoppages or
 814 boycotts or any other difficulties arising from the Vessel's ownership, crew or terms of
 815 employment of the crew of the chartered Vessel or any other vessel under the same ownership,
 816 operation and control, any time lost is to be considered off-hire. The Owners guarantee that on
 817 delivery the minimum terms and conditions of employment of the crew of the Vessel are in
 818 accordance with the International Labour Organization Maritime Labour Convention (MLC)
 819 2006, and will remain so throughout the duration of this Charter Party.

820 **42. Stowaways**

- 821 (a) If stowaways have gained access to the Vessel by means of secreting away in the goods
 822 and/or containers or by any other means related to the cargo operation, this shall amount to
 823 breach of this Charter Party. The Charterers shall be liable for the consequences of such
 824 breach and hold the Owners harmless and keep them indemnified against all claims; costs
 825 (including but not limited to victualing costs for stowaways whilst on board and repatriation);
 826 losses; and fines or penalties, which may arise and be made against them. The Charterers
 827 shall, if required, place the Owners in funds to put up bail or other security. The Vessel shall
 828 remain on hire for any time lost as a result of such breach.
- 829 (b) Save for those stowaways referred to in Sub-clause (a), if stowaways have gained access to
 830 the Vessel this shall amount to a breach of this Charter Party. The Owners shall be liable for
 831 the consequences of such breach and hold the Charterers harmless and keep them
 832 indemnified against all claims; costs; losses; and fines or penalties, which may arise and be
 833 made against them. The Vessel shall be off-hire for any time lost as a result of such breach.

834 **43. Smuggling**

- 835 (a) In the event of smuggling by the Master, other Officers and/or ratings, this shall amount to a
 836 breach of this Charter Party. The Owners shall be liable for the consequences of such breach
 837 and hold the Charterers harmless and keep them indemnified against all claims, costs, losses,
 838 and fines and penalties which may arise and be made against them. The Vessel shall be off-
 839 hire for any time lost as a result of such breach.

840 (b) If unmanifested narcotic drugs and/or any other illegal substances are found secreted in the
 841 goods and/or containers or by any other means related to the cargo operation, this shall
 842 amount to a breach of this Charter Party. The Charterers shall be liable for the consequences
 843 of such breach and hold the Owners, Master, officers and ratings of the Vessel harmless and
 844 keep them indemnified against all claims, costs, losses, and fines and penalties which may
 845 arise and be made against them individually or jointly. The Charterers shall, if required, place
 846 the Owners in funds to put up bail or other security. The Vessel shall remain on hire for any
 847 time lost as a result of such breach.

848 **44. International Safety Management (ISM)**

849 During the duration of this Charter Party, the Owners shall procure that both the Vessel and
 850 “the Company” (as defined by the ISM Code) shall comply with the requirements of the ISM
 851 Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance
 852 (DOC) and Safety Management Certificate (SMC) to the Charterers. Except as otherwise
 853 provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of
 854 the Owners or “the Company” to comply with the ISM Code shall be for the Owners’ account.

855 **45. International Ship and Port Facility Security Code (ISPS Code)/Maritime Transportation
 856 Security Act (MTSA)**

857 (a) (i) The Owners shall comply with the requirements of the ISPS and the relevant amendments to
 858 Chapter XI of Safety of Life at Sea (SOLAS) (ISPS Code) relating to the Vessel and “the
 859 Company” (as defined by the ISPS Code). If trading to or from the US or passing through US
 860 waters, the Owners shall also comply with the requirements of the MTSA relating to the Vessel
 861 and the “Owner” (as defined by the MTSA).

862 (ii) Upon request the Owners shall provide the Charterers with a copy of the relevant
 863 International Ship Security Certificate (ISSC) (or the interim ISSC) and the full style contact
 864 details of the Company Security Officer (CSO).

865 (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or
 866 delay) caused by failure on the part of the Owners or “the Company”/“Owner” to comply with
 867 the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners’ account,
 868 except as otherwise provided in this Charter Party.

869 (b) (i) The Charterers shall provide the Owners and the Master with their full style contact details
 870 and, upon request, any other information the Owners require to comply with the ISPS
 871 Code/MTSA. Where sub-letting is permitted under the terms of this Charter Party, the
 872 Charterers shall ensure that the contact details of all sub-charterers are likewise provided to the
 873 Owners and the Master. Furthermore, the Charterers shall ensure that all sub-charter parties
 874 they enter into during the period of this Charter Party contain the following provision:

875 *“The Charterers shall provide the Owners with their full style contact details and, where sub-
 876 letting is permitted under the terms of the charter party, shall ensure that contact details of all
 877 sub-charterers are likewise provided to the Owners”.*

878 (ii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or
 879 delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the
 880 Charterers’ account, except as otherwise provided in this Charter Party.

881 (c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses
 882 whatsoever arising out of or related to security regulations or measures required by the port
 883 facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not
 884 limited to, security guards, launch services, vessel escorts, security fees or taxes and
 885 inspections, shall be for the Charterers’ account, unless such costs or expenses result solely
 886 from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the
 887 nationality of the crew, crew visas, the Vessel’s flag or the identity of the Owners’ managers. All

- 888 measures required by the Owners to comply with the Ship Security Plan shall be for the
 889 Owners' account.
- 890 (d) If either party makes any payment which is for the other party's account according to this
 891 Clause, the other party shall indemnify the paying party.
- 892 **46. Sanctions**
- 893 (a) The Owners shall not be obliged to comply with any orders for the employment of the Vessel in
 894 any carriage, trade or on a voyage which, in the reasonable judgement of the Owners, will
 895 expose the Vessel, Owners, managers, crew, the Vessel's insurers, or their re-insurers, to any
 896 sanction or prohibition imposed by any State, Supranational or International Governmental
 897 Organization.
- 898 (b) If the Vessel is already performing an employment to which such sanction or prohibition is
 899 subsequently applied, the Owners shall have the right to refuse to proceed with the
 900 employment and the Charterers shall be obliged to issue alternative voyage orders within forty-
 901 eight (48) hours of receipt of the Owners' notification of their refusal to proceed. If the
 902 Charterers do not issue such alternative voyage orders the Owners may discharge any cargo
 903 already loaded at any safe port (including the port of loading). The Vessel to remain on hire
 904 pending completion of the Charterers' alternative voyage orders or delivery of cargo by the
 905 Owners and the Charterers to remain responsible for all additional costs and expenses incurred
 906 in connection with such orders/delivery of cargo. If in compliance with this Sub-clause (b)
 907 anything is done or not done, such shall not be deemed a deviation.
- 908 (c) The Charterers shall indemnify the Owners against any and all claims whatsoever brought by
 909 the owners of the cargo and/or the holders of Bills of Lading and/or sub-charterers against the
 910 Owners by reason of the Owners' compliance with such alternative voyage orders or delivery of
 911 the cargo in accordance with Sub-clause (b).
- 912 (d) The Charterers shall procure that this Clause shall be incorporated into all sub-charters issued
 913 pursuant to this Charter Party.
- 914 **47. BIMCO Designated Entities Clause for Charter Parties**
- 915 (a) The provisions of this clause shall apply in relation to any sanction, prohibition or restriction
 916 imposed on any specified persons, entities or bodies including the designation of specified
 917 vessels or fleets under United Nations Resolutions or trade or economic sanctions, laws or
 918 regulations of the European Union or the United States of America.
- 919 (b) The Owners and the Charterers respectively warrant for themselves (and in the case of any
 920 sublet, the Charterers further warrant in respect of any sub-charterers, shippers, receivers, or
 921 cargo interests) that at the date of this fixture and throughout the duration of this Charter Party
 922 they are not subject to any of the sanctions, prohibitions, restrictions or designation referred to
 923 in Sub-clause (a) which prohibit or render unlawful any performance under this Charter Party or
 924 any sublet or any Bills of Lading. The Owners further warrant that the nominated vessel, or any
 925 substitute, is not a designated vessel.
- 926 (c) If at any time during the performance of this Charter Party either party becomes aware that the
 927 other party is in breach of warranty as aforesaid, the party not in breach shall comply with the
 928 laws and regulations of any Government to which that party or the Vessel is subject, and follow
 929 any orders or directions which may be given by any body acting with powers to compel
 930 compliance, including where applicable the Owners' flag State. In the absence of any such
 931 orders, directions, laws or regulations, the party not in breach may, in its option, terminate the
 932 Charter Party forthwith or, if cargo is on board, direct the Vessel to any safe port of that party's
 933 choice and there discharge the cargo or part thereof.
- 934 (d) If, in compliance with the provisions of this Clause, anything is done or is not done, such shall
 935 not be deemed a deviation but shall be considered due fulfilment of this Charter Party.

- 936 (e) Notwithstanding anything in this Clause to the contrary, the Owners or the Charterers shall not
 937 be required to do anything which constitutes a violation of the laws and regulations of any State
 938 to which either of them is subject.
- 939 (f) The Owners or the Charterers shall be liable to indemnify the other party against any and all
 940 claims, losses, damage, costs and fines whatsoever suffered by the other party resulting from
 941 any breach of warranty as aforesaid.
- 942 (g) The Charterers shall procure that this Clause is incorporated into all sub-charters, contracts of
 943 carriage and Bills of Lading issued pursuant to this Charter Party.

48. BIMCO North American Advance Cargo Notification Clause for Time Charter Parties

- 945 (a) If the Vessel loads or carries cargo destined for the US or Canada or passing through US or
 946 Canadian ports in transit, the Charterers shall comply with the current US Customs regulations
 947 (19 CFR 4.7) or the Canada Border Services Agency regulations (Memorandum D3-5-2) or any
 948 subsequent amendments thereto and shall undertake the role of carrier for the purposes of
 949 such regulations and shall, in their own name, time and expense:
- 950 (i) have in place a Standard Carrier Alpha Code (SCAC)/Canadian Customs Carrier Code;
- 951 (ii) for US trade, have in place an International Carrier Bond (ICB);
- 952 (iii) provide the Owners with a timely confirmation of (i) and (ii) above as appropriate; and
- 953 (iv) submit a cargo declaration by Automated Manifest System (AMS) to the US Customs or by
 954 ACI Automated Commercial Information (ACI) to the Canadian customs, and provide the
 955 Owners at the same time with a copy thereof.
- 956 (b) The Charterers assume liability for and shall indemnify, defend and hold harmless the Owners
 957 against any loss and/or damage whatsoever (including consequential loss and/or damage)
 958 and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but
 959 not limited to legal costs, arising from the Charterers' failure to comply with any of the
 960 provisions of Sub-clause (a). Should such failure result in any delay then, notwithstanding any
 961 provision in this Charter Party to the contrary, the Vessel shall remain on hire.
- 962 (c) If the Charterers' ICB is used to meet any penalties, duties, taxes or other charges which are
 963 solely the responsibility of the Owners, the Owners shall promptly reimburse the Charterers for
 964 those amounts.
- 965 (d) The assumption of the role of carrier by the Charterers pursuant to this Clause and for the
 966 purpose of the US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity
 967 of carrier under any bill of lading, other contract, law or regulation.

49. BIMCO U.S. Census Bureau Mandatory Automated Export System (AES) Clause for Time Charter Parties

- 970 (a) If the Vessel loads cargo in any US port or place, the Charterers shall comply with the current
 971 US Census Bureau Regulations (15 CFR 30) or any subsequent amendments thereto and shall
 972 undertake the role of carrier for the purposes of such regulations and shall, in their own name,
 973 time and expense:
- 974 (i) have in place a SCAC (Standard Carrier Alpha Code);
- 975 (ii) have in place an ICB (International Carrier Bond);
- 976 (iii) provide the Owners with a timely confirmation of (i) and (ii) above; and

977 (iv) submit an export ocean manifest by Automated Export System (AES) to the US Census
 978 Bureau and provide the Owners at the same time with a copy thereof.

- 979 (b) The Charterers assume liability for and shall indemnify, defend and hold harmless the Owners
 980 against any loss and/or damage whatsoever (including consequential loss and/or damage)
 981 and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but
 982 not limited to legal costs, arising from the Charterers' failure to comply with any of the
 983 provisions of Sub-clause (a). Should such failure result in any delay then, notwithstanding any
 984 provision in this Charter Party to the contrary, the Vessel shall remain on hire.
- 985 (c) If the Charterers' ICB is used to meet any penalties, duties, taxes or other charges which are
 986 solely the responsibility of the Owners, the Owners shall promptly reimburse the Charterers for
 987 those amounts.
- 988 (d) The assumption of the role of carrier by the Charterers pursuant to this Clause and for the
 989 purpose of the US Census Bureau Regulations (15 CFR 30) shall be without prejudice to the
 990 identity of carrier under any bill of lading, other contract, law or regulation.

991 **50. BIMCO EU Advance Cargo Declaration Clause for Time Charter Parties 2012**

- 992 (a) If the Vessel loads cargo in any EU port or place destined for a port or place outside the EU
 993 ("Exported") or loads cargo outside the EU destined for an EU port or place or passing through
 994 EU ports or places in transit ("Imported"), the Charterers shall, for the purposes of this Clause,
 995 comply with the requirements of the EU Advance Cargo Declaration Regulations (the Security
 996 Amendment to the Community Customs Code, Regulations 648/2005; 1875/2006; and
 997 312/2009) or any subsequent amendments thereto and shall, in their own name, and in their
 998 time and at their expense:
- 999 (i) have in place an Economic Operator Registration and Identification (EORI) number;
- 1000 (ii) provide the Owners with a timely confirmation of (i) above as appropriate; and
- 1001 (iii) where the cargo is being:
- 1002 1. Exported: Submit, or arrange for the submission of, a customs declaration for export or, if a
 1003 customs declaration or a re-export notification is not required, an exit summary declaration; or
- 1004 2. Imported: Submit, or arrange for the submission of, an entry summary declaration.
- 1005 Unless otherwise permitted by the relevant customs authorities, such declarations shall be
 1006 submitted to them electronically.

- 1007 (b) The Charterers assume liability for and shall indemnify, defend and hold harmless the Owners
 1008 against any loss and/or damage and/or any expenses, fines, penalties and all other claims of
 1009 whatsoever nature, including but not limited to legal costs, arising from the Charterers' failure to
 1010 comply with any of the provisions of Sub-clause (a). Should such failure result in any delay
 1011 then, notwithstanding any provision in this Charter Party to the contrary, the Vessel shall
 1012 remain on hire.

1013 **51. Ballast Water Exchange Regulations**

1014 If ballast water exchanges are required by any coastal state where the vessel is trading, the
 1015 Owners/Master shall comply with same at the Charterers' time, risk, and expense.

1016 **52. Period Applicable Clauses**

1017 If the minimum period of this Charter Party exceeds five (5) months, the following Sub-clauses
 1018 shall apply:

1019 (a) Should the Vessel at the expiry of the described employment period be on a ballast voyage to
 1020 the place of redelivery or on a laden voyage, reasonably expected to be completed within the
 1021 employment period when commenced, the Charterers shall have the use of the Vessel on the
 1022 same conditions and at the same rate or the prevailing market rate, whichever is higher, for any
 1023 extended time as may be necessary for the completion of the last voyage of the Vessel to the
 1024 place of redelivery.

1025 (b) Drydocking

1026 The Owners shall have the option to place the Vessel in drydock during the currency of this
 1027 Charter Party at a convenient time and place, to be mutually agreed upon between the Owners
 1028 and the Charterers, for bottom cleaning and painting and/or repair as required by class or
 1029 dictated by circumstances. (see also Clause 19 (Drydocking)).

1030 (c) Off-hire

1031 The Charterers to have the option of adding any time the Vessel is off-hire to the Charter
 1032 period. Such option shall be declared in writing not less than one (1) month before the expected
 1033 date of redelivery, or latest one (1) week after the event if such event occurs less than one (1)
 1034 month before the expected date of redelivery.

1035 (d) Charterers' Colors

1036 The Charterers shall have the privilege of flying their own house flag and painting the Vessel
 1037 with their own markings. The Vessel shall be repainted in the Owners' colors before termination
 1038 of the Charter Party. Cost and time of painting, maintaining and repainting those changes
 1039 effected by the Charterers shall be for the Charterers' account.

1040 53. Commissions

1041 A commission of per cent is payable by the Vessel and the Owners to
 1042 on hire earned and paid under this Charter Party, and also upon any
 1043 continuation or extension of this Charter Party.

1044 An address commission of per cent on the hire earned shall be
 1045 deducted by the Charterers on payment of the hire earned under this Charter Party.

1046 54. Law and Arbitration

1047 *(a) **New York.** This Charter Party shall be governed by United States maritime law. Any dispute
 1048 arising out of or in connection with this Charter Party shall be referred to three persons at New
 1049 York, one to be appointed by each of the parties hereto, and the third by the two so chosen.
 1050 The award of the arbitrators or any two of them shall be final, and for the purposes of enforcing
 1051 any award, judgment may be entered on an award by any court of competent jurisdiction. The
 1052 proceedings shall be conducted in accordance with the rules of the Society of Maritime
 1053 Arbitrators, Inc. (SMA) current at the time this Charter Party was entered into.

1054 In cases where neither the claim nor any counter claim exceeds the sum of US\$ 100,000 (or
 1055 such other sum as the parties may agree), the arbitration shall be conducted before a sole
 1056 arbitrator in accordance with the Shortened Arbitration Procedure of the SMA current at the
 1057 time this Charter Party was entered into. (www.smany.org).

1058 *(b) **London.** This Charter Party shall be governed by and construed in accordance with English
 1059 law and any dispute arising out of or in connection with this Charter Party shall be referred to
 1060 arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification
 1061 or re-enactment thereof save to the extent necessary to give effect to the provisions of this
 1062 Clause.

1063 The arbitration shall be conducted in accordance with the London Maritime Arbitrators
 1064 Association (LMAA) Terms current at the time when the arbitration proceedings are

1065 commenced.

1066 The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall
 1067 appoint its arbitrator and send notice of such appointment in writing to the other party requiring
 1068 the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and
 1069 stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own
 1070 arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the
 1071 other party does not appoint its own arbitrator and give notice that it has done so within the
 1072 fourteen (14) days specified, the party referring a dispute to arbitration may, without the
 1073 requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator
 1074 and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on
 1075 both parties as if he had been appointed by agreement.

1076 Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide
 1077 for the appointment of a sole arbitrator.

1078 In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000 (or
 1079 such other sum as the parties may agree) the arbitration shall be conducted in accordance with
 1080 the LMAA Small Claims Procedure current at the time when the arbitration proceedings are
 1081 commenced. (www.lmaa.org.uk)

1082 *(c) **Singapore.** This Charter Party shall be governed by and construed in accordance with
 1083 Singapore**/English** law.

1084 Any dispute arising out of or in connection with this Charter Party, including any question
 1085 regarding its existence, validity or termination shall be referred to and finally resolved by
 1086 arbitration in Singapore in accordance with the Singapore International Arbitration Act (Chapter
 1087 143A) and any statutory modification or re-enactment thereof save to the extent necessary to
 1088 give effect to the provisions of this Clause.

1089 The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore
 1090 Chamber of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings
 1091 are commenced.

1092 The reference to arbitration of disputes under this clause shall be to three arbitrators. A party
 1093 wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such
 1094 appointment in writing to the other party requiring the other party to appoint its own arbitrator
 1095 and give notice that it has done so within fourteen (14) calendar days of that notice and stating
 1096 that it will appoint its own arbitrator as sole arbitrator unless the other party appoints its own
 1097 arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the
 1098 other party does not give notice that it has done so within the fourteen (14) days specified, the
 1099 party referring a dispute to arbitration may, without the requirement of any further prior notice to
 1100 the other party, appoint its arbitrator as sole arbitrator and shall advise the other party
 1101 accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been
 1102 appointed by agreement.

1103 Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide
 1104 for the appointment of a sole arbitrator.

1105 In cases where neither the claim nor any counterclaim exceeds the sum of US\$ 150,000 (or
 1106 such other sum as the parties may agree) the arbitration shall be conducted before a single
 1107 arbitrator in accordance with the SCMA Small Claims Procedure current at the time when the
 1108 arbitration proceedings are commenced. (www.scma.org.sg)

1109 (d) This Charter Party shall be governed by and construed in accordance with the laws of the place
 1110 mutually agreed by the parties and any dispute arising out of or in connection with this Charter
 1111 Party shall be referred to arbitration at a mutually agreed place, subject to the procedures
 1112 applicable there.

**Sub-clauses (a), (b), (c) and (d) are alternatives; indicate alternative agreed. If alternative (d) agreed also state the place of arbitration. If no alternative agreed and clearly indicated then Sub-clause (a) shall apply by default.*

1116 ***Singapore and English law are alternatives; if Sub-clause (c) agreed also indicate choice of*
1117 *Singapore or English law. If neither or both are indicated, then English law shall apply by*
1118 *default.*

1119 55. Notices

1120 All notices, requests and other communications required or permitted by any clause of this
1121 Charter Party shall be given in writing and shall be sufficiently given or transmitted if delivered
1122 by hand, email, express courier service or registered mail and addressed if to the Owners, to
1123 or such other address or email address as the Owners may hereafter designate in
1124 writing, and if to the Charterers to or such other address or email address as the
1125 Charterers may hereafter designate in writing. Any such communication shall be deemed to
1126 have been given on the date of actual receipt by the party to which it is addressed.

1127 56. Headings

1128 The headings in this Charter Party are for identification only and shall not be deemed to be part
1129 hereof or be taken into consideration in the interpretation or construction of this Charter Party.

1130 57. Singular/Plural

1131 The singular includes the plural and vice-versa as the context admits or requires.

1132 Clauses to, both inclusive, as attached hereto are fully
1133 incorporated in this Charter Party.

1134 OWNERS: **CHARTERERS:**

1135 Name: _____ Name: _____
1136 Title: _____ Title: _____

NYPE 2015 APPENDIX A (VESSEL DESCRIPTION)**GENERAL INFORMATION**

1.1	Vessel's name	
1.2	Type of vessel	
1.3	IMO number	
1.4	Year of build	
1.5	Name of shipyard/where built	/
1.6	Flag	
1.7	Port of Registry	
1.8	Classification Society	
1.9	Protection & Indemnity Club – full name	
1.10	Hull & Machinery insured value	
1.11	Date and place of last drydock	
1.12	Vessel's Call Sign	
1.13	Vessel's INMARSAT number(s)	
1.14	Vessel's fax number	
1.15	Vessel's email address	

LOADLINE INFORMATION

2.1	Loadline	Deadweight	Draft	TPC
	Winter			
	Summer			
	Tropical			
	Fresh Water			
	Tropical Fresh Water			
2.2	Constant Excluding Fresh Water			
2.3	Freshwater Capacity			

TONNAGES

3.1	Gross Tonnage (GT)	
3.2	Net Tonnage (NT)	
3.3	Panama Canal Net Tonnage (PCNT)	
3.4	Suez Canal Tonnage	Gross (SCGT) Net (SCNT)
3.5	Lightweight	

DIMENSIONS

4.1	Number of holds			
4.2	Hold dimensions	1.	2.	3.
		4.	5.	6.
		7.	8.	9.
4.3	Height of holds			
4.4	Number of hatches			
4.5	Manufacturer and type of hatch covers			
4.6	Hatch dimensions	1.	2.	3.

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		4.	5.	6.
		7.	8.	9.
4.7	Is vessel strengthened for the carriage of heavy cargoes?			
4.8	If yes, state which holds may be left empty			
4.9	Main deck strength			
4.10	Tanktop strength			
4.11	Strength of hatch covers			
4.12	Cubic grain capacity, by hold	1.	2.	3.
		4.	5.	6.
		7.	8.	9.
4.13	Cubic bale capacity, by hold	1.	2.	3.
		4.	5.	6.
		7.	8.	9.
4.14	Length overall			
4.15	Length between perpendiculars			
4.16	Extreme breadth (beam):			
4.17	Keel to Masthead (KTM):			
4.18	Distance from waterline to top of hatch coamings or hatch covers if side rolling hatches	No. 1 hatch	Midships	Last hatch
	Ballast condition (ballast holds not flooded, basis 50% bunkers)			
	Full ballast condition (ballast holds flooded, basis 50% bunkers)			
	Light condition (basis 50% bunkers)			
	Fully laden condition			
4.19	Vessel's temporary ballast hold(s)			
4.20	Vessel's ballasting time/rate of ballasting			
4.21	Vessel's de-ballasting time/rate of de-ballasting			
4.22	If geared state manufacturer and type			
4.23	Number & location of cranes			
4.24	If vessel has power outlets for grabs – state number and power			
4.25	Maximum outreach of cranes beyond ship's rail			
4.26	Maximum outreach of cranes beyond ship's			
4.27	If vessel has grabs on board, state:			
	Type			
	Number/Capacity			
4.28	Are holds CO2 fitted?			
4.29	Are holds vessel fitted with Australian type approved hold ladders?			
4.30	Is vessel fitted for carriage of grain in accordance with Chapter VI of SOLAS 1974 and amendments without requiring bagging, trapping and securing when loading a full cargo (deadweight) of heavy grain in bulk			

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	(stowage factor 42 cubic feet) with ends untrimmed?	
4.31	Is vessel logs fitted?	
4.32	If yes, state number, type and height of stanchions on board and which stanchions are collapsible. Also state number and type of sockets on board	

BUNKERS, SPEED AND CONSUMPTION

5.1	What type/viscosity of fuel is used for main propulsion?				
5.2	Capacity of main engine bunker tanks (excluding unpumpables):				
5.3	Number of bunker tanks				
5.4	What type/viscosity of fuel is used in the generating plant				
	Capacity of auxiliary (aux.) engine(s) bunker tanks (excluding unpumpables)				
	Speed on sea passage	Knots ballast	Knots laden	On tons (main)	On tons (aux)
	Consumption in Port	Tons (main)		Tons (aux.)	
	Working				
	Idle				

CREW

6.1	Number of Officers	
6.2	Number of Ratings	
6.3	Name and nationality of Master	
6.4	Nationality of Officers	
6.5	Nationality of Ratings	

CERTIFICATE EXPIRY DATES

7.1	P&I	
7.2	H&M	
7.3	Class	
7.4	Gear	
7.5	Document of Compliance (DOC)	
7.6	Safety Management Certificate (SMC)	
7.7	International Ship Security Certificate	