

“HIDROCANVOY”

-

1 THIS CHARTER PARTY, made and concluded in **Geneva**
2 this day of,
3 Between, of
4
5 Owners of the Vessel
6
7 Charterers,
8 of the city of
9

1. Loading Port(s)/Discharging Port(s)

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12 That the said Vessel being tight, staunch and strong, and in every way fit for the voyage, shall,
13 with all convenient speed, proceed to
14 and there load, always afloat, and in the customary manner from the Charterers, in such safe
15 berth as they shall direct, 30 (thirty)-(see also clause 58) full and complete cargoes of in
16 bulk consisting of one or more grades; grade separation always within vessels' natural
17 separations. of 2240 lbs/1000 kilos*.
18 The cargo always to be transported, loaded and discharged in
19 accordance with the latest IMO regulations; and being so loaded, shall therefrom proceed, with
20 all convenient speed, to in
21 Charterer's option and there deliver her cargo , as ordered by the Charterers, where she can
22 safely deliver it, always afloat, at the rate of
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2. Freight Payment

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27
28 The FREIGHT shall be paid
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3. Notices & Loading Port Order

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32 The Master shall give the Charterers and their Agents at loading port (telegraphic address "
33 ", Telex No , Fax No
34
35) notice of the date of the performing Vessel's expected readiness to load,
36 approximate quantity of cargo required and stowage plan
37 on
38 days prior arrival. The Charterers
39 shall be kept advised by the Master by any form of telecommunication of any
40 alterations immediately, as and when known. The Charterers shall declare first or sole loading

“HIDROCANVOY”

41 port on receipt of the Master's day notice, unless declared earlier.

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43

44 After performing vessel being load Master will send telegraphic notice to Charterers and their
45 Agents at port of discharge with the exact quantity loaded according with the Bills of Lading
46 weight and expected arrival draft.

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48 **4. Notices & Discharging Port Orders**

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52 **5. Laydays/Cancelling**

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54 Vessel's laytime for loading

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56 Should the performing Vessel's notice of readiness not have been tendered in accordance with
57 Clause 6, the Charterers shall have the option of cancelling this Charter Party in relation to that
58 shipment only, remaining this Charter Party for the outstanding shipments, if any, not later than
59 twelve hours after the said notice has been tendered and received. Charterers shall be entitled
60 to claim the Owner for damages and losses, if any, caused to them for breach of this Charter
61 Party. The said cancelling date shall be extended by as many days (rounded to the nearest day)
62 as the Charterers shall have failed to give loading port orders as provided in Clause 3
63 hereabove.

64

65 If the Owners warrant that the performing Vessel will not be ready to tender notice of readiness
66 by the cancelling date, and provided the Owners are able to state the date on which the Vessel
67 will be ready, they may, at the earliest seven days before the Vessel is expected to sail for the
68 port or place of loading, require the Charterers to declare whether or not they will cancel the
69 Charter related only to that shipment. Should the Charterers elect not to cancel the voyage, or
70 should they fail to reply within seven days or by the cancelling date, whichever shall first occur,
71 then the seventh day after the expected date of readiness for loading as notified by the Owners
72 shall replace the original cancelling date.

73 If the performing vessel arrives late/out and Charterers agree to extend the cancelling date and
74 maintain the vessel is still acceptable, whereupon the vessel shall be berthed in relation to its
75 arrival time, and time to count as per Charter Party.

76

77 **6. Time Counting**

78

79 (a) Notice of the performing Vessel's readiness to load and discharge at the first or sole port
80 shall be tendered in writing to the Charterers and/or their Agents any time day or night, Sundays
81 and Holidays included (SHINC) and shall be accepted and confirmed in writing by
82 Charterers/Shippers or Receivers between 07.30 hours and 16.00 hours daily excluding

“HIDROCANVOY”

Christmas period. Following tender, receipt and acceptance of notice of readiness, laytime at the discharging port shall commence 12 hours thereafter, unless the Vessel's discharging has sooner commenced. The time actually used before the commencement of laytime shall count. Laytime at loading port shall commence

Such notice of readiness shall be tendered when the performing Vessel is in the loading or discharging berth, if available, and is in all respects ready to load or discharge the cargo, unless the berth is not available on the Vessel's arrival, whereupon the Master may tender the said notice from a lay berth or anchorage within the port limits and accessible to Charterers for loading or discharging operations.

(b) If the performing Vessel is prevented from entering the port limits because the first or sole loading or discharging berth, or a lay berth or anchorage at which Charterers can operate is not available on the order of the Charterers or any competent official body or authority, and the Master warrants that such a Vessel is physically ready in all respects to load or discharge, he may tender notice to the Charterers, if desired, from the usual anchorage outside the port limits, whether in free pratique or not, and/or whether customs cleared or not. If after entering the port limits the Vessel is found not to be ready, the time lost from the time notice was tendered, until she is ready, shall not count as laytime, or time on demurrage.

(c) Loading terminal shall not be obliged accept Notice of Readiness if tendered prior to the commencement of laydays.

(d) If at any time the vessel is prevented from entering port because of vessel's deficiencies or other hindrances which constitute Owners' usual hazards, Notice of Readiness will not be deemed to have been received until such deficiencies or other hindrances have ceased to exit.

(e) Once the loading or discharging berth becomes available laytime or time on demurrage shall cease to count until the Vessel is in the berth, and shifting expenses shall be for the Owners' account.

7. Laytime

(a) The Vessel shall be loaded at the average rate of tons of 1000 kilos per day, or pro-rata for any part of a day, of twenty-four consecutive hours, weather permitting, Sundays and Holidays included, and discharged at the average rate of tons of 1000 kilos per day, or pro-rata for any part of a day of twenty four consecutive hours, weather permitting, Sundays and Holidays included.

(b)

(c) Time used in loading and discharging during excepted periods, if any, shall count as laytime.

Non-reversible laytime

“HIDROCANVOY”

(d) Laytime for loading and discharging at subsequent ports, if any, shall be always non-reversible and separate.

8. Exceptions

The Owners shall warrant that before, at the beginning of and during the voyages, Vessels are seaworthy in all respects, and is properly manned, equipped and supplied, and neither Vessels, nor the Masters or Owners shall be liable for any loss of, or damage, or delay to the cargo for causes excepted by the Hague Rules, or the Hague-Visby Rules or the Hamburg Rules, where applicable.

Neither the Vessels, her Masters or Owners, nor the Charterers shall, unless otherwise expressly provided in this Charter Party, be responsible for loss or damage to, or failure to supply, load, discharge or deliver the cargo resulting from: force majeure or any other cause beyond the Owners' or the Charterers' control; always provided that such extraordinary, unforeseen and irresistible events directly affect the loading and/or discharging process of the Vessels, and its performance under this Charter Party.

The term "force majeure" shall mean: fire, explosion, flood, storm, lightening, perils of the sea, earth quake or other natural case or accident, war whether declared or undeclared, blockade, revolution, riot, insurrection, mobilization, civil commotion, strike, lockout, equipment breakdown caused by something other than failure to maintain equipment or Governmental restriction arising without default or negligence on the part of Charterers, embargo, or any other cause or causes (whether of a similar or dissimilar kind) beyond the reasonable control of the Charterers, Shippers or Receivers as the case may be.

Suspension of obligations:

If the Charterers is rendered unable wholly or in part for force majeure to carry out any obligation under this contract, Charterers shall give Owners prompt notice by cable or telefax of such force majeure with reasonably full particulars thereof and insofar as it is known. The probable extent to which the Charterers will be unable to perform or be delayed in performing, such obligation hereunder, whereupon such obligation of the Charterers shall be suspended, in so far as it is affected by such force majeure, during the continuance thereof or such period as may reasonably be required by the Charterers to restore themselves to the position in which they would have been but for the occurrence of the force majeure.

9. Strikes

In the event of loss of time to the Vessel directly affecting the loading or discharging of this cargo, caused by a strike or lockout of any personnel connected with the production, mining, or any essential inland transport of the cargo to be loaded or discharged into/from this Vessel from point of origin, up to, and including the actual loading and discharging operations, or by any

“HIDROCANVOY”

personnel essential to the actual loading and discharging of the cargo, or accidents beyond the control of the consignee which prevent or delay the discharging, no laytime shall count during such periods and it is understood that Charterers will not nominate a cargo to Owners for loading or discharging at a port where the aforementioned events did exist at the time of nominating the cargo to Owners.

10. Demurrage/Despatch

Demurrage, if incurred, at loading and/or discharging port(s), shall be paid by the Charterers to the Owners at the rate of per day, or pro-rata for part of a day. Despatch money shall be paid by the Owners to the Charterers per day, or pro-rata for part of a day, at half the demurrage rate for all laytime saved.

11. Cost of Loading and Discharging

The cargo shall be loaded, dumped, spout trimmed, and discharged by Charterers/Receivers stevedores free of risk and expense to the Vessel, under the supervision of the Master who shall be ultimately responsible for the stowage and the ship's stability. Should the stevedores refuse to follow his instructions, the Master shall protest to them in writing and shall advise the Charterers immediately thereof.

12. Overtime**(a) Expenses**

- (i) All overtime expenses at loading and discharging ports shall be for account of the party ordering same.
- (ii) If overtime is ordered by port authorities or the party controlling the loading and/or discharging terminal or facility all overtime expenses shall be equally shared between the Owners and the Charterers/Receivers.
- (iii)vertime expenses for the Vessel's officers and crew shall always be for the Owners' account.

(b) Time Counting

If overtime work ordered by the Owners be performed during periods excepted from laytime the actual time used shall count; if ordered by the Charterers/Receivers, the actual time used shall not count; if ordered by port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall count unless such orders are caused by any operational deficiency of the ship.

“HIDROCANVOY”**209 13. Opening & Closing Hatches**

210
211 Opening and closing of hatches at commencement and completion of loading and discharging
212 shall be for the Owners' account and time so used is not to count.
213

214 14. Seaworthy Trim

215
216 Charterers shall leave the Vessel in seaworthy trim and with cargo on board safely stowed to
217 Master's satisfaction but always under his supervision and ultimate responsibility between
218 loading berths/ports and between discharging berths/ports, respectively; any expenses resulting
219 therefrom shall be for Charterers' account and any time used shall count.
220

221 15. Shifting

222
223 Shifting time in every voyage from anchorage place to loading or discharging berth and from
224 first opening and last closing of the vessel's hatch cover, is not to count even if vessel is already
225 on demurrage.
226

227 The time required for shifting from waiting point to loading berth shall not count as laytime used
228 even if the vessel has been ordered by the Port Authorities to wait for the berth or if the vessel
229 or if the vessel is already on demurrage.
230

231 Shifting alongside berth or warping alongside berth, if any, to be for Owners' account but time to
232 count provided can be performed by vessel's crew. If additional tugs required then time/expense
233 to be for Charterers account.
234

235 16. Lighterage

236
237 Should the performing vessel on account of its draught be unable to enter the discharging berth
238 or port and therefore require lightening the costs of lightening to an acceptable draught shall be
239 for the Owners' account. Time occupied in proceeding from the lightening place to the
240 discharging berth or port shall not count as laytime or time on demurrage.
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242 17. Agents

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244 The Vessel shall be consigned to Charterers agents at port(s) of loading, and to Charterers
245 agents at port(s) of discharge.
246

“HIDROCANVOY”**247 18. Extra Insurance on Cargo**

248
249 Any extra insurance on cargo, incurred owing to Vessel's age, class, flag, or ownership to be for
250 Owners' account up to a maximum of and may be deducted from the
251 freight in the Charterers' option. The Charterers shall furnish evidence of payment supporting
252 such deduction.
253

254 19. Stevedore Damage

255
256 Any damages caused by stevedores shall be settled directly between the Owners and the
257 stevedores.
258
259 Charterer not answerable for any negligence, default, or error of trimmers or stevedores
260 employed for loading or discharging the cargo.
261

262 20. Deviation

263
264 Should the performing Vessel deviate to save or attempt to save life or property at sea only the
265 said deviation shall not be deemed to be an infringement or breach of this Charter Party, and
266 the Owners shall not be liable for any loss or damage resulting therefrom provided, however,
267 that if the deviation is for the purpose of loading or unloading cargo or passengers, it shall be
268 regarded as unjustifiable.
269

270 21. Lien and Cesser

271
272 The Charterers' liability under this Charter Party shall cease on each cargo being shipped,
273 except for payment of freight, deadfreight and demurrage, and except for all other matters
274 provided for in this Charter Party where the Charterers' responsibility is specified. The Owners
275 shall have a lien only on such cargo belonging to the Charterers for freight, deadfreight,
276 demurrage and general average contribution due to them under this Charter Party.
277

278 22. Bills of Lading

279
280 The bills of lading shall be prepared in accordance with the dock or railway weight and shall be
281 endorsed by the Master, agent or Owners, freight and all conditions as per this Charter dated
282 , such bills of lading to be signed at the Charterers' or shippers' office
283 within twenty four hours after the Vessel is loaded. The Master shall sign a certificate stating
284 that the weight of the cargo loaded is in accordance with railway weight certificate.
285

“HIDROCANVOY”**286 23. Grab Discharge**

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288 No cargo shall be loaded in any cargo compartment inaccessible to reach by grabs.
289
290

291 24. Protective clauses

292
293 This Charter Party is subject to the following clauses all of which are also to be included in all
294 Bills of Lading issued hereunder:
295

296 (a) "CLAUSE PARAMOUNT: This bill of lading shall have effect subject to the provisions of the
297 Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague-Visby
298 Rules, or the Hamburg Rules, as applicable, or such other similar national legislation as may
299 mandatory apply by virtue of origin or destination of the Bills of Lading, which shall be deemed
300 to be incorporated herein and nothing herein contained shall be deemed a surrender by the
301 carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities
302 under said applicable Act. If any term of this bill of lading be repugnant to said applicable Act to
303 any extent, such term shall be void to that extent, but no further."
304 and
305

306 (b) "NEW BOTH-TO-BLAME COLLISION CLAUSE: If the ship comes into collision with another
307 ship as a result of the negligence of the other ship and any act, neglect or default of the master,
308 mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,
309 the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to
310 the other or non-carrying ship or her owners in so far as such loss or liability represents loss of,
311 or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the
312 other or non-carrying ship or her owners to the owners of said goods and set off, recouped or
313 recovered by the other or non-carrying ship or her owners as part of their claim against the
314 carrying ship or carrier.
315

316 The foregoing provisions shall also apply where the owners, operators or those in charge of any
317 ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in
318 respect to a collision or contact".
319 and
320

321 (c) "NEW JASON CLAUSE: In the event of accident, danger, damage or disaster before or after
322 commencement of the voyage, resulting from any cause whatsoever, whether due to
323 negligence or not, for which, or for the consequences of which, the carrier is not responsible, by
324 statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall
325 contribute with the carrier in general average to the payment of any sacrifices, losses or
326 expenses of a general average nature that may be made or incurred, and shall pay salvage and
327 special charges incurred in respect of the goods.
328

329 If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such
330 salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem
331 sufficient to cover the estimated contribution of the goods, and any salvage and special charges

“HIDROCANVOY”

thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery".

and

(d) "PROTECTION AND INDEMNITY BUNKERING CLAUSE: The Vessel in addition to all other liberties shall have liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and/or customary route or routes to the ports of loading or discharge named in this Charter and there take oil bunkers in any quantity in the discretion of the Owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage". Owners guarantee that performing vessel is fully covered by a P&I Club member of the International Group P&I Club.

25. Ice Clause**Loading Port**

(a) If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter Party shall be null and void, provided that the Charterers have received prior notice and they have not within 48 hours ordered the ship to an alternative port.

(b) If during loading, the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has the liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for the Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at the Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charter Party.

(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port after receiving at least 48 hours prior notice to that effect.

Voyage and Discharging Port

(d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/Receivers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers/Receivers of impossibility of reaching port of destination.

(e) If during discharging, the Master, for fear of the Vessel being frozen in, deems it advisable to

“HIDROCANVOY”

leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by the Charterers/Receivers as soon as possible, but not later than 48 running hours, Sundays and holidays excluded, of receipt of the Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.

(f) On delivery of the cargo at such port, all conditions of this Charter as may be incorporated in the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles the freight on the cargo delivered at that port to be increased in proportion.

26. General Average

General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1994, or any subsequent modification thereof in LONDON and settled in **XXX** currency.

27. War Risks

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

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

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

“HIDROCANVOY”

at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of the freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the Vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid for as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or cargo owners.

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

If by reason of or in compliance with any such directions or recommendations the Vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the Vessel may proceed but with 48 hours prior notice to the Charterers to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment provided that Charterers have not ordered the vessel to an alternative port within 48 hours of receiving the notice and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the Vessel may have been ordered pursuant to the terms of the Bill of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or cargo owners.

28. Dues and/or Taxes**29. Transfer**

The Charterers shall have the right to assign part or whole of the Charter Party to others, guaranteeing to the Owners due fulfilment of this Charter Party, unless the Owners have agreed to such assignment and have accepted the assignee.

“HIDROCANVOY”463 **30. Address Commission**

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465 An address commission of on gross freight, deadfreight, and demurrage is due
466 to the Charterers at the time these are paid, Vessel lost or not lost. The Charterers shall have
467 the right to deduct such commissions from such payments.
468

469 **31. Brokerage Commission**

470
471 A brokerage commission of on gross freight, deadfreight and demurrage is payable by
472 the Owners to at the time of the Owners receiving these
473 payments.
474

475 **32. Arbitration**

476
477 All disputes arising out of this contract shall be arbitrated in LONDON in accordance with the
478 G.M.A.A. Rules of arbitration. Any dispute arising hereunder shall be governed by equitable
479 principles (ex aequo et bono).- (see clause 64)
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485 FOR OWNERS

FOR CHARTERERS

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