

**Code Name: Norgrain**

RECOMMENDED BY  
 NORTH AMERICAN EXPORT GRAIN ASSOCIATION  
 THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE  
 CHAMBER OF SHIPPING OF THE UNITED KINGDOM  
 THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIPBROKERS AND AGENTS

AMENDED 1/7/74

**NORTH AMERICAN GRAIN CHARTER PARTY 1973**

ISSUED BY THE ASSOCIATION OF SHIPBROKERS AND AGENTS (U.S.A.) INC.

**ADMI - Up River / Ecuador - Up River / West Coast Colombia Terms**

Geneva,

<b>Owners</b>	IT IS THIS DAY MUTUALLY AGREED, between ....., .....	1
Owners		2
Disponent Owners	- of the S.S./M.V. Tween Decker ..... Call Sign	3
Time-chartered Owners		4
Chartered Owners		5
<b>Description of Vessel</b>	Built See Clause 69 .... at .... of .... tons of 2,240 lbs. deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of .... cubic feet (including .... cubic feet in self bleeding wing spaces)	6 7 8
<b>Classification (Itinerary)</b>	Classed <i>highest 100 + A1</i> .... in <i>Lloyd's Register or equivalent</i> .... now	9 10 11 12
<b>Charterers</b>	and ..... of ..... as Charterers	13
<b>Loading Port(s)</b>	1.--That the said vessel, being tight, staunch and strong and in every way fit for the voyage, shall with all convenient speed proceed to one (1) safe port Up River Parana, not above but including San Lorenzo, Timbues, Quebracho, Terminal 6 (North & South) and Vicentin Terminal, excluding Villa Constitucion - port in Charterers' option; At loading port in River Parana, vessel to be always afloat or safely aground at such places where it is customary for vessels of similar size to lie safely aground. At load range, Owners to satisfy themselves regarding Up River draft; prevailing river/bar draft to be at Owners' risk; .... and there load at one to two (1-2)....safe loading berth(s) and/or safe anchorages in Charterers' option,	14 15 16

<b>Description of Cargo</b>	always afloat; a full and complete*/part* cargo in bulk of  SBM - average stow factor about 54'/mt	17 18 19 20 21 22
	at Charterers' option 35,000 metric..... tons of 2,240 lbs.*/1,000 kilos.* .....10% more or less, quantity at Owners' option, <i>to be discharged as follows:</i> <i>Guayaquil - maximum 27,142 mt 10% less in Owners' option</i> <i>Buenaventura - balance of cargo</i> <i>Separation(s) between parcels to be for Charterers' time and account as per Norgrain Clause 14.</i>	
<b>Notice and Loading Port Orders</b>	2.--Owners are to give Charterers (or their Agents) (telegraphic address "...." telex number:....) <del>15 and 7 7/5/4/2/1 days'</del> notice of vessel's expected readiness to load date, and approximate quantity of cargo required with the 15 days' notice, such quantity to be based on a cargo of Heavy Grain, unless the cargo composition has been declared or indicated. The Charterers are to be kept continuously advised by telegram/telex of any alteration in vessel's readiness to load date. Master to apply to .... (telegraphic address "....") for first or sole loading port orders 144 hours before vessel's expected readiness to load date but not sooner than 144 hours before the laydays in Clause 4 and Charterers or their Agents are to give orders for first or sole loading port within 72 hours of receipt of Master's application, unless given earlier.  Orders for second port of loading, if used, to be given to the Master not later than.....  Master is to give Charterers (or their Agents) 72 and 12 hours- 7/5/4/2/1 days' notice of vessel's estimated time of arrival at first or sole loading port together with vessel's estimated readiness to load date.	23 24 25 26 27 28 29 30 31 32 33
<b>Vessel Inspection</b>	3.--Vessel to load under inspection of National Cargo Bureau, Inc. in U.S.A. ports or of the Port Warden in Canadian ports. Vessel also to load under inspection of a Grain Inspector licensed/authorised by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act and/or of a Grain Inspector employed by the Canada Department of Agriculture, as required by the appropriate authorities.  If vessel loads at other than U.S. or Canadian ports, she is to load under inspection of such national and/or regulatory bodies as may be required.	34 35 36 37
	Vessel is to comply with the rules of such authorities, and shall load cargo not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel, Furniture and Water. Cost of such inspections shall be borne by Owners.	38 39
<b>Laydays/Cancelling</b>	4.--Laytime for loading, if required by Charterers, not to commence before 0800 on the day of  49 Should the vessel's notice of readiness not be tendered and accepted as per Clause 17 before 1200 on the day of 49 , the Charterers or their Agents shall at any time thereafter, but not later than one hour after the notice of readiness is tendered, have the option of cancelling this Charterparty.	40 41 42 43 44

<b>Destination</b>	5.--On being so loaded, the vessel shall proceed to <i>Guayaquil, Ecuador and Buenaventura, Columbia where NAABSA</i> ..... as ordered by Charterers/Receivers*, and deliver the cargo, according to Bills of Lading at <i>one to two (1-2).... safe discharging berths each port</i> in Charterers' option, vessel being always afloat, <del>on being*/having been*</del> paid freight as per Clauses 8 and 9.	45 46 47 48 49
<b>Discharging Port Orders.</b>	Master to apply by radio to Charterers'/Receivers' Agents (telegraphic address"....") for first or sole discharging port orders 96 hours before vessel is due off/at* <i>discharging range.....</i> and Charterers/Receivers' Agents are to give first or sole discharging port orders by wireless within 48 hours of receipt of Master's application unless given earlier. If Master's application is received on a Saturday, the time allowed to Charterers/Receivers' (or their Agents) shall be 52 hours instead of 48 hours.  <del>Orders for second and/or third port(s) of discharge are to be given to the Master not later than arrival at first or subsequent port.</del>	50 51 52 53 54
	Master to radio Charterers/Receivers* (or their Agents) <i>10/7/5/4/2/1 days' 72 and 24 hours</i> notice of vessel's estimated time of arrival at first or sole discharging port. Charterers/Receivers* (or their Agents) are to be kept continuously advised by radio/telegram/telex of any alterations in such estimated time of arrival.	55 56
<b>Bills of Lading</b>	6.--The Master is to sign Bills of Lading as presented <i>based on shore/elevator figures on the North American Grain Bill of Lading form</i> without prejudice to the terms, conditions and exceptions of this Charterparty. If the Master elects to delegate the signing of Bills of Lading to his Agents he shall give them such power of attorney in writing, <i>on Agents' standard form of authorization</i> , copy of which is to be furnished to Charterers.	57 58 59
<b>Rotation of Ports</b>	7.-- <del>Rotation of loading ports is to be in Owners'*/Charterers'* option.</del> - <del>Rotation of discharging ports is to be in Owners'*/Charterers'* option, but if more than two (2) ports of discharge are used rotation is to be geographic.....</del> - to.....	60 61 62 63 64
<b>Freight</b>	8.--Freight to be paid as follows ( <i>basis free in and out, spout trimmed</i> ): ..... per metric ton of 2,240 lbs./1,000 Kilos*. Charterers have the option of ordering the vessel to load at..... - in which case the rate of freight to be..... per ton of 2,240 lbs./1,000 kilos.* Charterers/Receivers have the option of ordering the vessel to discharge at..... in which case the rate of freight to be ..... per ton of 2,240 lbs./1,000 kilos*. If more than one port of loading and/or discharging is used, the rate of freight shall be increased by ..... per ton of 2,240 lbs./1,000 kilos* for each additional loading and/or discharging port on the entire cargo.	65 66 67 68 69 70 71 72 73 74 75 76

<b>Freight Payment</b>	9.-- (a) If vessel discharges in the United Kingdom including Northern Ireland, freight shall be payable by Receivers*/Charterers* concurrently with discharge on out-turn weight, to Owners or their designated Agents at ..... in ..... currency.	77 78 79
	(b) For all other destinations, freight shall be fully 95% prepaid on surrender of signed Bills of Lading in New York (see Clause 66) in United States..... currency to Owners' account to be advised)	80 81
	on Bill of Lading weight, discountless, not returnable, vessel and/or cargo lost or not lost. Freight shall be deemed earned as cargo is loaded on board.	82
	Once the Bills of Lading have been signed, and Charterers call for surrender of Original Bills of Lading against freight received payment above, it will be incumbent upon Owners or their Agents to comply immediately with such call for surrender during office hours, Mondays to Fridays inclusive.	83 84
	(c).....	85 86 87
<b>Cost of Loading and Discharging</b>	10.-- (a)* Cargo is to be loaded, stowed, and spout trimmed (to Master's satisfaction in respect of seaworthiness) free of expense to the vessel. Any additional trimming required over and above spout trimming to be at Owners' time, risk and expense.	88
	Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	89
	(b)* Cargo is to be loaded, stowed and trimmed at Owners' expense.	90
	Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	91
<b>Stevedores at Loading Port(s) and Discharging Port(s)</b>	11.-- Stevedores at loading Port(s) are to be appointed by Charterers*/Owners* and paid by Charterers.*/Owners.*	92 93
	If stevedores are appointed by Owners, they are to be approved by Charterers at loading port(s), and such approval is not to be unreasonably withheld. Stevedores at discharging port(s) are to be appointed and paid for by Charterers/Receivers*.	94 95
	In all cases, stevedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master.	96
<b>Bulk Carrier and Wing Spaces</b>	12.-- (a) The vessel is warranted to be a self-trimming bulk carrier.*/non-self-trimming bulk carrier.*	97 98
	(b) Cargo may be loaded into wing spaces if the cargo can bleed into centreholds. Wing spaces are to be spout trimmed; any further trimming in wing spaces and any additional expenses in discharging are to be for Owners' account, and additional time so used is not to count as laytime or time on demurrage.	99 100
<b>Overtime</b>	13.-- (a) Expenses	101
	(i) All overtime expenses at loading and discharging port(s) shall be for account of the party ordering same.	102
	(ii) If overtime is ordered by port authorities or the party controlling the loading and/or discharging terminal or facility all overtime expenses are to be equally shared between the Owners and for Charterers' account. */Receivers.*	103 104 105
	(iii) Overtime expenses for vessel's officers and crew shall always be for Owners' account.	106
	(b) Time Counting	107
	If overtime be worked during excepted periods ordered by Owners the actual time used shall count.	108
	If overtime be worked during excepted periods ordered by Charterers/Receivers* the actual time used shall not count.	109

If overtime be worked during excepted periods ordered by port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall <i>not</i> count.	110
(c) SHINC (Sundays and Holidays Included)	111
Section (b) shall not apply if SHINC has been agreed.	112
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<b>Separations</b>	
14.--Cost of cargo separations, including labour used for laying same, to be for Charterers' account unless required by Owners, in which case all resultant expenses shall be borne by the Owners. Separations ordered by Charterers shall be made to Master's satisfaction (but not exceeding the requirements of the competent authorities). <i>See also Clause 56.</i>	114
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<b>Securing (delete a or b)</b>	
15.-- (a) For Owners' account	117
Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Owners, and time so used not to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Owners' expense. and time actually lost is not to count. <i>See also Clause 48.</i>	118
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(b) For Charterers' account	121
Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Charterers, and time so used to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Charterers/Receivers'* expense.	122
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<b>Opening/Closing</b>	
16.-- (a)* At each loading and discharging port, cost of first opening and last closing of hatches and removal and replacing of beams, if any, shall be for Owners' account. Cost of all other opening and closing of hatches, removal and replacing of beams shall be for Charterers'/Receivers'* account.	124
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<b>Hatches</b>	
(b)* At each loading and discharging port, cost of all opening and closing of hatches and removal and replacing of beams, if any, <i>to be done by vessel's crew and</i> shall be for Owners'*/Charterers'/Receivers'* account, <i>provided local regulations permit, otherwise to be for Charterers' account.</i>	126
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<b>Time Counting</b>	
17.-- (a) Notice of Readiness and Commencement of Laytime	129
Notification of vessel's readiness to load and/or discharge at the first or sole loading and/or discharging port, shall be delivered in writing at the office of Charterers/ Receivers (or their Agents) between the hours of 0900 to 1700 1600 on all days except Sundays and holidays, and between the hours of 0900 to 1200 ( <i>1100 for Brazil only</i> ) on Saturdays. Charterers ( <i>or their Agents</i> ) /Receivers shall not be required to accept notice of readiness to load or discharge on Saturdays after 1200 or on Sundays or holidays. Such notice of readiness shall be delivered when vessel is in the loading or discharging berth and is in all respects ready to load/discharge, including Free Pratique where applicable. If the loading and/or discharging berth is unavailable, Master may tender vessel's notice of readiness from a lay berth or anchorage within the commercial limits of the port subject to the provisions of Clause 17 paragraph (b).	130
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Following receipt of notice of readiness to load or discharge as above, laytime will commence at 0800 on the next day, <i>Saturdays, Sundays and holidays excepted (for Saturdays see Clause 18 (e)).</i> If SHINC agreed, the exception of <i>Saturdays, Sundays and holidays (as well as the possible exception of Saturdays under Clause 18 (e))</i> shall not apply. <i>At loading and discharging, Time actually used before commencement of laytime shall not count.</i>	
(b) Waiting for Berth - <i>See also Clause 75</i>	139
If the vessel is prevented from entering the commercial limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay berth or anchorage is not available, or on the order of the Charterers/Receivers or any competent official body or authority, and the Master warrants that the vessel is physically	140
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ready in all respects to load or discharge, the time spent waiting at a usual waiting place outside the commercial limits of the port or off the port shall count against laytime. Such laytime shall count from vessel's arrival at such usual waiting place <i>whether in free pratique or not, whether Customs cleared or not</i> , and will continue to run as per clause 18 until any of the aforesaid conditions cease to be operative and vessel is so notified by Charterers/Receivers or their Agents or any competent authority. If after entering the commercial limits of the loading port, vessel fails to pass inspections as per clause 17 (d) and requires more than four hours SHINC to pass such inspections from the time of initial failure to pass; the time spent waiting outside the commercial limits of the port as per lines 143-144 shall not count and the provisions of lines 153-154 are not to apply; but, if said vessel passes inspections within said four hours, any delay in commencing loading directly attributable to its failure to pass initial inspections shall not count as laytime or time on demurrage.	142 143 144 145 146 147 148 149 150 151 152 153 154
Time so used is to be added to laytime (or time on demurrage) used for loading/discharging the entire cargo if Clause 18(b) and 18(c) apply and is to be added to laytime (or time on demurrage) used for loading and discharging the entire cargo if reversible laydays apply or if Clause 18(a) applies.	149 150
Once the vessel has reached a place within the commercial limits of the port, notice of readiness is to be tendered in accordance with the provision of lines 130 to 135 and laytime is to begin to count in accordance with lines 136 to 137.	151 152
At first or sole loading port the cancelling date shall be extended by the number of running days SHINC rounded to the nearest day spent waiting outside the commercial limits of the port for berth (in accordance with the provisions of lines 140 to 144).	153 154
 (c) Subsequent Port(s)	155
At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from six (6) hours after vessel's arrival in loading or discharging berth if available or six (6) hours after from vessel's arrival within the commercial limits of the port if berth is unavailable, otherwise the provisions of Clause 17 paragraph (b) shall apply.	156 157 158
 (d) Inspection	159
At the loading port(s), Master's notice of readiness shall be accompanied by pass of the National Cargo Bureau/Port Warden and Grain Inspector's certificate of vessel's readiness in all compartments to be loaded, for the entire cargo covered by this Charterparty as per Clause 3. In the event that vessel loads in subsequent port(s) and is required to re-pass inspections in these ports, any time lost thereat in securing the required certificate shall not count as laytime or time on demurrage.	160 161 162
 <b>Laytime</b>	
18.-- (a) Vessel is to be loaded and discharged within ..... working days of twenty-four (24) consecutive hours each (weather permitting), Sundays and Holidays included (SHINC).*/excepted (SHEX).*	163 164 165
(b) Vessel is to be loaded within <i>at the average rate of 7,500 metric tons per weather</i> ..... working days of twenty-four (24) consecutive hours each (weather permitting), Saturdays from noon (1200 hours), Sundays and Holidays included (SHINC).*/excepted (SatpmSHEX).* See Clause 75.	166 167 168
(c) Vessel is to be discharged at the average rate of 4,000 (Guayaquil) / 5,000 (Buenaventura) metric..... tons of 2,240 lbs.*/1,000 kilos.* per weather working day of twenty-four (24) consecutive hours (weather permitting), Sundays and Holidays included (SHINC)*/excepted (SHEX)* on the basis of the Bill of Lading weight.	169 170 171 172
(d) Laydays shall be reversible*/non-reversible* between loading and discharging ports, reversible between discharging ports.	173 174
(e) Notwithstanding any custom of the port to the contrary, Saturdays shall not count as laytime at loading and discharging port or ports where stevedoring labour and/or grain handling facilities are unavailable on Saturdays or available only at overtime and/or premium rates.	175 176

In ports where only part of Saturdays is affected by such conditions, as described above, laytime shall count until the expiration of the last straight time period. Where six or more hours of work are performed at normal rates, Saturday shall count as a full lay day.	177 178	
(f) In the event that the vessel is waiting for loading or discharging berth, no laytime is to be deducted during such period for reasons of weather unless the vessel occupying the loading or discharging berth in question is actually prevented from working grain due to weather conditions in which case time so lost is not to count.	179 180	
<b>Demurrage/Despatch Money</b>	19.--Demurrage at loading and/or discharging ports, if incurred, to be paid at the rate of ..... per day or pro rata for part of a day and shall be paid by Charterers in respect of loading port(s) and by Charterers/Receivers* in respect of discharging port(s). Despatch money to be paid by Owners at half the demurrage rate for all laytime saved at loading and/or discharging ports. Any time lost for which Charterers/Receivers are responsible, which is not excepted under this Charterparty, shall count as laytime, until same has expired, thence time on demurrage.	181 182 183 184 185
<b>Shifting</b>	<p>20.-- (a) Shifting expenses and time            (i) Cost of shifting between loading berths/<i>anchorages</i> and cost of shifting between discharging berths/<i>anchorages</i>, <del>including bunker fuel used, to be for Owners*/Charterers'/Receivers*</del> account, time counting. <i>Bunker fuel used to be for Owners' account. Time used in shifting to count as laytime.</i>            (ii) If vessel is required to shift from one loading or discharging berth to a lay berth or anchorage due to subsequent loading or discharging berth(s) not being available, all such shifting expenses, as defined above shall be for <del>Owners*/Charterers'/Receivers*</del> account, time counting.            (iii) Cost of shifting from lay berth or anchorage to first loading or first discharging berth to be for Owners' account, <i>time used not to count as laytime even if vessel is on demurrage.</i>            (b) Shifting in and out of the same berth            If vessel is required by Charterers/Receivers* (or their Agents) to shift out of the loading berth or the discharging berth and back to the same berth, one berth shall be deemed to have been used but shifting expenses from and back to the loading or discharging berth so incurred shall be for Charterers'/Receivers* account and laytime or time on demurrage shall count.</p>	186 187 188 189 190 191 192 193 194 195 196 197
<b>Gear and Lights</b>	<p>21.--This clause shall not apply if vessel is gearless, or Chartered as such. If required, Master to give free use of vessel's cranes*/winches/* and power to drive the gear, runners, ropes and slings as on board, and <del>erane drivers*/winchmen* from the crew. If shore regulations do not permit the crew to work eranes*/winches* then shore crane drivers*/winchmen* if used, to be for Owners*/Charterers* account at loading port(s) and Owners*/Receivers'/Charterers* account at discharging port(s). Time lost on account of breakdowns of vessel's gear essential to the loading or discharging of this cargo is not to count as laytime or time on demurrage, and if this Charterparty calls for Charterers/Receivers* to pay for cost of loading or discharging any stevedore standby time charges incurred thereby shall be for Owners' account.</del>            If required, Master shall give free use of the vessel's lighting as on board for night work.</p>	198 199 200 201 202 203 204 205 206
<b>Seaworthy Trim</b>	<p>22.--If ordered to be loaded or discharged at two or more <i>berths/anchorages ports</i>, the vessel is to be left in seaworthy trim to Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea Convention as applied in the country in which such <i>berths/anchorages ports</i> are situated) for the passage between <i>berths/anchorages ports</i> at Charterers' expense at loading and at Charterers'/Receivers* expense at discharging ports, and time used for placing vessel in seaworthy trim shall count as laytime or time on demurrage.</p>	207 208 209

<b>Draft/Lighterage</b>	23.--Owners warrant that vessel's deepest salt water draft shall not exceed ..... feet - inches on completion of loading and ..... feet ..... inches on arrival at first or sole discharging port. Should the vessel be ordered to discharge at a place to which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, laytime is to count as per Clause 17 at a safe anchorage for similar vessels bound for such a place and any lighterage expenses incurred to enable her to reach the place of discharge is to be at the expense and risk of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the discharging berth is not to count as laytime or time on demurrage. Unless loading and/or discharging ports are named in this Charterparty, the responsibility for providing safe berths and/or safe ports of loading and/or discharging lies with the Charterers/Receivers* provided Owners have complied with the maximum arrival draft limitations in Lines 210 to 211.	210 211 212 213 214 215 216 217
<b>Car Decks, etc</b>	24.-- It is understood that if this vessel is fitted with car decks, container fittings and/or any other special fittings not connected with the carriage of grain in bulk, any extra expenses incurred in loading and/or discharging as a result of the presence of such car decks, container fittings and/or special fittings are to be for Owners' account. Time so lost shall not count as laytime or time on demurrage.	218 219 220
<b>Dues at German Ports</b>	25.--Quay/Weight or Tonnage dues in Germany shall be for Charterers'/Receivers'* account.	221
<b>St.Lawrence Seaway Tolls.</b>	26.--All St. Lawrence Seaway and/or Welland Canal tolls on vessel and/or cargo assessed by Canadian and United States Authorities are to be paid and borne by Owners.	222 223
<b>Water Pollution Clause</b>	27.--Owners warrant to have secured and to carry aboard the vessel a U.S. Federal Maritime Commission Certificate of Financial Responsibility as required under the U.S. Water Quality Improvement Act of 1970. In addition, owners agree to comply with any and all Official Regulations pertaining to water pollution as applicable. Any time lost on account of vessel's non-compliance with Government and/or State and/or Provincial regulations pertaining to water pollution shall not count as laytime or time on demurrage.	224 225 226 227
<b>Agents</b>	28.--Owners*/Charterers* are to appoint agents <i>as nominated by Charterers</i> at loading port(s) and Owners*/Charterers* are to appoint agents at discharging port(s). <i>See Clause 62.</i> In all instances, agency fees shall be for Owners' account but are not to exceed customary applicable fees.	228 229 230
<b>Strikes, Stoppages, etc</b>	29.--If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways or in the Docks or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions, or of a Strike or Lock-out of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a Strike or	231 232 233 234

Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo or Owners of the vessel. For the purpose, however, of settling despatch rebate accounts, any time lost by the vessel through any of the above causes shall be counted as time used in loading, or discharging, as the case may be.	235 236 237 238
<b>Ice</b>	
30.-- Loading Port	239
(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.	240 241 242
(b) If during loading, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charterparty to be forwarded to destination at 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 Charterparty.	243 244 245 246
(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 Charterparty null and void unless the Charterers agree to load full cargo at the open port.	247 248 249
Voyage and Discharging Port	250
(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.	251 252 253 254
(e) If during discharging, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers/Receivers* as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	255 256 257
(f) On delivery of the cargo at such port, all conditions of 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.	258 259 260
(g) Spring - This Ice Clause (a) to (f) not to apply in the Spring.	261
<b>Extra Insurance</b>	262
31.--Any extra insurance on cargo incurred owing to vessel's age, class, flag or ownership to be for Owners account up to a maximum of..... and may be deducted from the freight, in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction.	263
<b>P. &amp; I. Bunker Clause</b>	264
32.--The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charterparty and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.	265 266 267

<b>Deviation</b>	33.--Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this Charterparty and the owner shall not be liable for any loss or damage resulting therefrom; provided, however, that if the deviation is for the purpose of loading or unloading cargo or passengers it shall, <i>prima facie</i> , be regarded as unreasonable. <i>Vessel not to deviate from contractual route for bunker purposes without Charterers' permission which is not to be unreasonably withheld.</i>	268 269 270 271
<b>Lien and Cesser Clause</b>	34.--The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charterparty. Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage at loading, and except for all other matters provided for in this Charterparty where the Charterers' responsibility is specified.	271 272 273
<b>Exceptions</b>	35.--Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the ship seaworthy and to have her properly manned, equipped and supplied and neither the vessel nor the Master or Owners shall be or shall be held liable for any loss of or damage or delay to the cargo for causes excepted by the U S. Carriage of Goods by Sea Act, 1936 or the Canadian Water Carriage of Goods Act, 1936. And neither the vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charterparty expressly provided, be responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting from:--Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process, provided bond is promptly furnished to release the vessel or cargo; floods; fires; blockades; riots; insurrections; Civil Commotions; earthquakes; explosions. No exception afforded the Charterers or Receivers under this clause shall relieve the Charterers or Receivers of or diminish their obligations for payment of any sums due to the Owners under provisions of this Charterparty. <i>If the cargo is the property of the Charterers, the Owners shall have the same responsibility as they would have under this clause had the cargo been the property of a third party and carried under Bill of Lading incorporating the Hague Rules.</i>	274 275 276 277 278 279 280 281
<b>U.S.A. Clause Paramount</b>	36.--If the vessel loads in the U.S.A. the U.S.A. Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: <del>"This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further."</del>	282 283 284 285 286
<b>Canadian Clause Paramount</b>	37.--If the vessel loads in Canada the Canadian Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: <del>"This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Water Carriage of Goods Act 1936, enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities, or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further."</del>	287 288 289 290 291
<b>Both-to-Blame Collision Clause</b>	38.--If the liability for any collision in which the vessel is involved while performing this Charterparty falls to be determined in accordance with the laws of the United States of America, the following clause shall apply: "If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods and set off, recouped or recovered by the	292 293 294 295 296 297

	other or non-carrying vessel or her owners as part of their claim against the carrying vessel or carrier.	298
	The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact."	299
	The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	300
<b>General Average/ New Jason</b>	39.--General Average shall be payable according to the York/Antwerp Rules <i>as amended 1994 +1974</i> and shall be settled in <i>New York.....</i> Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. "If a salving vessel is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery." The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	302 303 304 305 306 307 308 309 310 311
<b>War Risks</b>	40.--1. No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the vessel has been ordered to discharge, either on signing Bills of Lading or thereafter, be one to which the vessel is or shall be prohibited from going by the Government of the Nation under whose flag the vessel sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the vessel had discharged at the port or ports of discharge to which she was originally ordered. 2. The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government, or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the vessel, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.	312 313 314 315 316 317 318 319 320 321 322
<b>Address Commission</b>	41.--An address commission of .....% on gross freight, deadfreight and demurrage is due to Charterers at time freight and/or demurrage is paid, vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.	323 324
<b>Brokerage Commission</b>	42.--A brokerage commission of .....% on gross freight, deadfreight, and demurrage is payable by Owners to at time of receiving freight payment and/or demurrage payment(s), vessel lost or not lost.	325 326 327
<b>Assignment</b>	43.--Charterers have the privilege of transferring/assigning/reletting all or part of this Charterparty to others (guaranteeing to the Owners the due fulfilment of this Charterparty).	328 329

<b>Arbitration:</b>	44.-- (a) New York. All disputes arising out of this contract shall be arbitrated at New York in the following manner, and be subject to U.S. Law:	330
	One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and <i>binding on the parties and judgment upon such arbitration award may be entered in the federal District Court for the Southern District of New York.</i>	331
	<del>for the purpose of enforcing any award, this agreement may be made a rule of the court.</del> The Arbitrators shall be commercial persons conversant with shipping matters and experienced in chartering and/or vessel operations men. Such Arbitration is to be conducted	332
	in accordance with the rules of the Society of Maritime Arbitrators, Inc. ( <i>SMA</i> ) of New York	333
	For disputes where the total amount claimed by either party does not exceed U.S. \$50,000.00 <del>3,500.00, or amount as mutually agreed,</del> the Arbitration <i>shall</i> may be conducted in accordance with the <i>Shortened Simplified Arbitration Procedure</i> of the Society of Maritime Arbitrators Inc. <del>if so desired by both parties.</del>	334
	(b) London. All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitra- ment of two Arbitrators carrying on business in London who shall be Members of the Baltic Mercantile & Shipping Exchange and engaged in the Shipping and/or Grain Trades, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any disputes arising under this Charter- party shall be governed by English Law.	335
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\* Delete as appropriate.

*Clauses 45 through 75, as attached, are deemed to be incorporated in this Charterparty.*

## **ADDITIONAL CLAUSES**

### **CLAUSE 45**

- a) The Master and crew to collaborate in all quay/pier movements necessary to accommodate shore loading/discharging equipment in the respective holds/spaces.  
Master/Owners to lend full cooperation in allowing smooth and simultaneous discharging of all products at (each) discharging port so long as this will not interfere with safety (trim/stress) of the vessel.
- b) Owners are allowed to bunker during loading/discharging operations provided Owners guarantee that this bunkering operation, and any damage to the cargo caused by this operation, to be borne by Owners.
- c) Time sheets or Statements of facts at loading and discharging port(s) to be signed by the Agents of the ship, by the Master and by the Charterers' Representative.
- d) A sailing notice is to be sent by the Master on vessel's leaving loading port giving ship's name, call letters, sailing date and port, exact quantity of the cargo loaded and ETA off discharging range.
- e) See Clause 75.
- f) After completion of loading, Charterers have the option to fumigate the cargo on board if required. Expenses for fumigation to be for Charterers' account. Time lost for fumigating to count as laytime. Owners warrant vessel is suitable for in-transit fumigation including re-circulation method.

### **CLAUSE 46**

Owners to be fully responsible for any costs, consequences, consequential damages and losses as a result of a detention of vessel by Port State Control.

### **CLAUSE 47**

In the event multiple Bills of Lading issued, Owners/vessel are responsible for delivering the total quantity loaded as if only one discharging port/Receiver was used. Owners/vessel are not to be responsible for exact distribution of cargo to each individual Receiver as per respective Bill of Lading or for ascertaining/ensuring exact quantities are discharged in individual ports should the cargo not be naturally separated by destination.

Clean Mates Receipts to be signed for each parcel of cargo when on board and Master to sign Bills of Lading in accordance therewith as requested by Charterers/Shippers or their Agents. Master to reject any cargo that would involve the clauising of Mates Receipts and/or Bills of Lading, same to be substantiated by attending FGIS/USDA or outside USA regulatory bodies who are constantly monitoring the grain loading.

Charterers may insert below words into Bills of Lading with a freight other than that agreed upon in the CP. In such case, Charterers indemnify the Owners against any freight tax or other liability whatsoever which may arise from the insertion of below words into the body (cargo description space) of the Bills of Lading.

"Freight sold to notify party US\$ XX.XX/mt - total freight (B/L mt quantity x (times) freight sold to notify party per mt, on same B/L) US dollars "

### **CLAUSE 48**

Separation(s) between parcels to be for Charterers' time and account as per Norgrain Clause 14.

It is understood that Owners/Master cannot call for a quantity of cargo in excess of that permitted under Charter Party terms nor in excess of the quantity that vessel is able to lift in compliance with any loading and/or discharging draft restrictions and/or any other Charter Party limitations.

Charterers have the option to load up to vessel's maximum deadweight cargo capacity/cubic but always subject to Master's approval.

Owners warrant that cargo to be loaded in clear, clean, unobstructed main holds only. No cargo to be loaded in wingtanks, deeptanks or any other inaccessible places. No bags for safe stowage, Owners warrant no bagging/ strapping/securing required.

Charterers have the option to change cargo as long as the overall intake on the vessel is not adversely affected. Any additional separation(s) required to be for Charterers' account.

**CLAUSE 49**

At loading and discharging ports, any taxes and/or dues on cargo to be for Charterers'/Receivers' account and on vessel and/or freight to be for Owners' account. Any taxes and/or dues calculated on cargo quantity but which are part of normal port charges are to be for Owners' account. Vessel's normal port charges to be for Owners' account irrespective of method of calculation.

Argentine Income Tax, if applicable on freight, to be for Owners' account.

**CLAUSE 50**

Warping, if required to facilitate loading and/or discharging operations, to be for Owners' account. Laytime used in warping to count.

**CLAUSE 51**

Owners guarantee that the vessel has not carried mammalian meat and bonemeal in the previous 12 months. Owners to provide sufficient documentary evidence, as proof, if required by Charterers/ Receivers.

**CLAUSE 52**

Owners warrant that this vessel has not traded to/from/with Cuba during the past 180 days, except under U.S.A. government license. Owners warrant that this vessel will not carry goods or passengers to or from Cuba and further warrant that this vessel is not owned, managed, controlled by or associated with any Cuban national.

**CLAUSE 53**

Owners herewith confirm that the vessel has not called at Russian Far East Ports ranging from Poyset to Olga Bay, including Vladivostock, Nakhodka and Vostochniy during the months of July through September and that there is no danger of the vessel being rejected entry and/or being delayed by the U.S./Canadian Authorities. However, if vessel has called Russian Far East ports as afore mentioned, vessel is to present Certification from the State Plant Quarantine Service of Russia stating that the vessel is free of Asian Gypsy Moth. In case certification is not provided and/or vessel is rejected by U.S./ Canadian Authorities, then Charterers have the option to either cancel the Charter Party or to instruct the vessel to clean and re-present with all time/expenses until the vessel is accepted being for Owners' account.

**CLAUSE 54**

Owners warrant that the vessel is entered and will remain fully covered for the duration of this Charter Party (for both Head Owners' and Disponent Owners' responsibilities/liabilities) by first class P & I Club(s) and first class Hull and Machinery Insurer(s), (please advise full style of each). Owners further warrant that all vessel's certificates required by national/international law are valid and will remain for the duration of this Charter Party.

**CLAUSE 55**

Cargo to be loaded, carried and discharged in accordance with U.S. Coast Guard and/or local regulations, also IMO regulations and Code of Safe Practice for Solid Bulk Cargoes.

**CLAUSE 56**

Vessel not to be responsible for any claims arising from admixture or contamination of cargo due to faulty or poorly laid separations placed by Charterers. Charterers hereby agree to defend any such claims on behalf of Owners and indemnify Owners against any/all claims, losses and/or expenses that may arise.

**CLAUSE 57**

Owners guarantee that the minimum terms and conditions of employment of the crew of the above vessel are now, or will be prior to presentation for loading, covered by an ITF agreement or a bona fide Trade Union agreement acceptable to the ITF and will remain so for the duration of this Charter Party.

**CLAUSE 58**

Owners warrant that they will not bareboat charter this vessel nor will there be any other such contract(s) involved up to and including the Head Owners.

**CLAUSE 59**

Vessel's performing speed under this Charter Party to be at Owners' discretion but Owners warrant minimum average speed will be about 12 knots, weather permitting.

**CLAUSE 60**

At discharging port, Charterers have the option to discharge cargo using vacuvator which will be placed on deck without removing hatch covers or cutting any deck/hatch covers-coamings/fittings, etc. but always subject to vessel's deck strength and class'/Master's satisfaction, Charterers making good to class'/Master's satisfaction. Any damages incurred at Charterers' time, risk and expense.

**CLAUSE 61**

Owners guarantee that the vessel at all times has on board valid deadweight and capacity plans including calibration and trim tables.

**CLAUSE 62**

Owners to appoint vessel's Agents as nominated by Charterers at loading and discharging ports for vessel's usual port matters including signing Bills of Lading. Such Agents to remain the servants of the Owners who are to pay customary agency fees.

**CLAUSE 63**

Any boycott of vessel due to vessel's flag/ex flag and/or class and/or ownership/ex ownership to be at Owners' time/risk/expense.

**CLAUSE 64**

Owners warrant that the vessel is, in all respects, eligible for trading to the ports, places, and/or countries specified in this Charter Party and that, at all necessary times, vessel and/or Owners shall have valid certificates, records, and other documents required for such trade.

**CLAUSE 65**

Owners warrant that the vessel is able to safely sail between loading and discharging berths/anchorages/ports with empty and/or slack holds as per vessel's approved grain loading booklet without requiring any bagging/strapping securing, vessel being left in seaworthy trim as per Clause 22 of Norgain 1973 Charter Party.

**CLAUSE 66**

Owners' Bankers:

.....

Freight shall be 95% prepaid, less Charterparty commissions, in New York within three (3) banking days after surrender of signed "clean on board", "freight payable as per c/p" Bills of Lading. Balance of freight to be paid on right and true delivery of cargo and on settlement of demurrage/despatch account at loading/discharging ports.

If required by Charterers, upon receipt of a telex by the Owners' bank (telex number to be advised) from Charterers' paying bank certifying that 100% freight has been irrevocably transferred, Owners undertake to make the necessary arrangements to effect signature and release of original Bills of Lading marked "freight prepaid" as soon as they are made available by the Charterers or their Agents.

### **CLAUSE 67 Deleted.**

### **CLAUSE 68**

From the date of coming into force of the International Safety Management (ISM) Code in relation to the vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.

Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.

### **CLAUSE 69**

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### **CLAUSE 70 Deleted.**

### **CLAUSE 71**

Owners/Managers guarantee that this vessel and/or any other under their ownership/management have not previously been entered with the Ocean Marine Mutual (OMM) P & I Club and/or that Owners have no outstanding obligations to this Club, including but not limited to any supplementary calls.

### **CLAUSE 72**

If ordered to load or discharge at two (2) or more berths, Charterers to leave the vessel in seaworthy trim between berths. If ordered to be discharged at two ports, Charterers to leave the vessel in seaworthy trim.

### **CLAUSE 73**

All negotiations and fixture to remain strictly private and confidential.

### **CLAUSE 74**

Bimco ISPS/MTSA Clause for Voyage Charter Parties 2005 to apply.

Bimco U.S. Customs Advance Notification Clause for Voyage Charter Parties to apply.

## **CLAUSE 75**

At Argentine loading port, time from noon (1200 hours) on Saturday, until 0800 hours on Monday or next working day, not to count, even if used. Also, time from 1700 hours on a day preceding a holiday until 0800 hours next working day, not to count, even if used.

Also at Argentine loading port, time from noon on Saturday until 8 a.m. next working day, also in Argentine ports non-working days as per Argentine Decree Law Nos. 7631 and 21329, excepted even if used.

Waiting for Berth River Plate:

Should the vessel be ordered to load Up River Plate and is unable to proceed Up River on account of congestion, the vessel shall be permitted to present N.O.R from the customary anchorage at Recalada or common zone or wherever vessel is stopped by the Port Authorities and laytime to commence as per Charter Party whether passed or not, whether custom cleared or not, whether in free pratique or not. Once the berth becomes available, the time shifting from waiting place to berth is not to count as laytime. Should vessel fail inspection, the time lost from said failure until vessel passes inspection is not to count as laytime or as time on demurrage.