

**Code Name: Nograin**

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 - Mississippi River / Gibraltar - Hamburg Terms**

Geneva,

<b>Owners</b> <i>(Note: Delete as appropriate)</i>	IT IS THIS DAY MUTUALLY AGREED, between ....., .....	1
	<i>vessel's description (See attached page)</i>	
Owners		2
Disponent Owners	- of the S.S./M.V. .... <b>Tween Decker</b> .... Call Sign	3
Time-chartered Owners		4
Chartered Owners		5
<b>Description of Vessel</b>	Built .... at .... of .... tons of 2,240 lbs. deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of .... cubic feet ( <i>including .... cubic feet in self bleeding wing spaces) in clear, clean and unobstructed main holds. No cargo to be loaded in wingtanks, deeptanks or any other inaccessible places. Cargo to be loaded into main holds only.</i>	6
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<b>Classification</b> <i>(Note: Insert vessel's Itinerary)</i>	Fully Classed +100 A1.... in <i>Lloyd's Register</i> .... now <i>Itinerary</i> : <i>Vessel's last four cargoes</i> <i>Vessel to be clean for grain on presentation</i>	9
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<b>Charterers</b>	and ..... of ..... or nominee 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 <i>convenient possible</i> speed proceed to <i>one or two safe.... berth(s)/place(s) and/or safe anchorage(s) as ordered by Charterers in the Mississippi River, not above but including Baton Rouge. Mississippi River bar draft to be at Owners' risk. Owners warrant vessel can sail under the Huey P. Long Bridge and there load at....safe loading berth(s) in Charterers' option,</i>	14
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<b>Description of Cargo</b>	always afloat, a full-and-complete*/part* cargo in bulk of ( <i>See Clause 64</i> )	17
	<i>Heavy Grain and/or Sorghums and/or Soyabeans</i>	18
	at Charterers' option ..... metric tons of 2,240 lbs.*/1,000 kilos.* .....% more or less, quantity at Owners' option.	19
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<b>Notice and Loading</b>	2.--Owners are to give Charterers (or their Agents) ( <i>insert 'preferred contact'</i> ) (telegraphic address "...."-telex number:....)	23
<b>Port Orders</b>	15 and 7 days' 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. ( <i>See Clause 63</i> )	24
	The Charterers are to be kept continuously advised by telegram/telex of any alteration in vessel's readiness to load date.	25
	Master to apply to <i>Charterers (insert 'preferred contact')</i> ..... (telegraphic address "....")	26
	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.	27
	Orders for second port of loading, if used, to be given to the Master not later than <i>vessel's completion of loading at first port</i> .....	28
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	Master is to give Charterers (or and their Agents) 72, 24 and 12 hours' notice of vessel's estimated time of arrival at first or sole loading port together with vessel's estimated readiness to load date.	30
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<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.	34
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	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 and/or an independent surveyor nominated by Charterers.	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. <b>Cost of such inspections shall be borne by Owners.</b>	38
		39
<b>Laydays/Cancelling</b>	4.--Laytime for loading, if required by Charterers, not to commence before 0800 on the day of 49	40
	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 valid notice of readiness is tendered, have the option of cancelling this Charterparty. <b>Vessel not to tender notice of readiness prior to laydays.</b>	41
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<b>Destination</b>	5.--On being so loaded, the vessel shall proceed with all possible speed to one or two safe port(s) in Charterers' option at..... <i>one or two safe berth(s)/place(s) and/or safe anchorage(s) at each port Gibraltar - Hamburg range, both ports inclusive, River Weser counting as one port. Owners warrant performing vessel able to trade to Ghent. Rotation of discharge ports to be South to North but within each country of discharge, rotation of discharging ports to be in Charterers'/Receivers' option as ordered by Charterers/Receivers*, and deliver the cargo, according to Bills of Lading at..... safe discharging berths in Charterers' option, vessel being always afloat, on being*/having been* paid freight as per Clauses 8 and 9. Vessel's service speed ... knots.</i>	45 46 47 48 49
<b>Discharging Port Orders. (See Clause 50)</b>	Master to apply by radio to Charterers'/Receivers'* Agents (telegraphic address" <i>(insert 'preferred contact')</i> ....") for first or sole discharging port orders 96 hours before vessel is due off/at*. <i>declared discharging range.... 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.</i>  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.  Master to radio Charterers/Receivers* ( <i>or and</i> their Agents) 72 and 24 hours 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.	50 51 52 53 54 55 56
<b>Bills of Lading</b>	6.--The Master is to sign Bills of Lading as presented on the North American Grain Bill of Lading form 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, copy of which is to be furnished to Charterers. <i>(See Clause 47)</i>	57 58 59
<b>Rotation of Ports</b>	7.--Rotation of loading ports is to be in Owners*/Charterers' option.  Rotation of discharging ports is to be in Owners*/Charterers' option, <i>South to North, but within each country of discharge rotation to be in Charterers' option. but if more than two (2) ports of discharge are used rotation is to be geographic.....</i>  to.....	60 61 62 63 64
<b>Freight</b>	8.--Freight to be paid as follows: .....  per 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 <i>Freight is payable</i> shall be fully prepaid on surrender of signed Bills of Lading in New York in United States..... currency to Owners (see 9 (c))	80 81
	on Bill of Lading weight, discountless, <del>not</del> non-returnable, vessel and/or cargo lost or not lost. Freight shall be deemed earned as cargo is loaded on board. Once the Bills of Lading have been signed, and Charterers call for surrender of Original Bills of Lading against freight 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.	82 83 84
	<i>95 per cent freight prepaid basis one discharge port, less Charter Party commission and estimated load port despatch (and extra insurance, if/when applicable) is payable within 3 banking days after surrender of signed clean on board Bills of Lading marked "Freight payable as per Charter Party". Charterers' option to issue Bills of Lading marked "Freight Prepaid" in which case Owners to authorize Agents to release Bills of Lading upon receipt of Charterers' bank's written confirmation that 95 per cent freight as above has been irrevocably transferred to Owners' bank.</i>	
	<i>Freight for additional ports if used, to be paid by Charterers upon declaration of same.</i>	
	<i>Balance of freight to be paid on right and true delivery of cargo after receipt by Charterers of relevant documents, Laytime Statement/Statements of Facts/Notices of Readiness together with settlement of demurrage/despatch accounts at loading/discharging port(s).</i>	
	(c) <i>Freight is payable to:</i> ..... .....	85 86 87
<b>Cost of Loading and Discharging</b>	10.-- (a)* Cargo is to be loaded, stowed, <i>and spout</i> trimmed (to Master's satisfaction in respect of seaworthiness) free of expense to the vessel. Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	88 89
	<i>Any additional trimming, over and above spout trimming, if required, to be for Owners' time, risk and expense.</i>	
	(b)* <i>Cargo is to be loaded, stowed and trimmed at Owners' expense.</i> <i>Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).</i>	90 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.*  <del>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.</del> Stevedores at discharging port(s) are to be appointed and paid for by Charterers/Reeivers*. In all cases, stevedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master.	92 93 94 95 96

<b>Bulk Carrier and Wing Spaces</b>	12.-- (a) The vessel is warranted to be a self-trimming bulk carrier, <i>however, if owing to vessel's construction there are any extra stevedoring costs and/or expenses or time lost in loading and discharging as opposed to a normal workable selftrimming bulk carrier, then such time lost and extra costs and expenses to be for Owners' account.*/non-self trimming bulk carrier.*</i>	97 98 99 100
	(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.	
<b>Overtime</b>	13.-- (a) Expenses (i) All overtime expenses at loading and discharging port(s) 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 are to be equally shared between the Owners and for Charterers account.*/Reeivers.*  (iii) Overtime expenses for vessel's officers and crew shall always be for Owners' account. (b) Time Counting If overtime be worked during excepted periods ordered by Owners the actual time used shall count. If overtime be worked during excepted periods ordered by Charterers/Reeivers* the actual time used shall not count. 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 not count. (c) SHINC (Sundays and Holidays Included) Section (b) shall not apply if SHINC has been agreed.	101 102 103 104 105 106 107 108 109 110 111 112 113
<b>Separations</b>	14.-- <i>Cost Owners warrant no artificial separation required, but if so the cost of cargo separations, other than by vessel's holds, 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>	114 115 116
<b>Securing (delete para. a or b as appropriate)</b>	15.-- (a) For Owners' account <i>Owners warrant the vessel can sail safely between loading and discharging berths/places/anchorages/ports with empty and/or slack holds as per vessel's approved grain loading booklet.</i>  Any But if 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. (b) For Charterers' account <i>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/Reeivers'* expense.</i>	117 118 119 120 121 122 123
<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'/Reeivers'* account.	124 125

<b>Hatches</b>	(b)* At each loading and discharging port, cost of all opening and closing of hatches <i>and rigging of gear (if applicable)</i> and removal and replacing of beams, if any, shall be for Owners*/Charterers'/Receivers'* account, provided local regulations permit, otherwise to be for Charterers'/Shippers' account.	126 127 128
<b>Time Counting</b>	17.-- (a) Notice of Readiness and Commencement of Laytime  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 on all days except Sundays and holidays, and between the hours of 0900 to 1200 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).  Following receipt of notice of readiness to load or discharge as above, laytime <i>or time on demurrage</i> will commence at 0800 on the next day, Saturdays, Sundays and holidays excepted (for Saturdays see Clause 18 (e)). If SHINC agreed, the exception of Sundays and holidays (as well as the possible exception of Saturdays under Clause 18 (e)) shall not apply. Time actually used before commencement of laytime shall count. <i>Time actually used before commencement of laytime to count half in accordance with the provisions of Clause 18 and 13(b).</i>	129 130 131 132 133 134 135 136 137 138
	(b) Waiting for Berth  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 ready in all respects to load or discharge, the time spent waiting at a usual waiting place, <i>whether in free pratique or not, whether customs cleared or not</i> , 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 <i>twenty-four</i> 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 <i>twenty-four</i> hours, any delay in commencing loading directly attributable to its failure to pass initial inspections shall not count as laytime or time on demurrage.  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. 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. 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).	139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154
	(c) Subsequent Port(s)  At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from vessel's arrival in loading or discharging berth if available or from vessel's arrival within the commercial limits of the port if berth is unavailable <i>laytime excluded periods to apply</i> , otherwise the provisions of Clause 17 paragraph (b) shall apply.	155 156 157 158

(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>	
<i>Deleted where not applicable (a), (b) or (c)</i>	163
18.-- (a) Vessel is to be loaded and discharged within .... <i>weather</i> working days of twenty-four (24) consecutive hours each <i>all purposes (weather permitting)</i> , Saturdays, Sundays and Holidays <del>included (SHINC)</del> .*/excepted (SHEX), even if used.*	164
<i>At load, time from midnight Friday or 1700 hours on days preceding a local or legal holiday until 0800 hours Monday or 0800 hours on the next working day not to count as laytime, even if used.</i>	
<i>At discharge, time from 1700 hours Friday or 1700 hours on days preceding a local or legal holiday, until 0800 hours Monday or 0800 hours on the next working day not to count as laytime, even if used.</i>	165
(b) Vessel is to be loaded within .... <i>weather</i> working days of twenty-four (24) consecutive hours each ( <del>weather permitting</del> ), Saturdays, Sundays and Holidays <del>included (SHINC)</del> .*/excepted (SHEX), even if used.*	166
<i>At load, time from midnight Friday or 1700 hours on days preceding a local or legal holiday until 0800 hours Monday or 0800 hours on the next working day not count as laytime, even if used.</i>	167
(c) Vessel is to be discharged at the average rate of .... tons of 2,240 lbs.*/1,000 kilos.* per <i>weather</i> working day of twenty-four (24) consecutive hours <i>each (weather permitting)</i> , Saturdays, Sundays and Holidays <del>included (SHINC)</del> */excepted (SHEX)*, even if used, on the basis of the Bill of Lading weight.	169
<i>At discharge, time from 1700 hours Friday or 1700 hours on days preceding a local or legal holiday, until 0800 hours Monday or 0800 hours the next working day not to count as laytime, even if used.</i>	170
(d) Laydays shall be reversible*/non-reversible*	171
(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. 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.	172
(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.	173 174 175 176 177 178 179 180

<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.	181 182 183 184 185
	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.	
<b>Shifting</b>	20.-- (a) Shifting expenses and time/ <i>warping</i> (i) Cost of shifting between loading berths/ <i>anchorages</i> and cost of shifting between discharging berths/ <i>anchorages</i> , including bunker fuel used, to be for Owners'*/Charterers'/Receivers'* <i>account, but laytime used in shifting to count. time counting.</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 additional shifting expenses, over and above the costs which would have been incurred if the vessel had proceeded direct to the next berth shall be for Charterers' account, <i>laytime used to count</i> , as defined above shall be for Owners'*/Charterers'/Receivers'* 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>and time used not to count as laytime, even if vessel is on demurrage.</i> (b) Shifting in and out of the same berth <i>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. If, however, such shifting is ordered by Port Authorities then such shifting expenses to be for Owners' account and time shall not count, even if vessel is on demurrage.</i>	186 187 188 189 190 191 192 193 194 195 196 197
	<i>The Master and crew to collaborate in all quay/pier warping movements along same quay/pier when necessary to accommodate shore loading and discharging equipment in the respective holds/spaces. Laytime used in warping to count, but not to be considered as shifting. Tug assistance, pilots and linesmen from shore if required, to be for Charterers' account.</i>	
<b>Gear and Lights</b>	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 crane drivers*/winchmen* from the crew. If shore regulations do not permit the crew to work cranes*/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. If required, Master shall give free use of the vessel's lighting as on board for night work.	198 199 200 201 202 203 204 205 206
<b>Seaworthy Trim</b>	22.--If ordered to be loaded or discharged at two or more berths/ <i>anchorages</i> /ports, 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 berths/ <i>anchorages</i> /ports are situated) for the passage between ports 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.	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. <b>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*</b> 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. (See Clause 12)	218 219 220
<b>Dues at German Ports</b>	25.--Quay/Weight or Tonnage dues, <i>including Kaigebuehren</i> , in Germany shall be for Charterers'/Receivers'* account. <i>Dues at Rostock for Owners' account whichever charging method is used.</i>	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.-- <b>Owners*/Charterers*</b> are to appoint agents at loading port(s) and <b>Owners*/Charterers*</b> are to appoint agents at discharging port(s). - In all instances, agency fees shall be for Owners' account but are not to exceed customary applicable fees.  <i>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. Owners have the right to appoint protecting agents. Owners undertake to deposit with the Agents at ports of loading and discharging sufficient funds to cover the vessel's disbursements, failing which, Owners/Master are liable to indemnify Charterers for all and any consequences which may arise due to delay or failure of such deposit, including extra costs, loss of laytime and/or demurrage so incurred.</i>	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 (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— <del>for fear of the Vessel being frozen in</del> —is at liberty to leave without cargo; in such cases this Charter-party shall be null and void. (b) If during loading, the Master, <del>for fear of Vessel being frozen in</del> , 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. (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.	239 240 241 242 243 244 245 246 247 248 249
	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, <del>for fear of Vessel being frozen in</del> , 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. (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. (g) Spring—This Ice Clause (a) to (f) not to apply in the Spring.	250 251 252 253 254 255 256 257 258 259 260 261
<b>Extra Insurance</b>	31.--Any extra insurance on cargo incurred owing to vessel's age, class, flag, crew 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.	262 263
<b>P. &amp; I. Bunker Clause</b>	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 <del>however the vessel not to deviate from the contractual route and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading</del> <del>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, provided however, that the voyage is not unreasonably delayed and no consequential arrival draft problems at the intended port(s).</del>	264 265 266 267

<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.	268 269 270
<b>Lien and Cesser Clause</b>	34.--The Owners shall have a lien on the cargo for freight, deadfreight, <i>if any</i> , demurrage, <i>if any</i> , 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, <i>if any</i> , and demurrage, <i>if any</i> , at loading <i>and discharging</i> , 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.	274 275 276 277 278 279 280 281
<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 a Bill of Lading incorporating the Hague Rules.</i>		
<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: "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."	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: "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."	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
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<b>General Average/ New Jason</b>	39.--General Average shall be payable according to the York/Antwerp Rules <i>as amended 2004 and any subsequent amendments 1974</i> and shall be <i>adjusted and settled in London.....</i>	302
	Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	303
	"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.	304
	"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."	305
	The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	306
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<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.	312
	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.	313
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<b>Address Commission</b>	41.--An address commission of .....% on gross freight, deadfreight, <i>if any</i> , and demurrage, <i>if any</i> , is due to Charterers at time freight and/or demurrage, <i>if any</i> , is paid, vessel lost or not lost, Charterers having the right to deduct such commission <i>also brokerage commission as per Clause 42</i> from payment of freight and/or demurrage.	323
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<b>Brokerage Commission</b>	42.--A brokerage commission of .....% on gross freight, deadfreight, <i>if any</i> , and demurrage, <i>if any</i> , is payable by Owners to	325
	at time of receiving freight payment and/or demurrage payment(s), vessel lost or not lost.	326
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<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
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<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: One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	330 331 332 333 334 335
	For disputes where the total amount claimed by either party does not exceed U.S. \$3,500.00, or amount as mutually agreed, the Arbitration may be conducted in accordance with the Simplified Arbitration Procedure of the Society of Maritime Arbitrators Inc. if so desired by both parties.	336 337 338 339 340
	(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 arbitrament 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.	336 337 338 339 340

*The parties to endeavour to resolve any disputes amicably. However, if this is not successful all disputes from time to time arising out of the contract, shall unless the parties agree forthwith on a single Arbitrator, be referred to the final Arbitrament of two Arbitrators carrying on business in London who shall be engaged in the shipping trade and be L.M.A.A. members, one to be appointed by each of the parties, with power to such Arbitrators to appoint a third Arbitrator.*

*Any Charter Party dispute must be made in writing and the Arbitrator must be appointed within 12 (twelve) months after the final discharge and where this provision is not complied with the dispute shall be extinguished and cease to exist. No award shall be questioned or invalidated on the grounds that any of the Arbitrators is not qualified as above, unless objection to his acting be taken before the award is made. The Charter Party to be construed in accordance with English Law and L.M.A.A. rules to apply.*

*Charterers shall be discharged and released from all liability in respect of any claim or claims which Owners may have under this Charter Party and such claim shall be totally extinguished, unless such claims have been notified in detail to Charterers in writing accompanied by all available supporting documents (whether relating to liability or quantum or both) within 12 (twelve) months from completion of discharge of the appropriate cargo under this Charter Party. For disputes where the amount claimed by either party does not exceed US\$50,000 the arbitration shall be conducted in accordance with the Small Claims Procedure of the L.M.A.A.*

\* Delete as appropriate.

*Clauses 45 to ..... both inclusive, together with Vessel's Description Page and Owners' fully completed response to Charterers' Questionnaire, as attached, are all deemed to be fully incorporated and to form part of this governing Charter Party.*

## **ADDITIONAL CLAUSES**

### **Clause 45 Confidentiality**

Negotiations leading to this fixture and the fixture to be kept strictly private and confidential. By Owners, Charterers as well as by the brokers involved.

### **Clause 46 Signing of Charter Party**

Prior commencement of loading Owners are to authorize Messrs..... to sign the Original Charter Party on their behalf.

### **Clause 47 Bills of Lading**

The Master is to sign Bs/L as presented based on shore/elevator figures without prejudice at discharge to the terms, conditions and exceptions of this Charter-Party. If the Master elects to delegate the signing of Bs/L to his agents he shall give them such power of attorney in writing on Agents standard form of authorization, a copy of which is to be furnished to Charterers.

Owners to release Bills of Lading for cargo shipped on board for such quantity as may be required by Charterers prior to Vessel's completion of loading against payment by Charterers of corresponding freight.

Charterers have the option to split Ocean Bills of Lading to issue delivery orders against presentation of all such Original Bills of Lading prior to splitting, and Owners to undertake that their agents at the discharging port(s) will cooperate fully with Charterers or their Agents.

In this respect Owners/Master to authorize, if required Messrs Peter W. Lampke, Baumwall 7, 20459 Hamburg, phone 040 361520, fax 040 36152215, telex 215139 pwlh d or other nominated agent.

Clean Mates receipt 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 receipt and/or Bills of Lading. Any time lost/expenses involved due to Master's rejection to be for Charterers account provided that Master has validly rejected said cargo.

'If Bills of Lading are not available for presentation to the Master on vessel's arrival, Charterers' have the option of requesting Owners/Master to allow discharge against presentation of Letter of Indemnity which to be made on Owners' insurers standard form for delivery of cargo without presentation of Bills of Lading' signed by Charterers.

### **Clause 48 Statement of Facts**

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.

### **Clause 49 Deadfreight**

Where applicable, any claim for deadfreight is to be supported by an independent Surveyors' report and approved by Charterers' representative, the Master, or the Agents of the ship. Any deadfreight has to be claimed before vessel's sailing from (last) loading port however, in case of Charterers' representative not being available or refusing to sign time sheets or Statements of Facts and Surveyors' report then the signature of Agents and Master to be considered as sufficient. Owners not to clause/delay release of Bills of Lading for alleged deadfreight.

### **Clause 50 Notices**

A sailing telex is to be sent by the Master to Charterers (insert preferred contact details) when vessel departs (last) loading port, giving ship's name, call letters, sailing date and port, exact quantity of cargo loaded and ETA basis .... (first) discharge port/discharging range (as per recap). The Master to

acknowledge receipt of these orders, by giving estimated time of arrival at discharging port and any changes thereafter, Chatterers are not to be held responsible for the failure of the Master to receive any orders sent by wireless.

### **Clause 51 Cuba**

Owners warrant vessel has not traded to/from/with Cuba within the last 6 months. Owners warrant that the vessel will not carry goods or passengers to or from Cuba and further warrants that nominated vessel is not Owned/Managed controlled by, or associated with, any Cuban National.

### **Clause 52 Fumigation**

Owners confirm and warrant that the vessel and her appliances are fitted and/or suitable in all respect for fumigation on board and/or en route. After completion of loading, Charterers have the right to fumigate the cargo at their cost and laytime to count. If necessary, Officers/crew must vacate vessel for this duration if recommended by the fumigant company. The reasonable costs, including hotel expenses are to be for Charterers' account. If requested by Charterers and/or recommended by the fumigant company, the Master is allowed, at his discretion and weather permitting to open hatches during sea passage and dispel fumigant prior to arrival at first or sole discharge port.

### **Clause 53 Bareboat**

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

### **Clause 54 Asian Gypsy Moth**

Owners herewith confirm that the vessel has not called at Russian Far East ports ranging from Posyet to Olga Bay, including Vladivostok, 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 aforementioned, 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 the Owners' account.

### **Clause 55 Tug Assistance**

If required for the safety of the vessel and/or piers/berths/places/anchorages vessel to hire and pay for sufficient tug assistance, however this does not relieve the Charterers of their responsibility to load the vessel at safe piers/berths/places/anchorages.

### **Clause 56 ITF**

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 57 Port State Control**

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 58 Boycott**

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 and expense.

### **Clause 59 Suez Bunker Supplier**

Owners warrant that there are no outstanding accounts under any Charter Party with Suez Bunker suppliers MISR and Copetrol and/or no bunkers have previously been stemmed through Suez Canal Bunker traders Messrs Candia.

### **Clause 60 Certificates**

If required for trading purposes - Owners/Master hereby agree to co-operate with Charterers in immediately upon request issuing/arranging certificates required by Charterers and/or provide copies of Certificates (such as P+I / H&M /ISM). Charterers undertake to give as much notice as possible to Owners of any documentary requirements.

### **Clause 61 Prohibited previous cargoes**

Owners guarantee that vessel has not carried Mammalian Meat/Bonemeal, or Fishmeal in the previous (12) twelve months. Owners to provide sufficient documentary evidence, as proof, if required by Charterers/Receivers.

To comply with regulations Owners guarantee that appropriate treatment, decontamination and/or cleaning procedures has been carried out and documentation available if any of the following have been amongst the previous three cargoes:

Slaughter Residue (LRM, HRM, SRM). Garden/Pot Soil blended with animal dung. Metal Scraps and Lathe Shavings. Toxic Oxidative Materials and packaging thereof. Radio-active material. Asbestos or materials of asbestos content. Mineral Clay used for detoxification. Unpacked Seeds treated with toxic materials, Sewage Sludge. Household Garbage. Untreated Food Residue (Swill), Glass and Glass Cullet. Unpacked Organic Fertilizer.

If required by Charterers/Receivers, Owners to instruct Master to provide a certificate prior to loading/discharging stating cargo loaded in each hold for the previous 4 voyages prior to the contracted voyage.

### **Clause 62 Service Speed**

Vessels minimum service speed under this Charter-Party to be as stated in Vessel's Voyage Description Clause as attached.

### **Clause 63 Maximum Cargo**

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.

### **Clause 64 Dockage**

If vessel is ordered to load at one or two berths/places or anchorages where a flat fee dockage charge applies at one or both places then Owners only to pay for one set of flat fee dockage charges and Charterers to pay any other dockage charges as levied.

In the event vessel is ordered to load at one or two berths/places or anchorages where dockage is charged on a daily rate only and no flat fee applies at either place, then all such dockage charges to be for Owners account.

It is further understood that if vessel is ordered to load at only one berth/place or anchorage then Owners to fully pay dockage dues however levied.

## **Clause 65 River Weser discharge**

If vessel is ordered to discharge at River Weser final discharging berths are to be nominated latest on vessel's arrival/passing Weser Light Vessel. It is understood that, Bremen/Brake/Nordenham/Bremerhaven count as one port, Owners paying only one set of port charges.

## **Clause 66 Amsterdam**

In case Amsterdam discharge, Charterers have the option of lightening the vessel at a safe berth/anchorage down to Amsterdam draft. The difference in port disbursements between Rotterdam and lightening place plus Amsterdam to be paid by Charterers.

**Shifting time from completion of lightening until arrival off first or sole discharging berth not to count, even if on demurrage.**

## **Clause 67 Taxes and Dues**

At loading and/or discharging port(s) any taxes and/or dues on cargo to be for Charterers'/Receivers' account and any dues and/or taxes on vessel and/or freight and/or flag to be for Owners' account. Vessel's normal and customary port charges at load and discharge port(s) to be for Owners' account irrespective of method of calculation.

In Spain t0 and t1 to be for Owners' account and T3 dues to be for Charterers'/Receivers' account. Owners always to pay vessel's normal port charges irrespective of method of calculation.

In Portugal any dues and/or taxes on cargo or imposed on vessel by reason of having this cargo on board, including 'Portuguese Imposto de Comercio Maritimo' to be for Charterers'/Receivers' account.

## **Clause 68 Warranties**

Cargo to be loaded in clear, clean and unobstructed main holds only. No cargo to be loaded in wingtanks or deeptanks or other inaccessible places.

Owners warrant the performing vessel complies with the following:

Vessel does not have any centerline bulk head or centerline beam and is free from any obstructions in vessel's holds and hatchways.

Is fully suitable for grab discharge.

Is fully grain fitted in accordance with National and International regulations.

If geared vessel: Vessel's gear is in good working order and able to serve all vessel's holds/hatches.

Vessel at all times has on board valid Deadweight and Capacity plans, including calibration and trim tables.

However, if the vessel is not thus suitable, or if by reason of vessel's construction the cost of discharge exceeds the customary, normal discharging costs, the extra cost to be for Owners' account and any additional time used in discharging not to count as laytime.

Owners guarantee the vessel is suitable for, and the Charterers have the liberty so to use, grabs and/or bulldozers and/or tractors for loading and discharging in all cargo holds.

Tunnels and all other protrusions in vessel's holds are to be adequately protected against all damages by grabs or suction equipment, failing which, Owners to be responsible for all consequences.

## **Clause 69 Bimco Bulk Shipping Quality Clause**

The Owner and the Charterers hereby agree that they shall make safety and quality considerations an integral part of their chartering activities,

In particular, the Owners shall exercise due diligence:

a) before and at the beginning of the voyage to make the Vessel seaworthy and in every way fit for the voyage and for the trade for which she is to be employed,

b) throughout the currency of this Charter Party to ensure that the Vessel and her Master, Officers and crew comply with safety, health and other applicable laws and regulations of the Vessel's flag, State and of the places where she trades necessary to secure the safe and unhindered loading of the cargo, performance of the voyage and discharging of the cargo.

Furthermore, the vessel shall be:

c) fully insured in respect of loss of or damage to cargo by Protection and Indemnity Club or liability underwriter and the Owners shall provide, on request, evidence of such insurance

d) insured for Hull and Machinery and basic War Risks purposes,

e) classed and the Owners warrant that this class shall be maintained throughout the currency of this Charter Party.

The provisions of this Clause shall be without prejudice to the other rights, obligations and defences of the Owners under this Charter including, where applicable, those of the Hague or Hague-Visby Rules.

### **Clause 70 ISM Clause**

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 International Safety Management 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 71 War**

If any of the following countries are involved in warlike activities, Charterers have the option of cancelling this charter party: U.S.A, C.I.S., France, Germany and the flag state of this vessel.

### **BIMCO ISPS/MTSA Clause 2005**

(a)(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

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

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

(b)(i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.

(ii) **Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.**

(c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:

(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.

(d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.