

Louis Dreyfus

**APPROVED BALTIMORE BERTH GRAIN CHARTER PARTY - STEAMER
FORM C - ADOPTED 1913 - ADAPTED 1968 - REV. 1975
CODE NAME - LDCGC**

Geneva,

1 It is this day mutually agreed, between,

2Owners of the

Motor Vessel

3 Steamshipof

4 builtatof

5 net tons register, or thereabouts, classedin

6, now

7

8 and,, Charterers:

9 That the said Vessel being tight, staunch and strong, and in every way fitted for the voyage, shall with all convenient

10 speed proceed to

11

12 and there load, always afloat, from said Charterers, or their agents, a full and complete cargo of

13

14 tons of 2240 lbs. eachpercent more or less, quantity at Owners' option, of

15

16 in bulk, at Charterers' option.

17 Vessel to load, under inspection of National Cargo Bureau and/or U.S.D.A. Port Warden. Cost of such inspection

18 to be borne by Owners, and to comply with their rules, not exceeding what she can reasonably stow and carry over

19 and above her Cabin, Tackle, Apparel, Provisions, Fuel and Furniture, and being so loaded shall therewith proceed to

20

21 as ordered on signing bills of lading or as per Clause No. and deliver the same, always afloat, agreeable to

22 Bills of Lading, on being paid freight as follows:

23 Freight to be fully prepaid in New York in U. S. Currency on Bill/s of Lading weight upon prompt surrender of signed

24 Bill/s of Lading. Freight shall be deemed earned on the cargo as loaded on board and shall be discountless and non-

25 returnable cargo and/or vessel lost or not lost.

26 Freight to be paid to

27

28 Captain to call at Charterers' or their agents' office, as requested, and sign Bill/s of Lading, as presented, with-

29 out prejudice to this Charter Party. Bill/s of Lading to be signed by Master, or Master to give Charterers letter

30 authorizing agents to sign Bill/s of Lading on his behalf.

31 Vessel to be loaded at Owners'/Charterers' expense, and if detained longer than

32weather working days of 24 consecutive hours, Sundays and holidays excepted, Charterers to pay Owners

33 demurrage at the rate of

34 per day, or pro rata for part of a day, for all time used in excess of allowed laytime, provided such detention shall occur

35 by default of Charterers or their agents.

36 If sooner despatched Charterers to collect from Owners despatch money at loading port at the rate of

37 per day, or pro rata for part of a day, for all laytime saved.

38 Notification of vessel's readiness to load must be delivered at the office of the Charterers or their agents, at or

39 before 4 P.M. on week days (or at or before 12 noon, if on Saturday), vessel also having been entered at the Custom

40 House, accompanied by pass of the National Cargo Bureau and/or U.S.D.A. Inspector if required Port Warden and

41 Grain Inspector's certificate of vessel's readiness to load in all compartments, and the lay days will then commence at

42 7 A.M. on the next business day, whether in berth or not.

43 Time for loading, if required by Charterers, not to commence before theday of

44 19....

45 Should the vessel not be fully passed by the National Cargo Bureau and/or U.S.D.A. if required Port Warden

46 and Grain Inspector as ready for cargo at her loading port before 12 Noon on theday of

4719....followed by the presentation of said passes to the Charterers, or their agents, at

48 their office before said hour, the Charterers or their agents, shall at said hour and at any time after, but not later than

49 the presentation of the said passes at said office, have the option of cancelling this Charter Party.

50 Owners to appoint and employ agents at loading and discharging port/s.

51 Stevedores at loading port

52

53

54 Shifting expenses between loading berths at loading port to be for Owners'/Charterers' account, and time so used

55 to count as laytime.
 56 Cost of separation, other than by vessel's compartments, to be for Charterers' account.
 57 Any overtime to be for account of party ordering same, but if ordered by Port Authorities or Elevator to be for
 58 Charterers' account at loading port, and for Receivers' account at discharging port; however, Officers' and crew's over-
 59 time always to be for Owners' account.
 60 Any bagging, strapping or securing required to be supplied and paid for by Owners and time so used not to
 61 count as laytime. Bulking, if any, at discharge port to be at Owners' time, risk and expense.
 62 All opening and closing of hatches, and removal and replacing of beams to be at Owners' time, risk and expense.
 63 Owners warrant that this vessel has not called at Cuba or North Vietnam since September 1st, 1962, and will not
 64 call at Cuba or North Vietnam prior to loading under this Charter Party.
 65 Any extra insurance owing to vessel's age, flag or Ownership to be for Owners' account
 66 Unless previously paid, Charter Party commissions and undisputed despatch money at loading port to be
 67 deductible from payment of freight.
 68 Owners to give Charterers ten (10) days written notice of vessel's expected readiness to load at loading port,
 69 and approximate quantity of cargo required.
 70 Master to apply for loading port orders by wireless to
 71 when vessel is 96 hours off Orders to be given by wireless within 48 hours of receipt of
 72 Masters' application (except if Master's application is received on a Saturday, then Charterers to be allowed 52 hours).
 73 Master to acknowledge by wireless receipt of these orders, giving estimated time of arrival at loading port and any
 74 changes thereafter. Charterers are not to be held responsible for the failure of the Master to receive any orders sent by
 75 wireless.

BFC SATURDAY CLAUSE

76 --Notwithstanding any custom of the port to the contrary, Saturday shall not count as laytime at load-
 77 ing and discharging port or ports where stevedoring labor and/or grain handling facilities are
 78 unavailable on Saturday or available only at overtime and/or premium rates.
 79 --In ports where only part of Saturday is affected by such conditions, as described above, laytime
 80 shall count until the expiration of the last straight time period.
 81 --Where six or more hours of work are performed at normal rates, Saturday shall count as a full
 82 lay day.
 83 Charterers' liability under this Charter Party to cease on cargo being shipped.
 84 The said Charterers, or their agents, are to have the privilege of transferring all or part of this Charter to others
 85 (guaranteeing to the ship owner the due fulfillment of this Charter).
 86 Penalty for non performance of this agreement: proved damages.
 87 An address commission of 2 1/2% is due and payable by Owners on vessel being loaded to Charterers on freight,
 88 deadfreight and demurrage if any, vessel and/or cargo lost or not lost.
 89 A commission of 1 1/4% is due and payable by Owners on vessel being loaded to
 90
 91
 92 on freight, deadfreight and demurrage, if any, vessel and/or cargo lost or not lost.
 93 It is also mutually agreed that this contract shall be completed and be superseded by the signing of Bills of
 94 Lading in the form customary for such voyages for grain cargoes, which Bills of Lading shall however contain the
 95 following clauses, as incorporated in this C/P:

1. It is also mutually agreed that the carrier shall not be liable for loss or damage occasioned by causes beyond his control, by the perils of the seas or other waters, by fire from any cause or wheresoever occurring, by barratry of the master or crew, by enemies, pirates or robbers by arrest and restraint of Princes, rulers or people, by explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances, by collisions, stranding or other accidents of navigation of whatsoever kind, (even when occasioned by the negligency, default or error in judgement of the pilot, master, mariners or other servants of the ship owner, not resulting, however, in any case, from want of due diligence by the Owners of the vessel or any of them, or by the vessel's Husband or Manager).
2. General average shall be settled inaccording to the York/Antwerp Rules, 1974, but where the adjustment is made in accordance with the law and practice in the United States of America, the following clause shall apply:

NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence 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 ship is owned or operated by the carrier, salvage shall be paid for as fully as if said salving ship or ships 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.

P & I BUNKER CLAUSE

3. The vessel in addition to all other liberties shall have the liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off the direct and/or customary route or routes to the port of loading or discharging named in this charter and there take oil bunkers in any quantity in the discretion of Owners to the full capacity of fuel tanks, deep tanks, and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.

LIEN CLAUSE

4. Vessel to have a lien on the cargo for all freight, deadfreight, demurrage or average.

WAR RISK CLAUSE

5. 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 ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by the Charter Party 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 ship had discharged at the port or ports of discharge to which she was originally ordered.
2. The ship shall have liberty to comply with any orders or direction 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 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 Risk Insurance on the ship, 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 fulfillment of the contract voyage and the freight shall be payable accordingly. CSUK London 26th September 1935.

BOTH TO BLAME COLLISION CLAUSE

6. If the liability for any collision in which the vessel is involved while performing this Bill of Lading falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:
If the ship comes into collision with another ship as a result of the negligence of the other ship 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 ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier.
The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

U.S.A. CLAUSE PARAMOUNT

7. 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, 1963, 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 term shall be void to that extent, but no further.

CANADIAN CLAUSE PARAMOUNT

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.

NEW YORK PRODUCE EXCHANGE ARBITRATION CLAUSE

8. That should any dispute arise between Owners and Charterers, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen, their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be commercial men.
The arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc., of New York.

CENTROCON ARBITRATION CLAUSE

All disputes from time to time arising out of this 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 Members of the Baltic 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. Any claim must be made in writing and Claimant's Arbitrator appointed within twelve months of final discharge and where this provision is not complied with the claim shall be deemed to be waived and absolutely barred. No award shall be questioned or invalidated on the grounds that any of the Arbitrators is not qualified as above, unless objections to this acting be taken before the award is made.

AMENDED CENTROCON STRIKE CLAUSE

9. 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 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 steamer. For the purpose, however, of settling despatch rebate accounts any time lost by the steamer through any of the above causes shall be counted as time used in loading, or discharging, as the case may be.

CENTROCON LIGHTERAGE CLAUSE

10. Should the steamer be ordered to discharge at a place to which there is not sufficient water for her to get the first tide after arrival without lightering, and lie always afloat, laydays are to count from forty-eight hours after her arrival at a safe anchorage for similiar vessels bound for such place and lighterage incurred to enable her to reach the place of discharge is to be at the risk and expense of the Receiver of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the port of discharge is not to count.

WATER POLLUTION CLAUSE

11. 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.
Clauses 12 through as attached, are to be considered as fully incorporated in this Charter Party.

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