

CONTINENT GRAIN CHARTER PARTY

adopted PARIS 1957 - amended 1960 - amended 1974 - amended 1990
by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉRÉALES
amended 1960, 1974 and 1990 in agreement with COMITÉ CENTRAL DES ARMATEURS DE FRANCE
in corporation with the French Chartering and S.&P. Broker's Association
adopted by the DOCUMENTARY COMMITTEE of THE BALTIC AND INTERNATIONAL MARITIME COUNCIL

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Geneva,

Owners	1. It is this day agreed between	1
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Vessel	Owners of the of tons gross/nett Register and classed	3
	carrying about tons deadweight exclusive of bunkers	4
	now and expected ready to load about	5
Charterers	and as Charterers	6
Loading port(s)	2. That the said vessel being tight, staunch and in every way fit for the voyage, shall with all convenient speed proceed to	7
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	which in case of named port(s) Owners acknowledge as safe and suitable for this vessel and there load a) always afloat b) always afloat or safely aground	9
Cargo	in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Shippers may direct a full and complete cargo of wheat and/or maize and/or rye and/or	10
	barley of metric tons in bulk (5% more or less in Owners' option).	11
	Shippers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for vessel's	12
	account. Owners shall provide and install at their risk and expense and on their time all that is required for safe stowage of grain according to local and international	13
	regulations.	14
	The cargo shall not exceed what the vessel can reasonably stow and carry over and above her bunkers, apparel, stores, provisions and accommodation. The whole cargo	15
	shall be carried and stowed under deck. All cargo on board to be delivered.	16
	Furthermore, if stowage bags have been specifically agreed, the following shall apply:	17
	Charterers shall supply for stowage purposes a quantity of bagged cargo not exceeding per cent, which shall be stowed at their risk and expense. The number of	18
	bags signed for on Bills of Lading to be binding on vessel and Owners, unless error or fraud be proved.	19
Discharging port(s)	3. Being so loaded, the vessel shall proceed with all convenient speed direct to	20
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	which in case of named port(s) Owners acknowledge as safe and suitable for this vessel, and there discharge the cargo a) always afloat b) always afloat or safely aground	22
	in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Receivers may direct. Receivers have the option of using a second safe berth. The time	23
	for shifting between the two berths shall count as laytime, but shifting expenses shall be for vessel's account.	24
Freight	4. The freight agreed under this Charterparty shall be	25
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	per ton of 1000 kilos on nett Bill of Lading weight less 0.50 per cent and shall be deemed earned as cargo is loaded on board, prepaid discountless and non returnable,	29
	vessel and/or cargo lost or not lost. The freight shall be paid as follows:	30
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	All charges and dues levied on the cargo shall be for Charterers' account and those levied on the vessel for Owners' account.	34
Loading and discharging	5. Cargo shall be loaded, spout-trimmed and/or stowed at the expense and risk of Shippers/Charterers at the average rate of	35
 weather permitting,	36
	Cargo shall be discharged at the expense and risk of Receivers/Charterers at the average rate of	37
 weather permitting,	38
	Stowage shall be under Master's direction and responsibility. Shippers' and/or Charterers' representatives have the right to be on board the vessel during loading, discharging	39
	or lightering for the purpose of inspecting the cargo and/or weighing. Charterers and Owners are allowed to work overtime, such expenses shall be for account of the	40
	party ordering same. If ordered by Port Authorities, overtime shall be for Charterers' account. Overtime services rendered by ship's crew shall be in all cases for Owners'	41
	account.	42

Laydays/cancelling	6. At port of loading laytime shall not be count before 8.00 a.m. on the and in any case not before the date notified by the 10 days notice as per clause No.7. Should the vessel's notice of readiness not be validly tendered as per clause 8 before 09.00 hours on the Charterers shall have the option of cancelling this charter at any time thereafter, but not later than one hour after the notice is validly tendered.	43 44 45
Vessel's Positions, Notice	7. Master and/or Owners shall give 10 days and thereafter 5 days notice of vessel's expected readiness to load to:	46 47 48
Laytime	Master and/or Owners shall give them prompt advice of any substantial change in vessel's position. 8. Vessel's written notice of readiness to load and/or discharge shall be tendered at the office of Shippers/Charterers/Receivers or their agents between 08.00 and 17.00 hours on all days except Saturdays, Sundays and Holidays and between 08.00 hours and 12.00 hours on Saturdays unless a Holiday. Such notice of readiness shall be delivered when vessel is in the loading or discharging berth and in all respects ready to load/discharge. At loading port Shippers/Charterers or their Agents have the privilege to inspect vessel's holds and reject the notice when holds are not clean, dry, odourless and in all respects ready to receive the cargo. In case of dispute, an independent surveyor shall decide about vessel's readiness to load, Owners bearing the costs. If the rejection of notice of readiness is undisputed or confirmed by surveyor the laytime will only start to count after the vessel has validly tendered again when ready. Only when the loading and/or discharging berth is unavailable, Master may warrant that the vessel is in all respects ready and may tender notice of readiness to load and/or discharge from any usual waiting place, whether in port or not, whether in free pratique or not, whether customs cleared or not. Laytime shall commence at 14.00 hours if notice of readiness to load and/or discharge is validly tendered at or before 12.00 hours and at 08.00 hours on the next working day if notice of readiness is validly tendered after 12.00 hours. Time used before commencement of laytime shall not count. Laytime shall not count between 12.00 hours on Saturdays or 17.00 hours on days preceding a Holiday and 08.00 hours on the following working day, unless used in which case half time actually used shall count. Any delays caused by ice, floods, quarantine, or by cases of "force majeure" shall not count as laytime unless the vessel is already on demurrage. When Master has tendered notice of readiness to load or discharge from a waiting place and vessel is subsequently found unready in application of the above provisions, laytime or time on demurrage shall not count from the time the vessel is rejected until the time she is accepted. Additionally, any actual time lost on account of vessel's obtaining free pratique or customs clearance shall not count as laytime or time on demurrage. At second or subsequent port(s) of loading or discharging, laytime or time on demurrage shall resume counting from vessel's arrival at loading or discharging berth, if available, or from vessel's arrival at a usual waiting place, if berth is unavailable. At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage.	49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65
Demurrage Despatch money	9. Demurrage is payable by Charterers at the rate of per day of 24 consecutive hours or pro rata. Owners shall pay to Charterers despatch money for laytime saved in loading/discharging at the rate of per day of 24 consecutive hours or pro rata	66 67 68
Seaworthy trim	10. If ordered to be loaded or discharged at more than one berth and/or port, the vessel is to be left in seaworthy trim to Master's reasonable satisfaction for the passage between berths and/or 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.	69 70 71
Fumigation	11. Charterers have the liberty to fumigate the cargo on board at loading and discharging port(s) or places en route at their risk and expense, and on their responsibility that Officers and Crew as well as all other persons on board the vessel during and after the fumigation are not exposed to any health hazards whatsoever. Charterers undertake to pay Owners all necessary expenses incurred because of the fumigation and time lost thereby shall count as laytime or time on demurrage. When fumigation has been effected at loading port and has been certified by proper survey or by a competent authority, Bills of Lading shall not be clausued by Master for reason of insects having been detected in the cargo prior to such fumigation.	72 73 74 75 76
Lights and gear	12. Whenever required, vessel shall supply free use of lights as on board but sufficient to carry on night work. Provided described as geared, vessel, whenever required, shall supply free use of all cargo handling gear on board, in good working order , with the necessary motive power, and of runners ropes and slings as on board. Shore hands shall be used to drive the gear, at Shippers'/Charterers'/Recievers' account. Any time actually lost on account of breakdown of vessel's gear shall not count as laytime or time on demurrage and any stevedore standby charges incurred thereby shall be for Owners' account.	77 78 79 80 81
Agencies	13. At loading port the vessel shall be consigned to At discharging port, she shall be consigned to	82 83 84 85
Extra insurance	14. Any extra insurance on cargo due to vessel's age and/or flag and/or class shall be for Owners' account; such extra insurance shall be covered by Charterers for Owners account and shall be deducted from settlement of freight.	86 87
Brokerage	15. A brokerage of per cent on the gross amount of freight, deadfreight and demurrage earned, is due to :	88 89
Address commission	16. An address commission of 2 1/2 per cent on the gross amount of freight, deadfreight and demurrage earned is due to Charterers and is deductible from freight deadfreight and demurrage.	90 91

Arbitration	17. Any dispute arising out of the present contract shall be referred to Arbitration of "Chambre Arbitrale Maritime de Paris - 73, Bd Haussmann - 75008 Paris".	92
	The decision rendered according to the rules of Chambre Arbitrale and according to French Law shall be final and binding upon both parties. The right of both parties to refer any disputes to arbitration ceases twelve months after date of completion of discharge or, in case of cancellation or non-performance, twelve months after the cancelling date as per clause 6 or after the actual date of cancellation whichever is the later. Where this provision is not complied with, the claim shall be deemed to be waived and absolutely barred.	93 94 95 96 97
Bills of Lading	Clauses No. 18 to 29 inclusive, as printed overleaf, are deemed to be incorporated in this Charterparty.	98
	18. The Master is to sign Bills of Lading as presented without prejudice to the terms, conditions and exceptions of this Charterparty. If the Master delegates the signing of Bills of Lading to his Agents, he shall give them authority to do so in writing, copy of which is to be furnished to Charterers.	99 100
	When bills of lading marked "Freight prepaid" are required, same shall be released by Owners immediately upon receipt of a telex from Charterers' Bank confirming that freight payable has been irrevocably transferred.	101 102
Relet	19. Charterers have the right to relet all or part of this Charterparty, they remaining responsible for its due fulfilment.	103
Deviation	20. Deviation in saving or attempting to save life or property at sea or for bunkering purposes or any other reasonable deviation shall not be deemed an infringement of this Charterparty and the Owners shall not be liable for any loss or damage resulting therefrom.	104 105
Lien and cesser clause	21. 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 and except for all other matters provided for in this Charterparty where the Charterers' responsibility is specified.	106 107 108
Penalties	22. Penalty for non-performance of this charter shall be limited to the proved damages caused to one of the parties without exceeding the estimated amount of freight.	109
Responsibilities and immunities	23. 1) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Contract and to any Bill of Lading issued hereunder.	110 111
	When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of said Convention shall apply.	112 113
	2) In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968-The Hague-Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply.	114 115
	3) The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the vessel.	116
	4) Save to the extent otherwise in this Charterparty expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers or peoples or any other event whatsoever which cannot be avoided or guarded against.	117 118 119
General ice clause	24. Port of Loading	120
	a) In the event of the loading port being inaccessible by reason of ice when vessel is ready to proceed from her last port or at any time during the voyage or on vessel's arrival or in case frost sets in after vessel's arrival, the Captain for fear of being frozen in is at liberty to leave without cargo, and this charter shall be null and void.	121 122
	b) If during the loading the Captain, 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 or ports with option of completing cargo for Owner's benefit to any port or ports including port of discharge. Any part cargo thus loaded under this charter to be forwarded to destination at vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per charter.	123 124 125
	c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Captain or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section b or to declare the charter null and void unless Charterers agree to load full cargo at the open port.	126 127
	d) This Ice Clause shall not apply in the Spring.	128
Port of Discharge		129
	a) Should ice (except in the Spring) prevent vessel from reaching port of discharge, Receivers shall have the option of keeping 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 Captain or Owners have given notice to Charterers of the impossibility of reaching port of destination.	130 131 132
	b) If during discharging the Captain 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 accessible port where she can safely discharge.	133 134
	c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	135 136
Amended Centrocon strike clause	25. 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.	137 138 139 140
	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 money 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.	141 142

General average and the New Jason Clause	26. General average shall be adjusted according to the York/Antwerp Rules, 1974, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	143
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	"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 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.	146
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	If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the 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"	148
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	and the charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	150
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Both to blame Collision clause	27. 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:	154
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	"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 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 ship or her owners to the owners of the 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.	157
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	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."	159
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	and the charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	161
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War risks ("Voywar 1950")	28. 1) In these Clauses "war risks" shall include any blockade or any action which is announced as a blockade by any Government or any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.	165
	2) If at any time before the vessel commences loading, it appears that performance of the contract will subject the vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.	166
	3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the vessel shall have liberty to carry other cargo for Owner's benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.	167
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	4) If at the time the Master elects to proceed with part or full cargo under item 3, or after the vessel has left the loading port, or the last of the loading ports, if more than one, it appears that further performance of the contract will subject the vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfillment of the contract of affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading, or to which the vessel may be ordered pursuant thereto.	169
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	5) a) The vessel shall have the liberty to comply with any direction or recommendation as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or by any committee or person having under the terms of the war risks insurance on the vessel, the right to give any such directions or recommendations. If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.	171
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	b) If, by reason of or in compliance with any such directions or recommendations, the vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the vessel may proceed to any port as directed or recommended or to any save port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfillment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the vessel may have been ordered pursuant thereto.	174
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	6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in items 4 and 5(b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these items.	180
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29. Clauses to inclusive, as attached, are deemed to be incorporated in this Charterparty.

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The Charterers:

The Owners:

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