

# CONTINENT GRAIN CHARTERPARTY

Code name: "SYNACOMEX 2000"

Adopted PARIS 1957 by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉREALES  
amended 1960, 1974, 1990 and 2000 in agreement with COMITÉ CENTRAL DES ARMATEURS DE FRANCE  
in cooperation with Chambre Arbitrale Maritime de Paris and the French Chartering and S. & P. Brokers' Association

PART I

1. Shipbroker(s) <b>Spliethoff's Bevrachtungskantoor B.V.</b> <b>Radarweg 36 1042 AA Amsterdam</b>	2. Place and date of Charter Party <b>Amsterdam, 23<sup>rd</sup> November 2016</b> <b>MG/MG 6104</b>
3. Owners and place of business (state full style and address) (Cl. 1) <b>Athina P Shipping Inc, Liberia</b>	4. Charterers and place of business (state full style and address) (Cl. 1) <b>Cargill PLC, Witham St Hughs</b>
5. Vessel's name (Cl. 1) <b>Athina P</b> flag / built / class: <b>Liberia / 1995 / NKK</b> NT / GT: <b>1587 / 2735</b> <del>summer DWT</del> <b>Last 3 cargoes : Woodpellets / Ferronickel / Ferts</b>	6. First layday date (Cl. 6) <b>29<sup>th</sup> November 2016</b> Cancelling date (Cl. 6) <b>30<sup>th</sup> November 2016, 23.59hrs</b>
8. Loading port(s) (Cl. 2) <b>1 / 2 safe berth(s) Avonmouth</b> a) Always afloat <b>or safely aground (*)</b> <del>b) "safely aground" (*)</del>	7. Present position / expected ready to load (Cl. 4) <b>Open Avonmouth on 29<sup>th</sup> November all going well / weather permitting</b>
10. Discharging port(s) (Cl. 3) <b>1 / 2 safe berth(s) Ghent</b> a) Always afloat <b>or safely aground (*)</b> <del>b) "safely aground" (*)</del>	9. Advance notices (Cl. 7) - at load port to: <b>Agents and Cargill Amsterdam (amst.coaster@cargill.com)</b> - at discharging port: number of days / to: <b>Agents and Cargill Amsterdam (amst.coaster@cargill.com)</b>
11. Cargo nature and quantities (Cl. 2) <b>3.000 metric tons 5 percent more or less in Owners' option of Barley in bulk stowing about 52 cft / mt without guarantee</b> a) No bags (*) <del>b) Maximum in bags for stowage (*)</del>	12. Freight rate (Cl. 4) <b>Euro € 14.75 per metric ton intaken quantity free in / out spout and / or grab trimmed</b>
13. Freight rate payment (state currency and method of payment, beneficiary and bank account) (Cl. 4) <b>See part II clause 4 and additional rider clause 33</b> <b>The freight is to be paid in Amsterdam via Spliethoff's Bevrachtungskantoor B.V., Amsterdam for transfer to Owners</b>	14. Loading rate (Cl. 5) <b>1.5 weather working days of 24 consecutive hours Saturdays, Sundays and holidays excluded</b>
	15. Discharging rate (Cl. 5) <b>1.500 metric tons per weather working day of 24 consecutive hours Saturdays, Sundays and holidays excluded</b>
	16. Demurrage / Despatch money (Cl. 9) <b>Euro 3.000,- / Free despatch both ends</b>
17. Agents at loading port(s) (Cl. 13) <b>Charterers' Agent</b>	18. Agents at discharging port(s) (Cl. 13) <b>Cargill</b>
19. Extra insurance, maximum (Cl. 14)	20. Brokerage commission and to whom payable (Cl. 15) <b>1.25 per cent to Spliethoff's Bevrachtungskantoor B.V</b>
21. Address Commission (Cl. 16) <b>2.5 per cent</b>	a) Deductible (*) <del>b) Non-deductible (*)</del>
22. Numbers of the additional clauses covering special provisions, if any agreed <b>Clauses 29 to 52, as attached, are deemed to be incorporated in this Charterparty</b>	

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II including additional clauses if any agreed and stated in Box 22. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

For <del>the Owners</del> <b>and on behalf of both parties :</b> <b>Spliethoff's Bevrachtungskantoor B.V., Amsterdam</b> <b>A. Akker Dep. Director Chartering Dept. as Agents only</b>	For the Charterers
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(\*) Delete as appropriate; if no deletion, alternative a) to apply.

**PART II**  
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**1. Owners, Charterers**

It is this day agreed between the party designated in [Box 3](#), Owners of the Vessel named and described in [Box 5](#), being now in position and expected ready to load as mentioned in [Box 7](#), and the party designated in [Box 4](#) as Charterers, THAT

**2. Loading Port(s) and Cargo**

The said Vessel being tight, staunch and in every way fit for the voyage, shall with all convenient speed proceed to the place designated in [Box 8](#), which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel and there load always afloat, ~~unless or "safely aground" has been specifically agreed in Box 8~~, 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 barley~~ as described in [Box 11](#), in metric tons (~~5 % more or less in Owners' option~~) in bulk. 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 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 regulations. 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 shall be carried and stowed under deck in unobstructed main holds. All cargo on board to be delivered. ~~Furthermore, if stowage bags have been specifically agreed, the following shall apply:~~  
~~Charterers shall supply for stowage purposes a quantity of bagged cargo not exceeding the quantity specified in Box 11, which shall be stowed at their risk and expense. The number of bags signed for on Bills of Lading to be binding on Vessel and Owners, unless error or fraud be proved.~~

**3. Discharging Port(s)**

Being so loaded, the Vessel shall proceed with all convenient speed direct to the place designated in [Box 10](#), which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel, and there discharge the cargo always afloat, ~~unless or "safely aground" has been specifically agreed in Box 10~~, 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 for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account.

**4. Freight**

The freight agreed under this Charter Party shall be as stated in [Box 12](#), per metric ton on nett Bill of Lading weight and shall be deemed earned as cargo is loaded on board, prepaid discountless and non-returnable, Vessel and/or cargo lost or not lost. **(see clause 33)**  
The freight shall be paid as specified in [Box 13](#).  
All charges and dues levied on the cargo shall be for Charterers' account and those levied on the Vessel howsoever assessed shall be for Owners' account.

**5. Loading and Discharging**

Cargo shall be loaded, spout/~~grab~~-trimmed and/or stowed at the risk and expense of Shippers/Charterers at the average rate stated in [Box 14](#), ~~weather permitting~~.  
Cargo shall be discharged at the risk and expense of Receivers/Charterers at the average rate stated in [Box 15](#), ~~weather permitting~~. **Time for loading/discharging to be non reversible**  
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 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 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' account. **Opening / closing of hatches to be for Owners' time and expenses.**

**6. Laydays, Cancellng**

At port of loading laytime shall not count before 08.00 hours on the layday date stated in [Box 6](#) and in any case not before the date notified by the 10 days notice as per [Clause 7](#). Should the Vessel's notice of readiness not be validly tendered as per [Clause 8](#) before 09.00 hours on the cancelling date stated in [Box 6](#), Charterers shall have the option of cancelling this charter at any time thereafter, but not later than ~~one~~ **four** hours after the notice is validly tendered.

**7. Vessel's Positions , Notices**

Master and/or Owners shall give ~~40 days and thereafter 5 Days on fixing, whereafter every 24 hours~~, notice of Vessel's expected readiness to load to the party designated in [Box 9](#).  
Master and/or Owners shall give **every 24 hours** notice of Vessel's Expected Time of Arrival (ETA) at discharging port as specified in [Box 9](#).  
Master and/or Owners shall give the relevant parties prompt advice of any substantial change in Vessel's ETA at loading and at discharging ports.

**8. Laytime**

Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or by any means of telecommunication at the offices of Shippers/Charterers/Receivers or their Agents between 08.00 and 17.00 hours on all days except Saturdays, Sundays and Holidays. **No notice of readiness to be given before commencement of laydays 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, the party in the wrong 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. (see clause 45)~~  
Laytime shall commence at 14.00 hours if notice of readiness to load and/or discharge is validly tendered **and accepted** 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 **Friday 17.00 hours until Monday 08.00 hours 12. 00 hours on Saturdays** or 17.00 hours on days preceding a Holiday and 08.00 hours on the following working day, **even if 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

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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.	133		
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.	134		
At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage.	135		
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<b>9. Demurrage, Despatch Money</b>	146	<b>15. Brokerage</b>	196
Demurrage is payable by Charterers at the rate stated in <a href="#">Box 16</a> per day of 24 consecutive hours or pro rata.	147	A brokerage commission as stated in <a href="#">Box 20</a> on the gross amount of freight, deadfreight and demurrage earned, is	197
<del>Owners shall pay to Charterers despatch money for laytime saved in loading/discharging at the rate stated in <a href="#">Box 16</a> per day of 24 consecutive hours or pro rata.</del>	148	due to the party(ies) designated in <a href="#">Box 20</a> and is deductible from same unless "non-deductible" has been specifically agreed.	198
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	152	<b>16. Address Commission</b>	202
<b>10. Seaworthy Trim</b>	153	An address commission as stated in <a href="#">Box 21</a> on the gross amount of freight, deadfreight and demurrage earned is	203
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 Shippers'/Charterers'/Receivers' expense, and time used for placing Vessel in seaworthy trim shall count as laytime or time on demurrage.	154	due to Charterers and is deductible from freight, deadfreight and demurrage.	204
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	158	<b>17. ISM Clause</b>	207
	159	From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.	208
	160	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.	209
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	173	<b>18. Bills of Lading</b>	221
	174	The Master is to sign <b>clean</b> Bills of Lading as presented without prejudice to the terms, conditions and exceptions of this Charter Party. 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. ( <b>see cl 50</b> )	222
	175	When Bills of Lading marked "Freight prepaid" are required, same shall be released by Owners immediately upon receipt of <b>a telex from Charterers' written Bank confirming confirmation</b> that freight payable has been irrevocably transferred.	223
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	184	<b>19. Relet</b>	231
	185	Charterers have the right to relet all or part of this Charter Party, they remaining responsible for its due fulfilment.	232
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	190	<b>20. Deviation</b>	234
	191	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 Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.	235
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		<b>21. Lien Clause and cesser clause</b>	240
		The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charter Party. <b>Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight and demurrage, but only to such extent as Owners have been unable to obtain payment there of by exercising the lien on the cargo, and except for all other provided for in this Charterparty where the Charterers' responsibility is specified.</b>	241
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		<b>22. Responsibilities and Immunities</b>	244
		Except as otherwise provided and stipulated in this Charter Party, it is hereby expressly agreed that this Charter Party shall have effect subject to the provisions of 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. These rules shall apply to any Bill of Lading issued under this Charter Party.	245
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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 the said Convention shall apply.	253	proportion.	317
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.	254		
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.	255		
Save to the extent otherwise in this Charter Party 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 and peoples or any other event whatsoever which cannot be avoided or guarded against.	256		
<b>23. Amended General Ice Clause</b>	257	<b>24. Amended Centrocon Strike Clause</b>	318
<u>Port of Loading</u>	258	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 Lockout 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.	319
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 Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.	259	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.	320
b) If during the loading the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port 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 Party 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 Party.	260		321
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 their own account as under section b) or to declare this Charter Party null and void unless Charterers agree to load full cargo at the open port.	261		322
<u>Port of Discharge</u>	262	<b>25. General Average and New Jason Clause</b>	341
a) Should ice prevent Vessel from reaching port of discharge, Receivers shall have the option of keeping Vessel waiting until the reopening 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 Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.	263	General average shall be adjusted according to the York-Antwerp Rules 1994 or any subsequent modification thereof, but where the adjustment is made in accordance with the law and practice of the United States of America, the following Clause shall apply:	342
b) If during discharging the Master for fear of Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.	264	"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.	343
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	265	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"	344
	266	and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.	345
	267	<b>26. Both-to-Blame Collision Clause</b>	368
	268	If the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following Clause shall apply:	369
	269	"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	370
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other or non-carrying ship or her owners to the owners of	382	at any safe port of their choice (including the port of loading)	448
the said goods and set off, recouped or recovered by the	383	in complete fulfilment of the Charter Party. The Owners shall	449
other or non-carrying ship or her owners as part of their	384	be entitled to recover from the Charterers the extra expenses	450
claim against the carrying ship or carrier.	385	of such discharge and, if the discharge takes place at any	451
The foregoing provisions shall also apply where the	386	port other than the loading port, to receive the full freight as	452
Owners, Operators or those in charge of any ship or ships	387	though the cargo had been carried to the discharging port	453
or objects other than, or in addition to, the colliding ships or	388	and if the extra distance exceeds 100 miles, to additional	454
objects are at fault in respect to a collision or contact"	389	freight which shall be the same percentage of the freight	455
and the Charterers shall procure that all Bills of Lading issued	390	contracted for as the percentage which the extra distance	456
under this Charter Party shall contain the same Clause.	391	represents to the distance of the normal and customary	457
		route, the Owners having a lien on the cargo for such	458
<b>27. War risks ("Voywar 1993") (see clause 48)</b>	392	expenses and freight	459
a) For the purpose of this Clause, the words:	393	d) If at any stage of the voyage after the loading of the	460
(i) "Owners" shall include the shipowners, bareboat	394	cargo commences, it appears that, in the reasonable	461
charterers, disponent-owners, managers or other operators	395	judgement of the Master and/or the Owners, the Vessel,	462
who are charged with the management of the Vessel, and	396	her cargo, crew or other persons on board the Vessel may	463
the Master; and	397	be, or are likely to be, exposed to War Risks on any part of	464
(ii) "War Risks" shall include any war (whether actual or	398	the route (including any canal or waterway) which is normally	465
threatened), act of war, civil war, hostilities, revolution,	399	and customarily used in a voyage of the nature contracted	466
rebellion, civil commotion, warlike operations, the laying of	400	for, and there is another longer route to the discharging	467
mines (whether actual or reported), acts of piracy, acts of	401	port, the Owners shall give notice to the Charterers that	468
terrorists, acts of hostility or malicious damage, blockades	402	this route will be taken. In this event the Owners shall be	469
(whether imposed against all vessels or imposed selectively	403	entitled, if the total extra distance exceeds 100 miles, to	470
against vessels of certain flags or ownership, or against	404	additional freight which shall be the same percentage of	471
certain cargoes or crews or otherwise howsoever), by any	405	the freight contracted for as the percentage which the extra	472
person, body, terrorist or political group, or the Government	406	distance represents to the distance of the normal and	473
of any state whatsoever, which, in the reasonable judgement	407	customary route.	474
of the Master and/or the Owners, may be dangerous or are	408	e) The Vessel shall have liberty:-	475
likely to be or to become dangerous to the Vessel, her cargo,	409	(i) to comply with all orders, directions, recommendations	476
crew or other persons on board the Vessel.	410	or advice as to departure, arrival, routes, sailing in convoy,	477
b) If at any time before the Vessel commences loading, it	411	ports of call, stoppages, destinations, discharge of cargo,	478
appears that, in the reasonable judgement of the Master	412	delivery or in any way whatsoever which are given by the	479
and/or the Owners, performance of the Charter Party, or	413	Government of the Nation under whose flag the Vessel sails,	480
any part of it, may expose, or is likely to expose, the Vessel,	414	or other Government to whose laws the Owners are subject,	481
her cargo, crew or other persons on board the Vessel to	415	or any other Government which so requires, or any body or	482
War Risks, the Owners may give notice to the Charterers	416	group acting with the power to compel compliance with their	483
cancelling this Charter Party, or may refuse to perform such	417	orders or directions;	484
part of it as may expose, or may be likely to expose, the	418	(ii) to comply with the orders, directions or recom-	485
Vessel, her cargo, crew or other persons on board the Vessel	419	mendations of anywar risks underwriters who have the	486
to War Risks; provided always that if this Charter Party	420	authority to give the same under the terms of the war risks	487
provides that loading or discharging is to take place within a	421	insurance;	488
range of ports, and at the port or ports nominated by the	422	(iii) to comply with the terms of any resolution of the Security	489
Charterers the Vessel, her cargo, crew, or other persons	423	Council of the United Nations, any directives of the European	490
onboard the Vessel may be exposed, or may be likely to be	424	Community, the effective orders of any other Supranational	491
exposed, to War Risks, the Owners shall first require the	425	body which has the right to issue and give the same, and	492
Charterers to nominate any other safe port which lies within	426	with national laws aimed at enforcing the same to which	493
the range for loading or discharging, and may only cancel	427	the Owners are subject, and to obey the orders and	494
this Charter Party if the Charterers shall not have nominated	428	directions of those who are charged with their enforcement;	495
such safe port or ports within 48 hours of receipt of notice of	429	(iv) to discharge at any other port any cargo or part thereof	496
such requirement.	430	which may render the Vessel liable to confiscation as a	497
c) The Owners shall not be required to continue to load	431	contraband carrier;	498
cargo for any voyage, or to sign Bills of Lading for any port	432	(v) to call at any other port to change the crew or any part	499
or place, or to proceed or continue on any voyage, or on	433	thereof or other persons on board the Vessel when there is	500
any part thereof, or to proceed through any canal or	434	reason to believe that they may be subject to internment,	501
waterway, or to proceed to or remain at any port or place	435	imprisonment or other sanctions;	502
whatsoever, where it appears, either after the loading of	436	(vi) where cargo has not been loaded or has been	503
the cargo commences, or at any stage of the voyage	437	discharged by the Owners under any provisions of this	504
thereafter before the discharge of the cargo is completed,	438	Clause, to load other cargo for the Owners' own benefit	505
that, in the reasonable judgement of the Master and/or the	439	and carry it to any other port or ports whatsoever, whether	506
Owners, the Vessel, her cargo (or any part thereof), crew	440	backwards or forwards or in a contrary direction to the	507
or other persons on board the Vessel (or any one or more	441	ordinary or customary route.	508
of them) may be, or are likely to be, exposed to War Risks.	442	f) If in compliance with any of the provisions of sub-clauses	509
If it should so appear, the Owners may by notice request	443	b) to e) of this Clause anything is done or not done, such	510
the Charterers to nominate a safe port for the discharge of	444	shall not be deemed to be a deviation, but shall be	511
the cargo or any part thereof, and if within 48 hours of the	445		
receipt of such notice, the Charterers shall not have	446		
nominated such a port, the Owners may discharge the cargo	447		

**PART II**  
**“SYNACOMEX 2000” Continent Grain Charterparty**

~~considered as due fulfilment of the Charter Party.~~

512

**28. Arbitration (see clause 49)**

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~~Any dispute arising out of the present contract shall be~~

514

~~referred to Arbitration of "Chambre Arbitrale Maritime de~~

515

~~Paris—16 rue Daunou—75002 Paris".~~

516

~~The decision rendered according to the rules of Chambre~~

517

~~Arbitrale and according to French Law shall be final and~~

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~~binding upon both parties. The right of both parties to refer~~

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~~any disputes to arbitration ceases twelve months after date~~

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~~of completion of discharge or, in case of cancellation or non-~~

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~~performance, twelve months after the cancelling date as per~~

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~~Clause 6 or after the actual date of cancellation whichever is~~

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~~the later. Where this provision is not complied with, the claim~~

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~~shall be deemed to be waived and absolutely barred.~~

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WORKING COPY

**Rider to the Charter Party M.V. Athina P, dated 23<sup>rd</sup> November 2016, Amsterdam**  
**Voyage: Avonmouth / Ghent**

29. **Eligibility Clause**

Owner represents and guarantees that (1) Owner and its vessel are not in anyway directly or indirectly owned, controlled by, managed by or related to any Cuban or Iranian interests. If the goods are destined for or to originate from U.S., Sudan shall be added to this list and (2) Owner represents and guarantees that vessel has not called at a Cuban port within 180 days of the vessels estimated arrival at a U.S. port. Without prejudice to the Charterers other right under this Charter Party, Owners accept responsibility for and agreed to indemnify Charterers against any and all claims, losses, damages, liabilities, costs (including legal fees), fines and any consequential losses with results from partial or full non compliance with this clause.

30. **Igma Clause**

IGMA (Internationaal Graanoverslag Mij. Amsterdam) berth comprises the entire grain transshipment installation in Vlothaven, where there are two berths for discharging large bulkcarriers from oversea and several berths for receiving the grain and smaller coasting vessels. The Masters to follow the instructions from Stevedores as is customary for the loading of grain.

31. **Water tightness/hatch clause**

Owners warrant that Vessel's hatches are watertight with seals and rubbers in place and Vessel to be in every respect in seaworthy condition and suitable to load the cargo contracted.

32. **E.E.C. Clause**

In case Charterers/Shippers are obliged to produce customs documents from continental export- or transshipments port for the purpose of E.E.C. customs clearance and provided Charterers/Shippers advise Owners of their agents thereof prior to completion of loading. Owners shall sail their ship only after such document has been handed to the Master at the port of loading. It is understood that lay time shall continue to count until loading operations have been completed and aforementioned document has been handed over on board by Charterer'/Shippers' representative, if Owners fail to comply with above stipulations, Charterers/Shippers will have to hold Owners responsible for all costs and/or consequences, if any.

33. **Freight payment**

The freight is to be paid by Charterers indicated in box 4 to the Owners, within 2 banking days after right and true delivery and receipt of Owners' freight invoice, less commissions and/or any undisputed expenses paid for Owners' account at loading- and/or dischargeport. In case of prepaid bills of lading issued, Owners to release same upon Charterers' written notice that the freight has been remitted. In case freight, dead freight and/or demurrage is to be paid to Broker or Owner's representative, such payment is deemed to be payment in complete fulfillment of this Charter Party

34. **Stability**

Owners warrant the Vessel has on board an approved trim stability manual in accordance with the International Grain Code 1991, as incorporated into Chapter VI, SOLAS 1974.

35. **Damages**

If the Vessel does not load the Charter Party minimum (although sufficient cargo was made available) or loads in excess of the Charter Party, any/all directly related consequences/losses/damages to be for Vessel's/Owners' account. Without delay Owners to furnish an appropriate P and I Club guarantee, failing which Charterers to have a lien on the Vessel.

36. **Stevedores Damages Clause**

The Stevedores, although employed by Charterers/Shippers/Receivers, are under the control of the Master. In the event of Stevedores damage, any claim to be settled directly between Owners and the Stevedores. Without prejudice, Charterers will endeavor to assist Owners with recovery of claim from Stevedores, but are not responsible for same.

37. **P and I Club**

Vessel's P and I Club is a member of the International Group of P and I Clubs. Owners warrant that the vessel is fully covered by this P and I Club for the duration of this Charter Party. Owners agree to have P and I Club advise Charterers by fax attesting the fact that the vessel is entered with the P and I Club. Owners P and I Club: Navigators

38. **Funds**

Owners to place Agents in funds prior arrival of vessel both at load- and discharge port, failing which damage, delay caused and or any other consequences to be for Owners' account/time, and Charterers to have the right to deduct same from freight.

39. **Small claims procedure**

Notwithstanding anything contained in Arbitration Clause No. 28 to the contrary, should neither the claim nor the counterclaim exceed US\$ 100,000.-, exclusive of interest of the sum claimed, costs of the arbitration and legal expenses, if any, it is hereby agreed the dispute is to be governed by the London Maritime Arbitrators Small Claims Procedure 1989.

40. **Classification clause**

Owners warrant that the vessel is classified with a member of IACS (International Association of Classification Societies).

41. **Warping/turning clause**

At Shippers'/Receivers'/Stevedores' request vessel to shift and/or turn alongside quay at Owners' expense, but time to count.

42. **Description of vessel**

Dwcc 3.950 mts / gearless singledecker box / 201.800 cft grain capacity / Liberian flag / Built 1995 / 1 hold / 1 hatch / loa 89.60m. / beam 13.17m. / 5.70m. draft fully laden / ISM approved / steel tanktop / Class: NKK / P&I : Navigators

Owners guarantee vessel is in all respect suitable for the intended trade.  
Charterers' option to conduct a condition survey for their time and account.

If any misrepresentation or error has been made regarding the description of the vessel, her position, itinerary or previous cargoes, either before or after loading, the Owners are to be responsible for any resultant costs, consequences and /or damages which Charterers may suffer as a result thereof.

43. **Notice of discharge**

Master to give Charterers and Agents 3/2 days notice of estimated time of arrival and 24 hours definite notice.

44. **Sweeping clause**

Crew to sweep/remove cargo from tweendecks and/or places inaccessible to Receivers' grabs and/or suction pipes and same to be in Owners' time and for Owners' expense.

45. **Congestion clause**

At load port(s) and/or discharge port(s), if the Vessel is unable to berth upon arrival at the load/discharge berth, on account of congestion at the berth, and there is no other safe waiting place within the port available, the Vessel shall be permitted to tender Notice of Readiness in accordance with the Charter Party terms to that effect, at the customary waiting place outside the port by cable, WIPON/WIBON/WIFPON/WICCON and lay time to commence and count accordingly. However, once the Vessel is authorized to proceed to the load-/discharge berth, shifting time from the moment the pilot is on board the Vessel until the Vessel arrives at the load-/discharge berth, to be deducted from time used or time on demurrage.



46. **B.S.E. Clause**

Owners guarantee that Vessel fixed to carry the cargo has not carried in the previous twelve months:

1. Slaughter residue (LRM, HRM, and SRM)
2. Mammalian Meat
3. Bone Meal
4. Garden/pot soil blended with animal dung
5. Metal scraps and lathe shavings
6. Toxic oxidative materials and packaging thereof
7. Radio-active material,
8. Asbestos or materials of asbestos content
9. Mineral clay used for detoxification
10. Unpacked seeds, treated with toxic materials
11. Sewage sludge
12. Household garbage
13. Untreated food residue (swill)
14. Glass and glass cullet
15. Unpacked organic fertilizer

Owners shall supply sufficient documentary evidence, as proof if called upon by Charterers/Receivers.

47. **ISPS Clause**

(A) (i) From the date of coming into force of the International code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO)).

(ii) 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 requirements of the ISPS Code or this clause shall be for the Owners' account.

(B) (i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any other relevant information the Owners require to comply with the ISPS Code and that can only be obtained from Charterers in accordance with Part B, paragraph 6.1.3 of the ISPS Code.

(ii) Except as otherwise provided in this Charter Party, loss ,damage, expense or delay, caused by failure on the part of the Charterers to comply with section B of this clause shall be for Charterers' account.

(C) Notwithstanding anything else contained in this Charter Party, all delays, costs, or expenses arising out of or related to security regulations or measures required by the port facility in accordance with the ISPS Code, including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for Charterers' account, unless such costs or expenses result solely from Owners' negligence, crew's nationality/via issues, or costs or expenses directly arising from Vessel's ownership or other crewing matters.

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

48. **War risks**

BIMCO's War Risks Clause for Voyage Chartering, 2004 (Code Name: VOYWAR 2004) to be incorporated in this charterparty.

49. **Arbitration**

a) This contract is governed by and construed in accordance with English Law.

b) Should the parties fail to reach a prompt amicable settlement hereby agree to refer all disputes to mediation under the model mediation procedure of CEDR (Centre for Dispute Resolution), London. The parties hereby agree that CEDR, on request of either party, is to select an appropriate mediator.

c) In the event that mediation does not lead to a mutually signed settlement agreement within 35 days after appointment of a mediator, any dispute shall be resolved by London arbitration as provided below.

All disputes arising out of or relating to this contract where the total amount claimed (excluding interest and costs) by either party does not exceed US\$ 100.000 shall be referred to arbitration in London and that reference shall be in accordance with the Small Claims Procedure of the LMAA. All other disputes, 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 Exchange and engaged in shipping and/or grain trades, one to be appointed by each of the parties with the power to such Arbitrators to appoint an Umpier. Any claim must be made in writing and Claimants Arbitrator appointed within 12 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 ground that any of the Arbitrators is not qualified as above unless objection to his acting be taken within 2 weeks of his appointment. The parties are entitled at any stage, to appoint an Arbitrator as to preserve time only (and give Notice of such appointment) notwithstanding ongoing amicable negotiation or CEDR mediation.

50. **Signing clean Bill of Lading**

Master to sign clean Bill of Lading, but Master/Owners having the right to reject any damaged cargo and upon first request from Master/Owners, Shippers/Charterers have the option to replace same.

51. **Releasing of cargo without production of original Bill of Lading**

In case original Bill of Lading is not available at dischargingport upon arrival of vessel, Owners to discharge against Letter of Indemnity in Owners' P&I wording, signed by Charterers only

52. **EU Advance Cargo Declaration Clause**

(A) If the Vessel loads cargo in any EU port or place destined for a port or place outside the EU or loads cargo outside the EU destined for an EU port or place, the Owners shall comply with the current EU Advance Cargo Declaration Regulations (the Security Amendment to the Community Customs Code, Regulations 648/2005; 1875/2006; and 312/2009) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and in their own name, time and expense shall:

(i) Have in place an EORI number (Economic Operator Registration and Identification);

(ii) Submit an ENS (Entry Summary Declaration) cargo declaration electronically to the EU Member States' Customs (first port of call).

(B) The Charterers shall provide all necessary information to the Owners and/or their agents to enable the Owners to submit a timely and accurate cargo declaration.

The Charterers shall assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers' failure to comply with any of the provisions of this sub-clause. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall count as laytime or, if the Vessel is already on demurrage, time on demurrage.

(C) The Owners shall assume liability for and shall indemnify, defend and hold harmless the Charterers against any loss and/or damage whatsoever (including consequential loss and/or damage) and any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Owners' failure to comply with any of the provisions of sub-clause (a). Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall not count as laytime or, if the Vessel is already on demurrage, time on demurrage.

(D) The assumption of the role of carrier by the Owners pursuant to this Clause and for the purpose of the EU Advance Cargo Declaration Regulations shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.