

Code Name: Norgrain

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

AMENDED 1/7/74

NORTH AMERICAN GRAIN CHARTER PARTY 1973

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

Geneva,

Owners	IT IS THIS DAY MUTUALLY AGREED, between ....., .....		1
	Owners	Self/Non Self Trimming Bulk Carrier	2
	Disponent Owners	- of the S.S./M.V. Tween Decker ..... Call Sign	3
	Time-chartered Owners	Tanker	4
	Chartered Owners		5
Description of Vessel	Built ..... at ..... of ..... tons of 2,240 lbs.		6
	deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of ..... cubic feet (including ..... cubic feet in self bleeding wing		7
	spaces) see Clause 47 for vessel description		8
Classification (Itinerary)	Classed ..... in ..... now		9
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			12
Charterers	and ..... of ..... Charterers		13
Loading Port(s)	1.--That the said vessel, being tight, staunch and strong and in every way fit for the voyage, shall with all convenient speed proceed to.....		14
	and there load		15
	at .....safe loading berth(s) in Charterers' option,		16

<b>Description of Cargo</b>	always afloat, a full and complete*/ <del>part</del> * cargo in bulk of	17
		18
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		20
	at Charterers' option ..... tons of 2,240 lbs.* /1,000 kilos.* .....% more or less, quantity at Owners' option.	21
		22
<b>Notice and Loading Port Orders</b>	2.--Owners are to give Charterers (or their Agents) ( <del>telegraphic address "....." telex number: chartering@adm.com.....</del> )	23
	<del>15 and 7 days 'notice on fixing and daily</del> notice of vessel's expected readiness to load date, and approximate quantity of cargo required with the <del>15 days fixing'</del> notice, such quantity to be based on	24
	a cargo of Heavy Grain, unless the cargo composition has been declared or indicated.	25
	The Charterers are to be kept continuously advised by telegram/telex/email of any alteration in vessel's readiness to load date.	26
	<del>Master to apply to ..... (.telegraphic address ".....")</del>	27
	<del>for first or sole loading port orders 144 hours before vessel's expected readiness to load date but not sooner than 144 hours before the laydays in Clause 4 and</del>	28
	<del>Charterers or their Agents are to give orders for first or sole loading port within 72 hours of receipt of Master's application, unless given earlier.</del>	29
	 <del>Orders for second port of loading, if used, to be given to the Master not later than.....</del>	30
	<del>-</del>	31
	<del>Master is to give Charterers (or their Agents) 72 and 12 hours' notice of vessel's estimated time of arrival at first or sole loading port together with vessel's estimated readiness to load date.</del>	32
		33
<b>Vessel Inspection</b>	3.--Vessel to load under inspection of National Cargo Bureau, Inc. in U.S.A. ports or of the Port Warden in Canadian ports. Vessel also to load under inspection of a Grain Inspector licensed/authorised by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act and/or of a Grain Inspector employed by the Canada Department of Agriculture, as required by the appropriate authorities.	34
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		36
	If vessel loads at other than U.S. or Canadian ports, she is to load under inspection of such national and/or regulatory bodies as may be required.	37
	Vessel is to comply with the rules of such authorities, and shall load cargo not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel, Furniture and Water. Cost of such inspections shall be borne by Owners.	38
		39
<b>Laydays/Cancelling</b>	4.--Laytime for loading, if required by Charterers, not to commence before 0800 on the day of	40
	<del>19</del>	41
	Should the vessel's notice of readiness not be tendered and <del>accepted</del> received, the hour will depend on the cancelling date: '1200' if cancelling date is a Saturday, '1700' if cancelling date is Monday-Friday (i.e. no Sunday as cancelling date) as per Clause 17 before 1200 on the day	42
	of <del>19</del> , the Charterers or their Agents shall at any time thereafter, but not later than one hour after the notice of	43
	readiness is tendered, have the option of cancelling this Charterparty. <i>Vessel not to tender Notice of Readiness prior to laydays.</i>	44

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

<b>Freight Payment</b>	9.-- (a) If vessel discharges in the United Kingdom including Northern Ireland, freight shall be payable by Receivers*/Charterers* concurrently with discharge on out-	77
	-	78
	turn weight, to Owners or their designated Agents at ..... in ..... currency.	79
	(b) For all other destinations, freight shall be fully prepaid on surrender of signed Bills of Lading in	80
	in ..... currency to	81
	on Bill of Lading weight, discountless, not returnable, vessel and/or cargo lost or not lost. Freight shall be deemed earned as cargo is loaded on board. See Clause 51.	82
	Once the Bills of Lading have been signed, and Charterers call for surrender of Original Bills of Lading against freight payment above, it will be incumbent upon	83
	Owners or their Agents to comply immediately with such call for surrender during office hours, Mondays to Fridays inclusive.	84
	(c).....	85
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<b>Cost of Loading and Discharging</b>	10.-- (a)* Cargo is to be loaded, stowed <i>spout</i> , trimmed (to Master's satisfaction in respect of seaworthiness) free of expense to the vessel.	88
	Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	89
	(b)* Cargo is to be loaded, stowed and trimmed at Owners' expense.	90
	Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	91
<b>Stevedores at Loading Port(s) and Discharging Port(s)</b>	11.--Stevedores at loading Port(s) are to be appointed by Charterers*/Owners* and paid by Charterers.*/*Owners.*	92
		93
	If stevedores are appointed by Owners, they are to be approved by Charterers at loading port(s), and such approval is not to be unreasonably withheld. Stevedores	94
	at discharging port(s) are to be appointed and paid for by Charterers/Receivers*.	95
	In all cases, stevedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master.	96
<b>Bulk Carrier and Wing Spaces</b>	12.-- (a) The vessel is warranted to be a self-trimming bulk carrier.*/ <del>non-self-trimming bulk carrier.</del> *	97
		98
	(b) Cargo may be loaded into wing spaces if the cargo can bleed into centreholds. Wing spaces are to be spout trimmed; any further trimming in wing spaces	99
	and any additional expenses in discharging are to be for Owners' account, and additional time so used is not to count as laytime or time on demurrage.	100
<b>Overtime</b>	13.-- (a) Expenses	101
	(i) All overtime expenses at loading and discharging port(s) shall be for account of the party ordering same.	102
	(ii) If overtime is ordered by port authorities or the party controlling the loading and/or discharging terminal or facility all overtime expenses are to be	103
	equally shared between the Owners and for Charterers.*/*Receivers account.*	104
		105
	(iii) Overtime expenses for vessel's officers and crew shall always be for Owners' account.	106
	(b) Time Counting	107
	If overtime be worked during excepted periods ordered by Owners the actual time used shall <i>not</i> count.	108
	If overtime be worked during excepted periods ordered by Charterers/Receivers* the actual time used shall not count.	109

	If overtime be worked during excepted periods ordered by port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall <i>not</i> count.	110
	(c) SHINC (Sundays and Holidays Included)	111
	Section (b) shall not apply if SHINC has been agreed.	112
		113
<b>Separations</b>	14.--Cost of cargo separations, including labour used for laying same, to be for Charterers' account unless required by Owners, in which case all resultant expenses shall be borne by the Owners. Separations ordered by Charterers shall be made to Master's satisfaction (but not exceeding the requirements of the competent authorities).	114
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<b>Securing (delete a or b)</b>	15.--(a) For Owners' account	117
	Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Owners, and time so used not to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Owners' expense and time actually lost is not to count. Owners warrant no bagging, strapping or securing required.	118
		119
	(b) For Charterers' account	120
	Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Charterers, and time so used to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Charterers/Receivers'* expense.	121
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		123
<b>Opening/Closing</b>	16.--(a)* At each loading and discharging port, cost of first opening and last closing of hatches and removal and replacing of beams, if any, shall be for Owners' account. Cost of all other opening and closing of hatches, removal and replacing of beams shall be for Charterers'/Receivers'* account.	124
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<b>Hatches</b>	(b)* At each loading and discharging port, cost of all opening and closing of hatches and removal and replacing of beams, if any, shall be for Owners'*/Charterers'/Receivers'* account.	126
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<b>Time Counting</b>	17.-- (a) Notice of Readiness and Commencement of Laytime	129
	Notification of vessel's readiness to load and/or discharge at the first or sole loading and/or discharging port, shall be delivered <del>in writing</del> by email at the office of Charterers/Receivers (or their Agents) between the hours of 0900 to 1700 on all days except Sundays and holidays, and between the hours of 0900 to 1200 on Saturdays.	130
	Charterers/Receivers or their agents shall not be required to accept notice of readiness to load or discharge <i>between 09:00 and 17:00 hrs on all days except Fridays and holidays and between 09:00 and 12:00 hrs on Thursdays on Saturdays after 1200 or on Sundays or holidays.</i> Such notice of readiness shall be delivered by email when vessel is in the loading or discharging berth and is in all respects ready to load/discharge, including Free Pratique where applicable. If the loading and/or discharging berth is unavailable, Master may tender vessel's notice of readiness from a lay berth or anchorage within the commercial limits of the port subject to the provisions of Clause 17 paragraph (b) <i>whether in Free Pratique or not, whether customs cleared or not.</i>	131
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	Following receipt of notice of readiness to load or discharge as above, laytime will commence at 0800 on the next <i>working</i> day, <del>Sundays and holidays excepted (for Saturdays</del> see Clause 18 (e)). If SHINC agreed, the exception of Sundays and holidays (as well as the possible exception of Saturdays under Clause 18 (e)) shall not apply.	136
		137
	Time actually used before commencement of laytime shall <i>not</i> count.	138
	(b) Waiting for Berth	139
	If the vessel is prevented from entering the commercial limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay berth or anchorage is not available, or on the order of the Charterers/Receivers or any competent official body or authority, and the Master warrants that the vessel is physically	140
		141

	ready in all respects to load or discharge, the time spent waiting at a usual waiting place outside the commercial limits of the port or off the port shall count against laytime. Such laytime shall count from vessel's arrival at such usual waiting place and will continue to run as per clause 18 until any of the aforesaid conditions cease to be operative and vessel is so notified by Charterers/Receivers or their Agents or any competent authority. If after entering the commercial limits of the loading port, vessel fails to pass inspections as per clause 17 (d) <del>and requires more than four hours SHINC to pass such inspections from the time of initial failure to pass, the time spent waiting outside the commercial limits of the port as per lines 143-144 shall not count and the provisions of lines 153-154 are not to apply; but, if said vessel passes inspections within said four hours, any delay in commencing loading directly attributable to its failure to pass initial inspections shall not count as laytime or time on demurrage. then the time from moment of rejection until vessel is finally passed will not count.</del> Time so used is to be added to laytime (or time on demurrage) used for loading/discharging the entire cargo if Clause 18(b) and 18(e) apply and is to be added to laytime (or time on demurrage) used for loading and discharging the entire cargo if reversible laydays apply or if Clause 18(a) applies. Once the vessel has reached a place within the commercial limits of the port, notice of readiness is to be tendered in accordance with the provision of lines 130 to 135 and laytime is to begin to count in accordance with lines 136 to 137. At first or sole loading port the cancelling date shall be extended by the number of running days SHINC rounded to the nearest day spent waiting outside the commercial limits of the port for berth (in accordance with the provisions of lines 140 to 144).	142 143 144 145 146 147 148 149 150 151 152 153 154
	(e) Subsequent Port(s) At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from vessel's arrival in loading or discharging berth if available or from vessel's arrival within the commercial limits of the port if berth is unavailable, otherwise the provisions of Clause 17 paragraph (b) shall apply.	155 156 157 158
	(d) Inspection At the loading port(s), Master's notice of readiness shall be accompanied by pass of the National Cargo Bureau/Port Warden and Grain Inspector's <i>or such national and regulatory bodies as may be required</i> certificate of vessel's readiness in all compartments to be loaded, for the entire cargo covered by this Charterparty as per Clause 3. <del>In the event that vessel loads in subsequent port(s) and is required to re-pass inspections in these ports, any time lost thereat in securing the required certificate shall not count as laytime or time on demurrage.</del>	159 160 161 162
Laytime	<del>18.—(a) Vessel is to be loaded and discharged within ..... working days of twenty-four (24) consecutive hours each (weather permitting), Sundays and Holidays included (SHINC).*/excepted (SHEX).*</del>  (b) Vessel is to be loaded within ..... working days of twenty-four (24) consecutive hours each (weather permitting), Sundays and Holidays included (SHINC).*/excepted (SHEX).*  (c) Vessel is to be discharged at the average rate of ..... tons of 2,240 lbs.* /1,000 kilos.* per working day of twenty-four (24) consecutive hours (weather permitting), Sundays and Holidays included (SHINC)* /excepted (SHEX)* on the basis of the Bill of Lading weight.  (d) Laydays shall be <del>reversible</del> * /non-reversible*  (e) <del>Notwithstanding any custom of the port to the contrary, Saturdays shall not count as laytime at loading and discharging port or ports where stevedoring labour and/or grain handling facilities are unavailable on Saturdays or available only at overtime and/or premium rates. In ports where only part of Saturdays is affected by such conditions, as described above, laytime shall count until the expiration of the last straight time period. Where six or more hours of work are performed at normal rates, Saturday shall count as a full lay day.</del> (f) In the event that the vessel is waiting for loading or discharging berth, no laytime is to be deducted during such period for reasons of weather unless the vessel occupying the loading or discharging berth in question is <del>actually</del> prevented ( <i>or would have been prevented if work had been in progress</i> ) from working <del>grain</del> due to weather conditions in which case time so lost is not to count.	163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180

<b>Demurrage/Despatch Money</b>	19.--Demurrage at loading and/or discharging ports, if incurred, to be paid at the rate of ..... per day or pro rata for part of a day and shall be paid by Charterers in respect of loading port(s) and <del>by Charterers/Receivers* in respect of discharging port(s).</del> Despatch money to be paid by Owners at half the demurrage rate for all laytime saved at loading and/or discharging ports.	181 182 183
	Any time lost for which Charterers/Receivers are responsible, which is not excepted under this Charterparty, shall count as laytime, until same has expired, thence time on demurrage.	184 185
<b>Shifting</b>	20.-- (a) Shifting expenses and time	186
	(i) Cost of shifting between loading berths and cost of shifting between discharging berths, including bunker fuel used, to be for <del>Owners*/Charterers'/Receivers'</del> account, time counting.	187 188 189
	(ii) If vessel is required to shift from one loading or discharging berth to a lay berth or anchorage due to subsequent loading or discharging berth(s) not being available, all such shifting expenses, as defined above shall be for <del>Owners*/Charterers'/Receivers'</del> account, time counting.	190 191 192
	(iii) Cost of shifting from lay berth or anchorage to first loading or first discharging berth to be for Owners' account <i>time not to count, even if on demurrage.</i>	193
	(b) Shifting in and out of the same berth	194
	If vessel is required by Charterers/ <del>Receivers*</del> (or their Agents) to shift out of the loading berth or the discharging berth and back to the same berth, one berth shall be deemed to have been used but shifting expenses <i>including bunker fuel used</i> from and back to the loading or discharging berth so incurred shall be for Charterers'/ <del>Receivers*</del> account and	195 196
	laytime or time on demurrage shall count.	197
<b>Gear and Lights</b>	<del>21.--This clause shall not apply if vessel is gearless, or Chartered as such. If required, Master to give free use of vessel's cranes*/winches/* and power to drive the gear, runners, ropes and slings as on board, and crane drivers*/winchmen* from the crew. If shore regulations do not permit the crew to work cranes*/winches* then shore crane drivers*/winchmen* if used, to be for Owners'*/Charterers'* account at loading port(s) and Owners'*/Receivers'/Charterers'* account at discharging port(s). Time lost on account of breakdowns of vessel's gear essential to the loading or discharging of this cargo is not to count as laytime or time on demurrage, and if this Charterparty calls for Charterers/Receivers* to pay for cost of loading or discharging any stevedore standby time charges incurred thereby shall be for Owners' account.</del>	198 199 200 201 202 203 204 205
	If required, Master shall give free use of the vessel's lighting as on board for night work.	206
<b>Seaworthy Trim</b>	22.--If ordered to be loaded or discharged at two or more ports, the vessel is to be left in seaworthy trim to Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea Convention as applied in the country in which such ports are situated) for the passage between ports at Charterers' expense at loading and at Charterers'/Receivers'* expense at discharging ports, and time used for placing vessel in seaworthy trim shall count as laytime or time on demurrage.	207 208 209
<b>Draft/Lighterage</b>	23.--Owners warrant that vessel's deepest salt water draft shall not exceed ..... feet inches on completion of loading and ..... feet ..... inches on arrival at first or sole discharging port.	210 211
	Should the vessel be ordered to discharge at a place to which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, laytime is to count as per Clause 17 at a safe anchorage for similar vessels bound for such a place and any lighterage expenses incurred to enable her	212 213

	to reach the place of discharge is to be at the expense and risk of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the discharging berth is not to count as laytime or time on demurrage.	214 215
	Unless loading and/or discharging ports are named in this Charterparty, the responsibility for providing safe berths and/or safe ports of loading and/or discharging lies with the Charterers/Receivers* provided Owners have complied with the maximum arrival draft limitations in Lines 210 to 211.	216 217
<b>Car Decks, etc</b>	<del>24.--It is understood that if this vessel is fitted with car decks, container fittings and/or any other special fittings not connected with the carriage of grain in bulk, any extra expenses incurred in loading and/or discharging as a result of the presence of such car decks, container fittings and/or special fittings are to be for Owners' account. Time so lost shall not count as laytime or time on demurrage.</del>	218 219 220
<b>Dues at German Ports</b>	<del>25.--Quay/Weight or Tonnage dues in Germany shall be for Charterers'/Receivers'* account.</del>	221
<b>St.Lawrence Seaway Tolls.</b>	<del>26.--All St. Lawrence Seaway and/or Welland Canal tolls on vessel and/or cargo assessed by Canadian and United States Authorities are to be paid and borne by Owners.</del>	222 223
<b>Water Pollution Clause</b>	<del>27.--Owners warrant to have secured and to carry aboard the vessel a U.S. Federal Maritime Commission Certificate of Financial Responsibility as required under the U.S. Water Quality Improvement Act of 1970. In addition, owners agree to comply with any and all Official Regulations pertaining to water pollution as applicable. Any time lost on account of vessel's non-compliance with Government and/or State and/or Provincial regulations pertaining to water pollution shall not count as laytime or time on demurrage.</del>	224 225 226 227
<b>Agents</b>	<del>28.--Owners*/Charterers* are to appoint agents at loading port(s) and Owners*/Charterers* are to appoint agents at discharging port(s). - In all instances, agency fees shall be for Owners' account but are not to exceed customary applicable fees.</del>	228 229 230
<b>Strikes, Stoppages, etc</b>	<del>29.--If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways or in the Docks or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions, or of a Strike or Lock-out of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a Strike or Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo or Owners of the vessel. For the purpose, however, of settling despatch rebate accounts, any time lost by the vessel through any of the above causes shall be counted as time used in loading, or discharging, as the case may be.</del>	231 232 233 234 235 236 237 238
<b>Ice</b>	<del>30.--Loading Port (a) If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master--for fear of the Vessel being frozen in--is at liberty to leave without cargo; in such cases this Charter-party shall be null and void.</del>	239 240 241 242



	(b) If during loading, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board	243
	and to proceed to any other port with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus	244
	loaded under this Charterparty to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby	245
	caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charterparty.	246
	(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo	247
	at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charterparty null and void unless the Charterers agree	248
	to load full cargo at the open port.	249
	-	
	Voyage and Discharging Port	250
	(d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/Receivers* shall have the option of keeping the Vessel waiting until the	251
	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	252
	detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers/Receivers* of impossibility of reaching port of	253
	destination.	254
	(e) If during discharging, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board	255
	and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers/Receivers* as soon as possible, but not later than 24 running hours,	256
	Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	257
	(f) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had	258
	discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles the freight on the cargo delivered at that	259
	port to be increased in proportion.	260
	(g) Spring - This Ice Clause (a) to (f) not to apply in the Spring.	261
<b>Extra Insurance</b>	31. --Any extra insurance on cargo incurred owing to vessel's age, class, flag or ownership to be for Owners account up to a maximum of.....	262
	and may be deducted from the freight, in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction.	263
<b>P. &amp; I. Bunker Clause</b>	32. --The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of	264
	bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading	265
	or discharge named in this Charterparty and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and	266
	deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage. <i>See Clause 58.</i>	267
<b>Deviation</b>	33. --Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach	268
	of this Charterparty and the owner shall not be liable for any loss or damage resulting therefrom; provided, however, that if the deviation is for the purpose of loading	269
	or unloading cargo or passengers it shall, prima facie, be regarded as unreasonable.	270

<b>Lien and Cesser Clause</b>	34.--The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charterparty.	271
	Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage at loading, and except	272
	for all other matters provided for in this Charterparty where the Charterers' responsibility is specified.	273
<b>Exceptions</b>	35.--Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the ship seaworthy and to have her properly manned, equipped	274
	and supplied and neither the vessel nor the Master or Owners shall be or shall be held liable for any loss of or damage or delay to the cargo for causes excepted by the	275
	U.S. Carriage of Goods by Sea Act, 1936 or the Canadian Water Carriage of Goods Act, 1936: <i>Hague or Hague-Visby rules.</i>	276
	And neither the vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charterparty expressly provided, be responsible for	277
	loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting from:--Act of God, act of war, act of public enemies, pirates	278
	or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process, provided bond is promptly furnished to release the vessel or cargo; floods;	279
	fires; blockades; riots; insurrections; Civil Commotions; earthquakes; explosions. No exception afforded the Charterers or Receivers under this clause shall relieve	280
<b>U.S.A. Clause Paramount</b>	36.--If the vessel loads in the U.S.A. the U.S.A. Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows:	282
	"This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which	283
	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	284
	any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent,	285
	but no further."	286
<b>Canadian Clause Paramount</b>	37.--If the vessel loads in Canada the Canadian Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows:	287
	"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,	288
	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	289
	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	290
	repugnant to said Act to any extent, such terms shall be void to that extent, but no further."	291
<b>Both-to-Blame Collision Clause</b>	38.--If the liability for any collision in which the vessel is involved while performing this Charterparty falls to be determined in accordance with the laws of the	292
	United States of America, the following clause shall apply:	293
	"If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or	294
	the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all	295
	loss or liability to the other or non-carrying vessel or her Owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners	296
	of the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods and set off, recouped or recovered by the	297

	other or non-carrying vessel or her owners as part of their claim against the carrying vessel or carrier.	298
	The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact."	299
	The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	300
		301
<b>General Average/ New Jason</b>	39.--General Average shall be payable according to the York/Antwerp Rules 1974 <i>as amended 1990 and 1994 and any subsequent amendments</i> , and shall be settled in <i>London</i> .....	302
	Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	303
	"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.	304
	"If a salving vessel is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."	305
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	The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	307
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<b>War Risks</b>	40.--1. No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the vessel has been ordered to discharge, either on signing Bills of Lading or thereafter, be one to which the vessel is or shall be prohibited from going by the Government of the Nation under whose flag the vessel sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the vessel had discharged at the port or ports of discharge to which she was originally ordered.	312
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	2. The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government, or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the vessel, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.	317
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<b>Address Commission</b>	41.--An address commission of <b>3.75%</b> on gross freight, deadfreight and demurrage is due to Charterers at time freight and/or demurrage is paid, vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.	323
		324
<b>Brokerage Commission</b>	42.--A brokerage commission of <del>.....%</del> on gross freight, deadfreight, and demurrage is payable by Owners to - at time of receiving freight payment and/or demurrage payment(s), vessel lost or not lost.	325
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<b>Assignment</b>	43.--Charterers have the privilege of transferring/assigning/reletting all or part of this Charterparty to others (guaranteeing to the Owners the due fulfilment of this Charterparty).	328
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Arbitration:	44.—(a) New York. All disputes arising out of this contract shall be arbitrated at New York in the following manner, and be subject to U.S. Law:	330
	One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and	331
	for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men. Such Arbitration is to be conducted	332
	in accordance with the rules of the Society of Maritime Arbitrators, Inc.	333
	For disputes where the total amount claimed by either party does not exceed U.S. \$3,500.00, or amount as mutually agreed, the Arbitration may be conducted in	334
	accordance with the Simplified Arbitration Procedure of the Society of Maritime Arbitrators Inc. if so desired by both parties.	335
	(b) London. All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitra-	336
	ment of two Arbitrators carrying on business in London who shall be Members of the Baltic Mercantile & Shipping Exchange and engaged in the Shipping and/or Grain	337
	Trades, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the	338
	ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any disputes arising under this Charter-	339
	party shall be governed by English Law. See Clause 65.	340

*Clauses 45-69, both inclusive, are deemed to form part of this document and thus incorporated into this Charter Party.*

\* Delete as appropriate.

## **ADDITIONAL CLAUSES**

Balance terms are Charterers "Rider Clauses" or "Rider Terms". The Purpose of the Riders are to override the printed form of the Charter Party. The clauses are numerically aligned to coordinate in direct continuation of the Norgrain Charter Party commencing with clause 45. Other amendments to Norgrain Charter Party are contained in the 'bid format' or body of email, main terms, accompanying this document.

Any amendments to this document are to be contained in the body of the email recapitulation. Where in conflict with the printed form of the charter party the rider terms prevail:

### **Clause 45 - CONFIDENTIALITY:**

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

### **Clause 46 - ELIGIBILITY:**

Owners warrant that the vessel is in all respects eligible for trading to the ports, places, and/or countries specified in this Charter Party, and that at all necessary times vessel and/or Owners shall have valid Certificates, records, and other documents required for such trade and comply with any/all port authority regulations. Owners to be fully responsible for direct related Port costs, as a result of a detention of vessel by Port State Control.

Any delays or costs resulting from Owners/vessel non-compliance with regulations are to be for Owners time/risk and expense. If the vessel needs additional tug assistance while at the dock due to vessel size or river conditions, such expense to be for Charterers's account.

#### **BOYCOTT:**

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

#### **CLASS:**

Vessel to be classed Highest Lloyds 100 A1 or equivalent throughout the currency of this charter party.

#### **P&I:**

Owners warrant that the vessel is entered and will remain fully covered for the duration of this Charter Party (for both Head Owners and disponent Owners responsibilities / liabilities) Qita P&I Clubs and Moallem insurance company as Hull and Machinery Insurer(s).

Ownership / management have not previously been entered with the Ocean Marine Mutual (OMM) P and I club and/or that Owners have no outstanding obligations to this club, including but not limited to any supplementary calls.

#### **CERTIFICATES:**

Owners or their agents are to issue certificates required by Charterers to comply with terms of sale and/or letter(s) of credit. Certificates are to be valid throughout the duration of the charter party. In addition owners acknowledge validity of certificates and participation in the following, which upon request are to provide a copy of certificates included, but not limited to the following:

- International Safety Management (ISM)
- Protection and Indemnity (P+I)
- Document of Compliance (DOC)
- Safety Management Certificate (SMC)
- International Ship and Port Facility Security (ISPS)
- Class Certificate
- Other certificates validating ability to call certain countries/ports

Charterers undertake to give as much notice as possible to Owners of any documentary requirements.

#### **ISM:**

During the currency of this Charter Party, the Owners shall procure that both the Vessel and the Company (as defined by the ISM Code) shall comply with the requirements of the International

Safety Management ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers. Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account."

ITF / Equivalent:

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

#### TRIMMING OF GRAIN

Owners warrant that, when loading grain, the vessel will comply with all relevant regulations of the International Grain Code, SOLAS Chapter VI, Part C and IMSBC code in respective latest valid version, incl. IMO Resolution A.264(VIII), Regulation 3, regarding trimming of grain.

### **Clause 47 - VESSELS WARRANTIES:**

Vessel to be cleaned at Owners' expenses and in Owners' time to National Cargo Bureau and/or Independent Inspectors' Satisfaction. Such cleaning to be effected prior to vessel tendering Notice of Readiness to load and holds to be passed by National Cargo bureau and/or local Grain Inspector and/or Independent Inspector for the carriage of grain in bulk at port of loading.

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

Owners warrant the performing vessel complies with the following:

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

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

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

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

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

Vessel is able to safely sail between loading and discharging berths/anchorage/ports with empty and/or slack holds as per vessel's approved grain loading booklet, without requiring any bagging/strapping/securing, vessel being left in seaworthy trim as per Clause 22 of Norgrain 1973 C/P.

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

Any additional trimming required over and above spout trimming to be at owners time, risk and expense.

Warping, if required to facilitate loading and/or discharge operations, to be for Owners' account. Laytime used in warping to count, but warping not to be construed as a shift.

Master to cooperate fully with Charterers and/or their agents in ballasting/deballasting and/or flooding/unflooding dry cargo holds and/or ballast tanks and/or ballast deep tanks and/or double bottom tanks concurrently with loading and/or discharging operations.

Owners warrant vessel suitable for grab/sucker discharge. Owners warrant vessel's holds are clear and unobstructed with no centerline bulkhead, sneathing or battens in any hold. No cargo to be loaded in inaccessible places unsuitable to discharge by Receivers' discharge equipment and Owners warrant that the cargo is fully accessible for sucker discharge.

Owners warrant all the vessel's hatches may be fully opened simultaneously.

Owners warrant there are not exposed heating coils in any compartment to be loaded with grain.

Vessel's performing speed under this Charter Party to be at Owners' discretion.

#### **Clause 48 - PORT REQUIREMENTS:**

a) The Master and crew to collaborate in all quay/pier movements necessary to accommodate shore loading/discharging equipment in the respective holds/spaces.

b) Owners are allowed to bunker during loading/discharging operations provided Owners guarantee that this bunkering operation is not interfering with the loading/discharging operations and any damage to cargo caused by this operation to be borne by Owners.

c) Time Sheets or Statements of Facts of loading and discharging port to be signed by the Agent of the ship, by the Master and by the Charterer's Representative.

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

e) Master/Owners to lend full cooperation in allowing smooth and simultaneous discharging of all products at each discharging port so long as this will not interfere with safety (trim/stress) of the vessel.

f) Should the Master, at any time, suspect any damage to the vessel during this Charter/voyage, he must immediately report same in writing to Charterers or his agent but no later than the time of vessel's sailing from the port of where the alleged damage occurred and obtain their written admission of liability.

g) Performing vessel to comply with the Asian Gypsy Moth Protection Policy for ships as applicable at loading port(s) and/or discharging port(s) – In the event of the vessel being denied entrance to the loading port due to the aforesaid or failing the Gypsy Moth Inspection, any expenses incurred thereby shall be for Owners account.

h) In the event of the vessel being denied or restricted in the use of port and/or loading and/or discharging facilities or shore labor and/or tug or pilot assistance because of the vessel's flag or ownership and management of the wages or conditions of employment of her officers and/or crew or the officers and/or crew of any other vessel under the same ownerships or managements or because of previous treading of the vessel or any other vessel as aforesaid, any time lost from such moment until resumption of operations not to count as laytime or time on demurrage the continuance of any such stoppages or interference and any expenses incurred thereby shall be for Owners account.

#### **Clause 49 - CARGO(ES):**

##### **EXCESS CARGO:**

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

##### **ADDITIONAL CARGO:**

Charterers' option, to load up to vessel's max DWCC / cubic but always subject to Master's approval.

##### **CHANGE COMMODITY:**

Charterers have the option to change cargo as long as the overall intake on the vessel is not adversely affected.

Any additional separations required to be for Charterers' account.

#### **Clause 50 - BILL OF LADING – MATE'S RECEIPT:**

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

##### **SPLIT BILLS OF LADING:**



Owners to release Bills of Lading for cargo shipped on board for such quantity as may be required by Charterers prior to Vessel's completion of loading against payment by Charterers of corresponding freight. Charterers have the option to split Ocean Bills of Lading to issue delivery orders against presentation of all such Original Bills of Lading prior to splitting, and Owners to undertake that their agents at the discharging port(s) will cooperate fully with Charterers or their Agents.

#### MULTIPLE BILLS OF LADING:

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

#### MATE'S RECEIPT(S):

Clean Mates receipt to be signed for each parcel of cargo when on board, and Master to sign Bills of Lading in accordance therewith as requested by Charterers/Shippers or their Agents.

Master to reject any cargo that would involve the clausing of Mates receipt and/or Bills of Lading, same to be substantiated by attended F.G.I.S./U.S.D.A. or outside U.S.A. regulatory bodies who are constantly monitoring the grain loading. Any time lost/expenses involved due to Master's rejection to be for Charterers account provided that Master has validly rejected said cargo.

#### CHANGE OF LOAD AND/OR DISCHARGE PORT(S)/RANGE(S):

A) Notwithstanding anything else to the contrary in this Charter Party and notwithstanding which load and/or discharge port(s) / range(s) may have been nominated and Bills of Lading issued, Charterer shall have the right to change the nomination of the load and / or discharge port(s)/range(s) in accordance with Part I, Clause 01 + 05 of the Charter.

Any extra expense incurred in connection with any change in loading or discharging ports (so named) shall be paid for by the Charterer and any time thereby lost to the Vessel shall count as used laytime. Freight is based on the voyage actually performed. Charterer shall have the right to make as many changes as they deem necessary. Subject to new trade area ordered by charterers would not fall into Owner's exclusion area and restrictions to be on Charterers' responsibility.

B) In case of part cargo shipment, Charterers always to have the option to load and/or discharge part or all cargo in other scheduled load a/o discharge ports. Any extra time and expenses incurred by owner as a direct result shall be for charterers account.

#### LOI FOR CHANGE OF DESTINATION:

Discharge port shown in Bill of Lading not to constitute a declaration of discharge port and Charterer to have the right to order vessel to any port within the terms of the Charter Party.

Charterer will issue an LOI in Owner's P&I Club wording on Charterers letter head duly signed & stamped by authorised person & against surrender of full set of Original B/L + non negotiable B/L to Owner's agent in convenient place.

#### LOI FOR NON-PRESENTATION OF BILLS OF LADING:

In case original Bills of Lading are not available at discharging port(s), Owners/Master agree to discharge the entire cargo against Letter of Indemnity as per standard P+I club wording (as attached), issued on charterers letter head and duly signed and stamped by Charterers authorised person only, and charterers also to provide owners with a copy of identical LOI issued by cargo receivers. No bank guarantee or endorsement to be required by owners/master/agent. Charterer will present, should it come into their possession or control, an original as soon as possible after the vessels arrival at the discharge port or otherwise even after the voyage has been completed to Owner and Charterers responsibility under the LOI shall cease immediately upon Owners receipt of same.

### **Clause 51 - FREIGHT PAYMENT:**

Freight shall be 95 percent prepaid, less C/P commission, within 3 banking days after surrender of signed 'Clean on Board', 'Freight payable as per C/P' Bills of Lading.

If freight 'Freight prepaid' Bills of Lading are required same to be released upon receipt of confirmation from Charterers or their bankers that 100 pct of freight has been paid irrevocably and Owner's bank confirmation that freight has been received.

Freight shall be deemed earned as cargo is loaded on board discountless and non-returnable vessel and/or cargo lost or not lost.



Balance of freight to be settled after final discharge together with final accounts including demurrage / dispatch within 30 days after receipt by Charterers of all relevant docs including laytime statements / statements of facts / notices of readiness for all ports. Owner's laytime calculation to be considered full & final in case Charterers comments do not arrive within 15 days after Owners laytime calculation has been received.

#### **Clause 52 - DEADFREIGHT:**

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

#### **Clause 53 - STATEMENT OF FACTS:**

Time Sheets or Statements of Facts at loading and discharging port(s) to be signed by the Agents of the ship, by the Master and by the Charterers' representative.

#### **Clause 54 - NOTICES:**

A sailing email or telex is to be sent by the Master to Charterers (insert preferred contact details) when vessel departs (last) loading port, giving ship's name, call letters, sailing date and port, exact quantity of cargo loaded, speed, expected arrival draft and ETA basis ..... (first) discharge port/discharging range (as per recap). The Master to acknowledge receipt of these orders, by giving estimated time of arrival at discharging port and any changes thereafter, Charterers are not to be held responsible for the failure of the Master to receive any orders sent by wireless.

#### **Clause 55 - FUMIGATION:**

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

Charterers have the option to call at a safe port/berth/anchorage en route to discharge port for boarding of fumigation personnel/removal of fumigants. Port disbursements, if any, for such call to be for charterers account and time including deviation time used to be added to laytime at discharge port. Any expenses relating to deviation including additional bunker consumption to be charged to charterers at cost duly substantiated.

#### **Clause 56 - BAREBOAT:**

Deleted

#### **Clause 57 - ASIAN GYPSY MOTH / CUBA / MAMMALIAN MEAT / BONE MEAL:**

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

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

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

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

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

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

#### **Clause 58 - BUNKER:**

Vessel not to deviate from contractual route for bunker purposes except in case of emergency.

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

#### **Clause 59 - BIMCO BULK SHIPPING QUALITY CLAUSE:**

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

In particular, the Owners shall exercise due diligence:

- a) before and at the beginning of the voyage to make the Vessel seaworthy and in every way fit or the voyage and for the trade for which she is to be employed,
- b) throughout the currency of this Charter Party to ensure that the Vessel and her Master, Officers and crew comply with safety, health and other applicable laws and regulations of the Vessel's flag, State and of the places where she trades necessary to secure the safe and unhindered loading of the cargo, performance of the voyage and discharging of the cargo.

Furthermore, the vessel shall be:

- c) fully insured in respect of loss of or damage to cargo by Protection and Indemnity Club or liability underwriter and the Owners shall provide, on request, evidence of such insurance insured for Hull and Machinery and basic War Risks purposes,
- d) classed and the Owners warrant that this class shall be maintained throughout the currency of this Charter Party.

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

#### **Clause 60 - WAR:**

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

**Clause 61 - BIMCO ISPS/MTSA CLAUSE 2005:**

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

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

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

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

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

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

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

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

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

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

**Clause 62 - TIME BAR:**

A demurrage claim, if any, to be submitted by owners to charterers within 60 days after completion of discharge, supported by statements of facts and notices of readiness, all duly signed by master, shippers, respectively receivers. If a demurrage claim is not presented to charterers within 60 days after completion of discharge, then such claim is to be considered as time barred.

Charterers shall be discharged and released from all liability in respect of any claim or claims which Owners may have under this Charter party and such claim shall be totally extinguished, unless such claims have been notified in detail to Charterers in writing accompanied by all available supporting documents (whether relating to liability or quantum or both) within 12 (twelve) months from completion of discharge of the appropriate cargo under this Charter Party. Owner's laytime calculation to be considered full & final in case Charterers comments do not arrive within 15 days after Owners laytime calculation has been received.

**Clause 63 - LUMP SUM FREIGHT / CARRIERS LIMITATION:**

Deleted

**Clause 64 - SANCTION CLAUSE:**

Nothing in this contract is intended to or shall require either party to take any action that it reasonably believes is likely to place it or its affiliates in a position of noncompliance with or in contravention of the laws, regulations, resolutions, decrees or rules of the United Nations, the United States of America, or the European Union as may be amended from time to time, including but not limited to those laws, regulations, resolutions, decrees or rules which relate to sanctions, trade embargoes, foreign export/trade controls, bribery and corruption measures or international boycotts of any type.

The Owner shall not nominate any vessel that is named on the Specially Designated Nationals and Blocked Persons List as published by the Office of Foreign Assets Control of the US Department of the Treasury as may be amended from time to time (the "SDN" List) or is owned, chartered, managed or controlled, directly or indirectly, by any person or entity named on the SDN List or that is owned, chartered, managed or controlled, directly or indirectly, by any person or entity, that is subject to or targeted by UN, US or EU sanctions as they may be amended from time to time. The Charterer shall be entitled to reject any vessel nomination where in its opinion, acting reasonably, the acceptance of such vessel nomination would be likely to place it or its affiliates in a position of noncompliance with or in contravention of the abovementioned laws, regulations, resolutions, decrees or rules, and the Owner shall nominate a suitable fully contractual substitute vessel.

**Clause 65 - JURISDICTION CLAUSE:**

The parties shall seek to resolve any dispute arising under or in relation to this contract, amicably, by way of friendly discussions within 28 days of notice of the dispute being given by one party to the other party. Those amicable discussions must be genuine and conducted fairly, honestly and in good faith. Should the discussions prove unsuccessful during 28 days, then the below stipulations shall apply".

1. English Law shall govern this charterparty and any dispute whatsoever arising out of or in connection with it.

2. Save as otherwise stated below, all disputes whatsoever arising out of or in connection with this charterparty shall be subject to the exclusive jurisdiction of the Commercial Court of the High Court in London.

3. Each party agrees to appoint English Solicitors to accept service of High Court proceedings relating to any dispute within 7 days of a written request by the other party to do so.

4. A) Notwithstanding paragraphs 2 and 3 above, where the aggregate value of the claims arising out of any dispute does not exceed US\$200,000, excluding interest and/or legal costs, the dispute will be referred to arbitration in London and determined in accordance with the Arbitration Act 1996 and LMAA Terms of Reference (the latter prevailing in the event of any inconsistency with the Act) current at the date of the commencement of the arbitration.

B) Where the total amount claimed by either party is less than US\$100,000 excluding interest and/or legal costs, the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure.

5. A party wishing to refer a dispute to arbitration pursuant to paragraph 4 above shall serve written notice of the appointment of its Arbitrator on the other party and require the latter to appoint its own Arbitrator within 14 calendar days of that notice. In the event that the other party fails to appoint and serve notice of its Arbitrator within the period of 14 calendar days, then the first party may proceed to appoint its Arbitrator as Sole Arbitrator in the reference and give notice accordingly.

6. Nothing stated in this Clause shall prevent either party from taking steps to obtain security or other interim relief in respect of their claim through legal proceedings in any jurisdiction, provided that such proceedings are limited to obtaining such security or other interim relief and do not involve any determination of the substantive issues in the dispute.

7. Any claim by either party shall be deemed to be waived and absolutely time barred unless proceedings are properly commenced in respect of the same and the claim notified in writing to the other party within one year after the completion of discharge or when completion of discharge should have taken place.

8. The Parties agree that in the event of concurrent or chain arbitrations/court proceedings involving other company/ies in the same or similar claim, any documents disclosed by either party may in turn be disclosed to the other company/ies involved in the concurrent or chain arbitration/court proceedings. Additionally, where and/or when one party opines that concurrency of the proceedings would be appropriate, the other parties involved are agreeable to the said concurrency.

#### Claims

Charterers shall be discharged and released from all liability in respect of any claim or claims which Owners may have under this Charter Party and such claim shall be totally extinguished, unless such claims have been notified in detail to Charterers in writing accompanied by all available supporting documents (whether relating to liability or quantum or both) within 12 (twelve) months of completion of discharge of the appropriate cargo under this Charter Party

### **Clause 66 - ANTI-CORRUPTION CLAUSE:**

Owners acknowledge that the ADM group of companies do not tolerate bribery and/or moneylaundering. The ADM group of companies require their service providers and those acting on the companies' behalves to abide by all applicable anti-bribery and moneylaundering legislation and to prohibit and prevent the giving of financial or other advantages to any person for any improper purpose. Owners have in place a comprehensive anti-bribery and money-laundering policy which is available from our head office and we will apply that policy in the performance of our obligations under this charterparty. Owners and Charterers warrant that they will comply with all applicable anti-bribery and/or money laundering laws, rules, regulations, decrees and/or official government orders, including those of the jurisdiction in which they are incorporated, the countries from which and to which the cargo is shipped under this charterparty, and any jurisdiction to which, or through which, funds are transmitted in performance of either party's obligations under this charterparty, including, for the avoidance of doubt, the United States of America. Owners warrant that the Master and the crew shall abide by the terms of this clause as if they were parties to it, and that they will use all reasonable endeavours to ensure that all other of their agents and/or servants will abide by the terms of this clause as if they were parties to it.

Owners shall be fully responsible for any and all costs and consequences arising out of any breach of this clause. Charterers may terminate this charterparty with immediate effect upon written notice at any time if in their reasonable judgement Owners (including the Master and/or the crew) are in breach of any of the above-mentioned representations, warranties, or undertakings, and recover from Owners any losses Charterers suffer as a result of such termination, including, without limitation whatsoever, the costs of unloading cargo, chartering an alternative vessel, damages due to contractual counterparts because of delayed arrival of cargo, loss of profit, etc. Charterers warrant that in the event they sub-charter the vessel, this clause will be included in that sub-charter."

### **Clause 67 - 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.

**Clause 68 - ARREST:**

Deleted

**Clause 69 - CHARTERERS QUESTIONNAIRE:**

Charterers Questionnaire to be filled out and included as attached separately.