

# CONTINENT GRAIN CHARTERPARTY

## Code name: "SYNACOMEX 2000"

Adopted PARIS 1957 by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CEREALES  
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)	2. Place and date of Charter Party
3. Owners and place of business (state full style and address) (Cl. 1)	4. Charterers and place of business (state full style and address) (Cl. 1)
5. Vessel's name (Cl. 1)  flag / built / class:  NT / GT:  summer DWT:	6. First layday date (Cl. 6)  Cancelling date (Cl. 6)
8. Loading port(s) (Cl. 2)  a) Always-afloat (*) b) "safely-aground" (*)	7. Present position / expected ready to load (Cl. 1)
10. Discharging port(s) (Cl. 3)  a) Always-afloat (*) b) "safely-aground" (*)	9. Advance notices (Cl. 7)  - at load port to:  - at discharging port: number of days / to:
11. Cargo nature and quantities (Cl. 2)  a) No-bags (*) b) Maximum in bags for stowage (*)	12. Freight rate (Cl. 4)
13. Freight rate payment (state currency and method of payment, beneficiary and bank account) (Cl. 4)	14. Loading rate (Cl. 5)
	15. Discharging rate (Cl. 5)
	16. Demurrage / Despatch money (Cl. 9)
17. Agents at loading port(s) (Cl. 13)	18. Agents at discharging port(s) (Cl. 13)
19. Extra insurance, maximum (Cl. 14)	20. Brokerage commission and to whom payable (Cl. 15)
21. Address Commission (Cl. 16)	a) Deductible (*) b) Non-deductible (*)
22. Numbers of the additional clauses covering special provisions, if any agreed	

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 the Owners	For the Charterers
----------------	--------------------

(\*) Delete as appropriate; if no deletion, alternative a) to apply.



## PART II

### “SYNACOMEX 2000” Continent Grain Charterparty

<b>1. Owners, Charterers</b>	1	to work overtime, such expenses shall be for account of	69
It is this day agreed between the party designated in <a href="#">Box 3</a> ,	2	the party ordering same. <del>If ordered by Port Authorities,</del>	70
Owners of the Vessel named and described in <a href="#">Box 5</a> , being	3	<del>overtime shall be for Charterers' account. Overtime services</del>	71
now in position and expected ready to load as mentioned in	4	rendered by ship's crew shall be in all cases for Owners'	72
<a href="#">Box 7</a> , and the party designated in <a href="#">Box 4</a> as Charterers, THAT	5	account. 73	
<b>2. Loading Port(s) and Cargo</b>	6	<b>6. Laydays, Cancellng</b>	74
The said Vessel being tight, staunch and in every way fit for	7	At port of loading laytime shall not count before 08.00 hours	75
the voyage, shall with all convenient speed proceed to the	8	<del>on the layday date stated in <a href="#">Box 6</a> and in any case not</del>	76
place designated in <a href="#">Box 8</a> , which in case of named port(s)	9	<del>before the date notified by the 10 days notice as per <a href="#">Clause 7</a>.</del>	77
Owners acknowledge as safe and suitable for this Vessel	10	Should the Vessel's notice of readiness not be validly	78
and there load <del>always afloat, unless "safely aground" has</del>	11	tendered as per <a href="#">Clause 8</a> before 09.00 hours on the	79
<del>been specifically agreed in <a href="#">Box 8</a>, in such safe berth, dock,</del>	12	cancelling date stated in <a href="#">Box 6</a> . Charterers shall have the	80
<del>wharf or anchorage as Charterers or their Agents or</del>	13	<del>option of cancelling this charter at any time thereafter, but</del>	81
Shippers may direct a full and complete cargo of wheat	14	<del>not later than one hour after the notice is validly tendered.</del>	82
<del>and/or maize and/or rye and/or barley as described in <a href="#">Box</a></del>	15		
<del>11, in metric tons (5 % more or less in Owners' option) in bulk.</del>	16	<b>7. Vessel's Positions , Notices</b>	83
Shippers have the option of using a second safe berth. The	17	Master and/or Owners shall give 10 days and thereafter 5	84
time for shifting between the two berths shall count as	18	days notice of Vessel's expected readiness to load to the	85
laytime, but shifting expenses shall be for Vessel's account.	19	<del>party designated in <a href="#">Box 9</a>.</del>	86
Owners shall provide and install at their risk and expense	20	Master and/or Owners shall give notice of Vessel's	87
and on their time all that is required for safe stowage of	21	Expected Time of Arrival (ETA) at discharging port as	88
grain according to local and international regulations.	22	specified in <a href="#">Box 9</a> .	89
The cargo shall not exceed what the Vessel can reasonably	23	Master and/or Owners shall give the relevant parties prompt	90
stow and carry over and above her bunkers, apparel, stores,	24	advice of any substantial change in Vessel's ETA at loading	91
provisions and accommodation. The whole cargo shall be	25	and at discharging ports.	92
carried and stowed under deck in unobstructed main holds.	26		
All cargo on board to be delivered.	27	<b>8. Laytime</b>	93
<del>Furthermore, if stowage bags have been specifically agreed,</del>	28	Vessel's written notice of readiness to load and/or discharge	94
<del>the following shall apply:</del>	29	<del>shall be tendered by hand or by any means of tele-</del>	95
Charterers shall supply for stowage purposes a quantity of	30	<del>communication at the offices of Shippers/Charterers/</del>	96
bagged cargo not exceeding the quantity specified in <a href="#">Box</a>	31	<del>Receivers or their Agents between 08.00 and 17.00 hours</del>	97
<del>11, which shall be stowed at their risk and expense. The</del>	32	<del>on all days except Saturdays, Sundays and Holidays and</del>	98
<del>number of bags signed for on Bills of Lading to be binding</del>	33	<del>between 08.00 hours and 12.00 hours on Saturdays unless</del>	99
<del>on Vessel and Owners, unless error or fraud be proved.</del>	34	<del>a Holiday. Such notice of readiness shall be delivered when</del>	100
	35	Vessel is in the loading or discharging berth and in all	101
<b>3. Discharging Port(s)</b>	36	respects ready to load/discharge. At loading port Shippers/	102
Being so loaded, the Vessel shall proceed with all convenient	37	Charterers or their Agents have the privilege to inspect	103
speed direct to the place designated in <a href="#">Box 10</a> , which in	38	Vessel's holds and reject the notice when holds are not	104
case of named port(s) Owners acknowledge as safe and	39	clean, dry, odourless and in all respects ready to receive	105
suitable for this Vessel, and there discharge the cargo	40	the cargo.	106
<del>always afloat, unless "safely aground" has been specifically</del>	41	In case of dispute, an independent surveyor shall decide	107
<del>agreed in <a href="#">Box 10</a>, in such safe berth, dock, wharf or</del>	42	about Vessel's readiness to load, the party in the wrong	108
<del>anchorage as Charterers or their Agents or Receivers may</del>	43	bearing the costs. If the rejection of notice of readiness is	109
<del>direct. Receivers have the option of using a second safe</del>	44	undisputed or confirmed by surveyor the laytime will only	110
berth. The time for shifting between the two berths shall	45	start to count after the Vessel has validly tendered again	111
count as laytime, but shifting expenses shall be for Vessel's	46	when ready.	112
account.	47	Only when the loading and/or discharging berth is	113
<b>4. Freight</b>	48	unavailable, Master may warrant that the Vessel is in all	114
The freight agreed under this Charter Party shall be as	49	respects ready and may tender notice of readiness to load	115
stated in <a href="#">Box 12</a> , per metric ton on nett Bill of Lading weight	50	<del>and/or discharge from any usual waiting place, whether in</del>	116
and shall be deemed earned as cargo is loaded on board,	51	<del>port or not, whether in free pratique or not, whether customs</del>	117
prepaid discountless and non-returnable, Vessel and/or	52	<del>cleared or not.</del>	118
cargo lost or not lost.	53	Laytime shall commence at 14.00 hours if notice of	119
The freight shall be paid as specified in <a href="#">Box 13</a> .	54	readiness to load and/or discharge is validly tendered at or	120
All charges and dues levied on the cargo shall be for	55	before 12.00 hours and at 08.00 hours on the next working	121
Charterers' account and those levied on the Vessel	56	day if notice of readiness is validly tendered after 12.00	122
howsoever assessed shall be for Owners' account.	57	hours. Time used before commencement of laytime shall	123
<b>5. Loading and Discharging</b>	58	<del>not count. Laytime shall not count between 12.00 hours on</del>	124
Cargo shall be loaded, spout-trimmed and/or stowed at the	59	<del>Saturdays or 17.00 hours on days preceding a Holiday and</del>	125
risk and expense of Shippers/Charterers at the average	60	<del>08.00 hours on the following working day, unless used in</del>	126
rate stated in <a href="#">Box 14</a> , weather permitting.	61	<del>which case half time actually used shall count.</del>	127
Cargo shall be discharged at the risk and expense of	62	Any delays caused by ice, floods, quarantine, or by cases	128
Receivers/Charterers at the average rate stated in <a href="#">Box 15</a> ,	63	of "force majeure" shall not count as laytime unless the	129
weather permitting.	64	Vessel is already on demurrage.	130
Stowage shall be under Master's direction and res-	65	When Master has tendered notice of readiness to load or	131
ponsibility. Shippers' and/or Charterers' representatives	66	discharge from a waiting place and Vessel is subsequently	132
have the right to be on board the Vessel during loading,	67	found unready in application of the above provisions, laytime	133
discharging or lightering for the purpose of inspecting the	68	or time on demurrage shall not count from the time the Vessel	134
cargo and/or weighing. Charterers and Owners are allowed		is rejected until the time she is accepted. Additionally, any	135
		actual time lost on account of Vessel's obtaining free pratique	136
		or customs clearance shall not count as laytime or time on	137

## PART II

### “SYNACOMEX 2000” Continent Grain Charterparty

demurrage.	138	agreed. 201	
<del>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.</del>	139 140 141 142 143		
At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage.	144 145		
<b>9. Demurrage, Despatch Money</b>	146		
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		
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.	148 149 150 151		
<b>10. Seaworthy Trim</b>	152		
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.	153 154 155 156 157 158		
<b>11. Fumigation</b>	159		
Charterers have the liberty to fumigate the cargo on board at loading and discharging port(s) or places en route at their risk and expense. Charterers are responsible for ensuring that Officers and Crew as well as all other persons on board the Vessel during and after the fumigation are not exposed to any health hazards whatsoever. Charterers undertake to pay Owners all necessary expenses incurred because of the fumigation and time lost thereby shall count as laytime or time on demurrage. When fumigation has been effected at loading port and has been certified by proper survey or by a competent authority, Bills of Lading shall not be clause by Master for reason of insects having been detected in the cargo prior to such fumigation.	160 161 162 163 164 165 166 167 168 169 170 171 172		
<b>12. Lights and Gear</b>	173		
Whenever required, Vessel shall supply free use of lights as on board but sufficient to carry on night work. Provided described as geared, Vessel, whenever required, shall supply free use of all cargo handling gear on board, in good working order, with the necessary power, and of runners, ropes and slings as on board. Shore hands shall be used to drive the gear, at Shippers'/Charterers'/Receivers' account. Any time actually lost on account of breakdown of Vessel's gear shall not count as laytime or time on demurrage and any stevedore standby time charges incurred thereby shall be for Owners' account.	174 175 176 177 178 179 180 181 182 183 184		
<b>13. Agencies</b>	185		
At loading port, Vessel shall be consigned to the Agents designated in <a href="#">Box 17</a> . 187	186		
At discharging port, Vessel shall be consigned to the Agents designated in <a href="#">Box 18</a> . 189	188		
<b>14. Extra Insurance</b>	190		
Extra insurance on cargo due to Vessel's age and/or flag and/or class shall be for Owners' account <del>but limited to the amount specified in Box 19;</del> such extra insurance shall be covered by Charterers for Owners' account and shall be deducted from settlement of freight.	191 192 193 194 195		
<b>15. Brokerage</b>	196		
A brokerage commission as stated in <a href="#">Box 20</a> on the gross amount of freight, deadfreight and demurrage earned, is due to the party(ies) designated in <a href="#">Box 20</a> and is deductible from same unless "non-deductible" has been specifically	197 198 199 200		
<b>16. Address Commission</b>	202		
An address commission as stated in <a href="#">Box 21</a> on the gross amount of freight, deadfreight and demurrage earned is due to Charterers and is deductible from freight, deadfreight and demurrage.	203 204 205 206		
<b>17. ISM Clause</b>	207		
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.	208 209 210 211 212 213 214 215 216		
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.	217 218 219 220		
<b>18. Bills of Lading</b>	221		
The Master is to sign Bills of Lading as presented without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master delegates the signing of Bill of Lading to his Agents, he shall give them authority to do so in writing, copy of which is to be furnished to Charterers.	222 223 224 225 226		
When Bills of Lading marked "Freight prepaid" are required, same shall be released by Owners immediately upon receipt of a telex from Charterers' Bank confirming that freight payable has been irrevocably transferred.	227 228 229 230		
<b>19. Relet</b>	231		
Charterers have the right to relet all or part of this Charter Party, they remaining responsible for its due fulfilment.	232 233		
<b>20. Deviation</b>	234		
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.	235 236 237 238 239		
<b>21. Lien Clause</b>	240		
The Owners shall have a lien on the cargo for freight, <del>deadfreight, demurrage, and average contribution</del> due to them under this Charter Party.	241 242 243		
<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.	245 246 247 248 249 250 251 252		
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.	253 254 255 256 257		
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.	258 259 260 261		
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.	262 263 264		

## PART II

### "SYNACOMEX 2000" Continent Grain Charterparty

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.	265	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.	330
	266		331
	267		332
	268		333
	269	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.	334
	270		335
	271		336
	272		337
<b>23. Amended General Ice Clause</b>			338
<u>Port of Loading 273</u>			339
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.	274		340
	275		
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.	276		
	277		
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.	278		
	279		
	280		
	281		
	282		
	283		
	284		
	285		
	286		
	287		
	288		
	289		
	290		
	291		
	292		
	293		
	294		
	295		
	296		
<u>Port of Discharge 297</u>			
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.	298		
	299		
	300		
	301		
	302		
	303		
	304		
	305		
	306		
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.	307		
	308		
	309		
	310		
c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	311		
	312		
	313		
	314		
	315		
	316		
	317		
<b>24. Amended Centrocon Strike Clause</b>	318		
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	319		
	320		
	321		
	322		
	323		
	324		
	325		
	326		
	327		
	328		
	329		
		25. General Average and New Jason Clause	341
		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
		"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
		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
		and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.	345
			346
			347
			348
			349
			350
			351
			352
			353
			354
			355
			356
			357
			358
			359
			360
			361
			362
			363
			364
			365
			366
			367
		<b>26. Both-to-Blame Collision Clause</b>	368
		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
		"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.	370
		The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact"	371
		and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.	372
			373
			374
			375
			376
			377
			378
			379
			380
			381
			382
			383
			384
			385
			386
			387
			388
			389
			390
			391
		<b>27. War risks ("Voywar 1993")</b>	392
		a) For the purpose of this Clause, the words:	393
		(i) "Owners" shall include the shipowners, bareboat charterers, disponent-owners, managers or other operators who are charged with the management of the Vessel, and	394
			395
			396



## PART II

### “SYNACOMEX 2000” Continent Grain Charterparty

the Master; and	397	be, or are likely to be, exposed to War Risks on any part of	464
(i) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	398 399 400 401 402 403 404 405 406 407 408 409 410	the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. <del>In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.</del>	465 466 467 468 469 470 471 472 473 474
b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430	e) The Vessel shall have liberty:- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions; (ii) to comply with the orders, directions or recommendations of anywar risks underwriters who have the authority to give the same under the terms of the war risks insurance; (iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement; (iv) o discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; (v) to cal at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions; (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.	475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508
c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. <del>The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight</del>	431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460	f) If in compliance with any of the provisions of sub-clauses b) to e) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	509 510 511 512
d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may	461 462 463	<b>28. Arbitration</b> <del>Any dispute arising out of the present contract shall be referred to Arbitration of "Chambre Arbitrale Maritime de Paris - 16 rue Daunou - 75002 Paris". The decision rendered according to the rules of Chambre Arbitrale and according to French Law shall be final and binding upon both parties. The right of both parties to refer any disputes to arbitration ceases twelve months after date of completion of discharge or, in case of cancellation or non-performance, twelve months after the cancelling date as per Clause 6 or after the actual date of cancellation whichever is the later. Where this provision is not complied with, the claim shall be deemed to be waived and absolutely barred.</del>	513 514 515 516 517 518 519 520 521 522 523 524 525