

UNIFORM AUSTRALIAN GRAIN CHARTER 2002
Code Name "AUSGRAIN"

Adopted 1st April 2002

1. Place and Date <i>Geneva</i>	"AUSGRAIN"
2. Owners/Place of Business (Cl. 1)	3. Charterers/Place of Business (Cl. 1)
4. Vessel's Name (Cl. 1)	5. Vessel's Class (Cl. 1)
6. Laycan (Cl. 8)	7. Loading port or place (Cl. 2.1)
8. Discharge port(s) or place(s) (Cl. 5)	9. Cargo (Cls. 2.1 and 7) (State also amount in metric tons % more or less at Owners option)
10. Owners P&I Club (Cl. 33)	11. Freight rate (state whether freight prepaid or payable on delivery) (Cl. 10)
12. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 10)	13. Freight adjustment if applicable (Cl. 10)
14. Laytime	15. Appointment of Stevedores at discharge port(s)
16. Shippers/Place of Business (Cl. 12)	17. Agents (loading) (Cl. 18)
18. Agents (discharging) (Cl. 18)	19. Demurrage and Despatch rate at load (Cl. 16)
20. Bills of Lading Clauising (cl. 19)	21. General Average to be adjusted at (Cl. 40)
22. Discharge Port Orders to Master (Cl. 21)	23. Demurrage and Despatch rate at Discharge (Cl. 27)
24. Cargo discharge rate (Cl. 25)	25. Address commission to Charterers payable (Cl. 4)
26. Other brokerage (Cl. 42)	27. Law and Arbitration (Cl. 44)
28. Additional clauses covering special provisions, if agreed	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this charter party which shall include the Additional Clauses referred to in Box 28.

Signature (Owners)

Signature (Charterers)

UNIFORM AUSTRALIAN GRAIN CHARTER 2002

Code Name "AUSGRAIN"

1 1 **VESSEL AND DEFINITIONS**

2 IT IS THIS DAY MUTUALLY AGREED BETWEEN the Owners set
3 out in Box 2 of the vessel named as set out in Box 4
4 ("the Vessel") and to be of that class set out in Box 5
5 when the vessel sails with her cargo under this
6 Charter party and the Charterers set out in Box 3 that:

7 Tonnage Whenever the words "metric ton" are referred to
8 In this Charter party this shall mean tonne, i.e. 1,000
9 kilos.

10 Vessel Whenever the word "Vessel" is referred to in
11 this Charter Party as having an active obligation it
12 shall be taken to mean and include Owners as having the
13 same obligation.

14 Owners Whenever the word "Owners" appears in this
15 Charter Party, it is understood to mean "owners and/or
16 disponent owners and/or Timechartered Owners" of the
17 Vessel.

18 Shippers Whenever the word "Shippers" appears in
19 this Charter Party, it is understood to be that party set
20 out in Box 16.

21 Receiver Whenever the word "Receiver" appears in
22 this Charter Party it is understood to mean the consignee
23 to whom the cargo is to be delivered or its agent.

24 2 **LOADING PORT**

25 2.1 The Vessel, being in every way fitted for the voyage
26 shall, with all convenient speed, after completion of
27 her present voyage and discharge of her outward cargo
28 (if any) proceed as ordered by the Charterers to one or
29 two ports out of those set out in Box 7, rotation always
30 at Charterers' option and there load according to the
31 custom of the port, always afloat, at such dock, pier,
32 wharf or berth as ordered by the Shippers, a cargo as
33 set out in Box 9 in bulk ex silo from the Shippers or
34 their Agents, which the Charterers bind themselves to
35 provide, not exceeding what the Vessel can reasonably
36 stow and carry in addition to her tackle, apparel,
37 provisions, fuel and furniture.

38 3 **SHIFTING OF VESSEL**

39 3.1 Shippers shall have the option of ordering the Vessel
40 to shift from the loading berth/dock/wharf/pier
41 (hereinafter referred to as the loading berth) at
42 Owner's expense on one occasion at each loading port.
43 Thereafter any return to the loading berth shall also be
44 for Owners' account. Should the Vessel be ordered to
45 move by the Port Authority all costs arising therefrom
46 shall be for Owners' account.

- 47 4 **DESTINATION**
- 48 4.1 Being so loaded, the Vessel shall proceed with all
49 reasonable speed, the route at the Owner's option, which
50 shall be declared by the Master on completion of loading
51 for orders (unless these be given by Charterers upon
52 signing of Bills of Lading) to discharge at any port or
53 combination of ports listed in Discharge Range as set
54 out in Box 8, or so near thereinto as the Vessel can
55 get, always afloat, and there deliver the cargo
56 according to the custom of the Port and in accordance
57 with Clauses 24/25 hereof at any customary berth, dock,
58 wharf or pier as ordered by the Charterers or their
59 Agents, where the Vessel can lie, always afloat, having
60 been paid freight at the rate hereinafter mentioned.
- 61 5 **DISCHARGE RANGE**
- 62 5.1 As set out in Box 8.
- 63 6 **SAFE TRIM BETWEEN PORTS OF DISCHARGE**
- 64 6.1 The Charterers shall specify prior to completion of
65 loading the discharge tonnage for each discharge port.
66 If such specification is not made or if there is to be a
67 change thereto by the Charterers then any reasonable
68 costs associated with such change to ensure that the
69 seaworthy trim of the vessel is maintained during
70 passage between those discharge ports shall be for the
71 account of the Charterers. In the event of the cargo
72 being a homogenous cargo (i.e. of the same description,
73 quality and mark) the Master shall discharge the cargo
74 as specified by the Charterers in such manner as to
75 leave the Vessel in seaworthy trim to proceed to the
76 second port of discharge.
- 77 7 **CAPACITY**
- 78 7.1 The Owners undertake that the Vessel shall load the
79 amount of cargo set out in Box 9. The Master to declare
80 in writing before loading commences approximate quantity
81 of cargo required.
- 82 8 **LOADING AND CANCELLING DATES**
- 83 8.1 The time for loading shall not commence before the date
84 set out in Box 6 unless the Shippers begin loading
85 sooner, but time not to count. If the Vessel is not
86 ready to load at all hatches at (first) loading port by
87 1200 hours of the date set out in Box 6 the Charterers
88 shall subject to sub-clause 14.4 hereof have the option
89 of cancelling this Charter, which shall be declared upon
90 Notice of Readiness being given, unless more time has
91 been lost waiting for orders than mentioned in Clause 12
92 hereof in which case the Cancelling Date shall be
93 correspondingly extended. For the purpose of this
94 Clause the preliminary 24 hours Notice of Readiness to
95 load, stipulated in Clause 14 hereof shall not be
96 obligatory, and in no case shall the absence of a ready
97 loading berth as per Clause 14 constitute a reason for
98 cancelling this Charterparty.

- 99 8.2 The Owners undertake to load each cargo grade by natural
100 separation by holds.
- 101 8.3 No co-comingling of cargo is allowed without Charterer's
102 express agreement.
- 103 9 **CARGO ALONGSIDE**
- 104 9.1 At the loading port or ports the cargo shall be
105 delivered ex spout from the silo, unstowed and
106 untrimmed, at the risk and expense of the Shippers.
- 10 10 **FREIGHT**
- 108 10.1 Freight shall be payable at the rate set out in Box 11
109 all per metric ton on Bill of Lading weight.
- 110 10.2 If the Vessel is chartered on one or two loadport basis,
111 and is ordered by the Charterers to load at one port
112 only then the rate of freight is to be reduced by the
113 amount per metric ton set out in Box 13.
- 114 10.3 The said freight shall be paid as set out in Boxes 11,
115 12 and 13. Charterers are entitled to deduct any
116 overtime and other costs hereunder for the account of
117 the Owners and despatch earnings from the final freight
118 payment.
- 119 11 **INTERNATIONAL TRANSPORT WORKERS' FEDERATION**
- 120 11.1 The Owners guarantee that the terms and conditions of
121 employment of the crew of the Vessel are now or will be
122 prior to presentation of the Vessel for loading and will
123 remain for the period of this Charter Party covered by an
124 International Transport Worker's Federation ("ITF")
125 agreement or a bona fide Trade Union or other
126 institutional agreement acceptable to the ITF. If
127 berthing, loading, discharging or trading operations of
128 the Vessel are prevented or delayed by or as a
129 consequence of any industrial action; crew complaints'
130 actual, threatened or likely withholding of services to
131 the Vessel; port unions actions against the Vessel,
132 whether requested by the crew or not, all or any of
133 which may arise directly or indirectly from the terms
134 and conditions of employment of the crew and/or in
135 relation to crew matters, then any time lost by reason
136 thereof shall not count during the continuance of such
137 prevention or delay and Owners shall indemnify and
138 reimburse the Charterers and/or Shippers for any loss,
139 expenses, damages, claims, demands and liabilities
140 incurred and made as a result. The terms and conditions
141 of crew employment referred to herein shall include but
142 not be limited to, rates of pay, benefits, leave, work
143 conditions aboard the Vessel notwithstanding that the
144 crew may be appointed or employed by Manning Agents. In
145 the event that the Vessel is operated by a Time
146 Charterer then any costs associated with the Vessel
147 being placed off hire in connection with any crew
148 disputes or intervention of the ITF as aforesaid shall
149 be for Owners' account. The Charterers and/or Shippers

150 shall also have the right to order the Vessel from/to
151 the load berth at Owners' expense until the industrial
152 dispute and/or ITF intervention is resolved in all
153 respects.

154 12 **ORDERS FOR LOADING PORT/S**

155 12.1 Owners or their local Australian Agents shall keep the
156 Charterers closely advised of the Vessel's movements,
157 including date of sailing from last port prior to
158 contract voyage. The Master shall apply by radio,
159 telegraph or telefax to Shippers' notify address as set
160 out in Box 16 for orders for first or sole loading port
161 giving the Vessel's position ETA and estimated cargo
162 required when 96 hours off the loading range. Unless
163 given earlier, orders shall be given by Shippers by
164 radio, telegraph or telefax within 48 hours of receipt
165 of Master's application.

166 12.2 Orders for second loading port, if any, shall be given
167 before the Vessel completes loading at first port.

168 12.3 Orders for a Vessel with cargo for, or discharging in
169 Australia shall be given to the Master or Owners' Agents
170 at the Vessel's final discharging port upon the Master
171 or Owners' Agents giving the Charterers written,
172 telegraphic or telefax notice of the Vessel's position
173 and expected readiness, such notice to be given at least
174 three days before the Vessel's expected departure from
175 final discharging port.

176 12.4 Failure to radio, telegraph or telefax under this
177 Clause, shall not be considered a breach of the
178 Charter Party, but if Charterers are not notified, three
179 days shall be added to the time allowed for loading.

180 12.5 If, when the Vessel is in Australian waters, the Master
181 does not intend to proceed direct to loading port on
182 receipt of orders, but via another port, for the purpose
183 of bunkering, he shall inform Charterers and advise them
184 of the Vessel's expected date of departure therefrom.
185 If, after orders for loading are given, the Vessel is
186 delayed 48 hours or more after the date notified, the
187 Master shall inform Charterers by radio, telegraph or
188 telefax of such delay and Charterers shall have the
189 right of ordering the Vessel by radio, telegraph or
190 telefax to a different loading port, provided such
191 orders are given within 24 hours (Saturdays, Sundays and
192 Holidays excepted) of receipt of Master's notification.
193 Such orders shall be acknowledged by the Master, to the
194 Charterers by radio, telegraph or telefax as soon as
195 possible after receipt thereof by the Master.

196 13 **SURVEY AT LOADING PORT**

197 13.1 At the first or sole loading port and before loading is
198 commenced the Vessel shall pass the customary survey of
199 a recognised Marine Surveyor appointed by the Charterers
200 or Shippers, and of a Department of Agriculture,
201 Fisheries and Forestry Australia inspector pursuant to
202 the Export (Grain) Regulations.

203 13.2 In the event that the Vessel loads in another State(s)
 204 and is required by the Charterers to re-pass the
 205 aforesaid surveys/inspections at the loading port(s)
 206 defined in this Charter party any time lost in securing
 207 the required passing and certificates shall not count as
 208 laytime unless the Vessel is already on demurrage.

209 13.3 All such surveys and inspections shall be Owners'
 210 responsibility and for Owners' account and time.

211 14 **LOADING**

212 14.1 Notice of Readiness

213 At the first loading port the time for loading shall
 214 count (Saturdays, Sundays and Holidays excepted even if
 215 used) from 24 hours after Charterers or their agents
 216 have received the Master's written, telegraphic or
 217 telefax notice between 0900 hours and 1700 hours on
 218 ordinary working days that the Vessel has passed survey
 219 in accordance with Clause 13 hereof whether in berth or
 220 not as ordered by the Shippers. Such orders shall be
 221 given to the Vessel by Shippers upon notice being given
 222 of the Vessel's arrival in port. Notice shall be given
 223 at the first port or place of loading only.

224 14.2 At the second or subsequent loading port (if any)
 225 the time for loading shall count (Saturdays, Sundays, and
 226 Holidays excepted even if used) from 1200 hours on the
 227 day of arrival at the port if the vessel arrives before
 228 1200 hours, and from 0900 hours on the following
 229 ordinary working day, if the vessel arrives after 1200
 230 hours, unless loading is commenced earlier, in which
 231 case the time shall count from commencement of loading.
 232 Time occupied in moving to subsequent loading ports
 233 shall not count as loading time.

234 14.3 The cargo is to be loaded at the relevant rate
 235 stipulated hereunder as governed by the mean cargo
 236 quantity specified in Clause 7.1.

Cargo Quantity Per Shipment	Daily Loading Rate
Metric Tons	Metric Tons
Metric tons / % moloo	Metric Tons

242 All loading rates are on the basis per weather working
 243 day Saturday, Sunday, Holidays excepted even if used.

244 14.4 If the loading port is congested on Vessel's arrival at
 245 or off the first or sole port of loading or so near as
 246 she may be permitted to approach, Owners shall be
 247 entitled to give Notice of Readiness during ordinary
 248 office hours on arrival there, with the effect that
 249 laytime counts as if she were in berth and in all
 250 respects ready for loading. Actual time occupied in
 251 moving from place of waiting to loading berth not to
 252 count as laytime even if on demurrage. If after
 253 berthing the Vessel is found not to be ready in all
 254 respects to load, Notice of Readiness will not be valid

255 and time will not start to count until the Vessel has in
256 fact passed survey and is in all respects ready to
257 commence loading.

258 14.5 Any costs incurred by Shippers and/or Charterers as a
259 result of the Vessel failing survey including berth hire
260 and pre-ordered labour will be for account of Owners.
261 Where another vessel is waiting to occupy the loading
262 berth the Shippers and/or Charterers shall have the
263 right to order the failed vessel from the berth at
264 Owner's expense.

265 15 **WAITING FOR BERTH**

266 15.1 Once the Vessel has reached a place within the gazetted
267 limits of the Port, Notice of Readiness is to be
268 tendered and laytime is to begin to count in accordance
269 with the provisions of lines 213-223.

270 15.2 Subject to sub-clause 15.4 hereof if the Vessel is
271 prevented from entering the loading port(s) because the
272 loading berth or anchorage is not available, or on the
273 order of the Shippers or Charterers or any competent
274 official body or authority or as agreed between Owners
275 and Charterers and Owners warrant that the Vessel is
276 physically ready in all respects to load having passed
277 all surveys and inspections, the time spent waiting at a
278 usual waiting place within the gazetted limits of the
279 port or off the port shall count against laytime.

280 15.3 Such laytime shall count from the Vessel's arrival at
281 such usual waiting place (subject to Master's written,
282 telegraphic or telefax notice of arrival being given to
283 Shippers) and will continue to run in accordance with
284 this Clause until any of the aforesaid conditions cease
285 to be operative and the Vessel is so notified by
286 Charterers/Shippers or their Agents or any competent
287 authority.

288 15.4 If after entering the gazetted limits of the loading
289 port, the Vessel fails to pass inspections as per Clause
290 13 and requires more than four hours Saturday, Sundays
291 and Holidays included to pass such inspections from the
292 times of initial failure to pass, the time spent waiting
293 at the port as per lines 279-286 shall not count and the
294 provisions of lines 300-305 are not to apply, any delay
295 in commencing loading directly attributable to its
296 failure to pass initial inspections and any re-
297 inspections shall not count as laytime or time on
298 demurrage. Any additional costs incurred as a
299 consequence, including labour and berth hire are to be
300 or the Owners' account.

301 15.5 At first or sole loading port the cancelling date as per
302 sub-clause 8.1 shall be extended by the number of
303 running days Saturdays, Sundays and Holidays included
304 rounded to the nearest day spent waiting outside and
305 inside the gazetted limits of the port for berth in
306 accordance with the provisions of lines 269-278.

307 15.6 In the event that the Vessel is waiting for loading

- 308 berth, no laytime is to be deducted during such period
309 or reasons of weather unless that vessel occupying the
310 loading berth in question is actually prevented from
311 receiving grain due to weather conditions in which case
312 time so lost is not to count unless the Vessel is on
313 demurrage.
- 314 15.7 Time occupied in moving from place of waiting to loading
315 berth shall not count as laytime.
- 316 15.8 Should the Port Authority or Grain Handling Authority at
317 the loading port order that the Vessel be loaded during
318 overtime hours, (including Saturdays, Sundays and
319 Holidays) then all additional costs are to be borne 50%
320 by the Owners of the Vessel, and 50% by the Shippers,
321 except officers' and crew's overtime which shall be for
322 Owner's account.
- 323 15.9 Owners guarantee vessel is fully fitted and maintained
324 in accordance with applicable Australian Law and
325 Regulations and the law, regulations and requirements of
326 its country of Registry and Classification which may be
327 in force and applying to such vessels for the duration
328 of this Charter party, same to include but not be limited
329 to full compliance with International Safety Management
330 (ISM) requirements under SOLAS, suitable hold ladders
331 and compliance with all requirements for the carriage of
332 bulk grain without bagging, strapping or securing.
- 333 15.10 If separations other than by Vessel's natural
334 compartments for bulk cargo are required the cost of
335 such separations shall be paid by the party requiring
336 same. Such separations shall be of a nature and
337 standard as directed by the Charterers or Shippers. Any
338 part or completion cargo to be carried must be stowed
339 separately from the Charterers' cargo and stowed in a
340 manner acceptable to the Charterers.
- 341 15.11 The Shippers/Charterers or their agents shall have the
342 right of sending the cargo alongside continuously and
343 the Vessel and Owners shall be bound to proceed with the
344 loading, the Owners paying all overtime in connection
345 with the actual taking aboard from alongside and stowage
346 of the cargo.
- 347 15.12 If at any load port(s) Vessel is to load any other cargo
348 which is not covered and/or related to this
349 Charterparty, such other cargo is to be loaded (unless
350 otherwise instructed by the Charterers) prior to the
351 grain cargo stipulated in Clause 2 hereof and time is
352 not to count. Vessel is not entitled to present Notice
353 of Readiness to Charterers in accordance with this
354 Clause, before having completed loading of any other
355 cargo in the same port(s).
- 356 16 **DEMURRAGE AND DESPATCH (LOADING)**
- 357 16.1 Should the Vessel not be loaded at the relevant rate
358 stipulated, in Clause 14.3 hereof for total B/L quantity
359 loaded demurrage shall be paid at the rate set out in
360 Box 19 per running day, and pro rata for any part of a

361 day. For all laytime saved at port or ports of loading,
362 despatch money shall be paid by the Owners to the
363 Charterers on completion of loading at the rate of one
364 half of the above rate of demurrage. Charterers shall
365 have the right to deduct any provisional despatch
366 earnings from freight payments.

367 17 **STEVEDORES**

- 368 17.1 The cost of any stevedoring to Vessel's side shall be
369 for the account of the Charterers.
- 370 17.2 The cost of all other stevedoring including any overtime
371 required for the loading and trimming of the cargo is
372 for the account of the Owners.
- 373 17.3 The Charterers/Shippers shall appoint the stevedore on
374 behalf of the Owners and the cost thereof shall not
375 exceed the current rates for first class stevedore work
376 in that port. It shall be the responsibility of the
377 Owners to make payment direct to the stevedores and
378 Charterers will endeavour to assist Owners in attempting
379 to resolve any disputes between Owners and stevedores,
380 but Charterers are not to be responsible for any such
381 stevedores claims and costs in relation thereto.
- 382 17.4 The stevedores at the discharge port or ports to be
383 appointed and employed by the party set out in Box 15.
- 384 17.5 The cargo shall be stowed under the supervision and
385 direction of the Master. Cargo to be loaded, stowed and
386 spout trimmed at the expense of the Charterers/
387 Shippers. Cargo to be discharged free of
388 risk and expense to the vessel.

389 18 **AGENTS**

- 390 18.1 At the port or ports of loading the Vessel shall be
391 consigned to the Charterers'/Shippers' Agents as set out
392 in Box 17 or their nominees at a fee set out in Box 17,
393 payable once only per load port. Such agency shall be
394 for Owners' account.
- 395 18.2 At the port or ports of discharge the Vessel shall be
396 consigned to the Charterers'/Shippers' Agents as set out
397 in Box 18 Owners paying customary fees.
- 398 18.3 Owners to make available the necessary funds for
399 estimated Disbursements to the nominated shipping agents
400 prior to the Vessel's arrival at the first load port. If
401 Owners fail to make payment of these funds, Charterers
402 have the option of withholding the estimated or actual
403 Disbursement from the Freight Payment due under Clause
404 10. Owners are not to endorse or withhold Bills of
405 Lading for any of the foregoing reasons.

406 19 **BILL OF LADING**

- 407 19.1 Without prejudice to this Charter party, the Master shall
408 sign onboard Bills of Lading for the cargo, in the form
409 attached to this Charter party with freight and all

410 terms, conditions, clauses and exceptions as per this
411 Charter party.

412 19.2 Owners shall release signed onboard Bills of Lading to
413 Shippers upon completion of loading, and, if required by
414 Shippers, at each loading port.

415 19.3 Bills of Lading to be claused as set out in Box 20.

416 20 **STRIKES**

417 20.1 If the cargo cannot be loaded by reason of Riots, Civil
418 Commotions or of a Strike, Workban, industrial dispute
419 of any description, or any Lock-out of any class of
420 workmen essential to the berthing of the Vessel or to
421 the loading of the cargo, or by reason of obstructions
422 or stoppages beyond the control of the
423 Charterers/Shippers caused by Riots, Civil Commotions or
424 a Strike, Workban, industrial dispute of any
425 description, or any Lock-out on the Railways or Road
426 Transport or in the Docks or other places, or if the
427 cargo cannot be discharged by reason of Riots, Civil
428 Commotions, of a Strike, Workban, industrial dispute of
429 any description, or any Lock-out of any class of workmen
430 essential to the discharge, the time for loading and
431 discharging, as the case may be, shall not count during
432 the continuance of such causes unless the Vessel is
433 already on demurrage, provided that a Strike, Workban,
434 industrial dispute of any description, or any Lock-out
435 of the cargo receivers' men shall not prevent demurrage
436 accruing if by the use of reasonable diligence they
437 could have obtained other suitable labour. Save for the
438 rights which the Charterers may be entitled to pursuant
439 to Clause 11 hereof in the case of any delay by reason
440 of the before mentioned causes, or as a consequence
441 thereof no claim for damages or demurrage respectively
442 shall be made by the Shippers or the Charterers or
443 Receiver of the cargo or Owners of the Vessel.

444 21 **ORDERS FOR DISCHARGE**

445 21.1 Master to apply to the party set out in Box 22 for
446 orders for the first or sole discharging port, by radio
447 and orders are to be given, by radio, within the time
448 set out in Box 22.

449 21.2 When applying for discharging port orders, Master to
450 give his actual position and average speed in fair
451 weather. On receipt of discharging port orders, Master
452 to radio the party set out in Box 22 his ETA at first or
453 sole discharging port:

454 (i) within 10 days approximately;

455 (ii) within 72 hours approximately;

456 (iii) within 24 hours approximately,

457 and will keep that party advised of any subsequent
458 alterations of his ETA. Orders for discharge at a
459 second port, if any, unless given earlier, shall be

- 460 given prior to arrival at the first port of discharge.
461 For any detention waiting for orders, the Charterers
462 shall pay to the Vessel demurrage at the rate set out in
463 Box 23.
- 464 21.3 If the Vessel discharges at more than one port the
465 discharging ports shall be in geographical (mileage)
466 rotation from the port where the first discharging port
467 orders are given.
- 468 22 **SHIFTING BERTHS (DISCHARGE)**
- 469 22.1 Charterers have the option of ordering the Vessel to
470 discharge at a second wharf or berth at each discharging
471 port at Owners' expense.
- 472 23 **ADDITIONAL DISCHARGING PORT OPTIONS**
- 473 23.1 Cargoes governed by this Charter party are to be
474 considered as full and complete cargoes. In the event
475 Owners have the possibility of securing additional cargo
476 Over and above what is covered by this Charter Party such
477 Port cargo(es) may be loaded subject to the expense
478 agreement in writing of the Charterers and on conditions
479 acceptable to it. Charterers shall have the right to
480 assign this Charter Party or any space net used by them
481 on the vessel or to sub-charter same to others with the
482 approval of the Owners, which approval shall not be
483 unreasonably withheld.
- 484 24 **TIME FOR DISCHARGING**
- 485 24.1 Laytime at the first port of discharge shall commence 24
486 hours after tendering notice of readiness, if notice of
487 readiness is validly tendered in writing or by
488 electronic communication by the Master or vessel's agent
489 during ordinary office hours between 0800 hours and 1700
490 hours Monday to Friday whether in port or not (WIPON),
491 whether in berth or not (WIBON) at the port (s) of
492 discharge, or so near there unto as the vessel may be
493 permitted to approach. Time from 1700 hours Friday
494 Saturday, Sundays and Holidays or from 1200 hours
495 preceding an official holiday until 0800 hours next
496 working day not to count.
- 497 If a suitable discharging berth is not available on
498 vessel's arrival at or off the discharging port, the
499 vessel or her agents shall be entitled to give notice of
500 readiness on arrival at the anchorage place, whether
501 within or outside of the commercial limits of the port,
502 whether in free pratique or not (WIFPON) and whether
503 entered at the customs or not (WICCON). Time occupied in
504 moving from place of waiting to discharging berth shall
505 not count as lay time even if on demurrage.
- 506 At the second port of discharge, if any, laytime shall
507 commence upon arrival at the discharge port berth or so near
508 as she may be permitted to approach.
- 509 If after berthing the vessel is found not to be ready in
510 all respects to discharge, the actual time lost from

514 discovery thereof until the vessel is in fact ready to
515 discharge shall not count as laytime.

516 Freight to be paid to Owners bank account 95pct within 3
517 banking days after signing releasing original Bills of
518 Lading. Balance of freight to be settled along with
519 demurrage/despatch invoice within maximum 30 days of
520 vessel completing discharge.

521
522 Bill/s of Lading to be endorsed "Freight Prepaid"
523 against receipt of full freight and Owners to allow
524 Bills to include Letter of Credit references as required
525 by Shipper.

526
527 24.2 If at any discharge port(s) Vessel is to discharge any
528 other cargo which is not covered and/or related to this
529 Charterparty, such other cargo is to be discharged
530 (unless otherwise instructed by the Charterers) before
531 the cargo stipulated in clause 2 hereof. Vessel is not
532 entitled to present Notice of Readiness to Charterers
533 before having completed the discharge of any other cargo
534 in the same port(s).

535
536 24.3 If cargo is to be carried as a part cargo , Charterers'
537 cargo is not to be discharged while other cargo is being
538 worked without the express, permission of the Receivers.
539

540 25 **DISCHARGING RATE**

541 25.1 Cargo is to be discharged free of expense to the Owner
542 at the average rate set out in Box 24.

543 26 **LIGHTERAGE**

544 26.1 Should the Vessel be ordered to discharge at a place to
545 which there is not sufficient water for her to get the
546 first tide after arrival without lightening and lie away
547 afloat, discharging time shall count from 48 hours after
548 her arrival at a safe anchorage for similar vessels
549 bound for such place, and lighterage incurred to enable
550 the Vessel to reach the place of discharge shall be at
551 the risk and expense of the Receiver of the cargo, any
552 custom of the port or place to the contrary notwithstanding,
553 but time occupied in proceeding from the
554 anchorage to the place of discharge shall not count.

555 This clause and the words "or so near thereinto as
556 vessel can safely get" in Clause 4 and "or so near
557 thereinto as she may be permitted to approach" in Clause
558 24, shall not apply to named ports in this sub-clause.

559 27 **DEMURRAGE AND DESPATCH (DISCHARGE)**

560 27.1 Should the Vessel not be discharged at the rate set out
561 in Box 24 demurrage shall be paid at the rate set out in
562 Box 23 per running days and pro rata for any part of a
563 day. For all laytime saved despatch money shall be paid
564 at the rate set out in Box 23. Despatch money, if any,
565 at discharging port or ports shall be calculated on the
566 basis of a weather working day of 24 consecutive hours,
567 but any time lost on a working day owing to weather
568 conditions shall not count provided work is actually

- 569 stopped or prevented thereby.
- 570 27.2 Demurrage or despatch, if any, at discharging port or
571 ports shall be paid within 15 days of completion of
572 discharge and the cargo shall be treated as a whole.
- 573 27.3 Laytime at port(s) of loading and discharging to be non-
574 reversible.
- 575 28 **GEAR CLAUSE**
- 576 28.1 If required by Charterers/Shippers/Receiver at any time,
577 the Master is to give free use of the Vessel's cranes,
578 winches and gear, also power to drive same, runners,
579 ropes and slings as on board and crane drivers/winchman
580 from the crew. If shore regulations do not permit the
581 crew to work cranes or winches then shore labour to be
582 employed for the account of party ordering same. Any
583 time lost by reason of breakdown of cranes, winches,
584 power, lights or other required ships equipment to be
585 deducted from laytime pro rata to number of hatches
586 affected. Any extra discharging expenses incurred owing
587 to such breakdown or breakdowns to be for Owners'
588 account.
- 589 29 **OPENING HATCHES**
- 590 29.1 At both loading and discharging ports, the Vessel to
591 arrange the opening and closing of hatches in order to
592 prevent damage to the cargo.
- 593 29.2 The Vessel is to present for loading and discharging
594 with hatches open, and is to be in all respects ready to
595 receive/discharge cargo, weather and port regulations
596 permitting.
- 597 29.3 The opening and closing of the hatches is always for
598 Owners' time and account.
- 599 30 **OVERTIME (DISCHARGING)**
- 600 30.1 Overtime at the discharging port or ports to be for
601 account of party ordering it. If overtime is ordered by
602 Port Controller, Elevator Authority or the Receiver,
603 then additional costs are to be borne 50% by the Owners
604 of the Vessel, and 50% by the Receiver, except officers'
605 and crew's overtime which shall be for Owners' account.
- 606 31 **SUPERVISING CARGO**
- 607 31.1 The Charterers/Shippers/Receiver or its/their Agents
608 shall have the right of being on board the Vessel whilst
609 at loading port and/or discharging port for the purpose
610 of inspecting the cargo, checking the weights, and
611 supervising their interests.
- 612 32 **BUNKERING**
- 613 32.1 Before loading the Vessel shall have the right of
614 proceeding to and bunkering at any usual bunkering port
615 in Australia and/or of bunkering at the loading port.

616 After loading the Vessel shall have liberty as part of
617 the contract voyage to bunker at the loading port and/or
618 proceed to any port or ports at which bunker oil is
619 available for the purposes of bunkering at any stage of
620 the voyage whatsoever and whether such ports are on or
621 off the direct and/or customary route or routes between
622 any of the ports of loading or discharge named in this
623 Charterparty and may there take bunkers in any quantity
624 in the discretion of Owners even to the full capacity of
625 fuel tanks and deep tanks and any other compartment in
626 which bunkers can be carried whether such amount is or
627 is not required for the chartered voyage.

628 **33 OIL POLLUTION**

629 33.1 The Owners agree to indemnify the Charterers, their
630 Agents, or any other party against any liability which
631 may be imposed on them or which they may incur under any
632 Statute or at Common Law regarding liability for
633 pollution of navigable waters by oil, by reason of any
634 contravention of such statute by the vessel, Owners, the
635 Master or any servant or agent of the Owners. The
636 Owners warrant that for the duration of this voyage as
637 contained in this Charterparty the Vessel is entered in
638 the P and I Association set out in Box 10 with cover for
639 liabilities arising out of any contravention as
640 aforesaid and has a current CLC Certificate issued
641 pursuant to the International Convention on Civil
642 Liability for Oil Pollution Damage 1969 and current
643 certificates with respect to oil pollution issued under
644 the applicable ISM code.

645 33.2 No liability for demurrage shall arise from any delay or
646 loss of time to the Vessel at the port of loading and/or
647 discharge caused by any such contravention nor shall any
648 time lost by any such contravention count when
649 calculating despatch. Similarly no liability for
650 demurrage shall arise nor any time lost count in the
651 event of any delay to or detention of the vessel arising
652 from the arrest or detention of any description of the
653 vessel as a result of the Owners' operation thereof. In
654 the event of any such delay or detention Charterers have
655 the right to demand onboard Bills of Lading for the
656 cargo quantity already loaded onboard the Vessel.

657 **34 EXCEPTIONS, AUSTRALIAN C.O.G.S.A.**

658 34.1 The provisions of the International Brussels Convention
659 signed at Brussels on 23rd February, 1968 ("the Hague
660 Visby Rules") as incorporated in the Australian Carriage
661 of Goods by Sea Act 1991 and the Australian Carriage of
662 Goods by Sea Act 1991 are to apply to this Charterparty
663 and to the Bills of Lading issued hereunder. The
664 provisions of the Hague Visby Rules and the Australian
665 Carriage of Goods by Sea Act 1991 shall apply without
666 prejudice to this Charterparty and shall not in any way
667 limit or derogate therefrom.

668 34.2 This Charterparty shall be deemed to be a contract for

669 the carriage of goods by sea and no regard shall be had
 670 to Articles 1 and 5 of Schedule 1 of the Hague Visby
 671 Rules.

672 35 **LIBERTIES**

673 35.1 The Vessel shall also have liberty to sail without
 674 pilots, to call at any port or ports on the way for
 675 fuel, supplies, or any reasonable purpose, to tow and be
 676 towed and to assist vessels in distress, all as part of
 677 the contract voyage.

678 36 **WAR (PROHIBITION OF EXPORT)**

679 36.1 If the nation under whose flag the Vessel sails shall be
 680 at war whereby the free navigation of the Vessel is
 681 endangered, or in case of blockade of, or prohibition of
 682 export from the loading port, or United Nations
 683 resolution which has the effect of preventing loading or
 684 export of the cargo this Charterparty shall be null and
 685 void at the last outward port of delivery or at any
 686 subsequent period when the difficulty may arise, prior
 687 to cargo being shipped.

688 37 **WAR RISK CLAUSE**

689 37.1 No Bills of Lading to be signed for any blockaded port
 690 and if the port of discharge be declared blockaded after
 691 Bills of Lading have been signed, or if the port to
 692 which the ship has been ordered to discharge either on
 693 signing Bills of Lading or thereafter be one to which
 694 the Vessel is or shall be prohibited from going by the
 695 Government of the Nation under whose flag the Vessel
 696 sails or by any other Government, the Owners shall
 697 discharge the cargo at any other port covered by this
 698 Charterparty as ordered by the Charterers (provided such
 699 other port is not a blockaded or prohibited port as
 700 abovementioned) and shall be entitled to freight as if
 701 the Vessel had discharged at the port or ports of
 702 discharge to which she was originally ordered.

703 37.2 The Vessel shall have liberty to comply with any orders
 704 or directions as to departure, arrival, routes, ports of
 705 call, stoppages, destination, delivery or otherwise
 706 howsoever given by the Government of the Nation under
 707 whose flag the Vessel sails or any department thereof,
 708 or by any other Government or any Department thereof, or
 709 any person acting or purporting to act with the
 710 authority of such Government or of any department
 711 thereof, or by any Committee or person having, under the
 712 terms of the War Risks Insurance on the Vessel, the
 713 right to give such orders or directions and if by reason
 714 of non compliance with any such orders or directions
 715 anything is done or is not done, the same shall not be
 716 deemed a deviation, and delivery in accordance with such
 717 orders or directions shall be a fulfillment of the
 718 contract voyage and the freight shall be payable
 719 accordingly.

720
 721 War risk premium, if any, to be for Owners' account.

- 722 38 **SUB-LETTING**
- 723 38.1 The Charterers shall have the right to sub-charter the
724 whole or part of the Vessel, but shall remain
725 responsible for the due fulfilment of this Charterparty.
- 726 39 **CESSER CLAUSE**
- 727 39.1 The Charterers' liability under this Charterparty shall
728 cease, except as regards payment of freight, deadfreight
729 and demurrage upon completion of loading (provided it is
730 worth the freight, deadfreight and demurrage, upon
731 arrival at port of discharge), the Owners or their Agent
732 having an absolute lien over the cargo for freight,
733 deadfreight and demurrage at port or ports of discharge.
- 734 40 **GENERAL AVERAGE AND NEW JASON CLAUSE**
- 735 40.1 General average, if any, shall be adjusted and settled
736 according to the York-Antwerp Rules 1994 at the place
737 set out in Box 21, but where the adjustment is made in
738 accordance with the law and practice of the United
739 States of America, the following clause shall apply:
- 740 **"NEW JASON CLAUSE"**
- 741 In the event of accident, danger, damage or disaster
742 before or after the commencement of the voyage,
743 resulting from any cause whatsoever, whether due to
744 negligence or not, for which, or for the consequence of
745 which, the carrier is not responsible, by statute,
746 contract or otherwise, the goods, shippers, consignees
747 or owners of the goods shall contribute with the carrier
748 in general average to the payment of any sacrifices,
749 losses or expenses of a general average nature that may
750 be made or incurred and shall pay salvage and special
751 charges incurred in respect of the goods.
752 If a salvaging ship is owned or operated by the carrier,
753 salvage shall be paid for as fully as if the said
754 salvaging ship or ships belonged to strangers. Such
755 deposit as the carrier or his agents may deem sufficient
756 to cover the estimated contribution of the goods and any
757 salvage and special charges thereon shall, if required,
758 be made by the goods, shippers, consignees or owners of
759 the goods to the carrier before delivery."
- 760 41 **BOTH TO BLAME COLLISION CLAUSE**
- 761 41.1 If the liability for any collision in which the Vessel
762 is involved while performing this Charter party, falls to
763 be determined in accordance with the laws of the United
764 States of America, the following clause shall apply:-
765 "If the ship comes into collision with another ship
766 as a result of the negligence of the other ship and
767 any act, neglect or default of the Master, mariner,
768 pilot or the servants of the carrier in the
769 navigation or in the management of the ship,
770 the Owners of the goods carried hereunder will indemnify
771 the carrier against all loss of liability to the
772 other or non-carrying ship or her Owners in so far
773 as such loss or liability represents loss of or

774 damage to or any claim whatsoever of the Owners of
775 the said goods, paid or payable by the other or non
776 - carrying ship or her owners to the Owners of the
777 said goods and set off, recouped or recovered by the
778 other or non-carrying ship or her Owners as part of
779 their claim against the carrying ship or carrier
780 The foregoing provisions shall also apply where the
781 Owners, Operators or those in charge of any ship or
782 ships or objects other than, or in addition to, the
783 colliding ships or objects are at fault in respect
784 to a collision or contact.

785 **42 ADDRESS COMMISSION**

786 42.1 The commission set out in Box 25 upon the gross freight
787 and deadfreights (if any) and demurrage (if any) is due
788 by the Owners to the Charterers, on the completion of
789 loading (at the last loading port, if more than one) and
790 shall be deducted from the freight payable under this
791 Charterparty. If the Vessel is lost on passage between
792 loading ports, then in lieu of the foregoing, the
793 commission set out in Box 25 upon the freight on the net
794 Bill of Lading weight of the cargo already shipped shall
795 be paid by the Owners to the Charterers on the basis
796 aforesaid.

797 **43 BROKERAGE**

798 43.1 Brokerage on freight and deadfreight is due upon
799 shipment of cargo to the party set out in Box 26 and may
800 be deducted from payment of freight.

801 **44 ARBITRATION**

802 44.1 Any dispute arising under or in respect of this
803 Charterparty or any Bill of Lading issued hereunder
804 shall be settled by Arbitration at the capital city of
805 the Australian State or Territory in which the Vessel
806 loads, pursuant to the Australian International
807 Arbitration Act 1974 as amended and the UNCITRAL Model
808 Law 1985 therein incorporated, each party appointing an
809 Arbitrator and the two Arbitrators in the event of
810 disagreement appointing an Umpire whose decision shall
811 be final and binding upon both parties hereto. For the
812 purpose of enforcing any award this agreement may be
813 made a Rule of Court.

814 44.2 Any claim must be made in writing and claimant's
815 Arbitrator appointed within six months of the Vessel's
816 arrival at final port of discharge, otherwise claims
817 shall be deemed to be waived.

818 **45 DAMAGES**

819 45.1 Any entitlement of the Owners for non-performance of
820 this Charterparty shall be proved damages not exceeding
821 the estimated amount of freight.

- 822 46 **DUES AND TAXES**
- 823 46.1 At both loading and discharging port(s) dues and/or
 824 taxes on the Vessel and/or freight including Australian
 825 Freight Tax, and/or fuel excise, if any, as well as
 826 normal port charges to be for Owners' account. Dues
 827 and/or taxes on cargo, if any, to be for Shippers'
 828 account at loading port (s) and for receivers' account
 829 at discharge.
- 830 47 **INSURANCE**
- 831 47.1 Owners warrant that they are entered against P and I,
 832 strike and defence risks with a member of the
 833 international group of P and I clubs for the duration of
 834 the charter.
- 835 47.2 Extra insurance, if any on the Vessel and/or cargo on
 836 account of the Vessel's age, flag, classification or
 837 ownership to be for Owners' account.
- 838 48 **MINIMUM VESSEL REQUIREMENTS**
- 839 48.1 The Owners warrant that the Vessel nominated complies
 840 with the following and that they will provide the
 841 specified information and verification required in
 842 writing within one working day after receipt of official
 843 nomination:
- 844 (1) Name of vessel / Flag
 845 (2) Previous name of vessel (if any)
 846 (3) Maximum age 15 years - Year and Country of build
 847 (4) Head Owners (as in registry certificate) full
 848 style
 849 (5) Disponent Owners full style
- 850 (6) Classed Lloyds 100A1 or a member of IACS or
 851 equivalent as per Institute Classification
 852 Clause
 853 (7) Owners P&I club, including date of expiry and
 854 insured H&M value
 855 (8) DWT, GRT/NRT, Draft, LOA, Beam
 856 (9) Grain fitted with vessel cleanliness, suitable
 857 for the carriage of bulk grain
 858 (10) Number of Holds/Hatches, including dimensions of
 859 hatch openings and individual grain cubics
 860 (11) Fitted with folding steel hatch covers
 861 (12) Geared or gearless in Owners' option
 862 (13) Single deck self trimming bulk carrier
 863 (14) Engine/Bridge aft
 864 (15) Suitable for grab discharge
 865 (16) Capable of loading grain in accordance with
 866 SOLAS 1974
 867 (17) No beams, centre line bulk heads or obstructions
 868 in holds
 869 (18) Vessels full itinerary upon completion of
 870 loading charters cargo
 871 (19) Last three cargoes carried, including load and
 872 discharge ports
 873 (20) Date of last Australian voyage and AMSA
 874 findings, if any

- 875 (21) Date of last annual survey
876 (22) Date of special survey
877 (23) Date of last gear survey
878 (24) Written guarantee hat Master's and officers'
879 certificate are in order by a competent
880 authority
881 (25) The applicable ISM code and certification
882 including a valid Document of Compliance and a
883 valid Safety Management Certificate under
884 chapter IX of SOLAS
- 885 48.2 Owners to nominate performing vessel latest 12 days
886 prior to ETA loadport.
- 887 48.3 Notwithstanding Clauses 2.1 and 4.1 hereof the Vessel
888 must be physically able to comply with and accommodate
889 the restrictions and features at each of the nominated
890 load/discharge ports. This shall include, but not be
891 limited to, adequate draft, safely getting and remaining
892 under the loading/discharging facilities, arriving,
893 berthing, and sailing to and from the berth(s) on
894 prevailing tides and water depths. It shall be the
895 responsibility of the Owners and Master to satisfy
896 themselves as to the suitability and safety of the
897 nominated load and discharge ports and the ability to
898 safely reach and depart same.
899 Any costs associated with the Vessel not being able to
900 comply with and accommodate any restrictions and
901 features at both load and discharge ports shall be for
902 Owners' account.
- 903 49 **FORCE MAJEURE**
- 904 49.1 Charterers shall be under no liability to Owners for any
905 delay or failure in performance of any of its
906 obligations under this contract nor shall laytime count
907 nor shall any other time thereby lost count against
908 Charterers whether the vessel(s) is already on demurrage
909 or otherwise, if such delay or failure is due to or
910 results directly or indirectly from war or the
911 anticipated imminence thereof between any nations,
912 restraint of rulers, governments or peoples,
913 legislations, decrees, orders, regulations or the like
914 by the government of the country of shipments or
915 discharge or any port or waterway where the Vessel may
916 from time to time be or of the Vessel's flag, blockade,
917 sanctions, civil commotion, boycott, lockouts,
918 industrial disturbances or any effects whatsoever
919 thereof, combinations of seamen or workmen, accidents or
920 stoppages, mechanical or electrical breakdowns whether
921 partial or total at ports, railways, roadways,
922 waterways, ropeways or other means of transport,
923 epidemics, quarantine, acts of god, inclement weather
924 (including but not limited to droughts, frosts, tropical
925 revolving storms, high winds, floods, snow storms, heavy
926 rain, tempest or washaways), security of labourers or
927 labour ordered but not available, congestion at the load
928 port or discharging port(s) resulting from any of the
929 above causes or any other event or occurrence of any
930 nature or of any kind whatsoever beyond the reasonable
931 control of the Charterers including any delay or failure

932 resulting directly or indirectly from the consequences
933 of such event or events after they have ceased to
934 operate. Stoppages of any part of the works from which
935 the cargo is supplied, including loading and/or
936 discharging installation and/or equipment, or from
937 inability or inefficiency of the Vessel to load or
938 discharge, the laydays not to count during the period of
939 such delay or hindrance and demurrage not to accrue.
940

941 **50. ISPS CLAUSE**

- 942
- 943 (a) (i) From the date of coming into force of the
944 International Code for the Security of Ships and of Port
945 Facilities and the relevant amendments to Chapter XI of
946 SOLAS (ISPS Code) in relation to the Vessel, the Owners
947 shall procure that both the Vessel and "the Company" (as
948 defined by the ISPS Code) shall comply with the
949 requirements of the ISPS Code relating to the Vessel and
950 "the Company". Upon request the Owners shall provide a
951 copy of the relevant International Ship Security
952 Certificate (or the Interim International Ship Security
953 Certificate) to the Charterers. The Owners shall provide
954 the Charterers with the full style contact details of the
955 Company Security Officer (CSO).
- 956
- 957 (ii) Except as otherwise provided in this Charter Party,
958 loss, damage, expense or delay, excluding consequential
959 loss, caused by failure on the part of the Owners or "the
960 Company" to comply with the requirements of the ISPS Code
961 or this Clause shall be for the Owners' account.
- 962
- 963 (b) (i) The Charterers shall provide the CSO and the Ship
964 Security Officer (sso)/master with their full style
965 contact details and any other information the Owners
966 require to comply with the ISPS Code.
- 967
- 968 (ii) Except as otherwise provided in this Charter
969 Party, loss, damage, expense, excluding consequential
970 loss, caused by failure on the part of the Charterers to
971 comply with this Clause shall be for the Charterers'
972 account and any delay caused by such failure shall be
973 compensated at the demurrage rate.
- 974
- 975 (c) Provided that the delay is not caused by the Owners'
976 failure to comply with their obligations under the ISPS
977 Code, the following shall apply:
- 978
- 979 (i) Notwithstanding anything to the contrary provided in
980 this Charter Party, the Vessel shall be entitled to
981 tender Notice of Readiness even if not cleared due
982 to applicable security regulations or measures
983 imposed by a port facility or any relevant authority
984 under the ISPS Code.
- 985
- 986 (ii) Any delay resulting from measures imposed by a port
987 facility or by any relevant authority under the ISPS
988 Code shall count as laytime or time on demurrage if
989 the Vessel is on laytime or demurrage. If the delay
990 occurs before laytime has started or after laytime

- 991 or time on demurrage has ceased to count, it shall
992 be compensated by the Charterers at the demurrage
993 rate.
- 994
- 995 (d) Notwithstanding anything to the contrary provided in this
996 Charter Party, any additional costs or expenses
997 whatsoever solely arising out of or related to security
998 regulations or measures required by the port facility or
999 any relevant authority in accordance with the ISPS Code
1000 including, but not limited to, security guards, launch
1001 services, tug escorts, port security fees or taxes and
1002 inspections, shall be for the Charterers account, unless
1003 such costs or expenses result solely from the Owners'
1004 negligence. All measures required by the Owners to comply
1005 with the Ship Security Plan shall be for the Owners'
1006 account.
- 1007
- 1008 (e) If either party makes any payment which is for the other
1009 party's account according to this Clause, the other party
1010 shall indemnify the paying party.

It is understood that Additional Clauses to inclusive are incorporated in this Charter party.

OWNERS

CHARTERERS