



BIMCO

CEMENTVOY 2006

VOYAGE CHARTER PARTY FOR THE
TRANSPORTATION OF BULK CEMENT

PART I

1. Shipbroker	2. Place and date of Contract Geneva,		
3. Owners/Place of Business (full name, postal address and contact details) (Preamble)	4. Charterers/Place of Business (full name, postal address and contact details) (Preamble and Cl. 11)		
VESSEL AND CARGO			
5. Vessel's name (Preamble)	6. Vessel type (state either Conventional Bulk Carrier (Annex A) or Specialised Cement Carrier (Annex B))		
7. Cargo (description of cargo and quantity; also state margin in Owners' favour) (Preamble)	8. Loading port or place (Preamble)	9. Discharging port or place (Preamble)	
LOADING PROVISIONS			
10. Laydays date (Cl. 2)	11. Cancelling date (Cl. 3)		
12. Advance notices (loading) (state number of days prior ETA) (Cl. 4(a))	13. Cargo Intake/Stowage Plan Declaration (state number of days prior arrival) (Cl. 4(d))		
14. Notice of Readiness (loading) (state 5(a) or 5(b)) (Cl. 5)	15. Office hours (loading) (state office hours if different from Cl. 5(b))	16. Demurrage rate (loading) (Cl. 16(a))	17. Despatch money (loading) (Cl. 16(a)) (state "yes" or "no" as applicable)
18. Method of Loading (Cl. 1 and Cl. 8) (i) Method (state 8(a), 8(b)(i), 8(b)(ii), 8(b)(iii), 8(c)(i) or 8(c)(ii)) (ii) If 8(b)(ii) or (iii) agreed, also state number of centre line holes and diameter (in mm) (iii) If 8(c)(ii) agreed, also state maximum number of crane hours per day	19. Loading rate (Cl. 8, 9 and 41) (i) state 9(a) or 9(b) (ii) state rate (metric tons)		
DISCHARGING PROVISIONS			
20. Advance notices (discharging) (Cl. 11)			
21. Notice of Readiness (Cl. 12) (discharging) (state 12(a) or 12(b))	22. Office hours (discharging) (Cl. 12) (state office hours if different from Cl. 12)	23. Demurrage rate (discharging) (Cl. 16(b))	24. Despatch money (discharging) (Cl. 16(b)) (state "yes" or "no" as applicable)
25. Method of Discharging (Cl. 14) (i) Method (state 14(a), 14(b)(i) or 14(b)(ii)) (ii) If 14(b)(ii) agreed, also state maximum crane hours per day	26. Discharging rate/take away rate (Cl. 13, 14, 41, 44 and 45) (i) state 13(a) or 13(b) (ii) state rate (metric tons)		
FREIGHT PROVISIONS			
27. Freight rate (Cl. 25)	28. Freight payment (Cl. 25) (i) state currency		

29. Taxes on freight (state by whom payable) (Cl. 26)	(ii) state method of payment (iii) state beneficiary, bank account and payment instructions
GENERAL PROVISIONS	
30. General average (state place) (Cl. 32(c))	31. Agency (Cl. 11 and Cl. 36) (i) state name and full contact details of agents at port(s) of loading
32. Brokerage commission and to whom payable (Cl. 38)	(ii) state name and full contact details of agents at port(s) of discharging
33. Dispute Resolution (state 39(a), 39(b) or 39(c); If 39(c) place of arbitration must be stated) (Cl. 39)	
34. Additional clauses, if any agreed	

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained in the Charter Party consisting of PART I including additional clauses, if any agreed and stated in Box 34 and PART II, and PART III if applicable, as well as Annexes "A" (Conventional Bulk Carriers), "B" (Specialised Cement Carriers) and "C" (Terminals). In the event of a conflict of conditions, the provisions of PART I and any additional clauses as well as Annexes "A", "B" and "C" shall prevail over those of PART II, and PART III if applicable, to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)

PART II

Conventional Bulk Carriers

Preamble

It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 (hereinafter referred to as "the Owners") and the party mentioned in Box 4 as Charterers (hereinafter referred to as "the Charterers") that:

The Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port or place stated in Box 8 or so near thereto as she may safely get and there load alongside the berth as nominated or allocated by the Charterers, where she can lie always safely afloat, a full and complete cargo as described in Box 7 which the Charterers bind themselves to ship, and being so loaded the Vessel shall with all reasonable despatch proceed to the discharging port or place stated in Box 9 as ordered on signing Bills of Lading or so near thereto as she may safely get, and there deliver the cargo alongside the berth as nominated or allocated by the Charterers, where she can lie always safely afloat.

VESSEL**1. Vessel**

- (a) The Owners shall exercise due diligence:
 - (i) before and at the beginning of the loaded voyage to make the Vessel seaworthy and in every way fit for the voyage and in the trade for which the Vessel is employed;
 - (ii) throughout the currency of this Charter Party to ensure that the Vessel and her Master and crew comply with all 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.
- (b) The Vessel shall be:
 - (i) classed as stated in Appendix A or B and the Owners warrant that this class shall be maintained throughout the currency of this Charter Party;
 - (ii) fully insured in respect of loss of or damage to the cargo by a Protection and Indemnity Club or liability underwriter as stated in Appendix A or B and the Owners shall provide, on request, evidence of such insurance;
 - (iii) insured for Hull and Machinery and basic War Risks purposes.
 - (iv) suitable for loading of the cargo in accordance with Clause 8 (Loading Methods and Costs) or Clause 43 (Loading) and capable of receiving the cargo at the rate (if any) specified in Box 19 and suitable for discharge in accordance with Clause 14 (Discharging Methods and Costs) or Clause 44 (Self-Discharge) at the rate (if any) specified in Box 26;
 - (v) equipped to meet the technical requirements if and as specified in Appendix A or B.

LAYDAYS DATE / CANCELLING DATE, etc.**2. Laydays Date etc.**

Laydays shall not commence before the date stated in Box 10. However, notice of readiness may be tendered before that date and notice time shall run forthwith.

3. Cancelling Date

(a) Should the Vessel not have tendered notice of readiness to load in accordance with Clause 5 (Notice of Readiness to Load and Counting of Laytime), by the cancelling date agreed in Box 11, the Charterers shall have the option of cancelling this Charter Party.

(b) Should Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay, stating the probable date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date.

The Charterers' option shall be declared within 2 working

1	days of receipt of such notice. If the Charterers do not	71
2	then exercise their option of cancelling, the second day	72
3	after the new date of readiness indicated in the Owners'	73
4	notice shall be regarded as the new cancelling date.	74

LOADING**4. Advance Notices**

- The Owners shall give the Charterers and their agents at the loading port (as per Boxes 4 and 31 (i) respectively) the following notices and information:
- (a) the number of day's notice of Estimated Time of Arrival ("ETA") as per Box 12;
 - (b) 7 days' notice of ETA together with approximate quantity of cargo required;
 - (c) 5/3/2/1 days notice of ETA; and
 - (d) the Master shall declare the quantity of cargo and a stowage plan in accordance with Clause 7 (Utilization of Holds and Hatches) as soon as practically possible but no later than the number of days stated in Box 13 prior to the arrival at the loading port.

5. Notice of Readiness to Load and Counting of Laytime

18	Notice of readiness shall not be tendered until the	89
19	Vessel is alongside the berth and in all respects ready	90
20	to load. However, should the berth be occupied or	91
21	should the Charterers or shippers prevent the Vessel	92
22	from proceeding to the berth after her arrival at or off the	93
23	port, notice of readiness may be tendered on arrival at	94
24	or off the port, whether in berth or not, whether in port	95
25	or not, whether in Free Pratique or not, and whether in	96
26	Customs Clearance or not. Actual time lost in obtaining	97
27	Free Pratique or Customs Clearance shall not count as	98
28	laytime.	99
29	(a) *Notice of readiness may be tendered at any time	100
30	of the day, night, unless otherwise agreed and stated	101
31	in Box 14, Sundays (or local equivalent) and holidays	102
32	included ("SHINC").	103
33	(b) *Notice of readiness may be tendered between	104
34	07.00 - 18.00 hours unless otherwise agreed and stated	105
35	in Box 15, Sundays (or local equivalent) and holidays	106
36	excluded ("SHEX").	107
37	Laytime shall commence 6 hours after such notice has	108
38	been tendered.	109
39	Time used in shifting from waiting place to the loading	110
40	berth shall not count as laytime. Time used before	111
41	commencement of laytime shall count as half time.	112
42	Laytime shall not count when the loading of cargo into	113
43	the Vessel under this Charter Party is prevented by	114
44	adverse weather conditions.	115
45	* Note: (a) and (b) are alternatives; indicate alternative	116
46	agreed in Box 14. If no alternative is stated in Box 14	117
47	then sub-clause (a) shall apply.	118
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6. Cleanliness of Vessel

53	At loading port before tendering notice of readiness, the	121
54	Owners and the Master shall ensure that the Vessel's	122
55	holds are clean and dry and in all respects suitable to	123
56	receive the cargo.	124
57	If, after tendering notice of readiness, the Vessel is	125
58	nevertheless found by the Charterers' Surveyor not to	126
59	be clean and dry, the time from the Vessel being found	127
60	not to be clean and dry until she is in fact clean and dry	128
61	shall not count as laytime or, if the Vessel is already on	129
62	demurrage, as time on demurrage. The Owners shall be	130
63	responsible for unavoidable standby charges for trucks,	131
64	railcars, barges and gangs incurred directly due to the	132
65	resulting delay in loading.	133
66	If, in the Owners' opinion, acceptance of the holds is	134
67	unreasonably withheld, the parties shall appoint jointly	135
68	an independent Surveyor whose decision shall be	136
69	final.	137
70	(a) If the independent Surveyor considers that the	138
	holds are insufficiently clean and dry to receive the	139
	cargo, then they shall be further cleaned and dried at the	140
		141

PART II

Conventional Bulk Carriers

Owners' expense and laytime shall cease to count from the time she is rejected by the Charterers' Surveyor until she is accepted by the independent Surveyor whose fees and expenses shall be paid by the Owners.	142	every shift required by the Charterers, subject to the maximum of crane hours per day as stated in Box 18(iii). The Charterers shall provide cargo to the Vessel's equipment at a rate equivalent to the loading rate stated in Box 19(ii) on the basis of which laytime allowed shall be calculated.	219
(b) If the independent Surveyor considers that the holds are sufficiently clean and dry to receive the cargo, his fees and expenses shall be borne by the Charterers and time to count as laytime.	143	However, if the Vessel is unable to achieve the loading rate stated in Box 19(ii) due to any reason under the Owners' control, such time lost shall not count as laytime or time on demurrage.	220
7. Utilization of Holds and Hatches	144	* Note: (a), (b)(i), (b)(ii), (b)(iii), (c)(i), and (c)(ii) are alternatives; indicate alternative agreed in Box 18(i).	221
If requested by the Charterers, the Owners shall distribute the cargo in the Vessel's holds utilizing the smallest possible number of holds but always subject to the Master's approval and only to the extent of the Vessel's trim and seaworthiness and the declared cargo quantity.	145	If no alternative is stated in Box 18(i) then Clause 8(a) shall apply.	222
8. Loading Methods and Costs	146		223
The Charterers shall ensure that when they load and spout-trim the Vessel, it shall be done in accordance with the Master's instructions. The Vessel shall be loaded using the method stated in Box 18 and further described below:	147		224
(a) *By Shore Equipment through open hatches.	148		225
- The Charterers shall load through open hatches and shall have the liberty of demanding that such hatches be opened only sufficiently to allow entry of the loading spout, but only to the extent made possible by the design of hatches. If the Charterers consider it necessary they shall provide tarpaulins or covers to be laid to cover the remainder of the opening, free of expense to the Owners and affixed in the Charterers' time.	149		226
(b) By Shore Equipment through holes in hatch covers.	150		227
(i) *Using existing holes - The Charterers shall make use of existing holes in each hatch cover for the introduction of loading equipment and for the escape of trapped air. The Owners warrant that the hatch cover of each hold into which cargo is to be loaded is fitted with the number and dimension (in mm) of holes as stated in Appendix A.	151		228
(ii) *Charterers cutting new holes - The Charterers shall cut the necessary number of holes in each hatch cover of the dimension (in mm) stated in Box 18(ii). All costs, risks and liabilities connected with the cutting, closing, welding or bolting of such holes, which shall be done under the supervision of a surveyor appointed by the Vessel's Classification Society, shall be borne by the Charterers and time shall count during such operations.	152		229
(iii) *Owners cutting new holes - The Owners shall cut the necessary number of holes in each hatch cover of the dimension (in mm) stated in Box 18(ii). All costs, risks and liabilities connected with the cutting, closing, welding or bolting of such holes, which shall be done under the supervision of a surveyor appointed by the Vessel's Classification Society, shall be borne by the Owners and time shall not count during such operations.	153		230
(c) By the Vessel's own cranes and grabs operated by:	154		231
(i) *Charterers' crane operators - The cargo shall be loaded into the Vessel's holds free of risk, liability and expense to the Owners by the Vessel's cranes and grabs, which shall be provided free of expense to the Charterers, at the rate as stated in Box 19(ii). In case of time lost due to breakdown or deficiency of the Vessel's gear or any other causes under the control of the Owners, the time so lost - pro rata the total number of cranes/grabs required at that time for the loading of cargo under this Charter Party - shall be added to the laytime allowed for loading.	155		232
(ii) *Owners' crane operators - The cargo shall be loaded into the Vessel's holds, at the Owners' risk, liability and expense, by the Vessel's cranes and grabs. The Owners shall provide the necessary crane operators for the loading of the Vessel for	156		
9. Rate of Loading	157		233
(a) *The cargo shall be loaded at the rate (in metric tons) as stated in Box 19(ii) per day of 24 consecutive hours, SHINC.	158		234
(b) *The cargo shall be loaded at the rate (in metric tons) as stated in Box 19(ii) per day of 24 consecutive hours, SHEX, unless used, in which event half time used shall count.	159		235
* Note: (a) and (b) are alternatives: Indicate alternative agreed in Box 19(i). If no alternative is stated in Box 19(i) then Sub-clause (a) shall apply.	160		236
10. Risk, Liability and Expense of Loading and Trimming	161		237
Unless otherwise stated in Clause 8 (Loading Methods and Costs), the cargo shall be loaded in accordance with applicable environmental regulations and spout-trimmed into the Vessel's holds, free of risk, liability and expense to the Owners.	162		238
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DISCHARGING			251
11. Advance Notices			252
On sailing from the loading port the Owners/Master shall give the Charterers and the agents at the discharging port (as per Boxes 4 and 31(ii) respectively) the following information:			253
(a) the date of departure;			254
(b) the bill of lading quantity;			255
(c) the number of holds utilized; and			256
(d) the Vessel's ETA at the discharging port.			257
Thereafter the Owners/Master shall give the Charterers and discharging port agents the notices of ETA as per Box 20.			258
12. Notice of Readiness to Discharge and Counting of Laytime			259
Notice of readiness shall not be tendered until the Vessel is alongside the berth and in all respects ready to discharge. However, should the berth be occupied or should the Charterers or receivers prevent the Vessel from proceeding to the berth after her arrival at or off the port, notice of readiness may be tendered on arrival at or off the port, whether in berth or not, whether in port or not, whether in Free Pratique or not, and whether Customs cleared or not.			260
(a) *Notice of readiness may be tendered at any time of the day, night, unless otherwise agreed and stated in Box 21, SHINC.			261
(b) *Notice of readiness may be tendered between 07.00 - 18.00 hours SHEX unless otherwise stated in Box 22.			262
Laytime shall commence 6 hours after such notice has been tendered.			263
Time used in shifting from the waiting place to the discharging berth shall not count as laytime. Time used before commencement of laytime shall count as half time.			264
Actual time lost in obtaining Free Pratique or Customs Clearance shall not count as laytime.			265
Laytime shall not count when the discharging of cargo from the Vessel is prevented by adverse weather			266
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conditions.	290	for loading.	362
* Note: (a) and (b) are alternatives; indicate alternative agreed in Box 21. If no alternative is stated in Box 21 then Sub-clause (a) shall apply.	291	If the Vessel has been on demurrage for 15 days or more and no cargo has been loaded, the Owners shall have the option of cancelling this Charter Party. If the Owners exercise such option the Charterers shall pay the Owners the demurrage accrued before cancellation and no other claim against the Charterers shall be prejudiced thereby.	363
13. Rate of Discharging	292	364	
(a) *The cargo shall be discharged at the rate (in metric tons) as stated in Box 26 (ii) per day of 24 consecutive hours SHINC.	293	365	
(b) *The cargo shall be discharged at the rate (in metric tons) as stated in Box 26 (ii) per days of 24 consecutive hours SHEX, unless used, in which event half time used shall count.	294	366	
* Note: (a) and (b) are alternatives; indicate alternative agreed in Box 26(ii). If no alternative is stated in Box 26(ii) then Sub-clause (a) shall apply.	295	367	
14. Discharging Methods and Costs	296	368	
The Charterers shall ensure that when they discharge the Vessel, it shall be done in accordance with the Master's instructions.	297	369	
(a) *By shore equipment - The cargo shall be discharged from the Vessel's holds free of risk, liability and expense to the Vessel at the rate (in metric tons) as stated in Box 26(ii).	298	370	
(b) By the Vessel's own cranes and grabs operated by:	299	371	
(i) *Charterers' crane operators - The cargo shall be discharged and taken away from the Vessel's holds free of risk, liability and expense to the Vessel by the Vessel's cranes and grabs which shall be provided free of expense to the Charterers. In case of time lost due to breakdown or deficiency of the Vessel's gear or any other causes under the control of the Owners, the time so lost - pro rata the total number of cranes/grabs required at that time for the discharging of cargo under this Charter Party - shall be added to the laytime allowed for discharging.	300	372	
(ii) * Owners' crane operators - The cargo shall be discharged from the Vessel's holds at the Owners' risk, liability and expense by the Vessel's cranes and grabs. It is understood that the Owners shall provide the necessary crane operators for the discharging of the Vessel for every shift required by the Charterers, subject to the maximum of crane hours per day as stated in Box 25(ii). The Charterers shall receive the cargo from the Vessel's equipment at the take-away rate stated in Box 26(ii) on the basis of which laytime allowed shall be calculated. However, if the Vessel is unable to achieve a discharging rate equivalent to the take-away rate stated in Box 26 (ii) due to any reason under the Owners' control, such time lost shall not count as laytime or time on demurrage.	301	373	
* Note: (a), (b)(i) and (b)(ii) are alternatives; indicate alternative agreed in Box 25(i). If no alternative is stated in Box 25(i) then Clause 14(a) shall apply.	302	374	
15. Cleaning after Discharging	303	375	
After the Charterers' shore discharging equipment or the Vessel's grabs have removed as much cargo as possible, to facilitate the discharging of the remaining cargo residues, the Charterers shall supply free of risk, liability and expense to the Owners, suitable trimming equipment, including bulldozers, and labour. The discharging will be considered completed and laytime shall cease when the Vessel has been shovel cleaned and all the Charterers' equipment has been returned to the shore.	304	376	
LOADING AND DISCHARGING	305	377	
16. Demurrage and Despatch Money	306	378	
(a) Loading	307	379	
Demurrage shall be paid by the Charterers at the rate stated in Box 16 per day or pro rata for any part of a day the Vessel is detained beyond the laytime allowed	308	380	
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17. Warping	346	406	
To facilitate the loading or discharging operation, the Vessel shall be moved alongside the loading/discharging berth as reasonably required at Owners' risk and expense, but time so used shall count as laytime. Linesmen for warping shall always be for the Charterers' account if compulsory according to local regulations.	347	407	
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	351	411	
18. Vacating Berth	352	412	
Subject to weather and navigation conditions and Port Authorities' instructions, the Vessel shall make the best endeavours to leave the loading/discharging berth as soon as reasonably possible after the loading/discharging operation has been completed.	353	413	
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	355	415	
19. Draft Survey	356	416	
The weight of cargo taken on board shall be determined for bill of lading purposes by draft survey at the loading port.	357	417	
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	361	421	
20. Opening and Closing of Hatches	362	422	
The Vessel's hatches shall be opened and closed by the crew in accordance with the Charterers' request, at the Owners' expense unless local regulations prohibit the crew from doing such work, in which case the Charterers shall employ shore labour at their expense.	363	423	
	364	424	
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	368	428	
21. Ballasting, etc.	369		
At the loading/discharging berth the Master shall not take on board or pump out ballast or switch oil from tank to tank, affect trim and/or draft without advising the Charterers. The Master shall co-operate at all times with the Charterers' reasonable requests regarding ballasting and/or trimming.	370		
22. Handling of Equipment on Board	371	429	
The Vessel's cranes, if any, shall within their Safe Working Load lift on board and ashore the Charterers' equipment including any anti-pollution equipment and including any mechanical shovel/front-end loader free of expense to the Charterers but at the Charterers' risk	372	430	
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and in their time. If required by the Charterers and if permitted by Port Authorities and union regulations, the Vessel's crew shall assist in erecting and dismantling any special equipment on board required for the loading or discharging operation, but such equipment shall always be erected, operated, maintained and dismantled at the risk, liability and expense of the Charterers and in their time. Any damage caused to the Vessel or her crew shall be for the Charterers' account.	435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505	Master as per the CEMENTVOYBILL 2006 Bill of Lading form, always in accordance with Mate's Receipts and without prejudice to this Charter Party, or by the Agents provided written authority has been given by Owners to the Agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.	506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580
23. Stevedore Damage*	23. Stevedore Damage*		
(a) The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores at both ends. Such damage, as soon as apparent, shall be notified immediately by the Master to the Charterers or their port agents and to their Stevedores. The Owners/Master shall endeavour to obtain the Stevedores' written acknowledgment of the damage caused.	(a) The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores at both ends. Such damage, as soon as apparent, shall be notified immediately by the Master to the Charterers or their port agents and to their Stevedores. The Owners/Master shall endeavour to obtain the Stevedores' written acknowledgment of the damage caused.		
(b) Stevedore damage affecting seaworthiness or the proper working of the Vessel and/or her equipment shall be repaired without delay before the Vessel sails from the port where such damage was caused and shall be paid for by the Charterers. Other repairs shall be done before the completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties. All costs of such repairs shall also be for the Charterers' account and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	(b) Stevedore damage affecting seaworthiness or the proper working of the Vessel and/or her equipment shall be repaired without delay before the Vessel sails from the port where such damage was caused and shall be paid for by the Charterers. Other repairs shall be done before the completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties. All costs of such repairs shall also be for the Charterers' account and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.		
* Note: If option 8(c)(ii) and/or 14(b)(ii) have been selected then this Clause shall not apply to the loading and/or discharging operation as the case may be.	* Note: If option 8(c)(ii) and/or 14(b)(ii) have been selected then this Clause shall not apply to the loading and/or discharging operation as the case may be.		
24. Owners' Liability for Damage	24. Owners' Liability for Damage		
Save to the extent otherwise in this Charter Party expressly provided, the Owners shall be responsible for damage (beyond ordinary wear and tear) caused by the Vessel or her equipment whilst operated by the Vessel's crew to the loading or discharging berth(s) or to barges, if any, used for cargo operations, as well as damage caused to the Charterers' loading/discharging appliances, provided always that written notice of such damage is given to the Master at the time of occurrence. Time lost as a result of such damage shall not count as laytime but only to the extent that cargo operations are prevented or delayed thereby.	Save to the extent otherwise in this Charter Party expressly provided, the Owners shall be responsible for damage (beyond ordinary wear and tear) caused by the Vessel or her equipment whilst operated by the Vessel's crew to the loading or discharging berth(s) or to barges, if any, used for cargo operations, as well as damage caused to the Charterers' loading/discharging appliances, provided always that written notice of such damage is given to the Master at the time of occurrence. Time lost as a result of such damage shall not count as laytime but only to the extent that cargo operations are prevented or delayed thereby.		
GENERAL			
25. Freight Payment	25. Freight Payment		
Freight, and deadfreight if any, shall be paid at the rate per metric ton specified in Box 27 and calculated on the Bill of Lading quantity of cargo subject to the provisions of Clause 19 (Draft Survey). Freight, and deadfreight if any, shall be deemed earned on shipment and shall be payable by the Charterers within 3 banking days of signing and release of Bills of Lading, and shall be paid as specified in Box 28, without discount, Vessel and/or cargo lost from any cause whatsoever or not lost.	Freight, and deadfreight if any, shall be paid at the rate per metric ton specified in Box 27 and calculated on the Bill of Lading quantity of cargo subject to the provisions of Clause 19 (Draft Survey). Freight, and deadfreight if any, shall be deemed earned on shipment and shall be payable by the Charterers within 3 banking days of signing and release of Bills of Lading, and shall be paid as specified in Box 28, without discount, Vessel and/or cargo lost from any cause whatsoever or not lost.		
26. Dues, Taxes and Charges	26. Dues, Taxes and Charges		
(a) On the Vessel - The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed. (b) On the cargo - The Charterers shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading/discharging, howsoever the amount thereof may be assessed. (c) On the freight - Taxes levied on the freight shall be paid by the Owners or the Charterers as agreed in Box 29.	(a) On the Vessel - The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed. (b) On the cargo - The Charterers shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading/discharging, howsoever the amount thereof may be assessed. (c) On the freight - Taxes levied on the freight shall be paid by the Owners or the Charterers as agreed in Box 29.		
27. Bill of Lading	27. Bill of Lading		
Bills of Lading shall be presented and signed by the	Bills of Lading shall be presented and signed by the		
28. Lien	28. Lien		
The Owners shall have a lien on the cargo and all sub-freights payable in respect of the cargo for freight, deadfreight, demurrage, claims for damages, and for all other amounts due under this Charter Party including costs of recovering same.	The Owners shall have a lien on the cargo and all sub-freights payable in respect of the cargo for freight, deadfreight, demurrage, claims for damages, and for all other amounts due under this Charter Party including costs of recovering same.		
29. Liberty	29. Liberty		
The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for bunkers, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.	The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for bunkers, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.		
30. Oil Pollution Charter Party Clause (Non Tankers)	30. Oil Pollution Charter Party Clause (Non Tankers)		
(a) Owners warrant that throughout the currency of this charter they will provide the Vessel with the following certificates: Certificates issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with Part 138 of Coast Guard Regulations 33 CFR, from (indicate the earliest date upon which the Owners may be required to deliver the vessel into the charter), so long as these can be obtained by the Owners from or by (identify the applicable scheme or schemes).	(a) Owners warrant that throughout the currency of this charter they will provide the Vessel with the following certificates: Certificates issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with Part 138 of Coast Guard Regulations 33 CFR, from (indicate the earliest date upon which the Owners may be required to deliver the vessel into the charter), so long as these can be obtained by the Owners from or by (identify the applicable scheme or schemes).		
(b) Notwithstanding anything whether printed or typed herein to the contrary,	(b) Notwithstanding anything whether printed or typed herein to the contrary,		
(i) save as required for compliance with paragraph (a) hereof, Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this charter.	(i) save as required for compliance with paragraph (a) hereof, Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this charter.		
(ii) Charterers shall indemnify Owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the Vessel as a result of any failure by the Charterers promptly to give alternative voyage orders) whatsoever and howsoever arising which Owners may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	(ii) Charterers shall indemnify Owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the Vessel as a result of any failure by the Charterers promptly to give alternative voyage orders) whatsoever and howsoever arising which Owners may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.		
(iii) Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever arising which Charterers and/or the holders of any bill of lading issued pursuant to this Charter may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	(iii) Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever arising which Charterers and/or the holders of any bill of lading issued pursuant to this Charter may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.		
(c) Charterers warrant that the terms of this clause will be incorporated effectively into any bill of lading issued pursuant to this Charter.	(c) Charterers warrant that the terms of this clause will be incorporated effectively into any bill of lading issued pursuant to this Charter.		
31. BIMCO U.S. Customs Advance Notification/AMS Clause for Voyage Charter Parties	31. BIMCO U.S. Customs Advance Notification/AMS Clause for Voyage Charter Parties		
(a) If the Vessel loads or carries cargo destined for the	(a) If the Vessel loads or carries cargo destined for the		

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US or passing through US ports in transit, the Owners shall comply with the current US Customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:

- (i) Have in place a SCAC (Standard Carrier Alpha Code);
- (ii) Have in place an ICB (International Carrier Bond); and
- (iii) Submit a cargo declaration by AMS (Automated Manifest System) to the US Customs.

(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 US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.

32. Protective Clauses

The following clauses shall apply to all Bills of Lading issued under this Charter Party and to this Charter Party:

(a) BIMCO General Clause Paramount

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

<p>581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658</p>	<p>(b) Both-to-Blame Collision Clause 659 If the liability for any collision in which the Vessel is 660 involved while performing this Contract fails to be 661 determined in accordance with the laws of the United 662 States of America, the following clause shall apply: 663 "If the Vessel comes into collision with another vessel 664 as a result of the negligence of the other vessel and 665 any act, neglect or default of the Master, mariner, pilot 666 or the servants of the Owners in the navigation or in 667 the management of the Vessel, the owners of the cargo 668 carried hereunder will indemnify the Owners against all 669 loss or liability to the other or non-carrying vessel or her 670 owners in so far as such loss or liability represents the 671 loss of, or damage to, or any claim whatsoever of the 672 owners of the said cargo, paid or payable by the other 673 or non-carrying vessel, or her owners, to the owners of 674 said cargo and set-off, recouped or recovered by the 675 other or non-carrying vessel or her owners as part of 676 their claim against the carrying Vessel or Owners. 677 The foregoing provisions shall also apply where the 678 owners, operators or those in charge of any vessel 679 or vessels or objects other than, or in addition to, the 680 colliding vessels or objects are at fault in respect of a 681 collision or contact."</p> <p>(c) General Average and New Jason Clause 683 General Average shall be adjusted and settled in 684 London unless otherwise agreed and stated in Box 30 685 according to the York/Antwerp Rules, 1994. 686 If General Average is to be adjusted in accordance with 687 the law and practice of the United States of America, 688 the following clause shall apply: "In the event of accident, danger, damage or disaster 689 before or after the commencement of the voyage, 690 resulting from any cause whatsoever, whether due to 691 negligence or not, for which, or for the consequence 692 of which, the Owners are not responsible, by statute, 693 contract or otherwise, the goods, shippers, consignees 694 or owners of the goods shall contribute with the Owners 695 in General Average to the payment of any sacrifices, 696 losses or expenses of a General Average nature that 697 may be made or incurred and shall pay salvage and 698 special charges incurred in respect of the goods. If a 699 salving vessel is owned or operated by the Owners, 700 salvage shall be paid for fully as if the said salving 701 vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem 702 sufficient to cover the estimated contribution of the 703 goods and any salvage and special charges thereon 704 shall, if required, be made by the goods, shippers, 705 consignees or owners of the goods to the Owners before 706 delivery."</p> <p>(d) War Risks (Voywar 2004) 710 (i) For the purpose of this Clause, the words: 711 1. "Owners" shall include the shipowners, bareboat 712 charterers, disponent owners, managers or other 713 operators who are charged with the management 714 of the Vessel, and the Master; and 715 2. "War Risks" shall include any actual, threatened 716 or reported: War; act of war; civil war; hostilities; revolution; 717 rebellion; civil commotion; warlike operations; 718 laying of mines; acts of piracy; acts of terrorists; 719 acts of hostility or malicious damage; blockades 720 (whether imposed against all vessels or imposed 721 selectively against vessels of certain flags or 722 ownership, or against certain cargoes or crews 723 or otherwise howsoever); by any person, body, 724 terrorist or political group, or the Government of 725 any state whatsoever, which, in the reasonable 726 judgement of the Master and/or the Owners, may 727 be dangerous or are likely to be or to become 728 dangerous to the Vessel, her cargo, crew or other 729 persons on board the Vessel. (ii) If at any time before the Vessel commences 730 loading, it appears that, in the reasonable 731 judgement of the Master and/or the Owners, 732 performance of the Contract of Carriage, or any 733 part of it, may expose, or is likely to expose, the 734 Vessel, her cargo, crew or other persons on board 735 736 737</p>
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the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, 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 Contract of Carriage 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 Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816	in order to fulfil the Owners' obligation under this Contract, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.	817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876
(iii) 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 Contract of Carriage. 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.	(vi) The Vessel shall have liberty:- 1. 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; 2. to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance; 3. to comply with the terms of any resolution of the Security Council of the United Nations, 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; 4. to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; 5. to call 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; 6. 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.	833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876	
(iv) 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 be, or are likely to be, exposed to War Risks on any part of 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. 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.	(vii) If in compliance with any of the provisions of sub-clauses (ii) to (vi) 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 Contract of Carriage.	877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892	
(v) 1. The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account. 2. If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or	33. Force Majeure Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions: (a) acts of God; (b) any Government requisition, control, intervention, requirement or interference; (c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof; (d) riots, civil commotion, blockades or embargoes; (e) epidemics;	877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892	

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<p>(f) earthquakes, landslides, floods or other extraordinary weather conditions;</p> <p>(g) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;</p> <p>(h) any other similar cause beyond the reasonable control of either party.</p> <p>The party seeking to invoke force majeure shall notify the other party in writing within 2 working days of the occurrence of any such event/condition.</p>	893 894 895 896 897 898 899 900 901 902	with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.	970 971 972 973 974 975 976 977 978 979
34. BIMCO Strike Clause			
<p>(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.</p> <p>(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lockout affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.</p> <p>(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lockouts preventing or affecting the actual loading or discharging of the cargo.</p>	903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944	<p>(b) Port of Discharge</p> <p>(i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.</p> <p>If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.</p> <p>(ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.</p> <p>(iii) On delivery of the cargo other than at the port(s) named in the contract, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.</p>	980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018
35. BIMCO General Ice Clause for Voyage Charter Parties			
<p>The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow ice-breakers.</p> <p>(a) Port of Loading</p> <p>(i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.</p> <p>If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the contract were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.</p> <p>(ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave</p>	945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969	<p>At the port(s) of loading the Vessel shall be consigned to the Agents as stated in Box 31(i) and at the port(s) of discharge to the Agents as stated in Box 31(ii), the Owners always paying the customary fees.</p>	1019 1020 1021 1022 1023
36. Agency			
37. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005			
<p>(a) 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).</p> <p>(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).</p> <p>(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</p>	1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046		

PART II

Conventional Bulk Carriers

Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.	1047	advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	1124
(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.	1048	Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	1125
(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.	1049	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1126
(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:	1050	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1127
(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.	1051	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1128
(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.	1052	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1129
(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.	1053	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1130
(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.	1054	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1131
38. Brokerage A brokerage commission at the rate stated in Box 31 on the freight, deadfreight and demurrage earned is payable by the Owners to the party mentioned in Box 32.	1055	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1132
39. BIMCO Dispute Resolution Clause (a) *This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall	1056	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1133
	1057	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1134
	1058	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1135
	1059	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1136
	1060	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1137
	1061	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1138
	1062	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1139
	1063	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1140
	1064	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1141
	1065	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1142
	1066	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1143
	1067	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1144
	1068	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1145
	1069	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1146
	1070	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1147
	1071	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1148
	1072	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1149
	1073	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1150
	1074	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1151
	1075	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1152
	1076	(b) *This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	1153
	1077	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50, 000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	1154
	1078	(b) *This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	1155
	1079	(c) *This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	1156
	1080	(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.	1157
	1081	In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:-	1158
	1082	(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.	1159
	1083	(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	1160
	1084	(iii) If the other party does not agree to mediation, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.	1161
	1085	(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.	1162
	1086	(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.	1163
	1087	(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties	1164
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PART II
Conventional Bulk Carriers

shall share equally the mediator's costs and expenses.	1203
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(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.	1205
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(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)	1210
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(e) If Box 33 in PART I is not appropriately filled in, sub-clause (a) of this Clause shall apply. Sub-clause (d) shall apply in all cases.	1212
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* Note: Sub-clauses (a), (b) and (c) are alternatives; indicate alternative agreed in Box 33.	1214
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40. BIMCO Notices Clause	1217
(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.	1218
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(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	1221
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PART III

Specialised Cement Carriers

The Clauses in this Part III apply only when the Vessel is described as a specialised cement carrier in Appendix B. Part III is a supplement to Part II with the exception of Clauses 8 (Loading Methods and Costs), 14 (Discharging Methods and Costs) and 15 (Cleaning after Discharging) of Part II which shall not apply. In the event of a conflict between the provisions of Part II and Part III the provisions of Part III shall prevail but only to the extent of such conflict.

VESSEL

41. Vessel

The Vessel shall be suitable for loading of the cargo in accordance with Clause 43 (Loading) and capable of receiving the cargo at the rate (if any) specified in Box 19(ii) and capable of discharging in accordance with Clause 44 (Self-Discharge) at the rate (if any) specified in Box 26(ii).

LOADING

42. Cleanliness of the Vessel

If the Vessel's last cargo was of a different quality of cement than the cargo to be loaded or a different product, the Vessel's holds shall be cleaned and made ready in all respects to load the intended type of bulk cement. In such cases, Clause 6 shall apply.

43. Loading

(a) Loading shall be performed by stationary spout or other equipment as described in Appendix C.
 (b) To maintain proper trim the Vessel may shift alongside the loading berth as necessary. The Charterers' responsibility for trimming the cargo shall be limited to the outreach of the stationary spout.

DISCHARGING

44. Self-Discharge

(a) The cargo shall be self-discharged from the Vessel's holds with the Vessel's pneumatic system as described in Appendix B into the receiver's silo at Owners' expense, but at Owners' risk only as far as the Vessel's permanent discharge lines. The terminal shall take delivery of the cargo through the receiving lines described in Appendix C at the guaranteed take-away rate stated in Box 26(ii).
 (b) The Charterers/receivers shall provide and connect at their own expense and risk the inch diameter hoses stated in Appendix C between the Vessel's permanent cement manifolds and shore manifolds. The Vessel shall provide two (2) crew members to assist with the connecting/disconnecting/moving of hoses.
 (c) Any time lost due to stoppages ashore shall count as time on demurrage if such shore stoppage(s) cause the overall take-away rate to be less than the guaranteed take-away rate. If the Vessel is unable to achieve a discharging rate equal to the discharge rate stated in Box 26(ii) (excluding stripping and free of any back pressure from silos and/or shore filters and/or other shore conditions preventing discharge at full capacity), the Owners shall not be entitled to claim demurrage for the time so lost.

45. Cargo Free Flowing - Packset Testing

(a) The cargo shall be free flowing and in the event the discharge rate falls substantially below the discharge rate stated in Box 26(ii) the Owners shall be entitled to take a sample of 40-50 kilograms at the time of the fall in discharge rate. The restricted cargo flow may be evidenced by cargo either "bridging" within the Vessel's holds or by cargo "trailing" (plugging) in the discharge lines. The Owners shall provide historical discharge rate figures for the Vessel at the terminal in question and in the event there are no available statistics the Owners

1	shall provide statistics from discharge operations at similar terminals.	65
2	(b) The sample shall be "Packset" tested at the Owners' expense. If the test results prove a "Packset" value outside a range of 3-10 it shall be accepted that the cargo compacted during the laden voyage and was no longer free flowing causing the reduced discharge rate. The Owners shall be compensated for all time beyond the agreed allowed discharge time, based on the terminal's receiving capacity, the Vessel's historical performance less any relevant time which is for the Owners' account, at the demurrage rate, and for any incremental expenses incurred, including but not limited to extra fuel consumed and/or additional port costs.	66
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GENERAL

46. Cargo Shortage Claims

Where the Vessel/Owners are liable for loss or shortage of cargo under this Charter Party or any bill(s) of lading issued hereunder, they shall be responsible only for that part of the loss or shortage that exceeds one percent (1.0%) of the Bill of Lading weight. The Charterers shall indemnify, defend and hold harmless the Owners in respect of any claims by cargo receivers for cargo shortages of up to 1.0% of the Bill of Lading weight.

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PREVIEW
**ANNEX "A" (CONVENTIONAL BULK CARRIERS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

Managers (if other than the party mentioned in Part 1, Box 3) (State full name, place of business, postal and cable address, telex and telefax numbers)	Date: / /				
Vessel name					
Flag/Built/Year/Class by					
Disponent owner					
Vessel type					
Call sign/Telex no./Official no.					
LOA / Beam (M)					
Load line zones		Draft (M)	DWT (MT)	TPC	FWA (MM)
Tropical	Summer				
	Winter				
Lightship					
Tonnage	GT NT	Int'l	Suez	Panama	
Capacity	Total Hold	Grain (CFT) 1. 2. 3. 4. 5.	Grain (CBM)	Bale (CFT)	Bale (CBM)
Max draft on after loading					
Max draft on arrival 1st discharge port					
Number of hatch/holds Hatch length X hatch breadth / Stanchion height (Permanent &/or collapsible (M))	1. 2. 3. 4. 5.				
Tank top dimension (M)	Hold	Breadth (FWD) 1. 2. 3. 4. 5.	Breadth (AFT)	Length	
Number/Size/Location of existing cement holes					
Strengthened for heavy cargoes?					
Hatch cover type					
Hatch cover require/not require use of vsls' cranes					
Distance from water line to hatch coaming (M)	Light condition Light ballast Heavy ballast Laden (summer draft)	Midship			
Air draft					
Gears					
Number of cranes					
Crane capacity					
Number of grabs					

PREVIEW

**ANNEX "A" (CONVENTIONAL BULK CARRIERS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

State grab type (Electro/Hydraulic/Mechanical)					
Grab capacity (Cubic Meter)					
Approximate MT cement/clinker capacity of each grab					
Safe working load (MT)					
Maximum outreach from shipside					
Speed/Consumption					
	At sea (Laden)				
	In port idle				
	In port working				
Bunker capacity (85%)	IFO		MDO		
Ballast / FW capacity					
Daily FW production					
Strength (MT/M2)	Hold	Hatch cover	Tank top		
		1.	Deck		
		2.			
		3.			
		4.			
		5.			
Last drydock					
Ship's constant (EXCL. FW)					
Distance from keel ...	To top of mast To top of hatch coaming				
Max distance from vsls' side to inside hatch coamings					
Max distance from top of hatch coamings to bottom of the hold (Meters)					
Max distance from forward end of number one hatch to rear end of aft-hatch (Meters)					
Max height of hatch covers when open in vertical position (Meters above deck level)					
Number of fixed stanchions on deck	In the holds				
Fitted with Australian ladders?					
Stringers in the holds?					
Hold ventilation					
CO2-fitted / AWWF ladder equipped?					
USCG COFR No. / Expiry date					
P&I club / Hull & machinery					

PREVIEW

**ANNEX "B" (SPECIALISED CEMENT CARRIERS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

Managers (if other than the party mentioned in Part 1, Box 3) (State full name, place of business, postal and cable address, telex and telefax numbers)	Date: / /				
Vessel name					
Flag/Built/Year/Class by					
Disponent owner					
Vessel type					
Call sign/Telex no./Official no.					
LOA / Beam (M)					
Load line zones		Draft (M)	DWT (MT)	TPC	
Tropical	Summer			FWA (MM)	
	Winter				
Lightship					
Tonnage	GT	Int'l	Suez	Panama	
	NT				
Capacity	Total Hold	Grain (CFT) 1. 2. 3. 4. 5.	Grain (CBM)	Bale (CFT)	Bale (CBM)
Max draft on after loading					
Max draft on arrival 1st discharge port					
Number of hatch/holds Hatch length X hatch breadth / Stanchion height (Permanent &/or collapsible (M))		1. 2. 3. 4. 5.			
Number/Size/Location of existing cement holes					
Distance from water line to hatch coaming (M)	Light condition Light ballast Heavy ballast Laden (summer draft)	Midship			
Air draft					
Gears					
Number of cranes					
Crane capacity					
Speed/Consumption	At sea (Laden) In port idle In port working				
Bunker capacity (85%)	IFO	MDO			

PREVIEW

ANNEX "B" (SPECIALISED CEMENT CARRIERS) TO THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT CODE NAME – CEMENTVOY 2006

Ballast / FW capacity	
Daily FW production	
Last drydock	
Ship's constant (EXCL. FW)	
Distance from keel ...	To top of mast To top of hatch coaming
Hold ventilation	
CO2-fitted / AWWF ladder equipped?	
USCG COFR No. / Expiry date	
P&I club / Hull & machinery	

PREVIEW

**ANNEX "B" (SPECIALISED CEMENT CARRIERS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

VESSEL'S CARGO RECEIVING AND DISCHARGING ARRANGEMENTS	
Receiving by gravity	
No. of Loading point	
Distance of loading point	
a) Above the water level in ballast condition	m
b) from the side of the vessel	m
c) from bow	m
d) from stern	m
Inner diameter	mm
Outer diameter	mm
Max. receiving rate	Mt/hour
Receiving by pneumatic means or trucks	
No. of connections above each hold	Hold no. 1 Hold no. 2 Hold no. 3 Hold no. 4
Type of connections (flange, coupling, etc.)	
Description (flange outer diameter, inner diameter, pin diameter, no. of pins, pitch, number of bolts, diameter of bolts).	
Inner diameter of loading holes	mm
Distance from waterline to loading point	m
Max load receiving	Mt/hour
Mechanical discharge	
Discharge arm:	
Type of arm	(fixed or turning)
Discharge arm located on	(port side/starboard side)
Height from waterline to the bottom of discharge below:	
a) in ballast condition	m
b) in fully loaded condition	m
Outreach of the discharge arm from ship's side	m
Location of the discharge arm:	
a) from bow	m
b) from stern	m
Below description (flange inner diameter, outer diameter pitch, number of bolts, diameter of bolts).	
Max discharge rate mt/hour	mt/hour
Pneumatic discharge	
No. of discharge lines	
No. of discharge pumps	
Discharge hose:	
Flange connection: (inner diameter, outer diameter, pitch, number of bolts, diameter of bolts).	

PREVIEW

ANNEX "B" (SPECIALISED CEMENT CARRIERS) TO THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT CODE NAME – CEMENTVOY 2006

Number of reducers and sizes (specification of flanges on both ends, inner diameter, outer diameter, pitch, number of bolts, diameter of bolts).	
Discharge connections are located on	(port side/starboard side)
Max discharge rate	mt/hour
Estimated discharge rate per pipe to share silos at a distance of 200 meters horizontal and 35m vertical including bends of 90 degrees and free from any Back-pressure and via clean unblocked shoreline(s).	
Cargo compressors	
No. of main cargo compressors	
Capacity	m3/min
Power	ps
Discharge pressure	kg/cm2
No. of portable cargo compressors	
Capacity	m3/min
Power	ps
Discharge pressure	kg/cm2
Hose handling crane	
No. and position of cranes	
Outreach from ship's side	m (Starboard and portside)
Cradle for hose handling Capacity	mf

PREVIEW**ANNEX "C" (TERMINALS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

Loading Terminal	
ding (rotating or up/down	
ay side/feeder	Metres
waterline 3.	Metres
Receiving Terminal	
1.	
2.	Metres
manifold to top of silos	Metres
manifold to top of silos	Metres
5.	
adius; T-elbow; barrel elbows; 3 meter elbows; 7 diameter	
7.	
8.	Metres
anifold to ship's side	Metres
10.	
n of flanges (on both ends):	
12.	Cbm/min