

 HYDROCHARTER		Part I Voyage Charter Party Recommended by The Baltic and International Maritime Council (BIMCO), Copenhagen. Issued 1st January 1923. Last amended July 1997.	
1. Shipbroker.		2. Place and Date. Geneva PROFORMA	
3 Owners.		4. Charterers.	
5. Vessel's name/type.		6. Cargo carrying capacity (about in mtons).	
7. Cubic capacity (grain/bale).	8. Owners' P & I Club.	9. Built - Class - Flag - GT - NT.	
10. Present position.		11. ETA Loadport.	
12. Laytime not to commence before.		13. Cancelling date.	
14. Sailing telex/telegram to be sent to: when the vessel leaves her last port before loading.			
15. Loading Port(s).		16. Discharging Port(s).	
17. Cargo description - Quantity in mtons. -			
18. Freight rate.		19. Freight payment (prepaid/payable on right and true delivery.)	
per mton.			
20. Laytime for loading and discharging. Fill in a) and b) or for total laytime loading and discharging c)			
a) Laytime for loading. non reversible.			
b) Laytime for discharging. non reversible.			
c) Total laytime for loading and discharging. reversible.		21. Demurrage/despatch rate. /	
22. Brokerage. % of the amount of freight and deadfreight shall be paid by the Owners to:			
23. Agents of loading port(s).		24. Agents at discharging port(s).	
25. Special Provisions:			
It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.			
Signature(Owners).		Signature (Charterers).	

A. Voyage.

It is agreed between the party mentioned in Box 3 as Owners of the vessel named in Box 5 and the party mentioned as Charterers in Box 4 that, the vessel, being tight, staunch and strong, and in every way fitted for the voyage, shall with all convenient speed proceed to the port(s) as specified in Box 15 and there load as customary at any available quay, wharf or dock as ordered by Charterers or their Agents, or so near thereto as she may safely get and lie, always afloat, a cargo as described in Box 17, and being so loaded the vessel shall therewith proceed with utmost despatch to the port(s) as specified in Box 16 and there deliver the said cargo at any dock or alongside any quay or wharf as ordered on arrival or so near thereto as she may safely get without lightening and lie, always afloat. Unless otherwise specifically agreed in Box 17, this Charter Party is for a full and complete cargo under deck.

B. Payment of Freight.

1. The freight at the rate stated in Box 18 shall be paid in cash calculated on the intaken quantity of cargo.

2. Prepaid.

If according to Box 19 freight is to be paid on shipment, it shall be deemed earned and non-returnable, vessel and/or cargo lost or not lost. Neither Owners nor their Agents shall be required to sign or endorse Bills of Lading showing freight prepaid unless the freight due to Owners has actually been paid.

3. On delivery.

If according to Box 19 freight, or part thereof, is payable on delivery it shall not be deemed earned until right and true delivery has taken place. Notwithstanding the provisions under 1, if freight or part thereof is payable on delivery of the cargo Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally.

C. Notice of Readiness, Commencement of Laytime.

Notice of Readiness at loading port(s) to be given to the Shippers, or if not named, to Charterers or their Agents. Notice of Readiness at discharging port(s) to be given to the Receivers or, if not known, to Charterers or their Agents.

The laytime for loading and discharging shall commence at 13.00 hours if written Notice of Readiness is given up to and including 10.00 hours and at 07.00 hours next working day if notice is given during office hours after 10.00 hours. If at loading/discharging port(s) the work be commenced earlier, half such time actually used shall count from such commencement.

D. Laytime.

1. The cargo shall be loaded and discharged within the number of running days/hours as indicated in Box 20, weather permitting.

2. Unless otherwise agreed time from Friday 17.00 hours till Monday 07.00 hours and time from 17.00 hours on a day preceding a legal or local holiday till 07.00 hours next working day not to count, unless used, in which event only half time actually used to count, unless vessel is already on demurrage.

3. Time lost in waiting for berth to count as laytime. Time that would

1 have been lost under the terms of this Charter Party if berth had been available, shall not count. 55
2 56

3 4. Time used from anchorage/waiting berth to loading/discharging 57
4 berth not to count, even if vessel is already on demurrage. 58

E. Loading/Discharging. 59

7 The cargo shall be loaded and stowed/trimmed and discharged 60
8 by Charterers at their risk and expense, under Master's supervision. 61

F. Cancelling. 62

12 Should the vessel not be ready to load (whether in berth or not) 63
13 latest by noon on the cancelling date specified in Box 13 Charterers 64
14 to have the option of cancelling this Contract. Such option to be 65
15 declared latest once Notice of Readiness has been given. If it 66
16 appears that the vessel will be delayed beyond such cancelling date 67
Owners shall as soon as they are in a position to state with 68
17 reasonable certainty the day within which the vessel will be ready 69
as above, give notice thereof to Charterers asking whether they will 70
18 exercise their option of cancelling. Such option must be declared 71
19 within 36 running hours (Saturdays, Sundays and holidays excepted) 72
after the receipt of Owners notice. If Charterers do not then 73
20 exercise their option of cancelling, unless otherwise agreed, the 74
21 third day after the date stated in Owners' notice shall be regarded 75
22 as a new cancelling date under this clause. Charterers exercise or 76
23 non-exercise of their option to cancel shall not prejudice any claims 77
24 which they may otherwise have against Owners. 78
25

G. Lien. 79

27 Owners shall have a lien on the cargo for freight, deadfreight and 80
28 demurrage. 81
29

H. Owners' Responsibility. 82

32 The provisions of the international convention on Bills of Lading 83
33 1924 as amended by protocols 1968 and 1979 (the "Hague-Visby 84
34 Rules") shall apply to this Contract, and Owners and Charterers are 85
entitled to the benefit of all privileges and immunities contained 86
therein. 87
35

36 In trades where the responsibility provisions of the Norwegian 88
37 Maritime Code are compulsorily applicable, they shall apply to the 89
38 contract. In trades where the responsibility provisions of the law of 90
39 any other country are compulsorily applicable to this Contract, such 91
40 provision shall apply. 92
41

42 In all trades cargo carried on deck and cargo in Owners' custody 93
43 prior to loading and after unloading shall be subject to the same 94
44 terms as above provided for cargo under deck and for the 95
45 carriage itself. 96

I. Deviation. 97

47 Any deviation in saving or attempting to save life or property at sea, 98
48 or any reasonable deviation, shall not be deemed to be an 99
49 infringement of this Charter Party, and Owners shall not be liable 100
50 for any loss or damage resulting therefrom. 101
51

J. Misrepresentation. 102

54 If any misrepresentation has been made regarding the description 103
of the vessel in this Charter Party and/or her position, Charterers 104
have the right to claim compensation for any loss or damage 105
resulting therefrom. Should there be any change in the vessel's 106

ETA as stated in Box 11, Owners to notify Charterers and Shippers (if known) thereof by telex/ telegram as soon as such change becomes known to them. If such notification is not given, Charterers have the right to claim compensation for any loss or damage resulting therefrom.

K. Strikes.

1. Neither Charterers nor Owners are responsible for the consequences of any strike or lock-out preventing or delaying the fulfilment of any obligations under this Contract.

2. 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 to the port of loading or at any time during the voyage to the port of loading or after her arrival there, Charterers shall have the option of cancelling this Charter Party. If there is such strike or lock-out when the vessel is ready to proceed from her last port, or if such strike or lock-out occurs at any time thereafter, Owners may ask Charterers whether they will exercise their option of cancelling or declare that they agree to count the laytime as if there were no strike or lock-out. Unless Charterers have thereafter given notice of cancelling or such declaration in writing (by telex/telegram, if necessary) within 24 hours after the Master or Owners have given notice to Charterers of the strike or lock-out, Owners shall have the option of cancelling this Charter Party. If part of the cargo has already been loaded when the strike or lock-out starts, Owners must proceed with same if requested by Charterers, Owners being at liberty to complete with other cargo on the way for their own account. The completing cargo must be stowed safely and in such a way that it does not endanger the packing or contents of any part of the cargo shipped under this Charter Party.

3. If there is a strike or lock-out affecting or preventing the actual discharging of the cargo at the time the vessel arrives at port of discharge, or breaking out after the vessel's arrival, 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 her cargo without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after Charterers' receipt of Master's or Owners' notice of the strike or lock-out. On delivery of the cargo at such port, all conditions 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.

L. Ice.

Port of loading.

1. In the event of the loading port being inaccessible by reason of ice when the vessel is ready to proceed from her last port or at any time during the voyage or on the vessel's arrival, Charterers shall have the option of cancelling this Charter Party, or of ordering the vessel to an adjacent accessible port where she can safely load the cargo under this Charter Party. In the event of the loading port being inaccessible by reason of ice when the vessel is ready to proceed from her last port, or if such inaccessibility should occur at any time during the voyage or on the vessel's arrival, Owners

107	may ask Charterers whether they will exercise their option of	165
108	cancelling or of ordering the vessel to a safe, adjacent accessible	166
109	port. Unless Charterers have thereafter given notice of cancellation	167
110	or ordered such alternative port in writing (by telex/telegram, if	168
111	necessary) within 24 hours, Owners shall have the option of	169
	cancelling this Charter Party. Should this Charter Party not be	170
112	cancelled by either party, Charterers shall keep the vessel waiting	171
	against paying demurrage until the port is again accessible.	172
113	2. If during loading the Master, for fear of the vessel being frozen in,	173
114	deems it advisable to leave, he has liberty to leave the area being	174
115	ice-bound after having notified Charterers thereof. Charterers shall	175
	have the option of keeping the vessel waiting against paying	176
116	demurrage (vessel to be anchored in open water) until the port of	177
117	loading is again accessible, or of ordering the vessel to proceed	178
118	with what cargo she has on board, Owners being at liberty to	179
119	complete with other cargo on the way for their own account.	180
120	Such orders to be given within 48 hours after Charterers' receipt of	181
121	Master's notice of leaving the area being ice-bound. If the vessel is	182
122	ordered to proceed, any cargo thus loaded under this Charter	183
123	Party to be forwarded to destination at the vessel's expense, but	184
124	against payment of freight, provided that no extra expenses be	185
125	thereby caused to Charterers, freight being paid on quantity	186
126	delivered (in proportion if lumpsum), all other conditions as per this	187
127	Charter Party.	188
128		
129	Port of discharge.	189
130		
131	1. Should ice prevent the vessel from reaching port of discharge,	190
132	Charterers shall have the option of keeping the vessel waiting until	191
133	the reopening of navigation and paying demurrage, or of ordering	192
134	the vessel to a safe and immediately accessible port where she	193
135	can safely discharge without risk of detention by ice. Such	194
136	orders to be given within 48 hours after Charterers' receipt of	195
	Master's or Owners' notice of the impossibility of reaching port	196
137	of destination.	197
138		
139	2. If during discharging the Master, for fear of the vessel being	198
140	frozen in, deems it advisable to leave, he has liberty to leave the	199
141	area being ice-bound after having notified Charterers thereof.	200
142	Charterers shall have the option of keeping the vessel waiting	201
143	against paying demurrage (vessel to be anchored in open water)	202
144	until the port of discharge is again accessible, or of ordering the	203
145	vessel to an accessible adjacent port where she can safely	204
146	discharge without risk of detention by ice. Such orders to be given	205
147	48 hours after Charterers' receipt of Master's notice of leaving the	206
148	area being ice-bound.	207
149		
150	3. On delivery of the cargo at such port, all conditions of the Bill of	208
151	Lading shall apply and the vessel shall receive the same freight as	209
152	if she had discharged at the original port of destination, except	210
153	that if the distance to the substituted port exceeds 100 nautical	211
	miles, the freight on the cargo delivered at the substituted port to	212
154	be increased in proportion.	213
155		
	M. War Risks ("Voywar 1993").	214
156		
157	1. For the purpose of this Clause, the words :	215
158	(a) "Owners" shall include the shipowners, bareboat charterers,	216
159	disponent owners, managers or other operators who are charged	217
160	with the management of the vessel, and the Master; and	218
161		
162	(b) "War Risks" shall include any war (whether actual or threatened),	219
163	act of war, civil war, hostilities, revolution, rebellion, civil commotion,	220
164	warlike operations, the laying of mines (whether actual or reported),	221
	acts of piracy, acts of terrorists, acts of hostility or malicious	222

damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or Owners, may be dangerous or are likely to be or to become dangerous to the vessel, her cargo, crew or other persons on board the vessel.

2. If at any time before the vessel commences loading, it appears that, in the reasonable judgement of the Master and/or Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the vessel, her cargo, crew or other persons on board the vessel to War Risks, Owners may give notice to 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 Charterers the vessel, her cargo, crew, or other persons on board the vessel may be exposed, or may be likely to be exposed, to War Risks, Owners shall first require 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 Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

3. 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 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, Owners may by notice request 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, Charterers shall not have nominated such a port, 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. Owners shall be entitled to recover from 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, Owners having a lien on the cargo for such expenses and freight.

4. 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 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, Owners shall give notice to Charterers that this route will be taken. In this event 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

223	percentage which the extra distance represents to the distance	285
224	of the normal and customary route.	286
225		
226	5. The vessel shall have liberty : -	287
227	(a) to comply with all orders, directions, recommendations or advice	288
228	as to departure, arrival, routes, sailing in convoy, ports of call,	289
229	stoppages, destinations, discharge of cargo, delivery or in any way	290
230	whatsoever which are given by the Government of the Nation under	291
	whose flag the vessel sails, or other Government to whose laws	292
231	Owners are subject, or any other Government which so requires,	293
232	or any body or group acting with the power to compel compliance	294
233	with their orders or directions;	295
234		
235	(b) to comply with the orders, directions or recommendations of	296
236	any war risks underwriters who have the authority to give the same	297
237	under the terms of the war risks insurance;	298
238		
239	(c) to comply with the terms of any resolution of the Security	299
240	Council of the United Nations, any directives of the European	300
241	Community, the effective orders of any other Supranational body	301
242	which has the right to issue and give the same, and with national	302
243	laws aimed at enforcing the same to which Owners are subject,	303
244	and to obey the orders and directions of those who are charged	304
245	with their enforcement;	305
246		
247	(d) to discharge at any other port any cargo or part thereof which	306
248	may render the vessel liable to confiscation as a contraband	307
	carrier;	308
249		
250	(e) to call at any other port to change the crew or any part thereof	309
251	or other persons on board the vessel when there is reason to	310
252	believe that they may be subject to internment, imprisonment or	311
253	other sanctions;	312
254		
255	(f) where cargo has not been loaded or has been discharged by	313
256	Owners under any provisions of this Clause, to load other cargo for	314
257	Owners' own benefit and carry it to any other port or ports	315
258	whatsoever, whether backwards or forwards or in a contrary	316
259	direction to the ordinary or customary route.	317
260		
261	6. If in compliance with any of the provisions of sub-clauses 2 to 5	318
262	of this Clause anything is done or not done, such shall not be	319
263	deemed to be a deviation, but shall be considered as due	320
264	fulfilment of the Contract of Carriage.	321
265		
266	N. Agency.	322
267		
268	Unless otherwise agreed Owners shall appoint Agents suggested	323
269	by Charterers, provided they render services at a competitive rate.	324
270		
271	O. General Average, New Jason Clause, Both-to-Blame	325
272		
273	Collision Clause.	326
	In case of General Average same to be settled in Oslo according	327
274	to the York-Antwerp Rules 1994.	328
275		
276	If the adjustment of General Average or the liability for any collision	329
277	in which the vessel is involved while performing the carriage under	330
278	the terms of this Charter Party, falls to be determined in	331
279	accordance with the law and practice of the United States of	332
280	America, the New Jason Clause and the Both-to-Blame Collision	333
281	Clause as printed in the Hydro Bill of Lading form shall be deemed	334
282	to be incorporated in this Charter Party.	335
283		
284		

P. Law and Jurisdiction.	336
If not otherwise provided for in this Charter Party, any disputes to	337
be brought before the City Court of Oslo and Norwegian Law to be	338
applied.	339
Q. Bills of Lading.	340
Bills of Lading shall be signed by the Master as per the Hydro	341
Bill of Lading form edition 1997, without prejudice to this Charter	342
Party.	343