


1. Shipbroker	BIMCO UNIFORM TIME-CHARTER (AS REVISED 2001) CODE NAME: "BALTIME 1939"  Part I	
3. Owners/Place of business	2. Place and Date of Charter Geneva,	
5. Vessel's Name	4. Charterers/Place of business	
7. Class	6. GT/NT	
9. Total tons d.w. (abt.) on summer freeboard	8. Indicated brake horse power (bhp)	
11. Permanent bunkers (abt.)	10. Cubic feet grain/bale capacity	
13. Present position	12. Speed capability in knots (abt.) on a consumption in tons (abt.) of	
15. Port of delivery (Cl. 1)	14. Period of hire (Cl. 1)	
17. (a) Trade limits (Cl. 2) <hr/> (b) Cargo exclusions specially agreed		
18. Bunkers on re-delivery (state min. and max. quantity)(Cl. 5)	19. Charter hire (Cl. 6)	
20. Hire payment (state currency, method and place of payment; also beneficiary and bank account) (Cl. 6)		
21. Place or range of re-delivery (Cl. 7)	22. Cancelling date (Cl. 21)	
23. Dispute resolution (state 22(A), 22(B) or 22(C); if 22(C) agreed Place of Arbitration <u>must</u> be stated) (Cl. 22)	24. Brokerage commission and to whom payable (Cl. 24)	
25. Numbers of additional clauses covering special provisions, if agreed		

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter 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)
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PART II
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It is agreed between the party mentioned in Box 3 as Owners	1	weighing, tallying and delivery of cargoes, surveys on	61
of the Vessel named in Box 5 of the gross/net tonnage	2	hatches, meals supplied to officials and men in their	62
indicated in Box 6, classed as stated in Box 7 and of indicated	3	service and all other charges and expenses whatsoever	63
brake horse power (bhp) as stated in Box 8, carrying about	4	including detention and expenses through quarantine	64
the number of tons deadweight indicated in Box 9 on	5	(including cost of fumigation and disinfection). All ropes,	65
summer freeboard inclusive of bunkers, stores and	6	slings and special runners actually used for loading	66
provisions, having as per builder's plan a cubic-feet grain/	7	and discharging and any special gear, including special	67
bale capacity as stated in Box 10, exclusive of permanent	8	ropes and chains required by the custom of the port for	68
bunkers, which contain about the number of tons stated in	9	mooring shall be for the Charterers' account. The Vessel	69
Box 11, and fully loaded capable of steaming about the	10	shall be fitted with winches, derricks, wheels and ordinary	70
number of knots indicated in Box 12 in good weather and	11	runners capable of handling lifts up to 2 tons.	71
smooth water on a consumption of about the number of	12		
tons fuel oil stated in Box 12, now in position as stated in	13	5. Bunkers	72
Box 13 and the party mentioned as Charterers in Box 4, as	14	The Charterers at port of delivery and the Owners at port	73
follows:	15	of re-delivery shall take over and pay for all fuel oil	74
		remaining in the Vessel's bunkers at current price at the	75
		respective ports. The Vessel shall be re-delivered with	76
		not less than the number of tons and not exceeding the	77
		number of tons of fuel oil in the Vessel's bunkers stated	78
		in Box 18.	79
1. Period/Port of Delivery/Time of Delivery	16		
The Owners let, and the Charterers hire the Vessel for a	17	6. Hire	80
period of the number of calendar months indicated in	18	The Charterers shall pay as hire the rate stated in Box	81
Box 14 from the time (not a Sunday or a legal Holiday	19	19 per 30 days, commencing in accordance with Clause	82
unless taken over) the Vessel is delivered and placed at	20	1 until her re-delivery to the Owners.	83
the disposal of the Charterers between 9 a.m. and 6	21	Payment of hire shall be made in cash, in the currency	84
p.m., or between 9 a.m. and 2 p.m. if on Saturday, at the	22	stated in Box 20, without discount, every 30 days, in	85
port stated in Box 15 in such available berth where she	23	advance, and in the manner prescribed in Box 20. In	86
can safely lie always afloat, as the Charterers may direct,	24	default of payment the Owners shall have the right of	87
the Vessel being in every way fitted for ordinary cargo	25	withdrawing the Vessel from the service of the Charterers,	88
service. The Vessel shall be delivered at the time	26	without noting any protest and without interference by	89
indicated in Box 16.	27	any court or any other formality whatsoever and without	90
		prejudice to any claim the Owners may otherwise have	91
		on the Charterers under the Charter.	92
2. Trade	28		
The Vessel shall be employed in lawful trades for the	29	7. Re-delivery	93
carriage of lawful merchandise only between safe ports	30	The Vessel shall be re-delivered on the expiration of the	94
or places where the Vessel can safely lie always afloat	31	Charter in the same good order as when delivered to	95
within the limits stated in Box 17. No live stock nor	32	the Charterers (fair wear and tear excepted) at an icefree	96
injurious, inflammable or dangerous goods (such as	33	port in the Charterers option at the place or within	97
acids, explosives, calcium carbide, ferro silicon,	34	the range stated in Box 21, between 9 a.m. and 6 p.m.,	98
naphtha, motor spirit, tar, or any of their products) shall	35	and 9 a.m. and 2 p.m. on Saturday, but the day of re-	99
be shipped.	36	delivery shall not be a Sunday or legal Holiday.	100
		The Charterers shall give the Owners not less than ten	101
3. Owners' Obligations	37	days notice at which port and on about which day the	102
The Owners shall provide and pay for all provisions and	38	Vessel will be re-delivered. Should the Vessel be ordered	103
wages, for insurance of the Vessel, for all deck and	39	on a voyage by which the Charter period will be exceeded	104
engine-room stores and maintain her in a thoroughly	40	the Charterers shall have the use of the Vessel to enable	105
efficient state in hull and machinery during service. The	41	them to complete the voyage, provided it could be	106
Owners shall provide winchmen from the crew to	42	reasonably calculated that the voyage would allow	107
operate the Vessel's cargo handling gear, unless the	43	redelivery about the time fixed for the termination of the	108
crew's employment conditions or local union or port	44	Charter, but for any time exceeding the termination date	109
regulations prohibit this, in which case qualified shore-	45	the Charterers shall pay the market rate if higher than	110
winchmen shall be provided and paid for by the	46	the rate stipulated herein.	111
Charterers.	47		
4. Charterers' Obligations	48	8. Cargo Space	112
The Charterers shall provide and pay for all fuel oil, port	49	The whole reach and burthen of the Vessel, including	113
charges, pilotages (whether compulsory or not), canal	50	lawful deck-capacity shall be at the Charterers' disposal,	114
steersmen, boatage, lights, tug-assistance, consular	51	reserving proper and sufficient space for the Vessel's	115
charges (except those pertaining to the Master, officers	52	Master, officers, crew, tackle, apparel, furniture,	116
and crew), canal, dock and other dues and charges,	53	provisions and stores.	117
including any foreign general municipality or state taxes,	54		
also all dock, harbour and tonnage dues at the ports of	55		
delivery and re-delivery (unless incurred through cargo	56		
carried before delivery or after re-delivery), agencies,	57		
commissions, also shall arrange and pay for loading,	58		
trimming, stowing (including dunnage and shifting	59		
boards, excepting any already on board), unloading,	60		

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9. Master	118	or by improper or careless bunkering or loading, stowing	180
The Master shall prosecute all voyages with the utmost	119	or discharging of goods or any other improper or	181
despatch and shall render customary assistance with	120	negligent act on their part or that of their servants.	182
the Vessel's crew. The Master shall be under the orders	121		
of the Charterers as regards employment, agency, or	122	13. Advances	183
other arrangements. The Charterers shall indemnify the	123	The Charterers or their Agents shall advance to the	184
Owners against all consequences or liabilities arising	124	Master, if required, necessary funds for ordinary	185
from the Master, officers or Agents signing Bills of Lading	125	disbursements for the Vessel's account at any port	186
or other documents or otherwise complying with such	126	charging only interest at 6 per cent. p.a., such advances	187
orders, as well as from any irregularity in the Vessel's	127	shall be deducted from hire.	188
papers or for overcarrying goods. The Owners shall not	128		
be responsible for shortage, mixture, marks, nor for	129	14. Excluded Ports	189
number of pieces or packages, nor for damage to or	130	The Vessel shall not be ordered to nor bound to enter:	190
claims on cargo caused by bad stowage or otherwise. If	131	(A) any place where fever or epidemics are prevalent or	191
the Charterers have reason to be dissatisfied with the	132	to which the Master, officers and crew by law are not	192
conduct of the Master or any officer, the Owners, on	133	bound to follow the Vessel;	193
receiving particulars of the complaint, promptly to	134	(B) any ice-bound place or any place where lights,	194
investigate the matter, and, if necessary and practicable,	135	lightships, marks and buoys are or are likely to be	195
to make a change in the appointments.	136	withdrawn by reason of ice on the Vessel's arrival or	196
		where there is risk that ordinarily the Vessel will not be	197
10. Directions and Logs	137	able on account of ice to reach the place or to get out	198
The Charterers shall furnish the Master with all	138	after having completed loading or discharging. The	199
instructions and sailing directions and the Master shall	139	Vessel shall not be obliged to force ice. If on account of	200
keep full and correct logs accessible to the Charterers	140	ice the Master considers it dangerous to remain at the	201
or their Agents.	141	loading or discharging place for fear of the Vessel being	202
		frozen in and/or damaged, he has liberty to sail to a	203
11. Suspension of Hire etc.	142	convenient open place and await the Charterers' fresh	204
(A) In the event of drydocking or other necessary	143	instructions. Unforeseen detention through any of above	205
measures to maintain the efficiency of the Vessel,	144	causes shall be for the Charterers' account.	206
deficiency of men or Owners' stores, breakdown of	145		
machinery, damage to hull or other accident, either	146	15. Loss of Vessel	207
hindering or preventing the working of the Vessel and	147	Should the Vessel be lost or missing, hire shall cease	208
continuing for more than twenty-four consecutive hours,	148	from the date when she was lost. If the date of loss	209
no hire shall be paid in respect of any time lost thereby	149	cannot be ascertained half hire shall be paid from the	210
during the period in which the Vessel is unable to perform	150	date the Vessel was last reported until the calculated	211
the service immediately required. Any hire paid in	151	date of arrival at the destination. Any hire paid in advance	212
advance shall be adjusted accordingly.	152	shall be adjusted accordingly.	213
(B) In the event of the Vessel being driven into port or to	153		
anchorage through stress of weather, trading to shallow	154	16. Overtime	214
harbours or to rivers or ports with bars or suffering an	155	The Vessel shall work day and night if required. The	215
accident to her cargo, any detention of the Vessel and/or	156	Charterers shall refund the Owners their outlays for all	216
expenses resulting from such detention shall be for the	157	overtime paid to officers and crew according to the hours	217
Charterers account even if such detention and/or	158	and rates stated in the Vessel's articles.	218
expenses, or the cause by reason of which either is	159		
incurred, be due to, or be contributed to by, the	160	17. Lien	219
negligence of the Owners servants.	161	The Owners shall have a lien upon all cargoes and	220
		sub-freights belonging to the Time-Charterers and any	221
12. Responsibility and Exemption	162	Bill of Lading freight for all claims under this Charter,	222
The Owners only shall be responsible for delay in	163	and the Charterers shall have a lien on the Vessel for all	223
delivery of the Vessel or for delay during the currency of	164	moneys paid in advance and not earned.	224
the Charter and for loss or damage to goods onboard, if	165		
such delay or loss has been caused by want of due	166	18. Salvage	225
diligence on the part of the Owners or their Manager in	167	All salvage and assistance to other vessels shall be for	226
making the Vessel seaworthy and fitted for the voyage	168	the Owners' and the Charterers' equal benefit after	227
or any other personal act or omission or default of the	169	deducting the Master's, officers' and crew's proportion	228
Owners or their Manager. The Owners shall not be	170	and all legal and other expenses including hire paid	229
responsible in any other case nor for damage or delay	171	under the charter for time lost in the salvage, also repairs	230
whatsoever and howsoever caused even if caused by	172	of damage and fuel oil consumed. The Charterers' shall	231
the neglect or default of their servants. The Owners shall	173	be bound by all measures taken by the Owners in order	232
not be liable for loss or damage arising or resulting	174	to secure payment of salvage and to fix its amount.	233
from strikes, lock-outs or stoppage or restraint of labour	175		
(including the Master, officers or crew) whether partial	176		
or general. The Charterers shall be responsible for loss	177		
or damage caused to the Vessel or to the Owners by	178		
goods being loaded contrary to the terms of the Charter	179		

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19. Sublet	234	then such bonus or additional wages shall be reimbursed	298
The Charterers shall have the option of subletting the	235	to the Owners by the Charterers at the same	299
Vessel, giving due notice to the Owners, but the original	236	time as the next payment of hire is due.	300
Charterers shall always remain responsible to the	237	(F) The Vessel shall have liberty:-	301
Owners for due performance of the Charter.	238	(i) to comply with all orders, directions, recommendations	302
		or advice as to departure, arrival, routes,	303
20. War ("Conwartime 1993")	239	sailing in convoy, ports of call, stoppages, destinations,	304
(A) For the purpose of this Clause, the words:	240	discharge of cargo, delivery, or in any other way	305
(i) "Owners" shall include the shipowners, bareboat	241	whatsoever, which are given by the Government of the	306
charterers, disponent owners, managers or other	242	Nation under whose flag the Vessel sails, or other	307
operators who are charged with the management of the	243	Government to whose laws the Owners are subject, or	308
Vessel, and the Master; and	244	any other Government, body or group whatsoever acting	309
(ii) "War Risks" shall include any war (whether actual or	245	with the power to compel compliance with their orders	310
threatened), act of war, civil war, hostilities, revolution,	246	or directions;	311
rebellion, civil commotion, warlike operations, the laying	247	(ii) to comply with the order, directions or recom-	312
of mines (whether actual or reported), acts of piracy,	248	mendations of any war risks underwriters who have the	313
acts of terrorists, acts of hostility or malicious damage,	249	authority to give the same under the terms of the war	314
blockades (whether imposed against all vessels or	250	risks insurance;	315
imposed selectively against vessels of certain flags or	251	(iii) to comply with the terms of any resolution of the	316
ownership, or against certain cargoes or crews or	252	Security Council of the United Nations, any directives of	317
otherwise howsoever), by any person, body, terrorist or	253	the European Community, the effective orders of any	318
political group, or the Government of any state	254	other Supranational body which has the right to issue	319
whatsoever, which, in the reasonable judgement of the	255	and give the same, and with national laws aimed at	320
Master and/or the Owners, may be dangerous or are	256	enforcing the same to which the Owners are subject,	321
likely to be or to become dangerous to the Vessel, her	257	and to obey the orders and directions of those who are	322
cargo, crew or other persons on board the Vessel.	258	charged with their enforcement;	323
(B) The Vessel, unless the written consent of the Owners	259	(iv) to divert and discharge at any other port any cargo or	324
be first obtained, shall not be ordered to or required to	260	part thereof which may render the Vessel liable to	325
continue to or through, any port, place, area or zone	261	confiscation as a contraband carrier;	326
(whether of land or sea), or any waterway or canal, where	262	(v) to divert and call at any other port to change the crew	327
it appears that the Vessel, her cargo, crew or other	263	or any part thereof or other persons on board the Vessel	328
persons on board the Vessel, in the reasonable	264	when there is reason to believe that they may be subject	329
judgement of the Master and/or the Owners, may be, or	265	to internment, imprisonment or other sanctions.	330
are likely to be, exposed to War Risks. Should the Vessel	266	(G) If in accordance with their rights under the foregoing	331
be within any such place as aforesaid, which only	267	provisions of this Clause, the Owners shall refuse to	332
becomes dangerous, or is likely to be or to become	268	proceed to the loading or discharging ports, or any one	333
dangerous, after her entry into it, she shall be at liberty	269	or more of them, they shall immediately inform the	334
to leave it.	270	Charterers. No cargo shall be discharged at any	335
(C) The Vessel shall not be required to load contraband	271	alternative port without first giving the Charterers notice	336
cargo, or to pass through any blockade, whether such	272	of the Owners intention to do so and requesting them	337
blockade be imposed on all vessels, or is imposed	273	to nominate a safe port for such discharge. Failing such	338
selectively in any way whatsoever against vessels of	274	nomination by the Charterers within 48 hours of the	339
certain flags or ownership, or against certain cargoes	275	receipt of such notice and request, the Owners may	340
or crews or otherwise howsoever, or to proceed to an	276	discharge the cargo at any safe port of their own choice.	341
area where she shall be subject, or is likely to be subject	277	(H) If in compliance with any of the provisions of sub-	342
to a belligerent's right of search and/or confiscation.	278	clauses (B) to (G) of this Clause anything is done or not	343
(D) (i) The Owners may effect war risks insurance in	279	done, such shall not be deemed a deviation, but shall	344
respect of the Hull and Machinery of the Vessel and their	280	be considered as due fulfilment of this Charter.	345
other interests (including, but not limited to, loss of	281		
earnings and detention, the crew and their Protection	282	21. Cancelling	346
and Indemnity Risks), and the premiums and/or calls	283	Should the Vessel not be delivered by the date indicated	347
therefor shall be for their account.	284	in Box 22, the Charterers shall have the option of	348
(ii) If the Underwriters of such insurance should require	285	cancelling. If the Vessel cannot be delivered by the	349
payment of premiums and/or calls because, pursuant	286	cancelling date, the Charterers, if required, shall declare	350
to the Charterers' orders, the Vessel is within, or is due	287	within 48 hours after receiving notice thereof whether	351
to enter and remain within, any area or areas which are	288	they cancel or will take delivery of the Vessel.	352
specified by such Underwriters as being subject to	289		
additional premiums because of War Risks, then such	290	22. Dispute Resolution	353
premiums and/or calls shall be reimbursed by the	291	*) (A) This Charter shall be governed by and construed in	354
Charterers to the Owners at the same time as the next	292	accordance with English law and any dispute arising	355
payment of hire is due.	293	out of or in connection with this Charter shall be referred	356
(E) If the Owners become liable under the terms of	294	to arbitration in London in accordance with the Arbitration	357
employment to pay to the crew any bonus or additional	295	Act 1996 or any statutory modification or re-enactment	358
wages in respect of sailing into an area which is	296	thereof save to the extent necessary to give effect to the	359
dangerous in the manner defined by the said terms,	297	provisions of this Clause.	360

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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.	361	to mediation.	426
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 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.	362	(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.	427
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	363	(iii) If the other party does not agree to mediate, 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.	428
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.	364	(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.	429
*) (B) This Charter 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 Contract 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.	365	(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.	430
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 Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	366	(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.	431
*) (C) This Charter 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 shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	367	(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.	432
(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.	368	(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)	433
In the case of a dispute in respect of which arbitration has been commenced under (A), (B) or (C) above, the following shall apply:-	369	(E) If Box 23 in Part I is not appropriately filled in, sub-clause (A) of this Clause shall apply. Sub-clause (D) shall apply in all cases.	434
(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	370	*) (A), (B) and (C) are alternatives; indicate alternative agreed in Box 23.	435
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	403	23. General Average	467
	404	General Average shall be settled according to York/Antwerp Rules, 1994 and any subsequent modification thereof. Hire shall not contribute to General Average.	468
	405		469
	406		470
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	408	24. Commission	471
	409	The Owners shall pay a commission at the rate stated in Box 24 to the party mentioned in Box 24 on any hire paid under the Charter, but in no case less than is necessary to cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission. Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.	472
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