

Code Name: **Norgrain 89**
RECOMMENDED BY
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIPBROKERS AND
AGENTS (FONASBA)

AMENDED MAY 1989

NORTH AMERICAN GRAIN CHARTER PARTY 1973
ISSUED BY THE ASSOCIATION OF SHIPBROKERS AND AGENTS (U.S.A.) INC.

Owners	IT IS THIS DAY MUTUALLY AGREED, between	1
	
	Owners/Disponent Owners/Time-chartered Owners/ Chartered Owners of the <i>tonnage to be nominated</i> (SS/M.V.) (Self/Non Self-Trimming Single Decker / MPP Bulk Carrier/Tween Decker/Tanker) Call Sign	2
	(Line 2: Delete as appropriate)	
Description of Vessel	Built at of tons of 2,240 lbs.	3
	deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of cubic feet (including cubic feet in	4
	self-bleeding wing spaces)	5
		6
Classification	Classed in now	7
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	(Lines 7-10: Insert vessel's Itinerary.)	
Charterers	and of Charterers.	11
Loading Port(s)	1. That the said vessel, being tight, staunch strong and in every way fit for the voyage, shall with all convenient speed proceed to <i>one to two safe berth(s) /anchorage(s) one safe port Kandla, India</i>	12
 and there load	13
	at —safe loading berth(s) in Charterers' option:	14
Description of Cargo	always afloat, a full and complete*/ part * cargo in bulk of <i>rice in bags</i>	15
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	at Charterers' option <i>30,000 metric tons of 2,240 lbs.* /1,000 kilos.* 5 % more or less, quantity at Owners' option. Estimated cargo intake to be advised with nomination. Owners warrant no strapping and/</i>	18
	<i>or securing required.</i>	
Notice and Loading Port	2. Owners are to give Charterers (or their Agents) (telegraphic address " <i>on fixing then 7/5/3/2/1 days notice</i> " telex number:	19
Orders	<i>15 and 7 days notice of vessel's expected readiness to load date, and approximate quantity of cargo required with the 15 days' notice, such quantity to be based on a cargo of Heavy Grain, unless the</i>	20
	<i>cargo composition has been declared or indicated.</i>	21
	The Charterers are to be kept continuously advised by telegram/telex of any alteration in vessel's readiness to load date.	22
	Master to apply to —(telegraphic address " —")	23
	for first or sole loading port orders 144 hours before vessel's expected readiness to load date but not sooner than 144 hours before the laydays in Clause 4 and Charterers or their Agents are to give	24
	orders for first or sole loading port within 72 hours of receipt of Master's application, unless given earlier.	25
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	Orders for second port of loading, if used, to be given to the Master not later than	26
		27
Vessel Inspection	Master is to give Charterers (or and their Agents) <i>72 24 and 12 hours notice of vessel's estimated time of arrival at first or sole loading port together with vessel's estimated readiness to load date.</i>	28
	3. Vessel is to load under inspection of National Cargo Bureau, Inc in U.S.A. ports or of the Port Warden in Canadian ports. Vessel is also to load under inspection of a Grain Inspector licensed/authorised	29
	by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act and/or of a Grain Inspector employed by the Canada Department of Agriculture as required by the appropriate	30
	authorities.	31
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	If vessel loads at other than U.S. or Canadian ports, she <i>Vessel</i> is to load under inspection of such national and/or regulatory bodies as may be required.	32
	Vessel is to comply with the rules of such authorities, and shall load cargo not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel, Furniture and Water. Cost of such inspections shall be borne by Owners <i>Charterers</i> .	33
Laydays/ Cancelling	4. Laytime for loading, if required by Charterers, not to commence before 0800 on the day of 49	34 35
	Should the vessel's notice of readiness not be tendered and accepted as per Clause 18 before 1200 on the day of 19	36
	the Charterers have the option of cancelling this Charterparty any time thereafter, but not later than one hour after the tender of notice of readiness as per Clause 18.	37
	<i>Vessel not to tender Notice of Readiness prior to laydays. Laydays/cancelling to be narrowed down by Charterers to a 10 days spread 25 days prior to first narrowed layday. Gencon 1994 Cancelling Clause</i>	
	<i>a) Should the vessel not be ready to load, whether in berth or not, on the cancelling date, , the Charterers have the option of cancelling this Charter Party.</i>	
	<i>b) Should the 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 expected date of vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or to agree to a new cancelling date. Such option must be declared by the Charterers within 48 running hours at SATSHEX after receipt of the Owner's notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date. The provision of sub-clause(b) of this Clause shall operate only once, and in case of the vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) of the Clause.</i>	
Destination	5. On being so loaded, the vessel shall proceed to <i>deliver the cargo</i>	38
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	as ordered by Charterers/ Receivers *, and deliver the cargo, according to Bills of Lading at <i>one or two safe berth(s) /anchorage(s) Umm Qasr</i>	40
Discharging Port Orders	safe discharging berths in Charterers' option, vessel being always afloat, on being*/having been* paid freight as per Clauses 8 and 9. Owners to verify themselves about ports restrictions/regulations all ends.	41
	Master to apply by radio to- (telegraphic address "—")	42
	for first or sole discharging port orders 96 hours before vessel is due off/at*—and they are to give first or sole discharging port orders by radio within 48 hours of receipt of Master's application unless given earlier. If Master's application is received on a Saturday, the time allowed shall be 52 hours instead of 48 hours.	43 44
	Orders for second and/or third port(s) of discharge are to be given to the Master not later than vessel's arrival at first or subsequent port.	45
	Master to radio Charterers/ Receivers (or their Agents) 72 and 24 hours notice of vessel's estimated time of arrival at first or sole discharging port. Charterers/ Receivers (or their Agents) are to be kept continuously advised by radio/telegram/telex of any alterations in such estimated time of arrival.	46 47
Bills of Lading	6. The Master is to sign Bills of Lading as presented on the North American Grain Bill of Lading form based on shore figures without prejudice to the terms, conditions and exceptions of this Charterparty. If the Master elects	48
	to delegate the signing of Bills of Lading to his Agents he shall give them authority to do so in writing <i>on Agents standard form of authorisation, a</i> , copy of which is to be furnished to Charterers if so required. <i>Master's right to reject any cargo which is not sound and Charterers to replace same with clean cargo at their time/expense.</i>	49
Rotation of Ports	7. Rotation of loading ports is to be in Owners'*/Charterers'* option.	50
	Rotation of discharging ports is to be in Owners'*/Charterers'* option, but if more than two (2) ports of discharge are used rotation is to be geographic—to	51
Freight	8. Freight to be paid as follows:	52
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	<i>Option to be declared upon nomination of the vessel.</i>	54 55 56
	per ton of 2,240 lbs./1,000 Kilos*	57
	Charterers have the option of ordering the vessel to load at	58
	in which case the rate of freight to be	59
	per ton of 2,240 lbs./1,000 Kilos.*	60 61 62 63
	Charterers/Receivers have the option of ordering the vessel to discharge at	64
	in which case the rate of freight to be	65 66

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per ton of 2,240 lbs./1,000 Kilos*	69
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If more than one port of loading and/or discharging is used, the rate of freight shall be increased by	70
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per ton of 2,240 lbs./1,000 Kilos* for each additional loading and/or discharging port on the entire cargo.	72
Freight Payment 9. (a) Freight shall be fully prepaid on surrender of signed Bills of Lading in <i>See Clause 50</i> in—currency to	73
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on Bill of Lading weight, discountless, not returnable, vessel and/or cargo lost or not lost. Freight shall be deemed earned as cargo is loaded on board.	76
Once the Bills of Lading have been signed, and Charterers call for surrender of Original Bills of Lading against freight payment above, it will be incumbent upon Owners or their Agents to comply	77
immediately with such call for surrender during office hours, Mondays to Fridays inclusive.	78
(Other) (b) <i>Please remit by TT to: , banking details as per clause 50.</i>	79
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Cost of Loading and Discharging 10. (a)* Cargo is to be loaded and spout trimmed <i>stowed</i> (to Master's satisfaction in respect of seaworthiness) free of expense to the vessel.	82
Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness): <i>basis Liner terms.</i>	83
(b)* Cargo is to be loaded and trimmed at Owners' expense.	84
Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	85
Stevedores at Loading Port(s) and Discharging Port(s) 11. Stevedores at loading Port(s) are to be appointed by Charterers*/Owners* and paid by Charterers*/Owners*	86
If stevedores are appointed by Owners, they are to be approved by Charterers at loading port(s), and such approval is not to be unreasonably withheld.	87
Stevedores at discharging port(s) are to be appointed and paid for by Charterers/Receivers*.	88
In all cases, stevedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master.	89
Bulk Carrier and Wing Spaces 12. (a) The vessel is warranted to be a self-trimming bulk carrier*/non-self-trimming bulk carrier.* <i>SD / MPP bulk carrier</i>	90
(b) Cargo may be loaded into wing spaces if the cargo can bleed into centerholds. Wing spaces are to be spout trimmed; any further trimming in wing spaces and any additional expenses in discharging are to be for Owners' account, and additional time so used is not to count as laytime or time on demurrage.	91
Overtime 13. (a) Expenses	92
(i) All overtime expenses at loading and discharging ports shall be for account of the party ordering same.	93
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(ii) If overtime is ordered by port authorities or the party controlling the loading and/or discharging terminal or facility all overtime expenses are to be equally shared between the Owners and for Charterers*/Receivers*	95
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(iii) Overtime expenses for vessel's officers and crew shall always be for Owner's account.	97
(b) Time Counting <i>at loading port</i>	98
If overtime ordered by Owners be worked during periods excepted from laytime the actual time used shall count; if ordered by Charterers/Receivers, the actual time used shall not count; if ordered by	99
port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall count.	100
Separations 14. Cost of cargo separations if required by Charterers , including labor used for laying same, to be for Charterers' account unless required by Owners, in which case all resultant expenses shall be borne by the Owners. Separations	101
ordered by Charterers shall be made to Master's satisfaction (but not exceeding the requirements of the competent authorities).	102
Securing 15. (a) For Owners' account	103
Any securing required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Owners, and time so used not to count as laytime or time on demurrage.	104
Bleeding of bags, if any, at discharge port(s) to be at Owners' expense, and time actually lost is not to count.	105
(b) For Charterers' account	106
Any securing required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Charterers, and time so used to count as laytime or time on demurrage.	107
Bleeding of bags, if any, at discharge port(s) to be at Charterers'/Receivers' expense.	108
(Delete para (a) or (b) as appropriate)	

Fumigation	16. If after loading has commenced, and at any time thereafter until completion of discharge, the cargo is required to be fumigated in vessel's holds, the Owners are to permit same to take place at Charterers' risk and expense, including necessary expenses for accommodating and victualling vessel's personnel ashore.	109 110
	The Charterers warrant that the fumigants used will not expose the vessel's personnel to any health hazards whatsoever, and will comply with current IMO regulations.	111
Opening/ Closing Hatches	Time lost to the vessel is to count at the demurrage rate.	112
	17. At each loading and discharging port, cost of first opening and last closing of hatches and removal and replacing of beams, if any, shall be for Owners' account. Cost of all other opening and closing of hatches, removal and replacing of beams shall be for Charterers'/Receivers' account.	113 114
	<i>At each loading and discharging port, cost of all opening and closing of hatches and removal and replacing of beams, if any, shall be for Owners account.</i>	
	18. (a) Notice of Readiness and Commencement of Laytime	115
	Notification of vessel's readiness to load and discharge at the first or sole loading and discharging port shall be delivered in writing at the office of Charterers/Receivers (or their Agents) between 0900 0800 and 1700 hours Mondays- Fridays on all days except Sundays and holidays, and between 0900 0800 and 1200 hours on Saturdays. Charterers (or their Agents) shall not be required to accept notice of readiness to load on Saturdays from 1200 hours or on Sundays or holidays. Such notice of readiness shall be delivered when the vessel is in the loading or discharging berth and is in all respects ready to load, including Free Pratique where applicable. If vacant, failing which If the Loading berth is unavailable, Master may tender vessel's notice of readiness by telex/cable/radio from a lay berth or anchorage within the commercial limits of the port, or otherwise as provided in subject to the provisions of Clause 18 (b) hereunder.	116 117 118
Time Counting	<i>Following receipt of notice of readiness to load as above, laytime will commence at 1300hours if Notice of Readiness is tendered on/before 1200 hours same day and 0800 hours on the next working day if Notice of Readiness is tendered after 1200 hours, Saturdays from 1200 hours, Sundays and holidays excepted.</i>	
	(b) Waiting for Berth Outside Port Limits	119
	If the vessel is prevented from entering the commercial limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay berth or anchorage is not available within the port limits,	120
	or on the order of the Charterers/Receivers or any competent official body or authority, and the Master warrants that the vessel is physically ready in all respects to load or discharge, the time spent waiting at a usual waiting place outside the commercial limits of the port or off the port shall count against laytime. Such laytime shall count from vessel's arrival at such usual waiting place the Master may tender vessel's notice of readiness, by radio if desired, from the usual anchorage outside the limits of the port, whether in free pratique or not, whether customs cleared or not and will continue to run as per clause 19 until any of the aforesaid conditions cease to be operative and vessel is so notified by the charterers or their Agents or any competent authority. If after entering commercial the limits of the loading port, vessel fails to pass inspections as per Clause 18 (d) (e) any time so lost shall not count as laytime or time on demurrage from the time vessel fails inspections until she is passed, but if this delay in obtaining said passes exceeds 24 running hours shex all time spent waiting outside the limits of the port shall not count. then the time will not count from the moment of rejection until vessel is finally passed. Time between Master's telex informing that vessel is ready again for inspection and the inspector arriving for reinspection not to exceed 3 hours, otherwise any time in excess of 3 hours, time to count.	121 122 123 124
	<i>Time so used is to be added to laytime (or time on demurrage) used for loading/discharging the entire cargo if Clause 19(b) and 19(c) apply and is to be added to laytime (or time on demurrage) used for loading the entire cargo.</i>	
	<i>Once the vessel has reached a place within the commercial limits of the port, notice of readiness is to be tendered in accordance with the provision of lines 115 to 118 and laytime is to begin to count in accordance with the addition after line 118.</i>	
	<i>At loading port the cancelling date shall be extended by the number of running days SHINC rounded to the nearest day spent waiting outside the commercial limits of the port for berth (in accordance with the provision of lines 120 to 123)</i>	
	(c) Commencement of Laytime	125
	Following receipt of notice of readiness laytime will commence at 0800 on the next day not excepted from laytime. Time (not excepted from laytime) actually used before commencement of laytime shall count.	126 127
	(d) (c) Subsequent Ports	128
Laytime	At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from vessel's arrival within the limits of the port or as provided in Clause 18 (b) if applicable.	129 130
	(e) (d) Inspection	131
	Unless the conditions of Clause 18 (b) apply, at first or sole Subject to provisions of Clause 18(b), at the loading port Master's notice of readiness shall be accompanied by pass of such national and/or regulatory bodies as may be required. of the National Cargo Bureau/Port Warden and Grain Inspector's certificate of vessel's readiness in all compartments to be loaded, for the entire cargo covered by the Charterparty as per Clause 3. In the event that vessel loads in subsequent port(s) and is required to re-pass inspections in these ports, any time lost thereat in securing the required certificates shall not count as laytime or time on demurrage.	132 133 134
	19 (a) Vessel is to be loaded and discharged within — working days of twenty-four (24) consecutive hours each (weather permitting).	135
	Sundays and Holidays excepted.	136

	(b) Vessel is to be loaded within 2,000 or in Charterers' option 4,000 or in Charterers' option 5,000 metric tons per weather working days of twenty-four (24) consecutive hours each (weather permitting). Sundays and Holidays excepted. Saturday noon or noon preceding a legal/local holiday until Monday 8 AM or 8 AM next working day not to count even if used.	137 138
	(c) Vessel is to be discharged at the average rate of basis liner terms tons of 2,240 lbs.* / 1,000 kilos.* per working day of twenty-four (24) consecutive hours (weather permitting), Sundays and Holidays excepted on the basis of the Bill of Lading weight. (Delete para (a), (b) or (c) as appropriate)	139 140
	(d) Notwithstanding any custom of the port to the contrary, Saturdays shall not count as laytime at loading and discharging port or ports where stevedoring labor and/or grain handling facilities are unavailable on Saturdays or available only at overtime and/or premium rates. Laydays shall be non-reversible (liner terms)	141 142
	In ports where only part of Saturdays is affected by such conditions, as described above, laytime shall count until the expiration of the last straight time period.	143
	Where six or more hours of work are performed at normal rates, Saturday shall count as a full lay day.	144
Demurrage/ Despatch Money	(e) (f) In the event that the vessel is waiting for loading or discharging berth, no laytime is to be deducted during such period for reasons of weather unless the vessel occupying the loading or discharging berth in question is actually prevented from working grain due to weather conditions in which case time so lost is not to count.	145 146
	20. Demurrage at loading and/or discharging ports, <i>if incurred</i> , is to be paid at the rate of per day or pro rata for part of a day and shall be paid by Charterers in respect of loading port(s) and by Charterers/Receivers* in respect of discharging port(s). Despatch money to be paid by Owners at half the demurrage rate for all laytime saved at loading and/or discharging ports. <i>Please refer to clause 9 and/or clause 50 for payment terms.</i>	147 148 149
	Any time lost for which Charterers/Receivers are responsible, which is not excepted under this Charterparty, shall count as laytime, until same has expired, thence time on demurrage.	150
	21. (a) Shifting expenses and time (i) Cost of shifting <i>including bunker fuel used</i> between loading berths/ <i>places/anchorages to be for Owners' account</i> and cost of shifting between discharging berths, including bunker fuel used, to be for Owners'*/Charterers'/Receivers'* account, time counting. Laytime used in shifting to count.	151 152 153
Shifting	(ii) If vessel is required to shift from one loading or discharging berth to a lay berth or anchorage due to subsequent loading or discharging berth(s) not being available, all such <i>additional</i> shifting expenses, <i>over and above the costs which would have been incurred if the vessel had proceeded direct to next berth as defined above</i> shall be for Owners'*/Charterers'/Receivers'* account, time counting. laytime used to count.	154 155
	(iii) If the vessel shifts from the anchorage or waiting place outside the port limits either directly to the first loading or discharging berth or to a lay berth or anchorage within the port limits the cost of that shifting shall be for Owners' account and time so used shall not count even if vessel is on demurrage.	156 157
	(iv) Cost of shifting from lay first berth or anchorage within the port limits to second berth/anchorage each port first loading or first discharging berth to be for Owners' account, time counting. any additional shifting to be for Charterers time and account.	158
	(b) Shifting in and out of the same berth If vessel is required by Charterers/Receivers* (<i>or their Agents</i>) to shift out of the loading berth or the discharging berth and back to the same berth, one berth shall be deemed to have been used, but shifting expenses from and back to the loading or discharging berth so incurred shall be for Charterers'/Receivers'* account and laytime or time on demurrage shall count. <i>See clause 45(a).</i>	159 160 161
Gear and lights	(c) Overtime expenses for vessel's officers and crew shall always be for Owners' account.	162
	22. If required, the Master is to give free use of vessel's cargo gear, including runners, ropes and slings as on board, and power to operate the same.	163
	Vessel's personnel is to operate the gear if permitted to do so by shore regulations, failing which shore operators are to be used.	164
	Such shore <i>crane</i> operators are to be for Owners' <i>Charterers'</i> account at loading port(s) if the provisions of Clause 10 (b) apply, otherwise for Charterers' account at loading and Charterers'*/Receivers'* account at discharging port(s).	165 166
	Time lost on account of breakdowns of vessel's gear essential to the loading or discharging of this cargo is not to count <i>pro rata</i> as laytime or time on demurrage, and if Clause 10 (a) applies any stevedore standby time charges incurred thereby shall be for Owners' account <i>limited to maximum one shift.</i>	167 168
	If required, Master shall give free use of the vessel's lighting as on board for night work.	169

Seaworthy Trim	23. If ordered to be loaded or discharged at two or more <i>berths/anchorages/places</i> /ports, the vessel is to be left in seaworthy trim <i>and stability</i> to Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea Convention as applied in the country in which such ports are situated) for the passage between <i>berths/anchorages/places</i> /ports at Charterers' expense at loading and at Charterers'/Receivers' expense at discharging ports, and time used for placing vessel in seaworthy trim shall count as laytime or time on demurrage.	170
Draft/ Lighterage	24. See Clause 77 Owners warrant the vessel's deepest salt water draft shall not exceed —feet —inches on completion of loading and —feet —inches on arrival at first or sole discharging port.	171
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	Should the vessel be ordered to discharge at a place in which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, laytime is to count as per Clause 18 at a safe anchorage for similar vessels bound for such a place and any lighterage expenses incurred to enable her to reach the place of discharge is to be at the expense and risk of the cargo, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the discharging berth is not to count as laytime or time on demurrage.	173
		174
	Unless loading and/or discharging ports are named in this Charterparty, the responsibility for providing safe <i>berths and/or safe</i> port of loading and/or discharging lies with the Charterers/Receivers* provided Owners have complied with the maximum draft limitations in lines 173/174.	175
Car Decks, etc.	25. It is understood that if this vessel is fitted with car decks, container fittings and/or any other special fittings not connected with the carriage of grain in bulk, any extra expenses incurred in loading and/or discharging as a result of the presence of such car decks, container fittings and/or special fittings are to be for Owners' account. Time so lost shall not count as laytime or time on demurrage.	176
Dues and/or Taxes	26.	177
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Seaway Tolls	27. All St. Lawrence Seaway and/or Welland Canal tolls on vessel and/or cargo assessed by Canadian and United States Authorities are to be paid and borne by Owners.	179
Water Pollution Agents	28. Any time lost on account of vessel's non-compliance with Government and/or State and/or Provincial regulations pertaining to water pollution shall not count as laytime or time on demurrage.	180
	29. Owners*/Charterers* are to appoint agents at loading port(s) and Owners*/Charterers* are to appoint agents at discharging port(s).	181
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Strikes, Stoppages, etc.	In all instances, agency fees shall be for Owners' account but are not to exceed customary applicable fees.	183
	30. If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways or in the Docks or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions, or of a Strike or Lock-out of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a Strike or Lock-out of Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labor at rates current before the Strike or Lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo or Owners of the vessel. For the purpose, however, of settling despatch rebate accounts, any time lost by the vessel through any of the above causes shall be counted as time used in loading, or discharging, as the case may be.	184
Ice	31. Loading Port	185
	(a) If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master —for fear of the Vessel being frozen in— is at liberty to leave without cargo; in such cases this Charterparty shall be null and void.	186
	-	187
	(b) If during loading, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has the liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charterparty to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charterparty.	188
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	(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charterparty null and void unless the Charterers agree to load full cargo at the open port.	190
		191
	Voyage and Discharging Port	192
	(d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/Receivers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage or of ordering the vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers/Receivers of impossibility of reaching port of destination.	193
		194
	(e) If during discharging, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers/Receivers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	195
		196
	(f) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles the freight on the cargo delivered at that port to be increased in proportion.	197
Extra Insurance	32. Any extra insurance on cargo incurred owing to vessel's age, class, flag or ownership to be for Owners' account up to a maximum of —and may be deducted from the freight, in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction. <i>OAP if any on Owners account.</i>	198
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P & I Bunker Clause	33. The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charterparty and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of bunker tanks and deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage. <i>Vessel not to deviate for bunkers purposes except in case of emergency.</i>	216
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Deviation	34. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this Charterparty and the Owners shall not be liable for any loss or damage resulting therefrom; provided, however, that if the deviation is for the purpose of loading or unloading cargo or passengers it shall, prima facie, be regarded as unreasonable.	220
		221
Lien and Cesser Clause	35. The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charterparty.	222
	Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage at loading, and except for all other matters provided for in this Charterparty where the Charterers' responsibility is specified.	223
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Exceptions	36. Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the vessel seaworthy and to have her properly manned, equipped and supplied and neither the vessel nor the Master or Owners shall be or shall be held liable for any loss of or damage or delay to the cargo for causes excepted by the U.S. Carriage of Goods by Sea Act, 1936 or the Canadian Carriage of Goods by Water Act, 1970, or any statutory re-enactment thereof.	225
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	And neither the vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charterparty expressly provided, be responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting from: - Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process, provided bond is promptly furnished to release the vessel or cargo; floods; fires; blockades; riots; insurrections; Civil Commotions; earthquakes; explosions. No exception afforded the Charterers or Receivers under this clause shall relieve the Charterers or Receivers of or diminish their obligations for payment of any sums due to the Owners under provisions of this Charterparty. <i>If the cargo is the property of the Charterers, the Owners shall have the same responsibility as they would have under this clause had the cargo been the property of a third party and carried under Bill of Lading incorporating Hague Rules.</i>	228
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U.S.A. Clause Paramount	37. If the vessel loads in the U.S.A. the U.S.A. Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: -	232
	"This Bill of Lading, shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or any statutory re-enactment thereof, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent but no further."	233
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Canadian Clause Paramount	38. If the vessel loads in Canada the Canadian Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: -	236
	"This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Carriage of Goods by Water Act, 1970, Revised Statutes of Canada, Chapter C-15, enacted by the Parliament of the Dominion of Canada, or any statutory re-enactment thereof, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further."	237
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Both-to-Blame Collision Clause	39. If the liability for any collision in which the vessel is involved while performing this Charterparty falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:	241
		242
	"If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.	243
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	The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact."	247
		248
	The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	249
General Average/ New Jason	40. General Average shall be adjusted <i>payable</i> according to the York/Antwerp Rules 1974 <i>as amended 1990</i> and shall be settled in <i>London</i>	250
	Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	251
	"In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for the consequences of which, the Carrier is not responsible, by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.	252
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	If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery."	255
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	The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.	258

War risks	41. <i>See Clause 79</i> 1. The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any port which the Master or Owners in his or their discretion consider dangerous or impossible to enter or reach.	259
		260
	2. (A) If any port of loading or of discharge named in this Charterparty or to which the vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or	261
	(B) if owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or (b) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the vessel to reach any such port of loading or of discharge - the Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charterparty (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owners' discretion dangerous or prohibited). If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charterparty or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charterparty, the Charterparty shall be read in respect of the freight and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charterparty, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In this latter event the Owners shall have a lien on the cargo for all such extra expenses.	262 263 264 265 266 267 268 269 270 271 272 273
	3. The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.	274 275 276 277 278
	If by reason of or in compliance with any such directions or recommendations the vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or Cargo Owners and the Owners shall have a lien on the cargo for freight and all such expenses.	279 280 281 282 283
Address Commission Brokerage Commission	42. An address commission of % on gross freight, deadfreight and demurrage is due to Charterers at time freight and/or demurrage is paid, vessel lost or not lost, Charterers having the right to deduct such commission from <i>initial</i> payment of freight, <i>deadfreight</i> and/or demurrage.	284 285
	43. A brokerage commission of % on gross freight, deadfreight, and demurrage is payable by Owners to	286
	-	287
	at time of receiving freight payment and/or demurrage payments(s), vessel lost or not lost.	288
Assignment Arbitration	44. Charterers have the privilege of transferring/assigning/reletting all or part of this Charterparty to others (guaranteeing to the Owners the due fulfilment of this Charterparty).	289
	45. (a) New York. All disputes arising out of this contract shall be arbitrated at New York in the following manner, and be subject to U.S. Law: One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc. <i>See clause 64.</i>	290 291 292 293
	For disputes where the total amount claimed by either party does not exceed U.S. \$ —** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc.	294 295
	(b) London. All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be members of the Baltic Mercantile & Shipping Exchange and engaged in the Shipping and/or Grain Trades, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law.	296 297 298 299
	-	
	For disputes where the total amount claimed by either party does not exceed U.S. \$ —** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.	300
	————— (Delete para (a) or (b) as appropriate)	301
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	** Where no figure is supplied in the blank space this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.	

Rider Clauses 46 to 81, both inclusive and Charterers' Questionnaire as attached, are deemed to be incorporated in this Charter Party.

ADDITIONAL CLAUSES

Clause 45

A. The master and the crew to collaborate in all quay/pier movements necessary to accommodate loading/discharging equipment in the respective holds, Warping alongside some quay, if required, to facilitate loading/discharging operations, to be for owner's account., however tug assistance, pilots, linesmen from shore if required to be for Charterers' account, Laytime used in warping to count.

B. Owners are allowed to bunker during loading/discharging operations provided owners guarantee that this bunkering operation is not interfering with the loading/discharging operations, and any damage to cargo caused by this operation to be borne by owners.

C. Time sheets or statement of facts at loading and discharging ports to be signed by the agent of the ship, by the master and by the charterers' representative, if available.

D. A sailing message is to be sent by the master to charterers by email on vessel leaving (last) loading port, giving ship's name, call letters, sailing date and port, exact quantity of cargo loaded and ETA.

Clause 46

Bill of lading and mates receipt clauses:

The master is to sign bills of loading as presented based on shore/elevator figures without prejudice to the terms, conditions and exceptions of this Charter-Party. If he master elects to delegate the signing of Bills of lading to his agents he shall give them such power of attorney in writing on Agents standard form of authorization, a copy of which is to be furnished to Charterers. Master has the right to reject any cargo which is not sound and charterer's to replace same with clean cargo at their time/expense.

Charterers have the option to issue a 2nd set of Bills of Lading against Charterers LOI in Owners standard P and I Club wording. 2nd set Bills of Lading to be issued only after Owner's confirmation and receipt of First/Original set duly marked 'cancelled'.

In case original Bills of Lading are not available at discharge port, Owners/master to allow discharge against Charterer's single LOI without bank endorsement as per Owners P and I Club form or against Receivers bank guarantee.

Master to sign clean mate's receipt unless obvious damage to the cargo is observed, which does not grant safe arrival of the cargo at the port(s) of destination, in which case master to ask for new/sound cargo with all time/expenses to be for Charterers account.

Clause 47- Vessel description

- Performing vsl to be SDBC/multi purpose SD bulker max 20 years min 4x25t gears/fully suitable as per tender terms
- Performing vsl to be nominated latest 15 days prior vsls eta loadport
- Performing vsl to be classed highest Lloyds equiv throughout the full duration of this voyage
- Performing vsl to remain fully P and I (member of international group of P and I clubs) covered and H + M insured throughout the duration of this voyage.
- Owners guarantee that all vessel's certificates including international Ship Security Certificate are and will remain valid throughout the duration of the intended voyage.
- Cargo to be loaded into vessels clear/unobstructed mainholds only, being clean suitable and available for the intended cargo
- Owners guarantee vessel suitable for loading intended cargo without securing/strapping.

- Along with vessels nomination Owners to provide fully filed questionnaire as attached which as such to be fully incorporated in Charter-party and following certificate:

- Registry Cert
- Tonnage Cert
- H+M Cert
- P & I Club Coverage
- Class Cert
- DOC/SMC/ISPS Certs

Clause 48

Sailing notice and ETA:

A.) Upon completion of loading owners shall give a sailing notice by telex/fax or e-mail to receivers. Such sailing notice shall indicate vessel's name, port of loading, commodity and quantity loaded, vessel's draft and LOA, time of sailing and estimated time of arrival at discharge port.

B.) Owners also to give notice on fixing and daily thereafter to Broker stating vessel's ETA basis intended loading port.

Clause 49

Owners warrant the vessel is fully covered for P & I risks and entered with a club who is member of the international group of P and I Clubs, together with full insurance cover for Hull and Machinery risks.

Clause 50

All Bills of lading issued under this Charter party to refer to and incorporate terms and conditions of charter party dated .

Payment terms:

95 percent freight to be paid within 3 banking days after signing/releasing Bills of Lading marked 'Freight Payable as per Charter Party'. In case required, Bills of Lading to be marked 'Freight Prepaid', in which case, same to be signed/released upon Owner's receipt of Charterers' confirmation that 95 percent freight has been irrevocably remitted. Balance 5 percent freight to be settled together with demurrage/despatch at load if any, within 15 days after presentation of fax copy duly signed Statement of Facts/ Notice of Readiness and relevant laytime statement.

Owners banking details:

Please Remit by TT to: TBA

Clause 51 - Asian Gypsy Moth+Cuba Clauses

Owners herewith confirm that the vessel has not called at Russian Far East ports ranging from Poyset to Olga Bay, including Vladivostock, Nakhodka and Vostochniy during the months of July through September and that there is no danger of the vessel being rejected entry and/or being delayed by the U.S./Canadian authorities on such grounds. However if vessel has called Russian Far East ports as aforementioned. Vessel is to present certificate from the state plant quarantine service of Russia stating that the vessel is free of Asian Gypsy Moth. In case certification is not provided and/or vessel is rejected by U.S./Canadian Authorities. Then Charterers have the option to either cancel the Charter Party or to instruct the vessel to clean and re-present with all time/expenses until the vessel is accepted being for the Owners' account.

Clause 52

Owners/Master hereby agree to co-operate with Charterers in issuing vessel's certificates required by Charterers for their trading purposes.

Clause 53 - Boycott Clause

Any boycott of vessel due to vessel's flag/ex flag and/or class and/or Ownership/ex Ownership to be at Owners' time/risk/expense. In the event of delay because the vessel not complies with ITF requirements, the laytime is not to count and any expenses incurred to be for owner's account.

Clause 54 - Eligibility for trading clause

Owners warrant that the vessel is in all respects eligible for trading to the ports, places and/or countries specified in this Charter Party and that at all necessary times vessel and or/owners shall have valid certificates, records and other documents required for such trade.

Clause 55

Owners warrant that the vessel is able to safely sail between loading and discharging berths/anchorage/ports with empty and/or slack holds as per vessel's approved grain loading booklet, without requiring any bagging/strapping/securing, subject owners been advised the intended parcels and Master confirms suitability of same, vessel being left in seaworthy trim and stability as per Clause 22 of Norgrain 1973 Charter Party.

Clause 56

Owners warrant that this vessel has not traded to/from/with Cuba. Owners warrant that this vessel will not carry goods or passengers to or from Cuba and further warrant that this vessel is not owned/managed/controlled by, or associated with, any Cuban National.

Clause 57 - Fumigation Clause

Owners confirm and warrant that vessel and her appliances are fitted and/or suitable in all respect for fumigation on board and/or en route. After completion of loading, Charterers have the right to fumigate the cargo at Charterers account. Owners to grant max 24 hours as free time for fumigation at loading or discharging port if required. Fumigation costs including reasonable crew meals, transportation and accommodation onshore to be for Charterers account, if the crew is required by the fumigation officer(s) and/or authority to leave the vessel during fumigation. If requested by chtrs a/o recommended by fumigant company, master shall, at his discretion and weather permitting open hatches during sea passage and dispel fumigant prior to arrival at the first or sole discharge port.

Clause 58 - Agents

Owners to appoint vessels agents as nominated by Charterers at load port. For Vessels usual port matters including signing Bills of Lading. Such agents are to remain the servants of the Owners who are to pay customary agency fees. Owners have the right to appoint protecting agents.

Agents at Umm Oasr: to be appointed by Owners.

Clause 59 - Mammalian Meat/Bonemeal

Owners guarantee that the vessel has not carried Mammalian Meat and Bonemeal or fishmeal in the last twelve (12) months. Owners are to provide sufficient documentary evidence, as proof. If required by Charterers/Receivers.

Clause 60

For ISPS purposes Charterers full details:

Clause 61 - Taxes and Dues

At loading and/or discharging port(s) any taxes and/or dues on cargo is to be for Charterers' account and any dues and/or taxes on vessel and/or freight is to be for Owners account.

Vessel's normal and customary port charges at load and discharging port(s) is to be for owners' account irrespective of method of calculation.

Clause 62

Charterers have the option to place mobile cranes on deck, not exceeding vessel's deck strength.

Clause 63

ISM Clause: From the date of coming into force of The international Safety Management (ISM) Code in relation to the vessel and thereafter during the currency of this charter party. The Owners shall procure that both the vessel and "The Company" (as defined by the ISM Code) shall comply with the requirement of the ISM Code. Upon request the owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.

Except as otherwise provided in this Charter Party, loss, damage, expenses or delay caused by failure on the part of the Owners or "The Company" are to comply with the SM Code shall be for the owners account.

Clause 64 - Arbitration Clause

The parties shall endeavor to resolve any disputes amicably. Should this not be successful the following shall apply.

This contract is governed by English Law and all disputes arising under or in connection with it shall be referred to arbitration in Singapore. Arbitration shall be conducted in accordance with one of the following London Maritime Arbitrators Association (LMAA) procedures applicable at the date of the commencement of the arbitration proceedings:-

The arbitrator(s) appointed shall be members of The LMAA carrying on business in London or Singapore.

i) Where the total amount claimed by either party is less than US\$50,000 excluding interest, the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA small claims procedure.

ii) Where the total amount claimed by the claimants is more US\$ 50,000 but less than \$400,000, excluding interest, the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.

iii) In any case where the LMAA procedures referred to above do not apply, the reference shall, unless the parties agree forthwith on a sole arbitrator, be referred to the final Arbitrament of two arbitrators of the LMAA, one to be appointed by each of the parties, with power to such Arbitrators to appoint a third Arbitrator.

No award shall be questioned or invalidated on the grounds that any of the arbitrators is not qualified as above, unless objections to his acting be taken within 28 days of the appointment.

Any Charter Party dispute must be made in writing and the arbitrator appointed within 12(twelve) months after the final discharge of the appropriate cargo under this Charter Party and where this provision is not complied with the dispute shall be extinguished and cease to exist.

In the event that one party appoints its arbitrator less than 14 days prior to the expiry of any applicable time limit for commencing proceedings under the charter party (and under any bills of lading which incorporate the terms of the charter party) then without further notice the said time limit is automatically extended by a further 14 clear days from the date of the first appointment for the purposes of any counterclaims by the other party.

The parties agree that in the event of concurrent or chain arbitrations involving other company/ies in the same or similar claim, any documents disclosed by either party may in turn be disclosed to the other company/ies involved in the concurrent or chain arbitrations.

Claims

Charterers shall be discharged and released from all liability in respect of any claim or claims which owner may have under this Charter Party and such claim shall be totally extinguished, unless such claims have been notified in detail to the charterers in writing accompanied by all available supporting documents (whether relating to liability or quantum or both) within 12(twelve) months of completion of discharge of the appropriate cargo under this charter party.

Clause 65 - BIMCO Bulk Shipping Quality Clause for Voyage Charter Parties

The Owner and The Charterer hereby agree that they shall make safety and quality considerations an integral part of their chartering activities, in particular, the owners shall exercise due diligence:

A. Before and at the beginning of the voyage to make the vessel seaworthy and in every way fit for the voyage and for the trade for which she is to be employed:

B. Throughout the currency of this charter party to ensure that the vessel and her master, officers and crew comply with 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 discharge of the cargo.

Furthermore, the vessel shall be:

C. Fully insured in respect of loss or damage to cargo by protection and indemnity club or liability underwriter and the owners shall provide, on request, evidence of such insurance.

D. Insured for hull and machinery and basic war risks purposes.

E. Classed and the Owners warrant that this class shall be maintained throughout the currency of this Charter Party.

The provisions of this clause shall be without prejudice to the other rights, obligations and defences of the owners under this Charter Party including, where applicable, those of The Hague or Hague Visby rules.

Clause 66

Cargo loading clause:

Cargo to be loaded in clear, clean and unobstructed main holds only. No cargo to be loaded in wing tanks or deep tanks or other inaccessible places.

Vessel is able to safely sail between loading and discharging berths/places/ports with empty and/or slack holds as per vessel's approved grain loading booklet, without requiring any bagging/strapping/securing, vessel being left in seaworthy trim as per Clause 22 of Norgain 1973 Charter Party.

Cargo quantity:

It is understood that owners/master cannot call for a quantity of cargo in excess of that permitted under Charter Party terms nor in excess of the quantity that the vessel is able to lift in compliance with any loading and/or discharging draft restrictions and/or any other Charter Party limitations.

Additional trimming:

Any additional trimming required over and above spout trimming to be at owner's time, risk, and expense.

Cargo sampling:

To be at Umm Qasr.

Laying of mats/kraft paper/dunnage and/or plastic sheet for protection of cargo to be for owners account.

Ship side tally both ends to be for Owners account. Shore tally both ends to be for Shippers/Receivers account.

Clause 67

Owners/master guarantee that this vessel and/or any other under their ownership/management have not previously been entered with the Ocean Mutual (OMM) P and I Club and/or owners have no outstanding obligations to this club, including but not limited to any supplementary calls. Not to disponent Owners knowledge.

For the duration of This Charter Party, owners warrant that this vessel is not under the flag of, owned or operated by The Federal Republic of Yugoslavia(excluding Montenegro). Not to Disponent Owner's knowledge.

Charterers have to the option to load 5,000 empty bags onboard free of charge to Charterers. Discharging of the 2 percent (5,000 empty bags) empty bags should be against presentation of original Bills of Lading or Letter of indemnity.

Clause 68

Owners warrant that the vessel was not entered in The Newcastle Club in 1994. Not to disponent Owners knowledge.

Clause 69

If the vessel is unable to discharge at the nominated/fixed discharging port due to national and/or local restrictions connected with prevention of Animal Diseases(s). Charterers/Receiver's is to have the option to nominate an alternative discharging port within the contractual range. Actual extra costs and time are to be for Charterers' account.

Clause 70

If required for the safety of the vessel and/or piers/berths/anchorages vessel is to hire and pay for sufficient tug assistance, however this does not relieve the Charterers of their responsibility to load the vessel at safe piers/berths/anchorage.

Clause 71

Owners guarantee that the minimum terms and conditions of employment of the crew of the above vessel are now, or will be prior to presentation for loading, covered by an ITF Agreement or a bona fide Trade Union Agreement acceptable to the ITF, and will remain so for duration of this Charter Party.

Clause 72

Owners warrant that there are no outstanding accounts under any Charter-Party with Suez bunker suppliers MISR and Copetrol and/or no bunkers have previously been stemmed through Suez Canal bunker traders Messrs Candia. Not to Disponent Owners' knowledge.

Clause 73

All negotiations and fixture is to be kept strictly private and confidential.

Clause 74 - ACTI ISPS Clause for Voyage Charter Parties

(a)(i) 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 U.S. Maritime Transportation Security Act 2002 (MTSA) relating to the vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the owners shall provide a copy of the relevant International Ship Security Certificate (or the interim international ship security certificate) to the charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer(CSO) and the Ship Security officer (SSO)

(iii) Except as otherwise provided in this Charter Party, Loss, damage, expense or delay excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this clause shall be for the owners' account.

(b) Owner to specify any information required from charterers in order to comply with ISPS at time vessel tenders pre-advice notice for this cargo. The charterers shall provide the CSO and the SSO/Master with their full style contract details and any other information the owners require to comply with the ISPS Code

(c) Notwithstanding anything to the contrary provided in this Charter Party, any additional 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 including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Owners' account. All measures required by the Owners to comply with the ship security plan shall be for the owners' account.

(d) 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. Any time lost for inspections and and delay resulting from measures imposed by a port facility or by any relevant authority under the isps code shall not count as laytime or time on demurrage.

Clause 75

Vessel's Voyage description page, as well as Owners fully completed response to Charterer's questionnaire, are all deemed to form part of this document and thus incorporated into the Charter Party.

Clause 76

Should there be any stevedore damage (including hidden damage) at loading and or discharging port(s), same is to be settled directly between owners and Stevedores. Charterers are to assist Owners in recovering stevedore damages.

Clause 77

Lighterage/Lightening if any to be for Owners' account.

Clause 78

No bareboat charter to be involved.

Clause 79

The following clause to be incorporated in this Charter Party:

- ISPS/MTSA Clause for Voyage Charter Parties 2005. Clause 74
- BIMCO Piracy Clause 2009 for Voyage Charter Parties. See Clause 81
- Arbitration Clause Revision 2010 Clause 64.

Clause 80

Owners/Master and Charterers warrant that they will comply with all applicable laws, rules, regulations, decrees and/or official government orders to anti-bribery and anti-money laundering, including the ones of their own jurisdiction and of the countries from and to which the cargo is shipped under this charter, and any jurisdiction through or to which funds are transmitted in performance of either party's obligations under this charter.

Clause 81 - Piracy Clause for Single Voyage Charter Parties

(a) If, after entering into this Charter Party, in the reasonable judgement of the Master and/or the Owners, any port, place, area or zone, or any waterway or canal (hereinafter "Area") on any part of the route which is normally and customarily used on a voyage of the nature contracted for becomes dangerous, or the level of danger increases, to the Vessel, her cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter " Piracy"), the Owners shall be entitled to take a reasonable alternative route to the discharging port and, if they so decide, immediately give notice to the Charterers that such route will be taken. Should the Vessel be within any such place as aforesaid which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(b) In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:

(i) to take reasonable preventative measures to protect the Vessel, her crew and cargo including but not limited to re-routing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel or equipment on or about the Vessel:

(ii) to comply with the orders, directions or recommendations of any underwriters who have the authority to give the same under the terms of the insurance;

(iii) to comply with all orders, directions, recommendations or advice 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, body or group, including military authorities, whatsoever acting with the power to compel compliance with their orders or directions; and

(iv) 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.

(c) This Clause shall be incorporated into any bill of lading issued pursuant to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master Signing bills of lading as presented to the extent that the terms 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 Clause.

If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfillment of this Charter Party. In event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail to the extent of such conflict, but no further.