

1. Shipbroker		THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) Deep Sea Time Charter (Box Layout 1974) CODE NAME: "LINERTIME" PART I		
		2. Place and Date of Charter Geneva		
3. Owners/Place of business		4. Charterers/Place of business		
5. Vessel's name	6. GRT/NRT	7. Class	8. Indicated horse power	
9. Total tons d.w. (abt.) on summer freeboard		10. Quantity of stores, provisions and fresh water not exceeding (tons)		
11. Cubic-feet grain/bale capacity available for cargo		12. Permanent bunkers (abt.)		
13. Speed capability in knots (abt.) on a consumption per 24 hours of (abt.)		14. Present position		
15. Period of hire (<u>Cl. 1</u>)		16. Port of delivery (also indicate alternative (a) or (b)) (<u>Cl. 1</u>)		
		17. Time for delivery (<u>Cl. 1</u>)		
18. Number of days' notice of expected date of delivery (<u>Cl. 1</u>)		19. Cancelling date (<u>Cl. 2</u>)		
20. Trade limits (also indicate alternative (a) or (b)) (<u>Cl. 3</u>)				
21. Injurious, inflammable or dangerous goods limited to (also state name of authorities concerned) (<u>Cl. 3</u>)		22. Vessel's cargo handling gear (<u>Cl. 5</u>)		
23. Fuel consumption in port per 24 hours (abt.) (<u>Cl. 5</u>)		24. Bunker price (indicate alternative (a) or (b) and fixed price if agreed) (<u>Cl. 6</u>)		
25. Bunkers on delivery (state min. and max. quantities) (<u>Cl. 6</u>)		26. Bunkers on re-delivery (state min. and max. quantities) (<u>Cl. 6</u>)		
27. Charter hire (also indicate alternative (a) or (b)) (<u>Cl. 7</u>)		28. Hire payment (state currency, mode and payment; also beneficiary and bank account) (<u>Cl. 7</u>)		
29. Place or range of re-delivery (<u>Cl. 8</u>)		30. Number of days' preliminary and final notice of port and date of redelivery (<u>Cl. 8</u>)		
31. Suspension of hire etc. (indic. no. of consecutive hours) (<u>Cl. 14(A)</u>)		32. Cleaning of boilers etc. (indicate number of hours) (<u>Cl. 15</u>)		
33. Advances (only to be filled in if special agreement made) (<u>Cl. 16</u>)		34. Overtime (state lumpsum or if other special agreement made) (<u>Cl. 19</u>)		
35. War (only to be filled in if Section (C) agreed) (<u>Cl. 23</u>)		36. General average to be settled in (<u>Cl. 24</u>)		
37. Supercargo (state price agreed) (<u>Cl. 27</u>)		38. Meals (state price agreed) (<u>Cl. 28</u>)		
39. Brokerage commission and to whom payable (<u>Cl. 33</u>)				
40. 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 (for the Owners)	Signature (for the Charterers)
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Part II

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It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 of the gross/net Register tons indicated in Box 6, classed as stated in Box 7 and of indicated horse power as stated in Box 8, carrying about the number of tons deadweight indicated in Box 9 on summer freeboard inclusive of bunkers, as well as stores, provisions and fresh water not exceeding the number of tons indicated in Box 10 having a cubic-feet grain/bale capacity available for cargo as stated in Box 11, exclusive of permanent bunkers, which contain about the number of tons stated in Box 12, and fully loaded capable of steaming about the number of knots indicated in Box 13 in good weather and smooth water on a consumption of about the number of tons stated in Box 13 per 24 hours, now in position as stated in Box 14, and the party mentioned as Charterers in Box 4, as follows:

1. Period and Port of Delivery

The Owners let, and the Charterers hire the Vessel for a period of the number of calendar months indicated in Box 15 from the time (not a Sunday or a legal holiday unless taken over) the Vessel is delivered and placed at the disposal of the Charterers between 7 a.m. and 10 p.m., or between 7 a.m. and noon if on Saturday, at the port stated in Box 16 in such ready berth where she can safely lie

- (a) always afloat*
- (b) always afloat or safely aground where it is customary for vessels of similar size and draught to be safe aground*

as the Charterers may direct, she being in every way fitted for ordinary dry cargo service with cargo holds well swept, cleaned and ready to receive cargo before delivery under this Charter.

(*state alternative agreed in Box 16).

Time for Delivery

The Vessel to be delivered not before the date indicated in Box 17. The Owners to give the Charterers not less than the number of days' notice stated in Box 18 of the date on which the Vessel is expected to be ready for delivery.

The Owners to keep the Charterers closely advised of possible changes in Vessel's position.

2. Cancelling

Should the Vessel not be delivered by the date indicated in Box 19, the Charterers to have the option of cancelling. If the Vessel cannot be delivered by the cancelling date, the Charterers, if required, to declare within 48 hours (Sundays and Holidays excluded) after receiving notice thereof whether they cancel or will take delivery of the Vessel.

3. Trade

The Vessel to be employed in lawful trades for the carriage of lawful merchandise only between good and safe ports or places where she can safely lie

- (a) always afloat*
- (b) always afloat or safely aground where it is customary for vessels of similar size and draught to be safe aground*

within the limits as stated in Box 20.

(*state alternative agreed in Box 20).

No live stock, sulphur and pitch in bulk to be shipped. Injurious, inflammable or dangerous goods (such as acids, explosives, calcium carbide, ferro silicon, naphta, motor spirit, tar, or any of their products) to be limited to the number of tons stated in Box 21 and same to be packed, loaded, stowed and discharged in accordance with the regulations of the local authorities and Board of Trade as specified in Box 21, and if any special measures have to be taken by reason of having this cargo aboard including cost of erection and dismantling magazines, etc., same to be at Charterers' expense and in Charterers' time.

Nuclear Fuel

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

1	4. Owners to Provide	70
2	The Owners to provide and pay for all provisions and wages, for	71
3	insurance of the Vessel, for all deck and engine-room stores and	72
4	maintain her in a thoroughly efficient state in hull and machinery	73
5	during service.	74
6	The Owners to provide one winchman per working hatch. In lieu of	75
7	winchmen the Charterers are entitled to ask for two watchmen. If	76
8	further winchmen or watchmen are required, or if the stevedores	77
9	refuse or are not permitted to work with the Crew, the Charterers to	78
10	provide and pay qualified men. The gangway watchman to be provided	79
11	by the Owners but where compulsory to employ gangway watchmen	80
12	from shore, the expenses to be for the Charterers' account.	81
13		
14	5. Charterers to Provide	82
15	The Charterers to pay all dock, harbour, light and tonnage dues at	83
16	the ports of delivery and re-delivery (unless incurred through cargo	84
17	carried before delivery or after re-delivery).	85
18	Whilst on hire the Charterers to provide and pay for all fuel, water	86
19	for boilers, port charges, pilotages (whether compulsory or not),	87
20	canal steersmen, boating, lights, tug-assistance, consular charges	88
21	(except those payable to the consulates of the country of the Vessel's	89
22	flag) canal, dock and other dues and charges, including any foreign	90
23	general municipality or state taxes, agencies, commissions, also to	91
24	arrange and pay for loading, trimming, stowing (including dunnage	92
25	and shifting boards, excepting any already on board), unloading,	93
26	weighing, tallying and delivery of cargoes, surveys on hatches, any	94
27	other survey on cargo, meals supplied to officials and men in their	95
28	service at the rate per man per meal indicated in <u>Boxes 37</u> and <u>38</u> ,	96
	respectively, and all other charges and expenses whatsoever.	97
29	Cargo Gear	98
30	All ropes, slings and special runners actually used for loading and	99
31	discharging and any special gear, including special ropes, hawsers	100
32	and chains required by the custom of the port for mooring to be for	101
33	the Charterers' account unless already on board. The Vessel is fitted	102
34	with cargo handling gear as specified in <u>Box 22</u> .	103
35	This gear is to be kept in full working order for immediate use, the	104
36	Charterers however to give sufficient notice of their intention to use	105
37	heavy lift gear.	106
38	Cargo Gear Certificate	107
39	The Owners guarantee the Vessel possesses cargo gear register and	108
40	certificates in compliance with requirement of International Labour	109
41	Organization Convention No. 32.	110
42	Fuel Consumption in Port	111
43	The Vessel's normal fuel consumption whilst in port working all	112
44	cargo gear is about the number of tons stated in <u>Box 23</u> per 24 hours.	113
45		
46	6. Bunkers	114
47	The Charterers at port of delivery and the Owners at port of re-	115
48	delivery to take over and pay for all fuel remaining in the Vessel's	116
49	bunkers at	117
50	(a) current price, at the respective ports*	118
51	(b) a fixed price per ton*	119
52	(*state alternative agreed in <u>Box 24</u>).	120
53	The Vessel to be delivered with not less than the number of tons	121
54	and not exceeding the number of tons stated in <u>Box 25</u> in the	122
55	Vessel's bunkers.	123
56	The Vessel to be re-delivered with not less than the number of tons	124
57	and not exceeding the number of tons stated in <u>Box 26</u> in the	125
58	Vessel's bunkers.	126
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60	7. Hire	127
61	The Charterers to pay as hire the rate stated in <u>Box 27</u>	128
62	(a) per 30 days*	129
63	(b) per day*,	130
64	commencing in accordance with <u>Clause 1</u> until her re-delivery to the	131
65	Owners.	132
66	(*state alternative agreed in <u>Box 27</u>).	133
67	Payment	134
68	Payment of hire to be made in cash, in the currency stated in <u>Box 28</u>	135
69	without discount, every 30 days, in advance, and in the manner	136
	prescribed in <u>Box 28</u> .	137
70	In default of payment the Owners to have the right of withdrawing	138
71	the Vessel from the service of the Charterers, without noting any	139
72	protest and without interference by any court or any other formality	140

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whatsoever and without prejudice to any claim the Owners may otherwise have on the Charterers under the Charter.

Last Hire Payment

Should the Vessel be on her voyage towards port of re-delivery at time a payment of hire is due, said payment to be made for such length of time as the Owners or their Agents and the Charterers or their Agents may agree upon as estimated time necessary to complete the voyage, taking into account bunkers to be taken over by the Vessel and estimated disbursements for the Owners' account before re-delivery and when the Vessel is re-delivered any difference to be refunded by the Owners or paid by the Charterers, as the case may require.

8. Redelivery

The Vessel to be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted) at a safe and ice-free port in the Charterers' option in the place or within the range stated in Box 29 between 7 a.m. and 10 p.m., and 7 a.m. and noon on Saturday, but the day of re-delivery shall not be a Sunday or legal Holiday.

Repairs for the Charterers' account as far as possible to be effected simultaneously with dry-docking or annual repairs, respectively; If any further repairs are required, for time occupied in effecting such repairs the Owners to receive compensation at the hire agreed in this Charter. The Charterers always to be properly notified of the time and place when and where repairs for their account will be performed.

Notice

The Charterers to give the Owners not less than the number of days' preliminary and the number of days' final notice as stated in Box 30 of the port of re-delivery and the date on which the Vessel is expected to be ready for re-delivery. The Charterers to keep the Owners closely advised of possible changes in the Vessel's position.

Should the Vessel be ordered on a voyage by which the Charter period may be exceeded the Charterers to have the use of the Vessel to enable them to complete the voyage, provided it could be reasonably calculated that the voyage would allow re-delivery about the time fixed for the termination of the Charter, but for any time exceeding the termination date the Charterers to pay the market rate if higher than the rate stipulated herein.

9. Cargo Space

The whole reach and burden of the Vessel, including lawful deck-capacity to be at the Charterers' disposal, reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores.

10. Master

The Charterers to give the necessary sailing instructions, subject to the limits of the Charter.

The Master to be under the orders of the Charterers as regards employment, agency, or other arrangements. The Master to prosecute all voyages with the utmost despatch and render customary assistance with the Vessel's Crew.

The Master and Engineer to keep full and correct logs including scrap logs accessible to the Charterers or their Agents.

If the Charterers have reason to be dissatisfied with the conduct of the Master, Officers, or Engineers, the Owners on receiving particulars of the complaint, promptly to investigate the matter, and, if necessary and practicable, to make a change in the appointments.

11. Bills of Lading

The Charterers to have the option of using their own regular Bill of Lading form. The Bill of Lading to contain Paramount Clause incorporating Hague Rules legislation, the Amended Jason Clause and the Both-to-Blame Collision Clause.

12. Responsibility

The Charterers shall keep and care for the cargo at loading and discharging ports, arrange for any transhipment, and deliver the cargo at destination.

The Charterers shall load, stow, trim and discharge the cargo at their expense under supervision of the Master who shall sign Bills of Lading as presented, in conformity with Mate's or tally clerk's receipts. The Charterers shall be responsible for the accuracy of all statements of fact in such Bills of Lading.

141	The Owners shall be liable for claims in respect of cargo arising or resulting from:	212
142	a) Failure on their part properly and carefully to carry, keep and care for the cargo while on board.	213
143	b) Unreasonable deviation from the voyage described in the Bills of Lading unless such deviation is ordered or approved by the Charterers.	214
144	c) Lack of due diligence on their part before and at the beginning of each voyage to make the Vessel seaworthy but claims arising or resulting from faulty preparation of the holds and/or tanks of the Vessel or from bad stowage of the cargo not affecting the trim or stability of the Vessel on sailing shall be the Charterers' liability.	215
145	Except as aforesaid the Charterers shall be liable for all cargo claims.	216
146	If the cargo is the property of the Charterers, the Owners shall have the same responsibility as they would have had under this Clause had the cargo been the property of a third party and carried under a Bill of Lading incorporating the Hague Rules.	217
147	The Charterers shall be liable for Customs or other fines or penalties, whether or not lawfully levied or imposed, relating to the cargo or other property or persons carried with Charterers' approval or to the acts or omissions of the owners of the cargo.	218
148	Claims for death and personal injury shall be borne by the Owners unless caused by the act, neglect or default of the Charterers, their servants or agents including stevedores and all others for whom Charterers are responsible under this Charter.	219
149	If for any reason the Owners or the Charterers are obliged to pay any claims, Customs or other fines or penalties, for which the other party has assumed liability as above, that other party hereby agrees to indemnify the Owners or Charterers as the case may be against all loss, damage or expenses arising or resulting from such claims.	220
150	However, the Owners' indemnity to the Charterers under this clause shall be restricted in that amount to which the Owners' liability would have been limited had they been sued directly.	221
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	<i>Winch Breakdown</i>	283
	In the event of a breakdown of a winch or winches, not caused by carelessness of shore labourers, the time lost to be calculated pro rata for the period of such inefficiency in relation to the number of winches required for work. If the Charterers elect to continue work, the Owners are to pay for shore appliances in lieu of the winches, but in such cases the Charterers to pay full hire.	284
	Any hire paid in advance to be adjusted accordingly.	285
	<i>Detention for Charterers' Account</i>	

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(B) In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbours or to rivers or ports with bars or suffering an accident to her cargo, any detention of the Vessel and/or expenses resulting from such detention to be for the Charterers' account even if such detention and/or expenses, or the cause by reason of which either is incurred, be due to, or be contributed to by, the negligence of the Owners' servants.

Dry-docking

Owners to give the Charterers at least four weeks notice of their intention of dry-docking the ship for bottom painting and normal maintenance work and actual time and place for such dry-docking to be mutually agreed.

15. Cleaning Boilers, etc.

Cleaning of boilers or opening of pistons whenever possible to be done during service, but if impossible the Charterers to give the Owners necessary time for such work at an interval of not less than three months for this purpose. Should the Vessel be detained beyond the number of hours stated in Box 32 hire to cease until again ready. The Owners or the Master to give the Charterers reasonable notice of their intention to clean boilers or open pistons.

16. Advances

The Charterers or their Agents to advance to the Master, if required, necessary funds for ordinary disbursements for the Vessel's account at any port charging only one per cent commission, such advances to be deducted from hire, unless other agreement is made according to Box 33.

17. Excluded Ports

The Vessel not to be ordered to nor bound to enter:

(a) any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel;

Ice

(b) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed loading or discharging. The Vessel not to be obliged to force ice, nor to follow ice-breakers when inwards bound. If on account of ice the Master considers it dangerous to remain at the loading or discharging place for fear of the Vessel being frozen in and/or damaged, he has liberty to sail to a convenient open place and await the Charterers' fresh instructions. Detention through any of above causes to be for the Charterers' account.

18. Loss of Vessel

Should the Vessel be lost or missing, hire to cease from the date when she was lost. If the date of loss cannot be ascertained half hire to be paid from the date the Vessel was last reported until the calculated date of arrival at the destination. Any hire paid in advance to be adjusted accordingly.

19. Overtime

The Vessel to work day and night if required. The Charterers to pay Owners a lumpsum per 30 days as indicated in Box 34 or pro rata for any overtime to Officers and Crew, unless' other agreement is made according to Box 34.

20. Lien

The Owners to have a lien upon all cargoes and sub-freights belonging to the Time-Charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned. The Charterers will not suffer, nor permit to be continued any lien or encumbrance incurred by them or their Agents, which might have priority over the title and interest of the Owners in the Vessel.

21. Salvage

All salvage and assistance to other vessels to be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the Charter for time lost in the salvage, also repairs of

286	damage and fuel consumed. The Charterers to be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	354
287		355
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290	22. Sublet	357
291	The charterers to have the option of subletting the Vessel, giving due notice to the Owners, but the original Charterers always to remain responsible to the Owners for due performance of the Charter.	358
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296	23. War	362
297	(A) The Vessel unless the consent of the Owners be first obtained not to be ordered nor continue to any place or on any voyage nor be used on any service which will bring her within a zone which is dangerous as the result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against this or any other vessel or its cargo by any person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the imposition of Sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or any other interference of any kind whatsoever by the belligerent or fighting powers or parties or by any Government or Ruler.	363
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311	1) the Owners to be entitled from time to time to insure their interests in the Vessel and/or hire against any of the risks likely to be involved thereby on such terms as they shall think fit, the Charterers to make a refund to the Owners of the premium on demand; and	376
312	2) notwithstanding the terms of <u>Clause 14</u> hire to be paid for all time lost including any lost owing to loss of or injury to the Master, Officers or Crew or to the action of the Crew in ref using to proceed to such zone or to be exposed to such risks,	377
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359	24. General Average	423
360	General Average to be settled in the place stated in <u>Box 36</u> according to York/Antwerp Rules, 1974. Hire not to contribute to General Average.	424
361		425
362		426

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25. Fumigation	427
Expenses in connection with fumigations and/or quarantine ordered because of cargoes carried or ports visited while the Vessel is employed under the Charter to be for the Charterers' account. Expenses in connection with all other fumigations and/or quarantine to be for the Owners' account.	428 429 430 431 432
26. Funnel Mark	433
The Charterers to have the option of painting the Vessel's funnel in their own colours, but the Vessel to be re-delivered with the Owners' colours. Painting and repainting to be for the Charterers' account and time to count. The Charterers also to have the option of flying their house flag during the currency of this Charter.	434 435 436 437 438
27. Supercargo	439
The Charterers to have the option of placing a Supercargo on board, they paying the price stated in <u>Box 37</u> per day for lodging and victualling at the Master's table.	440 441 442
28. Meals	443
The Owners to victual pilots and Customs officers and also, when authorised by Charterers or their Agents, to victual tally clerks, stevedores' foremen, Charterers' guests, etc., the Charterers paying the price stated in <u>Box 38</u> per man per meal, for all such victualling.	444 445 446 447
29. Light	448
The Owners to supply light on deck and in holds, as on board at all times, free of expense to the Charterers, unless electrical clusters from shore are compulsory, in which case same to be for the Charterers' account.	449 450 451 452
30. Stevedoring Damage	453
The Owners to instruct the Master to report in writing to the Supercargo, if on board, and to the Charterers and/or their Agents at the port involved, about any stevedoring damage caused to the Vessel. Such reports to be made immediately after the damage is done unless the damage could not be detected at once in spite of close supervision of the stevedoring.	454 455 456 457 458 459
31. Ballast	460
If any ballast is required, all expenses for same, including time used in loading and discharging, to be for the Owners' account.	461 462
32. Arbitration	463
Any dispute arising under the Charter to be referred to arbitration in London, one Arbitrator to be nominated by the Owners and the other by the Charterers, and in case the Arbitrators shall not agree then to the decision of an Umpire to be appointed by them, the award of the Arbitrators or the Umpire to be final and binding upon both parties.	464 465 466 467 468 469
If either of the appointed Arbitrators refuses to act, or is incapable of acting, or dies, the party who appointed him may appoint a new Arbitrator in his place.	470 471 472
If one party fails to appoint an Arbitrator, either originally, or by way of substitution as aforesaid, for seven clear days after the other party, having appointed his Arbitrator, has served the party making default with notice to make the appointment, the party who has appointed an Arbitrator may appoint that Arbitrator to act sole Arbitrator in the reference and his award shall be binding on both parties if he had been appointed by consent.	473 474 475 476 477 478 479
33. Commission	480
The Owners to pay a commission at the rate stated in <u>Box 39</u> to the party mentioned in <u>Box 39</u> 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 therefore to indemnify the Brokers against their loss of commission.	481 482 483 484 485 486 487
Should the parties agree to cancel the Charter, the Owners to indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.	488 489 490 491