

1. Shipbroker ArcelorMittal Antwerp, Shipping, Antwerp, Belgium		<b>BIMCO UNIFORM TIME-CHARTER (AS REVISED 2001) CODE NAME: "BALTIME 1939"</b>	 Part I
2. Place and Date of Charter Geneva,			
3. Owners/Place of business	4. Charterers/Place of business ArcelorMittal Antwerp, Shipping as agents to the ArcelorMittal group companies.		
5. Vessel's Name	6. GT/NT		
7. Class	8. Indicated brake horse power (bhp)		
9. Total tons d.w. (abt.) on summer freeboard	10. Cubic feet grain/bale capacity		
11. Permanent bunkers (abt.)	12. Speed capability in knots (abt.) on a consumption in tons (abt.) of		
13. Present position	14. Period of hire (Cl. 1) FROM AND OR AFTER SALE OF VESSEL TO NEW OWNERS UP TO		
15. Port of delivery (Cl. 1)	16. Time of delivery (Cl. 1)		
17. (a) Trade limits (Cl. 2) EXCLUDED AREAS ARE AREAS OF IWL (ICE LIMITATION). (SEE CLAUSE 28)			
(b) Cargo exclusions specially agreed SEE CLAUSE 25			
18. Bunkers on re-delivery (state min. and max. quantity)(Cl. 5) AS ON BOARD	19. Charter hire (Cl. 6) PER DAY / PRO RATA INCLUSIVE OF OFFICER'/CREW OVERTIME, IF OPTION IS LIFTED (see clause 40)		
20. Hire payment (state currency, method and place of payment; also beneficiary and bank account) (Cl. 6) IN IN ON THE 15TH AND LAST DAY EACH MONTH IN ARREAS INTO OWNERS BANK ACCOUNT LESS ANY TERMS PAID OR AGREED TO BE PAID ON OWNERS BEHALF. ( SEE CLAUSE 40)			
21. Place or range of re-delivery (Cl. 7) ANY TIME DAY/ NIGHT SHINC IN CHARTERER'S OPTION (see clause 27)	22. Cancelling date (Cl. 21) SEE BOX 13		
23. Dispute resolution (state 22(A), 22(B) or 22(C); if 22(C) agreed Place of Arbitration <u>must</u> be stated) (Cl. 22) London (SEE CLAUSE 31)	24. Brokerage commission and to whom payable (Cl. 24) 2.50 PER CENT		
25. Numbers of additional clauses covering special provisions, if agreed 25 - 31 DEEMED TO BE FULLY INCORPORATED IN AND TO FORM PART OF THE CHARTER			

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I as well as PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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**PART II**  
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It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 of the gross/net tonnage indicated in Box 6, classed as stated in Box 7 and of indicated brake horse power (bhp) as stated in Box 8, carrying about the number of tons deadweight indicated in Box 9 on summer freeboard inclusive of bunkers, stores and provisions, having as per builder's plan a cubic-feet grain/bale capacity as stated in Box 10, exclusive of permanent bunkers, which contain about the number of tons stated in Box 11, and fully loaded capable of steaming about the number of knots indicated in Box 12 in good weather and smooth water on a consumption of about the number of tons fuel oil stated in Box 12, now in position as stated in Box 13 and the party mentioned as Charterers in Box 4, as follows:

#### **1. Period/Port of Delivery/Time of Delivery**

The Owners let, and the Charterers hire the Vessel for a period of the number of calendar months indicated in Box 14 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 9 a.m. and 6 p.m., or between 9 a.m. and 2 p.m. if on Saturday, at the port stated in Box 15 in such available berth where she can safely lie always afloat or safe aground, as the Charterers may direct, the Vessel being in every way fitted for ordinary cargo service. The Vessel shall be delivered at the time indicated in Box 16.

#### **2. Trade**

The Vessel shall be employed in lawful trades for the carriage of lawful merchandise only between safe ports or places where the Vessel can safely lie always afloat within the limits stated said in Box 17 or safe aground. No live stock nor injurious, inflammable or dangerous goods (such as acids, explosives, calcium carbide, ferro silicon, naphtha, motor spirit, tar, or any of their products) shall be shipped.

#### **3. Owners' Obligations**

The Owners shall provide and pay for all provisions and wages, for insurance of the Vessel, for all deck and engine-room stores and maintain her in a thoroughly efficient state in hull and machinery during service. The Owners shall provide winchmen from the crew to operate the Vessel's cargo handling gear, unless the crew's employment conditions or local union or port regulations prohibit this, in which case qualified shore-winches shall be provided and paid for by the Charterers.

#### **4. Charterers' Obligations**

The Charterers shall provide and pay for all fuel oil, port charges, pilotages (whether compulsory or not), canal steersmen, boatage, lights, tug-assistance, consular charges (except those pertaining to the Master, officers and crew), canal, dock and other dues and charges, including any foreign general municipality or state taxes, also all dock, harbour and tonnage dues at the ports of delivery and re-delivery (unless incurred through cargo carried before delivery or after re-delivery), agencies, commissions, also shall arrange and pay for loading, trimming, stowing (including dunnage and shifting

boards, excepting any already on board), unloading, weighing, tallying and delivery of cargoes, surveys on hatches, meals supplied to officials and men in their service and all other charges and expenses whatsoever including detention and expenses through quarantine (including cost of fumigation and disinfection). All ropes, slings and special runners actually used for loading and discharging and any special gear, including special ropes and chains required by the custom of the port for mooring shall be for the Charterers' account. The Vessel shall be fitted with winches, derricks, wheels and ordinary runners capable of handling lifts up to 2 tons. But they do have free use of any equipment on board.

#### **5. Bunkers (see clause 27)**

The Charterers at port of delivery and the Owners at port of re-delivery shall take over and pay for all fuel oil remaining in the Vessel's bunkers at current price at the respective ports. The Vessel shall be re-delivered with not less than the number of tons and not exceeding the number of tons of fuel oil in the Vessel's bunkers stated in Box 18.

#### **6. Hire (see clause 29)**

The Charterers shall pay as hire the rate stated in Box 19 per 30 days, commencing in accordance with Clause 1 until her re-delivery to the Owners. Payment of hire shall be made in cash, in the currency stated in Box 20, without discount, every 30 days, in advance, and in the manner prescribed in Box 20. In default of payment the Owners shall have the right of withdrawing the Vessel from the service of the Charterers, without noting any protest and without interference by any court or any other formality whatsoever and without prejudice to any claim the Owners may otherwise have on the Charterers under the Charter.

#### **7. Re-delivery**

The Vessel shall 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 an icefree port in the Charterers' option at the place or within the range stated in Box 21, between 9 a.m. and 6 p.m., and 9 a.m. and 2 p.m. on Saturday, but the day of re-delivery shall not be a Sunday or legal Holiday. The Charterers shall give the Owners not less than ten days notice at which port and on about which day the Vessel will be re-delivered. Should the Vessel be ordered on a voyage by which the Charter period will be exceeded the Charterers shall have the use of the Vessel to enable them to complete the voyage, provided it could be reasonably calculated that the voyage would allow redelivery about the time fixed for the termination of the Charter, but for any time exceeding the termination date the Charterers shall pay the market rate if higher than the rate stipulated herein.

#### **8. Cargo Space**

The whole reach and burthen of the Vessel, including lawful deck-capacity shall be at the Charterers' disposal, reserving proper and sufficient space for the Vessel's Master, officers, crew, tackle, apparel, furniture, provisions and stores.

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<b>9. Master</b>	118	the neglect or default of their servants. The Owners shall not be liable for loss or damage arising or resulting from strikes, lock-outs or stoppage or restraint of labour (including the Master, officers or crew) whether partial or general. The Charterers shall be responsible for loss or damage caused to the Vessel or to the Owners by goods being loaded contrary to the terms of the Charter or by improper or careless bunkering or loading, stowing or discharging of goods or any other improper or negligent act on their part or that of their servants.	173 174 175 176 177 178 179 180 181 182
<i>The Master to supervise the stowage and to be responsible for proper stowage.</i> <i>The Master shall prosecute all voyages with the utmost despatch and shall render customary assistance with the Vessel's crew. The Master shall be under the orders of the Charterers as regards employment, agency, or other arrangements. The Charterers shall indemnify the Owners against all consequences or liabilities arising from the Master, officers or Agents signing Bills of Lading or other documents or otherwise complying with such orders, as well as from any irregularity in the Vessel's papers or for overcarrying goods. The Owners shall not be responsible for shortage, mixture, marks, nor for damages to cargo during the loading or unloading operations. Owners to be responsible for the number of pieces/packages loaded but not for the loosening of bundles number of pieces or packages, nor for damage to or claims on cargo caused by bad stowage or otherwise. If the Charterers have reason to be dissatisfied with the conduct of the Master or any officer, 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.</i>	119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136		
<b>10. Directions and Logs</b>	137	<b>13. Advances</b>	183 184 185 186 187 188
The Charterers shall furnish the Master with all instructions and sailing directions and the Master shall keep full and correct logs accessible to the Charterers or their Agents.	138 139 140 141	The Charterers or their Agents shall advance to the Master, if required, necessary funds for ordinary disbursements for the Vessel's account at any port charging only interest at 6 per cent. p.a., such advances shall be deducted from hire.	
<b>11. Suspension of Hire etc.</b>	142	<b>14. Excluded Ports</b>	189
(A) In the event of drydocking or other necessary measures to maintain the efficiency of the Vessel, deficiency of men <i>including strike of /officers/crew</i> or Owners' stores, breakdown of machinery, damage to hull or other accident, either hindering or preventing the working of the Vessel and continuing for more than twenty-four consecutive hours, no hire shall be paid in respect of any time lost thereby during the period in which the Vessel is unable to perform the service immediately required. Any hire paid in advance shall be adjusted accordingly.	143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161	(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; (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 shall not be obliged to force ice. 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. Unforeseen detention through any of above causes shall be for the Charterers' account.	190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206
(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 shall 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.			
<b>12. Responsibility and Exemption</b>	162	<b>15. Loss of Vessel</b>	207
The Owners only shall be responsible for delay in delivery of the Vessel or for delay during the currency of the Charter and for loss or damage to goods onboard, if such delay or loss has been caused by want of due diligence on the part of the Owners or their Manager or their Master in making the Vessel seaworthy and fitted for the voyage or any other personal act or omission or default of the Owners or their Manager or their Master. The Owners shall not be responsible in any other case nor for damage or delay whatsoever and howsoever caused even if caused by	163 164 165 166 167 168 169 170 171 172	Should the Vessel be lost or missing, hire shall cease from the date when she was lost. If the date of loss cannot be ascertained half hire shall be paid from the date the Vessel was last reported until the calculated date of arrival at the destination. Any hire paid in advance shall be adjusted accordingly.	208 209 210 211 212 213
		<b>16. Overtime</b>	214
		The Vessel shall work day and night if required. The Charterers shall refund the Owners their outlays for all overtime paid to officers and crew according to the hours and rates stated in the Vessel's articles. Ship Officers'/ crew's overtime always to be for Owners' account.	215 216 217 218
		<b>17. Lien</b>	219
		The Owners shall 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 shall have a lien on the Vessel for all moneys paid in advance and not earned.	220 221 222 223 224
		<b>18. Salvage</b>	225
		All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal benefit after deducting the Master's, officers' and crew's proportion and all legal and other expenses including hire paid under the charter for time lost in the salvage, also repairs	226 227 228 229 230

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of damage and fuel oil consumed. The Charterers' shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	231	(E) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.	294 295 296 297 298 299 300
<b>19. Sublet</b>  The Charterers shall have the option of subletting the Vessel, giving due notice to the Owners, but the original Charterers shall always remain responsible to the Owners for due performance of the Charter.	232 233 234 235 236 237 238	(F) The Vessel shall have liberty:- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions; (ii) to comply with the order, directions or recom- mendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance; (iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, 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; (iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; (v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.	301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345
<b>20. War ("Conwartime 1993")</b>  (A) For the purpose of this Clause, the words: (i) "Owners" shall include the ship-owners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and (ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel. (B) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. 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. (C) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation. (D) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account. (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.	239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293	(G) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice. (H) If in compliance with any of the provisions of sub- clauses (B) to (G) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter.	346 347 348 349 350 351 352 353 354 355 356
<b>21. Cancelling</b>  Should the Vessel not be delivered by the date indicated in Box 22, the Charterers shall have the option of cancelling. If the Vessel cannot be delivered by the cancelling date, the Charterers, if required, shall declare within 48 hours after receiving notice thereof whether they cancel or will take delivery of the Vessel.	346 347 348 349 350 351 352		
<b>22. Dispute Resolution</b>  *) <del>(A) This Charter shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter shall be referred</del>	353 354 355 356		

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to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.	357	(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.	422
The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	358	(ii) The <i>Either</i> other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	423
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	359	(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.	424
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	360	(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.	425
In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	361	(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.	426
* (B) This Charter shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	362	(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.	427
In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	363	(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.	428
* (C) This Charter shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	364	(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)	429
(D) Notwithstanding (A), (B) or (C) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter.	365	(E) If Box 23 in Part I is not appropriately filled in, sub-clause (A) of this Clause shall apply. Sub-clause (D) shall apply in all cases.	430
In the case of a dispute in respect of which arbitration has been commenced under (A), (B) or (C) above, the following shall apply:-	366	*	431
	367	(A), (B) and (C) are alternatives; indicate alternative agreed in Box 23.	432
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		<b>23. General Average in London</b>	467
		General Average shall be settled according to York/	468
		Antwerp Rules, 1994 and any subsequent modification	469
		thereof. Hire shall not contribute to General Average.	470
		<b>24. Commission</b>	471
		The Owners shall pay a commission at the rate stated in Box 24 to the party mentioned in Box 24 on any hire paid under the Charter, but in no case less than is necessary to cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission. Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.	472
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## **ADDITIONAL CLAUSES**

ADDITIONNAL CLAUSES DEEMED TO BE FULLY INCORPORATED in the BALTIME 1939 Uniform time charter (as revised 2001) CHARTER PARTY dated

### **Clause 25 - VESSEL DESCRIPTION**

Vessel type: -

Built: -

Flag: -

Home port: -

Call sign: -

GT: -

NT: -

DWAT: -

DWCC summer marks: -

DWCC Winter marks: -

P and I club: -

IMO number -

Grain/Bale capacity: -

Cargo gear -

Holds: -

Hatches: -

Length OA: -

Breadth mold: -

Depth main deck: -

Summer salt-water maximum draft: -

Air draft in ballast condition: -

Distance waterline to top, hatch coming in ballast: -

Consumption at sea per day: -

Consumption in port: -

Gas Oil quality: -

classed : -

Hatch covers: -

Engine: -

Speed: -

Water ballasts capacity: -

Freshwater ballasts capacity: -

Bunker ballasts capacity: -

Portable/moveable bulkheads: -

Strong-beam: -

Tank top -

Tank top strength: -

Square pressure: -

Bow thruster: -

Containers: -

Reefers plugs -

-

Elvent -

shaft generator -

On fixing the vessel Owners are to provide Charterers with copies of vessel's plan and deadweight scale.  
**BULKHEADS**

If Portable bulkheads to be removed from vessel; discharging will be performed at Owners' expense and owners risk. Storage charges if any, and sheeting expense if requested to be at Owners costs.

**CONSUMPTION**

The vessel's fuel consumption at sea is warranted not to exceed XXXX litters per day at a warranted speed of XX knots in "Good weather and smooth water" (lines 14 / 15) shall mean any weather condition in which the wind does not exceed force 2 Beaufort.

If during the duration of this charter the vessel's speed is reduced and/or bunkers consumption increased the time lost and the bunkers so over-consumed shall be deducted from the hire, unless proven bad weather.

**VALID CERTIFICATES**

Vessel to be delivered with all required certificates valid and in force and the same including:

Fumigation and / or deratization certificates.

All certificates to be maintained throughout the currency of the Charter at Owners Expense

Crew / Officers to get vaccinated if required by the ports authorities of call at Owners expenses.

Basically and throughout the period of this charter the vessel and her crew to carry all necessary certificates / charts / documents to enable the vessel to trade within the agreed limits.

#### **SMUGGLING**

Charterers will not be responsible for any act of smuggling by any crewmember nor any fine applied to the vessel by harbour authorities or by customs and not relating to the cargo.

#### **COMMUNICATIONS**

If Charterers provide master with mobile phone ; the use will be strictly limited to communications with Charterers, agents or stevedores, otherwise any radio calls / cables made by the Master for Charterers to be paid by them.

#### **COMPUTER SYSTEM**

Charterers option to fit a computer system on board the vessel at their expense. Same to be removed at the end of the charter at Charterers expense

#### **ACCOMMODATIONS**

The Charterers may appoint a supercargo who will occasionally accompany the vessel. He is to be furnished with free cabin accommodation and same fare as provided for the Captain's table at a reasonable charges per day

## **Clause 26 CARGO SPECIFICATIONS**

#### **HOLD STRENGTH**

The vessel to have a ceiling capable of taking steel coils up to 40 tons piece weight stowed with axis for and aft. When such cargo are taken when dunnage and equipment supplied to be retained on board for further use and surrendered to the Charterers or their agents upon request. Any dunnage or lashing equipment supplied to be retained on board for further use and surrendered to the Charterers or their agents upon request.

Some cargoes will be stowed/unstowed by forklifts or other mechanical equipment. Owners guarantee that the vessel's tank tops are able to withstand the weight of such forklifts or mechanical equipment plus cargo but always limited to vessel's tank top strength in accordance with vessel' description.

#### **WATERTIGHT HATCH COVERS**

Hatch covers to be absolutely watertight. Charterers to have the option to carry out at any time hydro tests and/or ultrasonic tests at Owners expenses and time, unless tests should prove that hatch covers were absolutely watertight, in which case time and expenses to be for Charterers account.

If required by hydro/ultrasonic test report, Owners/master will take all necessary steps to guarantee hatches fully watertight.

Owners still remain fully responsible for any contamination to the cargo as per conditions and exceptions of this charter-party

All sea water protest declared by master during sea crossing must be immediately reported to Charterers and their local agent.

#### **HATCHES OPENING CLOSING**

Opening and closing of hatches whenever required to be done by the crew at Owners expenses if permitted by local regulations

#### **CLEANING HOLDS**

Vessel fitted with cradles system:

Upon completion of discharge of each cargo, the Master/crew shall, free of expense to Charterers, Clean all cargo compartments in preparation for the next cargo. Such cleaning work shall be performed whilst the vessel is en route to the next loading port, provided this can be safely done, and that the duration of the voyage is sufficient.

Vessel not fitted with cradles system:

Charterers are entitled, free of expenses to them, to have the holds swept and cleaned by the crew after completion of each voyage of general cargoes. If consecutive steel cargo voyages are performed, the holds will be swept and cleaned every 3 voyages. Broken dunnage and debris to be removed as and when needed.

In discharging ports used dunnage and wedges left in holds by stevedores will be collected by the crew and placed in certain locations in holds so that they can be used again.

#### **STOWING CARGO**

The Stevedores although appointed by the Charterers / shippers / receivers or their agents to be under direction and supervision of the Master who will be responsible for the proper stowage and the seaworthy trim of the vessel.

#### **LIGHTING EQUIPMENTS**

Vessel to supply lights and light clusters free of expense to the Charterers. All stevedores standby expenses caused by deficiency of lighting will accordingly reduce the hire proportionally to the number of cargo spaces in which work is prevented due to this light deficiency.

**MASTER ASSISTANCE**

The Master is to accede to Charterers and / or supercargo's requests whenever possible always taking into consideration the safety of the vessel and crew.

The Master will prosecute the voyages with utmost despatch and shall render all customary assistance, cooperating in every respect with the Charterers and their agents.

**TALLY**

Master/crew to tally cargo in loading and or discharging ports if required by Charterers or their representatives

**DECK CARGO**

Charterers are allowed to load on deck and hatch-covers at their risk always under Master's supervision and discretion. The bills of lading will be marked accordingly.

No magnets to be used for loading or discharging of a cargo unless permission of the Owners has been granted.

**Clause 27 DELIVERY / RE-DELIVERY****DELIVERY**

Arrival pilot station any time day night SHINC

Vessel to be delivered with dry clean holds.

**REDELIVERY**

North trading

The vessel to be redelivered at one port at Charterers option at dropping outward pilot day or night SHINC within any port ECUK or Dunkirk/Hamburg range.

Mediterranean trading

The vessel to be redelivered at one port at Charterers option at dropping outward pilot day or night SHINC FHINC within any Mediterranean, Black Sea, Portugal, North Spain, continent

**BALLASTING**

If the vessel has to ballast for delivery the inward port expenses are for the Charterers account. On re-delivery the out ward port expenses are for the Owners account.

**ON/OFF HIRE SURVEY**

A survey will be held at the port of delivery and at the port of redelivery in Charterers and Owners time respectively for the purpose of ascertaining, the status of any damage caused by the stevedores and reported as such by the master, and the quantity of bunkers remaining on board. The Charterers will nominate and pay for their Surveyor or marine superintendent,

the Master will serve as Owners Surveyor. The two respective parties are then to sign a mutually agreed report on each occasion. Both surveys to be held during the preparation of loading and discharging.

Owners to provide on board an accurate calibration scale, Hydrostatic Curves, Ballast tank calibration tables, ships drawing

and all necessary up to date documents and data to enable Charterers or their representatives to perform any draft survey of the cargo weight loaded and or to be discharged.

**BUNKERS**

The Charterers on expiration of this contract to redeliver the vessel with about the same quantity of bunkers as on delivery

Any difference in quantity between delivery and redelivery according to be settled between Charterers and Owners at market price.

**LOGO**

The Charterers to have the option of flying their flag and painting the funnel and/or hull to their colors and logo at their expenses and time. Funnel and/or hull to be repainted to Owners colors on redelivery at Charterers time and expenses.

**Clause 28 OWNERS OBLIGATIONS****TANK TOP DAMAGE**

It is understood that the Charterers will not have to support the possible damages caused by the trade to the vessel's wall and or tank top apart of course from the duly reported and registered stevedores damages in various ports.

**STEVEDORE DAMAGES**

The Charterers shall not be held responsible for any damage to the vessel incurred during the loading or discharging operations.

In case of damages to the vessel due to stevedores negligence, the Owners shall instruct the master to :

(i) Immediately advise party involved and Charterers' representatives at the time of occurrence of damage; by default of such notice damages will be considered as normal wear and tear, and

(ii) Make all appropriate claim and reservation notice to secure its right as well as Charterers right, including securing necessary evidences, and start any necessary contradictory survey or procedures.

If safety and seaworthiness and commercial operations are not affected the damages shall remain unrepaired until vessel's next stay at shipyard.

**BILL OF LADING**

Bills of Lading or other documents to be signed either by the Master or by the Charterers, but always in accordance with Mate's receipts.

**CARGO EXCLUSIONS**

Logs, live stock, nuclear and / or radioactive wastes, wet salted hides, fuel, Ferro silicone, calcium carbide, calcium hypo chloride, direct reduces iron / iron pellets, rape seed, explosives, blasting caps, loaded bombs, arms, ammunitions, detonators, black powder dynamite, TNT, fish meal, bone meal, asphalt, pitch in bulk, petroleum and its products, green petcoke, pyrites, HBI, nafta, motor spirit, turpentine, calcium hydroxide, contraband cargoes, acids, toxic, tar or any of its products, bulk cement, creosotes, cement clinkers, cargoes, treated poles, asbestos, scrap, motorblocks, sulphur concentrate unless and in accordance with IMO regulations as below, copra, alumina, caustic soda unless in drums / solid, oil cakes, chemicals unless in accordance with IMO and as below, sponge iron, bulk sugar, shaving, turning, chrome ore.

**TRADE LIMIT**

Owners warrant that the vessel has never traded with Israel, even under previous ownership, and is not blacklisted by Arabian countries. Excluded areas are Israel, TOC, Libya and war zones

**INSURANCE**

Ship to be fully insured for Hull and Machinery, General Average, usual P&I Club cover and War risk and Charterers to have benefit of Owners' P & 1 Club as far as the rules permit. Vessel's class to be maintained during the duration of the Charter at the Owners' expense.

Charterers also not to be held responsible for any accident and / or damage already covered by Owners ordinary hull and machinery policy, as far as club rules permit.

The Owners guarantee that the vessel is entered for full cover and shall remain entered in a P&I club for the duration of the Charter Party. If so required, Charterers shall have the benefit of Owners P&I club association as far as its rules permit.

No preloading survey will be carried out by the P&I club at the port of loading.

**ISM**

Owners warrant that vessel comply fully with the requirements of the International Safety Management (ISM) code. Vessel's owners are to provide satisfactory evidence of compliance including valid document of compliance (DOC) and valid safety management certificate (ISM) when required to do so.

Owners shall remain fully responsible for all consequences arising from any matters which occur in connection with the vessel and ISM code default.

**SELL**

The Owners have not the right to sell the vessel during the duration of the charter

## **Clause 29 HIRE**

**PAYMENT**

Payment will be transferred last day of each month; less provisions for Owners account and commissions. In the event of failing date due on a weekend, payment will be made at the next banking day.

**INVOICING**

## **Clause 30 SUSPENSION OF HIRE**

**DEVIATION**

Should the vessel deviate or put back during a voyage for a reason which causes hire to be suspended under this Charter Party, hire shall cease to be payable from the commencement of such deviation until the time when the vessel is again ready to resume her service from a position not less favorable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the vessel's destination, and any bunkers saved.

Should the vessel be arrested during the currency of this charter party at the suite of any person having or purporting to have a claim against or any interest in the vessel, the vessel will be declared off-hire and time lost there from shall be deducted from hire.

For any situation exposed herein it is understood that any additional expenses incurred there from, including Stevedores standby, charges, hire of shore cranes, demurrage, charges for Rail cars/ barges / trucks to be for Owners account. The Charterers to have the option of adding any time the vessel is off-hire to the charter period.

**DRY DOCK SUBSTITUTION**

If vessel has to go into dry dock, Owners to nominate substitute vessel at same terms and conditions.

**CANCELLATION**

If force majeur or strikes break out in Sellers / Receivers mills plants or in ports and last over 07 days, Charterers and Owners will mutually agree to either postpone the contract or cancel it.

Should the vessel be off-hire more than 10 days, Charterers will have the option to cancel this charter party however, the vessel to be empty. Hire paid in advance to be immediately refunded to the Owners.

**Clause 31 DISPUTE/RESOLUTION**

**ARBITRATION**

Arbitration if any to be settled in London by Arbitrational Chambre and English law to apply.

**NEW JASON**

The New Jason, both to blame collision clause, chamber of shipping war risks 1+2 are deemed to be incorporated in this Charter Party.