

## UNIFORM AUSTRALIAN GRAIN CHARTER 2002

Code Name "AUSGRAIN"

Adopted 1st April 2002

1. Place and Date <b><i>Geneva</i></b> .....	"AUSGRAIN"
2. Owners/Place of Business (Cl. 1) ..... .....	3. Charterers/Place of Business (Cl. 1) ..... .....
4. Vessel's Name (Cl. 1) .....	5. Vessel's Class (Cl. 1) .....
6. Laycan (Cl. 8) .....	7. Loading port or place (Cl. 2.1) .....
8. Discharge port(s) or place(s) (Cl. 5) .....	9. Cargo (Cls. 2.1 and 7) (State also amount in metric tons % more or less at Owners option) .....
10. Owners P&I Club (Cl. 33) .....	11. Freight rate (state whether freight prepaid or payable on delivery) (Cl. 10) .....
12. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 10) .....	13. Freight adjustment if applicable (Cl. 10) .....
14. Laytime .....	15. Appointment of Stevedores at discharge port(s) .....
16. Shippers/Place of Business (Cl. 12) .....	17. Agents (loading) (Cl. 18) .....
18. Agents (discharging) (Cl. 18) .....	19. Demurrage and Despatch rate at load (Cl. 16) .....
20. Bills of Lading Clauses (cl. 19) .....	21. General Average to be adjusted at (Cl. 40) .....
22. Discharge Port Orders to Master (Cl. 21) .....	23. Demurrage and Despatch rate at Discharge (Cl. 27) .....
24. Cargo discharge rate (Cl. 25) .....	25. Address commission to Charterers payable (Cl. 4) .....
26. Other brokerage (Cl. 42) .....	27. Law and Arbitration (Cl. 44) .....
28. 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 party which shall include the Additional Clauses referred to in Box 28.

Signature (Owners)

Signature (Charterers)

## UNIFORM AUSTRALIAN GRAIN CHARTER 2002

Code Name "AUSGRAIN"

## 1 VESSEL AND DEFINITIONS

IT IS THIS DAY MUTUALLY AGREED BETWEEN the Owners set out in Box 2 of the vessel named as set out in Box 4 ("the Vessel") and to be of that class set out in Box 5 when the vessel sails with her cargo under this Charter party and the Charterers set out in Box 3 that:

Tonnage Whenever the words "metric ton" are referred to In this Charter party this shall mean tonne, i.e. 1,000 kilos.

Vessel Whenever the word "Vessel" is referred to in this Charter Party as having an active obligation it shall be taken to mean and include Owners as having the same obligation.

Owners Whenever the word "Owners" appears in this Charter Party, it is understood to mean "owners and/or disponent owners and/or Timechartered Owners" of the Vessel.

Shippers Whenever the word "Shippers" appears in this Charter Party, it is understood to be that party set out in Box 16.

Receiver Whenever the word "Receiver" appears in this Charter Party it is understood to mean the consignee to whom the cargo is to be delivered or its agent.

## 2 LOADING PORT

2.1 The Vessel, being in every way fitted for the voyage shall, with all convenient speed, after completion of her present voyage and discharge of her outward cargo (if any) proceed as ordered by the Charterers to one or two ports out of those set out in Box 7, rotation always at Charterers' option and there load according to the custom of the port, always afloat, at such dock, pier, wharf or berth as ordered by the Shippers, a cargo as set out in Box 9 in bulk ex silo from the Shippers or their Agents, which the Charterers bind themselves to provide, not exceeding what the Vessel can reasonably stow and carry in addition to her tackle, apparel, provisions, fuel and furniture.

## 3 SHIFTING OF VESSEL

3.1 Shippers shall have the option of ordering the Vessel to shift from the loading berth/dock/wharf/pier (hereinafter referred to as the loading berth) at Owner's expense on one occasion at each loading port. Thereafter any return to the loading berth shall also be for Owners' account. Should the Vessel be ordered to move by the Port Authority all costs arising therefrom shall be for Owners' account.

47           4       **DESTINATION**

48           4.1     Being so loaded, the Vessel shall proceed with all  
49                   reasonable speed, the route at the Owner's option, which  
50                   shall be declared by the Master on completion of loading  
51                   for orders (unless these be given by Charterers upon  
52                   signing of Bills of Lading) to discharge at any port or  
53                   combination of ports listed in Discharge Range as set  
54                   out in Box 8, or so near thereinto as the Vessel can  
55                   get, always afloat, and there deliver the cargo  
56                   according to the custom of the Port and in accordance  
57                   with Clauses 24/25 hereof at any customary berth, dock,  
58                   wharf or pier as ordered by the Charterers or their  
59                   Agents, where the Vessel can lie, always afloat, having  
60                   been paid freight at the rate hereinafter mentioned.

61           5       **DISCHARGE RANGE**

62           5.1     As set out in Box 8.

63           6       **SAFE TRIM BETWEEN PORTS OF DISCHARGE**

64           6.1     The Charterers shall specify prior to completion of  
65                   loading the discharge tonnage for each discharge port.  
66                   If such specification is not made or if there is to be a  
67                   change thereto by the Charterers then any reasonable  
68                   costs associated with such change to ensure that the  
69                   seaworthy trim of the vessel is maintained during  
70                   passage between those discharge ports shall be for the  
71                   account of the Charterers. In the event of the cargo  
72                   being a homogenous cargo (i.e. of the same description,  
73                   quality and mark) the Master shall discharge the cargo  
74                   as specified by the Charterers in such manner as to  
75                   leave the Vessel in seaworthy trim to proceed to the  
76                   second port of discharge.

77           7       **CAPACITY**

78           7.1     The Owners undertake that the Vessel shall load the  
79                   amount of cargo set out in Box 9. The Master to declare  
80                   in writing before loading commences approximate quantity  
81                   of cargo required.

82           8       **LOADING AND CANCELLING DATES**

83           8.1     The time for loading shall not commence before the date  
84                   set out in Box 6 unless the Shippers begin loading  
85                   sooner, but time not to count. If the Vessel is not  
86                   ready to load at all hatches at (first) loading port by  
87                   1200 hours of the date set out in Box 6 the Charterers  
88                   shall subject to sub-clause 14.4 hereof have the option  
89                   of cancelling this Charter, which shall be declared upon  
90                   Notice of Readiness being given, unless more time has  
91                   been lost waiting for orders than mentioned in Clause 12  
92                   hereof in which case the Cancelling Date shall be  
93                   correspondingly extended. For the purpose of this  
94                   Clause the preliminary 24 hours Notice of Readiness to  
95                   load, stipulated in Clause 14 hereof shall not be  
96                   obligatory, and in no case shall the absence of a ready  
97                   loading berth as per Clause 14 constitute a reason for  
98                   cancelling this Charterparty.

99 8.2 The Owners undertake to load each cargo grade by natural  
100 separation by holds.

101 8.3 No co-mingling of cargo is allowed without Charterer's  
102 express agreement.

103 9 **CARGO ALONGSIDE**

104 9.1 At the loading port or ports the cargo shall be  
105 delivered ex spout from the silo, unstowed and  
106 untrimmed, at the risk and expense of the Shippers.

10 **FREIGHT**

108 10.1 Freight shall be payable at the rate set out in Box 11  
109 all per metric ton on Bill of Lading weight.

110 10.2 If the Vessel is chartered on one or two loadport basis,  
111 and is ordered by the Charterers to load at one port  
112 only then the rate of freight is to be reduced by the  
113 amount per metric ton set out in Box 13.

114 10.3 The said freight shall be paid as set out in Boxes 11,  
115 12 and 13. Charterers are entitled to deduct any  
116 overtime and other costs hereunder for the account of  
117 the Owners and despatch earnings from the final freight  
118 payment.

119 11 **INTERNATIONAL TRANSPORT WORKERS' FEDERATION**

120 11.1 The Owners guarantee that the terms and conditions of  
121 employment of the crew of the Vessel are now or will be  
122 prior to presentation of the Vessel for loading and will  
123 remain for the period of this Charter Party covered by an  
124 International Transport Worker's Federation ("ITF")  
125 agreement or a bona fide Trade Union or other  
126 institutional agreement acceptable to the ITF. If  
127 berthing, loading, discharging or trading operations of  
128 the Vessel are prevented or delayed by or as a  
129 consequence of any industrial action; crew complaints'  
130 actual, threatened or likely withholding of services to  
131 the Vessel; port unions actions against the Vessel,  
132 whether requested by the crew or not, all or any of  
133 which may arise directly or indirectly from the terms  
134 and conditions of employment of the crew and/or in  
135 relation to crew matters, then any time lost by reason  
136 thereof shall not count during the continuance of such  
137 prevention or delay and Owners shall indemnify and  
138 reimburse the Charterers and/or Shippers for any loss,  
139 expenses, damages, claims, demands and liabilities  
140 incurred and made as a result. The terms and conditions  
141 of crew employment referred to herein shall include but  
142 not be limited to, rates of pay, benefits, leave, work  
143 conditions aboard the Vessel notwithstanding that the  
144 crew may be appointed or employed by Manning Agents. In  
145 the event that the Vessel is operated by a Time  
146 Charterer then any costs associated with the Vessel  
147 being placed off hire in connection with any crew  
148 disputes or intervention of the ITF as aforesaid shall  
149 be for Owners' account. The Charterers and/or Shippers

150 shall also have the right to order the Vessel from/to  
151 the load berth at Owners' expense until the industrial  
152 dispute and/or ITF intervention is resolved in all  
153 respects.

154 12 **ORDERS FOR LOADING PORT/S**

155 12.1 Owners or their local Australian Agents shall keep the  
156 Charterers closely advised of the Vessel's movements,  
157 including date of sailing from last port prior to  
158 contract voyage. The Master shall apply by radio,  
159 telegraph or telefax to Shippers' notify address as set  
160 out in Box 16 for orders for first or sole loading port  
161 giving the Vessel's position ETA and estimated cargo  
162 required when 96 hours off the loading range. Unless  
163 given earlier, orders shall be given by Shippers by  
164 radio, telegraph or telefax within 48 hours of receipt  
165 of Master's application.

166 12.2 Orders for second loading port, if any, shall be given  
167 before the Vessel completes loading at first port.

168 12.3 Orders for a Vessel with cargo for, or discharging in  
169 Australia shall be given to the Master or Owners' Agents  
170 at the Vessel's final discharging port upon the Master  
171 or Owners' Agents giving the Charterers written,  
172 telegraphic or telefax notice of the Vessel's position  
173 and expected readiness, such notice to be given at least  
174 three days before the Vessel's expected departure from  
175 final discharging port.

176 12.4 Failure to radio, telegraph or telefax under this  
177 Clause, shall not be considered a breach of the  
178 Charter Party, but if Charterers are not notified, three  
179 days shall be added to the time allowed for loading.

180 12.5 If, when the Vessel is in Australian waters, the Master  
181 does not intend to proceed direct to loading port on  
182 receipt of orders, but via another port, for the purpose  
183 of bunkering, he shall inform Charterers and advise them  
184 of the Vessel's expected date of departure therefrom.  
185 If, after orders for loading are given, the Vessel is  
186 delayed 48 hours or more after the date notified, the  
187 Master shall inform Charterers by radio, telegraph or  
188 telefax of such delay and Charterers shall have the  
189 right of ordering the Vessel by radio, telegraph or  
190 telefax to a different loading port, provided such  
191 orders are given within 24 hours (Saturdays, Sundays and  
192 Holidays excepted) of receipt of Master's notification.  
193 Such orders shall be acknowledged by the Master, to the  
194 Charterers by radio, telegraph or telefax as soon as  
195 possible after receipt thereof by the Master.

196 13 **SURVEY AT LOADING PORT**

197 13.1 At the first or sole loading port and before loading is  
198 commenced the Vessel shall pass the customary survey of  
199 a recognised Marine Surveyor appointed by the Charterers  
200 or Shippers, and of a Department of Agriculture,  
201 Fisheries and Forestry Australia inspector pursuant to  
202 the Export (Grain) Regulations.

203 13.2 In the event that the Vessel loads in another State(s)  
 204 and is required by the Charterers to re-pass the  
 205 aforesaid surveys/inspections at the loading port(s)  
 206 defined in this Charter party any time lost in securing  
 207 the required passing and certificates shall not count as  
 208 laytime unless the Vessel is already on demurrage.

209 13.3 All such surveys and inspections shall be Owners'  
 210 responsibility and for Owners' account and time.

## 211 14 **LOADING**

### 212 14.1 Notice of Readiness

213 At the first loading port the time for loading shall  
 214 count (Saturdays, Sundays and Holidays excepted even if  
 215 used) from 24 hours after Charterers or their agents  
 216 have received the Master's written, telegraphic or  
 217 telefax notice between 0900 hours and 1700 hours on  
 218 ordinary working days that the Vessel has passed survey  
 219 in accordance with Clause 13 hereof whether in berth or  
 220 not as ordered by the Shippers. Such orders shall be  
 221 given to the Vessel by Shippers upon notice being given  
 222 of the Vessel's arrival in port. Notice shall be given  
 223 at the first port or place of loading only.

224 14.2 At the second or subsequent loading port (if any)  
 225 the time for loading shall count (Saturdays, Sundays, and  
 226 Holidays excepted even if used) from 1200 hours on the  
 227 day of arrival at the port if the vessel arrives before  
 228 1200 hours, and from 0900 hours on the following  
 229 ordinary working day, if the vessel arrives after 1200  
 230 hours, unless loading is commenced earlier, in which  
 231 case the time shall count from commencement of loading.  
 232 Time occupied in moving to subsequent loading ports  
 233 shall not count as loading time.

234 14.3 The cargo is to be loaded at the relevant rate  
 235 stipulated hereunder as governed by the mean cargo  
 236 quantity specified in Clause 7.1.

237	Cargo Quantity Per Shipment	Daily Loading Rate
238	Metric Tons	Metric Tons
239		
240	Metric tons /	% moloo Metric Tons

241  
 242 All loading rates are on the basis per weather working  
 243 day Saturday, Sunday, Holidays excepted even if used.

244 14.4 If the loading port is congested on Vessel's arrival at  
 245 or off the first or sole port of loading or so near as  
 246 she may be permitted to approach, Owners shall be  
 247 entitled to give Notice of Readiness during ordinary  
 248 office hours on arrival there, with the effect that  
 249 laytime counts as if she were in berth and in all  
 250 respects ready for loading. Actual time occupied in  
 251 moving from place of waiting to loading berth not to  
 252 count as laytime even if on demurrage. If after  
 253 berthing the Vessel is found not to be ready in all  
 254 respects to load, Notice of Readiness will not be valid

255 and time will not start to count until the Vessel has in  
256 fact passed survey and is in all respects ready to  
257 commence loading.

258 14.5 Any costs incurred by Shippers and/or Charterers as a  
259 result of the Vessel failing survey including berth hire  
260 and pre-ordered labour will be for account of Owners.  
261 Where another vessel is waiting to occupy the loading  
262 berth the Shippers and/or Charterers shall have the  
263 right to order the failed vessel from the berth at  
264 Owner's expense.

265 15 **WAITING FOR BERTH**

266 15.1 Once the Vessel has reached a place within the gazetted  
267 limits of the Port, Notice of Readiness is to be  
268 tendered and laytime is to begin to count in accordance  
269 with the provisions of lines 213-223.

270 15.2 Subject to sub-clause 15.4 hereof if the Vessel is  
271 prevented from entering the loading port(s) because the  
272 loading berth or anchorage is not available, or on the  
273 order of the Shippers or Charterers or any competent  
274 official body or authority or as agreed between Owners  
275 and Charterers and Owners warrant that the Vessel is  
276 physically ready in all respects to load having passed  
277 all surveys and inspections, the time spent waiting at a  
278 usual waiting place within the gazetted limits of the  
279 port or off the port shall count against laytime.

280 15.3 Such laytime shall count from the Vessel's arrival at  
281 such usual waiting place (subject to Master's written,  
282 telegraphic or telefax notice of arrival being given to  
283 Shippers) and will continue to run in accordance with  
284 this Clause until any of the aforesaid conditions cease  
285 to be operative and the Vessel is so notified by  
286 Charterers/Shippers or their Agents or any competent  
287 authority.

288 15.4 If after entering the gazetted limits of the loading  
289 port, the Vessel fails to pass inspections as per Clause  
290 13 and requires more than four hours Saturday, Sundays  
291 and Holidays included to pass such inspections from the  
292 times of initial failure to pass, the time spent waiting  
293 at the port as per lines 279-286 shall not count and the  
294 provisions of lines 300-305 are not to apply, any delay  
295 in commencing loading directly attributable to its  
296 failure to pass initial inspections and any re-  
297 inspections shall not count as laytime or time on  
298 demurrage. Any additional costs incurred as a  
299 consequence, including labour and berth hire are to be  
300 or the Owners' account.

301 15.5 At first or sole loading port the cancelling date as per  
302 sub-clause 8.1 shall be extended by the number of  
303 running days Saturdays, Sundays and Holidays included  
304 rounded to the nearest day spent waiting outside and  
305 inside the gazetted limits of the port for berth in  
306 accordance with the provisions of lines 269-278.

307 15.6 In the event that the Vessel is waiting for loading



308 berth, no laytime is to be deducted during such period  
309 or reasons of weather unless that vessel occupying the  
310 loading berth in question is actually prevented from  
311 receiving grain due to weather conditions in which case  
312 time so lost is not to count unless the Vessel is on  
313 demurrage.

314 15.7 Time occupied in moving from place of waiting to loading  
315 berth shall not count as laytime.

316 15.8 Should the Port Authority or Grain Handling Authority at  
317 the loading port order that the Vessel be loaded during  
318 overtime hours, (including Saturdays, Sundays and  
319 Holidays) then all additional costs are to be borne 50%  
320 by the Owners of the Vessel, and 50% by the Shippers,  
321 except officers' and crew's overtime which shall be for  
322 Owner's account.

323 15.9 Owners guarantee vessel is fully fitted and maintained  
324 in accordance with applicable Australian Law and  
325 Regulations and the law, regulations and requirements of  
326 its country of Registry and Classification which may be  
327 in force and applying to such vessels for the duration  
328 of this Charter party, same to include but not be limited  
329 to full compliance with International Safety Management  
330 (ISM) requirements under SOLAS, suitable hold ladders  
331 and compliance with all requirements for the carriage of  
332 bulk grain without bagging, strapping or securing.

333 15.10 If separations other than by Vessel's natural  
334 compartments for bulk cargo are required the cost of  
335 such separations shall be paid by the party requiring  
336 same. Such separations shall be of a nature and  
337 standard as directed by the Charterers or Shippers. Any  
338 part or completion cargo to be carried must be stowed  
339 separately from the Charterers' cargo and stowed in a  
340 manner acceptable to the Charterers.

341 15.11 The Shippers/Charterers or their agents shall have the  
342 right of sending the cargo alongside continuously and  
343 the Vessel and Owners shall be bound to proceed with the  
344 loading, the Owners paying all overtime in connection  
345 with the actual taking aboard from alongside and stowage  
346 of the cargo.

347 15.12 If at any load port(s) Vessel is to load any other cargo  
348 which is not covered and/or related to this  
349 Charterparty, such other cargo is to be loaded (unless  
350 otherwise instructed by the Charterers) prior to the  
351 grain cargo stipulated in Clause 2 hereof and time is  
352 not to count. Vessel is not entitled to present Notice  
353 of Readiness to Charterers in accordance with this  
354 Clause, before having completed loading of any other  
355 cargo in the same port(s).

356 16 **DEMURRAGE AND DESPATCH (LOADING)**

357 16.1 Should the Vessel not be loaded at the relevant rate  
358 stipulated, in Clause 14.3 hereof for total B/L quantity  
359 loaded demurrage shall be paid at the rate set out in  
360 Box 19 per running day, and pro rata for any part of a



361 day. For all laytime saved at port or ports of loading,  
362 despatch money shall be paid by the Owners to the  
363 Charterers on completion of loading at the rate of one  
364 half of the above rate of demurrage. Charterers shall  
365 have the right to deduct any provisional despatch  
366 earnings from freight payments.

367 17 **STEVEDORES**

368 17.1 The cost of any stevedoring to Vessel's side shall be  
369 for the account of the Charterers.

370 17.2 The cost of all other stevedoring including any overtime  
371 required for the loading and trimming of the cargo is  
372 for the account of the Owners.

373 17.3 The Charterers/Shippers shall appoint the stevedore on  
374 behalf of the Owners and the cost thereof shall not  
375 exceed the current rates for first class stevedore work  
376 in that port. It shall be the responsibility of the  
377 Owners to make payment direct to the stevedores and  
378 Charterers will endeavour to assist Owners in attempting  
379 to resolve any disputes between Owners and stevedores,  
380 but Charterers are not to be responsible for any such  
381 stevedores claims and costs in relation thereto.

382 17.4 The stevedores at the discharge port or ports to be  
383 appointed and employed by the party set out in Box 15.

384 17.5 The cargo shall be stowed under the supervision and  
385 direction of the Master. Cargo to be loaded, stowed and  
386 spout trimmed at the expense of the Charterers/  
387 Shippers. Cargo to be discharged free of  
388 risk and expense to the vessel.

389 18 **AGENTS**

390 18.1 At the port or ports of loading the Vessel shall be  
391 consigned to the Charterers'/Shippers' Agents as set out  
392 in Box 17 or their nominees at a fee set out in Box 17,  
393 payable once only per load port. Such agency shall be  
394 for Owners' account.

395 18.2 At the port or ports of discharge the Vessel shall be  
396 consigned to the Charterers'/Shippers' Agents as set out  
397 in Box 18 Owners paying customary fees.

398 18.3 Owners to make available the necessary funds for  
399 estimated Disbursements to the nominated shipping agents  
400 prior to the Vessel's arrival at the first load port. If  
401 Owners fail to make payment of these funds, Charterers  
402 have the option of withholding the estimated or actual  
403 Disbursement from the Freight Payment due under Clause  
404 10. Owners are not to endorse or withhold Bills of  
405 Lading for any of the foregoing reasons.

406 19 **BILL OF LADING**

407 19.1 Without prejudice to this Charter party, the Master shall  
408 sign onboard Bills of Lading for the cargo, in the form  
409 attached to this Charter party with freight and all

410 terms, conditions, clauses and exceptions as per this  
411 Charter party.

412 19.2 Owners shall release signed onboard Bills of Lading to  
413 Shippers upon completion of loading, and, if required by  
414 Shippers, at each loading port.

415 19.3 Bills of Lading to be claused as set out in Box 20.

416 20 **STRIKES**

417 20.1 If the cargo cannot be loaded by reason of Riots, Civil  
418 Commotions or of a Strike, Workban, industrial dispute  
419 of any description, or any Lock-out of any class of  
420 workmen essential to the berthing of the Vessel or to  
421 the loading of the cargo, or by reason of obstructions  
422 or stoppages beyond the control of the  
423 Charterers/Shippers caused by Riots, Civil Commotions or  
424 a Strike, Workban, industrial dispute of any  
425 description, or any Lock-out on the Railways or Road  
426 Transport or in the Docks or other places, or if the  
427 cargo cannot be discharged by reason of Riots, Civil  
428 Commotions, of a Strike, Workban, industrial dispute of  
429 any description, or any Lock-out of any class of workmen  
430 essential to the discharge, the time for loading and  
431 discharging, as the case may be, shall not count during  
432 the continuance of such causes unless the Vessel is  
433 already on demurrage, provided that a Strike, Workban,  
434 industrial dispute of any description, or any Lock-out  
435 of the cargo receivers' men shall not prevent demurrage  
436 accruing if by the use of reasonable diligence they  
437 could have obtained other suitable labour. Save for the  
438 rights which the Charterers may be entitled to pursuant  
439 to Clause 11 hereof in the case of any delay by reason  
440 of the before mentioned causes, or as a consequence  
441 thereof no claim for damages or demurrage respectively  
442 shall be made by the Shippers or the Charterers or  
443 Receiver of the cargo or Owners of the Vessel.

444 21 **ORDERS FOR DISCHARGE**

445 21.1 Master to apply to the party set out in Box 22 for  
446 orders for the first or sole discharging port, by radio  
447 and orders are to be given, by radio, within the time  
448 set out in Box 22.

449 21.2 When applying for discharging port orders, Master to  
450 give his actual position and average speed in fair  
451 weather. On receipt of discharging port orders, Master  
452 to radio the party set out in Box 22 his ETA at first or  
453 sole discharging port:

454 (i) within 10 days approximately;

455 (ii) within 72 hours approximately;

456 (iii) within 24 hours approximately,

457 and will keep that party advised of any subsequent  
458 alterations of his ETA. Orders for discharge at a  
459 second port, if any, unless given earlier, shall be

460 given prior to arrival at the first port of discharge.  
461 For any detention waiting for orders, the Charterers  
462 shall pay to the Vessel demurrage at the rate set out in  
463 Box 23.

464 21.3 If the Vessel discharges at more than one port the  
465 discharging ports shall be in geographical (mileage)  
466 rotation from the port where the first discharging port  
467 orders are given.

468 22 **SHIFTING BERTHS (DISCHARGE)**

469 22.1 Charterers have the option of ordering the Vessel to  
470 discharge at a second wharf or berth at each discharging  
471 port at Owners' expense.

472 23 **ADDITIONAL DISCHARGING PORT OPTIONS**

473 23.1 Cargoes governed by this Charter party are to be  
474 considered as full and complete cargoes. In the event  
475 Owners have the possibility of securing additional cargo  
476 Over and above what is covered by this Charter Party such  
477 Port cargo(es) may be loaded subject to the expense  
478 agreement in writing of the Charterers and on conditions  
479 acceptable to it. Charterers shall have the right to  
480 assign this Charter Party or any space net used by them  
481 on the vessel or to sub-charter same to others with the  
482 approval of the Owners, which approval shall not be  
483 unreasonably withheld.

484 24 **TIME FOR DISCHARGING**

485 24.1 Laytime at the first port of discharge shall commence 24  
486 hours after tendering notice of readiness, if notice of  
487 readiness is validly tendered in writing or by  
488 electronic communication by the Master or vessel's agent  
489 during ordinary office hours between 0800 hours and 1700  
490 hours Monday to Friday whether in port or not (WIPON),  
491 whether in berth or not (WIBON) at the port (s) of  
492 discharge, or so near there unto as the vessel may be  
493 permitted to approach. Time from 1700 hours Friday  
494 Saturday, Sundays and Holidays or from 1200 hours  
495 preceding an official holiday until 0800 hours next  
496 working day not to count.

497  
498 If a suitable discharging berth is not available on  
499 vessel's arrival at or off the discharging port, the  
500 vessel or her agents shall be entitled to give notice of  
501 readiness on arrival at the anchorage place, whether  
502 within or outside of the commercial limits of the port,  
503 whether in free pratique or not (WIFPON) and whether  
504 entered at the customs or not (WICCON). Time occupied in  
505 moving from place of waiting to discharging berth shall  
506 not count as lay time even if on demurrage.

507  
508 At the second port of discharge, if any, laytime shall  
509 commence upon arrival at the discharge port berth or so near  
510 as she may be permitted to approach.

511  
512 If after berthing the vessel is found not to be ready in  
513 all respects to discharge, the actual time lost from

514 discovery thereof until the vessel is in fact ready to  
515 discharge shall not count as laytime.  
516 Freight to be paid to Owners bank account 95pct within 3  
517 banking days after signing releasing original Bills of  
518 Lading. Balance of freight to be settled along with  
519 demurrage/despatch invoice within maximum 30 days of  
520 vessel completing discharge.

521  
522 Bill/s of Lading to be endorsed "Freight Prepaid"  
523 against receipt of full freight and Owners to allow  
524 Bills to include Letter of Credit references as required  
525 by Shipper.  
526

527 24.2 If at any discharge port(s) Vessel is to discharge any  
528 other cargo which is not covered and/or related to this  
529 Charterparty, such other cargo is to be discharged  
530 (unless otherwise instructed by the Charterers) before  
531 the cargo stipulated in clause 2 hereof. Vessel is not  
532 entitled to present Notice of Readiness to Charterers  
533 before having completed the discharge of any other cargo  
534 in the same port(s).  
535

536 24.3 If cargo is to be carried as a part cargo, Charterers'  
537 cargo is not to be discharged while other cargo is being  
538 worked without the express permission of the Receivers.  
539

## 540 25 **DISCHARGING RATE**

541 25.1 Cargo is to be discharged free of expense to the Owner  
542 at the average rate set out in Box 24.

## 543 26 **LIGHTERAGE**

544 26.1 Should the Vessel be ordered to discharge at a place to  
545 which there is not sufficient water for her to get the  
546 first tide after arrival without lightening and lie away  
547 afloat, discharging time shall count from 48 hours after  
548 her arrival at a safe anchorage for similar vessels  
549 bound for such place, and lighterage incurred to enable  
550 the Vessel to reach the place of discharge shall be at  
551 the risk and expense of the Receiver of the cargo, any  
552 custom of the port or place to the contrary not  
553 withstanding, but time occupied in proceeding from the  
554 anchorage to the place of discharge shall not count.

555 This clause and the words "or so near thereinto as  
556 vessel can safely get" in Clause 4 and "or so near  
557 thereinto as she may be permitted to approach" in Clause  
558 24, shall not apply to named ports in this sub-clause.

## 559 27 **DEMURRAGE AND DESPATCH (DISCHARGE)**

560 27.1 Should the Vessel not be discharged at the rate set out  
561 in Box 24 demurrage shall be paid at the rate set out in  
562 Box 23 per running days and pro rata for any part of a  
563 day. For all laytime saved despatch money shall be paid  
564 at the rate set out in Box 23. Despatch money, if any,  
565 at discharging port or ports shall be calculated on the  
566 basis of a weather working day of 24 consecutive hours,  
567 but any time lost on a working day owing to weather  
568 conditions shall not count provided work is actually

- 569                    stopped or prevented thereby.
- 570            27.2    Demurrage or despatch, if any, at discharging port or  
571                    ports shall be paid within 15 days of completion of  
572                    discharge and the cargo shall be treated as a whole.
- 573            27.3    Laytime at port(s) of loading and discharging to be non-  
574                    reversible.
- 575            28        **GEAR CLAUSE**
- 576            28.1    If required by Charterers/Shippers/Receiver at any time,  
577                    the Master is to give free use of the Vessel's cranes,  
578                    winches and gear, also power to drive same, runners,  
579                    ropes and slings as on board and crane drivers/winchman  
580                    from the crew. If shore regulations do not permit the  
581                    crew to work cranes or winches then shore labour to be  
582                    employed for the account of party ordering same. Any  
583                    time lost by reason of breakdown of cranes, winches,  
584                    power, lights or other required ships equipment to be  
585                    deducted from laytime pro rata to number of hatches  
586                    affected. Any extra discharging expenses incurred owing  
587                    to such breakdown or breakdowns to be for Owners'  
588                    account.
- 589            29        **OPENING HATCHES**
- 590            29.1    At both loading and discharging ports, the Vessel to  
591                    arrange the opening and closing of hatches in order to  
592                    prevent damage to the cargo.
- 593            29.2    The Vessel is to present for loading and discharging  
594                    with hatches open, and is to be in all respects ready to  
595                    receive/discharge cargo, weather and port regulations  
596                    permitting.
- 597            29.3    The opening and closing of the hatches is always for  
598                    Owners' time and account.
- 599            30        **OVERTIME (DISCHARGING)**
- 600            30.1    Overtime at the discharging port or ports to be for  
601                    account of party ordering it. If overtime is ordered by  
602                    Port Controller, Elevator Authority or the Receiver,  
603                    then additional costs are to be borne 50% by the Owners  
604                    of the Vessel, and 50% by the Receiver, except officers'  
605                    and crew's overtime which shall be for Owners' account.
- 606            31        **SUPERVISING CARGO**
- 607            31.1    The Charterers/Shippers/Receiver or its/their Agents  
608                    shall have the right of being on board the Vessel whilst  
609                    at loading port and/or discharging port for the purpose  
610                    of inspecting the cargo, checking the weights, and  
611                    supervising their interests.
- 612            32        **BUNKERING**
- 613            32.1    Before loading the Vessel shall have the right of  
614                    proceeding to and bunkering at any usual bunkering port  
615                    in Australia and/or of bunkering at the loading port.

616 After loading the Vessel shall have liberty as part of  
617 the contract voyage to bunker at the loading port and/or  
618 proceed to any port or ports at which bunker oil is  
619 available for the purposes of bunkering at any stage of  
620 the voyage whatsoever and whether such ports are on or  
621 off the direct and/or customary route or routes between  
622 any of the ports of loading or discharge named in this  
623 Charterparty and may there take bunkers in any quantity  
624 in the discretion of Owners even to the full capacity of  
625 fuel tanks and deep tanks and any other compartment in  
626 which bunkers can be carried whether such amount is or  
627 is not required for the chartered voyage.

628 33 **OIL POLLUTION**

629 33.1 The Owners agree to indemnify the Charterers, their  
630 Agents, or any other party against any liability which  
631 may be imposed on them or which they may incur under any  
632 Statute or at Common Law regarding liability for  
633 pollution of navigable waters by oil, by reason of any  
634 contravention of such statute by the vessel, Owners, the  
635 Master or any servant or agent of the Owners. The  
636 Owners warrant that for the duration of this voyage as  
637 contained in this Charterparty the Vessel is entered in  
638 the P and I Association set out in Box 10 with cover for  
639 liabilities arising out of any contravention as  
640 aforesaid and has a current CLC Certificate issued  
641 pursuant to the International Convention on Civil  
642 Liability for Oil Pollution Damage 1969 and current  
643 certificates with respect to oil pollution issued under  
644 the applicable ISM code.

645 33.2 No liability for demurrage shall arise from any delay or  
646 loss of time to the Vessel at the port of loading and/or  
647 discharge caused by any such contravention nor shall any  
648 time lost by any such contravention count when  
649 calculating despatch. Similarly no liability for  
650 demurrage shall arise nor any time lost count in the  
651 event of any delay to or detention of the vessel arising  
652 from the arrest or detention of any description of the  
653 vessel as a result of the Owners' operation thereof. In  
654 the event of any such delay or detention Charterers have  
655 the right to demand onboard Bills of Lading for the  
656 cargo quantity already loaded onboard the Vessel.

657 34 **EXCEPTIONS, AUSTRALIAN C.O.G.S.A.**

658 34.1 The provisions of the International Brussels Convention  
659 signed at Brussels on 23rd February, 1968 ("the Hague  
660 Visby Rules") as incorporated in the Australian Carriage  
661 of Goods by Sea Act 1991 and the Australian Carriage of  
662 Goods by Sea Act 1991 are to apply to this Charterparty  
663 and to the Bills of Lading issued hereunder. The  
664 provisions of the Hague Visby Rules and the Australian  
665 Carriage of Goods by Sea Act 1991 shall apply without  
666 prejudice to this Charterparty and shall not in any way  
667 limit or derogate therefrom.

668 34.2 This Charterparty shall be deemed to be a contract for

669 the carriage of goods by sea and no regard shall be had  
670 to Articles 1 and 5 of Schedule 1 of the Hague Visby  
671 Rules.

672 35 **LIBERTIES**

673 35.1 The Vessel shall also have liberty to sail without  
674 pilots, to call at any port or ports on the way for  
675 fuel, supplies, or any reasonable purpose, to tow and be  
676 towed and to assist vessels in distress, all as part of  
677 the contract voyage.

678 36 **WAR (PROHIBITION OF EXPORT)**

679 36.1 If the nation under whose flag the Vessel sails shall be  
680 at war whereby the free navigation of the Vessel is  
681 endangered, or in case of blockade of, or prohibition of  
682 export from the loading port, or United Nations  
683 resolution which has the effect of preventing loading or  
684 export of the cargo this Charterparty shall be null and  
685 void at the last outward port of delivery or at any  
686 subsequent period when the difficulty may arise, prior  
687 to cargo being shipped.

688 37 **WAR RISK CLAUSE**

689 37.1 No Bills of Lading to be signed for any blockaded port  
690 and if the port of discharge be declared blockaded after  
691 Bills of Lading have been signed, or if the port to  
692 which the ship has been ordered to discharge either on  
693 signing Bills of Lading or thereafter be one to which  
694 the Vessel is or shall be prohibited from going by the  
695 Government of the Nation under whose flag the Vessel  
696 sails or by any other Government, the Owners shall  
697 discharge the cargo at any other port covered by this  
698 Charterparty as ordered by the Charterers (provided such  
699 other port is not a blockaded or prohibited port as  
700 abovementioned) and shall be entitled to freight as if  
701 the Vessel had discharged at the port or ports of  
702 discharge to which she was originally ordered.

703 37.2 The Vessel shall have liberty to comply with any orders  
704 or directions as to departure, arrival, routes, ports of  
705 call, stoppages, destination, delivery or otherwise  
706 howsoever given by the Government of the Nation under  
707 whose flag the Vessel sails or any department thereof,  
708 or by any other Government or any Department thereof, or  
709 any person acting or purporting to act with the  
710 authority of such Government or of any department  
711 thereof, or by any Committee or person having, under the  
712 terms of the War Risks Insurance on the Vessel, the  
713 right to give such orders or directions and if by reason  
714 of non compliance with any such orders or directions  
715 anything is done or is not done, the same shall not be  
716 deemed a deviation, and delivery in accordance with such  
717 orders or directions shall be a fulfillment of the  
718 contract voyage and the freight shall be payable  
719 accordingly.

720  
721 War risk premium, if any, to be for Owners' account.



722 38 **SUB-LETTING**

723 38.1 The Charterers shall have the right to sub-charter the  
724 whole or part of the Vessel, but shall remain  
725 responsible for the due fulfilment of this Charterparty.

726 39 **CESSER CLAUSE**

727 39.1 The Charterers' liability under this Charterparty shall  
728 cease, except as regards payment of freight, deadfreight  
729 and demurrage upon completion of loading (provided it is  
730 worth the freight, deadfreight and demurrage, upon  
731 arrival at port of discharge), the Owners or their Agent  
732 having an absolute lien over the cargo for freight,  
733 deadfreight and demurrage at port or ports of discharge.

734 40 **GENERAL AVERAGE AND NEW JASON CLAUSE**

735 40.1 General average, if any, shall be adjusted and settled  
736 according to the York-Antwerp Rules 1994 at the place  
737 set out in Box 21, but where the adjustment is made in  
738 accordance with the law and practice of the United  
739 States of America, the following clause shall apply:

740 **"NEW JASON CLAUSE"**

741 In the event of accident, danger, damage or disaster  
742 before or after the commencement of the voyage,  
743 resulting from any cause whatsoever, whether due to  
744 negligence or not, for which, or for the consequence of  
745 which, the carrier is not responsible, by statute,  
746 contract or otherwise, the goods, shippers, consignees  
747 or owners of the goods shall contribute with the carrier  
748 in general average to the payment of any sacrifices,  
749 losses or expenses of a general average nature that may  
750 be made or incurred and shall pay salvage and special  
751 charges incurred in respect of the goods.  
752 If a salvaging ship is owned or operated by the carrier,  
753 salvage shall be paid for as fully as if the said  
754 salvaging ship or ships belonged to strangers. Such  
755 deposit as the carrier or his agents may deem sufficient  
756 to cover the estimated contribution of the goods and any  
757 salvage and special charges thereon shall, if required,  
758 be made by the goods, shippers, consignees or owners of  
759 the goods to the carrier before delivery."

760 41 **BOTH TO BLAME COLLISION CLAUSE**

761 41.1 If the liability for any collision in which the Vessel  
762 is involved while performing this Charter party, falls to  
763 be determined in accordance with the laws of the United  
764 States of America, the following clause shall apply;-  
765 "If the ship comes into collision with another ship  
766 as a result of the negligence of the other ship and  
767 any act, neglect or default of the Master, mariner,  
768 pilot or the servants of the carrier in the  
769 navigation or in the management of the ship,  
770 the Owners of the goods carried hereunder will indemnify  
771 the carrier against all loss of liability to the  
772 other or non-carrying ship or her Owners in so far  
773 as such loss or liability represents loss of or

774 damage to or any claim whatsoever of the Owners of  
775 the said goods, paid or payable by the other or non  
776 - carrying ship or her owners to the Owners of the  
777 said goods and set off, recouped or recovered by the  
778 other or non-carrying ship or her Owners as part of  
779 their claim against the carrying ship or carrier  
780 The foregoing provisions shall also apply where the  
781 Owners, Operators or those in charge of any ship or  
782 ships or objects other than, or in addition to, the  
783 colliding ships or objects are at fault in respect  
784 to a collision or contact.

785 42 **ADDRESS COMMISSION**

786 42.1 The commission set out in Box 25 upon the gross freight  
787 and deadfreights (if any) and demurrage (if any) is due  
788 by the Owners to the Charterers, on the completion of  
789 loading (at the last loading port, if more than one) and  
790 shall be deducted from the freight payable under this  
791 Charterparty. If the Vessel is lost on passage between  
792 loading ports, then in lieu of the foregoing, the  
793 commission set out in Box 25 upon the freight on the net  
794 Bill of Lading weight of the cargo already shipped shall  
795 be paid by the Owners to the Charterers on the basis  
796 aforesaid.

797 43 **BROKERAGE**

798 43.1 Brokerage on freight and deadfreight is due upon  
799 shipment of cargo to the party set out in Box 26 and may  
800 be deducted from payment of freight.

801 44 **ARBITRATION**

802 44.1 Any dispute arising under or in respect of this  
803 Charterparty or any Bill of Lading issued hereunder  
804 shall be settled by Arbitration at the capital city of  
805 the Australian State or Territory in which the Vessel  
806 loads, pursuant to the Australian International  
807 Arbitration Act 1974 as amended and the UNCITRAL Model  
808 Law 1985 therein incorporated, each party appointing an  
809 Arbitrator and the two Arbitrators in the event of  
810 disagreement appointing an Umpire whose decision shall  
811 be final and binding upon both parties hereto. For the  
812 purpose of enforcing any award this agreement may be  
813 made a Rule of Court.

814 44.2 Any claim must be made in writing and claimant's  
815 Arbitrator appointed within six months of the Vessel's  
816 arrival at final port of discharge, otherwise claims  
817 shall be deemed to be waived.

818 45 **DAMAGES**

819 45.1 Any entitlement of the Owners for non-performance of  
820 this Charterparty shall be proved damages not exceeding  
821 the estimated amount of freight.

822	46	<b>DUES AND TAXES</b>
823	46.1	At both loading and discharging port(s) dues and/or
824		taxes on the Vessel and/or freight including Australian
825		Freight Tax, and/or fuel excise, if any, as well as
826		normal port charges to be for Owners' account. Dues
827		and/or taxes on cargo, if any, to be for Shippers'
828		account at loading port (s) and for receivers' account
829		at discharge.
830	47	<b>INSURANCE</b>
831	47.1	Owners warrant that they are entered against P and I,
832		strike and defence risks with a member of the
833		international group of P and I clubs for the duration of
834		the charter.
835	47.2	Extra insurance, if any on the Vessel and/or cargo on
836		account of the Vessel's age, flag, classification or
837		ownership to be for Owners' account.
838	48	<b>MINIMUM VESSEL REQUIREMENTS</b>
839	48.1	The Owners warrant that the Vessel nominated complies
840		with the following and that they will provide the
841		specified information and verification required in
842		writing within one working day after receipt of official
843		nomination:
844	(1)	Name of vessel / Flag
845	(2)	Previous name of vessel (if any)
846	(3)	Maximum age 15 years - Year and Country of build
847	(4)	Head Owners (as in registry certificate) full
848		style
849	(5)	Disponent Owners full style
850	(6)	Classed Lloyds 100A1 or a member of IACS or
851		equivalent as per Institute Classification
852		Clause
853	(7)	Owners P&I club, including date of expiry and
854		insured H&M value
855	(8)	DWT, GRT/NRT, Draft, LOA, Beam
856	(9)	Grain fitted with vessel cleanliness, suitable
857		for the carriage of bulk grain
858	(10)	Number of Holds/Hatches, including dimensions of
		hatch openings and individual grain cubics
860	(11)	Fitted with folding steel hatch covers
861	(12)	Gearless or gearless in Owners' option
862	(13)	Single deck self trimming bulk carrier
863	(14)	Engine/Bridge aft
864	(15)	Suitable for grab discharge
865	(16)	Capable of loading grain in accordance with
866		SOLAS 1974
867	(17)	No beams, centre line bulk heads or obstructions
868		in holds
869	(18)	Vessels full itinerary upon completion of
870		loading charters cargo
871	(19)	Last three cargoes carried, including load and
872		discharge ports
873	(20)	Date of last Australian voyage and AMSA
874		findings, if any

- 875 (21) Date of last annual survey  
876 (22) Date of special survey  
877 (23) Date of last gear survey  
878 (24) Written guarantee hat Master's and officers'  
879 certificate are in order by a competent  
880 authority  
881 (25) The applicable ISM code and certification  
882 including a valid Document of Compliance and a  
883 valid Safety Management Certificate under  
884 chapter IX of SOLAS
- 885 48.2 Owners to nominate performing vessel latest 12 days  
886 prior to ETA loadport.
- 887 48.3 Notwithstanding Clauses 2.1 and 4.1 hereof the Vessel  
888 must be physically able to comply with and accommodate  
889 the restrictions and features at each of the nominated  
890 load/discharge ports. This shall include, but not be  
891 limited to, adequate draft, safely getting and remaining  
892 under the loading/discharging facilities, arriving,  
893 berthing, and sailing to and from the berth(s) on  
894 prevailing tides and water depths. It shall be the  
895 responsibility of the Owners and Master to satisfy  
896 themselves as to the suitability and safety of the  
897 nominated load and discharge ports and the ability to  
898 safely reach and depart same.  
899 Any costs associated with the Vessel not being able to  
900 comply with and accommodate any restrictions and  
901 features at both load and discharge ports shall be for  
902 Owners' account.
- 903 49 **FORCE MAJEURE**
- 904 49.1 Charterers shall be under no liability to Owners for any  
905 delay or failure in performance of any of its  
906 obligations under this contract nor shall laytime count  
907 nor shall any other time thereby lost count against  
908 Charterers whether the vessel(s) is already on demurrage  
909 or otherwise, if such delay or failure is due to or  
910 results directly or indirectly from war or the  
911 anticipated imminence thereof between any nations,  
912 restraint of rulers, governments or peoples,  
913 legislations, decrees, orders, regulations or the like  
914 by the government of the country of shipments or  
915 discharge or any port or waterway where the Vessel may  
916 from time to time be or of the Vessel's flag, blockade,  
917 sanctions, civil commotion, boycott, lockouts,  
918 industrial disturbances or any effects whatsoever  
919 thereof, combinations of seamen or workmen, accidents or  
920 stoppages, mechanical or electrical breakdowns whether  
921 partial or total at ports, railways, roadways,  
922 waterways, ropeways or other means of transport,  
923 epidemics, quarantine, acts of god, inclement weather  
924 (including but not limited to droughts, frosts, tropical  
925 revolving storms, high winds, floods, snow storms, heavy  
926 rain, tempest or washaways), security of labourers or  
927 labour ordered but not available, congestion at the load  
928 port or discharging port(s) resulting from any of the  
929 above causes or any other event or occurrence of any  
930 nature or of any kind whatsoever beyond the reasonable  
931 control of the Charterers including any delay or failure

resulting directly or indirectly from the consequences of such event or events after they have ceased to operate. Stoppages of any part of the works from which the cargo is supplied, including loading and/or discharging installation and/or equipment, or from inability or inefficiency of the Vessel to load or discharge, the laydays not to count during the period of such delay or hindrance and demurrage not to accrue.

**50. ISPS CLAUSE**

- (a) (i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". 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).
- (ii) 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) (i) The Charterers shall provide the CSO and the Ship Security Officer (sso)/master with their full style contact details and any other information the Owners require to comply with the ISPS Code.
- (ii) Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account and any delay caused by such failure shall be compensated at the demurrage rate.
- (c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code, the following shall apply:
- (i) 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.
- (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code shall count as laytime or time on demurrage if the Vessel is on laytime or demurrage. If the delay occurs before laytime has started or after laytime

991 or time on demurrage has ceased to count, it shall  
992 be compensated by the Charterers at the demurrage  
993 rate.  
994  
995 (d) Notwithstanding anything to the contrary provided in this  
996 Charter Party, any additional costs or expenses  
997 whatsoever solely arising out of or related to security  
998 regulations or measures required by the port facility or  
999 any relevant authority in accordance with the ISPS Code  
1000 including, but not limited to, security guards, launch  
1001 services, tug escorts, port security fees or taxes and  
1002 inspections, shall be for the Charterers account, unless  
1003 such costs or expenses result solely from the Owners'  
1004 negligence. All measures required by the Owners to comply  
1005 with the Ship Security Plan shall be for the Owners'  
1006 account.  
1007  
1008 (e) If either party makes any payment which is for the other  
1009 party's account according to this Clause, the other party  
1010 shall indemnify the paying party.

It is understood that Additional Clauses to inclusive are incorporated in this Charter party.

OWNERS

CHARTERERS