



1. Shipbroker		STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT AND CEMENT CLINKER IN BULK CODE NAME : "CEMENTVOY"	
Part I			
2. Place and date of Contract <i>Geneva</i>			
3. Owners Place of business (Cl. 1)		4. Charterers /Place of business (full name, postal and cable address, telex and telefax number)	
5. Vessel's name (Cl. 1)	6. Flag	7. WHEN BUILT	8. GRT/NRT
9. DWT all told on summer load line	10. Class	11. Last Cargo Carried	
12. Cargo (description of cargo and quantity; also state margin in Owners' favour)		13. Loading port and place	14. Discharging port or place
15. Laydays date (Cl.2)	16. Cancelling date (Cl.3)	17. Advance notices (loading) (Cl.4)	18. Office hours (load)(if agreed)(cl. 8)
19. loading rate per day (metric tons)(state whether SHINC or SHEX)(Cl.9)		20. Demurrage rate (loading)(Cl 11)	21. Despatch Money (loading)(optional) (Cl 11)
		22. Advance notices (disch.)(Cl.12)	23. Office hours (disch.)(If agreed) (Cl. 13)
24. Method of loading (state alternative 8.1.,8.2.,8.3.,9.4.,6.5.or 6.5 of Cl. 8. as agreed ; if 8.2. agreed, also state number of centre lines holes and diameter (in mm));(if 8.6. agreed, also state maximum number of crane hours per day)(Cl.8)		25. Discharging (Rate and Methods)(State alternative 15.1., 15.2. or 15.3. of Cl. 15 as agreed; if 15.3. agreed, also state maximum number of crane hours per day) (Cl.15)	
26. Discharging /take away rate per day (metric tons)(state whether SHINC or SHEX) (Cl.14)		27. Demurrage rate (Discharging)(Cl. 17)	28. Despatch Money (discharging) (optional)(Cl.17)
29. Freight rate (Cl.25)		30. Freight payment (state currency and method of payment; also beneficiary and bank account)(Cl. 25)	
31. Taxes on Freight (specify by whom payable)(Cl.26)	32. General average (Cl.38)		
33. Brokerage commission and to whom payable (Cl.40)		34. Law and arbitration (state 41.1., 41.2. or 41.3. of Cl.41 as agreed; if 41.3.agreed, also state place of arbitration)(if Box 34 not filled in 41.1. shall apply)(Cl.41)	
35. Names and Addresses for Advance Notices (loading)(Cl.4) to be given to Charterers (cable and telex address as per Box 4) and to:		36. Names and Addresses for Advance Notices (discharging)(Cl.12)	

37. Nos. of additional clauses covering special provisions, if agreed

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It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter consisting of Part I including additional clauses, if any agreed and stated in Box 37, and Part II as well as APPENDIX "A" as annexed hereto. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II and APPENDIX "A" to the extent of such conflict, but no further.

Signature (Owners)	Signature (Charterers)
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PART II

"CEMENTVOY" Charter Party

Preamble - It is agreed between the party mentioned in Box 3 as Owners of the Vessel named in Box 5 (hereinafter referred to as "the Owners") and the party mentioned in Box 4 as Charterers (hereinafter referred to as "the Charterers") that :	1 2 3 4 5 6 7 8 9 10 11 12 13 14	6. Notice of Readiness to Load	62 63 64 65 66 67 68 69 70 71 72 73 74
The said Vessel being tight, staunch and strong and in every way fit for the voyage shall proceed to the loading port or place stated in Box 13 or so near there to as she may safely get and there load alongside the berth as nominated or allocated by the Charterers, Where she can lie always safe and afloat, a full and complete cargo as described in box 12 which the Charterers bind themselves to ship, and being so loaded the Vessel shall with all reasonable despatch proceed to the discharging port or place stated in Box 14 as ordered on singing Bills of Lading or so near there to as she may safely get, and there deliver the cargo alongside the berth as nominated or allocated by the Charterers, where she can lie always safe and afloat.		Notice of readiness shall not be tendered until the Vessel is alongside the berth and in all respects ready to load. However, should the berth be occupied or should the Charterers prevent the Vessel from proceeding to the berth after her arrival at or off the port, notice of readiness may be tendered on arrival at or off the port, whether in berth or not, whether in port or not, whether in Free Pratique or not, and whether in customs clearance or not. Actual time lost in obtaining Free Pratique or Customs Clearance shall not count as laytime.	
VESSEL	15	If SHINC terms have been agreed according to Box 19 and Clause 9.1. notice of readiness may be tendered at any time of the day, night, Sundays and holidays included with the effect that laytime shall commence to count 6 hours after such notice has been tendered.	71 72 73 74
1. Vessel	16	If SHEX terms have been agreed according to Box 19 and Clause 9.2, notice of readiness may be tendered between 07.00 – 17.00 hours unless otherwise stated in Box 18, Sundays and holidays excepted with the effect that laytime shall commence to count 6 hours after such notice has been tendered.	75 76 77 78 79
The Vessel shall be of the type and shall conform to the description stated in PART I and PART II and shall be equipped to meet the technical requirements as specified in APPENDIX "A".	17 18 19	Time used in shifting from waiting place to the loading berth shall not count as laytime. Time actually used before commencement of laytime shall count as half time.	80 81 82
LAYDAYS DATE / CANCELLING DATE, etc.	20	7. Utilization of Holds and Hatches	83
2. Laydays Date, etc.	21 22 23 24	The Owners shall comply with the Charterers' request as to distribution of the cargo in the Vessel's holds utilizing the smallest possible number of holds, but always subject to the Master's approval and only to the extent of the Vessel's trim and seaworthiness. Such approval shall not be unreasonably withheld.	84 85 86 87 88
3. Cancelling Date	25	8. Loading Methods and Costs	89
Should the Vessel not have given notice of readiness to load according to Clause 6, by the cancelling date agreed in Box 16, the Charterers shall have the option of cancelling this Charter Party and claim any damages as a result of vessel's delay.	26 27 28 29	The Charterers shall ensure that when they load and spout– trim the Vessel, it shall be done in accordance with the Master's instruction.	90 91
Should Owners anticipate with reasonable certainty that the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay, stating the probable date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date.	30 31 32 33 34	*) 8.1. Through open hatches – Should the Charterers elect to load through open hatches, they shall have the liberty of demanding that such hatches shall be opened only sufficiently to allow entry of the loading spout, but only to the extent made possible by the design of the hatches, and if the Charterers consider necessary, tarpaulins or covers provided by the Charterers, free of expense to the Owners and affixed in the Charterers' time, shall be laid to cover the remainder of the opening.	93 94 95 96 97 98
The Charterers option to be declared within 2 working days of receipt of such notice .If the Charterers do not then exercise their option of cancelling, the second day after the new date of readiness indicated in the Owners notice, shall be regarded as a new cancelling date.	35 36 37 38	*) 8.2. Through holes in hatchcovers. If agreed and so stated in Box 24, the Owners warrant that the hatch of each hold into which cargo is to be loaded is fitted with the number of holes and each of which having a diameter (in mm) as stated in Box 24, for the introduction of the Charterers' loading equipment and for the escape of trapped air.	100 101 102 103
LOADING	39	*) 8.3. Cutting Holes–If the Vessel is not fitted with such holes, the Charterers shall have the option, if agreed in Box 24, to cut the necessary number of holes in each hatch of the dimension (in mm) stated in Box 24.	105 106
4. Advance Notices	40	All costs, risks and liabilities connected with the cutting, closing, welding or bolting of such holes, which shall be done under the supervision of a surveyor appointed by the Vessel's Classification Society, shall be borne by the Charterers and laytime shall count during such operations.	107 108 109 110
The Owners shall give the Charterers and the agents at the loading port (cable and telex address as Per Boxes 4 and 35, respectively) the number of days E.T.A. as Per Box 17, followed by 7 days notice of expected readiness to load together with approximate quantity of cargo required followed by 5/3/2/1 days notice of expected readiness to load. The Master shall declare on arrival at the loading port quantity of cargo required and shall provide a stowage plan.	41 42 43 44 45 46	*) 8.4. Cutting Holes–If the Vessel is not fitted with such holes, the Charterers shall have the option, if agreed in Box 24, to request the Owners to cut the necessary number of holes in each hatch of the dimension (in mm) stated in Box 24.	112 113 114
5. Cleanliness of Vessel	47	All costs, risks and liabilities connected with the cutting, closing, welding or bolting of such holes, which shall be done under the supervision of a surveyor appointed by the Vessel's Classification Society, shall be borne by the Owners and laytime shall not count during such operations.	115 116 117 118
The Owners shall clean and dry the Vessel's holds at their expense and in their time to the satisfaction of the Charterers Surveyor who shall be available upon the Vessel's arrival at the loading berth or waiting berth.	48 49 50	*) 8.5. By the Vessel's cranes and grabs operated by shore drivers – The cargo shall loaded into the Vessel's holds free or risk, liability and expense to the Vessel by the Vessel's cranes and grabs which shall be provided free of expenses to the Charterers at the rate as stated in Box 19. In case of stoppages due to inefficiency of the Vessel's gear or any other causes under the control of the Owners, the time so lost shall be calculated pro rata in relation to the number of cranes/ grabs at the hatches utilized for the carriage of this cargo on the Vessel and such time lost shall be added to the laytime allowed for loading.	120 121 122 123 124 125 126 127
If in the Owners opinion, acceptance of the holds is unreasonably withheld, then an independent Surveyor shall be appointed, whose decision shall be final. If the independent Surveyor considers that the holds are insufficiently clean and dry to receive the cargo, then they shall be further cleaned at the Owners' expense and time to the satisfaction of the independent Surveyor whose fees and expenses shall be paid by the Owners. If the independent Surveyor considers that the holds are sufficiently clean and dry to receive the cargo, his fees and expenses shall be borne by the Charterers and time to count as laytime.	51 52 53 54 55 56 57 58 59	*) 8.6. By the Vessel's cranes and grabs operated by crew - The cargo shall be	
If the Vessel is not accepted, laytime ceases to count from the time she is rejected until she is accepted by the Surveyor.	60 61		

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loaded into the Vessel's holds at the Owners' risk, liability and expense, but otherwise free of risk, liability and expense to the Vessel as fast as can by the Vessel's cranes and grabs operated by crew. It is understood that the Owners shall provide the necessary crew for the loading of the Vessel for every shift required by the Charterers, subject to the maximum of crane hours Per day stated in Box 24. The Charterers shall provide the cargo to the Vessel's equipment at the loading rate stated in Box 19 on the basis of which laytime allowed shall be calculated. However, if the Vessel's crew is unable to achieve the loading rate stated in Box 19, the Owners shall not be entitled to claim demurrage for the time so lost. In case of stoppages due to the inefficiency of the Vessel's gear, or any other causes under the control of the Owners, the time so lost shall be calculated pro rata in relation to the number of cranes/grabs at the hatches utilized for the carriage of this cargo on the Vessel and such time lost shall be added to the laytime allowed for loading. Should the port authorities or local labour regulations preclude the use of the Vessel's crew, the Charterers shall provide and pay for the necessary men for the loading operations in which case the provisions of 8.5. shall apply.	129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146	hours after such notice has been tendered.	198
*) 8.1.1 8.2., 8.3., 8.4., 8.5., and 8.6. are alternatives; indicate alternative agreed in Box 24.	147	If SHEX terms have been agreed according to Box 26 and Clause 14.2., notice of readiness may be tendered between 07.00 – 17.00 hours unless otherwise stated in Box 23, Sundays and holidays excepted with the effect that laytime shall commence to count 6 hours after such notice has been tendered.	199 200 201 202 203
9. Rate of Loading	148	Time used in shifting from waiting place to the discharging berth shall not count as laytime. Time actually used before commencement of laytime shall count as half time.	204 205 206 207
*) 9.1. The cargo shall be loaded at the rate (in metric tons) as stated in Box 19 per day of 24 consecutive hours, Sundays and holidays included (SHINC).	149	14. Rate of Discharging	208
*) 9.2. The cargo shall be loaded at the rate (in metric tons) as stated in Box 19 per day of 24 consecutive hours, Sundays and holidays expected (SHEX), unless used, in which event half time used shall count.	150	*) 14.1. The cargo shall be discharged at the rate (in metric tons) as stated in Box 26 per day of 24 consecutive hours, Sundays and holidays included (SHINC).	209 210
Weather hindrances – Laytime shall not count when the loading of cargo into the Vessel under this Charter is actually prevented by adverse weather conditions.	151	*) 14.2. The cargo shall be discharged at the rate (in metric tons) as stated in Box 26 per day of 24 consecutive hours, Sundays and holidays excepted (SHEX), unless used, in which event half time used shall count.	212 213
*) 9.1. and 9.2. are alternatives; indicate alternative agreed in Box 19. If no indication is made, 9.1. shall apply.	152	Weather hindrances – Laytime shall not count when the discharging of cargo from the Vessel under this Charter is actually prevented by adverse weather conditions.	214 215 216
10. Cost of Loading and Trimming	153	*) 14.1., and 14.2. are alternatives; indicate agreed in Box 26. If no indication is made 14.1. shall apply.	217 218
Unless otherwise stated in Clause 8, the cargo shall be loaded and spout-trimmed into the Vessel's holds, free of risk, liability and expense to the Owners.	154 155 156	15. Discharging Methods and Costs	219
11. Demurrage and Despatch Money	157	The Charterers shall ensure that when they discharge the Vessel, it shall be done in accordance with the Master's instructions.	220 221
Demurrage shall be paid by the Charterers at the rate stated in Box 20 per day or pro rata for any part of a day the Vessel is detained beyond the laytime allowed for loading.	158	*) 15.1. By shore equipment. The cargo shall be discharged from the Vessel's holds free of risk, liability and expense to the Vessel at the rate (in metric tons) as stated in Box 26.	223 224
Should the Vessel remain on demurrage at the loading port for a period in excess of 14 days the Charterers shall pay to the Owners demurrage every 14 days.	159	*) 15.2. By the Vessel's own cranes and grabs operated by shore drivers. The cargo shall be discharged and taken away from the Vessel's holds free of risk, liability and expense to the Vessel's by the Vessel's cranes and grabs which shall be provided free of expense to the Charterers at the rate as stated in Box 26. In case of stoppages due to inefficiency of the Vessel's gear or only other causes under the control of the Owners, the time so lost shall be calculated pro rata in relation to the number of cranes/grabs at the hatches utilized for the carriage of this cargo on the Vessel and such time lost shall be added to the laytime allowed for discharging.	226 227 228 229 230 231
*) Despatch Money (if agreed in Box 2) shall be paid by the Owners at half the demurrage rate for all laytime saved.	160	*) 15.3. By the Vessel's cranes and grabs or pneumatic equipment operated by crew – The cargo shall be discharged from the Vessel's holds at the Owners' risk, liability and expense to the ship's rail only, otherwise free of risk, liability and expense to the Vessel as fast as can by the Vessel's cranes and grabs or pneumatic equipment operated by crew. It is understood that the Owners shall provide the necessary crew for the discharging of the Vessel for every shift required by the Charterers, subject to the maximum of crane hours per day as stated in Box 25. The Charterers shall receive the cargo from the Vessel's equipment at the take – away rate stated in Box 26 on the basis of which laytime allowed shall be calculated. However, if the Vessel's crew is unable to achieve a discharging rate equivalent to the take – away rate stated in Box 26, the Owners shall not be entitled to claim demurrage for the time so lost. In case of stoppages due to inefficiency of the Vessel's gear for any other causes under the control of the Owners, the time so lost shall be calculated pro rata in relation to the number of cranes/grabs at the hatches utilized for the carriage of this cargo on the Vessel and such time lost shall be added to the laytime allowed for discharging. Should the port authorities or local labour regulations preclude the use of the Vessel's crew, the Charterers shall provide and pay for the necessary men for the discharging operations in which case the provisions of Clause 15.2. shall apply.	233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253
Demurrage/Despatch Money shall be finally settled and paid within 30 days of submission of claims supported by all relevant documents.	161	*) 15.1., 15.2. and 15.3. are alternatives; indicate alternative agreed in Box 25.	254
The Owners shall endeavour to present Statement of Facts not later than 30 days after completion of loading.	162	16. Cleaning after Discharging	255
*) Optional, only applicable if agreed and stated in Box 21	163	After the Charterers' shore discharging equipment or the Vessel's grabs have removed as much cargo as possible, to facilitate the discharging of the remaining cargo residues, the Charterers shall supply free of risk, liability and expense to the Owners, trimming equipment, including bulldozers, and labour. The discharging will be considered completed when the Vessel has been shovel cleaned and all the Charterers' equipment has been returned to the shore and laytime shall then cease to count. Any further holds cleaning required by the Master shall be at the Owners' expense and effected in the Owners' time.	256 257 258 259 260 261 262 263 264
DISCHARGING	164	17. Demurrage and Despatch Money	265
12. Advance Notices	165	Demurrage shall be paid by the Charterers at the rate stated in Box 27 per day or pro rata for any part of a day the Vessel is detained beyond the laytime allowed for discharging.	266 267 268
On sailing from the loading port the Owners/Master shall advise the Charterers and the agents at the discharging port (cable and telex address as per Boxes 4 and 36, respectively) the date of departure, bill of lading quantity and number of holds utilized and date of the Vessel's expected arrival at the discharging port followed by the number of days as Per Box 22 notices of E.T.A.	166 167 168 169	Should the Vessel remain on demurrage at the discharging port for a period in excess of 14 days, the Charterers shall pay to the Owners demurrage every 14 days.	269 270 271
13. Notice of Readiness to Discharge	170		
Notice of readiness shall not be tendered until the Vessel is alongside the berth and in all respects ready to discharge. However, should the berth be occupied or should the Charterers prevent the vessel from proceeding to the berth after her arrival at or off the port, notice of readiness may be tendered on arrival at or off the port. Whether in berth or not, whether in port or not, whether in Free Pratique or not, and whether in customs clearance or not. Actual time lost in obtaining Free Pratique or Customs Clearance shall not count as laytime.	171 172 173 174 175 176 177		
If SHINC terms have been agreed according to Box 26 and Clause 14.1., notice of readiness may be tendered at any time of the day, night, Sundays and holidays included with the effect that laytime shall commence to count 6	178		
	179		
	180 181 182 183 184 185		
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<p>*) Despatch Money (if agreed in Box 28) shall be paid by the Owners at half the demurrage rate for all laytime saved.</p> <p>*) Demurrage/Despatch Money shall be finally settled and paid within 30 days of submission of claims supported by all relevant documents.</p> <p>The Owners shall endeavour to present Statement of Facts not later than 30 days after completion of discharging.</p> <p>*) Optional, only applicable if agreed and stated in Box 28.</p> <p style="text-align: center;">LOADING and DISCHARGING</p> <p>18. Warping</p> <p>To facilitate loading or discharging operation, the Vessel shall be moved alongside the loading / discharging berth as reasonably required at Owners' risk and expense, but time so used shall count as laytime. Linesmen for warping shall always be for the Charterers' account if compulsory according to local regulations.</p> <p>19. Vacating Berth</p> <p>Subject to weather and navigation conditions and Port Authorities instructions the Vessel shall make the best endeavours to leave the loading/ discharging berth as soon as reasonably possible after the loading / discharging operation has been completed.</p> <p>20. Draft Survey</p> <p>The weight of cargo taken on board shall be determined for bill of lading purposes by draft survey at the loading berth.</p> <p>21. Opening and Closing of Hatches</p> <p>The Vessel's hatches shall be opened and closed by the crew in accordance with the Charterers' request, at the Owners' expense unless local regulations prohibit the crew from doing such work, in which case the Charterers shall employ shore labour at their expense.</p> <p>22. Ballasting, etc.</p> <p>At the loading/ discharging berth the Master shall not take on board or pump out ballast or switch oil from tank to tank, affect trim and/or draft without advising the Charterers and the Master shall co – operate at all times with the Charterers to reasonable requests regarding ballasting and / or trimming.</p> <p>23. Handling of Equipment on Board</p> <p>The Vessel's cranes, if any, shall within Safe Work Load lift on board and ashore the Charterers' equipment including any anti – pollution equipment and including any mechanical shovel/front – end loader free of expense to the Charterers but at the Charterers' risk and in their time. If required by the Charterers and if permitted by Port Authorities and union regulations, the Vessel's crew shall assist in erecting and dismantling any special equipment on board required for the loading or discharging operation but such equipment shall always be erected, operated, maintained and dismantled at the risk, liability and expense of the Charterers and in their time. Any damage caused to the Vessel or her crew shall be for the Charterers' account.</p> <p>24. Stevedore Damage</p> <p>24.1. The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores at both ends. Such damage, as soon as apparent, but in any case before the Vessel sails, shall be notified in writing by the Master to the Charterers or the agents and to the Stevedores. The Owners/Master shall endeavour to obtain the Stevedores' written acknowledgement of liability and to settle stevedore damage claims direct with the Stevedores including any compensation for time lost for repairing such damage.</p> <p>24.2. The Charterers shall have the right to perform any repairs of stevedore damage at any time prior to or before the completion of the voyage, unless otherwise mutually agrees, but must repair stevedore damage affecting the Vessel's seaworthiness before the Vessel sails from the port where such damage was caused. Time used for such repairs shall count as laytime.</p> <p>24.3. Save to the extent otherwise in this Charter Party expressly provided, the Owners shall be responsible for damage (beyond ordinary wear and tear) caused to the loading or discharging berth(s) or to barges, if any, used for cargo operations, as well as damage caused to Charterers' loading/discharging appliances always provided that written notice of such damage is</p>	<p>272 273</p> <p>274 275</p> <p>276 277</p> <p>278</p> <p>279</p> <p>280</p> <p>281 282 283 284 285</p> <p>286</p> <p>287 288 289 290</p> <p>291</p> <p>292 293</p> <p>294</p> <p>295 296 297 298</p> <p>299</p> <p>300 301 302 303</p> <p>304</p> <p>305 306 307 308 309 310 311 312 313 314</p> <p>315</p> <p>317 318 319 320 321 322 323</p> <p>325 326 327 328</p> <p>330 331 332 333</p> <p>given to the Master at the time of occurrence. Actual time lost as a result of such damage shall not count as laytime but only to the extent that cargo operations are prevented or delayed there by.</p> <p style="text-align: center;">GENERAL</p> <p>25. Freight Payment</p> <p>Freight and deadfreight, if any, shall be paid at the rate specified in Box 29 and calculated on the in taken quantity of cargo subject to the provisions of Clause 20.</p> <p>26. Dues and Taxes</p> <p>Any dues and / or taxes levied on the Vessel including those normally applied at the berth of loading or discharging, to be for the Owners' account. Any dues and/or taxes on the cargo to be for the Charterers' account.</p> <p>However, it is agreed that dockage and wharfage at the loading and discharging berth shall be for the Owners' account. The Vessel shall be free of any berth or port clean – up charges.</p> <p>Taxes levied on the freight shall be paid by the party named in Box 31.</p> <p>27. Bill of Lading</p> <p>Bill of lading shall be signed as Per "Cementvoybill" Bill of Lading form.</p> <p>28. Lien Clause</p> <p>The Owners shall have a lien on the cargo for freight, dead – freight and demurrage.</p> <p>29. Deviation Clause</p> <p>The Vessel has liberty to call at any port or ports en route, for any reasonable purpose, to sail without pilots, to tow and/or assist vessels in distress, and also to deviate for the purpose of saving life and / or property.</p> <p>30. Pollution Caused by Cement and Cement Clinker Cargoes</p> <p>The Master and crew shall co-operate with the Charterers to minimize dust and spillage at the loading and discharging ports.</p> <p>31. United States Regulations</p> <p>When trading to or from the United States, the Owners undertake that the Vessel and its gear comply with all U.S. Coastguard's and other Authorities' Regulations. The Vessel to have on board a Certificate of Financial Responsibility for Oil Pollution clean– up in accordance with the requirements of the U.S. Water Quality Improvement Act 1970 and any amendments thereto.</p> <p>The Owners to comply with U.S. Public Law Safety and Health Regulation for Longshoremen, or such similar regulations that may be in effect. Any delay to the Vessel by reason of non compliance with such regulations shall be for the Owners' account.</p> <p>32. Responsibilities and Immunities</p> <p>32.1. The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Contract and to any Bill of Lading issued hereunder.</p> <p>When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.</p> <p>32.2. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 – the Hague – Visby Rules – apply compulsorily, the provisions of the respective legislation shall apply.</p> <p>32.3. The Owners shall in no case be responsible for loss of or damage to</p>	<p>334 335 336</p> <p>337</p> <p>338</p> <p>339 340 341</p> <p>342 343 344 345</p> <p>346</p> <p>347 348 349</p> <p>350 351 352</p> <p>353</p> <p>354</p> <p>355</p> <p>356</p> <p>357 358</p> <p>359</p> <p>360 361 362</p> <p>363</p> <p>364 365</p> <p>366</p> <p>367 368 369 370 371</p> <p>372 373 374 375</p> <p>376</p> <p>377 378 379 380</p> <p>381 382 383 384</p> <p>385 386 387 388</p>
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cargo howsoever arising prior to loading into and after discharge from the Vessel or while the goods in the charge of another owner nor in respect of deck cargo.	390 391 392	charged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	463 464 465
33. Force Majeure	393	36. War Risks ("Voywar 1950")	466
Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restrain of princes, rules and peoples or any other event whatsoever which cannot be avoided or guarded against.	394 395 396 397 398 399	36.1. In These clauses "War Risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.	468 469 470
34. Strike Clause	400	36.2. If at any time before the Vessel commences loading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.	472 473 474 475
34.1. Neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock – outs preventing or delaying the fulfilment of any obligations under this Charter Party.	402 403	36.3. the Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed there with. In the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.	477 478 479 480 481 482 483 484 485 486 487 488
34.2. If there is a strike or lock -out affecting the loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Captain or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within one working day, the Owners shall have the option of cancelling this Charter party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.	405 406 407 408 409 410 411 412 413	36.4. If at the time the Master elects to proceed with part or full cargo under Clause 36.3, or after the Vessel has left the loading port, or the last of the loading ports, if more than one, it appears that further performance of the contract will subject the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfilment of the contract of the affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.	490 491 492 493 494 495 496 497 498 499 500 501 502 503 504
35. Ice Clause	428	36.5. (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding there to or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or by any committee or person having under the terms of the war risks insurance on the Vessel, the right to give any such directions or recommendations. If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.	506 507 508 509 510 511 512 513 514 515 516 517
Port of loading	429	(b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill (s) of Lading or to which the Vessel may have been ordered pursuant thereto.	518 519 520 521 522 523 524 525 526 527
35.1. In the event of the loading port being inaccessible by reason of ice when the Vessel is ready to proceed from her last port or at any time during the voyage or on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the Captain for fear of being frozen in is at liberty to leave without cargo, and this Charter shall be null and void.	431 432 433 434	36.6. All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 36.4. and 36.5. (b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses.	529 530 531 532
35.2. If during loading the Captain, for fear of the Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for the Owners' benefit for any port or ports including port of discharge. Any part cargo this loaded under this Charter to be forwarded to destination at the Vessel's expense but against payment of freight, provided that no extra expenses be there by caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per Charter.	436 437 438 439 440 441 442 443	37. Agency Unless otherwise agreed, the Owners shall appoint the Agent both at the port of loading and at the port of discharge.	532 533 534
35.3. In case of more than one loading port, and if one or more of the ports are closed by ice, the Captain or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under sub-clause 35.2. or to declare the Charter null and void unless the Charterers agree to load full cargo at the open port.	445 446 447 448		
Port of discharge	449		
35.4. Should ice prevent the Vessel from reaching port of discharge the Receivers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 2 working days after the Captain or the Owners have given notice to Charterers of the impossibility of reaching port of destination.	451 452 453 454 455 456		
35.5. If during discharging the Captain for fear of the Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.	458 459 460		
35.6. On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had dis-	462		

PART II
"CEMENTVOY" Charter Party

38.	General Average and New Jason Clause	535
	General average shall be adjusted and settled at the place indicated in Box 32 according to the York/Antwerp Rules, 1974 or any modification thereof, but if, notwithstanding the provisions specified in Box 32, the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:	536
	" In the event of accident, dancer, damage or disaster before or aft the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Owners in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving Vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving Vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Owners before delivery."	537
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39.	Both-to- Blame Collision Clause	555
	In the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following clause shall apply :	556
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	"If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non- carrying vessel or her Owners in so far as such loss or liability represents the loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel, or her Owners, to the owners of said cargo and set-off, recouped or recovered by the other or non carrying vessel or her owners as part of their claim against the carrying Vessel or Owners.	559
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	The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.	570
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40.	Brokerage	574
	A brokerage commission at the rate stated in Box 33 on the freight, dead-freight and demurrage earned is payable by the Owners to the party mentioned in Box 33.	575
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41.	Arbitration	578
	*) 41.1. This Charter Party shall be governed by English law and any dispute arising out this Charter Party shall be referred to arbitration in London, one arbitrator being appointed by each party, in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single Arbitrator appointed shall apply. If two Arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.	580
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	*) 41.2. Should any dispute arise out of this Charter Party, the matter in dispute 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 purpose of enforcing any award, this agreement may be made a rule of the Court. The arbitrators shall be members of the Society of Maritime Arbitrators, Inc. Of New York and the proceedings shall be conducted in accordance with the rules of the Society.	589
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	*) 41.3. Any dispute arising out of this Charter Party shall be referred to arbitration at the place in the place indicated in Box 34, subject to the law and procedures applicable there.	596
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	41.4. If Box 34 in part is not filled in, sub clause 41.1. of this Clause shall apply	599
	*) 41.1., 41.2., and 41.3. are alternatives; indicate alternative agreed in Box 34.	600