



**Stewart Alexander & Company, Inc.**

*Ship Brokers and Chartering Agents*

*chartering@stalco.com*

**BULK SUGAR CHARTER - U.S.A.**

(April, 1962 - Revised 1973)

**This Charter Party**, made as of ....., 19..... at ..... 1  
between ..... 2  
Owner or Chartered Owner (hereinafter called Owner) of the good ..... 3  
Vessel ..... (hereinafter called Vessel) 4  
and ..... 5  
..... Charterer (hereinafter called Charterer). 6  
WITNESSETH, that Owner and Charterer agree to the chartering for a voyage on the terms hereinafter stated of the whole of 7  
Vessel (deck, cabin and necessary room for the crew and storage of provisions, cables, ship's stores and fuel excepted) or sufficient 8  
room for a full or part cargo under deck as specified below 9

**PART 1 (General)**

**1. Description of Vessel:**

Built ..... Classed ..... 10  
Tonnage: Net register ..... 11  
Dead weight (summer salt water) ..... 12  
Length ..... feet Breadth ..... feet 13  
Moulded depth ..... feet Fully loaded draft (summer marks) ..... feet 14  
No. decks ..... No. Hatches ..... 15  
No. holds ..... Location of Engine(s) ..... 16

Owner warrants that Vessel is tight, staunch, strong and in every way fitted for the voyage as far as the exercise of due diligence 17  
can make her so. Owner shall furnish plan of vessel to Charterer upon execution of this charter. 18

**2. Description of Cargo:** Bulk Raw Sugar, a full cargo of ..... long tons (2240 lbs. each), or a part cargo of 19  
..... long tons (2240 lbs. each), 5% more or less at Owner's option. If cargo covered by this charter is a part cargo, 20  
Owner may load other cargo provided that such other cargo shall (1) not be injurious to sugar, (2) not be stowed in any compartment 21  
in which sugar is or is to be loaded, (3) be stowed, if such other cargo is sugar, in compartments into which it can be loaded, and from 22  
which it can be discharged, independently of the sugar shipped hereunder. 23

**3. Description of Voyage: Loading Port (s) .....**

Discharging Port(s) New York (including Yonkers), Philadelphia, Baltimore, Boston, Port Wentworth (Savannah), New 24  
Orleans (including Gramercy Reserve and Burnside), Galveston or Houston, at Charterer's option. 25

If destination is New York, Vessel shall be capable of transiting the full length of the East River in both loaded and light con- 26  
dition. Vessel shall arrive at destination port for discharge with a maximum draft not exceeding 30 feet. 27

Lay days for loading, if required by Charterer, shall not commence before ..... and Charterer or his agents 28  
shall have the option of cancelling this Charter should Vessel not be at first loading port ready for cargo by ..... 29  
Vessel shall proceed with all convenient speed to first port of loading and shall radio expected time of readiness 96 hours, 48 hours 30  
and 24 hours before arrival. Vessel shall proceed directly from final port of loading to discharge port declared by Charterer without de- 31  
lay except for time required for loading and discharging other cargo in accordance with the provisions of Clause 2 above. Charterer 32  
shall declare destination port or ports (a) if Vessel transits the Panama Canal, upon clearance from the Canal, or on the fifth day before 33  
expected arrival at first United States port, whichever is later, except that if New Orleans (including Gramercy Reserve and Burnside), 34  
Galveston or Houston is to be named, declaration must be made upon clearance from the Canal or (b) if Vessel does not transit the 35  
Panama Canal, on the fifth day before expected arrival at first United States port. In no event need destination be declared prior to 36  
completion of loading unless prior declaration is required by governmental regulation for the preparation of the ocean bill of lading 37  
Owner or his agents shall supply necessary information as to itinerary and position of Vessel to permit timely declaration of port 38  
of discharge. 39

**4. Freight Rates:** Gross Terms Free In and Out 40  
If to- Cents Dollars 41  
per 100 lbs. per Ton (2240 lbs.) 42

Boston ..... 43  
New York (including Yonkers) ..... 44  
Philadelphia, Baltimore ..... 45  
Port Wentworth (Savannah) ..... 46  
New Orleans (including Gramercy Reserve and Burnside) ..... 47  
Galveston or Houston ..... 48

The rates of freight specified above shall be applied to outturn weights determined in accordance with Clause 24 hereof. 49

Where the rate is FREE IN and OUT, cargo shall be loaded, stowed, trimmed and discharged free of expense to Vessel, but such 50  
freedom from expense shall not be deemed to relieve Owner of any liability for loss of or damage to the cargo or other property or for 51  
personal injury which may be imposed by any other provision of this Charter or by law. 52

Full freight shall be considered earned as cargo is loaded on board and shall be payable and retainable irrevocably Vessel and/or 53  
cargo lost or not lost or the voyage abandoned or broken up. A pro forma payment of 50 per cent on the basis of bill of lading weight 54  
shall be made at discharging port on arrival and tender of notice of readiness, whether in berth or not. Final settlement of freight 55  
shall be made upon completion of discharge of cargo in accordance with Clause 25 hereof.

<b>5. Loading Port Conditions:</b> Charterer shall designate, and Vessel shall load at loading berth or berths where, in the opinion of the Master, the Vessel can lie always safely afloat and proceed and return always safely afloat. Vessel shall not be required to load at more than two berths or loading places within any one port or its Customs jurisdiction. Should the Vessel be ordered to load at an outlet in the Philippine Islands, Vessel shall, unless the rate is FREE IN and OUT, pay stevedoring at the rate existing at the time of loading at such outlet. Charterer shall pay any Customs or other extra charges incurred over and above those which would have been incurred had the Vessel loaded at a recognized port of entry, excepting legitimate overtime charges and pilotage.	56
<b>6. Discharging Port:</b> Charterer shall designate, and Vessel shall discharge at discharging berth where, in the opinion of the Master, the Vessel can lie always safely afloat and proceed and return always safely afloat. In the case of cargoes of 5000 tons or more Charterer shall have the option of discharging part of the cargo at a second safe berth and in such case cost of shifting shall be for account of Owners and laytime shall be computed separately for the quantity discharged at such berth. In the case of cargoes of less than 5000 tons Charterer may direct that a portion of the cargo be discharged at a second berth but in such event the cost of shifting	57
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.....	59
If this latter option is exercised laytime shall be computed separately for the quantity discharged at each port and the rates of freight provided in Clause 4 shall be increased by ..... on the entire cargo.	60
<b>7. Vessel Agents:</b> At loading port Owner shall appoint agents nominated by charterer and Owner shall pay customary fees. At discharging port, Owner shall appoint and pay agents.	61
<b>8. Bills of Lading:</b> Bills of lading on Owner's customary form shall be signed without prejudice to this Charter and shall be subject to this Charter as to all conditions. The Master shall sign bills of lading as presented as soon as sugar is loaded on board. The bills of lading shall carry the following clause "Subject to all the terms, provisions and conditions of BULK SUGAR CHARTER PARTY -- U.S.A. (April, 1962) dated at <i>Geneva</i> ..... on ..... 19....."	62
<b>9. Broker's Commission:</b> A commission of 2½ per cent if this charter is on gross terms, or 3¼ percent if on FREE IN and OUT terms, for division with others, upon the gross freight, dead freight and demurrage is due and payable by Owner, upon shipment of cargo, Vessel lost or not lost, to ____ Owner agrees that such commission may be deducted by Charterer from the first freight payment and paid directly to Broker if Broker so requests.	63
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## PART II (Vessel Requirements)

<b>10. Vessel Characteristics and Preparation:</b>	83
(a) Vessel shall be in all respects suitable for the carriage of raw sugar in bulk and cargo compartments shall be free of dunnage and gear and clean and dry upon arrival at loading port.	84
(b) Hatch openings in main and tween decks and other opening through which discharge equipment must be lowered shall be not less than 16 feet by 16 feet. If the maximum distance between the forward end of the most forward hatch and the after end of the aftermost hatch containing sugar exceeds 400 feet, the cost of any shifting of vessel required shall be for Owner's account.	85
(c) Working area for discharging equipment in the lower holds aft of the engine room on either side of the tunnel shall be not less than seven feet, measured from the side of the tunnel to a line directly under the inside edge of the hatch coaming.	86
(d) Manholes, tank tops and all other obstructions above deck level shall be securely and completely covered with one-quarter inch steel plate, or lumber of sufficient thickness and strength, to support the weight of heavy bulldozers and payloaders and browed at an angle not exceeding 25 so that such bulldozers, payloaders and the discharging grabs may ride over the covering without damage to the Vessel or to discharging equipment.	87
(e) No dunnage shall be used. Cargo battens, tween deck hatch boards and beams and dunnage shall be removed prior to loading and stowed on deck or in cargo compartments not containing sugar. Location of any hatch beams left in place for purposes of safety must be indicated with painted marks on the next higher hatch coaming. Roller beams must be moved to one or both ends of hatch and their location similarly marked.	88
(f) Exposed pipe lines shall be securely protected with tight wooden guards. Bilges shall be sheathed. Bleeding holes in the coamings shall be taped or otherwise securely closed. Where both tween deck and lower hold compartments are used for sugar stowage, trimming hatch covers and gratings shall be left open.	89
(g) Cargo batten clips, if not removed, shall be securely covered to prevent damage by discharging equipment, failing which Charterer shall not be liable for damage to such clips.	90
<b>11. Stowage:</b>	91
(a) Cargo shall be stowed only in areas in which grabs, drags and mobile equipment can operate freely. Sugar shall not be stowed in the lower holds of the forward and after hatches unless the recesses at the extremities of those holds are completely blocked off to full height by suitable, strong and sugar-tight bulkheads. If cargo is stowed in the tween deck above a lower hold containing no sugar, the hatch opening shall be securely and completely closed and covered with a one-quarter inch steel plate welded to the deck, or with lumber of sufficient thickness and strength, to form an even working surface, sugar-tight and sufficiently strong to support cargo and to resist damage by bulldozers, marine leg elevators and all other equipment used in discharge.	92
(b) Cargo shall be distributed among hatches so that two discharging rigs can operate simultaneously at all times during discharge. If loading is performed by bleeding bags into the hold the number of hatches used shall be such as to permit the simultaneous working of not less than four stevedoring gangs. If loading is performed by mechanical means at a bulk sugar terminal the number of hatches available shall not be less than two. If the required number of hatches are not available laytime shall be adjusted in accordance with the provisions of Paragraph 17 hereof.	93
(c) No sugar shall be stowed in areas such as deep tanks, refrigerator hatches or other unusual places which are inaccessible to Receiver's discharging equipment.	94
(d) Holds shall be sealed and not ventilated during transit unless in the opinion of the Master compliance with this provision endangers the safety of the Vessel.	95
<b>12. Vessel's Gear:</b>	96
(a) Vessel shall supply at all times at both loading port and discharging port, free of charge to Charterer, winches, power and gear in good working order, including ropes and slings as required.	97
(b) If Galveston or Houston discharge option is designated Vessel shall be equipped with ? inch runners at least 175 feet in length and booms shall not be less than 45 feet. Vessel shall be capable of working five hatches simultaneously, lifting a minimum of five tons at each hatch with double gear.	98
(c) Vessel shall supply full light for night work on deck and in the holds, if required.	99
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(d) Vessel's cargo gear and all other equipment shall comply with regulations established under 33 U.S. Code Section 941 and Master shall have in his possession a valid "Certificate of Test and Examination" of cargo gear issued by the National Cargo Bureau, Inc. or its equivalent. Owner shall assume any cost, including standby time, resulting from failure to have such certificate or to comply with such regulations.

### 13. Failure to Observe Requirements:

If Owner fails to meet the requirements of this Part II, Owner shall (1) indemnify and hold Charterer and Receiver of the cargo (hereinafter called Receiver) harmless against any loss or damage and shall reimburse them for extra costs resulting from such failure (2) release Charterer and Receiver of the cargo from all claims of Owner against them for damage to the Vessel or otherwise arising out of such failure, and (3) allow Charterer additional laytime for loading and discharging to compensate for time lost as a result of such failure. Charterer shall furnish timely notice to Owner of any claims arising under this paragraph.

### 14. Delivery of Cargo to and from Vessel, Stevedoring:

(a) If the rate of freight is on a GROSS TERMS basis, Charterer shall deliver the cargo to Vessel within reach of Vessel's tackle. Owners shall receive the cargo within reach of Vessel's tackle and load it aboard. Any lighterage in delivering the cargo within reach of Vessel's tackle shall be for account of Charterer. Owner shall discharge and Charterer shall receive the cargo alongside the Vessel within reach of her tackle or in accordance with the custom and usages of the port of discharge.

(b) If the rate of freight is on a FREE IN and OUT BASIS, Charterer shall deliver the cargo within reach of Vessel's tackle and load it aboard. Charterer shall discharge the cargo in accordance with the custom and usages of the port of discharge.

(c) Stevedore for loading shall be appointed by Charterer and loading into the Vessel shall be at Owner's expense except that, if the rate of freight is on a FREE IN and OUT basis, loading shall be at Charterer's expense. In either event, any claim for stevedore damage in loading shall be settled between Owner and the Stevedore.

(d) Stevedore for discharging shall be appointed by Charterer and discharging from the Vessel shall be at Owner's expense except that, if the rate of freight is on a FREE IN and OUT basis, discharge shall be at Charterer's expense but Owner shall assume the cost of any ship's clerk required by union regulation or port custom to be employed during discharge. ON the basis of labor costs under the longshore labor contracts in effect on October 1, 1973, stevedoring charges shall be the following rates per ton of 2240 pounds, gross landed weight:

At Boston, New York (including Yonkers), Philadelphia and Baltimore .....

Port Wentworth (Savannah) .....

New Orleans (including Gramercy Reserve and Burnside) .....

Galveston or Houston .....

For any part cargo of less than 5000 tons in more than two hatches the above rates shall be increased by \$.10 per ton.

Whenever changes in longshore labor costs in any port occur pursuant to an applicable labor contract, the above stevedoring charge in that port shall be changed simultaneously in the same proportion. If increases in labor costs are retroactive to the period of discharge, Owner shall be liable, unless the rate of freight is on a FREE IN and OUT basis, for corresponding retroactive stevedoring charges, even though settlement of stevedoring charges shall have been made previously.

(e) Vessel shall leave discharging berth as soon as possible after completing discharge of cargo, weather and tide permitting, failing which Owner shall indemnify and hold Charterer and Receiver harmless against any resulting loss or damage.

### 15. Laytime for Loading:

(a) Laytime computed at the rate of ..... tons (2240 pounds each) per weather working lay day, Sundays and stevedoring holidays in accordance with custom of the port excepted, shall be allowed to Charterer for loading.

(b) Laytime for loading at each loading port shall begin at the beginning of the next working period, according to the custom of the port, after Master reports vessel ready to receive cargo at the first loading place in each port, whether berthed or not. Time employed rigging, opening and closing hatches, and in shifting anchorages or loading places within the same port or its jurisdiction shall not count as laytime.

### 16. Laytime for Discharging:

(a) Laytime at the rate of ..... 1500 tons (2240 pounds each) per weather working lay day, Saturdays, Sundays, stevedoring holidays and all other overtime periods excepted, shall be allowed to Charterer and shall be continuous.

(b) Laytime for discharging shall commence when Vessel is safely berthed at discharging berth and is rigged and ready in all respects for discharge, except that

1) If rigging is performed during a regular working period laytime shall not commence prior to the beginning of the regular working period next following the completion of rigging, unless discharge commences sooner.

2) Laytime shall in no event commence on a Saturday, Sunday, stevedoring holiday or during any overtime period regardless of the commencement of discharge.

3) If Vessel is ready to proceed to discharging berth and Charterer does not issue docking orders, or cannot provide a berth, laytime shall commence at the beginning of the next regular working period after notice of readiness by Owner to Charterer and after allowance of normal transit time from quarantine to discharging berth. All subsequent time (which otherwise would be working time) lost shall count as laytime. However, any such time used by Owner for loading or discharging cargo not covered by this Charter shall not count as laytime.

4) Any time (which otherwise would be working time) lost by failure of Vessel to reach discharging berth in accordance with docking orders shall not count as laytime and Vessel shall pay for any stand-by time of labor incurred by reason of failure of Vessel to arrive at berth at designated time.

### 17. Other Laytime Provisions:

(a) Laytime shall not be reversible between loading and discharging ports but shall be reversible between loading ports.

(b) Saturdays, Sundays and stevedoring holidays in accordance with port custom, even though worked, shall not count as lay days.

(c) In the event of any prevention or stoppage of work caused by adverse weather conditions, laytime shall be extended for a corresponding period in the determination of demurrage but not in the determination of despatch.

(d) If Vessel, by reason of its characteristics, gear and equipment, or stowage is not capable of loading or discharging at the rates prescribed herein the computation of laytime shall be based on Vessel's actual capacity to load and discharge rather than on the rates specified in Clause 15 (a) and 16 (a) respectively.

**Clauses 18 (Strike Provisions), 20 (Wharfage), 21 (Overtime) and 22 (Extra Insurance) printed on the reverse side hereof are a part of this Charter Party.**

### 18. Strike Provisions

(a) Laytime for loading shall be suspended, and no demurrage shall accrue, during any period in which a labor dispute, riot or any unavoidable hindrance prevents Charterer from delivering the cargo, or Owner from receiving the cargo. However, in such an event, Owner may notify Charterer that Owner proposes to dispatch the Vessel at any time Owner pleases, not less than 24 hours after Charterer receives such notice, with such portion of cargo as may then be on board, or in ballast if no cargo has been loaded. Within

12 hours after receiving such notice, Charterer shall notify Owner whether or not Charterer consents to such proposal. If Charterer consents, then Owner may dispatch the vessel as proposed, but Charterer shall not be liable for dead freight on cargo which has not been loaded up to the time of commencement of the hindrance. If Charterer does not consent, Owner shall not dispatch the Vessel as proposed, but such suspension of laytime because of such hindrance shall not continue beyond 24 hours after Charterer received such notice.	201
(b) Laytime for discharging shall not commence, or if commenced shall be suspended during any period in which the issuance of docking orders, berthing of the Vessel, or discharging is prevented or delayed by any strike, work stoppage or other labor dispute except (1) a strike or work stoppage of labor employed by the Receiver in any capacity other than as stevedore for discharging such cargo, or (2) a strike or work stoppage of labor ordinarily engaged in operating Vessel or discharging its cargo which is solely in sympathy with a then existing strike or work stoppage by labor employed by (a) the Receiver of Vessel's cargo acting in any capacity other than as stevedore for discharging such cargo or (b) the Receiver of the sugar cargo of some other vessel acting in any capacity other than as stevedore for discharging such cargo. A strike, work stoppage or other labor dispute shall be deemed to be in effect and to prevent or delay discharging during any period in which (1) after the berthing of the vessel at Receiver's berth, its discharge is not commenced or continued because of the refusal or failure of labor to perform such discharge, or (2) prior to the berthing of the vessel, its berthing or discharge in the berth to which it normally would be assigned is prevented or delayed because of the refusal or failure of labor to work on the discharge of some other vessel occupying such berth, (3) prior to the berthing of the vessel, a strike of maritime labor on or against other similar vessels makes it probable that its berthing or discharge would cause picketing or other labor trouble at the berth to which it would be assigned, or (4) prior to or after the berthing of the vessel, its berthing or discharge in the berth to which it normally would be assigned is prevented or delayed as a result of any decision, direction or request of any duly constituted association of ship operators and others in the discharging port, including but not limited to any decision, direction or request intended to enforce or induce longshore or other maritime labor to comply with the provisions of any applicable labor contract.	202
(c) Damages recoverable by Owner against Receiver as a result of riots, strikes, work stoppages or other labor disputes shall be limited to such demurrage as may be due hereunder.	203
(d) Laytime for discharging shall not commence, or if commenced shall be suspended during any period in which discharging is prevented or delayed by war, Government intervention, fire, Act of God or any other cause beyond control of Charterer or Receiver.	204
<b>19. Demurrage and Despatch:</b>	205
(a) The expiration of laytime shall be determined on the basis of weather working lay days in accordance with the provisions of Clauses 15, 16, 17 and 18 herein.	206
(b) Demurrage in loading shall be payable by Charterer to Owner for each day, or part thereof, by which completion of loading is delayed beyond the expiration of laytime. The rate per day of 24 hours (pro rata for part of a day) shall be \$ ..... Despatch in loading shall be payable by Owner to Charterer for each day, or part thereof, by which completion of loading precedes the expiration of laytime. Time saved shall be calculated on a 24 hour basis and the despatch rate per day (pro rata for part of a day) shall be \$ _____	207
(c) Demurrage in discharging shall be payable by Charterer to Owner for each day, or part thereof, by which the completion of discharge is delayed beyond the expiration of laytime. The rate of demurrage per day of 24 hours (pro rata for part of a day) shall be fixed for the purposes of this charter at \$ ..... such rate having been determined by the parties within the limits set forth in the forth in the following table:	208
Minimum Demurrage Rates- Full and part cargoes under 10,000 tons ..... \$ 800	209
Full cargoes 10,000 tons or more ..... \$1000	210
Maximum Demurrage Rates - Full and part cargoes 5,000 tons or less ..... \$1100	211
Full and part cargoes more than 5,000 tons but less than 10,000 tons.....\$1500	212
Full cargoes 10,000 tons or more ..... \$1700 or 10¢ per ton of sugar cargo, whichever is higher.	213
Despatch in discharging shall be payable by Owner to Charterer for each day, other than any Saturday, Sunday or stevedoring holiday, or part thereof, by which completion of discharging precedes the expiration of laytime. Time saved shall be calculated on a 24 hour basis and the despatch rate per day shall be one-half the rate of demurrage specified above.	214
(d) Demurrage or despatch at loading port shall be endorsed upon bills of lading. Whether so endorsed or not, upon proof of its having been incurred, demurrage shall become a lien upon the cargo and shall be collectible in the same manner as the freight money. Whether so endorsed or not, upon proof of its having been earned, despatch shall be deducted upon settlement of freight.	215
<b>20. Wharfage:</b> Owner shall pay Receiver wharfage (dockage) at a rate not exceeding the established maximum rate for the port and such wharfage shall be paid regardless of ownership of the wharf. Charterer and Receiver shall hold Owner harmless against any claim for wharfage by any party other than Receiver.	216
<b>21. Overtime:</b> The expense of working overtime during loading shall be for account of the party ordering such overtime unless otherwise agreed upon in advance between Owner and Charterer. The expense of working overtime during discharging shall be as mutually agreed upon in advance between Owner and Charterer. In no event shall Charterer pay for overtime expense of Vessel's officers and crew.	217
<b>22. Extra Insurance:</b> Owner agrees to refund to Charterer any additional insurance premium above the customary minimum rate imposed on the cargo and any prepaid freight by reason of Vessel's classification, ownership, age, flag, physical characteristics, or for any other reasons. The additional extra insurance charges payable by Owner may be deducted from the freight charges payable by Charterer.	218
<b>23. Taxes:</b> Taxes on Vessel or freight, if any, shall be for account of Owner.	219
<b>24. Outturn of Cargo:</b> Landed weight of cargo shall be determined by public weigher's return, or other customary method, at destination port. Owner shall be free of any expense at discharging port, other than the expense of ship's clerk as provided above, in connection with such determination of weight notwithstanding any custom of the port to the contrary. Owner shall be furnished with as many copies of the public weigher's, or other, certificate as may be required, free of charge.	220
All sugar on board shall be reasonably accessible for delivery, and discharge shall be accomplished in accordance with stevedoring practice customary in the port of discharge.	221
<b>25. Final Settlement of Freight and Other Charges:</b> Final freight settlement shall be effected as soon as possible after completion of discharge, on the basis of the final weight determined as provided above. Bills for despatch, stevedoring, wharfage, overtime extra insurance, broker's commission and other charges may be deducted at time of final freight settlement.	222

## PART IV(General)

Clauses entitled "Arbitration", "Deviation", "Both-to-Blame Collision Clause", "General Average Clause", "New Jason Clause",	273
"Liberties Clauses", "Protection and Indemnity Bunkering Clause", "Fire Clause", "Lien", "U.S.A. Clause Paramount", "Personal	274
Contract Clause", and "Beneficiaries of Exemptions", printed on the reverse side of this charter are incorporated herein as a part of	275
this Charter Party.	276
To the true and faithful performance of all and every one of the foregoing agreements, we, the said parties, do hereby bind	277
ourselves, our heirs, executors, administrators and assigns, each to the other in the sum of the proved damages.	278
IN WITNESS WHEREOF, we hereunto set our hands the day and year above written.	279

Owner

Charterer

By .....

By .....



## SPECIAL CLAUSES OF BULK SUGAR CHARTER PARTY-U.S.A.

**Arbitration.** Any and all differences and disputes of whatsoever nature arising out of this charter shall be put to arbitration in the City of New York unless the parties hereto otherwise agree pursuant to the provisions of the United States Arbitration Act (Title 9 of U.S.C., Chapter 213 of the Act of February 12, 1925, 43 Stat. 833). The decision of any two of the three on any point or points shall be final. Either party hereto may call for such arbitration by service upon the other, wherever he may be found, of a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the disputes or differences which such party desires to put to arbitration. If the other party shall not, by notice served upon the first moving party within twenty days of the service of such first notice, or such lesser time as may be mutually agreed or fixed by a court of maritime jurisdiction, appoint its arbitrator to arbitrate the dispute of differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person, with precisely the same force and effect as if said second arbitrator had been appointed by the other party. In the event that the two arbitrators fail to appoint a third arbitrator promptly, either arbitrator may apply to any court of maritime jurisdiction in the city above mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Court on such applications shall have precisely the same force and effect as if such arbitrator has been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearing: either party shall have the right by written notice served on the arbitrators and the other party to specify further disputes or differences under this Charter hearing and determination. Awards made pursuant to this paragraph may include costs, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any court having jurisdiction in the premises.

**Deviation.** The vessel shall have liberty to sail with or without pilots, to tow or be towed, to go to the assistance of vessels in distress, and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. Any salvage shall be for the sole benefit of the Owner.

**Both-to-Blame Collision Clause.** If the liability for any collision in which the vessel is involved while performing this Charter fails to be determined in accordance with the laws of the United States of America, the following clause shall apply:

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Owner in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Owner against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Owner.

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.

**General Average Clause.** General average shall be adjusted, stated, and settled, according to York-Antwerp Rules of 1950, excluding Rule XXII thereof, at such port of place in the United States as may be selected by the Owner, and as to matters not provided for by these Rules, according to the law and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the Vessel. Average agreement or bond and such additional security, as may be required by the Owner, must be furnished before delivery of the goods. Such cash deposit as the Owner may deem sufficient, as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the Owner before delivery. Such deposit shall, at the option of the Owner, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money.

**New Jason Clause.** In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owner is not responsible, by statute, contract or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Owner 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 ship is owned or operated by the Owner, salvage shall be paid for as fully as if such salving ship or ships belonged to strangers. Such deposit as the Owner or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Owner before delivery.

**Liberties Clauses.** The Owner, Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government thereof, or by any committee or person having, under the terms of the war risk insurance on the Vessel, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or direction shall be a fulfillment of the contract voyage. In addition to all other liberties herein the Owner shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition, or agreement imposed upon or exacted from the Owner by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk an expense and all expenses and charges so incurred shall be payable by the Owner or consignee thereof and shall be a lien on the goods.

**Protection & Indemnity Bunkering Clause.** The Vessel, in addition to all other liberties, shall have liberty as part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever, whether such ports are on or off the direct and/or customary route or routes, to the ports of loading or discharge named in this charter, and there take oil bunkers in any quantity in the discretion of owners, even to the full capacity of fuel tank, deep tank and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.

**Fire Clause.** Neither the Owner nor any corporation owned or employed by, subsidiary to or associated or affiliated with or furnishing wharfage to the Owner shall be liable for any loss or damage to the goods occurring at any time, and even through before loading on or after discharge from the Vessel, by reason of any fire whatsoever, unless such fire shall be caused by its design or neglect.

**Lien.** Vessel shall have an absolute lien on cargo for freight, dead freight, demurrage and all other charges due the Vessel under this Charter.

**U.S.A. Clause Paramount.** This Charter Party and any bill of lading issued hereunder shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Owner of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Charter Party or any bill of lading issued hereunder be repugnant to said Act to any extent, such term shall be void to that extent, but no further.

**Personal Contract Clause.** Any provision of this Charter Party or any bill of lading issued hereunder to the contrary notwithstanding, the Owner shall have the benefit of all exemptions from and limitations of liability authorized by any provision of sections 4281 to 4287 inclusive of the Revised Statutes of the United States and the amendments thereto, and of any other provisions of the laws of the United States, or of any other country whose laws shall apply, and this Charter Party shall not be construed to be, or give rise to, a personal contract.

**Beneficiaries of Exemptions.** All exemptions, exceptions, rights, benefits, and privileges accorded to the Owner herein shall likewise be for the benefit of and available to the party or parties issuing any bill of lading hereunder and the Vessel, her Owners, operators, charterers (whether time or demise) and agents.