

Code Name: Norgrain

RECOMMENDED BY
 NORTH AMERICAN EXPORT GRAIN ASSOCIATION
 THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE
 CHAMBER OF SHIPPING OF THE UNITED KINGDOM
 THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIPBROKERS AND AGENTS

AMENDED 1/7/74

NORTH AMERICAN GRAIN CHARTER PARTY 1973

ISSUED BY THE ASSOCIATION OF SHIPBROKERS AND AGENTS (U.S.A.) INC.

Geneva,

Owners	IT IS THIS DAY MUTUALLY AGREED, between,	1
<i>(Note: Delete as appropriate)</i>		
Owners		2
Dispensor Owners	- of the S.S./M.V. Tween Decker Call Sign	3
Time-chartered Owners		4
Chartered Owners		5
 Description of Vessel	Built at of tons of 2,240 lbs. deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of cubic feet (including cubic feet in self-bleeding wing spaces) <i>See Clause 46</i>	6 7 8
 Classification	Classed in now	9
<i>(Note: Insert vessel's Itinerary)</i>		10
		11
		12
 Charterers	and of Charterers	13
 Loading Port(s)	1.--That the said vessel, being tight, staunch and strong and in every way fit for the voyage, shall with all convenient speed proceed to.... <i>Thevenard and/or Port Lincoln in Charterers option, such option by Charterers declared on nomination of vessel, second safe berth if optioned to be for Charterers' account and laytime to run continuously during any possible shifting and there load at one or two....safe loading berth(s)/anchorage(s), one or two safe ports in Charterers' option,</i>	14 15 16

Description of Cargo	always afloat, a full and complete*/part* cargo in bulk of 25,000 metric tons 10 percent more or less Owners option bulk wheat at Charterers' option tons of 2,240 lbs.*/1,000 kilos.*% more or less, quantity at Owners' option.	17 18 19 20 21 22
Notice and Loading	2.--Owners are to give Charterers (or their Agents) (telegraphic address "...." telex number:....)	23
Port Orders	45 10 and 7 days' notice of vessel's expected readiness to load date, and approximate quantity of cargo required with the 45 10 days' notice, such quantity to be based on a cargo of Heavy Grain, unless the cargo composition has been declared or indicated. The Charterers are to be kept continuously advised by telegram/telex of any alteration in vessel's readiness to load date. Master to apply to (telegraphic address "....") for first or sole loading port orders 144 hours before vessel's expected readiness to load date but not sooner than 144 hours before the laydays in Clause 4 and Charterers or their Agents are to give orders for first or sole loading port within 72 hours of receipt of Master's application, unless given earlier. Orders for seeond port of loading, if used, to be given to the Master not later than.....	24 25 26 27 28 29 30 31
	Master is to give Charterers (or their Agents) 72 and 12 hours' notice of vessel's estimated time of arrival at first or sole loading port together with vessel's estimated readiness to load date.	32 33
Vessel Inspection	3.--Vessel to load under inspection of National Cargo Bureau, Inc. in U.S.A. ports or of the Port Warden in Canadian Australian ports. Vessel also to load under inspection of a Grain Inspector licensed/authorised by the United States Australia Department of Agriculture pursuant to the U.S. Australia Grain Standards Act and/or of a Grain Inspector employed by the Canada Australia Department of Agriculture, as required by the appropriate authorities. If vessel loads at other than U.S. or Canadian ports, she is to load under inspection of such national and/or regulatory bodies as may be required.	34 35 36 37
	Vessel is to comply with the rules of such authorities, and shall load cargo not exceeding what she can reasonably stow and carry over and above her Cabin, Tackle, Apparel, Provisions, Fuel, Furniture and Water. Cost of such inspections shall be borne by Owners.	38 39
Laydays/Cancelling	4.--Laytime for loading, if required by Charterers, not to commence before 0800 0001 on the day of 49 Should the vessel's notice of readiness not be tendered and accepted as per Clause 17 before 1200 2359 on the day of 49 , the Charterers or their Agents shall at any time thereafter, but not later than one hour after the notice of readiness is tendered, have the option of cancelling this Charterparty.	40 41 42 43 44
Destination	5.--On being so loaded, the vessel shall proceed to..... one or two safe berth, one safe port always afloat Semerang, second safe berth if optioned to be for Charterer's account and laytime to run continuously during any possible shifting. See Clause 56 as ordered by Charterers/Receivers*, and deliver the cargo, according to Bills of Lading at safe discharging berths in Charterers' option, vessel being always afloat, on being*/having been* paid freight as per Clauses 8 and 9.	45 46 47 48 49

Discharging Port Orders.	Master to apply by radio to Charterers'/Receivers* Agents (telegraphic address".....") for first or sole discharging port orders 96 hours before vessel is due off/at*..... and Charterers/Receivers* Agents are to give first or sole discharging port orders by wireless within 48 hours of receipt of Master's application unless given earlier. If Master's application is received on a Saturday, the time allowed to Charterers/Receivers* (or their Agents) shall be 52 hours instead of 48 hours.	50 51 52 53
	Orders for second and/or third port(s) of discharge are to be given to the Master not later than arrival at first or subsequent port.	54
	Master to radio Charterers/Receivers* (or their Agents) 72 and 24 hours notice of vessel's estimated time of arrival at first or sole discharging port. Charterers/Receivers* (or their Agents) are to be kept continuously advised by radio/telegram/telex of any alterations in such estimated time of arrival.	55 56
Bills of Lading	6.--The Master is to sign Bills of Lading <i>in strict accordance with mates receipt</i> as presented on the North American Grain Bill of Lading Charterers CONGEN Bill of Lading form without prejudice to the terms, conditions and exceptions of this Charterparty. If the Master elects to delegate the signing of Bills of Lading to his Agents he shall give them such power of attorney in writing, copy of which is to be furnished to Charterers.	57 58 59
Rotation of Ports	7.--Rotation of loading ports is to be in Owners'*/Charterers'* option. <i>If Charterers exercise their option to use 2 loading ports as per main terms, such option to be in Owners option and seaworthy trim clause to apply between loadports.</i> <i>Seaworthy Trim Clause:</i> <i>Charterers shall leave the vessel in seaworthy trim and with cargo on board safely stowed to master's satisfaction between loading berths/ports and between discharging berths/ports, respectively; any expenses resulting therefrom shall be for Charterers' account and any time used shall count.</i> Rotation of discharging ports is to be in Owners'*/Charterers'* option, but if more than two (2) ports of discharge are used rotation is to be geographic..... - to.....	60 61 62 63 64
Freight	8.--Freight to be paid as follows: per ton of 2,240 lbs./1,000 Kilos*. Charterers have the option of ordering the vessel to load at..... - in which case the rate of freight to be..... per ton of 2,240 lbs./1,000 kilos.* Charterers/Receivers have the option of ordering the vessel to discharge at..... in which case the rate of freight to be per ton of 2,240 lbs./1,000 kilos*. If more than one port of loading and/or discharging is used, the rate of freight shall be increased by per ton of 2,240 lbs./1,000 kilos* for each additional loading and/or discharging port on the entire cargo.	65 66 67 68 69 70 71 72 73 74 75 76
Freight Payment	9.-- (a) If vessel discharges in the United Kingdom including Northern Ireland, freight shall be payable by Receivers*/Charterers* concurrently with discharge on out-turn weight, to Owners or their designated Agents at in currency.	77 78 79

	(b) For all other destinations, freight shall be fully prepaid on surrender of signed Bills of Lading in in currency to on Bill of Lading weight, discountless, not returnable, vessel and/or cargo lost or not lost. Freight shall be deemed earned as cargo is loaded on board. Once the Bills of Lading have been signed, and Charterers call for surrender of Original Bills of Lading against freight payment above, it will be incumbent upon Owners or their Agents to comply immediately with such call for surrender during office hours, Mondays to Fridays inclusive.	80 81 82 83 84 85 86 87
	(c).See Clause 59	85 86 87
Cost of Loading and Discharging	10.-- (a)* Cargo is to be loaded, stowed, trimmed (to Master's satisfaction in respect of seaworthiness) free of expense to the vessel. <i>Any additional trimming required over and above spout trimming to be at Owners time, risk and expense.</i> Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	88 89
	(b)* Cargo is to be loaded, stowed and trimmed at Owners' expense. Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).	90 91
Stevedores at Loading Port(s) and Discharging Port(s)	11.-- Stevedores at loading Port(s) are to be appointed by Charterers*/Owners* and paid by Charterers.*/Owners.* If stevedores are appointed by Owners, they are to be approved by Charterers at loading port(s), and such approval is not to be unreasonably withheld. Stevedores at discharging port(s) are to be appointed and paid for by Charterers/Receivers*. In all cases, stevedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master.	92 93 94 95 96
Bulk Carrier and Wing Spaces	12.-- (a) The vessel is warranted to be a self-trimming bulk carrier */non-self trimming bulk carrier.* (b) Cargo may be loaded into wing spaces if the cargo can bleed into centreholds. Wing spaces are to be spout trimmed; any further trimming in wing spaces and any additional expenses in discharging are to be for Owners' account, and additional time so used is not to count as laytime or time on demurrage.	97 98 99 100
Overtime	13.-- (a) Expenses (i) All overtime expenses at loading and discharging port(s) shall be for account of the party ordering same. (ii) If overtime is ordered by port authorities or the party controlling the loading and/or discharging terminal or facility all overtime expenses are to be equally shared between the Owners and for Charterers account.*/Receivers.* (iii) Overtime expenses for vessel's officers and crew shall always be for Owners' account. (b) Time Counting If overtime be worked during excepted periods ordered by Owners the actual time used shall count. If overtime be worked during excepted periods ordered by Charterers/Receivers* the actual time used shall not count. If overtime be worked during excepted periods ordered by port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall count. (c) SHINC (Sundays and Holidays Included) Section (b) shall not apply if SHINC has been agreed.	101 102 103 104 105 106 107 108 109 110 111 112 113

Separations	14.--Cost of cargo separations, including labour used for laying same, to be for Charterers' account unless required by Owners, in which case all resultant expenses shall be borne by the Owners. Separations ordered by Charterers shall be made to Master's satisfaction (but not exceeding the requirements of the competent authorities). <i>Separations other than natural to be for Charterers time/risk/expense.</i>	114 115 116
Securing (delete a or b)	15.-- (a) For Owners' account <i>Always subject to Seaworthy Trim Clause</i> Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Owners, and time so used not to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Owners' expense, and time actually lost is not to count. (b) For Charterers' account Any securing (bagging or strapping, etc.) required by Master, National Cargo Bureau or Port Warden for safe trim/stowage to be supplied by and paid for by Charterers, and time so used to count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) to be at Charterers/Receivers'* expense.	117 118 119 120 121 122 123
Opening/Closing	16.-- (a)* At each loading and discharging port, cost of first opening and last closing of hatches and removal and replacing of beams, if any, shall be for Owners' account. Cost of all other opening and closing of hatches, removal and replacing of beams shall be for Charterers'/Receivers'* account.	124 125
Hatches	(b)* At each loading and discharging port, cost of all opening and closing of hatches and removal and replacing of beams, if any, shall be for Owners*/Charterers'/Receivers'* account.	126 127 128
Time Counting	17.-- (a) Notice of Readiness and Commencement of Laytime Notification of vessel's readiness to load and/or discharge at the first or sole loading and/or discharging port, shall be delivered in writing at the office of Charterers/ Receivers (or their Agents) between the hours of 0900 to 1700 on all days except Sundays and holidays, and between the hours of 0900 to 1200 on Saturdays. Charterers/Receivers shall not be required to accept notice of readiness to load or discharge on Saturdays after 1200 or on Sundays or holidays. Such notice of readiness shall be delivered when vessel is in the loading or discharging berth and is in all respects ready to load/discharge, including Free Pratique where applicable. If the loading and/or discharging berth is unavailable, Master may tender vessel's notice of readiness from a lay berth or anchorage within the commercial limits of the port subject to the provisions of Clause 17 paragraph (b). Following receipt of notice of readiness to load or discharge as above, laytime will commence at 0800 on the next day, Sundays and holidays excepted (for Saturdays see Clause 18 (e)). If SHINC agreed, the exception of Sundays and holidays (as well as the possible exception of Saturdays under Clause 18 (e)) shall not apply. Time actually used before commencement of laytime shall count. <i>But if overtime, in accordance with Clause 13(b).</i>	129 130 131 132 133 134 135 136 137 138
	(b) Waiting for Berth If the vessel is prevented from entering the commercial limits of the loading/discharging port(s) because the first or sole loading/discharging berth or a lay berth or anchorage is not available, or on the order of the Charterers/Receivers or any competent official body or authority, and the Master warrants that the vessel is physically ready in all respects to load or discharge, the time spent waiting at a usual waiting place outside the commercial limits of the port or off the port shall count against laytime. Such laytime shall count from vessel's arrival at such usual waiting place and will continue to run as per clause 18 until <i>vessel commence to shift from waiting anchorage to load/ discharge berth or anchorage any of the aforesaid conditions cease to be operative and vessel is so notified by Charterers/Receivers or their Agents or any competent authority. If after entering the commercial limits of the loading port, vessel fails to pass inspections as per clause 17 (d) and requires more than four hours SHINC to pass such inspections from the time of initial failure to pass, the time spent waiting outside the commercial limits of the port as per lines 143-144 shall not count and the provisions of lines 153-154 are not to apply; but, if said vessel passes inspections within said four hours, any delay in commencing loading directly attributable to its failure to pass initial inspections shall not count as</i>	139 140 141 142 143 144 145 146 147

<i>laytime or time on demurrage. In case the vessel fails holds inspection after berthing then time not to count from time of failing till the holds are passed for loading.</i>	148
<i>Time so used is to be added to laytime (or time on demurrage) used for loading/discharging the entire cargo if Clause 18(b) and 18(e) apply and is to be added to laytime (or time on demurrage) used for loading and discharging the entire cargo if reversible laydays apply or if Clause 18(a) applies.</i>	149
<i>Once the vessel has reached a place within the commercial limits of the port, notice of readiness is to be tendered in accordance with the provision of lines 130 to 135 and laytime is to begin to count resume in accordance with lines 136 to 137.</i>	150
<i>At first or sole loading port the cancelling date shall be extended by the number of running days SHINC rounded to the nearest day spent waiting outside the commercial limits of the port for berth (in accordance with the provisions of lines 140 to 144).</i>	151
<i>(c) Subsequent Port(s)</i>	152
<i>At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from vessel's arrival in loading or discharging berth if available or from vessel's arrival within the commercial limits of the port if berth is unavailable, otherwise the provisions of Clause 17 paragraph (b) shall apply.</i>	153
<i>(d) Inspection</i>	154
<i>At the loading port(s), Master's notice of readiness shall be accompanied by pass of the National Cargo Bureau/Port Warden AQIS and Grain Inspector's certificate of vessel's readiness in all compartments to be loaded, for the entire cargo covered by this Charterparty as per Clause 3. In the event that vessel loads in subsequent port(s) and is required to re-pass inspections in these ports, any time lost thereat in securing the required certificate shall not count as laytime or time on demurrage.</i>	155
Laytime	
<i>18.-- (a) Vessel is to be loaded and discharged within working days of twenty-four (24) consecutive hours each (weather permitting), Sundays and Holidays included (SHINC)*/excepted (SHEX).*</i>	163
<i>(b) Vessel is to be loaded within 8,000 metric tons per weather working days of twenty-four (24) consecutive hours each (weather permitting), Saturdays, Sundays and Holidays excluded included (SHINC)*/excepted (SHEX).* Friday 5 pm or noon preceding legal/local holiday till Monday 0800 am or 0800 am next working day not to count unless used, if used, actual time used to count.</i>	164
<i>(c) Vessel is to be discharged at the average rate of 3,500 metric tons tons of 2,240 lbs.*/1,000 kilos.* per weather working day of twenty-four (24) consecutive hours (weather permitting), Sundays and Holidays excluded included (SHINC)*/excepted (SHEX)* Saturday noon or noon preceding legal/local holiday until Monday 0800 am or 0800 am next working day not to count unless used, if used, actual time used to count on the basis of the Bill of Lading weight.</i>	165
<i>(d) Laydays shall be reversible*/non-reversible*</i>	166
<i>(e) Notwithstanding any custom of the port to the contrary, Saturdays shall not count as laytime at loading and discharging port or ports where stevedoring labour and/or grain to this cargo handling facilities are unavailable on Saturdays or available only at overtime and/or premium rates.</i>	167
<i>In ports where only part of Saturdays is affected by such conditions, as described above, laytime shall count until the expiration of the last straight time period.</i>	168
<i>Where six or more hours of work are performed on this cargo at normal rates, Saturday shall count as a full lay day.</i>	169
<i>(f) In the event that the vessel is waiting for loading or discharging berth, no laytime is to be deducted during such period for reasons of weather unless the vessel occupying the loading or discharging berth in question is actually prevented from working grain cargo as stipulated in line 17-20 due to weather conditions in which case time so lost is not to count.</i>	170
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Demurrage/Despatch Money	19.--Demurrage at loading and/or discharging ports, if incurred, to be paid at the rate of per day or pro rata for part of a day and shall be paid by Charterers in respect of loading port(s) and by Charterers/Receivers* in respect of discharging port(s). Despatch money to be paid by Owners at half the demurrage rate for all laytime saved at loading and/or discharging ports. Any time lost for which Charterers/Receivers are responsible, which is not excepted under this Charterparty, shall count as laytime, until same has expired, thence time on demurrage.	181 182 183 184 185
Shifting	20.-- (a) Shifting expenses and time <i>See Clause 56</i> (i) Cost of shifting between loading berths and cost of shifting between discharging berths, including bunker fuel used, to be for Owners'*/Charterers'/Receivers'* account, time counting. - account, time counting. (ii) If vessel is required to shift from one loading or discharging berth to a lay berth or anchorage due to subsequent loading or discharging berth(s) not being available, all such shifting expenses, as defined above shall be for Owners'*/Charterers'/Receivers'* account, time counting. - (iii) Cost of shifting from lay berth or anchorage to first loading or first discharging berth to be for Owners' account. Refer to Clause 56 (b) Shifting in and out of the same berth If vessel is required by Charterers/Receivers* (or their Agents) to shift out of the loading berth or the discharging berth and back to the same berth, one berth shall be deemed to have been used but shifting expenses from and back to the loading or discharging berth so incurred shall be for Charterers'/Receivers'* account and laytime or time on demurrage shall count.	186 187 188 189 190 191 192 193 194 195 196 197
Gear and Lights	21.-- This clause shall not apply if vessel is gearless, or Chartered as such. If required, Master to give free use of vessel's cranes*/winches/* and power to drive the gear, - runners, ropes and slings as on board, and crane drivers*/winchmen* from the crew. If shore regulations do not permit the crew to work cranes*/winches* then shore crane drivers*/winchmen* if used, to be for Owners'*/Charterers'* account at loading port(s) and Owners'*/Receivers'/Charterers'* account at discharging port(s). Time lost on account of breakdowns of vessel's gear essential to the loading or discharging of this cargo is not to count as laytime or time on demurrage, and if this Charterparty calls for Charterers/Receivers* to pay for cost of loading or discharging any stevedore standby time charges incurred thereby shall be for Owners' account. If required, Master shall give free use of the vessel's lighting as on board for night work.	198 199 200 201 202 203 204 205 206
Seaworthy Trim	22.--If ordered to be loaded or discharged at two or more ports/berths, the vessel is to be left in seaworthy trim to Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea Convention as applied in the country in which such ports are situated) for the passage between ports/berths at Charterers' expense at loading and at Charterers'/Receivers* expense at discharging ports, and time used for placing vessel in seaworthy trim shall count as laytime or time on demurrage.	207 208 209
Draft/Lighterage	23.--Owners warrant that vessel's deepest salt water draft shall not exceed feet inches on completion of loading and feet inches on arrival at first or sole discharging port. Should the vessel be ordered to discharge at a place to which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, laytime is to count as per Clause 17 at a safe anchorage for similar vessels bound for such a place and any lighterage expenses incurred to enable her	210 211 212 213

<p>to reach the place of discharge is to be at the expense and risk of the earge Charterers, any custom of the port or place to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the discharging berth is not to count as laytime or time on demurrage.</p> <p>Unless loading and/or discharging ports are named in this Charterparty, the responsibility for providing safe berths and/or safe ports of loading and/or discharging lies with the Charterers/Receivers* provided Owners have complied with the maximum arrival draft limitations in Lines 210 to 211.</p>	214 215 216 217	
Car Decks, etc	24.—It is understood that if this vessel is fitted with car decks, container fittings and/or any other special fittings not connected with the carriage of grain in bulk, any extra expenses incurred in loading and/or discharging as a result of the presence of such car decks, container fittings and/or special fittings are to be for Owners' account. Time so lost shall not count as laytime or time on demurrage.	218 219 220
Dues at German Ports	25.—Quay/Weight or Tonnage dues in Germany shall be for Charterers'/Receivers'* account.	221
St.Lawrence Seaway Tolls.	26.—All St. Lawrence Seaway and/or Welland Canal tolls on vessel and/or cargo assessed by Canadian and United States Authorities are to be paid and borne by Owners.	222 223
Water Pollution Clause	27.--Owners warrant to have secured and to carry aboard the vessel a U.S. Federal Maritime Commission Certificate of Financial Responsibility as required under the U.S. Water Quality Improvement Act of 1970. In addition, owners agree to comply with any and all Official Regulations pertaining to water pollution as applicable. Any time lost on account of vessel's non-compliance with Government and/or State and/or Provincial regulations pertaining to water pollution shall not count as laytime or time on demurrage.	224 225 226 227
Agents	28.— Owners*/Charterers* are to appoint agents at loading port(s) and Owners*/Charterers* are to appoint agents at discharging port(s). - In all instances, agency fees shall be for Owners' account but are not to exceed customary applicable fees.	228 229 230
Strikes, Stoppages, etc	29.--If the cargo cannot be loaded by reason of Riots, Civil Commotions or of a Strike or Lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by Riots, Civil Commotions or a Strike or Lock-out on the Railways or in the Docks or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions, or of a Strike or Lock-out of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a Strike or Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo or Owners of the vessel. For the purpose, however, of settling despatch rebate accounts, any time lost by the vessel through any of the above causes shall be counted as time used in loading, or discharging, as the case may be.	231 232 233 234 235 236 237 238
Ice	30.-- Loading Port (a) If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master--for fear of the Vessel being frozen in--is at liberty to leave without cargo; in such cases this Charter-party shall be null and void.	239 240 241 242

(b) If during loading, the Master, for fear of 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 with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charterparty to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charterparty.	243 244 245 246 247 248 249
(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charterparty null and void unless the Charterers agree to load full cargo at the open port.	250
Voyage and Discharging Port	251
(d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/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 48 hours after the Owners or Master have given notice to the Charterers/Receivers* of impossibility of reaching port of destination .	252 253 254
(e) If during discharging, the Master, for fear of 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 safe and accessible port. Such port to be nominated by Charterers/Receivers* as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	255 256 257
(f) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles the freight on the cargo delivered at that port to be increased in proportion.	258 259 260
(g) Spring -This Ice Clause (a) to (f) not to apply in the Spring.	261
Extra Insurance	262
31.--Any extra insurance on cargo incurred owing to vessel's age, class, flag or ownership to be for Owners account up to a maximum of..... and may be deducted from the freight, in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction. Overage premium Owners to contribute USD 5,000 lumpsum deductible from initial freight payment if vessel over 20 years old against original invoice.	263
P. & I. Bunker Clause	264
32.--The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charterparty and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.	265 266 267
Deviation	268
33.--Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this Charterparty and the owner shall not be liable for any loss or damage resulting therefrom; provided, however, that if the deviation is for the purpose of loading or unloading cargo or passengers it shall, <i>prima facie</i> , be regarded as unreasonable.	269 270

Lien and Cesser Clause	34.--The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charterparty. Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage at loading, and except for all other matters provided for in this Charterparty where the Charterers' responsibility is specified.	271 272 273
Exceptions	35.--Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the ship seaworthy and to have her properly manned, equipped and supplied and neither the vessel nor the Master or Owners shall be or shall be held liable for any loss of or damage or delay to the cargo for causes excepted by the U S. Carriage of Goods by Sea Act, 1936 or the Canadian Water Carriage of Goods Act, 1936. And neither the vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charterparty expressly provided, be responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting from:--Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process, provided bond is promptly furnished to release the vessel or cargo; floods; fires; blockades; riots; insurrections; Civil Commotions; earthquakes; explosions. No exception afforded the Charterers or Receivers under this clause shall relieve the Charterers or Receivers of or diminish their obligations for payment of any sums due to the Owners under provisions of this Charterparty.	274 275 276 277 278 279 280 281
U.S.A. Clause Paramount	36. If the vessel loads in the U.S.A. the U.S.A. Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: "This Bill of Lading 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 carrier 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 Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further."	282 283 284 285 286
Canadian Clause Paramount	37. If the vessel loads in Canada the Canadian Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows: "This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Water Carriage of Goods Act 1936, enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities, or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent, but no further."	287 288 289 290 291
<i>BIMCO General Paramount Clause</i> <i>The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.</i>		
<i>When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.</i>		
<i>The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.</i>		
<i>The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals."</i>		
Both-to-Blame Collision Clause	38.--If the liability for any collision in which the vessel is involved while performing this Charterparty falls to be determined in accordance with the laws of the United States of America, the following clause shall apply: "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	292 293 294

<p>the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnity the Carrier against all loss or liability to the other or non-carrying vessel 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 the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods 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 carrier.</p> <p>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 to a collision or contact."</p> <p>The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.</p>	295 296 297 298 299 300 301
<p>General Average/ New Jason</p> <p>39.--General Average shall be payable according to the York/Antwerp Rules 1974 <i>and latest amendment</i> and shall be settled in.....<i>London</i> Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier 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 carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the carrier 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 carrier before delivery." The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.</p>	302 303 304 305 306 307 308 309 310 311
<p>War Risks</p> <p>40.--1. No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the vessel has been ordered to discharge, either on signing Bills of Lading or thereafter, be one to which the vessel is or shall be prohibited from going by the Government of the Nation under whose flag the vessel sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the vessel had discharged at the port or ports of discharge to which she was originally ordered. 2. The vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government, or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the vessel, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.</p>	312 313 314 315 316 317 318 319 320 321 322
<p>Address Commission</p> <p>41.--An address commission of% on gross freight, deadfreight and demurrage is due to Charterers at time freight and/or demurrage is paid, vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.</p>	323 324

Brokerage Commission	42.--A brokerage commission of% on gross freight, deadfreight, and demurrage is payable by Owners to at time of receiving freight payment and/or demurrage payment(s), vessel lost or not lost.	325 326 327
Assignment	43.--Charterers have the privilege of transferring/assigning/reletting all or part of this Charterparty to others (guaranteeing to the Owners the due fulfilment of this Charterparty).	328 329
Arbitration: <i>(delete para. (a) or (b))</i>	44.-- (a) New York. All disputes arising out of this contract shall be arbitrated at New York in the following manner, and be subject to U.S. Law: One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. For disputes where the total amount claimed by either party does not exceed U.S. \$3,500.00, or amount as mutually agreed, the Arbitration may be conducted in accordance with the Simplified Arbitration Procedure of the Society of Maritime Arbitrators Inc. if so desired by both parties. (b) London. All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitration of two Arbitrators carrying on business in London who shall be Members of the Baltic Mercantile & Shipping Exchange and engaged in the Shipping and/or Grain Trades, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any disputes arising under this Charter-party shall be governed by English Law.	330 331 332 333 334 335 336 337 338 339 340

* Delete as appropriate.

Additional clauses 44 to 87 both inclusive are deemed to be incorporated in this Charter Party.

ADDITIONAL CLAUSES

Clause 44 - Arbitration Clause

The parties shall endeavor to resolve any disputes amicably.
Should this not be successful the following shall apply.

This contract is governed by English law and all disputes arising under or in connection with it shall be referred to arbitration in London. Arbitration shall be conducted in accordance with one of the following London Maritime Arbitrators Association (LMAA) procedures applicable at the date of the commencement of
the arbitration proceedings:-

Arbitrator(s) appointed shall be members of the LMAA carrying on business in London.

i) Where the total amount claimed by either party is less than US\$50,000 excluding interest, the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure.

ii) Where the total amount claimed by the Claimants is more than US\$50,000 but less than US\$400,000, excluding interest, the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.

iii) In any case where the LMAA procedures referred to above do not apply, the reference shall, unless the parties agree forthwith on a sole arbitrator, be referred to the final Arbitrament of two Arbitrators of the LMAA, one to be appointed by each of the parties, with power to such Arbitrators to appoint a third Arbitrator.

No award shall be questioned or invalidated on the grounds that any of the Arbitrators is not qualified as above, unless objections to his acting be taken within 28 days of the appointment.

Any Charter Party dispute must be made in writing and the arbitrator appointed within 12 (twelve) months after the final discharge of the appropriate cargo under this Charter Party and where this provision is not complied with the dispute shall be extinguished and cease to exist.

In the event that one party appoints its arbitrator less than 14 days prior to the expiry of any applicable time limit for commencing proceedings under the charterparty (and under any bills of lading which incorporate the terms of the charterparty), then without further notice the said time limit is automatically extended by a further 14 clear days from the date of the first appointment for the purposes of any counterclaims by the other party.

The Parties agree that in the event of concurrent or chain arbitrations involving other company/ies in the same or similar claim, any documents disclosed by either party may in turn be disclosed to the other company/ies involved in the concurrent or chain arbitrations.

Clause 45

Owners guarantee that vessel has not entered any Cuban after January 1st 1962 nor will enter any such port or place prior to completion of loading under this Charter Party.

Clause 46 - Vessels' Description

Nomination of performing vessel declare 10 days prior ETA loadport.

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- Vessel to be a single-deck self-trimming bulkcarrier geared min 20 mts and max 20 years.
- Vessel to be classed highest Lloyds 100A1 or equivalent throughout the full duration of this voyage.
- Vessel to remain fully P and I covered and H+M insured throughout the duration of this voyage.
- Owners guarantee that all vessels certificates are and will remain valid throughout the duration of the intended voyage.

- Cargo to be loaded into vessels clear/unobstructed mainholds only, being clean suitable and available for the intended cargo.
- Vessel to be fully suitable to load intended cargo without bagging/strapping/securing.
- Owners guarantee that vessel will be on a berth charter at the loadport(s). However, in case of congestion at the loadport(s), or any other reason for the vessel being delayed in berthing without the fault of the Owners/vessel, Master has the right to tender NOR whether in port or not, whether in berth or not, whether in free pratique or not, whether customs clearance or not, and normal laytime to apply as if she has been berthed.
- Owners guarantee that vessel will be on a berth charter at the discharge port. However, in case of congestion at the discharge port, or any other reason for the vessel being delayed in berthing without the fault of the Owners/vessel, Master has the right to tender NOR whether in port or not, whether in berth or not, whether in free pratique or not, whether customs clearance or not, and normal laytime to apply as if she has been berthed.
- Owners to verify themselves on any port restrictions both ends.
- Owners guarantee vessel's arrival draft is not to exceed 9.0m SW at Semerang.

Owners/Master and Charterers warrant that they will comply with all applicable laws, rules, regulations, decrees and/or official government orders to Anti-Bribery and Anti-Money Laundering, including the ones of their own jurisdiction and of the countries from and to which the cargo is shipped under this charter, and any jurisdiction through or to which funds are transmitted in performance of either party's obligations under this charter.

OWNERS:

Clause 47

If required and accepted by the Master, the safety of the vessel and/or place/berth whilst moored at loading place(s), vessel to hire sufficient standby tugs and assistance, which to be for Charterers account.

Clause 48

Tally men at discharge port, if required to be for Charterers/Receivers account.

Clause 49

Owners are to appoint agent as nominated by Charterers at both ends. Vessels normal and customary port charges at load and discharge port(s) to be for Owners' account.

Clause 50

Taxes/dues on vessel/freight to be for Owners account.
Taxes/dues on cargo to be for Charterers account both ends.

Clause 51

Cargo to be loaded in vessel's clear/unobstructed mainholds only, being clean suitable and available for the intended cargo and fully suitable for grab discharge.

Clause 52 - Gypsy Moth Clause

Owners confirm that the vessel has not called at Russian Far East ports ranging from Posyet to Olgo Bay, including Vladivostock, Nakhodka and Vostochny, and that there is no danger of the vessel being rejected entry and/or being delayed by the Australian authorities. In case this, however, does occur Charterers have the option to either cancel this Charter Party or to instruct the vessel to clean and present with all time/expense till the vessel is accepted being for the Owners account.

Clause 53

The master and crew to collaborate in all quay/pier movements necessary to accommodate shore loading/discharging equipment in the respective holds spaces, but any time used to count.

Clause 54 - Fumigation

Owners confirm and warrant that vessel and her appliances are fitted and/or suitable in all respect for fumigation on board and/or en route. After completion of loading, Charterers have the right to fumigate the cargo at Charterers account and laytime to count continuously.

Fumigation costs including reasonable crew meals, transportation and accommodation onshore to be for Charterers account, if the crew is required by the fumigation officer(s) and/or port authority, and/or applicable local or international rule or regulation to leave the vessel during fumigation. If requested by Charterers and/or recommended by fumigant company. Master is allowed, at his discretion and weather permitting to open hatches during sea passage and dispel fumigant prior to arrival at the first or sole discharge port.

Clause 55

A sailing telegram to be sent by the Master to Singapore on vessel leaving loading port, giving ship's name, call letters, sailing date and ports, exact quantity of cargo loaded and ETA at discharge port. Charterers need notice once vessel sailed from loading port.

Clause 56

Load port at 1/2 safe berth/anchorage(s) 1/2 safe port(s) always afloat Thevenard and/or Port Lincoln in Charterers option, such option by Charterers declared on nomination of vessel, second safe berth if optioned to be for Charterers' account and laytime to run continuously during any possible shifting.

Discharging port at 1/2 safe berth/anchorage(s) 1 safe port always afloat Semerang, second safe berth if optioned to be for Charterer's account and laytime to run continuously during any possible shifting.

Loadport and discharge port option to be declared in a timely manner without causing any delay or deviation to the vessel.

Clause 57

The cargo to be loaded at the average rate of 8,000 metric tons per weather working day Saturdays, Sundays and holidays excluded. Friday 5 pm or noon preceding legal/local holiday until Monday 8am or 8am next working day not to count unless used, if used, actual time used to count.

The cargo to be discharged at the average rate of 3,500 metric tons per weather working day Sundays and holidays excluded Saturdays. Saturday noon or noon preceding legal/local holiday until Mondays 8am or 8am next working day not to count unless used, if used, actual time used to count.

Laytime is non-reversible between load and discharge port and between loadports if optioned.

Clause 58

Vessel to be geared/gearless self-trimming single deck bulk carrier.

Owners guarantee that vessel is suitable for discharge by grabs of normal size.

Owners guarantee that vessel is fully P and I covered and her P and I Club us a member of the International Group of P and I Clubs and Owners guarantee vessel's class is a member of IACS and will remain so throughout the duration of this Charter Party.

Owners guarantee vessel is fully fitted for loading of grain according to national and international regulations.

Owners guarantee vessel holding valid certificate of financial responsibility and international tonnage certificate during the entire Charter Party period.

Owners warrant vessel is in all respects eligible for trading to the ports, places or countries specified in this Charter Party and that at all necessary time the vessel and/or Owners shall have valid certificates, records and other documents requirements required for such trade.

All documents/certificates to be valid/kept onboard by Owners including compliance with ISM regulations carrying an accredited SMS/ISM certificate issued by an international recognized classification society.

Clause 59

95 percent freight to be paid within 3 banking days after signing/releasing Bills of Lading marked "freight payable as per Charter Party". Balanced 5 percent freight to be settled together with demurrage/dispatch at load/discharge port if any, within 15 days after presentation of fax copy duly signed statement of face and NOR in case required, Bills of Lading to be marked 'freight prepaid', in which case, same to be signing/releasing upon Owners receipt of 100 percent freight into Owners nominated bank account.

Freight Rate:

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Clause 60

No option for intermediate cargo.

Clause 61

In case original Bills of Lading are not available at discharge port, Owners/Master to allow discharge against Charterers single LOI without bank endorsement as per Owners PNI Club form and wording.

Charterers to forward the signed LOI to Owners office latest 3 working days prior arrival at the discharge port.

Clause 62 - P&I Clause

All disputes from time to time arising out of the contract, shall unless the parties agree forthwith on a single arbitrator, be referred to the final Arbitrament of two Arbitrators carrying on business in London who shall be engaged in the shipping trade and be L.M.A.A. members, one to be appointed by each of the parties, with power to such Arbitrators to appoint a third Arbitrator. Any charter party dispute must be made in writing and the Arbitrator must be appointed within 12 (twelve) months after the final discharge and where this provision is not complied with the dispute shall be extinguished and cease to exist, No award shall be questioned or invalidated on the grounds that any of the Arbitrators is not qualified as above, unless objection to his acting be taken before the award is made.

Arbitration and General Average in London and English law to apply.

Clause 63

The Master is to sign Bills of Lading as presented based on shore figure/weight bridge without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master elects to delegate the signing of Bills of Lading to his agents, he shall give them such power of attorney in writing of agent's standard

form of authorization a copy of which is to be furnished to Charterers. Owners to release Bills of lading for cargo shipped on board for such quantity as may be required by Charterers prior to vessel's completion of loading against payment by Charterers of corresponding freight.

Clause 64

Clean mate's receipts to be signed for each parcel of cargo when on board and Master to sign Bills of Lading accordance therewith as requested by Charterers/Shippers or their Agents. Master is to reject any cargo that would involve the clauising of Mates receipts and/or Bills of Lading. Anytime required to replace unsound cargo is to be for Charterers time/risk/expense.

Clause 65

Any boycott of vessel due to vessels flag/ex-flag and/or class and/or Ownership/ex-ownership to be at Owners time/risk/expenses for the duration of this Charter Party.

Clause 66

Owners guarantee that the minimum terms and conditions of employment of the crew of the above vessel are now, or will be prior to presentation for loading, covered by an ITF agreement or a Bona Fide Trade Union agreement acceptable to the ITF and will remain so for the duration of this Charter Party.

Clause 67

Owners warrant that the vessel is entered and will remain fully covered for the duration of this Charter Party by first class P&I Club(s) and first class Hull and Machinery Insurer(s) Owners further warrant that all vessel's certificates required by National/International Law are valid and will remain for the duration of this Charter Party dated .

Clause 68

Owners warrant that vessel is able to safely sail between loading and discharging berths/anchorages as per vessel's approved grain loading booklet and being left in seaworthy trim as per Clause 22 of Norgrain 1973 Charter Party.

Clause 69

Owners guarantee that the vessel at all times has onboard valid deadweight and capacity plans including calibration and trim tables. Owners guarantee vessel is suitable for grab discharge.

Clause 70

No bareboat charter to be involved.

Clause 71

All negotiations and fixture are to be kept private and confidential.

Clause 72

Vessel is not to exceed her maximum tropical draft at discharge port. Lighterage/lightening if any, to be for Charterers/Shippers/Receivers account.

Clause 73

Separation other than natural is to be for Charterers' time/risk/expense.

In case two grades and cargo to be separated by vessels holds, vessel to be left in seaworthy condition and any reduced intake as a result of separation to be for Charterers account.

Clause 74

Owners is to satisfy themselves of any restrictions at load/discharge port.

Clause 75

Voywar 2004 to be governing war risk clause.

Clause 76

Claims for stevedore damages, if any, is to be settled directly between stevedores and Owners. In case Owners / Master are not able to settle their claim with stevedores in due time, then Charterers to assist Owners best possible in settlement of such a claim.

Clause 77 - USDA/NCB Clause

Owners guarantee that vessel free from Asian Gypsy Moth and never called CIS Pacific ports for last two years otherwise Owners to be responsible for any consequences caused therefrom. Furthermore Owners guarantee that vessel meets all AQIS/Australian customs and quarantine regulations.

Clause 78 - BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005

(a)(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.

(b)(i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.

(ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.

(c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, 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/MTSA.

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.

(d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

Clause 79

Full freight deemed earned upon cargo being loaded onboard discountless and now returnable vessel and/or cargo lost or not lost.

Clause 80

No bareboat charter to be involved.

Clause 81

Charterers to have to option to switch/split/change initial Bills of Lading against a single standard LOI in Owners P&I Club wording.

Charterers to held responsible for any risk, loss, liabilities, expenses or whatsoever for issuing new set of Bills of Lading, whereof 1st set Bills of Lading to be made null and void at load port agents office and the cancelled/null and void set to be sent to owners office by courier prior issuing a new set at no time are there to be 2 sets in circulation.

Clause 82 - Deleted

Clause 83

PRC and Australia to be include in war cancellation clause.

Clause 84 - ISM Clause

BIMCO STANDARD ISM CLAUSE FOR VOYAGE AND TIME CHARTERPARTIES

From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charterparty, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.

Except as otherwise provided in this Charterparty, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account."

Clause 85 - Claims

Charterers shall be discharged and released from all liability in respect of any claim or claims which Owners may have under this Charter Party and such claim shall be totally extinguished, unless such claims have been notified in detail to Charterers in writing accompanied by all available supporting documents (whether relating to liability or quantum or both) within 12 (twelve) months of completion of discharge of the appropriate cargo under this Charter Party.

Clause 86 - Double Banking Clause

- (a) The Charterers shall have the right, where and when it is customary and safe for vessels of similar size and type to do so, to order the Vessel to go, lie or remain alongside another vessel or vessels of any size or description whatsoever or to order such vessels to come and remain alongside at such safe dock, wharf, anchorage or other place for transshipment loading or discharging of cargo and/or bunkering.
- (b) The Charterers shall pay for and provide such assistance and equipment as may be required to enable any of the operations mentioned in this clause safely to be completed and shall give the Owners such advance notice as they reasonably can of the details of any such operations.
- (c) Without prejudice to the generality of the Charterers' rights under (a) and (b), it is expressly agreed that the Master shall have the right to refuse to allow the Vessel to perform as provided in (a) and (b) if in his reasonable opinion it is not safe so to do.
- (d) The Owners shall be entitled to insure any deductible under the Vessel's hull policy and the Charterers shall reimburse the Owners any additional premium(s) required by the Vessel's Underwriters and/or the cost of insuring any deductible under the Vessel's hull policy.
- (e) The Charterers shall further indemnify the Owners for any costs, damage and liabilities resulting from such operation. The Vessel shall remain on hire for any time lost including periods for repairs as a result of such operation.

Clause 87

Charterers guarantee that they are fully covered in respect of Charterers' P&I liabilities and Charterers' liability to hull etc for the duration of this charter party.

Name of Charterers' club/underwriters: Raets club

War Risks Clause for Voyage Chartering, 2004 (Code Name: VOYWAR 2004)

- (a) For the purpose of this Clause, the words:

(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "War Risks" shall include any actual, threatened or reported:

War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be

exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

(e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Contract of Carriage, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.

(f) The Vessel shall have liberty:-

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;

(vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.

(g) If in compliance with any of the provisions of sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.