



1. Shipbroker	RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) (To be used for trades for which no specially approved form is in force) CODE NAME: "GENCON" Part I
	2. Place and date Mannheim, 01/10/2024
3. Owners / Place of business (Cl. 1) Vertom Shipping & Trading B.V. Oever 7 3161 GR Rhoon The Netherlands	4. Charterers / Place of business (Cl. 1) EuroChem Group AG Baarerstr. 37 6300 Zug, Switzerland And see List of Affiliates
5. Vessel's name (Cl. 1) Tonnage to be nominated by see 3	6. GRT / NRT (Cl. 1) See rider clause
7. Deadweight cargo carrying capacity in tons (abt.) (Cl. 1) See rider clause	8. Present position (Cl. 1)
9. Expected ready to load (abt.) (Cl. 1) See rider clause	
10. Loading port or place (Cl. 1) 1-2 good and safe berths Antwerp, Belgium (Shipper's berth(s)-out of EuroChem and/or Euroports or Sde Havendok or SAMGA 1-2 good and safe berths Ghent 1-2 good and safe berths Terneuzen 1-2 good and safe berths Moerdijk	11. Discharging port or place (Cl. 1) See rider clause
12. Cargo (also state quantity and margin in Owners' option, if agreed: if full and completed cargo not agreed state "part cargo" (Cl. 1) Estimated quantity of about 320.000 metric tons up to about 350.000 metric tons (see further provisions under rider clause 37) 1-3 grades bulk Fertilizers or Feed Phosphates to be shipped in sizes as mentioned in rider clause and as per Charterer's/Receiver's requirements.	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) See rider clause	14. Freight payment (state currency and method of payment: also beneficiary and bank account) (Cl. 4) See rider clause
15. State if Vessel's cargo gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6) a) Laytime for loading See rider clause b) Laytime for discharging See rider clause c) Total laytime for loading and discharging
17. Shippers/Place of business (Cl. 6)	
18. Agents (loading) (Cl. 6) See rider clause	
19. Agents (discharging) (Cl. 6) See rider clause	
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) EUR 1,50 pmt loaded pdpr / free dispatch for vessels 2,000mts+ till 2,500mts+ EUR 1,25 pmt loaded pdpr / free dispatch for vessels 3,000mts+ till 5,000mts+ EUR 1,00 pmt loaded pdpr / free dispatch for vessels > 5,500mts	21. Cancelling date (Cl. 9) 22. General Average to be adjusted at (Cl. 12) Hamburg
23. Freight Tax (state if for the Owners' account (Cl. 13 (c)))	24. Brokerage commission and to whom payable (Cl. 15) 2.5% on f/d/d to EuroChem Group AG, Zug
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration) (if not filled in 19 (a) shall apply (Cl. 19) German Law, German Maritime Arbitration Association, Hamburg (a) State maximum amount for small claim/shortened arbitration (Cl. 19)	26. Additional clauses covering special provisions, if agreed.

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

Signature (Owners)	Signature (Charterers)
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1.	It is agreed between the party mentioned in Box 3 as the Owners of the Vessel	6. Laytime	
	named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline states in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that:	<i>* (a) Separate laytime for loading and discharging</i>	
	The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at Charterers' risk and responsibility) as stated in Box 12, which the Charterers being themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bill(s) of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.	The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. See clause 22+23	
2. Owners' Responsibility Clause	The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager.	<i>* (b) Total laytime for loading and discharging</i>	
	And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Owners or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.	The cargo shall be loaded and discharge within the number of total running days / hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. See clause 22+23	
3. Deviation Clause	The Vessel has liberty to call at any port or ports in any order, for any bunkering purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and / or property. Chtrts to be immediately informed of such an event.	<i>(c) Commencement of laytime (loading and discharging)</i>	
		Laytime for loading and discharging shall commence at 15.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 7 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at each discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19.	
4. Payment of Freight		If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/ discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/ discharging berth shall not count as laytime.	
		If, after inspection, the Vessel is found not to be ready in all respects to load/ discharge time lost after the discovery thereof until the Vessel is again ready to load/discharge shall not count as laytime.	
		Time used before commencement of laytime shall count.	
		<i>* Indicate alternative (a) or (b) as agreed, in Box 16.</i>	
5. Loading/Discharging Costs		7. Demurrage	
<i>(a) Costs/Risks</i>	The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners. The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed.	Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice.	
<i>(b) Cargo Handling Gear</i>	Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power — pro rata the total number of cranes/winches required at that time for the loading/discharging of cargo under this Charter Party — shall not count as laytime or time on demurrage. On request the Owners shall provide free of charge cranesmen/winchemen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Cranesmen/winchemen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall always work under the supervision of the Master.	In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the Vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.	
<i>(c) Stevedore Damage</i>	The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability. The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such	8. Lien Clause	
		The Owners shall have a lien on the cargo for freight and all sub-freight payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.	
		9. Cancelling Clause	
		(a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers have the option of cancelling this Charter Party.	
		(b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date.	
		Such option must be declared by the Charterers within 48 running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party is deemed to be amended such that the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date.	
		The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) of this Clause. If the vessel arrives after the agreed cancelling date and the vessel is not being cancelled by Charterers, time for waiting until commencement of loading operations not to count. The (delayed) vessel will be loaded as next one in turn.	
		10. Bill(s) of Lading	
		Bill(s) of Lading shall be presented and signed by the Master as per the "Congenbill" Bill(s) of Lading form, Edition 1994, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by the Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of Bill(s) of Lading as presented to the extent that the terms or contents of such Bill(s) of Lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.	
		11. Both-to-Blame Collision Clause	
		If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other on non-carrying vessel or her owners to the owners of said	

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damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.		86	cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners.	173
		87	The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.	174
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12. General Average and New Jason Clause		178	persons on board the Vessel to War Risks; provided always that if this	270
General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).		179	Contract of Carriage provides that loading or discharging is to take place within a range or 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	271
If General Average is to be adjusted 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 consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo shippers, consignees or the owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving Vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving Vessel or Vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo shippers, consignees of owners of the goods to the Owners before delivery.”		180	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.	272
		181	The Owners shall not be required to continue to load cargo for any voyage, or to sign Bill(s) 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.	273
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13. Taxes and Dues Clause - See also rider clause.		199		291
(a) <i>On Vessel</i> – The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.		200		292
(b) <i>On cargo</i> – The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.		201		293
(c) <i>On freight</i> – Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.		202		294
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14. Agency		207		299
In every case the Owners shall appoint <u>his own</u> Agent both at the port of loading and the port of discharging as nominated by Charterer. See rider clause.		208		300
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15. Brokerage		210		303
A brokerage commission at the rate stated in Box 24 on the freight, deadfreight and demurrage earned is due to the party mentioned in Box 24.		211		304
In case of non-execution at least 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.		212		305
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16. General Strike Clause		217		313
(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.		218	(5)	314
(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at and end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill(s) of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.		219		315
(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.		220		316
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17. War Risks (“Voywar 1993”)		247		343
(1) For the purpose of this Clause, the words:		248		344
(a) The “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		249		345
(b) “War Risks” shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all Vessels or imposed selectively against Vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.		250	18. Port of loading	346
(2) If at any time before the Vessel commences loading, it appears that, in the		251	(a) In the event of the loading port being inaccessible by reason of ice when the Vessel is ready to proceed from her last port or at any time during the voyage or on Vessel's arrival or incase frost sets in after Vessel's arrival, the Master for fear of being frozen in it at liberty to leave without cargo, and this Charter Party shall be null and void.	347
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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	264 265 266 267 268 269	Party. (c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section (b) or to declare the Charter Party null and void unless Charterers agree to load full cargo at the open port.	360 361 362 363 364 365
<i>Port of discharge</i>	366		
(a) Should ice prevent Vessel from reaching port of discharge the Charterers shall have the option of keeping Vessel waiting until the re-opening of navigation and paying demurrage, or 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 Master or the Owners have given notice to Charterers of the impossibility of reaching port of destination.	367 368 369 370 371 372 373		
(b) 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 accessible port where she can safely discharge.	374 375 376		
(c) On delivery of the cargo at such port, all conditions of the Bill(s) of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	377 378 379 380 381		
19. Law and Arbitration - See rider clause	382		
* (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.	383 384 385 386 387 388 389 390 391 392 393		
For disputes where the total claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.	394 395 396 397		
* (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc..	398 399 400 401 402 403 404 405 406		
For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc..	407 408 409 410		
* (c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.	411 412 413		
(d) If Box 25 in Part I is not filled in, sub-clause (a) of this Clause shall apply.	414		
* (a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.	415		
* * Where no figure is supplied in Box 25 in Part i, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.	416 417		