

AMERICANIZED WELSH COAL CHARTER
APPROVED BY
ASSOCIATION OF SHIP BROKERS & AGENTS (U.S.A.), INC.
NEW YORK--1953; AMENDED 1979.

Geneva,....., 49

- 1 It is this day mutually agreed, BETWEEN
2 Owner of the Steamship/Motorship
3 of , built at of
4 tons net register, or thereabouts, and about tons total deadweight inclusive of bunkers, classed
5 in length overall beam
6 draft now
7 and Charterer;
8 1. That the said vessel being tight, staunch and strong, and in every way fitted for the voyage, shall, with all possible dis-
9 patch, sail and proceed to
10 and there load, always afloat, in the customary manner from the Charterer, in such dock
11 as may be ordered by him, a full and complete cargo of coal not exceeding tons nor less than
12 tons, quantity at Vessel's option, and not exceeding what she can reasonably stow and carry,
13 over and above her tackle, apparel, provisions and furniture; and being so loaded, shall therewith proceed, with all possible dispatch, to
14 or so near thereunto as she can safely get, and there deliver her cargo alongside any wharf and/or vessel and/or craft, as ordered,
15 where she can safely deliver, always afloat, on being paid freight at the rate of
16 U.S. currency per ton of 1,000 kilos on bill of lading quantity. The Owner shall furnish, if
17 required, a statutory declaration by the master and other officers that all cargo received on board has been delivered. The freight
18 is in full of loading, dumping and trimming, and all port charges, pilotages, agency fees and consulages on the vessel. All wharfage
19 dues on the cargo to be paid by the Charterer.
20 2. The FREIGHT is to be paid
21 3. Notice of approximate quantity of cargo required and of vessel's expected date of arrival at port of loading to be given to
22 Charterer or his agents at least days in advance.
23 4. The Cargo to be loaded into vessel
24 weather working day(s) of 24 consecutive hours,
25 (excluding bunkering time, Sundays, custom house, colliery, legal and/or local holidays, and from noon on Saturday or the day
26 previous to any such holiday to 7 a.m. on Monday or the day after any such holiday, unless used in which event only time actually
27 used in loading cargo to count) commencing 24 hours after vessel tenders and is ready to load, unless sooner worked, whereupon time
28 is to commence and written notice is given of the vessel's being completely discharged of inward cargo and ballast in all her holds
29 and ready to load, such notice to be given between business hours of 9 a.m. and 5 p.m., or 9 a.m. and 1 p.m. on Saturdays. Any time
30 lost through riots, strikes, lockouts, or any dispute between masters and men, occasioning a stoppage of pitmen, trimmers or other
31 hands connected with the working or delivery of the coal for which the vessel is stemmed, or by reason of accidents to mines or
32 machinery, obstructions, embargo or delay on the railway or in the dock; or by reason of fire, floods, frosts, fogs, storms or any cause
33 whatsoever beyond the control of the Charterer affecting mining, transportation, delivery and/or loading of the coal, not to be com-
34 puted as part of the loading time (unless any cargo be actually loaded during such time). In the event of any stoppage or stoppages
35 arising from any of these causes continuing for the period of six running days from the time of the vessel's being ready to load, this
36 Charter shall become null and void; provided, however, that no cargo shall have been shipped on board the vessel previous to such stop-
37 page or stoppages. In case of partial holiday, or partial stoppage of colliery, collieries or railway from any or either of the aforementioned
38 causes, the lay-days to be extended proportionately to the diminution of output arising from such partial holiday or stoppage. If
39 longer detained, Charterer to pay U.S. Currency per running day (or pro rata for part thereof)
40 demurrage. If sooner dispatched, vessel to pay Charterer or his agents U.S. Currency per day (or pro rata
41 for part thereof) dispatch money for time saved. No deduction of time shall be allowed for stoppage, unless due
42 notice be given at the time to the master or Owner.
43 5. If any dispute or difference should arise under this Charter, same to be referred to three parties in the City of New York, one
44 to be appointed by each of the parties hereto, the third by the two so chosen, and their decision, or that of any two of them, shall
45 be final and binding, and this agreement may, for enforcing the same, be made a rule of Court. Said three parties to be commercial
46 men.
47 6. The cargo to be loaded, dumped and trimmed by men appointed by the Charterer at the tariff rate of the port at vessel's
48 expense.
49 7. The bills of lading shall be prepared in accordance with the dock or railway weight and shall be endorsed by the master,
50 agent or Owner, weight unknown, freight and all conditions as per this Charter, such bills of lading to be signed at the Char-
51 terer's or shipper's office within twenty-four hours after the vessel is loaded. Master shall sign a certificate stating that the
52 weight of the cargo loaded is in accordance with railway weight certificate. Charterer is to hold Owner harmless should any
53 shortage occur.
54 8. The Act of God, the king's enemies, restraints of princes and rulers, and perils of the sea excepted. Also fire, barratry of
55 the master and crew, pirates, collisions, strandings and accidents of navigation, or latent defects in or accidents to, hull and/or
56 machinery and/or boilers always excepted, even when occasioned by the negligence, default or error in judgment of the pilot, master,
57 mariners or other persons employed by the shipowner, or for whose acts he is responsible, not resulting, however, in any case from

58 want of due diligence by the Owner of the ship, or by the ship's husband or manager. Charterer not answerable for any negligence,
 59 default, or error in judgment of trimmers or stevedores employed in loading or discharging the cargo. The vessel has liberty to call
 60 at any ports in any order, to sail without pilots, to tow and assist vessels in distress, and to deviate for the purpose of saving life or
 61 property, and to bunker.

62 9. The cargo to be discharged by consignee at port of discharge, free of expense and risk to the vessel, at the average rate of
 63 tons per day , weather permitting, Sundays and holidays and after noon on Saturdays excepted provided
 64 vessel can deliver it at this rate. If longer detained, consignee to pay vessel demurrage at the rate of U.S. currency
 65 per running day (or pro rata for part thereof). If sooner dispatched, vessel to pay Charterer or his agents U.S cur-
 66 rency per day (or pro rata for part thereof) dispatch money for time saved. Time to commence twenty-four (24)
 67 hours, Sundays and holidays excepted, after vessel is ready to unload and written notice given, whether in berth or not, even if vessel
 68 is already on demurrage, and the time allowable for discharging to be calculated on the basis of the bill of lading quantity. In case
 69 of strikes, lockouts, civil commotions, or any other causes or accidents beyond the control of the consignee which prevent or delay
 70 the discharging, such time is not to count unless the vessel is already on demurrage.

71 10. Notice at port of discharge to be given in writing to consignee's agent on working days between the hours of 9 a.m. and
 72 5 p.m., and 9 a.m. and noon on Saturdays.

73 11. Shifting time from anchorage place to loading or discharging berth is not to count even if vessel is already on demurrage.

74 12. Opening and closing of hatches at commencement and completion of loading and discharging shall be for Owner's account
 75 and time used is not to count.

76 13. Lighterage, if any, at discharge port to be at the risk and expense of consignees and time used to count as laytime.

77 14. In case of average, the same to be settled according to York/Antwerp Rules 1974. Should the vessel put into any port or
 78 ports leaky or with damage, the captain or Owner shall, without delay, inform the Charterer thereof. Captain to telegraph Charterer
 79 in case of putting in anywhere.

80 15. Vessel not to tender before 9 a.m. on and if vessel be not ready at loading port as ordered
 81 before 9 a.m. on , or if any wilful misrepresentation be made respecting the size, position or state of
 82 the vessel, Charterer to have the option of cancelling this Charter, such option to be declared on notice of readiness being given.

83 16. Vessel to be consigned to agents at port of loading, and to agents at port
 84 of discharge.

85 17. Overtime is to be for account of party ordering same. However, if ordered by port authorities, same is to be for Charterer's
 86 account Officers' and crew overtime expenses to be for Owner's account.

87 18. Extra insurance, if any, due to vessel's age, flag, classification or ownership shall be for Owner's account.

88 19. No cargo is to be loaded in deeptanks or similar places inaccessible to reach by grabs.

89 20. Any damage by stevedores shall be settled directly between Owner and stevedores.

90 21. Owner shall, at his risk and expense, comply with all applicable rules, regulations and laws relevant to water and/or air
 91 pollution at ports of loading and discharging. In cases where vessel calls at a U.S. port, Owner warrants to have secured and carry
 92 on board the vessel a Certificate of Financial Responsibility as required under U.S. law.

93 22. All bills of lading shall include the following three clauses:

94 NEW JASON CLAUSE: In the event of accident, danger, damage or disaster before or after commencement of the voyage,
 95 resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier
 96 is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute
 97 with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be
 98 made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

99 If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such salving ship or ships belonged
 100 to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods, and
 101 any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to
 102 the carrier before delivery.

103 CLAUSE PARAMOUNT: This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act
 104 of the United States, approved April 16th, 1936, which shall be deemed to be incorporated herein, and nothing herein contained
 105 shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or
 106 liabilities under said Act. If any terms of this bill of lading be repugnant to said Act to any extent, such term shall be void to
 107 that extent but no further.

108 NEW BOTH-TO-BLAKE COLLISION CLAUSE: If the ship comes into collision with another ship as a result of the
 109 negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the
 110 navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all
 111 loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to,
 112 or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the
 113 owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim
 114 against the carrying ship or carrier.

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

117 23. PROTECTION & INDEMNITY BUNKERING CLAUSE: The vessel in addition to all other liberties shall have liberty as
 118 part of the contract voyage and at any stage thereof to proceed to any port or ports whatsoever whether such ports are on or off
 119 the direct and/or customary route or routes to the ports of loading or discharge named in this Charter and there take oil bunkers in
 120 any quantity in the discretion of Owners even to the full capacity of fuel tanks, deep tanks and any other compartment in which
 121 oil can be carried whether such amount is or is not required for the chartered voyage.

- 122 24. C.S.U.K. WAR RISKS CLAUSES 1 & 2: No bills of lading to be signed for any blockaded port and if the port of dis-
123 charge be declared blockaded after bills of lading have been signed, or if the port to which the ship has been ordered to discharge
124 either on signing bills of lading or thereafter be one to which the ship is or shall be prohibited from going by the government of
125 the nation under whose flag the ship sails or by any other government, the Owner shall discharge the cargo at any other port covered
126 by this Charter Party as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above men-
127 tioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally
128 ordered.
- 129 The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destina-
130 tion, delivery or otherwise howsoever given by the government of the nation under whose flag the vessel sails or any department
131 thereof, or any person acting or purporting to act with the authority of such government or of any department thereof, or by any
132 committee or person having, under the terms of the war risks insurance on the ship the right to give such orders or directions and
133 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
134 a deviation, and delivery in accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight
135 shall be payable accordingly.
- 136 25. Charterer shall have the privilege of transferring part or whole of the Charter Party to others, Charterer guaranteeing to the
137 Owner due fulfillment of this Charter Party.
- 138 26. The Charterer's liability shall cease as soon as the cargo is shipped, and the freight, dead freight and demurrage in loading
139 (if any) are paid, the Owner having a lien on the cargo for freight, demurrage and average.
- 140 27. Penalty for non-performance of this agreement, proved damages, not exceeding the estimated amount of freight.
- 141 28. An address commission of percent on the gross amount of freight, dead freight and demurrage is due by the vessel
142 and Owner to the Charterer on payment of freight.
- 143 29. A commission of percent on the gross amount of freight, dead freight and demurrage is due on payment
144 of freight by the vessel and Owner to .

THE OWNERS:

THE CHARTERERS:

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