

CONTINENT GRAIN CHARTERPARTY

Code name: "SYNACOMEX 2000"

Adopted PARIS 1957 by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉRALES
amended 1960, 1974, 1990 and 2000 in agreement with COMITÉ CENTRAL DES ARMATEURS DE FRANCE
in cooperation with Chambre Arbitrale Maritime de Paris and the French Chartering and S. & P. Brokers' Association

PART I

1. Shipbroker(s) Spliethoff's Bevrachtingskantoor B.V. Radarweg 36 1042 AA Amsterdam	2. Place and date of Charter Party Amsterdam, 23rd November 2016 MG/MG 6104
3. Owners and place of business (state full style and address) (Cl. 1) Athina P Shipping Inc, Liberia	4. Charterers and place of business (state full style and address) (Cl. 1) Cargill PLC, Witham St Hughs
5. Vessel's name (Cl. 1) Athina P flag / built / class: Liberia / 1995 / NKK NT / GT: 1587 / 2735 summer DWT Last 3 cargoes : Woodpellets / Ferronickel / Ferts	6. First layday date (Cl. 6) 29th November 2016 Cancelling date (Cl. 6) 30th November 2016, 23.59hrs
8. Loading port(s) (Cl. 2) 1 / 2 safe berth(s) Avonmouth a) Always afloat or safely aground (*) b) "safely aground" (*)	9. Advance notices (Cl. 7) - at load port to: Agents and Cargill Amsterdam (amst.coaster@cargill.com)
10. Discharging port(s) (Cl. 3) 1 / 2 safe berth(s) Ghent a) Always afloat or safely aground (*) b) "safely aground" (*)	- at discharging port: number of days / to: Agents and Cargill Amsterdam (amst.coaster@cargill.com)
11. Cargo nature and quantities (Cl. 2) 3.000 metric tons 5 percent more or less in Owners' option of Barley in bulk stowing about 52 cft / mt without guarantee a) No bags (*) b) Maximum in bags for stowage (*)	12. Freight rate (Cl. 4) Euro € 14.75 per metric ton intaken quantity free in / out spout and / or grab trimmed
13. Freight rate payment (state currency and method of payment, beneficiary and bank account) (Cl. 4) See part II clause 4 and additional rider clause 33 The freight is to be paid in Amsterdam via Spliethoff's Bevrachtingskantoor B.V., Amsterdam for transfer to Owners	14. Loading rate (Cl. 5) 1.5 weather working days of 24 consecutive hours Saturdays, Sundays and holidays excluded
	15. Discharging rate (Cl. 5) 1.500 metric tons per weather working day of 24 consecutive hours Saturdays, Sundays and holidays excluded
	16. Demurrage / Despatch money (Cl. 9) Euro 3.000,- / Free despatch both ends
17. Agents at loading port(s) (Cl. 13) Charterers' Agent	18. Agents at discharging port(s) (Cl. 13) Cargill
19. Extra insurance, maximum (Cl. 14)	20. Brokerage commission and to whom payable (Cl. 15) 1.25 per cent to Spliethoff's Bevrachtingskantoor B.V.
21. Address Commission (Cl. 16) 2.5 per cent	a) Deductible (*) b) Non-deductible (*)
22. Numbers of the additional clauses covering special provisions, if any agreed Clauses 29 to 52 , as attached, are deemed to be incorporated in this Charterparty	

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II including additional clauses if any agreed and stated in Box 22. 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 but no further.

For the Owners and on behalf of both parties :

Spliethoff's Bevrachtingskantoor B.V., Amsterdam
A. Akker Dep. Director Chartering Dept. as Agents only

For the Charterers

(*) Delete as appropriate; if no deletion, alternative a) to apply.



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1. Owners, Charterers

It is this day agreed between the party designated in Box 3, Owners of the Vessel named and described in Box 5, being now in position and expected ready to load as mentioned in Box 7, and the party designated in Box 4 as Charterers, THAT

2. Loading Port(s) and Cargo

The said Vessel being tight, staunch and in every way fit for the voyage, shall with all convenient speed proceed to the place designated in Box 8, which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel and there load always afloat, unless or "safely aground" has been specifically agreed in Box 8, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Shippers may direct a full and complete cargo of wheat and/or maize and/or rye and/or barley as described in Box 11, in metric tons (5 % more or less in Owners' option) in bulk. Shippers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account. Owners shall provide and install at their risk and expense and on their time all that is required for safe stowage of grain according to local and international regulations. The cargo shall not exceed what the Vessel can reasonably stow and carry over and above her bunkers, apparel, stores, provisions and accommodation. The whole cargo shall be carried and stowed under deck in unobstructed main holds. All cargo on board to be delivered.

Furthermore, if stowage bags have been specifically agreed, the following shall apply:

Charterers shall supply for stowage purposes a quantity of bagged cargo not exceeding the quantity specified in Box 11, which shall be stowed at their risk and expense. The number of bags signed for on Bills of Lading to be binding on Vessel and Owners, unless error or fraud be proved.

3. Discharging Port(s)

Being so loaded, the Vessel shall proceed with all convenient speed direct to the place designated in Box 10, which in case of named port(s) Owners acknowledge as safe and suitable for this Vessel, and there discharge the cargo always afloat, unless or "safely aground" has been specifically agreed in Box 10, in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Receivers may direct. Receivers have the option of using a second safe berth. The time for shifting between the two berths shall count as laytime, but shifting expenses shall be for Vessel's account.

4. Freight

The freight agreed under this Charter Party shall be as stated in Box 12, per metric ton on nett Bill of Lading weight and shall be deemed earned as cargo is loaded on board, prepaid discountless and non-returnable, Vessel and/or cargo lost or not lost. (see clause 33)

The freight shall be paid as specified in Box 13.

All charges and dues levied on the cargo shall be for Charterers' account and those levied on the Vessel howsoever assessed shall be for Owners' account.

5. Loading and Discharging

Cargo shall be loaded, spout/**grab**-trimmed and/or stowed at the risk and expense of Shippers/Charterers at the average rate stated in Box 14, weather permitting.

Cargo shall be discharged at the risk and expense of Receivers/Charterers at the average rate stated in Box 15, weather permitting. **Time for loading/discharging to be non reversible**

Stowage shall be under Master's direction and responsibility. Shippers' and/or Charterers' representatives have the right to be on board the Vessel during loading, discharging or lightering for the purpose of inspecting the

1	cargo and/or weighing. Charterers and Owners are allowed to work overtime, such expenses shall be for account of the party ordering same. If ordered by Port Authorities, overtime shall be for Charterers' account. Overtime services rendered by ship's crew shall be in all cases for Owners' account. Opening / closing of hatches to be for Owners' time and expenses.	68
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10	At port of loading laytime shall not count before 08.00 hours on the layday date stated in <u>Box 6</u> and in any case not before the date notified by the 10 days notice as per <u>Clause 7</u> .	77
11	Should the Vessel's notice of readiness not be validly tendered as per <u>Clause 8</u> before 09.00 hours on the cancelling date stated in <u>Box 6</u> , Charterers shall have the option of cancelling this charter at any time thereafter, but not later than one four hours after the notice is validly tendered.	78
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18	Master and/or Owners shall give 10 days and thereafter 5 Days on fixing, whereafter every 24 hours , notice of Vessel's expected readiness to load to the party designated in <u>Box 9</u> .	85
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20	Master and/or Owners shall give every 24 hours notice of Vessel's Expected Time of Arrival (ETA) at discharging port as specified in <u>Box 9</u> .	87
21	Master and/or Owners shall give the relevant parties prompt advice of any substantial change in Vessel's ETA at loading and at discharging ports.	88
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30	Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or by any means of tele-communication at the offices of Shippers/Charterers/ Receivers or their Agents between 08.00 and 17.00 hours on all days except Saturdays, Sundays and Holidays. No notice of readiness to be given before commencement of laydays and between 08. 00 hours and 12. 00 hours on Saturdays unless a Holiday . Such notice of readiness shall be delivered when Vessel is in the loading or discharging berth and in all respects ready to load/discharge. At loading port Shippers/ Charterers or their Agents have the privilege to inspect Vessel's holds and reject the notice when holds are not clean, dry, odourless and in all respects ready to receive the cargo.	97
31	In case of dispute, an independent surveyor shall decide about Vessel's readiness to load, the party in the wrong bearing the costs. If the rejection of notice of readiness is undisputed or confirmed by surveyor the laytime will only start to count after the Vessel has validly tendered again when ready.	98
32	Only when the loading and/or discharging berth is unavailable, Master may warrant that the Vessel is in all respects ready and may tender notice of readiness to load and/or discharge from any usual waiting place, whether in port or not, whether in free pratique or not, whether customs cleared or not. (see clause 45)	99
33	Laytime shall commence at 14.00 hours if notice of readiness to load and/or discharge is validly tendered at or before 12.00 hours and at 08.00 hours on the next working day if notice of readiness is validly tendered after 12.00 hours . Time used before commencement of laytime shall not count. Laytime shall not count between Friday 17.00 hours until Monday 08.00 hours 12.00 hours on Saturdays or 17.00 hours on days preceding a Holiday and 08.00 hours on the following working day, even if unless used in which case half time actually used shall count .	100
34	Any delays caused by ice, floods, quarantine, or by cases of "force majeure" shall not count as laytime unless the Vessel is already on demurrage.	101
35	When Master has tendered notice of readiness to load or discharge from a waiting place and Vessel is subsequently	102
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found unready in application of the above provisions, laytime or time on demurrage shall not count from the time the Vessel is rejected until the time she is accepted. Additionally, any actual time lost on account of Vessel's obtaining free pratique or customs clearance shall not count as laytime or time on demurrage.

At second or subsequent port(s) of loading or discharging, laytime or time on demurrage shall resume counting from Vessel's arrival at loading or discharging berth, if available, or from Vessel's arrival at a usual waiting place, if berth is unavailable.

At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage.

9. Demurrage, Despatch Money

Demurrage is payable by Charterers at the rate stated in [Box 16](#) per day of 24 consecutive hours or pro rata. [Owners shall pay to Charterers despatch money for laytime saved in loading/discharging at the rate stated in Box 16 per day of 24 consecutive hours or pro rata.](#)

10. Seaworthy Trim

If ordered to be loaded or discharged at more than one berth and/or port, the Vessel is to be left in seaworthy trim to Master's reasonable satisfaction for the passage between berths and/or ports at Shippers'/Charterers'/Receivers' expense, and time used for placing Vessel in seaworthy trim shall count as laytime or time on demurrage.

11. Fumigation

Charterers have the liberty to fumigate the cargo on board at loading and discharging port(s) or places en route at their risk and expense. Charterers are responsible for ensuring that Officers and Crew as well as all other persons on board the Vessel during and after the fumigation are not exposed to any health hazards whatsoever. Charterers undertake to pay Owners all necessary expenses incurred because of the fumigation and time lost thereby shall count as laytime or time on demurrage. When fumigation has been effected at loading port and has been certified by proper survey or by a competent authority, Bills of Lading shall not be claused by Master for reason of insects having been detected in the cargo prior to such fumigation.

12. Lights and Gear

Whenever required, Vessel shall supply free use of lights as on board but sufficient to carry on night work. Provided described as geared, Vessel, whenever required, shall supply free use of all cargo handling gear on board, in good working order, with the necessary power, and of runners, ropes and slings as on board. Shore hands shall be used to drive the gear, at Shippers'/Charterers'/ Receivers' account. Any time actually lost on account of breakdown of Vessel's gear shall not count as laytime or time on demurrage and any stevedore standby time charges incurred thereby shall be for Owners' account.

13. Agencies

At loading port, Vessel shall be consigned to the Agents designated in [Box 17](#).

At discharging port, Vessel shall be consigned to the Agents designated in [Box 18](#).

14. Extra Insurance

Extra insurance on cargo due to Vessel's age and/or flag and/or class shall be for [Owners' account but limited to the amount specified in Box 19; such extra insurance shall be covered by Charterers for Owners' account and shall be deducted from settlement of freight.](#)

133	15. Brokerage	196
134	A brokerage commission as stated in Box 20 on the gross amount of freight, deadfreight and demurrage earned, is due to the party(ies) designated in Box 20 and is deductible from same unless "non-deductible" has been specifically agreed.	197
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140	16. Address Commission	202
141	An address commission as stated in Box 21 on the gross amount of freight, deadfreight and demurrage earned is due to Charterers and is deductible from freight, deadfreight and demurrage.	203
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146	17. ISM Clause	207
147	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 Charter Party, 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.	208
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161	18. Bills of Lading	221
162	The Master is to sign clean Bills of Lading as presented without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master delegates the signing of Bills of Lading to his Agents, he shall give them authority to do so in writing, copy of which is to be furnished to Charterers. (see cl 50)	222
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172	19. Relet	231
173	Charterers have the right to relet all or part of this Charter Party, they remaining responsible for its due fulfilment.	232
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176	20. Deviation	234
177	Deviation in saving or attempting to save life or property at sea or for bunkering purposes or any other reasonable deviation shall not be deemed an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.	235
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183	21. Lien Clause and cesser clause	240
184	The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charter Party. Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight and demurrage, but only to such extent as Owners have been unable to obtain payment there of by exercising the lien on the cargo, and except for all other provided for in this Charterparty where the Charterers' responsibility is specified.	241
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189	22. Responsibilities and Immunities	244
190	Except as otherwise provided and stipulated in this Charter Party, it is hereby expressly agreed that this Charter Party shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as enacted in the country of shipment. These rules shall apply to any Bill of Lading issued under this Charter Party.	245
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When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - The Hague - Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply.

The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel.

Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.

23. Amended General Ice Clause

Port of Loading

a) In the event of the loading port being inaccessible by reason of ice when Vessel is ready to proceed from her last port or at any time during the voyage or on Vessel's arrival or in case frost sets in after Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.
b) If during the 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 or ports with option of completing cargo for Owner's benefit to any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per Charter 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 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 this Charter Party null and void unless Charterers agree to load full cargo at the open port.

Port of Discharge

a) Should ice prevent Vessel from reaching port of discharge, Receivers shall have the option of keeping Vessel waiting until the reopening 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 Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.
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.
c) On delivery of the cargo at such port, all conditions of the Bill 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

<p>253 proportion.</p> <p>254</p> <p>255</p> <p>256</p> <p>257</p> <p>258</p> <p>259</p> <p>260</p> <p>261</p> <p>262</p> <p>263</p> <p>264</p> <p>265</p> <p>266</p> <p>267</p> <p>268</p> <p>269</p> <p>270</p> <p>271</p> <p>272</p> <p>273</p> <p>274</p> <p>275</p> <p>276</p> <p>277</p> <p>278</p> <p>279</p> <p>280</p> <p>281</p> <p>282</p> <p>283</p> <p>284</p> <p>285</p> <p>286</p> <p>287</p> <p>288</p> <p>289</p> <p>290</p> <p>291</p> <p>292</p> <p>293</p> <p>294</p> <p>295</p> <p>296</p> <p>297</p> <p>298</p> <p>299</p> <p>300</p> <p>301</p> <p>302</p> <p>303</p> <p>304</p> <p>305</p> <p>306</p> <p>307</p> <p>308</p> <p>309</p> <p>310</p> <p>311</p> <p>312</p> <p>313</p> <p>314</p> <p>315</p> <p>316</p>	<p>317</p> <p>318</p> <p>319</p> <p>320</p> <p>321</p> <p>322</p> <p>323</p> <p>324</p> <p>325</p> <p>326</p> <p>327</p> <p>328</p> <p>329</p> <p>330</p> <p>331</p> <p>332</p> <p>333</p> <p>334</p> <p>335</p> <p>336</p> <p>337</p> <p>338</p> <p>339</p> <p>340</p> <p>341</p> <p>342</p> <p>343</p> <p>344</p> <p>345</p> <p>346</p> <p>347</p> <p>348</p> <p>349</p> <p>350</p> <p>351</p> <p>352</p> <p>353</p> <p>354</p> <p>355</p> <p>356</p> <p>357</p> <p>358</p> <p>359</p> <p>360</p> <p>361</p> <p>362</p> <p>363</p> <p>364</p> <p>365</p> <p>366</p> <p>367</p> <p>368</p> <p>369</p> <p>370</p> <p>371</p> <p>372</p> <p>373</p> <p>374</p> <p>375</p> <p>376</p> <p>377</p> <p>378</p> <p>379</p> <p>380</p> <p>381</p>
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24. Amended Centrocon Strike Clause

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 Lockout 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 money 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.

25. General Average and New Jason Clause

General average shall be adjusted according to the York-Antwerp Rules 1994 or any subsequent modification thereof, but 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 consequence 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 ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships 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"

and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.

26. Both-to-Blame Collision Clause

If the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following Clause shall apply:

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

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<p>other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.</p> <p>The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact" and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.</p> <p>27. War risks ("Voywar-1993") (see clause 48)</p> <p>a) For the purpose of this Clause, the words:</p> <p>(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</p> <p>(ii) "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.</p> <p>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 Charter Party, 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 Charter Party, 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 Charter Party 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 Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.</p> <p>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</p>	<p>382 at any safe port of their choice (including the port of loading) 448 383 in complete fulfilment of the Charter Party. The Owners shall 449 384 be entitled to recover from the Charterers the extra expenses 450 385 of such discharge and, if the discharge takes place at any 451 386 port other than the loading port, to receive the full freight as 452 387 though the cargo had been carried to the discharging port 453 388 and if the extra distance exceeds 100 miles, to additional 454 389 freight which shall be the same percentage of the freight 455 390 contracted for as the percentage which the extra distance 456 391 represents to the distance of the normal and customary 457 route, the Owners having a lien on the cargo for such 458 expenses and freight 459 392 d) If at any stage of the voyage after the loading of the 460 393 cargo commences, it appears that, in the reasonable 461 394 judgement of the Master and/or the Owners, the Vessel, 462 395 her cargo, crew or other persons on board the Vessel may 463 396 be, or are likely to be, exposed to War Risks on any part of 464 397 the route (including any canal or waterway) which is normally 465 398 and customarily used in a voyage of the nature contracted 466 399 for, and there is another longer route to the discharging 467 400 port, the Owners shall give notice to the Charterers that 468 401 this route will be taken. In this event the Owners shall be 469 402 entitled, if the total extra distance exceeds 100 miles, to 470 403 additional freight which shall be the same percentage of 471 404 the freight contracted for as the percentage which the extra 472 405 distance represents to the distance of the normal and 473 406 customary route. 474 407 e) The Vessel shall have liberty:- 475 408 (i) to comply with all orders, directions, recommendations 476 409 or advice as to departure, arrival, routes, sailing in convoy, 477 410 ports of call, stoppages, destinations, discharge of cargo, 478 411 delivery or in any way whatsoever which are given by the 479 412 Government of the Nation under whose flag the Vessel sails, 480 413 or other Government to whose laws the Owners are subject, 481 414 or any other Government which so requires, or any body or 482 415 group acting with the power to compel compliance with their 483 416 orders or directions; 484 417 (ii) to comply with the orders, directions or recom- 485 418 mendations of anywar risks underwriters who have the 486 419 authority to give the same under the terms of the war risks 487 420 insurance; 488 421 (iii) to comply with the terms of any resolution of the Security 489 422 Council of the United Nations, any directives of the European 490 423 Community, the effective orders of any other Supranational 491 424 body which has the right to issue and give the same, and 492 425 with national laws aimed at enforcing the same to which 493 426 the Owners are subject, and to obey the orders and 494 427 directions of those who are charged with their enforcement; 495 428 (iv) o-discharge at any other port any cargo or part thereof 496 429 which may render the Vessel liable to confiscation as a 497 430 contraband carrier; 498 431 (v) to call at any other port to change the crew or any part 499 432 thereof or other persons on board the Vessel when there is 500 433 reason to believe that they may be subject to internment, 501 434 imprisonment or other sanctions; 502 435 (vi) where cargo has not been loaded or has been 503 436 discharged by the Owners under any provisions of this 504 437 Clause, to load other cargo for the Owners' own benefit 505 438 and carry it to any other port or ports whatsoever, whether 506 439 backwards or forwards or in a contrary direction to the 507 440 ordinary or customary route. 508 441 f) If in compliance with any of the provisions of sub-clauses 509 442 b) to e) of this Clause anything is done or not done, such 510 443 shall not be deemed to be a deviation, but shall be 511 444 445 446 447</p>
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PART II
"SYNACOMEX 2000" Continent Grain Charterparty

considered as due fulfilment of the Charter Party.

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28. Arbitration (see clause 49)

Any dispute arising out of the present contract shall be referred to Arbitration at "Chambre Arbitrale Maritime de Paris - 16 rue Daunou - 75002 Paris". The decision rendered according to the rules of Chambre Arbitrale and according to French Law shall be final and binding upon both parties. The right of both parties to refer any disputes to arbitration ceases twelve months after date of completion of discharge or, in case of cancellation or non-performance, twelve months after the cancelling date as per Clause 6 or after the actual date of cancellation whichever is the later. Where this provision is not complied with, the claim shall be deemed to be waived and absolutely barred.

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WORKING COPY

**Rider to the Charter Party M.V. Athina P, dated 23rd November 2016, Amsterdam
Voyage: Avonmouth / Ghent**

29. Eligibility Clause

Owner represents and guarantees that (1) Owner and its vessel are not in anyway directly or indirectly owned, controlled by, managed by or related to any Cuban or Iranian interests. If the goods are destined for or to originate from U.S., Sudan shall be added to this list and (2) Owner represents and guarantees that vessel has not called at a Cuban port within 180 days of the vessels estimated arrival at a U.S. port. Without prejudice to the Charterers other right under this Charter Party, Owners accept responsibility for and agreed to indemnify Charterers against any and all claims, losses, damages, liabilities, costs (including legal fees), fines and any consequential losses with results from partial or full non compliance with this clause.

30. Igma Clause

IGMA (Internationaal Graanoverslag Mij. Amsterdam) berth comprises the entire grain transshipment installation in Vlothaven, where there are two berths for discharging large bulkcarriers from oversea and several berths for receiving the grain and smaller coasting vessels. The Masters to follow the instructions from Stevedores as is customary for the loading of grain.

31. Water tightness/hatch clause

Owners warrant that Vessel's hatches are watertight with seals and rubbers in place and Vessel to be in every respect in seaworthy condition and suitable to load the cargo contracted.

32. E.E.C. Clause

In case Charterers/Shippers are obliged to produce customs documents from continental export- or transshipments port for the purpose of E.E.C. customs clearance and provided Charterers/Shippers advise Owners of their agents thereof prior to completion of loading. Owners shall sail their ship only after such document has been handed to the Master at the port of loading. It is understood that lay time shall continue to count until loading operations have been completed and aforementioned document has been handed over on board by Charterer/Shippers' representative, if Owners fail to comply with above stipulations, Charterers/Shippers will have to hold Owners responsible for all costs and/or consequences, if any.

33. Freight payment

The freight is to be paid by Charterers indicated in box 4 to the Owners, within 2 banking days after right and true delivery and receipt of Owners' freight invoice, less commissions and/or any undisputed expenses paid for Owners' account at loading- and/or dischargeport. In case of prepaid bills of lading issued, Owners to release same upon Charterers' written notice that the freight has been remitted. In case freight, dead freight and/or demurrage is to be paid to Broker or Owner's representative, such payment is deemed to be payment in complete fulfillment of this Charter Party

34. Stability

Owners warrant the Vessel has on board an approved trim stability manual in accordance with the International Grain Code 1991, as incorporated into Chapter VI, SOLAS 1974.

35. Damages

If the Vessel does not load the Charter Party minimum (although sufficient cargo was made available) or loads in excess of the Charter Party, any/all directly related consequences/losses/damages to be for Vessel's/Owners' account. Without delay Owners to furnish an appropriate P and I Club guarantee, failing which Charterers to have a lien on the Vessel.

36. Stevedores Damages Clause

The Stevedores, although employed by Charterers/Shippers/Receivers, are under the control of the Master. In the event of Stevedores damage, any claim to be settled directly between Owners and the Stevedores. Without prejudice, Charterers will endeavor to assist Owners with recovery of claim from Stevedores, but are not responsible for same.

37. P and I Club

Vessel's P and I Club is a member of the International Group of P and I Clubs. Owners warrant that the vessel is fully covered by this P and I Club for the duration of this Charter Party. Owners agree to have P and I Club advise Charterers by fax attesting the fact that the vessel is entered with the P and I Club. Owners P and I Club: Navigators

38. Funds

Owners to place Agents in funds prior arrival of vessel both at load- and discharge port, failing which damage, delay caused and or any other consequences to be for Owners' account/time, and Charterers to have the right to deduct same from freight.

39. Small claims procedure

Notwithstanding anything contained in Arbitration Clause No. 28 to the contrary, should neither the claim nor the counterclaim exceed US\$ 100,000.-, exclusive of interest of the sum claimed, costs of the arbitration and legal expenses, if any, it is hereby agreed the dispute is to be governed by the London Maritime Arbitrators Small Claims Procedure 1989.

40. Classification clause

Owners warrant that the vessel is classified with a member of IACS (International Association of Classification Societies).

41. Warping/turning clause

At Shippers'/Receivers'/Stevedores' request vessel to shift and/or turn alongside quay at Owners' expense, but time to count.

42. Description of vessel

Dwcc 3.950 mts / gearless singledecker box / 201.800 cft grain capacity / Liberian flag / Built 1995 / 1 hold / 1 hatch / loa 89.60m. / beam 13.17m. / 5.70m. draft fully laden / ISM approved / steel tanktop / Class : NKK / P&I : Navigators

Owners guarantee vessel is in all respect suitable for the intended trade.

Charterers' option to conduct a condition survey for their time and account.

If any misrepresentation or error has been made regarding the description of the vessel, her position, itinerary or previous cargoes, either before or after loading, the Owners are to be responsible for any resultant costs, consequences and /or damages which Charterers may suffer as a result thereof.

43. Notice of discharge

Master to give Charterers and Agents 3/2 days notice of estimated time of arrival and 24 hours definite notice.

44. Sweeping clause

Crew to sweep/remove cargo from tweendecks and/or places inaccessible to Receivers' grabs and/or suction pipes and same to be in Owners' time and for Owners' expense.

45. Congestion clause

At load port(s) and/or discharge port(s), if the Vessel is unable to berth upon arrival at the load/discharge berth, on account of congestion at the berth, and there is no other safe waiting place within the port available, the Vessel shall be permitted to tender Notice of Readiness in accordance with the Charter Party terms to that effect, at the customary waiting place outside the port by cable, WIPON/WIBON/WIFPON/WICCON and lay time to commence and count accordingly. However, once the Vessel is authorized to proceed to the load-/discharge berth, shifting time from the moment the pilot is on board the Vessel until the Vessel arrives at the load-/discharge berth, to be deducted from time used or time on demurrage.

46. B.S.E. Clause

Owners guarantee that Vessel fixed to carry the cargo has not carried in the previous twelve months:

1. Slaughter residue (LRM, HRM, and SRM)
2. Mammalian Meat
3. Bone Meal
4. Garden/pot soil blended with animal dung
5. Metal scraps and lathe shavings
6. Toxic oxidative materials and packaging thereof
7. Radio-active material,
8. Asbestos or materials of asbestos content
9. Mineral clay used for detoxification
10. Unpacked seeds, treated with toxic materials
11. Sewage sludge
12. Household garbage
13. Untreated food residue (swill)
14. Glass and glass cullet
15. Unpacked organic fertilizer

Owners shall supply sufficient documentary evidence, as proof if called upon by Charterers/Receivers.

47. ISPS Clause

(A) (i) From the date of coming into force of the International code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).

(ii) Except as otherwise provided in this Charter Party, loss ,damage, expense or delay, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this clause shall be for the Owners' account.

(B) (i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any other relevant information the Owners require to comply with the ISPS Code and that can only be obtained from Charterers in accordance with Part B, paragraph 6.1.3 of the ISPS Code.

(ii) Except as otherwise provided in this Charter Party, loss ,damage, expense or delay, caused by failure on the part of the Charterers to comply with section B of this clause shall be for Charterers' account.

(C) Notwithstanding anything else contained in this Charter Party, all delays, costs, or expenses arising out of or related to security regulations or measures required by the port facility in accordance with the ISPS Code, including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for Charterers' account, unless such costs or expenses result solely from Owners' negligence, crew's nationality/via issues, or costs or expenses directly arising from Vessel's ownership or other crewing matters.

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

48. War risks

BIMCO's War Risks Clause for Voyage Chartering, 2004 (Code Name: VOYWAR 2004) to be incorporated in this charterparty.

49. Arbitration

a) This contract is governed by and construed in accordance with English Law.

b) Should the parties fail to reach a prompt amicable settlement hereby agree to refer all disputes to mediation under the model mediation procedure of CEDR (Centre for Dispute Resolution), London. The parties hereby agree that CEDR, on request of either party, is to select an appropriate mediator.

c) In the event that mediation does not lead to a mutually signed settlement agreement within 35 days after appointment of a mediator, any dispute shall be resolved by London arbitration as provided below.

All disputes arising out of or relating to this contract where the total amount claimed (excluding interest and costs) by either party does not exceed US\$ 100.000 shall be referred to arbitration in London and that reference shall be in accordance with the Small Claims Procedure of the LMAA. All other disputes, 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 members of the Baltic Exchange and engaged in shipping and/or grain trades, one to be appointed by each of the parties with the power to such Arbitrators to appoint an Umpire. Any claim must be made in writing and Claimants Arbitrator appointed within 12 months of final discharge and where this provision is not complied with the claim, shall be deemed to be waived and absolutely barred. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above unless objection to his acting be taken within 2 weeks of his appointment. The parties are entitled at any stage, to appoint an Arbitrator as to preserve time only (and give Notice of such appointment) notwithstanding ongoing amicable negotiation or CEDR mediation.

50. Signing clean Bill of Lading

Master to sign clean Bill of Lading, but Master/Owners having the right to reject any damaged cargo and upon first request from Master/Owners, Shippers/Charterers have the option to replace same.

51. Releasing of cargo without production of original Bill of Lading

In case original Bill of Lading is not available at dischargingport upon arrival of vessel, Owners to discharge against Letter of Indemnity in Owners' P&I wording, signed by Charterers only

52. EU Advance Cargo Declaration Clause

(A) If the Vessel loads cargo in any EU port or place destined for a port or place outside the EU or loads cargo outside the EU destined for an EU port or place, the Owners shall comply with the current EU Advance Cargo Declaration Regulations (the Security Amendment to the Community Customs Code, Regulations 648/2005; 1875/2006; and 312/2009) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and in their own name, time and expense shall:

(i) Have in place an EORI number (Economic Operator Registration and Identification);

(ii) Submit an ENS (Entry Summary Declaration) cargo declaration electronically to the EU Member States' Customs (first port of call).

(B) The Charterers shall provide all necessary information to the Owners and/or their agents to enable the Owners to submit a timely and accurate cargo declaration.

The Charterers shall assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers' failure to comply with any of the provisions of this sub-clause. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall count as laytime or, if the Vessel is already on demurrage, time on demurrage.

(C) The Owners shall assume liability for and shall indemnify, defend and hold harmless the Charterers against any loss and/or damage whatsoever (including consequential loss and/or damage) and any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Owners' failure to comply with any of the provisions of sub-clause (a). Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall not count as laytime or, if the Vessel is already on demurrage, time on demurrage.

(D) The assumption of the role of carrier by the Owners pursuant to this Clause and for the purpose of the EU Advance Cargo Declaration Regulations shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.