

**AMERICANIZED WELSH COAL CHARTER
APPROVED BY
ASSOCIATION OF SHIP BROKERS & AGENTS
NEW YORK – 1953**

It is this day mutually agreed,
between of

....., built....at....of....tons net register or
thereabouts, and about....tons total deadweight inclusive of bunkers,
classed....
in....now....and,,
Charterers.

1. That the said Vessel being tight, staunch and strong, and in every way fitted for the Voyage, shall with all possible dispatch, sail and proceed to and there load, always afloat, in the customary manner from the Charterer, in such Dock as may be ordered by him, a full and complete Cargo of Coal not exceeding tons, nor less than tons, quantity at Vessel's option, and not exceeding what she can reasonably stow and carry, over and above her Tackle, Apparel, Provisions and Furniture, and being so loaded, shall therewith proceed, with all possible dispatch, to 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, where she can safely deliver, always afloat, Charterer having the privilege of two discharging berths, time actually used in shifting between berths to count; on being paid Freight at the rate of U.S. Currency per ton of 2240 lbs. or 1016 kilos delivered, or on Bill of Lading quantity less two percent at Receiver's option, to be declared in writing before bulk is broken. If the Receiver should elect to weigh the Cargo at the port of destination, the weighing shall be done (by an official weigher) at his expense. The Owner may provide a check weigher at Vessel's expense. Should any deficiency be alleged on the authority of such weighing, it shall affect the freight only, from which no deduction shall be made for alleged shortage of cargo, any custom of the port of discharge notwithstanding, but the Owner shall furnish, if required, a Statutory Declaration by the Master and other Officers that all the Cargo received on board has been delivered. The freight is in full of Loading, Dumping and Trimming, and all port charges, Pilotages, Agency Fees and Consulages on the Vessel. All Wharfage dues on the Cargo to be paid by the Charterer.
2. A sailing telegram to be sent to the Charterer or his Agents on Vessel's leaving her last port, or in default twenty-four hours more to be allowed for loading. At least 7 day's notice of approximate quantity of Cargo required and of Vessel's expected date of arrival at port of loading to be given to Charterers or his Agents.
3. The cargo to be loaded into Vessel at Vessel at the average rate of tons per running day, of twenty-four hours, (excluding Bunkering time, Sundays, Custom House, Colliery, Legal and/or Local Holidays, and from noon on Saturday or the day 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 used in loading cargo to count) commencing 24 hours after Vessel tenders and is ready to load, unless sooner berthed, whereupon time is to commence and written notice is given of the Vessel's being completely discharged of inward cargo and ballast in all her holds and 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 lost through riots, strikes, lockouts, or any dispute between masters and men, occasioning a stoppage of pitment, trimmers or other hands connected with the working of delivery of the coal for which the Vessel is stemmed, or by reason of accidents to mines or machinery, obstructions, embargo or delay on the Railway or in the dock, or by reason of fire, floods, frosts, fogs, storms or any cause whatsoever beyond the control of the Charterer affecting mining, transportation, delivery and/or loading of the Coal, not to be computed as part of the loading time (unless any cargo be actually loaded during such time). In the event of any stoppage or stoppages 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 Charter shall become null and void, provided, however, that no cargo shall have been shipped on board the Vessel previous to such stoppage or stoppages. In case of partial holiday, or partial stoppage of Colliery, Collieries or Railway from any or either of the aforementioned causes, the laydays to be extended proportionately to the diminution of output arising from such partial holiday or stoppage. If longer detained, Charterer to pay U.S Currency per net register ton per running day (or pro rata for part thereof) demurrage. If sooner dispatched, Vessel to pay Charterer or his Agents U.S Currency per net register ton per day (or pro rata for part thereof) dispatch money for time saved. No deduction of time shall be allowed for stoppage, unless due notice be given at the time to the Master or Owner. If any dispute or difference should arise under this Charter, same to be referred to three parties in the City of New York, one 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 be final and binding, and this agreement may, for enforcing the same, be made a rule of Court. Said three parties to be commercial men.

4. The cargo to be loaded, dumped and trimmed by men appointed by the Charterer at the tariff rate of the Port at Vessel's expense.
5. Bunker coals to be kept properly separated from the Cargo to Charterer's satisfaction at the Vessel's expense and the quantity to be endorsed on the Bills of Lading. If any cargo is carried in a hold communicating directly with the Stowholds, the doors to be securely fastened on the Cargo side.
6. The Bills of Lading shall be prepared in accordance with the Dock or Railway weight and shall be endorsed by the Master, Agent or Owner, weight unknown, freight and all conditions as per this Charter, such Bills of Lading to be signed at the Charterer's or Shipper's Office within twenty-four hours after the Vessel is loaded.
7. The Act of God, the Queen's Enemies, Restraints of Princes and Rulers, and Perils of the Seas excepted. Also Fire, Barratry of the Master and Crew, Pirates, Collisions, Strandings and Accidents of Navigation, or latent defects in or accidents to, Hull and/or Machinery and/or Boilers always excepted, even when occasioned by the negligence, default or error in judgement of the Pilot, Master, Mariners or other persons employed by the Shipowner, or for whose acts he is responsible, not resulting, however in any case from want of due diligence by the Owner of the Ship, or by the Ship's husband or Manager. Charterer not answerable for any negligence, default or error in judgement of Trimmers or Stevedores employed in loading or discharging the Cargo. The Vessel has liberty to call 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 property, and to bunker. It is also mutually agreed that this shipment is subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of Congress of the United States, approved on the 13th day of February, 1893, and entitled "An Act relating to Navigation of Vessels, etc".
8. The cargo to be taken from alongside by Consignee at Port of Discharge, free of expense and risk to the Vessel, at the average rate of tons per day, weather permitting, Sundays and Holidays and after Noon on Saturdays excepted, provided vessel can deliver it at this rate. If longer detained, Consignee to pay Vessel demurrage at the rate of U.S Currency per net register ton per running day (or pro rata for part thereof). If sooner dispatched, Vessel to pay Charterer or his Agents U.S Currency per net register ton per day (or pro rata for part thereof) dispatch money for laytime saved. Time to commence twenty-four (24) hours, Sundays and Holidays excepted, after Vessel is ready to unload and written notice given, whether in berth or not, and the time allowable for

discharging to be calculated on this basis of the Bill of Lading quantity. In case of strikes, lockouts, civil commotions, or any other causes or accidents beyond the Control of the Consignee which prevent or delay the discharging, such time is not to count unless the Vessel is already on demurrage. Consignee to effect the discharge of the cargo, Vessel paying per ton of 2240lbs. or 1016 kilos on the Bill of Lading quantity, and providing only steam, steam-winches, winchmen, gins and falls.

9. The FREIGHT to be paid
10. The Vessel to be free of address at Port of Discharge, but to pay the usual commissions of Two per cent, on the amount of Freight on signing Bills of Lading, Charterer has the option of making the Address Commission payable at Port of Discharge.
11. In case of Average, the same to be settled according to York/Antwerp Rules, 1950. Should the Vessel put into any port or ports leaky or with damage, the Captain or Owner shall, without delay, inform the Charterer thereof. Captain to telegraph Charterer in case of putting in anywhere.
12. Vessel not to tender before 9 a.m. on and if Vessel be not ready at Loading Port as ordered before 9 a.m. on, or if any wilful misrepresentation be made respecting the size, position or state of the Vessel, Charterer to have the option of cancelling this Charter, such option to be declared on notice of readiness being given.
13. Vessel to be consigned to Agents at Port of Loading, and to Agents at Port of Discharge.
14. Vessel to have the liberty of drydocking before commencement of loading under this Charter.
15. All notices under this Charter at Port of Discharge, or for orders, to be given in writing in Consignee's Agents' office on working days between the hours of 9 a.m. and 5 p.m., 9 a.m. and Noon on Saturdays.
16. All Bills of Lading shall include the following NEW JASON CLAUSE: " In the event of accident, danger, damage or disaster before or after commencement for the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if such 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."
17. All Bills of Lading shall include the following " CLAUSE PARAMOUNT" : "This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16th, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any terms of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further."
18. All Bills of Lading shall include the following " BOTH TO BLAME COLLISION CLAUSE " : " 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 said goods, paid or payable by the other or non-carrying ship or her Owners to the Owners of said goods and set-off, recouped or recovered by the other non-carrying ship or her Owners as part of their

claim against the carrying ship or carrier. 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 contract."

19. The Charterer's liability shall cease as soon as the cargo is shipped, and the advance of Freight, Dead Freight and Demurrage in Loading (if any) are paid, the Owner having a lien on the cargo for Freight, Demurrage and Average.
20. Penalty for non-performance of this Agreement, proved damages, not exceeding the estimated amount of Freight.
21. A commission of per cent. on the gross amount of Freight, Dead Freight and Demurrage is due by the Vessel and Owner on shipment of cargo, to .