

**THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE
GENERAL ORE CHARTER PARTY 1962
MAURITANIAN TERMS
(for shipments from MAURITANIA only)**

Code Name
«MAURITANORE»	1	1
2000	2	2
as Owners or Disponents of the good	3	3
Vessel called	4	4
of tons net and tons gross register,	5	5
classed and of about	6	6
..... tons of 1016 Kilos d.w., now trading, and expected ready to load under	7	7
this Charter Party not before and laydays not to count before	8	8
this date (except with Charterers' consent) and not later than	9	9
cancelling date (See also Clause 22), and	10	10
..... as Charterers.	11	11
Port of Loading
2. That the said Vessel, being in every respect fitted for the voyage, shall with all convenient speed sail and	12	12
proceed to «S.N.I.M.» ore quay at NOUADHIBOU-CENTRAL POINT, LEVRIER bay (Mauritania), and	13	13
there load to her draft always safe and afloat, in the customary manner, as and where ordered by the Agents	14	14
of the Shippers, in regular turn of vessels, a full cargo of in bulk of	15	15
..... tons of percent more or less in Captain's/Owners' option,	16	16
and being so loaded shall therewith proceed with all convenient speed to	17	17
Port of Discharge
3.	18	18
.....	19	19
or so near thereto as she may safely get, always safe and afloat as ordered on signing Bills of Lading, but the	20	20
Charterers shall, at the latest three days before the Vessel's expected arrival at the port of discharge, have	21	21
liberty to instruct the Owners to order the Vessel to another herein named port by telegram or wireless, and	22	22
there deliver the cargo as customary alongside any wharf and/or craft as directed by the consignees.	23	23
Freight
4. Freight at the rate of per ton of outturn	24	24
weight or, in case of non-weighing at port of discharge, Bill of Lading weight shall be paid by the Charterers	25	25
in on unloading and right delivery of the cargo to	26	26
.....	27	27
..... in cash less advance and cost thereof as per Clause 21.	28	28
Sailing Telegrams
<i>Notice of Expected Arrival</i>
5. On sailing from the past port for NOUADHIBOU-CENTRAL POINT, the Owners or the Captain shall	29	29
telegraph to NOUADHIBOU and/or	30	30
..... stating expected date of arrival. The Captain shall also	31	31
give notice to NOUADHIBOU 72 and 24 hours prior to Vessel's	32	32
expected arrival at NOUADHIBOU-CENTRAL POINT, and telegraph any change in E.T.A. thereafter.	33	33
Loading
<i>Notice of Readiness, Commencement of Loading Time</i>
6. Laytime at port of loading to commence when the Vessel is in every respect ready to load, in free	34	34
pratique and entered at Custom's Office, four hours after notice of readiness has been given to Messrs.	35	35
S.N.I.M. or their Agents. Such notice may be tendered after arrival during or outside official office hours,	36	36
Saturdays, Sundays and Holidays included, whether the Vessel is in berth or not. If the loading be commenced	37	37
earlier, laytime shall count from actual commencement.	38	38
<i>Loading Time</i>
7. Charterers to be allowed for loading one running day of 24 hours weather permitting, Saturdays,	39	39
Sundays and Holidays included for vessels up to 30.000 metric tons cargo but for vessels larger than 30.000	40	40
metric tons cargo the rate of loading will be 30.000 metric tons per running day of 24 hours or prorata weather	41	41
permitting, Saturdays, Sundays and Holidays included.	42	42
<i>Cost of Loading</i>
8. The cargo shall be loaded and well trimmed by the loading conveyor belt(s) free of any risk, liability and	43	43
expense whatsoever to the Owners; cost and time for any extra trimming required by the Owners shall be for	44	44
their account.	45	45
<i>Agents</i>
9. At port of loading the Captain shall apply to and employ Messrs. S.N.I.M. or their Agents, paying the	46	46
Customary fees.	47	47
Ship's Flag	10. Flag and Crew have to be acceptable and conform to the conditions in force in Mauritania.	48
Discharge	<i>Notice of Readiness, Commencement of Discharging Time</i>
11. The laytime shall commence to count four hours after the Vessel is in every respect ready to discharge	49	49
in free pratique, entered at Custom's office, and after notice of readiness has been given to the Consignees or	50	50
their Agents during office hours whether Vessel is at or off the port in berth or not. If the discharge be	51	51
commenced earlier laytime shall count from actual commencement.	52	52
<i>Discharging Time</i>
12. The cargo shall be discharged, weather permitting, in no more than	53	53

running days of 24 hours. Sundays and holidays and time between	54	
..... excepted unless used.	55	
<i>Cost of Discharging</i>		
13. Cargo to be discharged and to be taken free from the Vessel's holds at Receivers' risk and expense.	56	
<i>Shifting Cost</i>		
14. If the Vessel is required to discharge at more than one berth, shifting costs other than Vessel's Officer's and Crew's overtime shall be for Charterers' account and time to count.	57	
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<i>Agents</i>		
15. At port of discharge the Master shall apply to employ	59	
..... as Agents, paying the customary fees.	60	
Demurrage		
16. Demurrage if any, to be paid at the rate of per ton loaded and per running day of 24 hours or prorata for any part of a day, except in case of any time lost by reason of force majeure or any other cause of whatsoever kind or nature beyond the control of the Charterers or their Agents (See Exceptions Clause no. 38) when laydays are not to count and demurrage is not to accrue, unless Vessel is already on demurrage.	61	
Charterers have the right to average the days allowed for loading and discharging.	62	
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Brokerage		
17. A commission of % on the gross amount of freight, dead freight and demurrage under this Charter Party is due and payable by the Owners to on shipment of the cargo.	67	
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Jurisdiction		
18. This contract shall be governed by law.	69	
Arbitration		
19. Any dispute arising under this contract shall be settled by arbitration in accordance with law.	70	
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Dues and Charges		
20. Dues and other charges levied against the cargo shall be paid by the Charterers, and dues and other charges levied against the Vessel shall be paid by the Owners.	72	
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Freight Advance		
21. If required, Owners shall put the agents at loading/ discharging ports in funds, to cover Vessel's ordinary disbursements, including cash for Master.	74	
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Cancelling		
22. The Charterers shall have the option of cancelling the Charter Party if the Vessel be not ready to load on or before the cancelling date as per Clause 1. If when the Vessel be ready to leave her last port of call (whether a discharging port or not), the Owners inform the Charterers by telegram that she cannot reach the loading port on or before the cancelling date, the charterers shall declare by telegram within 48 hours from the receipt of such notice whether or not they cancel the Charter Party.	76	
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Overtime		
23. The Charterers or their agents have the liberty to require the Vessel to discharge outside ordinary working hours and on Sundays and/or Holidays, the Charterers paying all overtime expenses except overtime to Officers and Crew. In the event of overtime being ordered by Port Authorities, the cost to be equally shared between Charterers and Owners except for overtime expenses of Officers and Crew which are always to be paid by Owners.	81	
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Bad Weather		
24. The Master shall cover at Owners' expense the hatch of each hold as soon as the loading into it has finished and, if the weather be wet, all hatches when the loading or discharging has finished for the day. He shall also during rain and snow cover all hatches not actually in use for loading or discharging.	86	
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Repairs of Damage		
25. Time reasonably required to complete repairs of damages occurred at loading and/or discharging if any, for which the Vessel is not responsible, shall count as laytime, but only if the Vessel is delayed after her normal sailing time.	89	
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Lighterage		
26. Lighterage, if required by the Charterers, shall be for their account and time used shall count.	92	
Deviation		
27. The Vessel has liberty to call at any port or ports en route, to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and/or property.	93	
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Excluded Ports		
28.	95	
a)	The Vessel shall not be ordered to nor bound to enter any port where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel. If for any of the above reasons the Vessel is unable to enter the loading port, the Charter Party, or if the Charter Party is for more than one voyage the voyage in question, shall be considered cancelled.	96
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b)	Should a quarantine be declared affecting the port of discharge prior to Vessel's entering, the Charterers shall request the Owners to order the Vessel to another port named herein or within the range specified herein where she can safely discharge, such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the quarantine at the port of discharge. If the Charterers cannot arrange safe discharge at a port named herein or within the range specified herein they shall have the option of requesting the Owners to order the Vessel to another port. On delivery of the cargo at such port all conditions of this Charter Party and 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 between the substituted port and the port named herein or within the range specified herein exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port shall be increased in proportion. If the Charterers fail to arrange a substitute port or to give orders within 48 hours as stated above, the detention, if any, to be for their account.	100
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c)	If the Vessel has already entered the loading or discharging port, detention by quarantine on the Vessel only shall be the Owners' responsibility. In case of detention caused by epidemics in the loading or discharging port half demurrage shall be paid by the Charterers.	112
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	In case of ice preventing the Vessel from reaching or entering the port of discharge, the Vessel shall have liberty to proceed to a near accessible port (within the same range if possible) as ordered by the Receivers	

Bills of Lading	and there deliver the cargo in terms of the Charter. Unforeseen detention shall be for the Charterers' account. The Charterers, however, shall not be responsible for damages caused by the fact that the Owners cannot deliver their Vessel within laydays under a following contract.	117 118 119
	29. The Captain shall sign Bills of Lading as presented as soon as the cargo is on board, at any freight but not below the chartered rate, without prejudice to this Charter.	120 121
Lien	30. The Owners shall have a lien on the cargo for any amount due under this Charter Party and necessary costs of recovering same. The Charterers shall remain responsible for any amount due to the Owners under this Charter Party.	122 123 124
Extra Insurance	31. Any extra insurance incurred on account of Vessel's age, class or flag, shall be for Owners' account.	125
War Risks Clause	32.	126
	1. No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge 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 the Nation under whose flag the ship sails or by any other Government, the Owner shall discharge the cargo at any other port covered by this Charter Party as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.	127 128 129 130 131 132 133 134
	2. The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destinations, delivery or otherwise howsoever given by the Government of the Nation under whose flag the Vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.	135 136 137 138 139 140 141 142 143
War Clause	33. In case of war involving Mauritania, the nation of Vessel's registry, the country or countries where the discharging ports are situated, or in case of blockage of the port of loading and/or discharging, or prohibition of export of ore from the loading port, Charterers and Owners have the right to cancel this Charter Party.	144 145 146
General Average	34. General average shall be adjusted, stated and settled according to the York-Antwerp Rules 1974 and subsequent amendments.	147 148
Amended «Gencon» Strike Clause	35. Neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfillment of any obligations under this contract. If there is a strike or lock-out affecting the loading of the cargo, or any part of it, when the 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 the 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 contract. 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. Such cargo to be properly separated from Charterer's cargo at Owners' risk and expense. If there is a strike or lock-out affecting the discharge of the cargo on or after Vessel's arrival at or off the port of discharge and same has not been settled within 48 hours, the Receivers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for 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 the 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 Bills of Lading shall apply and the 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.	149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169
Loading and Discharging Grab Clause	36. No cargo shall be shipped in any hatch which, fore and aft or athwartship, has a dimension of less than sixteen (16) feet, nor shall any or be loaded in the deeptanks, nor in tween decks, nor in bridge space, nor in any compartment not accessible for discharge by means of mechanical grabs, and all cargo shall be loaded in the lower holds only. Should any cargo be loaded by Vessel in such excepted places, as aforementioned any time lost and any additional expenses incurred in loading, trimming or discharging such cargo to be for steamer's account. Vessel's tank tops and shaft tunnel (if any) and all other fixtures and equipment within the holds are to be adequately protected to prevent damage by grabs, otherwise Owners to be responsible for any consequences.	170 171 172 173 174 175 176 177
Negligence Clause	37. The Act of God, perils of the sea, fire, barratry of the Master and/or crew, enemies, pirates and thieves, arrest and restraints of princes, rulers and people, collisions, stranding and other accidents of navigation excepted, even when occasioned by negligence, default or error of judgment of the pilot, master, mariners, or other servants of the ship-Owners. Vessel is not responsible for losses through explosion, bursting of boilers, breakage of shafts, or any latent defect of machinery or hull, not resulting from want of due diligence by the Owners of the Vessel, or any of them, or by the ship's husband or manager.	178 179 180 181 182 183
Exceptions Clause	38. Time lost by reason of cases of force majeure, war, insurrection, civil commotion, political disturbances, riots, strikes or lockouts, floods, landslides, frost, stoppage on railways, whether partial or total, on river, canal, quay, wharf, jetty, rope or cable way, at loading or discharging plants and equipment, lack of trucks, stoppage of miners or workmen or other hands connected with the mining or handling of the cargo for which the stem has been granted, break-down of machinery at the mines, whether partial or general, or by reason of any cause of whatsoever kind or nature beyond the control of the Charterers or their agents,	184 185 186 187 188 189

	supplying, loading, discharging or conveying the cargo from the mines to the Vessel, shall not be computed in the loading or discharging time. If a case such as above should last longer than 72 hours, Clause 35 to come into force.	190 191 192
New Jason	39. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract, or otherwise, the goods Shippers, Consignees, or owners, of the goods shall contribute with the Carrier in General Average to the payment of any sacrifices, losses, or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving 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 for the estimated contribution of the cargo 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.	193 194 195 196 197 198 199 200 201 202
New Both to Blame Collision	40. If the shipowner shall have exercised due diligence to make the ship seaworthy and properly manned, equipped and supplied, it is hereby agreed that in the event of the ship coming into collision with another ship as a result of the negligent navigation of both ships, the owners of the cargo carried hereunder will indemnify the shipowner against all liability to the other ship or her Owners insofar as such liability represents loss, damage or claim of said cargo paid or payable by the other ship or her Owners to the said cargo owners and set off, recouped or recovered by the other ship or her Owners as part of their claim against the carrying ship or shipowner. 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.	203 204 205 206 207 208 209 210 211
Protecting and Indemnity Bunkering	41. The Vessel in addition to all other liberties shall have liberty, as 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 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 any quantity in the discretion of Owners even to the full capacity of fuel tanks, deeptanks and other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage.	212 213 214 215 216
Sublet Clause	42. Owners have no option to sublet part or whole of this contract unless with Charterers consent and if so, sublet negotiations will have to be conducted through Somarine Paris.	217 218
Gas Free Certificate	43. In case of combination carrier, following clause to apply: At loading/discharging ports, Vessel shall provide a gas-free Certificate, otherwise time lost for obtaining same shall not count as laytime.	219 220
Damages	44. All claims for damages which could occur, have to be settled directly between Owners and Stevedores without recourse to the Charterers, Shippers, Receivers or their respective Agents.	221 222
Vessel's Readiness	45. Owners to have cargo spaces clean, swept and ready for cargo. No vessel will be considered as ready to load, resp. discharge if her hatches have not been opened, free of expense to the Charterers, and holds cleared of board and in condition to receive, resp. deliver the cargo.	223 224 225
ISM Clause	46. 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. Except as otherwise provided by this Charter Party, loss, damage, expense or delay caused by failure on part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.	226 227 228 229 230 231 232
	NOTA:	233
	A) INOCULATION	234
	The Vessel's Officers and Crew shall be inoculated against yellow fever and smallpox prior to the Vessel sailing for Nouadhibou, Central Point.	235 236
	B) WATER	237
	Vessel to have sufficient water on arrival at Nouadhibou, Central Point (Mauritania) as there is no drinking water available in this port.	238 239