

RECOMMENDED  
THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE  
UNIFORM GENERAL CHARTER (AS REVISED 1922 and 1976)  
INCLUDING "F.I.O." ALTERNATIVE, ETC.  
(To be used for trades which no approved form is in force)  
CODE NAME: "GENCON" PART I

1. Shipbroker	2. Place and date Antwerp, 13/04/2021
3. Owners/Place of business (Cl. 1) Vertom Shipping & Trading b.v. Oever 7 3161 GR Rhon The Netherlands	4. Charterers/Place of business (Cl. 1) ArcelorMittal Logistics Belgium NV as agents for and on behalf of ArcelorMittal Group Companies
5. Vessel's name (Cl. 1) TBN	6. GRT/NRT (Cl. 1) T.B.N.
7. Deadweight cargo carrying capacity in tons (abt.) (Cl. 1)  TBN	8. Present position (Cl. 1)  TRADING
9. Expected ready to load (abt.) (Cl. 1) To be mutually agreed between owners and charterers/shippers	
10. Loading port or place (Cl. 1)  1 gsbaa – gent – see part IV	11. Discharging port or place (Cl. 1)  1 / 2 naabsa port Boston or Hull or Sutton Bridge or Immingham or Seahm – see part V
12. Cargo (also state quality and margin in Owner's option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) Steel Products – mainly Cold Rolled Coils and sheets – on skids or not. Intended volume shipped between 250 – 350 Kton per year, sub. sale. Shipments expected to be abt. 1 or 2 per week	
13. Freight rate (also state if payable on delivered or intaken quantity) (Cl. 1)  On intaken weight only. See Part III clause 35 and Part VI	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4)  SEE ADDITIONAL CLAUSE 35 (PART III)
15. Loading and discharging costs (state alternative (a) or (b) of Cl. 5; also indicate if vessel is gearless)	16. Laytime (if separate laytime for load and discharge is agreed, fill in a) and b). If total laytime for load. and disch. fill in c) only) (Cl. 6)  a) Laytime for loading b) Laytime for discharging c) Total laytime for loading and discharging
17. Shippers (state name and address)	
18. Demurrage rate (loading and discharging) (Cl. 7)  See also part III cl. 37.	19. Cancelling date (Cl. 10)  SEE ADDITIONAL CLAUSE 17 (PART III)
20. Brokerage commission and to whom payable (Cl. 14) 2,5% Address Commission on freight, deadfreight, demurrage and detention, Owners' broker to collect his brokerage commission direct from Owners. Also see Part III CL. 36	
21. Additional clauses covering special provisions, if agreed.  ADDITIONAL CLAUSES IN PART III (CLAUSES 1 – 47) AS ATTACHED, ARE DEEMED TO BE FULLY INCORPORATED INTO THIS C/P.	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part I as well as Part II.

In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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**PART II**  
**“Gencon” Charter (As Revised 1922 and 1976)**  
**Including “F.I.O.” Alternative, etc.**

1. It is agreed between the party mentioned in Box 3 as Owners of motor-vessel named in Box 5, and carrying about the number of tons of deadweight cargo stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter about the date indicated in Box 9, and the party mentioned as Charterers in Box 4 that:

The said vessel shall proceed to the loading port or place stated in Box 10, or so near thereto as she may safely get and lie always afloat, ~~and there load a full and complete cargo (if shipment of deck cargo agree same to be at Charterer's risk)~~ as stated in Box 12 (Charterers to provide all usual mats and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board if required by *shippers/charterers*), which the Charterers bind themselves to ship and being so loaded the vessel shall proceed to the discharging port or place stated in Box 11 as ordered or so near thereto as she may safely get on signing Bills of Lading and lie always afloat or safe aground and there deliver the cargo ~~on being paid freight on delivered or intaken quantity as indicated in Box 12 at the rate stated in Box 13 and freight being paid as per additional clause Part III cl. 28.~~

**2. Owners' Responsibility Clause (see clause Part III.cl.7)**

Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by the improper or negligent stowage of the goods ~~(unless stowage performed by shippers/Charterers or their stevedores or servants)~~ or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager.

Owners, master to be responsible for proper stow and the Owners are responsible for no loss or damage or delay arising from any other cause whatsoever, even from the neglect or default of the Captain or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unseaworthiness of the vessel on loading or commencement of the voyage or at any time whatsoever.

Damage caused by contact with or leakage, smell or evaporation from other goods or by the inflammable or explosive nature or insufficient package of other goods not to be considered as caused by improper or negligent stowage, even if in fact so caused.

**3. Deviation Clause**

The vessel has liberty to call at any port or ports in any order, for ~~any~~ BUNKERING purpose, to sail without pilots, to tow and/or assist vessels in all situations and also to deviate for the purpose of saving life and/or property.

**4. Payment of Freight**

The freight to be paid in the manner prescribed in Box 14 ~~in cash without discount on delivery of the cargo at mean rate of exchange ruling on day or days of payment, the receivers of the cargo being bound to pay freight on account during delivery if required by Captain or Owners.~~

~~Cash for vessel's ordinary disbursements at port of loading to be advanced by Charterers if required at highest current rate of exchange, subject to two per cent, to cover insurance and other expenses.~~

**5. Loading/Discharging Costs.**

- (a) Gross Terms

~~The cargo to be brought alongside in such a manner as to enable vessel to take the goods with her own tackle. Charterers to procure and pay the necessary men on shore or on board the lighters to do the work there, vessel only heaving the cargo on board.~~

~~If the loading takes place by elevator, cargo to be put free in vessels' holds. Owners only paying trimming expenses. Any pieces and/or packages of cargo over two tons weight, shall be loaded, stowed and discharged by Charterers at their risk and expense.~~

~~The cargo to be received by Merchants at their risk and expense alongside the vessel not beyond the reach of her tackle.~~

- (b) F.i.o. and free stowed/trimmed

The cargo shall be brought into the holds, loaded, stowed and/or trimmed and taken from the holds and discharged by the Charterers or their Agent, free of any risk, liability and expense to the Owners, if not said otherwise within this contract.

The Owners shall provide winches, motive power and winchmen from the Crew if requested and permitted; if not permitted, the Charterers shall provide and pay for winchmen from shore and/or cranes, if any. (This provision shall not apply if vessel is gearless and stated as such in Box 15).

- indicate alternative (a) or (b) as agreed in Box 15.

**6. Laytime. (see also Part III cls 8 + 28 + 29)**

- (a) Separate laytime for loading and discharging

- ~~(a) Separate laytime for loading and discharging~~

~~The cargo shall be loaded within the number of running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually shall count.~~

~~The cargo shall be discharged within the number of running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count.~~

- (b) Total laytime for loading and discharging

~~The cargo shall be loaded and discharged within the number of total running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count.~~

( c ) Commencement of laytime (loading and discharging)

Laytime for loading and for discharging shall commence at 2 p.m., if notice of readiness is given before noon, and at 8 a.m. next working day if notice given during office hours after noon.

Time actually used before commencement of laytime shall not count.

Time lost in waiting for berth to count as loading or discharging time laytime, as the case may be.

- Indicate alternative (a) or (b) as agreed, in Box 16.

## 7. Demurrage

~~Ten running days on Demurrage at the rate stated in Box 18 per day or pro rata for any part of a day, payable day by day allowed Merchants altogether at ports of loading and discharging, free despatch / half despatch [delete as appropriate].~~

## 8. Lien Clause

Owners shall have a lien on the cargo for freight, dead-freight, demurrage and damages for detention. Charterers shall remain responsible for dead-freight and demurrage (including damages for detention), incurred at port of loading/discharge.

## 9. Bills of Lading (see part III – Cl. 38)

~~The captain to sign Bills of Lading with captains/Owners permission at such rate of freight as presented without prejudice to this Charterparty, but should the freight by Bills of Lading amount to less than the total chartered freight the difference to be paid to the Captain in cash on signing Bills of Lading~~

## 10. Cancelling Clause (see Part III – CL. 17)

~~Should the vessel not be ready to load (whether in berth or not) on or before the date indicated in Box 19, Charterers have the option of cancelling this contract, such option to be declared, if demanded, at least 48 hours before vessel's expected arrival at port of loading.~~

~~Should the vessel be delayed on account of average or otherwise, Charterers to be informed as soon as possible, and if the vessel is delayed for more than 10 days after the day she is stated to be expected ready to load, Charterers have the option of cancelling this contract, unless a cancelling date has been agreed upon.~~

## 11. General Average

~~General average to be settled in London according to York-Antwerp Rules, 1974, Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through negligt or default of the Owner's servants (see clause 2).~~

## 12. Indemnity

Indemnity for non-performance of this Charterparty, proved damages not exceeding estimated amount of freight.

## 13. Agency

In every case the Owners shall appoint the Charterer or the party nominated by the Charterer as Agent both at the port of loading and the port of discharge. See Part III – CL. 42.

## 14. Brokerage

A Brokerage commission at the rate stated in Box 20 on the freight, deadfreight + demurrage earned is due to the party mentioned in Box 20. Owners' brokers to collect brokerage direct from Owners.

~~In case of non-execution at least 1/3 of the brokerage on the estimated amount of freight and dead freight to be paid by the Owners to the Brokers as indemnity for the latter's expenses and work. In case of more voyages, the amount of indemnity to be mutually agreed.~~

## 15. GENERAL STRIKES CLAUSE See part III – cl. 15

~~Neither Charterers nor Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfilment 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 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, Captain or Owners may ask Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-~~

~~out. Unless Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, Owners shall have the option of cancelling the relevant voyage. If part cargo has already been loaded, 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.~~

~~If there is a strike or lock-out affecting the discharge of the cargo on or after vessel's arrival at or off port of discharge and same has not been settled within 48 hours, Receivers shall have the option of keeping vessel waiting until such strike or lock-out may be at an end against paying half demurrage after the 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 Captain or Owners have given notice to Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charterparty 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 of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.~~

## **16. War risks ("Voywar 1950")**

- (1) In these clauses "War Risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion or revolution.
- (2) If at any time before the vessel commences loading, it appears that performance of the contract will subject the vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.
- (3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith.

In the latter case the vessel shall have liberty to carry other cargo for Owner's benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever backwards or forwards, although in contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.

- (4) If at any time the Master elects to proceed with part or full cargo, under Clause 3, or after the Vessel has left the loading port, or the last of the loading ports, if more than one, it appears that further performance of the contract will subject the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfilment of the contract of affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the vessel may have been ordered pursuant thereto.
- (5) (a) The vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or by any committee or person having, under the terms of the war risks insurance on the vessel, the right to give any such directions or recommendations. If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.  
(b) If, by a reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.
- (6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 4 and 5 (b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all money due under these Clauses.

## **17. 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 Captain for fear of being frozen in is at liberty to leave without cargo, and this Charter shall be null and void.
- (b) If during loading the Captain, 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 Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter 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.
- (c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Captain 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 the Charter null and void, unless Charterers agree to load full cargo at the open port.
- (d) This Ice Clause not to apply in the Spring

Port of discharge

- (a) Should ice (except in the Spring) prevent vessel from reaching port of discharge Receivers shall have the option of keeping vessel waiting until the re-opening of navigation and paying demurrages, 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 the Captain or Owners have given notice to Charterers of the impossibility of reaching port of destination.
- (b) If during discharging the Captain 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 proportion.

**ADDITIONAL CLAUSES TO CHARTER PARTY BETWEEN**  
**ArcelorMittal Logistics Belgium NV and Vertom Shipping and Trading**  
**DATED 13/04/2022**

## **PART III – GENERAL CONDITIONS**

### **CL.1.- VESSELS DESCRIPTION**

Vessel Highest class and P&I, sid, box(like) approved under ArcelorMittal Vetting

Vessel preferably to be max 25 yers old, sid, preferably gearless box

In Ghent owners to check vessel can enter the All Weather Terminal, bow thruster must be in good working condition

**Intended lotsizes per shipment: 2150/2450 or 2850/3299 or 3300/3500 mton (historically approx. resp. 60/10/30 % of the shipment**

### **CL.2.- QUALITY – SAFETY - SUSTAINABLE DEVELOPMENT**

The ArcelorMittal Group, through the application of the principles of sustainable development, is strongly committed to the protection and improvement of safety, health, social dialogue and the environment. Safety in the workplace, in particular, is a priority for Charterer/Shippers. Owner shall provide Charterer/Shippers with services and/or any necessary equipment, which fully satisfy the safety, health, social dialogue and environmental rules applicable to each delivery (such as laws and regulations, Charterer's/shippers' safety rules, etc.).

### **CL.3.- CONFIDENTIALITY**

The terms and conditions of this contract to be treated strictly confidential and are not to be disclosed to any third party.

### **CL.4.- QUALITY AND CONDITION OF VESSELS EMPLOYED**

#### **Generalities**

The Vessel nominated or to be nominated by the Owners for the safe delivery in due time of a cargo shall present any and all characteristics specified in the clauses incorporated in this Charter Party contract.

If one or more characteristics specified herein are missing, the Owners shall fully indemnify the Charterers and/or the receiver(s) of any and all costs, losses and/or damages arising therefrom and the Charterers shall be entitled:

- (i) to reject before the beginning of the loading operations the Vessel nominated by the Owners, the Owners having in such case to nominate another Vessel, which fulfils all the above-mentioned characteristics, or
- (ii) to cancel the Voyage.

#### **Performing Vessel's main characteristics**

The Vessel shall be fully owned, time-chartered or voyage chartered by the Owners.

The Owners shall nominate a Vessel fully adapted to the cargo(es) declared which they know perfectly and to port equipments, in compliance with all international, national and local applicable regulations.

The Owners guarantee that the performing Vessel shall, during the whole term of the Voyage, and notably until the final Delivery of the cargo:

- be fully seaworthy; and
- be tight, staunch and strong and in every way fitted and suitable for the Voyage and/or commodity; and
- be compliant with all laws, regulations and requirements in force at or applicable to and be acceptable by the relevant authorities at the Loading and/or Discharging Port(s), as well as in the areas where the Vessel trades; and
- be of such size, draft and other dimensions to permit it to safely enter berth, lay alongside, load and/or discharge and depart always safely afloat from Loading and Unloading Ports; and
- be in possession of current ITF certificate, or of an equivalent certificate if required (according to subclause f).

The Vessel shall be subject to Charterers' insurer's approval.

The Vessel shall be fully insured regarding any loss and/or damage to the Cargo by a Protection & Indemnity or liability underwriter, classed highest at Lloyd's Register or at another society which shall be full member of IACS by all Loading and Unloading Ports, and provide the Charterers by nominating the performing Vessel with all relevant evidence of such insurance and classification. All safety and maritime certificates relating to vessel and equipment to be valid for the duration of the maritime venture and provided on request.

#### **Particularities**

a)

The Owners are obliged to perform the Contract by modern single deckers or box shaped openhatches, vessels with bridge-engine aft and large hatches. In case of steel coils and wire rod in coils box shaped holds are a necessity.

b)

Vessels to have clean dry clear holds without obstructions with flat steel flooring throughout which to be suitable for the stowage of the cargo and the use of forklifts and any other usual loading/discharging means. All eventual damages caused by forklifts due to weakness of the flooring to be for Owner's account.

Charterers/Shippers are only compelled to load cargo into compartments which are freely accessible for this kind of cargo as well as for forklifts otherwise extra costs in loading, stowing and securing to be for Owner's account and any extra time used to be added to the laytime.

Any strengthening of vessel's bottom ceiling enabling vessel to load over this cargo to be for Owner's account.

c)

Owners to guarantee that vessel's hatches are absolutely weather tight. Hatches to be carefully tendered by the crew to prevent leakage, and sufficient tarpaulins and/or other protections to be provided by owners and to be used as deemed necessary.

Charterers/Shippers will have the option to carry out at any time, hydro or ultrasonic test at Owners expenses and time even if vessel is on demurrage, unless tests should prove that hatchcovers were absolutely watertight, in which case time and expenses to be for Charterers account.

In the event of vessel failing the tests in this clause, Owners have 48 hours from the time of initial rejection to officially invite the surveyors for a second survey at Owners time/account. If passed above test(s) then NOR to be retendered and time is to start counting. If vessel fails the second survey, Charterers have the right to cancel and make null and void the charter party and both parties are free of obligation and not to have any further claim from each party.

In case further minor repairs are needed after first Ultrasonic-test, Charterers may decide to start the loading operations whilst these minor repairs are executed. In this case, time to count as per conditions agreed under this charter party.

d)

All vessels will be subject to a vessel screening program by charterers specifically focusing on cargo worthiness.

e)

Owners to provide vessel's holds thoroughly swept, cleaned, dried and free of smell, fit to receive the contracted cargo at Charterers/Shippers or their agent's or sworn nautical surveyors entire satisfaction before tendering notice of readiness. If, after inspection, the vessel is found not to be ready in all respects to load a sworn nautical surveyor to be appointed by Charterer/Shipper or their agent to inspect the cargo compartments and to ascertain their condition. His sentence shall be considered as final and binding for both parties. The losing party to pay for the costs of such survey including surveyor's fees, standby time of labour, demurrage of rail waggons and/or barges, if any.

f)

Vessels to have highest class within I.A.C.S., to be entered for Owners P. & I. insurance for entire duration of the voyage (to be indicated in each booking note) with one of the International Group of P&I Clubs (IGA), or with one of the following underwriters:

\* American Steamship Owners Mutual Protection and Indemnity Association, Inc. (American Club)

\* Assuranceforeningen Gard (Gjensidig) (GARD)

\* Assuranceforeningen Skuld (Gjensidig) (SKULD)

\* The Britannia Steam Ship Insurance Association Ltd. (Britannia)

\* The Japan Ship Owners' Mutual Protection and Indemnity Association (Japan)

\* The London Steam-Ship Owners' Mutual Insurance Association Ltd. (London)

\* The North of England Protecting and Indemnity Association Ltd. (NOE)

\* The Shipowners' Mutual Protection and Indemnity Association (Luxembourg) (SOPClub)

\* The Standard Steamship Owners' Protection and Indemnity Association (Bermuda) Ltd.

\* The Standard Steamship Owners' Protection and Indemnity Association (London) Ltd.

\* The Steamship Mutual Underwriting Association (Bermuda) Ltd.

\* Sveriges Angfartygs Assurance Forening (The Swedish Club)

\* The United Kingdom Mutual Steamship Assurance Association (UK Club) Ltd

\* The West of England Ship Owners' Mutual Insurance Association (Luxembourg)

\* British Marine Mutual Insurance Association Ltd. London

\* Antra / Trampart North Dutch Association

\* Raetsmarine (former Intercoastal)

\* Noord Nederlandsche Protectie Club Mutual P&I Association

\* Osprey P&I

\* Navigators

\* Hanseatic P&I (only if they act for non Russian P&I clubs)

\* Lodestar Marine Ltd.

\* Hydor

Other P&I clubs subject to specific cargo insurance approval.  
Russian P&I clubs like Ingosstrakh are anyway not acceptable.

g)

The Owners of the vessel guarantees that the minimum terms and conditions of employment of the vessel's crew are now and will at any time during the currency of this Charter Party be covered by an ITF Agreement or a Bona Fide Trade Union Agreement acceptable to the ITF. Owners further warrant that the vessel (and her flag) is eligible for trading to the ports and places specified for the voyages and at all time shall have on board all certificates, records and other documents required for such trading. In the event of any loss of time or boycott of the vessel by or any labour problems with shore labour, Seamen's Unions, tug boats, pilots or local authorities arising by reasons of the vessel's flag, nationality or registry, her ownership, management or agents, the nationality of any member or her crew or the prior trading of the vessel or her trading of any other vessel under the same ownership and/or control, then Owners to be responsible for any and all consequences resulting from such actions. Any expenses incurred to be for Owner's account and any time lost is not to count as laytime.

h)

Vessel is not listed on the blacklists issued by Authorities Members of the Paris Memorandum and complies with the security regulations in force during the currency of this Voyage.

i)

Port state control history: nominated vessels have no detention issues within the last 12 months.

#### **CL.5.- EXTRA INSURANCE**

Any extra insurance on vessel always to be for Owners account,  
always subject to charterers approval.

#### **CL.6.- VESSEL'S LIGHTS, LADDERS AND GANGWAY**

Vessel to have sufficient lights on board to lighten the complete deck surface and working cargo holds (but always minimum two) at the same time during loading and discharge operations. Vessel to supply lights when required, day or night, free of expense to the Charterers / Shippers. All lights to be in perfect working order. All working time lost owing to insufficient light to be deducted from laytime and Owners/vessel to be responsible for standby costs of labour and full demurrage on railroad waggons and/or barges, if any.

The stepping ladders giving access down to the holds will be in good working order and according with usual port's regulations, allowing longshoremen an easy and safe entrance and exit.

At loading port, a gangway shall be placed and accessibility to be safe and secure at all times – no people from Charterers/Shippers, their agents or dockers will board the vessel without safe gangway. In default of above all loading, discharging operations will be stopped and laytime will not count. All costs involved will be for Owners/vessels account.

#### **CL.7.- CESSER CLAUSE**

Charterers' liability under this Charter Party to cease on vessel being loaded provided the cargo is worth the freight. The owners having absolute lien on the cargo for all freight, deadfreight, demurrage, detention and average, which lien they hereby bound to exercise.

#### **CL.8.- ARRIVED SHIP**

A) The vessel is deemed to be an arrived ship only after it is accessible, in free pratique, coast guard and customs cleared, after the Shippers/Receivers have received the notice of readiness to load/discharge from the Master/Owners and the ship's holds are clean, dry, free of any obstacles and in every way suitable to receive, load and stow, respectively discharge the cargo.

B) Owners to provide vessel's holds thoroughly swept, cleaned, dried and free of smell, fit to receive the contracted cargo at Charterers/Shippers or their agent's or sworn nautical surveyors entire satisfaction before tendering notice of readiness. If conditions stated above are not fulfilled, the vessel can only be considered as an arrived ship once these items have been rectified and the vessel has been able to tender notice as described under A. But only in case the vessel is required to wait at anchorage due to an occupied berth and on the condition that the condition of the vessels' holds are verified upon arrival at berth, time lost after the discovery until the vessel is again ready to load/discharge shall not count as laytime.

C) Notice of Readiness will not be accepted by Charterers/Shippers until hatches properly watertight.

D) If a loading/discharging berth is not designated or if such designated berth is not available upon the vessel's arrival at or off the port, notice of readiness may be given upon arrival at the waiting place (pilotstation, anchorage or berth) whether in port or not, whether in free pratique or not, whether in berth or not, whether customs cleared or not.

Any time lost at waiting place preventing the vessel from proceeding to the berth due to her inefficiency, weather, tidal conditions, strikes of tugs or pilots or mandatory regulations applicable, notice of readiness may be given only when such hindrance(s) has (have) ceased.

E) Master and / or Owners only have the right to tender NOR during office hours from 09:00 till 17:00.

F) Should the vessel tender notice of readiness earlier than 00.00 hours of the first layday, Notice of Readiness will be accepted at earliest at 9:00 AM on the first working day of the agreed laycan.



#### **CL.9.- LAW AND JURISDICTION**

Any disputes arising to be referred to English law and arbitration to be performed in London.

Any claim must be made in writing, and claimant's arbitrator appointed within 6 (six) months of the final discharge, and where this provision is not complied with, the claim shall be deemed to be waived and absolutely barred.

LMAA Small Claims procedure:

Notwithstanding anything to the contrary in this Charter Party, the parties agree that all arbitrations where the amount at issue in dispute is less than USD 100.000 shall be conducted according to the small claims procedure 1994 of the London Maritime Arbitrators Association as amended from time to time.

#### **CL.10.- TERMS**

The terms of this Charter Party shall always supersede those of the Bill of Lading(s), whenever contradictory. Typewritten clauses or amendments shall principally overrule the printed text of the Gencon Charter Party. Transshipment is strictly forbidden.

#### **CL.11.- BIMCO ISM CLAUSE**

Owners and vessels to fully comply with International Safety Management (ISM) code.

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 Owners shall provide a copy of the relevant Document Of Compliance (DOC) and Safety Management Code (SMC) to the Charterers/Shippers.

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 with ISM code shall be for Owners account.

#### **CL.12.- ISPS**

As from the date of the coming into force of the 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".

At the time of the Vessel's nomination, the Owners shall provide the Charterers in writing with (i) a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) as well as (ii) the full contact details of the Company Security Officer (CSO).

Except as otherwise provided in this Agreement, any loss, damage, expense or delay, excluding consequential loss, 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.

Upon prior request of the CSO and the Ship Security Officer (SSO)/Master, the Charterers or the Shippers shall provide with their full contact details and any other information the Owners require to comply with the ISPS Code.

Except as otherwise provided in this Agreement, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers or the Shippers to comply with this clause shall be for the Shippers' account and any delay caused by such failure shall be compensated to the Owners at the demurrage rate.

Notwithstanding anything else contained in this Agreement customary isps charges and any additional costs or expenses whatsoever directly and solely arising out of or related to security regulations or measures required by the port facility or any relevant authority 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 the account of the party that will settle the Disbursements Account of the port call, unless such costs or expenses result from the Owners' negligence.

All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

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

Owners shall ensure that the nominated (un)loading berth(s)/port(s) nominated under this Agreement complies with all requirements of the ISPS Code and acknowledge said nominated berth(s)/port(s) as safe.

#### **CL.13.- HAGUE VISBY RULES**

The Hague Visby rules contained in the International Convention for the Unification of certain rules relating to the Bills of Lading, dated Brussels 25<sup>th</sup> August 1924 and as subsequently amended, shall apply to this contract. The Owners and Charterers/Shippers are entitled to the benefit of all privileges, rights and immunities contained in such enactments as if the same were here specifically set out.

#### **CL.14.- OIL POLLUTION CLAUSE**

Owners to comply with any Law or Regulations concerning oil pollution and Owners financial responsibility therefrom Owners further warrant the certificate of financial responsibility will be maintained effective throughout the duration of performance under this Charter Party.

Charterers/Shippers shall not be liable for demurrage as a result of Owners' failure to obtain the aforementioned certificate.

#### **CL.15.- STRIKE CLAUSE**

- (a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out if same demanded by Owners and accepted by Charterers time lost during strike period to count half after vessel is considered an arrived ship (see clause 8).. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account. Time lost during strike period, after vessel is considered an arrived ship (see clause 8), at loadport/discharging port to count half.
- (b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at and end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates but time lost during strike period to count half after vessel is considered an arrived ship (see clause 8). Thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill(s) of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.
- (c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.

Within the Strike terms will be understood the following acts:

- 1.- Stops, closing of the ports due to Pilots, Mooringmen, Tugboats, Lightermen, personal of the Port Authorities, Stevedores-Longshoremen
- 2.- Stops of any kind of transport
- 3.- Stops into the factory.
- 4.- Stops of any other hands essential to the working , carriage , delivery of the shipment, or discharge of said cargo.

Time lost by reason of all or any of the following cases shall not be computed in the loading/discharging time, viz: war, rebellion, civil commotions, insurrections, epidemics, quarantine, riots, draughts and all and every damages and accidents of the seas, rivers and navigation of whatsoever nature and kind that may prevent the loading, the discharging and delivery during said voyage beyond control of Charterers, unless vessel already on demurrage.

#### **CL.16.- FORCE MAJEUR**

Charterers shall not be responsible for any delay if the cargo intended for shipment under this Charter Party cannot be produced, provided, delivered, loaded or discharged by reason of riots or lockouts of any class of workmen or stoppage of labour connected in any way with, or essential to producing, providing, delivery, loading, or discharging of the cargo, or by reason of floods, fire, snow ice, frosts, fogs, bad weather and all accidents , draughts and all and every damages and accidents of the seas, rivers and navigation of whatsoever nature and kind or hindrances or other cause or causes beyond the control of the Charterers, Shippers or Receivers which may prevent or delay the producing, providing, delivery, loading or discharging of the cargo, including all accidents to piers, shiploaders, and/or stoppages and hindrances, war, rebellion, riots, civil commotions, epidemics, quarantine, political disturbances, insurrections or interventions of constituted authorities.

In the event of the above hindrances existing on vessel's arrival at loading ports, Owners to have the option of cancelling the Charter Party, or if any of the above hindrances occur during loading, the Captain to be at liberty to sail with whatever cargo is on board. It is understood that Charterers will not be responsible for dead freight, damages etc. for Owner's cancellation of the Charter Party or sailing with whatever cargo is on board. Before taking the decision to sail Master/Owner will give Charterer/Shippers the time needed for the latter to opt for keeping the vessel, in which case Owners and Charterer/Shippers have to agree on time to count. Charterer/Shipper will not withhold their decision unreasonably.

#### **CL.17.- CANCELLING**

- 1. The Charterers shall be entitled to cancel a scheduled Voyage at the latest 36 (thirty-six) hours before the expected date of the Vessel's arrival at the Loading Port (hereinafter referred to as "Cancelling Date"), by informing the Owners or their Agent by any appropriate mean confirmed by registered letter return receipt requested, if:
  - the Vessel not having tendered the Notice of Readiness on or before the Cancelling Date; or

- the Vessel not being ready to load the Cargo for any reason whatsoever, as long as such unreadiness is not due directly and exclusively to the Cargo; or
- in case of reasonable doubt about the creditworthiness of the Owners, in particular in case of risk of Cargo's arrest by any Owners' creditor or subcontractor, as well as by any representative of Owners' creditors' or subcontractors; and/or
- any ban or decision of any local and/or administrative authority preventing the Vessel from entering into and/or to go out a Loading or Unloading Port; and/or

For the purpose of the foregoing, the Owners duly agree that the Shippers may validly act on behalf of the Charterers in any of the above listed cases.

2. Any foreseeable event preventing the Vessel from being ready at the expected date of Vessel arrival at a Loading Port shall be duly notified by the Owners to the Charterers without delay.
3. Should the Owners anticipate that the Vessel would not be ready to load the Cargo by the Cancelling Date, they shall notify the Charterers without delay stating the expected date of the Vessel's readiness to load the Cargo and asking whether the Charterers shall exercise their option of cancelling the scheduled Voyage or to agree to a new Cancelling Date.
4. The Charterers shall declare their decision within 24 hours as applied at the Charterers' place of business after receipt of the above-mentioned Owners' notice. If the Charterers expressly agree to a new Cancelling Date, the Charter-Party related to such Voyage shall be deemed as amended in compliance with such new Cancelling Date, such provisions operating only once. Should the Vessel once again not be ready to load the Cargo just before the new Cancelling Date, the Charterers shall be entitled to cancel the Voyage and to claim accordingly for damages.

#### **CL.18.- Sanctions Compliance Clause**

(a) Notwithstanding any other term of this Contract, both parties agree to the following conditions which are incorporated into this Contract:

(i) to comply in the performance of this Contract with the strictest obligations imposed by any applicable sanctions measures, or, if more stringent, with the standards of sanctions measures issued or adopted from time to time by HM Treasury of the UK, the Australian Government, Switzerland, the US Government (including the US Department of the Treasury's Office of Foreign Assets Control ("OFAC")), the European Union, the United Nations Security Council, and NATO as though such regulations were applicable to the parties ("Sanctions"); and

(ii) not to require the other party or any third party (including any financial institution or insurer) to take any action or perform any obligation in relation to the Contract which involves or may reasonably be considered to involve a violation of Sanctions applicable to such party. For the avoidance of doubt, nothing in this clause shall relieve either party of any obligation to make a payment due under any other terms of this Contract.

(iii) For the avoidance of doubt, the standards set forth in (a)(i) and (a)(ii) shall require due diligence by the parties as to, without limitation, the countries and ports of origination, destination, and transit in a voyage; and by Charterer: the direct and indirect ownership, country of origin and ultimate destination of cargoes shipped; and by Owner: the owner and location of suppliers of bunkers; the country of organisation, registration, location or residence of the vessel, vessel owner(s), subcharterers, and crews. If either party becomes aware of any circumstances of any actual or potential breach of Sanctions by any party then that party shall promptly disclose those circumstances to the other party to this Contract.

(b) No Blocked Vessel may be nominated or used pursuant to this Contract and Owner expressly warrants that the Vessel which is the subject of this Contract is not a Blocked Vessel. For this purpose, a Blocked Vessel shall be a vessel:

(i) listed on the List of Specially Designated Nationals and Blocked Persons published and amended from time to time by OFAC (the "SDN List"), the EU's or UK's Consolidated List, Australia's Department of Foreign Affairs and Trade Consolidated List, or the Consolidated List of a UN Security Council Sanctions Committee under a resolution imposing an assets freeze (collectively, "Sanctions Lists");

(ii) the registered owner of which is named on a Sanctions List;

(iii) directly or indirectly owned, chartered, operated or controlled by any individual or entity named on a Sanctions List;

(iv) flagged or registered by a country that is the subject of Sanctions.

(v) owned or chartered by an individual or entity that is registered, constituted or organised in, or who is a citizen or resident of or located in, a country that is the subject of Sanctions.

(vi) acceptance of which by the party to whom the Vessel has been nominated or used pursuant to the terms of this Contract ("Accepting Party") would constitute a violation of any Sanctions without limitation to any other sub-clause in this Contract by the Accepting Party, as if the Accepting Party were required to comply with Sanctions, all as amended from time to time.

(c) No party to this Contract shall permit any vessel nominated or used pursuant to this Contract to originate or terminate its voyage in a country that is the subject of territorial Sanctions. Nor shall any party to this Contract permit any vessel nominated or used pursuant to this Contract to transit any country that is the subject of Sanctions.

(d) In the event that any party to the Contract breached any provision of this clause 67 including in the event of any snap back of sanctions that are lifted or removed, the other party shall be entitled to terminate this Contract with no consequence. Any party to this Contract who breaches a provision of this clause will be liable to and indemnify the other for any and all directly related losses, fines damages and costs whatsoever suffered by the other to the maximum extent permitted under the law of the Contract and which arise solely out of the said violation or breach as the case may be.

## **CL.19.- Anti-corruption Clause**

### **1. Compliance with Law and ArcelorMittal Policies**

(a) The Owner/Supplier hereby represents and warrants that, in connection with this agreement or the business resulting therefrom that the Owner/Supplier and Related Parties are in compliance and shall continue to comply with the Applicable Law and the Policies and that it has not done any act nor shall do any act that will contravene the Applicable Law and Policies. The Owner/Supplier further represents and warrants that neither it nor any of its Related Parties is a Government Official and shall inform ArcelorMittal if there is any change and ArcelorMittal in its absolute discretion shall have the right to terminate this agreement.

(b) In connection with the above, "Related Parties" (Related Party – singular) shall mean (i) directors, officers, employees, and any person acting for or on behalf of the Owner/Supplier (e.g. agents, brokers, distributors, sub-contractors, joint venture partner ...) (referred to as "Personnel") as well as (ii) its affiliates and Personnel of its affiliates; "Applicable Law" shall mean all laws applicable to the Parties including those concerning corruption and bribery, money-laundering and economic sanctions and shall in particular include the United States Foreign Corrupt Practices Act and the UK Bribery Act as amended from time to time; "Policies" shall mean ArcelorMittal's various compliance policies including in particular the (i) Code of Business Conduct and (ii) Anti-Corruption Procedure as set out on ArcelorMittal's website: <http://www.arcelormittal.com>.

### **2. Audit rights, Internal Controls and Record Keeping**

(a) The Owner/Supplier must maintain and ensure that its Related Parties maintain adequate internal controls and procedures to assure compliance with this "Compliance with the Law and ArcelorMittal Policies" clause, including procedures to accurately record and report all relevant transactions in its books and records.

(b) The Owner/Supplier must retain, and ensure that its Related Parties retain, all records, invoices and information related to this agreement ("Records") for 10 years after termination of the agreement. The Owner/Supplier must provide ArcelorMittal with originals of any Records, on request. ArcelorMittal may reproduce and retain copies of any Records.

(c) ArcelorMittal may monitor or audit the Owner/Supplier's compliance with this "Compliance with the Law and ArcelorMittal Policies" clause - and in particular audit all information, rates and costs and expenses related to this agreement - at any time while the agreement is in force and within ten (10) years of its termination. In the course of such monitoring or auditing, The Owner/Supplier must (i) provide ArcelorMittal (or its authorised representative) with access at all reasonable times to its premises and Records (and those of its Related Parties) and (ii) permit ArcelorMittal (or its authorised representative) to interview The Owner/Supplier's Related Parties, upon ArcelorMittal's request. The Owner/Supplier must implement all agreed recommendations arising from such monitoring or auditing within the deadlines mutually agreed with ArcelorMittal.

### **3. Indemnity, Liability and Termination**

(a) The Owner/Supplier's or a Related Party's failure to comply with this "Compliance with the Law and ArcelorMittal Policies" clause will be deemed a material breach of this agreement entitling ArcelorMittal to immediately terminate this agreement by written notice. ArcelorMittal may also terminate this agreement or suspend or withhold payment if in ArcelorMittal's reasonable opinion, The Owner/Supplier has violated, intends to violate, or has caused a violation of any Anti-Corruption Laws, or if any conflict of interest arises between The Owner/Supplier or a Related Party and ArcelorMittal or a related Party of ArcelorMittal.

(b) The Owner/Supplier indemnifies, defends, and holds harmless ArcelorMittal, its affiliates, directors, officers and employees from and against all liabilities, losses, damages, injuries, costs, expenses, actions, proceedings, claims, demands, fines and penalties arising out of the Owner/Supplier's breach of its obligations, representations, warranties or undertakings in this "Compliance with the Law and ArcelorMittal Policies" clause.

(c) Nothing in this "Compliance with the Law and ArcelorMittal Policies" clause limits or excludes any obligation or liability imposed by law on the Owner/Supplier or its Related Parties.

## **CL.20.- STEVEDORES RESPONSIBILITY**

Stevedores, at both ends, although appointed and paid by the Charterers/Shippers shall be deemed to be the servants of the Owners for all purposes and Charterers/Shippers not to be responsible for their negligence or default.

Stevedores damages at loading and discharging ports, if any, are to be settled directly between Owners and Stevedores, without intervention of Charterers or Receivers. But charterers have to cooperate fully with Owners and give best assistance to obtain settlement from stevedores.

Stevedores damages, if any, to be notified to Stevedores by Master in writing, within 24 hours after occurrence and anyhow prior to vessel's departure from port where the alleged damage occurred, failing which, the Stevedores will no longer be responsible and cannot be held liable.

The Master has to issue and sign a certificate upon completion of loading and discharging operations confirming that same have been handled to the His full satisfaction unless damages have actually been incurred and registered.

## **CL.21.- FORKLIFTS**

Shippers/Receivers have the option to use forklifts and/or blocks attached to pad eyes during loading and discharging operations and Owners have to allow the use of forklifts in all cargo compartments and warrant that the vessel has steel tanktops and is in every respect suitable to allow unimpeded forklift operation. In case loading or discharging operations are conducted basis liner

terms by Owners' stevedores, later then must use proper handling gear such as forklift sleeves, spreader bars, s- or c-hooks/clamps, braided slings, etc.

#### **CL.22.- OPENING AND CLOSING OF HATCHES/TWEENDECKS**

All opening and/or closing of hatches and/or tweendecks, moving bulkheads even if intermediate, to be done by ship's crew and time so used not to count as laytime even if on demurrage.

The Captain/Master shall cover the hatches of each hold as soon as the loading into / respectively discharge out of same has finished for the day and also all hatches when the loading has finished. If the weather is wet or threatening and also during rain or snow he shall cover up all hatches provided materials loaded are moisture / water sensitive.

#### **CL.23.- EQUIPMENT**

Charterers/Shippers and/or Receivers have the free use – if on board – of vessel's gears/derricks/winches up to their lifting capacity as advised by the Owners.

All time lost due to the failure of such equipment to be for Owner's account pro rata of the number of holds affected.

#### **CL.24.- OVERTIME**

Charterers/Shippers and/or Receivers have the liberty to work also during night and/or excepted periods. Overtime to be for account of party ordering same, but overtime for officers and crew to be always for Owner's account.

#### **CL.25.- RESPONSABILITY ON THE NUMBER OF PIECES LOADED**

The Master/Owners will be responsible for the number of pieces, packages or bundles loaded respectively signed in Bills of Lading or Mate's Receipts.

#### **CL.26.- SHIFTING**

Shifting from waiting place (pilot station, waiting berth, anchorage, ... ) to loading/discharging/ waiting berth shall not count as laytime or time on demurrage & shifting costs shall be for owners' account.

Shifting ordered by port authorities shall not count as laytime or time on demurrage. Shifting costs shall be equally split between owners and charterers, unless due to vessel's default in which case same to be fully for owners' account.

Shifting alongside loading/discharging berth shall not count as laytime or time on demurrage & shifting costs shall be for owners' account.

In case more than one load/discharge berth has been agreed shifting between loading/discharging berths shall not count as laytime or time on demurrage & shifting costs shall be for owners' account.

Shifting time starts as from the moment that anchor is weighed, mooring lines are detached or pilot is on board, whichever is earlier, till she is again fully anchored or berthed all fast.

#### **CL.27.- PORT RESTRICTIONS**

The Charterers/Shippers shall exercise due diligence with regard to the selection and/ or provisions of safe ports and/or berths but shall not be under any liability in connection herewith if such due diligence has been exercised. Anyway Owners/Master to consider the usual/actual draft - and LOA/beam or any other restrictions at all ports.

#### **CL.28.- LAYTIME AT LOADING/DISCHARGING PORT/BERTH:**

Laytime at load & discharge is expressed as a number of weather working days or hours or as metric tons per weather working day of 24 consecutive hours Saturdays, Sundays and holidays or equivalent excepted .

Time from Friday 5pm or any other day preceding a legal or local holiday until 8am next Monday or following working day after legal or local holiday or equivalent shall not to count as laytime even if used.

Time lost which is attributed to the crew or ship's mechanical failure shall not count as laytime or time on demurrage.

Laytime to cease upon completion of loading or discharging operations, removal of any loading or discharging equipment or lashing/securing/dunnaging.

Laytime at load & discharge to be non-reversible .

**CL.29.- LAYTIME CALCULATIONS IF THERE IS DEADFREIGHT**

In case of deadfreight, the time allowed for loading and discharging to be calculated on the basis tonnage for which the freight is paid, and not on the actual quantity loaded.

**CL.30.- VACATE OF LOADING/DISCHARGING BERTH**

The vessel will vacate the loading and discharging berth immediately after the loading and discharging has been completed and when safe to do so subject to tidal restrictions, in fault thereof the Owners will reimburse Charterers/Shippers for any losses including demurrage paid by them to the Owners of other ships waiting for berthing.

**CL.31.- PART CARGO – (APPLICABLE ONLY IF EXPLICITLY AGREED DURING THE NEGOTIATIONS)**

Owners to guarantee sufficient bottom space for Charterers/Shippers cargo. Other part cargo to be harmless, non-dangerous, fully separated from Charterers/Shippers cargo and will not disturb the continuous loading and/or discharging of Charterers/Shippers cargo. No part cargo shall be overstowed on top of Charterers/Shippers cargo.

**CL.32.- NOMINATION AND MONITORING**

When nominating Owners to advise Vessel's last port of call and any remaining cargo and her expected time of completion and her expected time of arrival at loadport.

Owner has to keep Charterers'/Shippers' fully advised of Vessel's progress on a daily basis until the Vessel reaches the load port and after loading to keep Charterer regularly advised of Vessel's expected time of arrival at the discharge port and immediately of any delays encountered en-route. If delays exceed 12hrs, owners to immediately advise all parties concerned without fail and if Owners do not comply with this clause then Owners will be in breach of CP and consequences will be for Owners account and time.

It is Owner's broker duty to ensure that this information is regularly received and monitored and that any danger to miss Vessel's cancelling is brought immediately to Charterers' attention.

**CL.33.- NOTICES FOR LOADING AND DISCHARGING PORTS**

Owners/Master to give notices on fixing and the 72/48/24 hours definite notice to Charterer's agent at loadport and to Charterer's Broker.

Upon completion of loading and sailing Owners/Master to telex/cable or Email Charterer's Brokers and Charterer's agent at discharging port expected time of arrival at the discharging port. Thereafter Owners/Master to give notices 72/48/24 hours definite to Charterer's Brokers and Charterer's agent at discharging port.

Owners/Master to sent upon completion of loading to Charterer's agent at loadport and to Charterer's Broker a message stating date and time of completion and sailing Bill of Lading of Mate's receipt weight, including breakdown of each hold (number of pieces and weight) approximate expected time of arrival at discharging port.

**CL.34.- NOTICE WHEN CALLING PORT OF SHELTER**

The Master or the Owner must cable immediately to Charterers/Shippers and respectively agents at loading or discharging port, when entering at any port for shelter, the arrival time and the sailing time, explaining the reasons why she entered for shelter.

**CL.35.- FREIGHT**

Owners as declared in nomination to be the entity issuing the freight invoice (letter head paper) and to be as well the freight beneficiary. The bank's details as mentioned in nomination will be the ones to which freight payment will be made with no change allowed after nomination.

100% Freight is deemed earned on signing bills of lading and non-returnable cargo lost or not lost. Charterers/Shippers have the right to deduct from the freight payment the address commission as per Part I – Box 20.

The Master has to sign the Congen or Conline Bills of Lading stating 'Freight payable as per CP or freight prepaid', but Charterers/Shippers to remain responsible for full freight payment.

Charterers/Shippers will remit freight within 15 (fifteen) banking days after signing and releasing of the bills of lading and receipt of freight invoice in Owners bank account as laid out in Owners freight invoice based on a fax or scanned copy of the invoice.

Freight invoice has to be made out and original sent to:

Invoicing address:

ArcelorMittal Belgium NV – Site AM Gent

Keizerinlaan 66

B-1000 Brussel

Sent to:

ArcelorMittal Belgium NV – Site AM Gent  
Disbursement Department – Office 2314  
J.F.Kennedylaan 51  
B-9042 Gent

Owners full style and banking details:

Vertom Shipping & Trading BV  
Oever 7  
3161 GR Rhooen  
The Netherlands  
BIC: INGBNL2A  
IBAN No: NL84 INGB 0652 1569 59  
Bank account no.: 065.21.56.959

In case of new supplier or changed bank account owners to provide official statement from their bank reconfirming iban/swift related to owners together with e-mail and contactperson for payment and anti-fraud purposes.

The beneficiary of the payment must be the same as the editor of the invoice.

In case 'Freight Prepaid' bills of lading are required Master/Owner to release the bills of lading immediately upon Charterers or their agents providing fax or scanned copy of the bank's confirmation of the swift transfer.

**CL.36.- TAXES/DUES**

Taxes/Dues on cargo to be for Charterers/Shippers/Receivers account.  
Taxes/Dues on vessel / freight, including all charges falling under customary port charges including ISPS to be for Owners account.  
Other Taxes/Dues related to the voyage of the vessel, including but not limited to Sea way tolls, Canal dues, customary disbursements accounts, always to be for owners account.

**CL.37.- DEMURRAGE/DETENTION**

Charterers to pay demurrage or detention, if any, at the rate indicated in Part I - box 18 at loading and discharging port, unless otherwise agreed.

Demurrage or detention, if any, is payable after right and true delivery of the cargo against presentation to the Charterers/Shippers of the Owners' final freight statement together with the time sheet for both loading and discharging port drawn up in accordance with the terms and conditions of this Charter Party and along with the original statement of facts duly signed by the Master, the Agents and the Shippers/Receivers (if they are present on board), original notice of readiness at all ends.

Demurrage or detention is payable within 30 days of receiving and accepting all relevant documents to same bank as freight payment.

Despatch money to be paid by Owners on working time saved all ends at half demurrage rate unless otherwise agreed.  
Despatch money is payable within 30 days of receiving and accepting all relevant documents. Money is to be transferred to Charterer's nominated bank account.

Detention only to apply in case of a) lack of cargo, b) cargo documents, c) means of transport delaying loading and/or discharging operations. Detention, if any, to count as per Gencon terms (8 AM – 2PM) and to be at same level of agreed demurrage rate.

For all events where demurrage is to be applied, no detention can be claimed.

**CL.38.- BILLS OF LADING**

Bill of Lading(s) quantity shall be actual quantity loaded which to be determined by mill's certificates or similar acceptable evidence of cargo tonnage. (Draft survey is not acceptable to Charterers.)

Master has to sign Mate's Receipt(s) after loading of the cargo into the vessel at the end of each shift, provided same is prescribed accordingly to the ship's command.

Mate's Receipt(s) remarks, if any, must be specific and cargo related only and to be announced daily so to allow the Shippers to verify the Master's observations all latest 36 hours prior completion of lading and not lashed / secured. Remarks like "any" or "some" or in percentage are not acceptable and are not considered valid, unless specifically requested by Charterers.

Master has always to make all necessary remarks regarding cargo conditions into the Mate's Receipt. Shippers always have to keep original Mate's Receipt in their files.

Charterers or Shippers have the right to sign and release bills of lading in full conformity with the Mate's Receipt(s).

In case Master, Charterers or Shipper signs clean bills of lading (s), not in conformity with the Mate's Receipt(s), Charterers or Shippers will keep Master/Owner fully exempted of any claim related directly or indirectly with the damage described in the Mate's Receipt. If requested and agreed Shippers/Charterers will sign a letter of indemnity for the Bill of Lading(s) as per Charterers/Shippers requirements in Marsh LOI wording if necessary.

Should original Bills of Lading not have been signed / released or not be available on arrival at discharging berth Master to discharge entire cargo to the Charterers/Shippers under agents custody without LOI, if release of cargo has to be done to the Consignee, Owners/Master has to request the written instructions from Charterers. But Charterers or Shippers to be responsible for all consequences whatsoever of discharging the cargo without presentation of original bills of lading, unless otherwise indicated by Charterers or Shipper.

Upon Shipper's request 1/3 original Bills of Lading(s) and original EUR -1 certificate will accompany the goods in ships bag and the master will sign a declaration confirming this. Delivery of the cargo may properly be made against this one original bill of lading retained on board.

Charterers' agents or ArcelorMittal Logistics Belgium NV have the authority to sign bs/l for and on behalf of the master/owners against owners' approval of draft b/l.

#### **CL.39.- WEATHER PERMITTING**

Whenever the terms 'weather permitting', 'weather working day', 'weather permitting working day' appear, it means that whenever during waiting time, loading and/or discharging operations (throughout the entire laytime allowed), there is precipitation or other weather phenomena, such as winds or etc. recorded in the respective statements of facts, these periods will not count as laytime unless actually worked and unless the ship is already on demurrage.

#### **CL.40.- DUNNAGE**

FIOS l/s/d terms: the cargo to be lashed, dunnaged, secured as customary done by charterers' stevedores, free of expense to the vessel; any extra lashing, dunnaging and securing if required by Master/Owners, to be for Owners' account and any extra lashing, dunnaging and securing time not to count as laytime.

Charterers/Shippers have free use of dunnage and lashing materials on board. The cargo is to be unlashed by the ship's crew upon arrival at discharging port if permitted by local regulations. Dunnage supplied, if any, for securing cargo as customary shall become ship's property, unless claimed by agents, stevedores' forwarders and/or receivers at the port of discharge.

Any extra dunnage required by master for strengthening ship's floor and/or frames to be for owners' account

#### **CL.41.- AGENTS**

Owners to appoint agents nominated by Charterer at port of loading: See Part IV

Owners to appoint agents nominated by Charterers at port of discharge: See Part V

Prior vessel's arrival owners / disponent owners shall provide necessary funds in local currency to cover vessel's disbursements at loading/discharging port, including costs for tugboats. If no sufficient funds have been received before vessel's arrival at loading and discharging port, charterers have the right to deduct the estimated port expenses from the ocean freight.

Unless agreed otherwise, official local agency fee tariffs to apply.

#### **CL.42.- TOWAGE CLAUSE**

Towage, at both ends, even when appointed by the Charterers agents shall be deemed to be the servants of the Owners for all purposes and Charterers/Shippers not to be responsible for their negligence or default.

Towage damages at loading and discharging ports, if any, are to be settled directly between Owners and Towage operator, without intervention of Charterers or Receivers.

#### **CL.43.- EU Advance Cargo Declaration Clause for Voyage Charter Parties**

(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.

#### **CL.44.- ASSIGNATION CLAUSE**

In case of congestion at the nominated discharging port in the duration of this contract or for any other reason, Charterers/Shippers are unable to obtain a berth within 24 hours of vessel's expected arrival at discharging port, Charterers/Shippers to have the option to assign the vessel to another port in which case the freight to be mutually agreed, failing which vessel to proceed to the discharging port as indicated by the Charterers/Shippers as per contract.

#### **CL.45.- REPAIR CLAUSE**

Safety:

In case the vessel has to undergo repairs at the loading berth that will interfere with loading or discharging of the vessel or interfere with the arrival or departure of other vessels and repairs are being arranged without the mediation of Charterers/Shippers agent at load port. The party ordering repairs has to inform the repair company that before boarding the vessel, the principal of the repair gang has to present himself personally at the dispatch office at the load berth. In order to give Charterers/Shippers stevedores the opportunity to secure their safety whilst executing the repair work, the principle has to give clear explanation of the nature of the works to be executed both on board the vessel or in the water alongside the vessel. If the repair company fails to act in accordance with this instruction, Charterer/Shipper will not be liable in case of any accident.

Organisation of stevedores:

In case the vessel has to undergo repairs at port of loading/discharging causing a delay for loading/discharging, Charterers / Charterers agents need to be informed of all delays due to repairs in time in order to be able to cancel or rearrange stevedore gangs. In time is defined as:

- for discharging / loading during weekdays Monday-Friday: before 10 AM one day in advance of the planned loading or discharging period.
- For discharging / loading during weekend Saturday-Sunday or holidays: before 10 AM of Friday before weekend or before 10 AM of last day before holiday.

Owners are obliged to inform charterers/stevedores in time of upcoming surveys that are likely to cause delays for loading or discharging.

If Charterers are not informed on time all expenses of lost stevedore gangs are for owners.

#### **CL.46.- HOLIDAY CLAUSE**

BIMCO holidays and/or other holidays specifically agreed in the mainterms are excluded from shipping loading / discharging conditions. If vessel is working during excluded period only actual working time shall not count.

#### **CL.47.- TRANSIT CLAUSE**

Owners to do their utmost to arrive as soon as possible at the discharging port(s) after finishing lashing and securing at the loading port(s).

Guaranteed transit time: max            days, weather permitting and force majeure excluded.

Rotation:

If the rotation was not specifically agreed geographical rotation to be maintained

**PART IV. LOADING PORT GENT (Loading place Sidmar Quai and/or Stukwerkers steel terminal and/or All Wheatheer Terminal)**

The vessel will load at one or two safe berth(s) always afloat. Possible additional costs due to berthing at the All Wheather Terminal like pilot/boatmen/tugs to be for charterers account and to be invoiced separately.

**REQUEST OF SERVICE / LAYCAN / NOMINATION / ACCEPTANCE OF THE VESSELS**

The vessel will load at one safe berth always afloat.

Cargo sizes to be in Owners option between 2100 upto 3600 tonnes. Shipments evenly spread, loading dates for each voyage to be mutually agreed between Owners and Charterers/Shippers.

**LOADING CONDITIONS**

Dunnaging, lashing and securing to be free of expense to the vessel. The Master to remain responsible for proper stowage and lashing and

to sign a certificate that stowage, lashing and securing has been executed to his and vessel's full satisfaction for the intended voyage.

**LAYTIME**

All cargoes to be loaded in 24 running hours SSHINC weather permitting.

**NOTICES**

Notice at loading to be given to the Shipper and/or Shippers agent at loading port/place any time day night SSHINC.

Time actually used before commencement of laytime shall not count. Time lost in waiting for berth to count as loading time.

**AGENTS**

In every case Owners shall appoint Charterers/Shippers agent at loadport, Owners paying usual full agency fee / disbursements (any dock dues refunded to be for Charterers/Shippers benefit).

Charterers/Shippers agents:

VERTOM AGENCIES GHENT BVBA

Paul Smekensplein 4 – bus 402

B – 2000 ANTWERPEN

Belgium

Tel: 00 32 9 347 74 74 (24/7)

Email: [agencyghent@vertom.be](mailto:agencyghent@vertom.be)

**OFFICE HOURS**

Monday till Friday : from 09h00 till 12h00 and from 14h00 till 17h00

Saturday : from 09h00 till 12h00

## **PART V – SPECIAL CONDITIONS EACH DISCHARGING PORT**

### **V.1. BOSTON**

The vessel will discharge at one good safe berth.

#### **LAYTIME**

Cargo to be discharged at the rate of 2.000 metric tons within 24 hours weather permtiting Saturdays, Sundays included (local holidays excepted), Gencon 76 time counting and lay time terms to apply.

Time from 5 p.m. preceding a legal or local holiday until 8 a.m. next following working day not to count as laytime, unless used, in which case actual time used to count.

#### **NOTICES**

Owners to give a first approximate notice on fixing, then 3 days and 48 hours approximate notice and 24 hours definite notice of vessels readiness to Charterers/ and ship's agent at discharging port.

#### **AGENTS**

Port of Boston Ltd

Dock office

Boston, Lincs.

PE 21 6BN

United Kingdom

[sanderstevens@portofboston.co.uk](mailto:sanderstevens@portofboston.co.uk)

### **V.2.HULL**

The vessel will discharge at one good safe berth.

#### **LAYTIME**

Cargo to be discharged at the rate of 3.000 metric tons within 24 hours weather permtiting Saturdays, Sundays included (local holidays excepted), Gencon 76 time counting and lay time terms to apply.

Time from 5 p.m. preceding a legal or local holiday until 8 a.m. next following working day not to count as laytime, unless used, in which case actual time used to count.

Notice of readiness can be presented and will be accepted 7 days a week during office hours from 08:00 / 17:00 hours.

#### **NOTICES**

Owners to give a first approximate notice on fixing, then 3 days and 48 hours approximate notice and 24 hours definite notice of vessels readiness to Charterers/ and ship's agent at discharging port.

#### **AGENTS**

Charterers/Shippers agents

ASSOCIATED BRITISH PORTS

PO BOX No1

PORT HOUSE

NORTHERN GATEWAY

HULL HU9 5PQ

### **V.3. PORT SUTTON BRIDGE**

The vessel will discharge at berth 1 or berth 2.

#### **LAYTIME**

Cargo to be discharged at the rate of 2000 metric tons within 24 hours weather permitting Saturdays, Sundays and holidays excluded, Gencon 76 time counting and lay time terms to apply.

Time from Friday 5 p.m. or any other day preceding a legal or local holiday until 8 a.m. next Monday or following working day after legal or local holiday not to count as laytime, unless used, in which case actual time used to count.

Notice of readiness to be presented Monday till Friday 08:00 / 17:00 hours.

#### **NOTICES**

Owners to give a first approximate notice on fixing, then 3 days and 48 hours approximate notice and 24 hours definite notice of vessels readiness to Charterers/ and ship's agent at discharging port.

#### **AGENTS**

Charterers/Shippers agents:

SUTTON BRIDGE Ship agency Ltd

West Bank

PE12 9QR

SUTTON BRIDGE

#### **OFFICE HOURS**

Monday till Friday: from 08h00 till 13h00 and from 14h00 till 17h00

**V.8. IMMINGHAM**

The vessel will discharge at one good safe berth.

**LAYTIME**

Cargo to be discharged at the rate of 3.000 metric tons within 24 hours weather permtiting Saturdays, Sundays included (local holidays excepted), Gencon 76 time counting and lay time terms to apply.

Time from 5 p.m. preceding a legal or local holiday until 8 a.m. next following working day not to count as laytime, unless used, in which case actual time used to count.

Notice of readiness can be presented and will be accepted 7 days a week during office hours from 08:00 / 17:00 hours.

**NOTICES**

Owners to give a first approximate notice on fixing, then 3 days and 48 hours approximate notice and 24 hours definite notice of vessels readiness to Charterers/ and ship's agent at discharging port.

**AGENTS**

Charterers/Shippers agents:

DFDS LINER AGENCY

Western Acess Rd

Nordic house

DN40 2LZ

IMMINGHAM

ENGLAND

**OFFICE HOURS**

Monday till Friday: from 09h00 till 17h00

## **V.9. SEAHAM**

The vessel will discharge at one good safe berth.

### **LAYTIME**

Cargo to be discharged at the rate of 3.000 metric tons within 24 hours weather permtiting Saturdays, Sundays included (local holidays excepted), Gencon 76 time counting and lay time terms to apply.

Time from 5 p.m. preceding a legal or local holiday until 8 a.m. next following working day not to count as laytime, unless used, in which case actual time used to count.

Notice of readiness can be presented and will be accepted 7 days a week during office hours from 08:00 / 17:00 hours.

### **NOTICES**

Owners to give a first approximate notice on fixing, then 3 days and 48 hours approximate notice and 24 hours definite notice of vessels readiness to Charterers/ and ship's agent at discharging port.

### **AGENTS**

Charterers/Shipper's agents:

SANDERS STEVENS

### **OFFICE HOURS**

Monday till Friday: from 08h00 till 17h00

## PART VI. FREIGHT AND BUNKER CLAUSE

### BUNKERCLAUSE

The freight is based on the market price in Rotterdam for gasoil. The prices are based on BEBEKA website published on the first working day of each month or the first published report at the beginning of the month. This price will be valid at the bill of lading date within the same month.

#### Distances:

Ghent/Boston:	212 miles
Ghent/Immingham – Hull	230 miles
Ghent/Seaham :	307 miles
Ghent / Sutton Bridge	211 miles
Boston / Immingham	69 miles
Boston / Seaham	151 miles
Immingham/ Seaham	119 miles

Consumption (see below)

Calculation example: Ghent/Seaham 307 miles / 216 (9 knots per 24 hrs) x consumption x difference in gasoil price at b/l date

UK-Freightrates Vertom ex Ghent

15/04/2022 - 15/04/2023

EUR per ton on intaken weight	2150/2450mt	2850/3299mt	3300/3500mt
Boston	€ 20,20	€ 21,45	€ 19,45
Sutton Bridge	€ 20,20	€ 21,45	€ 19,45
Immingham or Hull	€ 19,95	€ 21,20	€ 19,20
Goole	€ 20,20	€ 21,45	€ 19,45
Seaham	€ 20,45	€ 21,95	€ 19,95

Second port surcharge

Hull and Immingham	€ 3,80	€ 3,40	€ 3,40
Boston or PSB or Seaham or Hull and Goole	€ 6,10	€ 5,10	€ 5,10
Boston or PSB and Hull or Immingham	€ 5,40	€ 4,50	€ 4,50
Boston or PSB or Im'ham or Hull and Seaham	€ 5,90	€ 4,70	€ 4,70
Hull and Goole	€ 4,05	€ 3,65	€ 3,65

Demurrage rates

EUR per ton	€ 1,75	€ 1,50	€ 1,50
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Bunkerclause

[www.bebeka.nl](http://www.bebeka.nl)

free range 800 - 900 USD

Bunkers to be calculated on b/l date. In case weekend Friday before.

Consumption

2150/2450 mton	3,0 mt per day
2850/3299mton	4,5 mt per day
3300/3500 mton	5,0 mt per day

All other terms & conditions as per C/P details known.