



TIME CHARTER

New York Produce Exchange Form

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd 1946; June 12th, 1981

| | | |
|------------------------------|---|----|
| | THIS CHARTER PARTY, made and concluded in Geneva | 1 |
| | day of 19..... | 2 |
| Owners | between, | 3 |
| | Owners of | 4 |
| | the good Steamship/Motorship | 5 |
| Description of Vessel | of of tons gross register, and | 6 |
| | tons net register, having engines of | 7 |
| | horsepower and with hull, machinery and equipment in a thoroughly efficient | 8 |
| | state, and classed of about | 9 |
| | cubic feet grain/bale capacity | 10 |
| | , and about | 11 |
| | long/metric tons deadweight capacity (cargo and | 12 |
| | bunkers, including fresh water and stores not exceeding | 13 |
| | long/metric tons) on a salt water draft of on summer | 14 |
| | freeboard, inclusive of permanent bunkers, which are of the capacity of about | 15 |
| | long/metric tons of | 16 |
| | fuel oil and | 17 |
| | long/metric tons of , and | 18 |
| | capable of steaming, fully laden, under good weather conditions about | 19 |
| | knots on a consumption of about | 20 |
| | long/metric tons of | 21 |
| | | 22 |
| | now | 23 |
| | and | 24 |
| Charterers | | 25 |
| | Charterers of the City of | 26 |
| Duration | The Owners agree to let and the Charterers agree to hire the vessel from the | 27 |
| | time of delivery for about | 28 |
| | | 29 |
| | within below mentioned trading limits. | 30 |
| Sublet | Charterers shall have liberty to sublet the vessel for all or any part of the | 31 |
| | time covered by this Charter, but Charterers shall remain responsible for the | 32 |
| | fulfillment of this Charter. | 33 |
| Delivery | Vessel shall be placed at the disposal of the Charterers | 34 |
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| | in such dock or at such berth or place (where she may safely lie, always afloat, | 38 |
| | at all times of tide, except as otherwise provided in Clause 6) as the Charterers | 39 |
| | may direct. If such dock, berth or place be not available, time shall count as | 40 |
| | provided in Clause 5. Vessel on her delivery shall be ready to receive cargo with | 41 |
| | clean-swept holds and tight, staunch, strong and in every way fitted for ordi- | 42 |
| | nary cargo service, having water ballast and with sufficient power to operate all | 43 |
| | cargo-handling gear simultaneously (and with full complement of officers and | 44 |
| | crew for a vessel of her tonnage), to be employed in carrying lawful merchan- | 45 |
| Dangerous Cargo | dise excluding any goods of a dangerous, injurious, flammable or corrosive | 46 |
| | nature unless carried in accordance with the requirements or recom- | 47 |
| | mendations of the proper authorities of the state of the vessel's registry and of | 48 |
| | the states of ports of shipment and discharge and of any intermediate states or | 49 |
| | ports through whose waters the vessel must pass. Without prejudice to the | 50 |
| Cargo Exclusions | generality of the foregoing, in addition the following are specifically excluded: | 51 |
| | livestock of any description, arms, ammunition, explosives | 52 |
| | | 53 |
| | | 54 |
| | | 55 |
| | | 56 |

Hire Payment and Commencement

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| | judice to any claims they (the Owners) may otherwise have on the Charterers. | 122 |
| | Time shall count from 7 A.M. on the working day following that on | 123 |
| | which written notice of readiness has been given to Charterers or their agents | 124 |
| | before 4 P.M., but if required by Charterers, they shall have the privilege of | 125 |
| | using vessel at once, in which case the vessel will be on hire from the com- | 126 |
| | men commencement of work. | 127 |
| Cash Advances | Cash for vessel's ordinary disbursements at any port may be advanced, | 128 |
| | as required by the Captain, by the Charterers or their agents, subject to 2 1/2 | 129 |
| | percent commission and such advances shall be deducted from the hire. The | 130 |
| | Charterers, however, shall in no way be responsible for the application of such | 131 |
| | advances. | 132 |
| Berths | 6. Vessel shall be loaded and discharged in any dock or at any berth or | 133 |
| | place that Charterers or their agents may direct, provided the vessel can safely | 134 |
| | lie always afloat at any time of tide, except at such places where it is customary | 135 |
| | for similar size vessels to safely lie aground. | 136 |
| Space Available | 7. The whole reach of the vessel's holds, decks, and usual places of | 137 |
| | loading (not more than she can reasonably and safely stow and carry), also | 138 |
| | accommodations for supercargo, if carried, shall be at the Charterers' dis- | 139 |
| | posal, reserving only proper and sufficient space for ship's officers, crew, | 140 |
| | tackle, apparel, furniture, provisions, stores and fuel. | 141 |
| Prosecution of Voyages | 8. The Captain shall prosecute his voyages with due despatch, and shall | 142 |
| | render all customary assistance with ship's crew and boats. The Captain | 143 |
| | (although appointed by the Owners) shall be under the orders and directions of | 144 |
| | the Charterers as regards employment and agency; and Charterers are to | 145 |
| | perform all cargo handling at their expense under the supervision of the | 146 |
| | Captain, who is to sign the bills of lading for cargo as presented in conformity | 147 |
| | with mate's or tally clerk's receipts. However, at Charterers' option, the Chart- | 148 |
| | erers or their agents may sign bills of lading on behalf of the Captain always in | 149 |
| Bills of Lading | conformity with mate's or tally clerk's receipts. All bills of lading shall be | 150 |
| | without prejudice to this Charter and the Charterers shall indemnify the Own- | 151 |
| | ers against all consequences or liabilities which may arise from any inconsis- | 152 |
| | tency between this Charter and any bills of lading or waybills signed by the | 153 |
| | Charterers or their agents or by the Captain at their request. | 154 |
| Conduct of Captain | 9. If the Charterers shall have reason to be dissatisfied with the conduct of | 155 |
| | the Captain or officers, the Owners shall, on receiving particulars of the | 156 |
| | complaint, investigate the same, and, if necessary, make a change in the | 157 |
| | appointments. | 158 |
| Supercargo and Meals | 10. The Charterers are entitled to appoint a supercargo, who shall accom- | 159 |
| | pany the vessel and see that voyages are prosecuted with due despatch. He is | 160 |
| | to be furnished with free accommodation and same fare as provided for | 161 |
| | Captain's table, Charterers paying at the rate of per day. | 162 |
| | Owners shall victual pilots and customs officers, and also, when authorized by | 163 |
| | Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc., | 164 |
| | Charterers paying at the rate of per meal for all such victual- | 165 |
| | ling. | 166 |
| Sailing Orders and Logs | 11. The Charterers shall furnish the Captain from time to time with all | 167 |
| | requisite instructions and sailing directions, in writing, and the Captain shall | 168 |
| | keep full and correct deck and engine logs of the voyage or voyages, which are | 169 |
| | to be patent to the Charterers or their agents, and furnish the Charterers, their | 170 |
| | agents or supercargo, when required, with a true copy of such deck and engine | 171 |
| | logs, showing the course of the vessel, distance run and the consumption of | 172 |
| | fuel. | 173 |
| Ventilation | 12. The Captain shall use diligence in caring for the ventilation of the | 174 |
| | cargo. | 175 |
| Continuation | 13. The Charterers shall have the option of continuing this Charter for a | 176 |
| | further period of | 177 |
| | | 178 |
| Laydays/Cancelling | 14. If required by Charterers, time shall not commence before | 179 |
| | and should vessel not have given written | 180 |
| | notice of readiness on or before but not | 181 |
| | later than 4 P.M. Charterers or their agents shall have the option of cancelling | 182 |
| | this Charter at any time not later than the day of vessel's readiness. | 183 |
| Off Hire | 15. In the event of the loss of time from deficiency and/or default of officers | 184 |
| | or crew or deficiency of stores, fire, breakdown of, or damages to, hull, | 185 |
| | machinery or equipment, grounding, detention by average accidents to ship or | 186 |

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| | cargo unless resulting from inherent vice, quality or defect of the cargo, | 187 |
| | drydocking for the purpose of examination or painting bottom, or by any other | 188 |
| | similar cause preventing the full working of the vessel, the payment of hire and | 189 |
| | overtime, if any, shall cease for the time thereby lost. Should the vessel deviate | 190 |
| | or put back during a voyage, contrary to the orders or directions of the | 191 |
| | Charterers, for any reason other than accident to the cargo, the hire is to be | 192 |
| | suspended from the time of her deviating or putting back until she is again in | 193 |
| | the same or equidistant position from the destination and the voyage resumed | 194 |
| | therefrom. All fuel used by the vessel while off hire shall be for Owners' | 195 |
| | account. In the event of the vessel being driven into port or to anchorage | 196 |
| | through stress of weather, trading to shallow harbors or to rivers or ports with | 197 |
| | bars, any detention of the vessel and/or expenses resulting from such deten- | 198 |
| | tion shall be for the Charterers' account. If upon the voyage the speed be | 199 |
| | reduced by defect in, or breakdown of, any part of her hull, machinery or | 200 |
| | equipment, the time so lost, and the cost of any extra fuel consumed in | 201 |
| | consequence thereof, and all extra expenses shall be deducted from the hire. | 202 |
| Total Loss | 16. Should the vessel be lost, money paid in advance and not earned | 203 |
| | (reckoning from the date of loss or being last heard of) shall be returned to the | 204 |
| | Charterers at once. | 205 |
| Exceptions | The act of God, enemies, fire, restraint of princes, rulers and people, | 206 |
| | and all dangers and accidents of the seas, rivers, machinery, boilers and steam | 207 |
| | navigation, and errors of navigation throughout this Charter, always mutually | 208 |
| | excepted. | 209 |
| Liberties | The vessel shall have the liberty to sail with or without pilots, to tow and | 210 |
| | to be towed, to assist vessels in distress, and to deviate for the purpose of | 211 |
| | saving life and property. | 212 |
| Arbitration | 17. Should any dispute arise between Owners and the Charterers, the | 213 |
| | matter in dispute shall be referred to three persons at New York, one to be | 214 |
| | appointed by each of the parties hereto, and the third by the two so chosen; | 215 |
| | their decision, or that of any two of them, shall be final and for the purpose of | 216 |
| | enforcing any award this agreement may be made a rule of the Court. The | 217 |
| | arbitrators shall be commercial men conversant with shipping matters. | 218 |
| Liens | 18. The Owners shall have a lien upon all cargoes and all sub-freights for | 219 |
| | any amounts due under this Charter, including general average contributions, | 220 |
| | and the Charterers shall have a lien on the ship for all monies paid in advance | 221 |
| | and not earned, and any overpaid hire or excess deposit to be returned at once. | 222 |
| | Charterers will not suffer, nor permit to be continued, any lien or encumbrance | 223 |
| | incurred by them or their agents, which might have priority over the title and | 224 |
| | interest of the Owners in the vessel. | 225 |
| Salvage | 19. All derelicts and salvage shall be for Owners' and Charterers' equal | 226 |
| | benefit after deducting Owners' and Charterers' expenses and crew's propor- | 227 |
| | tion. | 228 |
| General Average | General average shall be adjusted, according to York-Antwerp Rules | 229 |
| | 1974, at such port or place in the United States as may be selected by the | 230 |
| | Owners and as to matters not provided for by these Rules, according to the | 231 |
| | laws and usage at the port of New York. In such adjustment disbursements in | 232 |
| | foreign currencies shall be exchanged into United States money at the rate | 233 |
| | prevailing on the dates made and allowances for damage to cargo claimed in | 234 |
| | foreign currency shall be converted at the rate prevailing on the last day of | 235 |
| | discharge at the port or place of final discharge of such damaged cargo from | 236 |
| | the ship. Average agreement or bond and such additional security, as may be | 237 |
| | required by the Owners, must be furnished before delivery of the goods. Such | 238 |
| | cash deposit as the Owners or their agents may deem sufficient as additional | 239 |
| | security for the contribution of the goods and for any salvage and special | 240 |
| | charges thereon, shall, if required, be made by the goods, shippers, consign- | 241 |
| | ees or owners of the goods to the Owners before delivery. Such deposit shall, | 242 |
| | at the option of the Owners, be payable in United States money and remitted to | 243 |
| | the adjuster. When so remitted the deposit shall be held in a special account at | 244 |
| | the place of adjustment in the name of the adjuster pending settlement of the | 245 |
| | general average and refunds or credit balances, if any, shall be paid in United | 246 |
| | States money. | 247 |
| York-Antwerp Rules | Charterers shall procure that all bills of lading issued during the cur- | 248 |
| | rency of the Charter will contain a provision to the effect that general average | 249 |
| | shall be adjusted according to York-Antwerp Rules 1974 and will include the | 250 |
| | "New Jason Clause" as per Clause 23. | 251 |

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| Drydocking | 20. The vessel was last drydocked | The | 252 |
| | Owners shall have the option to place the vessel in drydock during the cur- | | 253 |
| | rency of this Charter at a convenient time and place, to be mutually agreed | | 254 |
| | upon between Owners and Charterers, for bottom cleaning and painting | | 255 |
| | and/or repair as required by class or dictated by circumstances. Payment of | | 256 |
| | hire shall be suspended upon deviation from Charterers' service until vessel is | | 257 |
| | again placed at Charterers' disposal at a point not less favorable to Charterers | | 258 |
| | than when the hire was suspended | | 259 |
| | | | 260 |
| | | | 261 |
| Cargo Gear | 21. Owners shall maintain the cargo-handling gear of the ship which is as | | 262 |
| | follows: | | 263 |
| | | | 264 |
| | | | 265 |
| | providing gear (for all derricks or cranes) capable of lifting capacity as de- | | 266 |
| | scribed. Owners shall also provide on the vessel for night work lights as on | | 267 |
| | board, but all additional lights over those on board shall be at Charterers' | | 268 |
| | expense. The Charterers shall have the use of any gear on board the vessel. If | | 269 |
| | required by Charterers, the vessel shall work night and day and all cargo- | | 270 |
| | handling gear shall be at Charterers' disposal during loading and discharging. | | 271 |
| Stevedore Stand-by | In the event of disabled cargo-handling gear, or insufficient power to operate | | 272 |
| | the same, the vessel is to be considered to be off hire to the extent that time is | | 273 |
| | actually lost to the Charterers and Owners to pay stevedore stand-by charges | | 274 |
| | occasioned thereby. If required by the Charterers, the Owners are to bear the | | 275 |
| | cost of hiring shore gear in lieu thereof. | | 276 |
| Crew Overtime | 22. In lieu of any overtime payments to officers and crew for work ordered | | 277 |
| | by Charterers or their agents, Charterers shall pay Owners \$ | | 278 |
| | per month or pro rata. | | 279 |
| Clauses Paramount | 23. The following clause is to be included in all bills of lading issued | | 280 |
| | hereunder: | | 281 |
| | This bill of lading shall have effect subject to the provisions of the | | 282 |
| | Carriage of Goods by Sea Act of the United States, the Hague Rules, or the | | 283 |
| | Hague-Visby Rules, as applicable, or such other similar national legislation as | | 284 |
| | may mandatorily apply by virtue of origin or destination of the bills of lading, | | 285 |
| | which shall be deemed to be incorporated herein and nothing herein con- | | 286 |
| | tained shall be deemed a surrender by the carrier of any of its rights or | | 287 |
| | immunities or an increase of any of its responsibilities or liabilities under said | | 288 |
| | applicable Act. If any term of this bill of lading be repugnant to said applicable | | 289 |
| | Act to any extent, such term shall be void to that extent, but no further. | | 290 |
| | This Charter is subject to the following clauses all of which are to be | | 291 |
| | included in all bills of lading issued hereunder: | | 292 |
| New Both-to-Blame Collision Clause | If the ship comes into collision with another ship as a result of the | | 293 |
| | negligence of the other ship and any act, neglect or default of the master, | | 294 |
| | mariner, pilot or the servants of the carrier in the navigation or in the manage- | | 295 |
| | ment of the ship, the owners of the goods carried hereunder will indemnify the | | 296 |
| | carrier against all loss or liability to the other or non-carrying ship or her | | 297 |
| | owners insofar as such loss or liability represents loss of, or damage to, or any | | 298 |
| | claim whatsoever of the owners of said goods, paid or payable by the other or | | 299 |
| | non-carrying ship or her owners to the owners of said goods and set off, | | 300 |
| | recouped or recovered by the other or non-carrying ship or her owners as part | | 301 |
| | of their claim against the carrying ship or carrier. | | 302 |
| | The foregoing provisions shall also apply where the owners, operators | | 303 |
| | or those in charge of any ships or objects other than, or in addition to, the | | 304 |
| | colliding ships or objects are at fault in respect to a collision or contact. | | 305 |
| New Jason Clause | In the event of accident, danger, damage or disaster before or after | | 306 |
| | commencement of the voyage resulting from any cause whatsoever, whether | | 307 |
| | due to negligence or not, for which, or for the consequences of which, the | | 308 |
| | carrier is not responsible, by statute, contract, or otherwise, the goods, ship- | | 309 |
| | pers, consignees, or owners of the goods shall contribute with the carrier in | | 310 |
| | general average to the payment of any sacrifices, losses, or expenses of a | | 311 |
| | general average nature that may be made or incurred, and shall pay salvage | | 312 |
| | and special charges incurred in respect of the goods. | | 313 |
| | If a salving ship is owned or operated by the carrier, salvage shall be | | 314 |
| | paid for as fully as if salving ship or ships belonged to strangers. Such deposit | | 315 |

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| | as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. | 316 317 318 319 |
| War Clauses | (a) No contraband of war shall be shipped. Vessel shall not be required, without the consent of Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any purported governmental organization maintaining naval, military or air forces). | 320 321 322 323 324 325 326 327 328 |
| | (b) If such consent is given by Owners, Charterers will pay the provable additional cost of insuring vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of | 329 330 331 332 |
| | In addition, Owners may purchase and Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a government program, vessel shall not be required to enter or remain at any such port or zone. | 333 334 335 336 |
| | (c) In the event of the existence of the conditions described in (a) subsequent to the date of this Charter, or while vessel is on hire under this Charter, Charterers shall, in respect of voyages to any such port or zone assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, warlike operations or hostilities. | 337 338 339 340 341 342 |
| Ice | 24. The vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that in the ordinary course of things the vessel will not be able on account of ice to safely enter and remain in the port or area or to get out after having completed loading or discharging. | 343 344 345 346 347 348 |
| Navigation | 25. Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the vessel, acts of pilots and tug boats, insurance, crew, and all other similar matters, same as when trading for their own account. | 349 350 351 352 |
| Commissions | 26. A commission of percent is payable by the vessel and Owners to | 353 354 355 |
| | on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter. | 356 357 |
| Address | 27. An address commission of percent is payable to | 358 359 360 |
| | on hire earned and paid under this Charter. | 361 |
| Rider | Rider Clauses as attached hereto are incorporated in this Charter. | 362 363 |

THE OWNERS:

THE CHARTERERS:

Rider of Suggested Additional Clauses

(None of these Clauses apply unless expressly agreed during the negotiations and enumerated in line 362)

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| Extension of Cancelling | 28. If it clearly appears that, despite the exercise of due diligence by Owners, the vessel will not be ready for delivery by the cancelling date, and provided Owners are able to state with reasonable certainty the date on which the vessel will be ready, they may, at the earliest seven days before the vessel is expected to sail for the port or place of delivery, require Charterers to declare whether or not they will cancel the Charter. Should Charterers elect not to cancel, or should they fail to reply within seven days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by Owners shall replace the original cancelling date. Should the vessel be further delayed, Owners shall be entitled to require further declarations of Charterers in accordance with this Clause. | 364 365 366 367 368 369 370 371 372 373 374 |
| | Grace Period | |
| | 29. Where there is failure to make "punctual and regular payment" of hire, Charterers shall be given by Owners two clear banking days (as recognised at the agreed place of payment) written notice to rectify the failure, and when so rectified within those two days following Owners' notice, the payment shall stand as regular and punctual. Payment received by Owners' bank after the original due date will bear interest at the rate of 0.1 percent per day which shall be payable immediately by Charterers in addition to hire. | 375 376 377 378 379 380 381 |
| | At any time while hire is outstanding the Owners shall be absolutely entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby indemnify the Owners and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account. | 382 383 384 385 386 387 |
| | Cargo Claims | |
| | 30. Damage to and claims on cargo shall be for Owners' account if caused by unseaworthiness of the vessel, but shall be for Charterers' account if caused by handling and stowage, including slackage. Claims for shortage ex ship shall be shared equally between Owners and Charterers. | 388 389 390 391 |
| | War Cancellation | |
| | 31. In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: The United States of America, the United Kingdom, France, the Union of Soviet Socialist Republics, the People's Republic of China, | 392 393 394 395 396 397 |
| | or in the event of the nation under whose flag the vessel sails becoming involved in war (whether there be a declaration of war or not), either the Owners or the Charterers may cancel this Charter. Whereupon the Charterers shall redeliver the vessel to the Owners in accordance with Clause 4; if she has cargo on board, after discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 4 and except as aforesaid all other provisions of this Charter shall apply until redelivery. | 398 399 400 401 402 403 404 405 406 407 408 |
| | War Bonus | |
| Requisition | 32. Any war bonus to officers and crew due to vessel's trading or cargo carried shall be for Charterers' account. | 409 410 |
| | 33. Should the vessel be requisitioned by the government of the vessel's flag during the period of this Charter, the vessel shall be deemed to be off hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by Owners. The period during which the vessel is on requisition to the said government shall count as part of the period provided for in this Charter. | 411 412 413 414 415 416 |
| | If the period of requisition exceeds _____ months, either party shall have the option of cancelling this Charter and no consequential claim may be made by either party. | 417 418 419 |
| | On/Off-hire Survey | |
| | 34. Prior to delivery and redelivery the parties shall each appoint surveyors, for their respective accounts, who shall conduct joint on-hire/off-hire surveys. A single report shall be prepared on each occasion and signed by | 420 421 422 |

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| | each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party. On-hire survey shall be on Charterers' time and off-hire survey on Owners' time. | 423 424 425 426 427 428 |
| Stevedore Damage | 35. Any damage caused by stevedores during the currency of this Charter shall be reported by Captain to Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter. The Captain shall use his best efforts to obtain written acknowledgement by responsible parties causing damage unless damage should have been made good in the meantime. | 429 430 431 432 433 434 |
| | Stevedore damages involving seaworthiness shall be repaired without delay to the vessel after each occurrence in Charterers' time and shall be paid for by the Charterers. Other minor repairs shall be done at the same time, but if this is not possible, same shall be repaired while vessel is in drydock in Owners' time, provided this does not interfere with Owners' repair work, or by vessel's crew at Owners' convenience. All costs of such repairs shall be for Charterers' account. Any time spent in repairing stevedore damage shall be for Charterers' account. | 435 436 437 438 439 440 441 442 |
| | Charterers shall pay for stevedore damages whether or not payment has been made by stevedores to Charterers. | 443 444 |
| Charterers' Colors | 36. Charterers shall have the privilege of flying their own house flag and painting the vessel with their own markings. The vessel shall be repainted in Owners' colors before termination of the Charter. Cost and time of painting, maintaining and repainting those changes effected by Charterers shall be for Charterers' account. | 445 446 447 448 449 |
| Return Premium | 37. Charterers shall have the benefit of any return insurance premium receivable by Owners from their underwriters as and when received from underwriters by reason of vessel being in port for a minimum period of 30 days if on full hire for this period or pro rata for the time actually on hire. | 450 451 452 453 |
| Water Pollution | 38. The vessel shall be off hire during any time lost on account of vessel's non-compliance with government and/or state and/or provincial regulations pertaining to water pollution. In cases where vessel calls at a U.S. port, Owners warrant to have secured and carry on board the vessel a Certificate of Financial Responsibility as required under U.S. law. | 454 455 456 457 458 |