


1. Shipbroker ,		THE BALTIC AND INTERNATIONAL MARITIME COUNCIL COAL VOYAGE CHARTER 1971 (Revised May 1997) CODE NAME: "POLCOALVOY"		 Part I
		2. Place and date Geneva,	3. Stem No.	
4. Owners (Disponents)/Place of business		5. Charterers		
6. Vessel's name		7. When built	8. Class	
9. Flag	10. GT/NT	11. DWT cargo on summer load line	12. Present position	
13. Type of vessel (draught fully loaded; other details)				
14. No. of holds and grain cubic capacity of each hold (Cl. 2)		15. Laydays (07.00 hrs.)/cancelling date (17.00 hrs.) (Cl. 25)		
16. Cargo (5 per cent. more or less in Owners' option unless other margin agreed) in tons of 1,000 kilos				
17. Port of loading or loading range (Cl. 1, 5 and 22) (for permissible draught see overleaf)		18. Daily load. rate (Cl. 6 and 17)	19. Dumping/trimming costs (Cl. 7, state (a) or (b))	
		20. Demurrage (load.) (Cl. 24)	21. Desp. Money, load. (Opt.) (Cl. 24)	
22. Port of discharge or discharging range (Cl. 1, 11 (c) and 22) (also state Vessel's maximum draught allowed on arrival)		23. Daily disch. rate (Cl. 17)	24. Shore winchmen, disch. (Cl. 18(b))	
		25. Demurrage (disch.) (Cl. 24)	26. Desp. Money, disch. (Opt.) (Cl. 24)	
27. Commencement of laytime at disch. port (Cl. 13). State whether (a) or (b) and number of hours of notice time agreed, if any			28. Disch. costs (indicate alternative of Cl. 14)	
			29. Lighterage (indicate alternative of Cl. 15)	
30. Advance notice(s) disch. port (Cl. 11(b)) (see also overleaf)				
31. Freight rate per 1,000 kilos; also insert currency, mode of payment, beneficiary and bank account (Cl. 23)				
32. Consignees (or agents) (Cl. 11(a)) (telex no. or telegr. address)		33. Brokerage (Cl. 35)		
34. General Average at (Cl. 31)		35. Arbitration at (Cl. 33(b))		
36. Extra insurance, if agreed, limited to (Cl. 21(c))		37. Appointment of Agents (indicate alternative of Cl. 34)		
38. Additional clauses covering special provisions, if agreed				

It is mutually agreed that this Contract shall be performed subject to the conditions in the Charter consisting of Part I including additional clauses, if any agreed and stated in Box 38, and Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II.

<b>For the Owners</b>	<b>For the Charterers</b>
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## REMINDER TO THE OWNERS/MASTER

### DRAUGHTS AT LOADING PORTS:

Vessel's max. Draught not to exceed:

Gdansk	33'	fresh water
Gdansk-Northern Port	49'	brackish water
Gdynia	33'	brackish water
Szczecin	28'	fresh water
Swinoujscie	42'	fresh water

### LENGTH OVERALL

Owners of bulk carriers should in each case consult agents at loading ports as to the maximum length overall

### NOTICES (EXCEPT FOR MASTER'S NOTICE OF READINESS) TO BE COMMUNICATED AS FOLLOWS:

#### **LOADING (Cl. 2)**

10 running days notice to the Shippers (Address as follows):

"Weglokoks", Gdansk, ul. Piwna 1 /2	)	if loading port
Telegraphic Address: "POLCOAL" GDANSK	)	GDANSK or
Telex no: 512303	)	GDYNIA
Telephone/Fax Nos: +58 316281 or + 58 312509	)	

"Weglokoks", Szczecin, ul. Gdanska 20k	)	if loading port
Telegraphic Address: "POLCOAL" SZCZECIN	)	SZCZECIN or
Telex no: 422116 Fax No: +91 623053	)	SWINOUJSCIE
Telephone Nos: +91 623384 or +91 623439	)	

the Owners or the Master stating approximate date of Vessel's readiness to load, also the grain cubic capacity of each hold (unless already indicated in Box 14 or given to the Shippers otherwise) and the stem number as indicated in Box 3,

and also

5 clear running days' to the Shippers (address as above - whichever applicable) of the definite date of the Vessel's readiness to load stating the approximate quantity of cargo required in tons of 1,000 kilos and the stem number as indicated in Box 3.

If loading port is to be declared after receipt of the Owner's or Master's 5 days notice of the definite loading date as per Clause 5(a), the Owners or the Master to give 10 days' approximate notice and 5 days' definite notice according to Clause 2 to the Shippers at Gdansk (address as above).

Moreover, the Owners or the Master shall telegraph to the Shippers (address as above - whichever applicable) 24 hours' notice of expected time of arrival unless the Vessel is discharging inward cargo or otherwise lying at the port of loading in which event the relevant stipulation in Clause 2(c) applies.

The Owners or the Master shall keep the Shippers (address as above - whichever applicable) continuously advised of any alteration of the date of the Vessel's expected readiness to load.

#### **DISCHARGING (Cl. 11)**

On the Vessel's departure from the final loading port the Master shall telegraph to the Consignees or their Agents (as indicated in Box 32) stating the quantity of cargo loaded, expected time of arrival at the discharging port and expected draught on arrival, as well as the Vessel's call sign.

If Clause 11(b) applies, the period(s) of the Master's advance notice of arrival shall be indicated in Box 30.

# POLISH COAL CHARTER PARTY

## (CODE NAME: "Polcoalvoy", Revised May, 1997)

### PREAMBLE

#### 1. Subject of Contract

It is mutually agreed between the Owners and the Charterers that the Vessel - being in every respect fit for the carriage of the cargo - shall proceed to the loading port or loading range named in Box 17 or so near thereto as she may safely get and lie always afloat and there load the cargo. Should the cargo consist of Coke the Owners shall, if agreed, have liberty to load coke on deck at the Charterers' risk. Being so loaded the Vessel shall carry the cargo with all possible despatch to the port of discharge or discharging range named in Box 22 or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.

### LOADING

#### 2. Advance Notices

(a) Approximate date. The Shippers (name and address as stated on the reverse of Part I) are to receive from the Owners at least 10 running days' written notice of the approximate date of the Vessel's readiness to load stating also the grain cubic capacity of each hold (unless previously given to the Shippers or inserted in Box 14) and stem number as indicated in Box 3.

(b) Definite date. The Shippers are to receive from the Owners or the Master at least 5 clear days' written notice of definite date of the Vessel's readiness to load stating approximate quantity of cargo required in tons of 1,000 kilos and the stem number.

The definite date of the Vessel's readiness to load shall not be earlier than the approximate date.

In the event of the Owners giving a too short notice of the definite loading date, commencement of the laytime shall be postponed by the number of days by which the notice falls short.

If the Vessel is ready at the loading port prior to the notified definite date of readiness to load, the laytime shall not commence earlier than at 07.00 hours on the notified definite date of the Vessel's readiness to load.

(c) ETA. The Master shall despatch to the Shippers a 24 hours E(xpected) T(ime) of A(rri)val message or-if discharging an inward cargo or if for other reason lying at the port of loading - Master shall give to the Shippers a 24-hour written notice of the Vessel's expected readiness to load the cargo under this Charter Party. If Master fails to give the ETA message or 24-hour written notice - as above - the Shippers are allowed to increase the laytime by 24 hours, but no despatch money shall be paid on any part of the additional laytime possibly saved.

(d) Alteration in readiness. The Shippers are to be kept continuously advised of any alteration in the Vessel's expected readiness to load.

#### 3. Notice of Readiness

(a) Master's notice. The Master or the Vessel's Agents shall give to the Shippers a written notice of the Vessel's readiness to load.

The notice shall be tendered within ordinary office hours (i.e. between 08.00 hours and 16.00 hours on a working day) when the Vessel is in all respects ready to receive the entire cargo and is cleared at Custom House, whether in berth or not.

The Vessel shall not be considered ready to commence loading until her holds intended for the cargo are free of inward cargo and properly cleaned. All hatch beams shall be removed before loading commences, otherwise the Vessel will not be considered ready to receive the cargo until they have been actually removed.

(b) Quantity of cargo. The quantity of cargo to be required for loading shall be agreed between the Shippers and the Master before commencement of the loading (within the margins as provided for in Box 16).

#### 4. Time Counting

(a) Laytime. Laytime shall count from midnight (24.00 hours) on the same day if the Vessel arrives and Master's notice of readiness (as per Clause 3) is given latest by noon (12.00 hours), or from 07.00 hours next working day if the Vessel arrives, and Master's notice of readiness is given after noon.

(b) Excepted periods. (Not applicable if SHINC terms - Sundays and holidays included - have been agreed in Box 18). Sundays, legal holidays, the 4th December and time from 15.00 hours on Christmas Eve and New Year's Eve excepted unless used.

(c) Non-working Saturdays. On non-working Saturdays time from 00.01 hours to 24.00 hours shall not count, unless used, in which event actual

time used shall count. However, notice of readiness as per Clause 3(a) may be tendered on such days.

(d) Waiting off port. If the Vessel arrives off the port or so near thereto as she may be permitted by local authorities to approach on a working day and is prevented from entering the port of loading (not due to weather or any other causes excepted in the Charter Party), notice of readiness (Master's notice as per Clause 3) shall be regarded as handed in on the same working day and time shall commence to count as above, provided that the Shippers are informed of the Vessel's arrival by the Master or his Agents before 16.00 hours. The time occupied in moving to the loading berth shall not count, unless the Vessel is already on demurrage.

(e) Cumulative hours. If the Vessel is not ready to load within 48 hours of the definite loading date (at 07.00 hours), 24 hours more shall be allowed for loading, but no despatch money shall be paid on any part of the additional laytime possibly saved.

(f) Earlier commencement and work in excepted periods. If loading is commenced before the commencement of laytime or effected during excepted periods, time actually used in these periods shall count.

#### 5. Loading Port and Berth(s)

(a) Loading port. If the loading port is not stated on fixing the Vessel or granting stem the Shippers have the right to declare latest on receipt of the Owners' 5 days' notice of the definite loading date the actual loading range within which the loading shall take place, i.e., either Gdansk/Gdynia or Szczecin/Swinoujscie and final loading port to be nominated on the Vessel's arrival in the roads.

(b) Second loading berth. The Shippers have the right to load vessels of over 6,000 metric tons of cargo at two loading berths. (see also Clause 22 (a)).

(c) Completion of loading at Gdansk Northern Port or Swinoujscie. For vessels loading more than 20,000 metric tons, the Shippers have the option, declarable within 24 hours of receipt of the definite notice (as per Clause 2(b)), to complete loading at Gdansk Northern Port if commenced loading at Gdynia/Gdansk or at Swinoujscie if commenced loading at Szczecin. Shifting from Gdynia/Gdansk to Gdansk Northern Port or from Szczecin to Swinoujscie shall be for the Owners' account and shifting time shall not count. The daily loading rates shall apply as per current "Polcoalvoy" Slip relating to the particular ports but the demurrage scale shall apply to the total quantity of cargo loaded at both ports.

The time at Gdynia/Gdansk or Szczecin shall cease to count on completion of loading at that port, and laytime shall recommence to count upon the Vessel's arrival at or off Gdansk Northern Port or Swinoujscie or so near thereto as she may be permitted by local authorities to approach, on a working day (no separate Master's notice being required).

#### 6. Loading Rate

The cargo shall be loaded within the number of running hours as set out in the Loading Scale in force on the date of the Charter Party or at the average rate as stated in Box 18 per day of 24 consecutive hours with exceptions specified in Clauses 4 (b) and (c).

#### 7. Cost of Dumping, Trimming and Stevedores

(a) Free on board excluding dumping and/or trimming. (If agreed in Box 19). The Charterers shall deliver the cargo into the Vessel's holds at their expense and the Owners shall pay the dumping and/or trimming cost at current price per ton of cargo as per tariff in force (subject to Clause 20 - Overtime).

The dumping and/or trimming shall be effected by stevedores appointed by the Owners (at tariff rates).

(b) Free on board including dumping and/or trimming. (If agreed in Box 19). The Charterers shall deliver the cargo into the Vessel's holds and trim it free of any expense whatsoever to the Owners (subject to Clause 20 - Overtime).

The trimming shall be effected by stevedores appointed by the Charterers. The stevedores shall work under the instructions of the Master.

#### 8. Separation

(a) For Charterers' account. The Charterers shall pay for any separation required by them of different parcels under this Charter Party, also for leveling and extra trimming (if any) not arising from the character or construction of the Vessel. The Owners to allow the use of all separation material available on board.

# POLISH COAL CHARTER PARTY (CODE NAME: "Polcoalvoy", Revised May, 1997)

## Part II

The separation material paid for by the Charterers remains their property and shall be disposed of upon discharge in accordance with their instructions. In the absence of proper instructions from the Charterers, the Master shall have liberty to dispose of the separation material. The Owners shall not be responsible for possible damage to or loss of the separation material supplied by the Charterers.	134 135 136 137 138 139	during ordinary office hours in compliance with Clause 12 after arrival off the port or so near thereto as she may be permitted by local authorities to approach, with the effect that laytime counts as if in berth.	199 200 201
(b) For Owners' account. (If agreed in Box 16). The Owners shall pay for proper separation of various parcels under this Charter Party and shall provide all material required for that purpose.	140 141 142	The time occupied in moving from place of stoppage to the discharging berth shall not count unless the Vessel is already on demurrage.	202 203
<b>9. Misrepresentation</b>	143	If the Vessel after berthing is not found ready in all respects, the actual time lost until she is in fact ready shall not count as laytime.	204 205
(a) If the Owners or the Master have misrepresented the size of the holds or the quantity of cargo the Owners shall be responsible for truck hire or demurrage on lighters proved to be incurred thereby.	144 145 146	(d) Excepted periods. Time actually lost through weather hindrances not to count.	206 207
(b) If the Vessel is delayed for any reason whatsoever with the exception of force majeure (including delays in the navigation of the Vessel and delays in port operations being the direct consequences of riots, strikes, lock-outs of workmen or disputes between masters and men unknown at the time when definite notice was given) for more than 48 hours after 07.00 hours on the definite date of the Vessel's readiness to load declared according to Clause 2 (b), the Owners shall pay to the Shippers an amount of US\$ 0.20, or the equivalent in the currency as stated in Box 31, per ton of 1,000 kilos of the Bill of Lading quantity for each commenced day after the expiration of the said 48 hours, but for maximum five days. The amount payable shall represent compensation to Shippers for any extra expenses caused by the delay of the Vessel, including possible truck hire or demurrage on lighters. The Shippers are entitled to ask for the reason for the delay to be confirmed by certified extracts from the Vessel's logbook.	147 148 149 150 151 152 153 154 155 156 157 158 159 160	Unless SHINC terms (Sundays and holidays included) have been agreed and stated in Boxes 23 and 27, Saturdays after noon (12.00 hours), Sundays and legal holidays to be excepted unless used, in which event time actually used shall count.	208 209 210 211
(c) No compensation according to paragraph (b) of this clause shall be payable if the Charter Party is cancelled according to Clause 25 but the Shippers shall in that case maintain their right to claim damages for possible misrepresentation of the Vessel's position.	161 162 163 164	(e) Earlier commencement. If discharging is commenced before the commencement of laytime, time actually used shall count in this period.	212 213
<b>10. Bills of Lading</b>	165	(f) Two or more discharging ports. If the Vessel is to discharge at more than one port, laytime at subsequent port(s) shall count immediately after the Vessel has arrived at or off such port(s) or so near thereto as she may be permitted by local authorities to approach, and notice of readiness has been given at any time during a working day.	214 215 216 217 218
Bills of Lading shall be signed as per "POLCOALBILL" form. The Master may be required to sign separate Bills of Lading for cargo in different holds, or for parcels properly separated upon shipment by the Charterers/Shippers, the Owners not being answerable for separate delivery, nor for cost of cargo short delivered (if any) provided all cargo taken on board is delivered.	166 167 168 169 170	<b>14. Cost</b>	219
<b>DISCHARGE</b>	171	(a) Free out. (If agreed in Box 28). The Consignees shall discharge the cargo in the customary manner from the Vessel's holds, free of any risk and expense whatsoever to the Owners (subject to Clause 20 - Overtime).	220 221 222
<b>11. Advance Notices and Declaration of Discharging Port</b>	172	(b) Fixed rates. (If agreed in Box 28). The Consignees shall discharge the cargo in customary manner from the Vessel's holds, the Owners paying a fixed price per unit as mentioned in Box 28, covering all expenses whatsoever in connection with the discharge (subject to Clause 20 - Overtime) on the quantity for which freight is paid or payable.	223 224 225 226 227
(a) Sailing telegram. The Master to notify the Consignees or their Agents (name and address indicated in Box 32) giving the details enumerated on the reverse of Part I.	173 174 175	<b>15. Lighterage</b>	228
(b) Additional advance notice. If further advance notice is required (see Box 30) such notice to be given by the Master.	176 177	(Section (a) to apply unless section (b) is specifically agreed in Box 29).	229
(c) Declaration of discharging port. If the discharging port is not specified in this Charter Party the discharging port range and the procedure of declaration (when and by whom to be declared) will be stated in Box 22.	178 179 180	(a) For Consignees' account. Lighterage, if any, shall be at Consignees' risk and expense and time used shall count as laytime.	230 231
<b>12. Master's Notice of Readiness</b>	181	(b) For Owners' account. (If agreed in Box 29). Lighterage to attain the draught provided in Box 22, if any, shall be for the Owners' account and time used shall count as laytime. The Owners shall provide lighters, but lighterage shall be performed at Consignees' risk. The time allowed for discharging in port to be calculated on the quantity remaining on board after lightening.	232 233 234 235 236 237
Written notice of readiness to discharge to be given by the Master or the Vessel's Agents to the Consignees or their Agents (as named in Box 32) on a working day within ordinary office hours, the Vessel being in all respects ready (whether in berth or not) to deliver the cargo.	182 183 184 185	<b>16. Option of Weighing</b>	238
<b>13. Time Counting</b>	186	The Consignees have the option of weighing the cargo at the port(s) of discharge, such option to be declared by them in writing to the Master before bulk is broken. The cargo shall be weighed by official weighers alongside the Vessel simultaneously with the discharge, the Consignees paying all expenses but the Owners or their Agents having the liberty to provide check clerk at the Owners' expense.	239 240 241 242 243 244
Laytime shall commence to count (notwithstanding any law or custom of the port of discharge):	187 188	<b>LOADING AND DISCHARGE</b>	245
(a) Baltic and Scandinavian Ports: from 14.00 hours if Master's notice (as per Clause 12) has been given latest by noon (12.00 hours), or from 07.00 hours next working day if Master's notice has been given within ordinary office hours after noon.	189 190 191 192	<b>17. Vessel's Handling Ability</b>	246
(b) Other Ports: upon Master's notice (as per Clause 12) being given, or if agreed in Box 27 on expiry of the number of hours as stated in Box 27 (Sundays and holidays excepted) after the Vessel is ready to deliver the cargo and Master's notice (as per Clause 12) has been given.	193 194 195 196	The agreed rates of loading and discharge (as indicated in Boxes 18 and 23) apply on condition that the Vessel can receive/deliver at such rates.	247 248
(c) Berth not available. If a berth in port is not available on the Vessel's arrival off the port, the Master will be entitled to tender notice of readiness	197 198	<b>18. Winches, Winchmen/Cranemen &amp; Light</b>	249
		(a), (b) and (c) not to apply if the Vessel is gearless, as stated in Box 13.	250
		(a) Handling gear. Irrespective of the division of the loading/discharge cost, the Owners shall give free use throughout the duration of the loading/discharge, of all the Vessel's winches or cranes which are to be in good working order, of running gear and of sufficient motive power to operate all winches or cranes simultaneously. The Vessel shall supply at least the number of winches/cranes per hatch as indicated in Box 13, each winch/crane capable of lifting at least the number of tons indicated in Box 13.	251 252 253 254 255 256 257 258
		(b) Winchmen/Cranemen. The Owners shall provide free of charge winchmen/cranemen from crew unless local law, port or Trade Union regulations prohibit this in which event shore winchmen/cranemen are for account of the party indicated in Box 24. Shore winchmen/cranemen, irrespective of the party paying for them, shall work under supervision of the Master.	259 260 261 262 263



# POLISH COAL CHARTER PARTY (CODE NAME: "Polcoalvoy", Revised May, 1997)

## Part II

(c) Breakdown of winches/cranes. Any time lost by breakdown of winches/ship's cranes and/or gear not caused by carelessness of shore labourers not to count as laytime, such time lost being calculated pro rata according to the total number of winches/cranes required at the time for loading/discharge of the cargo under this Charter Party.	264	ing port in funds to cover the Vessel's ordinary disbursements, including trimming charges (if for the Owners' account), and bunkers, if any, prior to the Vessel's sailing from port of loading, otherwise an approximate amount shall be advanced by the Charterers and endorsed in the Bills of Lading as advance freight increased by 2% commission.	329
(d) Light. The Owners shall give free use of light (as on board) throughout the duration of loading/discharge.	265	(e) Deduction from freight. The Charterers are entitled to deduct from the freight only the amounts covering the items stated in Box 31 as well as brokerage (unless otherwise agreed) computed on Bill of Lading quantity.	330
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<b>19. Deep tanks, etc. Loading &amp; Discharge with Grabs</b>	271		336
The Vessel to be suitable for grab discharge and no cargo to be loaded into spaces inaccessible to grabs, namely, deep tanks, bunker spaces, wings and ends of 'tween decks. However, the Master has liberty of loading into such places for the purpose of stability of the Vessel, and any expenses over and above the costs of normal loading, trimming and grab discharge to be for the Owners' account. Extra time used for loading and/or discharge into and/or from such places not to count.	272	<b>24. Demurrage/Despatch Money</b>	337
	273	(a) Demurrage in loading shall be paid by the Shippers/Charterers at scale rate in force on the date of the Charter Party or at the rate as stated in Box 20 per running day or pro rata. Demurrage in discharging shall be paid by Consignees at the rate as stated in Box 25 per running day or pro rata.	338
	274	(b) Despatch money*) at half the demurrage rate shall be paid by the Owners on laytime saved in loading and/or discharging, as the case may be.	339
	275	(c) Demurrage/despatch money at discharging port to be settled directly between the Owners and the Consignees without prejudice to the terms of Clause 27.	340
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	277	*) Optional. (Applicable only if agreed in Boxes 21 and/or 26 respectively).	342
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<b>20. Overtime</b>	279		344
Irrespective of the division of loading/discharge cost, the Charterers/Ship- pers/Consignees/Master have the option to request that the loading/ discharge be carried out beyond ordinary working hours and during excepted periods, the Owners providing free of charge all the Vessel's facilities inclusive of service of officers and crew. Extra cost of stevedores and all extra expenses incurred on shore to be for account of the party requesting the overtime.	280		345
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	284	<b>GENERAL</b>	348
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<b>21. Dues, Taxes &amp; Charges. Extra Insurance</b>	287	<b>25. Cancelling</b>	349
(a) On the Vessel. The Owners shall pay all port dues, pilotage, towage and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.	288	(a) Missing of cancelling date. Should the Vessel not be ready to load, whether in berth or not, by the cancelling hour and date as indicated in Box 15, the Charterers have the option of cancelling this Charter Party.	350
(b) On the cargo. The Charterers shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading, and the Consignees/Charterers at the port of discharge, howsoever the amount thereof may be assessed.	289	(b) Anticipated missing. Should the Owners anticipate with reasonable certainty that the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay, stating the probable date of the Vessel's readiness to load. If the Vessel is to proceed to the loading port from Scandinavia, the Baltic, the United Kingdom and Eire or the Continent not south of Bordeaux the Charterers shall declare at least 72 hours, and in all other cases at least 14 days, before the Vessel's expected arrival at the port of loading whether they maintain the Charter Party, or not.	351
(c) Extra insurance.*) The Owners to bear extra insurance premium on cargo owing to the Vessel's age, class, and/or flag up to the maximum amount indicated in Box 36. The amount of extra insurance to be deducted from freight.	290	(c) New cancelling date. If the Charter Party is maintained, a new cancelling date shall be agreed upon.	352
*) (Only applicable if Box 36 filled in).	291		353
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<b>22. Shifting &amp; Warping</b>	300	<b>26. Deviation</b>	363
(a) Shifting between berths. If the Charterers/Shippers/Consignees have the option of loading/discharging the Vessel at two or more berths, the cost of shifting from one berth to another shall be borne by the Owners, but time shall count provided the Owners render all co-operation possible.	301	Deviation in saving or attempting to save life or property at sea, or for bunkering purposes, or any other reasonable deviation shall not be deemed to be an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom. The Vessel shall be at liberty to take over ship's mail and stores at sea and to land and/or embark crew members and/or repair gangs. The Owners shall inform the Charterers of any deviation.	364
(b) Warping. The Vessel shall be moved from and to the loading/ discharging appliances as reasonably required, at the Owners' risk and expense, but time shall count.	302		365
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		<b>27. Lien and Cesser</b>	371
<b>PAYMENTS</b>	308	(a) The Owners shall have an absolute lien on the cargo for freight, dead- freight, demurrage, damages for detention, if any, and average contribution due to the Owners under this Charter Party, including necessary cost of recovering the same. In respect of the Owners' claims protected by lien on the cargo the Charterers' liability under this Charter Party shall cease on the cargo being loaded, provided that the Owners have been able to obtain satisfaction of these claims by exercising the lien.	372
<b>23. Freight</b>	309	(b) Security. In case of disputes over items payable by the Charterers/Ship- pers/Consignees, the interested party shall have the option of providing the Owners with an acceptable letter of guarantee in which event the Owners not to exercise lien on the cargo for such items. The letter of guarantee may provide that the undertaking contained therein becomes invalid if - within two years of its date of issue - the dispute has neither been settled amicably, nor submitted to court or arbitration.	373
(Sections (a) and (b) are optional but section (a) to apply if section (b) not specifically agreed in Box 31).	310		374
(a) Prepaid. The freight as per Box 31 to be calculated on Bill of Lading quantity and prepaid by the Charterers within the period agreed in Box 31 but in any case not later than when breaking bulk at the port of discharge. If according to Box 31 only part of the freight is prepaid, the balance shall be paid within 7 days of receipt of telegraphic advice from Consignees that right and true delivery of the cargo has taken place. The freight shall be considered earned on shipment of the cargo and shall be non-returnable, ship and/or cargo lost or not lost.	311		375
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	322	<b>28. Owners' Responsibilities and Immunities</b>	386
	323	(a) Immunities. The Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, dated Brussels the 25th August 1924 as amended by the Protocol dated Brussels, 23rd February 1968 (the Hague-Visby Rules) and as enacted in the country of ship- ment shall apply to this Charter Party and to any Bill of Lading issued there- under.	387
	324	(b) Period of responsibility. The Owners shall not be liable for loss of, or	388
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damage to the cargo during the period before loading and after discharge from the Vessel, howsoever such loss or damage arises.

(c) Responsibility for performance. Subject to the above, the Owners shall not be liable for any loss suffered by the Charterers through delay or non-performance or improper performance of this Charter Party if occasioned by causes beyond the Owners' control or by any act, neglect or default of the Master, pilot or servants of the Owners in the navigation or management of the Vessel, provided that the Owners have exercised due diligence in performing the Charter Party.

In the event of the Owners' responsibility under this item, the indemnity shall not exceed the estimated amount of freight.

(d) Deck cargo. If carriage of cargo on deck has been agreed, such cargo shall be secured under supervision of the Master, but it shall be carried at the Charterers' risk.

### 29. Exemptions

Notwithstanding anything contained in this Charter Party:

(a) Port of Loading. The parties hereto mutually exempt each other from all liability (except as under Clause 37) arising from or for time actually lost through riots, strikes, lock-outs of workmen, or disputes between masters and men, or by reason of accidents to mines, railways or machinery, obstructions in harbours (not including congestion of shipping or shore traffic) or by reason of frost, floods, fogs, storms, and any unavoidable accidents and hindrances beyond their control, either preventing or delaying the working or loading of the cargo for which the Vessel is stemmed taking place on or after the date of the Charter Party until the expiration of the loading time. But no detention shall be allowed for the time lost through any such causes unless due notice of such loss and the causes thereof be given immediately to the Master or the Owners.

In the event of any stoppage or stoppages arising from any of these causes (other than a "strike" as defined under Clause 37), continuing for the period of 4 running days from the time of the Vessel being ready to load coal or coke or patent fuel for which she is stemmed, the Charter Party shall become null and void, provided that no cargo shall have been shipped on board the Vessel. Should part cargo have been shipped, the Owners may give not less than 24 hours' notice (expiring at any time not earlier than the expiration of the said 4 days) that they will purchase the same at the current f.o.b. price on the date of giving such notice; but, if the quantity shipped exceeds fifty percent of the Vessel's deadweight capacity exclusive of bunkers as inserted in Box 11, the Charterers may require the Vessel to perform the voyage, paying full freight on cargo shipped and half freight on the balance up to the said deadweight capacity.

In case the Vessel be not ready to complete her loading when she has once begun, any time occupied in partial loading only shall count, but at least one half of the total loading hours shall be allowed the Charterers for completing the loading. This clause shall not apply to bunkering operations or shifting for the purpose of loading bunkers.

(b) Port of Discharge. In case of civil commotions, accidents or any other causes directly connected with the discharge of the Vessel and beyond the control of the Consignees, which prevent or delay the discharging, any time lost thereby shall not count unless the Vessel is already on demurrage.

### 30. Re-Chartering

The Charterers shall have the liberty to re-charter or sub-let (wholly or partly) the Vessel at any rate of freight without prejudice to this Charter Party but the Charterers shall always remain responsible to the Owners for due fulfilment of this Charter Party.

### 31. General Average

General Average, if any, shall be adjusted and settled at the place indicated in Box 34 according to the York-Antwerp Rules, 1994 or any subsequent amendment thereof.

### 32. New Jason and Both-to-Blame Collision Clauses

The New Jason Clause and the Both-to-Blame Collision Clause as printed below and in the "POLCOALBILL" Bill of Lading form, to be considered incorporated in this Charter Party and any Bill of Lading issued hereunder.

New Jason Clause. In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall

contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his Agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.

Both-to-Blame Collision Clause. If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

### 33. Arbitration

(a) Settlement of claims. Any claim under this Charter Party or any Bill of Lading issued thereunder shall be notified in writing. Claims under the Charter Party shall be referred to arbitration within two years and claims under any Bill of Lading within one year of completion of discharge, otherwise the claim shall be deemed waived and absolutely barred.

(b) Place and procedure of arbitration.

(1) Any dispute arising under this Charter Party and any Bill of Lading issued thereunder shall be referred to arbitration at the place indicated in Box 35, subject to the procedures applicable there. The laws of the place indicated in Box 35 shall govern this Charter Party and any Bill of Lading issued thereunder.

(2) If arbitration in London is agreed this Charter Party and any Bill of Lading issued thereunder shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party or any Bill of Lading issued thereunder shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.

For disputes where the total amount claimed by either party does not exceed the amount stated in Box 35, the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association. Where no figure is supplied in Box 35 in Part I, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.

### 34. Agency

(Section (a) to apply if section (b) not specifically agreed in Box 37).

(a) Owners' Agents. The Owners shall appoint their own Agents both at the port of loading and at the port of discharge.

(b) Charterers'/Receivers' Agents. If agreed, the Owners shall appoint the Agents at the port of loading and/or discharge named by the Charterers or Receivers as stated in Box 37 but such Agents shall at all times be the servants of the Owners and the Owners to pay customary agency fee.

### 35. Brokerage

The brokerage as stated in Box 33 on freight and deadfreight is due by the Owners to the Brokers upon shipment of cargo.

In case of non-performance at least 1/4th of the brokerage on the estimated

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amount of freight and deadfreight to be paid by the Owners to the Brokers as indemnity for the latter's expense and work. In case of more voyages the amount of indemnity to be mutually agreed.

### 36. Ice

#### Loading Port

(a) Before the Vessel's arrival. If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter Party shall be null and void.

(b) During loading. If during loading the Master, for fear of the 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 with option of completing cargo for the Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at the Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charter Party.

(c) Loading at more than one port. In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.

#### Voyage and Discharging Port

(d) Before the Vessel's arrival. Should ice prevent the Vessel from reaching the port of discharge, the Consignees shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers of impossibility of reaching port of destination.

(e) During discharging. If during discharging the Master, for fear of the 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 safe and accessible port. Such port to be nominated by the Charterers/ Consignees as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of the Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.

(f) Discharging at substitute port. On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination except that if the distance to the substitute port exceeds 100 nautical miles, the freight on the cargo delivered at that port to be increased in proportion.

### 37. Strike

(a) Responsibility. Neither the Charterers nor the Owners shall be responsible for the consequences of strike or lock-out affecting or preventing the actual loading or discharging of the cargo.

(b) Loading port. In the event of strike or lock-out affecting the loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Owners may ask the Charterers to declare that they agree to count the laytime as if there were no such hindrance. 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 Vessel must carry it to the port of discharge (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for the Owners' own account.

(c) Expected strike. In the event of strike or lock-out which can reasonably be expected - before the loading has commenced - to affect the discharge of cargo, the Owners are at liberty to cancel this Charter Party unless the Charterers declare (within 24 hours of receipt of the Owners' notification of intended cancellation) that they agree to count the laytime at port of discharge as if there were no such hindrance, without prejudice to the Consignees' right of ordering the Vessel to a substitute port of discharge in

accordance with sub-clause (d). Time for loading does not count in the said 24 hours.

(d) Discharging port. In the event of strike or lock-out affecting the discharging of the cargo on or after Vessel's arrival at or off the port of discharge, the Consignees shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Owners have given notice to the Consignees of the Vessel's readiness to discharge or of the Owners' request for orders. All conditions of this Charter Party and of the Bill of Lading issued hereunder shall apply to the delivery of the cargo at such substitute port, and the Owners shall receive the same freight as if the cargo had been discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles, the freight on the cargo delivered at the substitute port to be increased in proportion.

(e) Notification. The party who first learns about the occurrence of strike or lock-out shall immediately notify thereof the other party.

### 38. War Risks

(1) For the purpose of this Clause, the words:

(a) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be



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the same percentage of the freight contracted for as the percentage which  
the extra distance represents to the distance of the normal and customary  
route, the Owners having a lien on the cargo for such expenses and freight.  
(4) If at any stage of the voyage after the loading of the cargo commences,  
it appears that, in the reasonable judgement of the Master and/or the  
Owners, the Vessel, her cargo, crew or other persons on board the Vessel  
may be, or are likely to be, exposed to War Risks on any part of the route  
(including any canal or waterway) which is normally and customarily used  
in a voyage of the nature contracted for, and there is another longer route  
to the discharging port, the Owners shall give notice to the Charterers that  
this route will be taken. In this event the Owners shall be entitled, if the total  
extra distance exceeds 100 miles, to additional freight which shall be the  
same percentage of the freight contracted for as the percentage which the  
extra distance represents to the distance of the normal and customary rou-  
te.  
(5) The Vessel shall have liberty: -  
(a) to comply with all orders, directions, recommendations or advice as to  
departure, arrival, routes, sailing in convoy, ports of call, stoppages, desti-  
nations, discharge of cargo, delivery or in any way whatsoever which are  
given by the Government of the Nation under whose flag the Vessel sails,  
or other Government to whose laws the Owners are subject, or any other  
Government which so requires, or any body or group acting with the power  
to compel compliance with their orders or directions;  
(b) to comply with the orders, directions or recommendations of any war  
risks underwriters who have the authority to give the same under the terms  
of the war risks insurance;  
(c) to comply with the terms of any resolution of the Security Council of the  
United Nations, any directives of the European Community, the effective  
orders of any other Supranational body which has the right to issue and  
give the same, and with national laws aimed at enforcing the same to which  
the Owners are subject, and to obey the orders and directions of those who  
are charged with their enforcement;  
(d) to discharge at any other port any cargo or part thereof which may ren-  
der the Vessel liable to confiscation as a contraband carrier. Prior to  
discharge in such cases and wherever possible the Owners shall consult  
the Charterers, who shall give their immediate nomination of an alternative  
safe port;  
(e) to call at any other port to change the crew or any part thereof or other  
persons on board the Vessel when there is reason to believe that they may  
be subject to internment, imprisonment or other sanctions;  
(f) where cargo has not been loaded or has been discharged by the Owners  
under any provisions of this Clause, to load other cargo for the Owners' own  
benefit and carry it to any other port or ports whatsoever, whether  
backwards or forwards or in a contrary direction to the ordinary or custo-  
mary route.  
(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of  
this Clause anything is done or not done, such shall not be deemed to be  
a deviation, but shall be considered as due fulfilment of the Charter Party.

**39. Written Notices**  
Any reference in this Charter Party to "written notices" or to "notices in writ-  
ing" shall include telex, telefax, telegram and other comparable methods of  
electronic communication.

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