



Qatar Chemical and Petrochemical  
Marketing and Distribution Company  
(Muntajat) Q.J.S.C.

## PART I

# MUNTAJATCHARTER

## FERTILISER VOYAGE CHARTER PARTY

|   |   |  |
|---|---|--|
| 2. Owners (state full style and address)              | 1. Place and date   | 3. Charterers (state full style and address)   |
| 4. Vessel details (Cl. 1, 4(a))                       | 5. Estimated time of arrival at loading port (Cl. 4(a))           | 6. Laydays not to commence before (Cl. 6(a))   |
| Name:   | 7. Cancelling date (Cl. 3, 5, 7(a), 28)                           | 8. Loading port(s) notices to be given to (Cl. 4(a))   |
| IMO number:   | 9. Discharging port(s) notices to be given to (Cl. 4(b))          | 10. Cargo quantity (metric tonnes) (Cl. 1)   |
| Flag:   | 11. Cargo description (Cl. 1)                                     | 12. Dunnage (indicate alternative (i) or (ii) of Cl. 11(a))  |
| Type of vessel:                                       | 13. Cargo battens (indicate alternative (i) or (ii) of Cl. 11(b)) | 14. Loading port(s) (Cl. 1)  |
| Built:  | 15. Discharging port(s) (Cl. 1)                                   | 16. Laytime for loading (Cl. 6(a))   |
| Classed:  | 17. Laytime for discharging (Cl. 6(b))                            | 18. Demurrage rate (Cl. 6(c), 9, 28)   |
| GT/NT:  | 19. Freight rate per metric tonne                                 | 20. Brokerage commission payable by Owners (percentage of the amount of freight and deadfreight)       |
| Cubic capacity about: (grain/bale)                    | 21. Brokerage commission payable to                               | 22. Freight payment (state currency and terms of payment) (See Cl. 9 for bank account details) (Cl. 9) |
| Cargo carrying capacity about: (metric tonnes)        |   | 23. Sailing notices to be sent to  |
| Cargo capacity on summer loadline about: (tonnes/dwt) |   | 24. Special Provisions, if agreed  |
| Cargo capacity on winter loadline about: (tonnes/dwt) |   |  |

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I, PART II and Special Provisions, if agreed and attached hereto. The provisions of PART I shall prevail over the terms of PART II to the extent of any conflict between them. Special Provisions, if any, shall prevail over the terms of PART I and PART II to the extent of any conflict between them.

|                    |                        |
|--------------------|------------------------|
| Signature (Owners) | Signature (Charterers) |
|--------------------|------------------------|

**PART II**  
**MUNTAJAT CHARTER**  
**Fertiliser Voyage Charter Party**

**1. Voyage**

The Vessel named in Box 4 being tight, staunch and strong, and in every way fit for the voyage, shall with all convenient speed proceed to the safe port(s) as specified in Box 14 and there load as customary at any available safe berth, safe quay, safe wharf or safe dock as ordered by the Charterers or their Agents, or so near thereto as the Vessel may safely get and lie always afloat, a cargo as described in Boxes 10 and 11, and being so loaded the Vessel shall therewith proceed with all convenient speed to the safe port(s) as specified in Box 15 and there deliver the said cargo at any safe berth, safe dock or alongside any safe quay or safe wharf as ordered on arrival or so near thereto as she may safely get without lightening and lie always afloat.

**2. Vessel Compliance**

Owners warrant that, throughout the duration of this Charter Party, the Vessel and all equipment shall comply with the regulations in effect at all ports of call and the Vessel shall be in possession of valid certificates required for calling at such ports, countries or places, including but not limited to financial responsibility for oil pollution, gear safety and ship sanitation certificates. Any expenses incurred or time lost due to the Vessel's inadequacy in this respect shall be for the Owners' account.

**3. Substitution**

At any time before the cancelling date stated in Box 7 the Owners shall have the liberty to substitute the Vessel with another vessel of equivalent capability and capacity, subject to the Charterers' approval which shall not be unreasonably withheld. The Owners shall remain responsible to the Charterers for the due fulfilment of this Charter Party.

**4. Advance Notices**

**(a) Loading**

The Master or the Owners shall give notices to the parties named in Box 8 of sailing from the last port before loading.

At least ten (10) days prior to the Vessel's estimated time of arrival at the loading port as stated in Box 5, the Master or the Owners shall give notices to the parties named in Box 8 stating the approximate date of the Vessel's readiness to load. Upon such notification, the Owners shall advise the Vessel's vetting agent, nominated by the Charterers, of the Vessel's IMO number and all relevant certificates.

As least seven (7) days prior to the Vessel's estimated time of arrival at the loading port as stated in Box 5, the Master or the Owners shall give notices to the parties named in Box 8 stating the definite date of the Vessel's readiness to load.

The Master or the Owners shall give seventy-two (72), forty-eight (48), twenty-four (24) and twelve (12) hours notices of the Vessel's readiness to load. Such notices shall be given to the parties named in Box 8.

If Box 4 calls for a vessel to be nominated or if the Vessel has been substituted pursuant to Clause 3 (Substitution), the Master or the Owners shall notify the Charterers of the Vessel's name and details at least ten (10) days prior to its estimated time of arrival at the loading port. The Charterers shall confirm their acceptance of the nominated Vessel within forty-eight (48) hours of the Owners' nomination, excluding Fridays, Saturdays and public holidays at the Charterers' place of business.

**(b) Discharging**

After sailing from the loading port the Master or the Owners shall provide the parties named in Box 9 with daily updates of the Vessel's position and expected time of arrival at the discharging port.

**5. Cleaning**

The Vessel's holds shall be swept clean and washed down, preferably with fresh water, dry and free from the previous cargo's residues, loose rust scales, paint flakes and dirt especially behind frames and beams and shall be ready in every respect to safely load the specified bulk or bagged urea cargo before she is acceptable as ready to load and may commence loading. Remains of grain, including but not limited to oats, barley and sorghum, seeds, cereals and similar agricultural products are particularly harmful contaminants and must be removed to the satisfaction of the independent surveyor before giving Notice of Readiness (NOR) for loading the cargo of urea. Owners must also ensure that there is no trace or presence of any timber products such as wood-chips, bark, etc. The Vessel's holds or hatches shall not be painted within one (1) month prior to the date of loading and the Owners guarantee that the paint is dry and will not damage or discolour the cargo.

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Cargo holds shall be presented for pre-loading inspection by an independent surveyor appointed and paid for by the Charterers at the loading port. Such inspection shall take place as soon as possible after the Vessel tenders Notice of Readiness to load but latest on the Vessel's arrival at the loading berth. If the cargo holds are rejected by the independent surveyor due to insufficient cleanliness, the Vessel shall proceed to a designated waiting place to continue cleaning. Once sufficiently cleaned, the Vessel shall be re-berthed, subject to availability of berth. The Owners shall then present the Vessel for re-inspection as soon as possible. All costs, expenses and time resulting from the aforementioned rejection of the Vessel's cargo holds shall be for Owners' account.

If the Vessel fails hold survey, time shall stop counting from the time of rejection until the Vessel passes hold inspection, but the initial NOR shall be in force and no re-tendering of NOR shall be required.

If the Vessel has missed the cancelling date stated in Box 7, time until commencement of loading shall be for the Owners' account.

**6. Notice of Readiness and Laytime**

**(a) Loading Port**

Notice of Readiness (NOR) at the loading port shall be tendered at the designated waiting area as advised by the port authorities upon arrival, whether in port or not, whether in berth or not, whether customs cleared or not, whether in free pratique or not, any time day or night. Laytime shall then count as if the Vessel was in berth and in all respects ready for loading, provided that the Master warrants that the Vessel is in fact ready in all respects. Actual time used in moving from the designated waiting area to the loading berth shall not count as laytime. If, after berthing, the Vessel is found not to be ready for loading all time lost until the Vessel is ready to load shall not count as laytime.

Unless otherwise agreed, laytime shall not commence before 0800 hours on the first layday as stated in Box 6. If the Owners tender NOR before commencement of laydays the NOR shall be considered invalid for the purposes of laytime calculations, unless the Charterers accept such NOR.

At the loading port laytime shall commence twelve (12) hours after the NOR has been tendered in accordance with this Charter Party or when loading commences, whichever is the earlier.

The cargo shall be loaded, stowed and trimmed under the Master's supervision at the Charterers' risk and expense within the number of working days of twenty-four (24) consecutive hours, weather permitting, non-reversible, as specified in Box 16.

The cargo shall be loaded in accordance with the International Maritime Solid Bulk Cargoes Code (the IMSBC Code) and mandatory local requirements, and cargo shall not be loaded in deep tanks, wing tanks or other similar inaccessible places. Trimming performed by the shippers shall be limited to what can be carried out by their loading equipment and further trimming, if required, shall be carried out by the Owners at their time and cost. The Vessel shall be left in a seaworthy trim in accordance with the Master's instructions for shifting between berths and ports.

**(b) Discharging Port**

If the discharging berth is not available on the Vessel's arrival at the port of discharge, NOR shall be tendered within ordinary office hours on arrival at the designated waiting area. Laytime shall then count as if the Vessel were in berth and in all respects ready for discharging, provided that the Master warrants that the Vessel is in fact ready in all respects. Actual time used in moving from the designated waiting area to the discharging berth shall not count as laytime. If, after berthing, the Vessel is found not to be ready for discharging all time lost until the Vessel is ready to discharge shall not count as laytime.

At the discharging port, laytime shall commence twelve (12) hours after the NOR has been tendered in accordance with this Charter Party or when discharging commences, whichever is earlier.

The cargo shall be discharged under the Master's supervision at the Charterers' risk and expense within the number of working days of twenty-four (24) consecutive hours, weather permitting, non-reversible, as specified in Box 17.

**(c) Weather Conditions**

If loading or discharging is prevented due to rain or bad weather, including but not limited to fog or humidity of seventy-four per cent (74%) or more, time shall stop counting until cargo operations are resumed. A statement from the terminal giving evidence of bad weather shall be provided to the Master.

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Any delays in berthing for loading or discharging and delays after berthing which are due to weather conditions shall count as half laytime or if on demurrage at one half of the demurrage rate stated in Box 18.

**(d) Shifting after Dark**

Should the Vessel be unable to reach discharging berth on arrival due to port authority or pilot restrictions on shifting after dark, time waiting for pilot till 0800 hours next morning shall not count as laytime.

If, during a period of delay, the provisions of sub-clauses (c) and (d) are triggered, sub-clause (d) shall prevail even if the initial period of the delay was caused by weather conditions.

**(e) Opening and Closing of Hatches**

All opening and closing of hatches shall be for the Owners' account and time used shall not count as laytime, provided that local rules and regulations permit. Otherwise the first opening and the last closing shall be for the Owners' account and all other opening and closing of hatches shall be for the Charterers' account and time.

**(f) Breakdown of Vessel's Gear**

Time lost due to breakdown of the Vessel's gear shall not count as laytime and any expenses thus incurred shall be for the Owners' account. If partial loading is possible, time shall count proportionally to crane capacity and the cargo holds served.

**(g) Warping**

If required, the Vessel shall warp and turn at Owners' risk and expense and time so used shall not count as laytime.

**(h) Barges**

If loading or discharging takes place from or into barges the Charterers shall pay for and provide such assistance and equipment as may be required to enable such operations. Adequate fenders shall be installed to the Master's satisfaction and time so used shall count as laytime.

**7. Cancelling**

**(a)** Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 7, the Charterers shall have the option of cancelling this Charter Party.

**(b)** Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. Such option must be declared by the Charterers within seventy-two (72) running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the third day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date.

**8. Laytime and Demurrage Exceptions**

Unless otherwise provided in this Charter Party, any delay at the loading or discharging port arising out of or resulting from fire, explosion, breakdown or failure of equipment, plant or machinery, port closure, act of God, act of war, riot, civil commotion, or arrest or restraint of princes, rulers or peoples shall, provided always that such cause was not within the reasonable control of the Charterers or the Owners or their respective servants or agents, count as one half of laytime or, if the Vessel is on demurrage, at one half of the demurrage rate. The Charterers shall not be liable for demurrage for delay caused by strike, lockout, stoppage or restraint of labour for the Master, officers or crew of the Vessel.

**9. Freight, Demurrage and Despatch Payments**

Freight Payment – Ninety-five per cent (95%) of the freight shall be paid to the Owners' nominated bank account within five (5) banking days after signing and releasing bills of lading to be marked freight payable as per charter party. The balance of five per cent (5%) freight, together with any despatch or demurrage at loading and/or discharging ports, shall be paid within thirty (30) days after completion of discharge and upon submission of Owners'

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final freight invoice and supporting documents to Charterers, including Owners' laytime calculations, statements of facts and notices of readiness.

Demurrage at the loading and discharging port(s) is payable by the Charterers at the rate stated in Box 18 per day or pro rata for any part of a day.

Despatch shall be paid to the Charterers for laytime saved in loading and/or discharging port(s) at fifty per cent (50%) of the demurrage rate stated in Box 18.

The Charterers shall be discharged from all liability to pay freight, deadfreight or demurrage invoices unless such invoices have been received by the Charterers within sixty (60) days from completion of discharge of the cargo under this Charter Party.

If, according to Box 22, all freight is to be paid on shipment, it shall be deemed earned and non-returnable, Vessel and/or cargo lost or not lost. Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid. Prepaid bills of lading shall be kept in agents' custody until receiving confirmation from the Owners' bank that full freight has been received.

**10. Quantity of Cargo**

The cargo quantity shall be ascertained as per joint draft survey both ends. Cost and time shall be shared equally between the Owners and the Charterers. If at the time of the draft survey the quantity ascertained to be on board falls within a tolerance of one hundred (100) metric tonnes from the quantity called forward by the Master, then the Vessel shall sail with the quantity as ascertained by the draft survey and the Owners shall not request additional cargo. The freight shall be paid in accordance with the bill of lading ascertained weight.

**11. Dunnage and Cargo Battens**

**(a) Dunnage**

- (i)\*** For Charterers' account: The Charterers shall provide and lay all dunnage material as required by the Master for proper stowage and protection of the cargo, the Owners allowing the use of all dunnage available on board. Dunnage shall be laid in accordance with the Master's instructions.

In the absence of disposal instructions from the Charterers, the Master shall have liberty to dispose of the dunnage upon discharge. Any proved cost incurred thereby to be refunded by the Charterers.

- (ii)\*** For Owners' Account: The Owners shall provide and lay all dunnage material required for proper stowage and protection of the cargo.

*\* Optional, indicate (i) or (ii) as agreed in Box 12.*

**(b) Cargo Battens**

- (i)\*\*** Required: Before tendering the Master's Notice of Readiness, the Vessel shall have cargo battens fitted.

- (ii)\*\*** Not required: Before tendering the Master's Notice of Readiness, the Vessel shall have cargo battens removed, failing which the Charterers or their agents shall not be held responsible for any damage to battens during loading/discharging.

*\*\* Optional, indicate (i) or (ii) as agreed in Box 13.*

**12. Cargo Protection**

If requested by the Charterers, the cargo shall be covered by plastic sheets fastened by wooden sticks. Sheets and sticks shall be supplied and paid for by the Charterers and laid out and fastened by labourers arranged and paid for by the Charterers and time shall count.

**13. Stevedore Damage**

- (a)** The Charterers shall be responsible for damage (fair wear and tear excepted) to any part of the Vessel caused by stevedores. The Charterers shall be liable for all costs for repairing such damage and for any time lost, which shall be paid in an amount equivalent to the demurrage rate.

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**(b)** The Master or the Owners shall notify the Charterers or their agents and the stevedores of any damage prior to the Vessel's departure from the port where such damage was caused, failing which the Charterers shall not be responsible.

**(c)** Stevedore damage affecting seaworthiness shall be repaired without any delay before the Vessel sails from the port where such damage was caused or discovered. Stevedore damage affecting the Vessel's trading capabilities shall be repaired before leaving the last port of discharge, failing which the Charterers shall be liable for resulting losses. All other damage which is not repaired before leaving the last port of discharge shall be repaired by the Owners and settled by the Charterers on receipt of Owners' supported invoice.

**14. Bills of Lading**

Bills of lading shall be presented and signed by the Master or the Owners' authorised agent as per the MUNTAJATBILL bill of lading and shall include the following wording: "All terms and conditions, liberties and exceptions of the MUNTAJATCHARTER Charter Party, dated as overleaf, including the governing law and place of arbitration stated in Clause 45 (BIMCO Standard Dispute Resolution Clause), are herewith incorporated".

No liner, through or switch bills of lading shall be permitted.

**15. Insurance**

The Owners warrant that the Vessel, throughout this Charter Party, is fully insured by a Protection and Indemnity (P&I) Club with a coverage equivalent to the cover provided by members of the International Group of P&I Clubs. The Owners shall upon request provide the Charterers with copies of certificates of insurance which provide sufficient information to verify that the Owners have complied with the insurance requirements of this Charter Party.

If the Vessel's age exceeds:

**(a)\*** fifteen (15) years; or

**(b)\*** twenty (20) years

any overage premium shall be for the Owners' account.

*\* (a) and (b) are alternatives; delete whichever is not applicable. In the absence of deletions, alternative 15(b) shall apply.*

**16. Lien**

The Owners shall have a lien on the cargo for freight and deadfreight.

**17. Agency**

The Owners shall appoint the Charterers' nominated agents in ports of loading and discharging, provided that the disbursement account is competitive.

The Owners undertake to put the agents in funds prior to the Vessel's arrival, sufficient to cover the relevant disbursements and account payments required at each port.

**18. Dues and Charges**

**(a)** On the Vessel: The Owners shall pay all dues and charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.

**(b)** On Cargo: The Charterers shall pay all dues, charges and duties customarily levied on the cargo, howsoever the amount thereof may be assessed.

**19. Overtime**

Overtime shall be for the account of the party ordering the same. If overtime is ordered by port authorities, the same shall be for Charterers' account, but overtime for officers and crew shall always be for Owners' account.

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**20. Deviation**

Any deviation in saving or attempting to save life or property at sea, or any necessary 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.

**21. Misrepresentation**

If any misrepresentation has been made regarding the description of the Vessel in this Charter Party and/or the Vessel's position, the Charterers have the right to claim compensation for any loss resulting therefrom. Should there be any change in the Vessel's position, the Owners shall notify the Charterers thereof in writing as soon as such change becomes known to them. If such notification is not given, the Charterers shall have the right to claim compensation for any loss or damage resulting therefrom.

**22. Information to the Master**

Upon conclusion of this Charter Party the Owners shall inform the Vessel's Master by tele-communication or similar quick manner of communication of all relevant terms and conditions of the Charter Party, thereby enabling the Master to comply fully with the same.

**23. Drugs and Alcohol Policy**

The Owners warrant that they have a policy on drugs and alcohol abuse applicable to the Vessel which meets or exceeds the standards stated in the International Convention on Standards of Training, Certification and Watchkeeping, 1978, as amended. The Owners further warrant that this policy will remain in effect during the term of this Charter Party and that the Owners will exercise due diligence to ensure that the policy is complied with.

**24. Ballast Water Management**

The Owners warrant that the Vessel shall comply with all mandatory ballast water management requirements including, but not limited to, any applicable international conventions and regulations. The Owners shall assume liability for and shall indemnify, defend and hold harmless the Charterers against any direct loss and/or damage (excluding consequential loss and/or damage) and any expenses, fines, penalties and any other claims, including but not limited to legal costs, arising from the Owners' failure to comply with any such provisions. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, the period of such delay shall not count as laytime or, if the Vessel is on demurrage, as demurrage.

**25. Bunker Fuel Sulphur Content**

Owners confirm that they are aware of the maximum sulphur content requirements of any sulphur emission control area (ECA) the Vessel may be required to enter during the performance of this Charter Party. The Owners shall, without loss of time and/or deviation, use fuels of such specifications and grades to ensure compliance with these requirements.

For the purpose of this Clause, ECA shall mean areas as stipulated in MARPOL Annex VI and/or zones and/or areas regulated by regional and/or national authorities such as, but not limited to, the EU and the US Environmental Protection Agency. The Owners shall indemnify, defend and hold the Charterers harmless in respect of any direct or indirect loss, liability, delay, fines, costs or expenses arising or resulting from the Owners' failure to comply with this Clause. The Owners shall have the right to bunker en route in laden condition before entering ECAs and the Owners shall do their utmost to minimise time loss and deviation in this respect, however the same shall always be at Owners' expense.

**26. Charterers' Exclusions**

The pilot, Master, officers and crew of any vessel nominated under this Charter Party and any tow boat, person or facility assisting such vessel shall not be agents or employees of the Charterers and the Charterers shall not be liable for any loss, damage or claims resulting from or arising out of negligence or error of any of them while a nominated Vessel is proceeding to or lying at any place of loading and/or discharging.

This Clause does not affect the Charterers' obligation to nominate a safe berth and/or a safe port.

**27. Boycott**

In the event of a boycott (whether legal or not) being imposed due to the Vessel's flag, ownership, nationality of the crew, terms under which crew is employed or labour conditions on board, time lost as a consequence thereof shall not count as laytime and the Owners shall be responsible for all costs and consequences resulting therefrom.

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**28. Suez Canal Closure**

If the Suez Canal should be closed, both parties shall discuss with the aim of finding a mutually acceptable solution failing which, either party shall have the option of cancelling the voyage. However, such right to cancellation must be exercised at least ten (10) days before the cancelling date stated in Box 7.

If a cargo has already been loaded and discharging port(s) normally involving Suez Canal transit has been declared, then the Charterers shall have the option to change discharging port(s), paying for any deviation that may be incurred at the demurrage rate stated in Box 18 plus bunkers. If the Charterers choose to maintain discharging port(s) normally involving Suez Canal transit, then the following shall apply:

The Charterers agree to pay the extra cost of the voyage via the Cape of Good Hope. Such cost shall be calculated on the basis of the daily demurrage rate stated in Box 18 plus the bunkers consumed for the additional passage and additional expenses, taxes, and or dues of whatsoever nature, but less the estimated bunkers used in port whilst awaiting Charterers' voyage instructions.

In the event that any of the Owners' underwriters require any additional premium in order to permit the Vessel to enter any area pursuant to the performance of this Clause, such additional premium shall be for the Charterers' account. Furthermore, any additional cost of crew wages and bonuses plus the cost of any additional premiums for crew insurance shall also be for Charterers' account.

**29. BIMCO General Clause Paramount**

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

**30. BIMCO General Average Clause**

General average shall be adjusted, stated and settled according to the York-Antwerp Rules 1994 in London, unless another place is agreed and stated in this Charter Party.

**31. New Jason Clause**

If General average is to be adjusted in accordance with the law and practice of the United States of America, the following Clause shall apply:

"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 Owners are not responsible by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Owners 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 vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their 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 Owners before delivery."

**32. Both-to-Blame Collision Clause**

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other



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or non-carrying vessel 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 vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

**33. BIMCO Standard ISM Clause for Voyage and Time Charter Parties**

During the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.

Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.

**34. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005**

- (a)(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).
- (ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).
- (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.
- (b)(i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.
- (ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.
- (c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:

  - (i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.
  - (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.
- (d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever 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/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.
- (e) 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.

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**35. BIMCO Ice Clause for Voyage Charter Parties**

The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow ice-breakers.

**(a) Port of Loading**

- (i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.

If the Charterers fail within forty-eight (48) running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the contract were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.

- (ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within twenty-four (24) running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.

**(b) Port of Discharge**

- (i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.

If the Charterers fail to make such declaration within forty-eight (48) running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.

- (ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within twenty-four (24) running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.
- (iii) On delivery of the cargo other than at the port(s) named in the contract, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds one hundred (100) nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.

**36. BIMCO 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 the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within twenty-four (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.

(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within forty-eight (48) hours, the Charterers 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 until the strike or lock-out terminates and 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 forty-eight (48) hours after the

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Master or the Owners have tendered notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bills of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds one hundred (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.

**37. Sanctions Clause**

(a) The Owners shall not be obliged to comply with any orders for the employment of the Vessel in any carriage, trade or on a voyage which, in the reasonable judgement of the Owners, will expose the Vessel, Owners, managers, crew, the Vessel's insurers, or their re-insurers, to any sanction or prohibition imposed by any State, Supranational or International Governmental Organisation.

(b) If the Vessel is already performing an employment to which such sanction or prohibition is subsequently applied, the Owners shall have the right to refuse to proceed with the employment and the Charterers shall be obliged to issue alternative voyage orders within forty-eight (48) hours of receipt of Owners' notification of their refusal to proceed. If the Charterers do not issue such alternative voyage orders the Owners may discharge any cargo already loaded at any safe port (including the port of loading) in complete fulfilment of this 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 one hundred (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 route, the Owners having a lien on the cargo for such expenses and freight. If in compliance with this Sub-clause (b) anything is done or not done, such shall not be deemed a deviation.

(c) The Charterers shall indemnify the Owners against any and all claims whatsoever brought by the owners of the cargo and/or the holders of Bills of Lading and/or sub-charterers against the Owners by reason of the Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with Sub-clause (b).

(d) The Charterers shall procure that this Clause shall be incorporated into all sub-charters and Bills of Lading issued pursuant to this Charter Party.

**38. BIMCO Designated Entities Clause for Charter Parties**

(a) The provisions of this clause shall apply in relation to any sanction, prohibition or restriction imposed on any specified persons, entities or bodies including the designation of specified vessels or fleets under United Nations Resolutions or trade or economic sanctions, laws or regulations of the European Union or the United States of America.

(b) Owners and Charterers respectively warrant for themselves (and in the case of any sublet, Charterers further warrant in respect of any sub-charterers, shippers, receivers, or cargo interests) that at the date of this fixture and throughout the duration of this Charter Party they are not subject to any of the sanctions, prohibitions, restrictions or designation referred to in Sub-clause (a) which prohibit or render unlawful any performance under this Charter Party or any sublet or any Bills of Lading. Owners further warrant that the nominated Vessel, or any substitute, is not a designated vessel.

(c) If at any time during the performance of this Charter Party either party becomes aware that the other party is in breach of warranty as aforesaid, the party not in breach shall comply with the laws and regulations of any Government to which that party or the Vessel is subject, and follow any orders or directions which may be given by any body acting with powers to compel compliance, including where applicable the Owners' flag State. In the absence of any such orders, directions, laws or regulations, the party not in breach may, in its option, terminate the Charter Party forthwith or, if cargo is on board, direct the Vessel to any safe port of that party's choice and there discharge the cargo or part thereof.

(d) If, in compliance with the provisions of this Clause, anything is done or is not done, such shall not be deemed a deviation but shall be considered due fulfilment of this Charter Party.

(e) Notwithstanding anything in this Clause to the contrary, Owners or Charterers shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.

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(f) Owners or Charterers shall be liable to indemnify the other party against any and all claims, losses, damage, costs and fines whatsoever suffered by the other party resulting from any breach of warranty as aforesaid.

(g) Charterers shall procure that this Clause is incorporated into all sub-charters, contracts of carriage and Bills of Lading issued pursuant to this Charter Party.

**39. Third Party Arrest**

In the event of arrest, detention or other sanction levied against the Vessel through no fault of the Charterers, the Owners shall indemnify the Charterers for any direct damages, penalties, costs and/or consequences and any time lost due to such arrest, detention or other sanction levied against the Vessel shall not count as laytime or if on demurrage, as time on demurrage.

In the event of arrest, detention or other similar sanction levied against the Vessel through no fault of the Charterers, the Charterers shall be entitled to terminate the Charter Party unless the Vessel is released within three (3) days from the date of the arrest, detention or other similar sanction. Such option shall be declared by the Charterers within seven (7) days of when the Charterers become aware of such arrest, detention or other similar sanction levied against the Vessel. Termination or failure to terminate shall be without prejudice to any claim for damages the Charterers may have against the Owners.

**40. Liquidation or Bankruptcy of the Owners**

If the Owners enter into liquidation, become insolvent or bankrupt, have a receiving order made against them, compound with their creditors, have a petition presented for their winding up or administration, carry on their business under a receiver, trustee, liquidator or provisional liquidator for the benefit of any or all of their creditors other than for the purpose of reorganisation or amalgamation without insolvency, or should suffer any equivalent act under any applicable law, the Charterers may by written notice immediately terminate or suspend this Charter Party until further notice without prejudice to any right of action or claim accrued at the date of termination or suspension.

**41. Force Majeure**

Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

(a) acts of God, including fire, flood, storm, lightning, hurricane, earthquake, landslide or other natural disasters or extraordinary weather conditions;

(b) any Government requisition, control, intervention, requirement or interference;

(c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;

(d) riots, civil commotion, blockades or embargoes;

(e) epidemics;

(f) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure;

(g) major breakdown of any plant, machinery, equipment, vessel or vehicle or major damage to the same which prevents the securing of materials or labour;

(h) port closure; or

(i) any other similar cause beyond the reasonable control of either party.

The party seeking to invoke force majeure shall notify the other party in writing within two (2) days of the occurrence of the force majeure event(s), detailing those obligations under the Charter Party which cannot be performed by reason of the force majeure event as well as the estimated duration of the force majeure event and shall, if required, and upon reasonable notice, give to the other party in writing particulars of the relevant force majeure event(s), together with supporting evidence as is reasonably available.

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**42. BIMCO War Risks Clause for Voyage Chartering (VOYWAR 2013)**

**(a)** For the purpose of this Clause, the words:

- (i)** "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
- (ii)** "War Risks" shall include any actual, threatened or reported:

War, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "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 or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.

**(b)** 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 Contract of Carriage, or any part of it, may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage 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, cargo, crew, or other persons on board the Vessel may 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 Contract of Carriage if the Charterers shall not have nominated such safe port or ports within forty-eight (48) hours of receipt of notice of such requirement.

**(c)** The Owners shall not be required to continue to load cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing contracts of carriage 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, cargo, crew or other persons on board the Vessel may 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 forty-eight (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 Contract of Carriage. 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 one hundred (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 route, the Owners having a lien on the cargo for such expenses and freight.

**(d)** 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, cargo, crew or other persons on board the Vessel may 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 one hundred (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 route.

- (e)(i)** The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefor shall be for their account.
- (ii)** If, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall further reimburse the Owners for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Owners shall leave the area or areas as soon as possible after completion of discharge.

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(iii) All payments arising under this Sub-clause (e) shall be settled within fifteen (15) days of receipt of Owners' supported invoices.

(f) The Vessel shall have liberty:

- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other 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 of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, 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;
- (iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;
- (v) to call at any alternative 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, detention or similar measures;
- (vi) 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 customary route.

(g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of Sub-clauses (b) to (f) which are made under any bills of lading, waybills or other documents evidencing contracts of carriage.

When acting in accordance with any of the provisions of Sub-clauses (b) to (f) 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 Contract of Carriage.

**43. BIMCO Piracy Clause for Single Voyage Charter Parties 2013**

(a) If, after entering into this Charter Party, in the reasonable judgement of the Master and/or the Owners, any port, place, area or zone, or any waterway or canal (hereinafter "Area") on any part of the route which is normally and customarily used on a voyage of the nature contracted for becomes dangerous, or the level of danger increases, to the Vessel, cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"), the Owners shall be entitled to take a reasonable alternative route to the discharging port and, if they so decide, immediately give notice to the Charterers that such route will be taken. Should the Vessel be within any such place as aforesaid which only becomes dangerous, after entry, it shall be at liberty to leave it.

(b) In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:

- (i) to take reasonable preventative measures to protect the Vessel, crew and cargo including but not limited to re-routing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Vessel (including embarkation/disembarkation);
- (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
- (iii) to comply with all orders, directions, recommendations or advice 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, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and

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(iv) to comply with the terms of any resolution of the Security Council of the United Nations, 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.

(c) This Clause shall be incorporated into any bill of lading, waybills or other documents evidencing contracts of carriage (hereinafter "Contracts of Carriage") issued pursuant to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master signing Contracts of Carriage as presented to the extent that the terms of such Contracts of Carriage impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Clause.

(d) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail.

**44. War Cancellation Clause**

Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not) between any two (2) or more of the following countries: the United States of America; Russia; the United Kingdom; the People's Republic of China; the countries of the Gulf Cooperation Council (GCC); and Iran.

**45. BIMCO Standard Dispute Resolution Clause**

(a)\* This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three (3) arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of USD100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(b)\* This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three (3) persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree), the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc.

(c)\* This Contract shall be governed by and construed in accordance with Singapore\*\*/English\*\* law.

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Singapore

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International Arbitration Act (Chapter 143A) and any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration (SCMA) current at the time when the arbitration proceedings are commenced.

The reference to arbitration of disputes under this Clause shall be to three (3) arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator and give notice that it has done so within fourteen (14) calendar days of that notice and stating that it will appoint its own arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 75,000 (or such other sum as the parties may agree), the arbitration shall be conducted before a single arbitrator in accordance with the SCMA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

*\*\* Delete whichever does not apply. If neither or both are deleted, then English law shall apply by default.*

**(d)\*** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

**(e)** Notwithstanding Sub-clauses (a), (b), (c) or (d) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.

In the case of a dispute in respect of which arbitration has been commenced under Sub-clauses (a), (b), (c) or (d) above, the following shall apply:

- (i)** A party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party (or parties) of a written notice (the "Mediation Notice") calling on the other party (or parties) to agree to mediation.
- (ii)** The other party (or parties) shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either party (or parties) a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.
- (iii)** If the other party (or parties) does (do) not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.
- (iv)** The mediation shall not affect the right of either party (or parties) to seek such relief or take such steps as it (they) considers (consider) necessary to protect its (their) interests.
- (v)** A party (or parties) may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.



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- (vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

*(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)*

*\*If this Clause has been incorporated into the Contract without an express choice of law and arbitration forum chosen from sub-clauses (a), (b), (c) and (d), then sub-clause (a) of this Clause shall apply. Sub-clause (e) shall apply in all cases.*

**46. Confidentiality**

The Owners and the Charterers shall keep the existence and the terms of this Charter Party, together with details of all negotiations, private and confidential, unless disclosure of such information is required by a court of law.

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| 3. Substitution                             | 28. Suez Canal Closure  |
| 4. Advance Notices                          | 29. BIMCO General Clause Paramount                                |
| 5. Cleaning                                 | 30. BIMCO General Average Clause                                  |
| 6. Notice of Readiness and Laytime          | 31. New Jason Clause  |
| 7. Cancelling                               | 32. Both-to-Blame Collision Clause                                |
| 8. Laytime and Demurrage Exceptions         | 33. BIMCO Standard ISM Clause for Voyage and Time Charter Parties |
| 9. Freight, Demurrage and Despatch Payments | 34. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005        |
| 10. Quantity of Cargo                       | 35. BIMCO Ice Clause for Voyage Charter Parties                   |
| 11. Dunnage and Cargo Battens               | 36. BIMCO Strike Clause   |
| 12. Cargo Protection                        | 37. Sanctions Clause  |
| 13. Stevedore Damage                        | 38. BIMCO Designated Entities Clause for Charter Parties          |
| 14. Bills of Lading                         | 39. Third Party Arrest  |
| 15. Insurance                               | 40. Liquidation or Bankruptcy of the Owners                       |
| 16. Lien                                    | 41. Force Majeure   |
| 17. Agency                                  | 42. BIMCO War Risks Clause for Voyage Chartering (VOYWAR 2013)    |
| 18. Dues and Charges                        | 43. BIMCO Piracy Clause for Single Voyage Charter Parties 2013    |
| 19. Overtime                                | 44. War Cancellation Clause                                       |
| 20. Deviation                               | 45. BIMCO Standard Dispute Resolution Clause                      |
| 21. Misrepresentation                       | 46. Confidentiality   |
| 22. Information to the Master               |   |
| 23. Drugs and Alcohol Policy                |   |
| 24. Ballast Water Management                |   |
| 25. Bunker Fuel Sulphur Content             |   |