

SVEUČILIŠTE U RIJECI
POMORSKI FAKULTET U RIJECI

Nautika i tehnologija pomorskog prometa, diplomski studij

UGOVARANJE U POMORSTVU

DOKUMENTI

SADRŽAJ:

Voyage Charter Parties:

- BIMCO GENCON CHARTER (As Revised 1922, 1976 and 1994)
- BIMCO GRAINCON - Standard Grain Voyage Charter Party
- BIMCO FERTICON 2007 - Fertiliser Voyage Charter Party
- NIPPON GRAIN CHARTER PARTY

Time Charter Parties:

- BIMCO GENTIME - General Time Charter Party
- BIMCO BOXTIME 2004 - Standard Time Charter Party for Container Vessels
- NYPE 2015
- BIMCHEMTIME 2005

Voyage Charter Parties



Part I

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|---|--|
| 1. Shipbroker | RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) (To be used for trades for which no specially approved form is in force) CODE NAME: "GENCON" |
| | 2. Place and date |
| 3. Owners/Place of business (Cl. 1) | 4. Charterers/Place of business (Cl. 1) |
| 5. Vessel's name (Cl. 1) | 6. GT/NT (Cl. 1) |
| 7. DWT all told on summer load line in metric tons (abt.) (Cl. 1) | 8. Present position (Cl. 1) |
| 9. Expected ready to load (abt.) (Cl. 1) | |
| 10. Loading port or place (Cl. 1) | 11. Discharging port or place (Cl. 1) |
| 12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) | |
| 13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) | 14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4) |
| 15. State if vessel's cargo handling gear shall not be used (Cl. 5) | 16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6) |
| 17. Shippers/Place of business (Cl. 6) | a) Laytime for loading |
| 18. Agents (loading) (Cl. 6) | b) Laytime for discharging |
| 19. Agents (discharging) (Cl. 6) | c) Total laytime for loading and discharging |
| 20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) | 21. Cancelling date (Cl. 9) |
| | 22. General Average to be adjusted at (Cl. 12) |
| 23. Freight Tax (state if for the Owners' account) (Cl. 13 (c)) | 24. Brokerage commission and to whom payable (Cl. 15) |
| 25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration) (if not filled in 19 (a) shall apply) (Cl. 19) | |
| (a) State maximum amount for small claims/shortened arbitration (Cl. 19) | 26. Additional clauses covering special provisions, if agreed |

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

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|--------------------|------------------------|
| Signature (Owners) | Signature (Charterers) |
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PART II

"Gencon" Charter (As Revised 1922, 1976 and 1994)

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| 1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that: The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo. | 1 2 3 4 5 6 7 8 9 10 11 12 13 14 | always work under the supervision of the Master. (c) <i>Stevedore Damage</i> The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability. The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate. | 75 76 77 78 79 80 81 82 83 84 85 86 87 88 |
| 2. Owners' Responsibility Clause The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager. And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever. | 15 16 17 18 19 20 21 22 23 24 25 26 27 | 6. Laytime * (a) <i>Separate laytime for loading and discharging</i> The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. * (b) <i>Total laytime for loading and discharging</i> The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. (c) <i>Commencement of laytime (loading and discharging)</i> Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19. If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime. If, after inspection, the Vessel is found not to be ready in all respects to load/dischARGE time lost after the discovery thereof until the Vessel is again ready to load/dischARGE shall not count as laytime. Time used before commencement of laytime shall count. * <i>Indicate alternative (a) or (b) as agreed, in Box 16.</i> | 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 |
| 3. Deviation Clause The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property. | 28 29 30 31 | 7. Demurrage Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice. In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby. | 122 123 124 125 126 127 128 129 130 131 |
| 4. Payment of Freight (a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo. (b) <i>Prepaid.</i> If according to Box 13 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. (c) <i>On delivery.</i> If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered. Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally. Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses. | 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 | 8. Lien Clause The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same. | 132 133 134 135 136 |
| 5. Loading/Discharging (a) <i>Costs/Risks</i> The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners. The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed. (b) <i>Cargo Handling Gear</i> Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winchmen required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage. On request the Owners shall provide free of charge cranesmen/winchen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Cranesmen/winchen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall | 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 | 9. Cancelling Clause (a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, 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 48 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 | 137 138 139 140 141 142 143 144 145 146 147 148 |

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| the seventh day after the new readiness date stated in the Owners' notification | 149 | at any time during the voyage to the port or ports of loading or after her arrival | 220 |
| the Charterers shall be the new cancelling date. | 150 | there, the Master or the Owners may ask the Charterers to declare, that they | 221 |
| The provisions of sub-clause (b) of this Clause shall operate only once, and in | 151 | agree to reckon the laydays as if there were no strike or lock-out. Unless the | 222 |
| case of the Vessel's further delay, the Charterers shall have the option of | 152 | Charterers have given such declaration in writing (by telegram, if necessary) | 223 |
| cancelling the Charter Party as per sub-clause (a) of this Clause. | 153 | within 24 hours, the Owners shall have the option of cancelling this Charter | 224 |
| | | Party. If part cargo has already been loaded, the Owners must proceed with | 225 |
| 10. Bills of Lading | 154 | same, (freight payable on loaded quantity only) having liberty to complete with | 226 |
| Bills of Lading shall be presented and signed by the Master as per the | 155 | other cargo on the way for their own account. | 227 |
| "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter | 156 | (b) If there is a strike or lock-out affecting or preventing the actual discharging | 228 |
| Party, or by the Owners' agents provided written authority has been given by | 157 | of the cargo on or after the Vessel's arrival at or off port of discharge and same | 229 |
| Owners to the agents, a copy of which is to be furnished to the Charterers. The | 158 | has not been settled within 48 hours, the Charterers shall have the option of | 230 |
| Charterers shall indemnify the Owners against all consequences or liabilities | 159 | keeping the Vessel waiting until such strike or lock-out is at an end against | 231 |
| that may arise from the signing of bills of lading as presented to the extent that | 160 | paying half demurrage after expiration of the time provided for discharging | 232 |
| the terms or contents of such bills of lading impose or result in the imposition of | 161 | until the strike or lock-out terminates and thereafter full demurrage shall be | 233 |
| more onerous liabilities upon the Owners than those assumed by the Owners | 162 | payable until the completion of discharging, or of ordering the Vessel to a safe | 234 |
| under this Charter Party. | 163 | port where she can safely discharge without risk of being detained by strike or | 235 |
| | | lock-out. Such orders to be given within 48 hours after the Master or the | 236 |
| 11. Both-to-Blame Collision Clause | 164 | Owners have given notice to the Charterers of the strike or lock-out affecting | 237 |
| If the Vessel comes into collision with another vessel as a result of the | 165 | the discharge. On delivery of the cargo at such port, all conditions of this | 238 |
| negligence of the other vessel and any act, neglect or default of the Master, | 166 | Charter Party and of the Bill of Lading shall apply and the Vessel shall receive | 239 |
| Mariner, Pilot or the servants of the Owners in the navigation or in the | 167 | the same freight as if she had discharged at the original port of destination, | 240 |
| management of the Vessel, the owners of the cargo carried hereunder will | 168 | except that if the distance to the substituted port exceeds 100 nautical miles, | 241 |
| indemnify the Owners against all loss or liability to the other or non-carrying | 169 | the freight on the cargo delivered at the substituted port to be increased in | 242 |
| vessel or her owners in so far as such loss or liability represents loss of, or | 170 | proportion. | 243 |
| damage to, or any claim whatsoever of the owners of said cargo, paid or | 171 | (c) Except for the obligations described above, neither the Charterers nor the | 244 |
| payable by the other or non-carrying vessel or her owners to the owners of said | 172 | Owners shall be responsible for the consequences of any strikes or lock-outs | 245 |
| cargo and set-off, recouped or recovered by the other or non-carrying vessel | 173 | preventing or affecting the actual loading or discharging of the cargo. | 246 |
| or her owners as part of their claim against the carrying Vessel or the Owners. | 174 | | |
| The foregoing provisions shall also apply where the owners, operators or those | 175 | 17. War Risks ("Voywar 1993") | 247 |
| in charge of any vessel or vessels or objects other than, or in addition to, the | 176 | (1) For the purpose of this Clause, the words: | 248 |
| colliding vessels or objects are at fault in respect of a collision or contact. | 177 | (a) The "Owners" shall include the shipowners, bareboat charterers, | 249 |
| | | disponent owners, managers or other operators who are charged with the | 250 |
| 12. General Average and New Jason Clause | 178 | management of the Vessel, and the Master; and | 251 |
| General Average shall be adjusted in London unless otherwise agreed in Box | 179 | (b) "War Risks" shall include any war (whether actual or threatened), act of | 252 |
| 22 according to York-Antwerp Rules 1994 and any subsequent modification | 180 | war, civil war, hostilities, revolution, rebellion, civil commotion, warlike | 253 |
| thereof. Proprietors of cargo to pay the cargo's share in the general expenses | 181 | operations, the laying of mines (whether actual or reported), acts of piracy, | 254 |
| even if same have been necessitated through neglect or default of the Owners' | 182 | acts of terrorists, acts of hostility or malicious damage, blockades | 255 |
| servants (see Clause 2). | 183 | (whether imposed against all Vessels or imposed selectively against | 256 |
| If General Average is to be adjusted in accordance with the law and practice of | 184 | Vessels of certain flags or ownership, or against certain cargoes or crews | 257 |
| the United States of America, the following Clause shall apply: "In the event of | 185 | or otherwise howsoever), by any person, body, terrorist or political group, | 258 |
| accident, danger, damage or disaster before or after the commencement of the | 186 | or the Government of any state whatsoever, which, in the reasonable | 259 |
| voyage, resulting from any cause whatsoever, whether due to negligence or | 187 | judgement of the Master and/or the Owners, may be dangerous or are | 260 |
| not, for which, or for the consequence of which, the Owners are not | 188 | likely to be or to become dangerous to the Vessel, her cargo, crew or other | 261 |
| responsible, by statute, contract or otherwise, the cargo shippers, consignees | 189 | persons on board the Vessel. | 262 |
| or the owners of the cargo shall contribute with the Owners in General Average | 190 | (2) If at any time before the Vessel commences loading, it appears that, in the | 263 |
| to the payment of any sacrifices, losses or expenses of a General Average | 191 | reasonable judgement of the Master and/or the Owners, performance of | 264 |
| nature that may be made or incurred and shall pay salvage and special charges | 192 | the Contract of Carriage, or any part of it, may expose, or is likely to expose, | 265 |
| incurred in respect of the cargo. If a salving vessel is owned or operated by the | 193 | the Vessel, her cargo, crew or other persons on board the Vessel to War | 266 |
| Owners, salvage shall be paid for as fully as if the said salving vessel or vessels | 194 | Risks, the Owners may give notice to the Charterers cancelling this | 267 |
| belonged to strangers. Such deposit as the Owners, or their agents, may deem | 195 | Contract of Carriage, or may refuse to perform such part of it as may | 268 |
| sufficient to cover the estimated contribution of the goods and any salvage and | 196 | expose, or may be likely to expose, the Vessel, her cargo, crew or other | 269 |
| special charges thereon shall, if required, be made by the cargo, shippers, | 197 | persons on board the Vessel to War Risks; provided always that if this | 270 |
| consignees or owners of the goods to the Owners before delivery." | 198 | Contract of Carriage provides that loading or discharging is to take place | 271 |
| | | within a range of ports, and at the port or ports nominated by the Charterers | 272 |
| 13. Taxes and Dues Clause | 199 | the Vessel, her cargo, crew, or other persons onboard the Vessel may be | 273 |
| (a) <u>On Vessel</u> . -The Owners shall pay all dues, charges and taxes customarily | 200 | exposed, or may be likely to be exposed, to War Risks, the Owners shall | 274 |
| levied on the Vessel, howsoever the amount thereof may be assessed. | 201 | first require the Charterers to nominate any other safe port which lies | 275 |
| (b) <u>On cargo</u> . -The Charterers shall pay all dues, charges, duties and taxes | 202 | within the range for loading or discharging, and may only cancel this | 276 |
| customarily levied on the cargo, howsoever the amount thereof may be | 203 | Contract of Carriage if the Charterers shall not have nominated such safe | 277 |
| assessed. | 204 | port or ports within 48 hours of receipt of notice of such requirement. | 278 |
| (c) <u>On freight</u> . -Unless otherwise agreed in Box 23, taxes levied on the freight | 205 | (3) The Owners shall not be required to continue to load cargo for any voyage, | 279 |
| shall be for the Charterers' account. | 206 | or to sign Bills of Lading for any port or place, or to proceed or continue on | 280 |
| | | any voyage, or on any part thereof, or to proceed through any canal or | 281 |
| 14. Agency | 207 | waterway, or to proceed to or remain at any port or place whatsoever, | 282 |
| In every case the Owners shall appoint their own Agent both at the port of | 208 | where it appears, either after the loading of the cargo commences, or at | 283 |
| loading and the port of discharge. | 209 | any stage of the voyage thereafter before the discharge of the cargo is | 284 |
| | | completed, that, in the reasonable judgement of the Master and/or the | 285 |
| 15. Brokerage | 210 | Owners, the Vessel, her cargo (or any part thereof), crew or other persons | 286 |
| A brokerage commission at the rate stated in Box 24 on the freight, dead-freight | 211 | on board the Vessel (or any one or more of them) may be, or are likely to be, | 287 |
| and demurrage earned is due to the party mentioned in Box 24. | 212 | exposed to War Risks. If it should so appear, the Owners may by notice | 288 |
| In case of non-execution 1/3 of the brokerage on the estimated amount of | 213 | request the Charterers to nominate a safe port for the discharge of the | 289 |
| freight to be paid by the party responsible for such non-execution to the | 214 | cargo or any part thereof, and if within 48 hours of the receipt of such | 290 |
| Brokers as indemnity for the latter's expenses and work. In case of more | 215 | notice, the Charterers shall not have nominated such a port, the Owners | 291 |
| voyages the amount of indemnity to be agreed. | 216 | may discharge the cargo at any safe port of their choice (including the port | 292 |
| | | of loading) in complete fulfilment of the Contract of Carriage. The Owners | 293 |
| 16. General Strike Clause | 217 | shall be entitled to recover from the Charterers the extra expenses of such | 294 |
| (a) If there is a strike or lock-out affecting or preventing the actual loading of the | 218 | discharge and, if the discharge takes place at any port other than the | 295 |
| cargo, or any part of it, when the Vessel is ready to proceed from her last port or | 219 | loading port, to receive the full freight as though the cargo had been | 296 |

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carried to the discharging port and if the extra distance exceeds 100 miles, 297
to additional freight which shall be the same percentage of the freight 298
contracted for as the percentage which the extra distance represents to 299
the distance of the normal and customary route, the Owners having a lien 300
on the cargo for such expenses and freight. 301

(4) If at any stage of the voyage after the loading of the cargo commences, it 302
appears that, in the reasonable judgement of the Master and/or the 303
Owners, the Vessel, her cargo, crew or other persons on board the Vessel 304
may be, or are likely to be, exposed to War Risks on any part of the route 305
(including any canal or waterway) which is normally and customarily used 306
in a voyage of the nature contracted for, and there is another longer route 307
to the discharging port, the Owners shall give notice to the Charterers that 308
this route will be taken. In this event the Owners shall be entitled, if the total 309
extra distance exceeds 100 miles, to additional freight which shall be the 310
same percentage of the freight contracted for as the percentage which the 311
extra distance represents to the distance of the normal and customary 312
route. 313

(5) The Vessel shall have liberty:- 314

(a) to comply with all orders, directions, recommendations or advice as to 315
departure, arrival, routes, sailing in convoy, ports of call, stoppages, 316
destinations, discharge of cargo, delivery or in any way whatsoever which 317
are given by the Government of the Nation under whose flag the Vessel 318
sails, or other Government to whose laws the Owners are subject, or any 319
other Government which so requires, or any body or group acting with the 320
power to compel compliance with their orders or directions; 321

(b) to comply with the orders, directions or recommendations of any war 322
risks underwriters who have the authority to give the same under the terms 323
of the war risks insurance; 324

(c) to comply with the terms of any resolution of the Security Council of the 325
United Nations, any directives of the European Community, the effective 326
orders of any other Supranational body which has the right to issue and 327
give the same, and with national laws aimed at enforcing the same to which 328
the Owners are subject, and to obey the orders and directions of those who 329
are charged with their enforcement; 330

(d) to discharge at any other port any cargo or part thereof which may 331
render the Vessel liable to confiscation as a contraband carrier; 332

(e) to call at any other port to change the crew or any part thereof or other 333
persons on board the Vessel when there is reason to believe that they may 334
be subject to internment, imprisonment or other sanctions; 335

(f) where cargo has not been loaded or has been discharged by the 336
Owners under any provisions of this Clause, to load other cargo for the 337
Owners' own benefit and carry it to any other port or ports whatsoever, 338
whether backwards or forwards or in a contrary direction to the ordinary or 339
customary route. 340

(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this 341
Clause anything is done or not done, such shall not be deemed to be a 342
deviation, but shall be considered as due fulfilment of the Contract of 343
Carriage. 344

18. General Ice Clause 345

Port of loading 346

(a) In the event of the loading port being inaccessible by reason of ice when the 347
Vessel is ready to proceed from her last port or at any time during the voyage or 348
on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the 349
Master for fear of being frozen in is at liberty to leave without cargo, and this 350
Charter Party shall be null and void. 351

(b) If during loading the Master, for fear of the Vessel being frozen in, deems it 352
advisable to leave, he has liberty to do so with what cargo he has on board and 353
to proceed to any other port or ports with option of completing cargo for the 354
Owners' benefit for any port or ports including port of discharge. Any part 355
cargo thus loaded under this Charter Party to be forwarded to destination at the 356
Vessel's expense but against payment of freight, provided that no extra 357
expenses be thereby caused to the Charterers, freight being paid on quantity 358
delivered (in proportion if lumpsum), all other conditions as per this Charter 359
Party. 360

(c) In case of more than one loading port, and if one or more of the ports are 361
closed by ice, the Master or the Owners to be at liberty either to load the part 362
cargo at the open port and fill up elsewhere for their own account as under 363
section (b) or to declare the Charter Party null and void unless the Charterers 364
agree to load full cargo at the open port. 365

Port of discharge 366

(a) Should ice prevent the Vessel from reaching port of discharge the 367
Charterers shall have the option of keeping the Vessel waiting until the re- 368
opening of navigation and paying demurrage or of ordering the Vessel to a safe 369
and immediately accessible port where she can safely discharge without risk of 370
detention by ice. Such orders to be given within 48 hours after the Master or the 371
Owners have given notice to the Charterers of the impossibility of reaching port 372

of destination. 373

(b) If during discharging the Master for fear of the Vessel being frozen in deems 374
it advisable to leave, he has liberty to do so with what cargo he has on board and 375
to proceed to the nearest accessible port where she can safely discharge. 376

(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall 377
apply and the Vessel shall receive the same freight as if she had discharged at 378
the original port of destination, except that if the distance of the substituted port 379
exceeds 100 nautical miles, the freight on the cargo delivered at the substituted 380
port to be increased in proportion. 381

19. Law and Arbitration 382

* (a) This Charter Party shall be governed by and construed in accordance with 383
English law and any dispute arising out of this Charter Party shall be referred to 384
arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or 385
any statutory modification or re-enactment thereof for the time being in force. 386
Unless the parties agree upon a sole arbitrator, one arbitrator shall be 387
appointed by each party and the arbitrators so appointed shall appoint a third 388
arbitrator, the decision of the three-man tribunal thus constituted or any two of 389
them, shall be final. On the receipt by one party of the nomination in writing of 390
the other party's arbitrator, that party shall appoint their arbitrator within 391
fourteen days, failing which the decision of the single arbitrator appointed shall 392
be final. 393

For disputes where the total amount claimed by either party does not exceed 394
the amount stated in Box 25** the arbitration shall be conducted in accordance 395
with the Small Claims Procedure of the London Maritime Arbitrators 396
Association. 397

* (b) This Charter Party shall be governed by and construed in accordance with 398
Title 9 of the United States Code and the Maritime Law of the United States and 399
should any dispute arise out of this Charter Party, the matter in dispute shall be 400
referred to three persons at New York, one to be appointed by each of the 401
parties hereto, and the third by the two so chosen; their decision or that of any 402
two of them shall be final, and for purpose of enforcing any award, this 403
agreement may be made a rule of the Court. The proceedings shall be 404
conducted in accordance with the rules of the Society of Maritime Arbitrators, 405
Inc.. 406

For disputes where the total amount claimed by either party does not exceed 407
the amount stated in Box 25** the arbitration shall be conducted in accordance 408
with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, 409
Inc.. 410

* (c) Any dispute arising out of this Charter Party shall be referred to arbitration at 411
the place indicated in Box 25, subject to the procedures applicable there. The 412
laws of the place indicated in Box 25 shall govern this Charter Party. 413

(d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply. 414

* (a), (b) and (c) are alternatives; indicate alternative agreed in Box 25. 415

** Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but 416
the other provisions of this Clause shall have full force and remain in effect. 417

OSNOVNA

LITERATURA

BIMCO Standard Grain Voyage Charter Party

Code Name: GRAINCON

Issued by BIMCO May 2003



| | |
|---|----|
| Date and place | 1 |
| It is this day mutually agreed, between | 2 |
| Owners* / Disponent Owners* of the m.v. | 3 |
| Self / Non-Self Trimming Bulk Carrier* / Tween Decker*, | 4 |
| Call Sign, Built at of | 5 |
| metric tons deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of | 6 |
| cubic metres (including cubic metres in self-bleeding wing spaces) classed | 7 |
| in now | 8 |
| | 9 |
| (insert Vessel's itinerary) and | 10 |
| of Charterers. | 11 |
| *Delete as appropriate | 12 |
| 1. Loading Port(s) | 13 |
| That the said Vessel, being tight, staunch, strong and in every way fit for the voyage, shall with all due despatch proceed to | 14 |
| the port(s) of or | 15 |
| alternatively safe port(s) within the range and there load | 16 |
| at safe loading berth(s) and/or safe anchorage(s) in the Charterers' option, | 17 |
| always afloat, a full and complete cargo*/part cargo*/quantity* of (commodity) in bulk of | 18 |
| metric tons percent more or less, quantity at the Owners' option. | 19 |
| *Delete as appropriate. | 20 |
| 2. Notice and Loading Port Orders | 21 |
| The Master or the Owners shall give the Charterers or their Agents in writing at | 22 |
|(contact address) | 23 |
| 15 and 7 days notice of the Vessel's expected readiness to load date, and approximate quantity of cargo required with | 24 |
| the 15 days notice, such quantity to be based on a cargo of Heavy Grain, unless the cargo composition has been | 25 |
| declared or indicated. | 26 |
| The Charterers are to be kept continuously advised by telex/fax of any alteration in the Vessel's readiness to load date. | 27 |
| Master to apply to the contact address for first or sole loading port orders 6 days before Vessel's expected readiness to load | 28 |
| date but not sooner than 6 days before the laydays in Clause 4 and Charterers or their Agents are to give orders for first or sole | 29 |
| loading port within three days of receipt of Master's application. If the Charterers fail to give such first or sole loading port | 30 |
| orders within said three days then any time lost and/or additional bunkers used shall be for the Charterers' account. Orders for | 31 |
| the second or subsequent port of loading if used to be given to the Master not later than upon the Vessel's arrival at the first | 32 |
| loading port, unless already in the port of loading, in which case to be given to the Master not later than upon completion of | 33 |
| her previous employment or works. Master to give Charterers or their Agents 72 and 24 hours notice in writing of Vessel's | 34 |
| estimated time of arrival at the first or sole loading port together with the Vessel's estimated date of readiness to load. | 35 |
| In all instances the Vessel's expected date of readiness to load is based on all going well, unforeseen circumstances | 36 |
| always excepted. | 37 |
| 3. Vessel Inspection | 38 |
| The Vessel shall pass the inspections of the relevant Port, State or National Authority and/or Grain Inspection Bureau at the | 39 |
| first or sole port or place of loading, certifying the Vessel's readiness in all compartments to be loaded with the cargo covered | 40 |
| by this Charter Party. If the Vessel completes loading at a port in a different country than the first loading port, she shall pass | 41 |
| the inspections of such subsequent national and/or regulatory bodies as may be required. The cost of such inspections shall | 42 |
| be borne by the Owners and should the Vessel fail to pass inspections, the time from such failure until the Vessel has been | 43 |
| passed shall not count as laytime or time on demurrage. Unless the conditions of Clause 18(b) apply the Master's notice of | 44 |
| readiness at the first or sole loading port, shall be accompanied by the certificates issued in accordance with this Clause. | 45 |
| 4. Laydays/Cancelling | 46 |
| (a) Laydays for loading shall not commence before (time) on(date). | 47 |
| (b) Should the Vessel's notice of readiness not be validly tendered as per Clause 18 (Time Counting) before 1600 on | 48 |
| (date) the Charterers have the option of cancelling this Charter Party any time | 49 |
| thereafter, but not later than one hour after the tender of notice of readiness as per Clause 18 (Time Counting). | 50 |
| *(c) If, prior to tendering notice of readiness, the Vessel's cancelling date has already passed or the Vessel is ready to begin | 51 |
| her voyage to the loading port (whichever first occurs) and in the ordinary course of events would be unable to tender | 52 |
| notice before the cancelling date, the Owners having given a revised date of expected readiness to load, may require the | 53 |
| Charterers to declare whether they elect to cancel the Charter Party and the Charterers shall be given up to 48 running | 54 |
| hours to make this declaration. Should the Charterers elect not to cancel, the cancelling date shall be extended by three | 55 |
| running days, Sundays and holidays excluded, from the Vessel's revised date of expected readiness to load. This provision | 56 |
| shall be without prejudice to any claim the Charterers may have as to the Owners' possible misrepresentations of the | 57 |
| expected date of readiness to load and/or laydays/cancelling dates contained herein. | 58 |
| *Sub-clause 4(c) is optional and shall not apply unless agreed to by the parties and so indicated by marking the following | 59 |
| box <input type="checkbox"/> | 60 |

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| 5. Destination | 61 |
| On being so loaded, the Vessel shall proceed with all due despatch to the following port(s) | 62 |
|as ordered by the Charterers, and deliver the cargo, according to Bills | 63 |
| of Lading at | 64 |
| safe discharging berth(s) and/or | 64 |
| anchorage(s) in Charterers' option, the Vessel being always afloat on having been paid freight as per Clauses 8 (Freight) | 65 |
| and 9 (Freight Payment). | 66 |
| <i>Discharging Port Orders</i> | 67 |
| The Master shall apply in writing to | 68 |
| for first or | 68 |
| sole discharging port orders 96 hours before the Vessel is due off/at | 69 |
| and they are to give first or sole discharging port orders in writing within 48 hours of receipt of the Master's application | 70 |
| unless given earlier. If such first or sole discharging port orders are not given within said 48 hours then any time lost and/ | 71 |
| or additional bunkers used shall be for the Charterers' account. | 72 |
| The Charterers or their Agents shall give the Master/Owners orders for second and/or subsequent port(s) of discharge not | 73 |
| later than the Vessel's arrival at first port. | 74 |
| The Master/Owners shall give the Charterers or their Agents 48 and 24 hours notice in writing of the Vessel's estimated | 75 |
| time of arrival at first or sole discharging port. The Charterers or their Agents are to be kept continuously advised of any | 76 |
| alterations in such estimated time of arrival. | 77 |
| 6. Rotation of Ports | 78 |
| Rotation of loading ports is to be in Owners'*/Charterers'* option. | 79 |
| Rotation of discharging ports is to be in Owners'*/Charterers'* option, but if more than two (2) ports of discharge are used | 80 |
| rotation is to be geographic | 81 |
| to | 81 |
| <i>*Delete as appropriate.</i> | 82 |
| 7. Bills of Lading | 83 |
| The Master shall sign Bills of Lading as presented on the GRAINCONBILL Bill of Lading form, in accordance with mate's | 84 |
| receipts, without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master elects to delegate the | 85 |
| signing of Bills of Lading to the Vessel's agents he shall give them authority to do so in writing, copy of which is to be | 86 |
| furnished to the Charterers if so required. | 87 |
| 8. Freight | 88 |
| Freight shall be paid in US Dollars per ton of 1,000 Kilos. | 89 |
| Charterers shall bear all bank charges incurred in paying freight to the account stated in Clause 9. | 90 |
| The freight rate shall be USD | 91 |
| Charterers have the option of ordering the Vessel to load at | 92 |
| in which case the freight rate shall be USD | 93 |
| Charterers have the option of ordering the Vessel to discharge at | 94 |
| in which case the freight rate shall be USD | 95 |
| If more than one port of loading and/or discharging is used, the freight rate shall be increased by USD for | 96 |
| each additional loading and/or discharging port on the entire cargo. | 97 |
| 9. Freight Payment | 98 |
| Freight shall be deemed earned as cargo is loaded on board, without discount and non-returnable, Vessel and/or cargo | 99 |
| lost or not lost. | 100 |
| *(a) Freight shall be fully paid on release of signed Bills of Lading marked "freight payable as per Charter Party" at | 101 |
| (state place) | 102 |
| to the bank account | 103 |
| (state bank account details) on Bill of Lading weight. | 104 |
| If required by the Charterers, the Owners undertake to endorse Bills of Lading "freight paid" immediately upon receipt of | 105 |
| advice from the Owners' bank that freight has been paid. | 106 |
| Once the Bills of Lading have been signed, and the Charterers call for release of Original Bills of Lading against receipt of | 107 |
| freight, it will be incumbent upon the Owners or their Agents to comply immediately with such call for release during office | 108 |
| hours, Mondays to Fridays inclusive. | 109 |
| *(b) per cent. of freight shall be paid on Bills of Lading weight within banking days on release | 110 |
| of Bills of Lading marked "freight payable as per Charter Party" at | 111 |
| (state place) to the bank account | 112 |
| (state bank account details). | 113 |
| Balance of freight is to be paid upon right and true delivery of the cargo after receipt by Charterers of copies of relevant | 114 |
| Statements of Fact and Notices of Readiness along with settlement of demurrage/despatch accounts at loading/discharging | 115 |
| ports or within 30 days after completion of discharging, whichever is earlier. | 116 |
| <i>*Delete as appropriate.</i> | 117 |
| 10. Cost of Loading and Discharging | 118 |
| Cargo is to be loaded and spout trimmed to the Master's satisfaction in respect of seaworthiness, free of risk and expense | 119 |
| to the Vessel. Any manual or mechanical trimming over and above spout trimming required by the Vessel shall be for the | 120 |
| Owners' account. Cargo is to be discharged to the Master's satisfaction in respect of seaworthiness, free of risk and | 121 |
| expense to the Vessel. | 122 |

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| 11. Stevedores at Loading Port(s) and Discharging Port(s) | 123 |
| Stevedores (including crane-drivers/winch-men) at loading and discharging port(s) shall be appointed and paid for by the Charterers. | 124 |
| In all cases, stevedores shall be deemed to be the servants of the Owners*/Charterers* and shall work under the supervision of the Master. | 125 |
| <i>*Delete as appropriate.</i> | 126 |
| | 127 |
| | 128 |
| 12. Cargo Spaces | 129 |
| Cargo shall be loaded in unobstructed main holds only, unless the Owners require, solely for trim and stability purposes, cargo to be loaded into wing spaces, always provided the cargo can bleed into centre holds. Wing spaces are to be spout trimmed; any further trimming in wing spaces and any additional expenses in loading or discharging to be for the Owners' account and additional time so used is not to count as laytime or time on demurrage. | 130 |
| | 131 |
| | 132 |
| | 133 |
| 13. Overtime | 134 |
| (a) Expenses | 135 |
| (i) All overtime expenses at loading and discharging ports shall be for account of the party ordering same. | 136 |
| (ii) If overtime is ordered by port authorities or the operators of the loading and/or discharging terminal or facility, all overtime expenses are to be equally shared between the Owners and the Charterers. | 137 |
| (iii) Overtime expenses for the Vessel's officers and crew shall always be for the Owners' account. | 138 |
| (b) Time Counting | 139 |
| If overtime ordered by the Owners be worked during periods excepted from laytime the actual time used shall count; if ordered by the Charterers, the actual time used shall not count; if ordered by port authorities or the operators of the loading and/or discharging terminal or facility half the actual time used shall count. | 140 |
| | 141 |
| | 142 |
| | 143 |
| 14. Separations | 144 |
| *(a) The laying of cargo separations, including their removal from the Vessel and their proper disposal ashore, shall be for the Charterers' account and risk and all time used shall count as laytime or time on demurrage. Separations ordered by the Charterers shall be made to the Master's satisfaction and must comply with the requirements of the competent authorities. Any claims arising out of or in connection with the commingling and/or admixing and/or contamination of the cargoes shall be the Charterers' responsibility. | 145 |
| | 146 |
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| | 148 |
| | 149 |
| *(b) The laying of cargo separations required by the Owners shall be for the Owners' account and risk and time lost shall not count as laytime or time on demurrage. Any claims arising out of or in connection with the commingling and/or admixing and/or contamination of the cargoes shall be the Owners' responsibility. | 150 |
| | 151 |
| | 152 |
| <i>*Delete as appropriate.</i> | 153 |
| 15. Securing | 154 |
| *(a) For the Owners' account | 155 |
| Any securing required for safe trim/stowage to be supplied by and paid for by the Owners, and time so used shall not count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) shall be at the Owners' expense, and time actually lost shall not count. | 156 |
| | 157 |
| | 158 |
| *(b) For the Charterers' account | 159 |
| Any securing required for safe trim/stowage to be supplied by and paid for by the Charterers, and time so used shall count as laytime or time on demurrage. Bleeding of bags, if any, at discharge port(s) shall be at the Charterers' expense, and time actually lost shall count. | 160 |
| | 161 |
| | 162 |
| <i>*Delete as appropriate.</i> | 163 |
| 16. Fumigation | 164 |
| If after loading has commenced, and at any time thereafter until completion of discharge, the cargo is required to be fumigated in the Vessel's holds, the Owners are to permit same to take place at the Charterers' risk and expense. If local authorities require the crew to be accommodated ashore as a result of fumigation, all associated expenses shall be for the Charterers' account. | 165 |
| | 166 |
| | 167 |
| | 168 |
| The Charterers warrant that the fumigants used will not expose the Vessel's personnel to any known health hazards, and will comply with current IMO regulations. | 169 |
| | 170 |
| Time lost to the Vessel shall count as laytime or time on demurrage. | 171 |
| 17. Opening/Closing Hatches | 172 |
| At each loading and discharging port, the first opening and last closing of hatches shall be performed by the crew, provided shore regulations permit, otherwise shore labour shall be employed at Charterers' risk and expense. Cost of all other opening and closing of hatches shall be for the Charterers' account. | 173 |
| | 174 |
| | 175 |
| 18. Time Counting | 176 |
| (a) Notice of Readiness | 177 |
| Notification of the Vessel's readiness to load and discharge at the first or sole loading and discharging port shall be tendered in writing at the office of Charterers or their Agents between 0900 and 1700 on all days except Sundays (or the local equivalent) and holidays, and between 0900 and 1200 on Saturdays (or the local equivalent). Such notice of readiness shall be tendered when the Vessel is in the loading or discharging berth, if vacant, failing which from a lay-by berth or customary anchorage or waiting place within limits of the port, or otherwise as provided in Clause 18 (b) hereunder. | 178 |
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| (b) <i>Waiting for Berth Outside Port Limits</i> | 183 |
| If the Vessel is prevented from entering the limits of the loading/discharging port(s) because the first or sole loading/ | 184 |
| discharging berth or a lay-by berth or anchorage or waiting place is not available within the port limits, or as a result of | 185 |
| waiting for the Charterers' orders, or pursuant to the orders of the Charterers or any competent official body or authority, | 186 |
| and the Master warrants that the Vessel is physically ready in all respects to load or discharge, he may tender Vessel's | 187 |
| notice of readiness in writing from the customary anchorage or waiting place outside the limits of the port, whether in free | 188 |
| pratique or not, whether customs cleared or not. If after entering the limits of the loading port, the Vessel fails to pass | 189 |
| inspections as per Clause 3 any time so lost shall not count as laytime or time on demurrage from the time the Vessel fails | 190 |
| inspections until she is passed. | 191 |
| (c) <i>Commencement of Laytime</i> | 192 |
| Following receipt of notice of readiness laytime will commence at 0800 on the next day not excepted from laytime. Time | 193 |
| actually used before commencement of laytime shall count. | 194 |
| Regardless of whether a valid notice of readiness has been tendered laytime or time on demurrage shall begin at 0800 on | 195 |
| the next day not excepted from laytime following the commencement of loading or discharging of the cargo. | 196 |
| (d) <i>Subsequent Ports</i> | 197 |
| At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from | 198 |
| the Vessel's arrival within the limits of the port or as provided in Clause 18 (b) if applicable. | 199 |
| 19. Laytime | 200 |
| * (a) <i>Total laytime for loading and discharging</i> | 201 |
| The Vessel shall be loaded and discharged within working days of twenty-four (24) consecutive hours each, | 202 |
| weather permitting, Sundays (or the local equivalent) and holidays excepted, unless used, in which event time used shall | 203 |
| count. | 204 |
| * (b) <i>Separate laytime for loading and discharging</i> | 205 |
| (i) The Vessel shall be loaded at the average rate of metric tons per day*/within working days of | 206 |
| twenty-four (24) consecutive hours each*, weather permitting, Sundays (or the local equivalent) and holidays excepted, | 207 |
| unless used, in which event time used shall count. | 208 |
| (ii) The Vessel shall be discharged at the average rate of metric tons per working day of twenty-four (24) | 209 |
| consecutive hours, calculated on the basis of the Bill of Lading weight, weather permitting, Sundays (or the local | 210 |
| equivalent) and holidays excepted, unless used, in which event time used shall count. | 211 |
| (c) Notwithstanding any custom of the port to the contrary, Saturdays (or the local equivalent) shall not count as laytime at | 212 |
| loading and discharging port or ports where stevedoring labour and/or grain handling facilities are unavailable on Saturdays | 213 |
| (or the local equivalent) or available only at overtime and/or premium rates. | 214 |
| In ports where only part of Saturdays (or the local equivalent) is affected by such conditions, as described above, laytime | 215 |
| shall count until the expiration of the last straight time period. Where six or more hours of work are performed at normal | 216 |
| rates, Saturday (or the local equivalent) shall count as a full layday. | 217 |
| (d) In the event that the Vessel is waiting for a loading or discharging berth, no time is to be deducted during such period | 218 |
| for reasons of weather unless the vessel occupying the loading or discharging berth in question is actually prevented from | 219 |
| working due to weather conditions in which case time so lost is not to count. | 220 |
| *Delete as appropriate. | 221 |
| 20. Demurrage/Despatch | 222 |
| On expiry of laytime, demurrage at loading and/or discharging ports is to be paid at the rate of per day | 223 |
| or pro rata for part of a day and shall be paid by the Charterers. Despatch shall be paid by the Owners at half the | 224 |
| demurrage rate for all laytime saved at loading and/or discharging ports. | 225 |
| Any time lost for which the Owners are not responsible, shall count as laytime, until same has expired, thereafter as time | 226 |
| on demurrage. | 227 |
| 21. Shifting | 228 |
| (a) <i>Shifting expenses and time</i> | 229 |
| (i) The cost of shifting between loading berths and the cost of shifting between discharging berths and/or anchorages, | 230 |
| including bunker fuel used, shall be for the Owners'*/Charterers'* account. Laytime or time on demurrage used in | 231 |
| shifting shall count. | 232 |
| (ii) If the Vessel is required to shift from one loading or discharging berth and/or anchorage to a lay-by berth or anchorage | 233 |
| due to subsequent loading or discharging berth(s) not being available, all such shifting expenses, as defined above | 234 |
| shall be for the Owners'*/Charterers'* account. Laytime or time on demurrage used in shifting shall count. | 235 |
| (iii) If the Vessel shifts from the anchorage or waiting place outside the port limits either directly to the first loading or | 236 |
| discharging berth and/or anchorage or to a lay-by berth or anchorage within the port limits, the cost of that shifting | 237 |
| shall be for the Owners' account and time so used shall not count even if the Vessel is on demurrage. | 238 |
| (iv) The cost of shifting from lay-by berth or anchorage within the port limits to first loading or first discharging berth and/ | 239 |
| or anchorage shall be for the Owners' account, and time so used shall count as laytime or time on demurrage. | 240 |
| (v) Warping, if required, to facilitate loading and discharging operations shall be performed by crew, provided shore | 241 |
| labour permits, at the Owners' expense, otherwise shore labour to be used at the Charterers' expense. Laytime or | 242 |
| time on demurrage used in warping shall count, but not to be considered as shifting. | 243 |
| (b) <i>Shifting in and out of the same berth</i> | 244 |
| Unless required by the Owners, should the Vessel be ordered to shift out of the loading berth and/or anchorage or the | 245 |
| discharging berth and/or anchorage and back to the same berth, one berth shall be deemed to have been used. All | 246 |
| shifting expenses incurred shall be for the account of the Charterers and time used in shifting shall count as laytime or | 247 |

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time on demurrage. In the event such shifting was caused by any act, neglect, default or omission on the part of the Vessel or her Owners the shifting expenses shall be for the Owners' account. Time used shall not count as laytime but it shall count as time on demurrage.
(c) Overtime expenses for the Vessel's officers and crew shall always be for the Owners' account.
**Delete as appropriate.*

22. Gear and Lights

If required, the Master shall give free use of the Vessel's cargo gear, including runners, ropes and slings as on board, and power to operate the same.
Unless caused by stevedores' negligence, time lost by breakdown of the Vessel's cargo handling gear or motive power essential to the loading or discharging of this cargo – pro rata to the total number of cranes/winches available for the loading/discharging of cargo under this Charter Party – shall not count as laytime or time on demurrage. Any stevedore standby time charges incurred as a consequence thereof shall be for Owners' account.
If required by the Charterers or in Owners' option, shore equipment may be hired in lieu of faulty cargo handling gear or motive power, the cost of which to be for the Owners' account, but in such case time to count as laytime or time on demurrage.
If required, the Master shall give free use of the Vessel's lighting as on board for night work.

23. Seaworthy Condition

If loaded or discharged at two or more berths and/or anchorages and/or ports, the Vessel shall at the Charterers' expense be left in seaworthy condition, to the Master's satisfaction (not exceeding the requirements of the Safety of Life at Sea Convention) for the passage between such berths and/or ports, and time used for placing the Vessel in seaworthy condition shall count as laytime or time on demurrage.

24. Draft/Lighterage

The Owners warrant that the Vessel's deepest Salt Water*/Brackish Water*/Fresh Water* draft on completion of loading shall not exceed metres and metres at first or sole discharging port.
Should the Vessel be ordered to discharge at a place where there is insufficient water for the Vessel to get the first tide after arrival without lightening and lie always afloat at a safe anchorage for similar vessels bound for such a place, time shall count as per Clause 18 and any lighterage expenses incurred to enable the Vessel to reach the place of discharge shall be at the expense and risk of the Charterers, notwithstanding any custom of the port or place to the contrary, but time used actually proceeding from the anchorage to the discharging berth shall not count as laytime or time on demurrage.
Unless loading and/or discharging ports are named in this Charter Party, the Charterers shall be responsible for providing a safe port/safe berths/safe anchorage of loading and/or discharging, the Owners having complied with the maximum draft limitations in accordance with lines 270/271. In all instances the Charterers shall be responsible for providing a safe berth or anchorage for loading and discharging.
**Delete as appropriate.*

25. Port Costs and/or Taxes

(a) The Owners shall pay all port costs, dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.
(b) The Charterers shall pay all port costs, dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.
(c) Taxes levied on the freight, if applicable, shall be for the Owners' account.

26. Certificates

The Vessel shall have valid certificates evidencing compliance with all safety-, health-, environmental- and other statutory rules, regulations and internationally recognised requirements as are necessary to ensure safe and unhindered loading, performance of the voyage and discharge of the cargo.
Any time lost on account of the Vessel's non-compliance with Government and/or State regulations shall not count as laytime or time on demurrage.

27. Agents

The Owners*/Charterers* shall nominate agents at loading port(s) and the Owners*/Charterers* shall nominate agents at discharging port(s).
The Owners shall appoint agents as nominated above. In all instances, agency fees shall be for the Owners' account but shall not exceed customary applicable fees.
**Delete as appropriate.*

28. Strikes, Stoppages, etc.

If the cargo cannot be loaded or discharged by reason of riots, civil commotions or of a strike or lock-out of any class of workmen essential to the loading or discharging of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by riots, civil commotions or a strike or lock-out on the railway or in the docks or other loading or discharging places, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that a strike or lock-out of shippers' and/or receivers' men shall not interrupt laytime if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the strike or lock-out. In case of any delay by reason of the before mentioned causes, no claim for damages or demurrage shall be made by the Charterers or the Owners of the Vessel. For the purpose, however, of settling despatch rebate

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| accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading, or discharging, as the case may be. | 309 310 |
| 29. Ice | 311 |
| The Vessel shall not be obliged to force ice but, subject to the Owners' approval and having due regard to its size, construction and class, may follow ice-breakers when reasonably required. | 312 313 |
| <i>Port of Loading</i> | 314 |
| (a) 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. | 315 316 317 |
| If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the Charter Party 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. | 318 319 320 321 |
| (b) 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 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. | 322 323 324 325 326 327 |
| <i>Port of Discharge</i> | 328 |
| (a) 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. | 329 330 331 332 |
| If the Charterers fail to make such declaration within 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. | 333 334 335 |
| (b) 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 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. | 336 337 338 339 340 341 |
| (c) On delivery of the cargo other than at the port(s) named in the Charter Party, 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 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately. | 342 343 344 345 |
| 30. Extra Insurance | 346 |
| Any extra insurance on cargo actually paid by the Charterers owing to Vessel's age, class or flag shall be for the Owners' account up to a maximum of but the rates and terms shall not exceed the minimum quoted in the current advisory schedules of basic additional premiums payable as a result of any of the above reasons for shipments by vessels held covered in London in the Institute Classification Clause. Any such premium may be deducted from the freight. The Charterers shall provide evidence of payment supporting such deduction. | 347 348 349 350 351 |
| 31. P&I Bunker Clause | 352 |
| The Vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charter Party and may there take oil bunkers in any quantity in the discretion of the Owners even to the full capacity of bunker tanks and deep tanks and any other compartment in which oil can be carried whether such amount is or is not required for the chartered voyage. | 353 354 355 356 357 358 |
| 32. Deviation | 359 |
| Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed an infringement or breach of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom. | 360 361 |
| 33. Lien and Cesser | 362 |
| The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo for freight, deadfreight, demurrage, general average contributions and for all other amounts due under this Charter Party including costs of recovering same. | 363 364 365 |
| The Charterers' liability under this Charter Party is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage, and except for all other matters provided for in this Charter Party where the Charterers' responsibility is specified. | 366 367 368 |
| 34. General Clause Paramount | 369 |
| The International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 24 | 370 |

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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 Charter Party. 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 Charter Party 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 Charter Party. The Owner 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.

35. Mutual Exceptions

Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, arrest or restraint of princes, rulers and peoples or any other events whatsoever which cannot be avoided or guarded against.

36. Both-to-Blame Collision Clause

If the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:
"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 goods carried hereunder will indemnify the Owners against all loss or liability to the other 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 the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods 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 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 to a collision or contact."
The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

37. General Average/New Jason Clause

General Average shall be adjusted according to the York/Antwerp Rules 1994 and any subsequent modification thereof and shall be settled in Where the adjustment is made 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 commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for the consequences 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."
The Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

38. War Risks ("Voywar 1993")

(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 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.
(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 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.

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(c) 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 or to 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 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, 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 route.

(e) 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 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;
 - (ii) 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;
 - (iii) 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;
 - (iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
 - (v) 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;
 - (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.
- (f) If in compliance with any of the provisions of sub-clauses (b) to (e) 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. Address Commission

An address commission of per cent. on gross freight, deadfreight and demurrage is due to Charterers at the time freight and/or demurrage is paid, Vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.

40. Brokerage

A brokerage of per cent. on gross freight, deadfreight, and demurrage is payable by the Owners to (broker(s) name) at the time of receiving freight payment and/or demurrage payment(s), Vessel lost or not lost. In case of non-execution, one third of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.

41. Notices

- (a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.
- (b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.

42. Dispute Resolution Clause

*(a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party 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.

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The reference shall be to three 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 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 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 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 US\$50,000 (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 Charter Party 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 Charter Party shall be referred to three 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, judgement 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 US\$50,000 (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. current at the time when the arbitration proceedings are commenced.

*(c) This Charter Party 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 Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(d) Notwithstanding 42(a), 42(b) or 42(c) 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 Charter Party.

In the case of a dispute in respect of which arbitration has been commenced under 42(a), 42(b) or 42(c) above, the following shall apply:-

- (i) Either 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 of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
- (ii) The other party shall thereupon within 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 14 calendar days, failing which on the application of either party 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 does 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 to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either party 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.
- (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.)

** Sub-clauses 42(a), 42(b) and 42(c) are alternatives; delete as appropriate, failing which sub-clause 42(a) shall apply. Sub-clause 42(d) shall apply in all cases.*

.....
Signature (Owners)

.....
Signature (Charterers)

OSNOVNA

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BIMCO

FERTICON 2007

FERTILISER VOYAGE CHARTER PARTY

PART I

| | |
|--|--|
| 1. Shipbroker | 2. Place and Date |
| 3. Owners / Disponent owners / Place of business (Cl. 1) | 4. Charterers / Place of business (Cl. 1) |
| 5. Vessel (Cl. 1) | 6. GT / NT (Cl. 1) |
| 7. DWT (all told on summer load line in metric tons (about)) (Cl. 1) | 8. Present position (Cl. 1) |
| 9. Loading port(s) or place(s) (Cl. 1, 2 and 15) | 10. Discharging port(s) or place(s) and maximum permissible draft (m) (Cl. 1, 2, 15 and 18) |
| 11. Cargo (also state quantity and margin in Owners' option, if agreed) (Cl. 1) | 12. Advance Notices (Cl. 2) State number of days notice of: (i) ETA Loading port(s) or place(s): (ii) Definite date of arrival: (iii) Declaration of cargo quantity & stowage plan: (iv) ETA Discharging port(s) or place(s): |
| 13. Freight (Cl. 3) (i) Freight rate and currency: (ii) When payable: (state Sub-clause 3(a) or (b)) (iii) Beneficiary and bank account: | 14. Freight payable on shipment (Cl. 3(a)) (applies unless "3(b)" is stated in Box 13) (i) Percentage of freight payable: (ii) No. of banking days for payment: (iii) No. of days for payment of balance of freight/demurrage/despatch: |
| | 15. Freight payable on arrival (Cl. 3(b)) (only applies if "3(b)" stated in Box 13) (i) Percentage of freight payable on arrival: (ii) No. of days for payment of balance of freight/demurrage/despatch: |
| 16. Type and capacity of vessel's cargo handling gear (Cl 5(c)): | 19. Notice of readiness (Cl. 9) (indicate whether Cl. 9(a) (SHINC) or (b) (SHEX) applies for loading and whether Cl. 9(c) (SHINC) or (d) (SHEX) applies for discharging. If left blank, Cl. 9(a) and (c) will apply) (i) Loading (✓ tick applicable box) SHINC (state times if not ATDN): <input type="checkbox"/> 9 (a) SHEX: <input type="checkbox"/> 9 (b) (ii) Discharging (✓ tick applicable box) SHINC (state times if not ATDN): <input type="checkbox"/> 9 (c) SHEX: <input type="checkbox"/> 9 (d) |
| 17. Laydays / Cancelling (Cl. 8) | |
| 18. Notice of Readiness to be tendered to: (Cl 9) (i) Loading: (ii) Discharging: | |

Explanatory Notes for this FERTICON 2007 Charter Party are available from BIMCO at www.bimco.org

continued

FERTICON 2007
Fertiliser Voyage Charter Party

PART I

(continued)

| | | | | |
|--|--|-----------------------------|---|--|
| <p>20. Laytime (if separate laytime for loading and discharging is agreed, fill in (a) and (b). If total laytime for loading and discharging, fill in (c) only) (Cl. 5) Provide for following options: SHINC/SHEx and tons/day or running days/hours</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; padding: 5px;">(a) Laytime for loading</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 5px;">(b) Laytime for discharging</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 5px;">(c) Total laytime for loading and discharging</td> </tr> </table> | (a) Laytime for loading | (b) Laytime for discharging | (c) Total laytime for loading and discharging | <p>21. Commencement of Laytime (Cl. 10)</p> <p>(i) Loading port - 6 hours after tendering NOR to apply unless otherwise stated.</p> <p>(ii) Discharging port - 24 hours after tendering NOR to apply unless otherwise stated.</p> |
| (a) Laytime for loading | | | | |
| (b) Laytime for discharging | | | | |
| (c) Total laytime for loading and discharging | | | | |
| <p>22. Demurrage (Cl. 11) (state rate per day)</p> <p>Despatch rate: one half the demurrage rate unless otherwise stated</p> | <p>23. General Average to be adjusted at (Cl. 26(c)) (state place if other than London)</p> | | | |
| <p>24. Freight tax (state for which party's account) (Cl. 22(c))</p> | <p>25. Commission (Cl. 24)</p> <p>(i) Address commission and to whom payable</p> <p>(ii) Brokerage commission and to whom payable</p> | | | |
| <p>26. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed also state Place of Arbitration) (if not filled in 30(a) shall apply)</p> | <p>27. Agents (Cl. 23)</p> <p>(i) Loading</p> <p>(ii) Discharging</p> | | | |
| <p>28. Numbers of additional clauses covering special provisions, if agreed</p> | | | | |

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

| | |
|----------------------------------|--------------------------------------|
| <p>Signature (Owners)</p> | <p>Signature (Charterers)</p> |
|----------------------------------|--------------------------------------|

PART II
FERTICON 2007 - Fertiliser Voyage Charter Party

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PART II
FERTICON 2007 - Fertiliser Voyage Charter Party

1. Preamble

It is agreed between the party stated in **Box 3** as owners/disponent owners (the "Owners") of the vessel named in **Box 5** ("the Vessel"), of the GT/NT indicated in **Box 6** and of deadweight capacity all told on summer loadline stated in **Box 7**, now in position as stated in **Box 8** and the party stated in **Box 4** as charterers ("the Charterers") that:

The Vessel shall, as soon as its prior commitments have been completed, proceed to the loading port(s) or place(s) stated in **Box 9** (the "Loading Port") or so near thereto as it may safely get and lie, always afloat or safely aground and there load a full and complete cargo as stated in **Box 11**, which the Charterers bind themselves to ship. Being so loaded the Vessel shall proceed with due dispatch to the discharging port(s) or place(s) stated in **Box 10** (the "Discharging Port") as ordered on signing Bills of Lading, or so near thereto as it may safely get and lie, always afloat or safely aground, and there deliver the cargo.

2. Advance Notices

(a) Loading

The Owners shall give the Charterers and/or their nominees and/or their agents at the Loading Port the following notices and information:

- (i) the number of days' notice of Estimated Time of Arrival ("ETA") as stated in **Box 12(i)**;
- (ii) 7 days' notice of ETA together with approximate quantity of cargo required;
- (iii) the number of days' notice of definite date of arrival as stated in **Box 12(ii)**; and
- (iv) the Master shall declare the quantity of cargo and a stowage plan as soon as practically possible but no later than the number of days stated in **Box 12(iii)** prior to the arrival at the Loading Port.

(b) Discharge

The Owners/Master shall give the Charterers and/or their nominees and/or their agents at the Discharging Port the following notices and information:

- (i) Upon sailing from the sole or final Loading Port, the name of the Vessel, the name of the Loading Port, the quantity and description of the cargo loaded, the stowage plan and ETA, weather permitting, at the first port or place stated in **Box 10**;
- (ii) other notices of ETA stated in **Box 12(iv)**.

3. Freight

Freight at the rate and in the currency stated in **Box 13(i)** shall be calculated on the quantity of cargo stated on the Bill of Lading.

(a) On Shipment. The percentage of freight stated in **Box 14(i)** shall be paid to the beneficiary in the account and in the currency stated in **Box 13** within the number of banking days stated in **Box 14(ii)** after releasing Bills of Lading marked "freight payable as per Charter Party", but in any event always before breaking bulk. The balance of the freight together with loading/discharging port demurrage, if any, or less despatch, if any, is payable by the Charterers within the number of days stated in **Box 14(iii)** counting from the date of submission of the Owners' final freight account in writing, in accordance with the provisions of Clause 31 herein.

Freight shall be deemed earned in full on shipment 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 full freight has actually been paid.

(b) On Arrival. The percentage of freight stated in **Box 15(i)** shall be paid to the beneficiary in the account and in the currency stated in **Box 13** on arrival at or off the first Discharging Port. The balance of the freight together with loading/discharging port demurrage, if any, or less despatch, if any, is payable by the Charterers within the number of days stated in **Box 15(ii)** counting from the date of submission of the Owners' final freight account in writing, in accordance with the provisions of Clause 31 herein.

Full freight shall be deemed earned on arrival of the Vessel and the cargo at or off the first or sole Discharging Port.

(c) The final freight account shall include the Owners' invoice for demurrage, if any, and/or credit for despatch, if any, and shall be accompanied, in support thereof, (i) by the Notices of Readiness tendered at the Loading Port and Discharging Port, (ii) the Statement of Facts prepared by the agents at the Loading

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| Port and Discharging Port, duly countersigned by the shippers/receivers or their nominees and (iii) laytime statements prepared by the Owners for the Loading Port and Discharging Port. | 50 51 |
| Sub-clauses (a) and (b) are alternatives. Indicate alternative agreed in Box 13(ii) . If no indication is made, Sub-clause (a) shall apply. | 52 53 |
| 4. Cleanliness of Vessel | 54 |
| At Loading Port before tendering Notice of Readiness, the Owners and the Master shall ensure that the Vessel's holds are clean swept and dry, free of all loose rust scale and residues of previous cargoes, and in all respects suitable to load the intended cargo. | 55 56 57 |
| If, after tendering Notice of Readiness, the Vessel is nevertheless found by the Charterers' Surveyor not to be suitable for loading the intended cargo, the holds shall be further cleaned and dried at the Owners' expense and laytime or time on demurrage, as the case may be, shall cease to count from the time the Vessel is rejected until it is passed suitable for loading. | 58 59 60 61 |
| If, in the Owners' opinion, acceptance of the Vessel's holds has been unreasonably withheld, either initially or after additional cleaning, the parties shall, within twelve (12) running hours, jointly appoint an Independent Surveyor to re-inspect the holds and whose decision on the suitability of the holds for loading shall be final. | 62 63 64 |
| (a) If the Independent Surveyor determines that the holds are unsuitable for loading, his fees and expenses shall be borne by the Owners. | 65 66 |
| (b) If the Independent Surveyor determines that the holds are suitable for loading, his fees and expenses shall be borne by the Charterers. | 67 68 |
| (c) Time shall continue to count either in accordance with the initial Notice of Readiness or, if additional cleaning was performed, from the time of acceptance of the holds by the Independent Surveyor. | 69 70 |
| 5. Loading/Discharging | 71 |
| (a) <i>Costs/Risks</i> | 72 |
| (i) <i>Bulk Cargo</i> | 73 |
| The cargo shall be brought into the holds, loaded, stowed, spout-trimmed and taken from the holds and discharged by the Charterers in their time at the average rates per day of twenty-four (24) consecutive hours stated in Box 20(a) and Box 20(b) or within the total days of twenty-four (24) consecutive hours stated in Box 20(c) , free of any risk, liability and expense whatsoever to the Owners. Additional trimming, if required, shall be for the Owners' account. | 74 75 76 77 78 |
| (ii) <i>Bagged Cargo</i> | 79 |
| The cargo shall be brought into the holds, loaded, tallied, stowed, lashed and/or secured and taken from the holds and discharged by the Charterers in their time at the average rates per day of twenty-four (24) consecutive hours stated in Box 20(a) and Box 20(b) or within the total days of twenty-four (24) consecutive hours stated in Box 20(c) , free of any risk, liability and expense whatsoever to the Owners. | 80 81 82 83 |
| The Charterers shall provide and lay all dunnage material and/or Kraft paper and/or other suitable substitute material as required for the proper stowage and protection of the cargo on board; the Owners to allow the use of any dunnage available on board. The Charterers shall be responsible for and pay the cost of the removal and disposal of the dunnage, lashings and other protective materials after discharge of the cargo and time to count without interruption until the dunnage, lashings and protective materials have been removed. | 84 85 86 87 88 |
| (b) <i>Cargo Segregation</i> | 89 |
| Different cargo commodities/qualities shall be loaded only within the natural segregation of the Vessel's holds. | 90 91 |
| (c) <i>Cargo Handling Gear</i> | 92 |
| Unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 16 , the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear but never exceeding their ordinary capacity, also lights for night work, as on board. All such equipment shall be in good working order. The Vessel shall have on board a Test Certificate covering the Vessel's gear in accordance with the International Dock Safety Convention, valid for the duration of this Charter Party. | 93 94 95 96 97 98 |

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Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winches required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage. The Owners shall have the option to hire shore cargo handling equipment of similar or better capacity in lieu thereof at their risk, responsibility and expense, in which case laytime or time on demurrage shall not be affected for the time such cargo handling equipment is made available by the Owners.

The Charterers shall provide and pay for shore labour to operate the Vessel's cargo handling gear at their risk and under their responsibility. Stevedores shall be deemed servants of the Charterers but shall always work under the supervision of the Master. Where the Vessel's cargo handling gear is to be used, the Owners shall have the option to provide cranemen/winchemen to operate the Vessel's cargo handling gear, provided local regulations permit.

6. Draft Survey and Tallying

(a) *Bulk Cargo* - The weight of bulk cargo taken on board shall be determined for bill of lading purposes by draft survey at the Loading Port.

(b) *Bagged Cargo* - At each Loading Port the Charterers shall appoint and pay for independent tallymen to act jointly on behalf of the Owners and the Charterers. Such joint tally shall be binding on both parties provided that such tally is kept throughout the loading process.

At each Discharging Port a declaration by the Master or Chief Officer that all bagged cargo consigned to that port has been discharged shall be conclusive evidence of that fact, unless the receivers, before the commencement of the discharge, notify the Master in writing of their intention to tally the cargo, and provided such tally is in fact taken at the Vessel's hatchways.

7. Stevedore Damage

(a) The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores at both ends. Such damage, as soon as apparent, shall be notified immediately by the Master to the Charterers or their port agents and to their Stevedores. The Owners/Master shall endeavour to obtain the Stevedores' written acknowledgment of the damage caused.

(b) Stevedore damage affecting seaworthiness or the proper working of the Vessel and/or her equipment shall be repaired without delay before the Vessel sails from the port where such damage was caused or discovered and shall be paid for by the Charterers. Other repairs shall be effected before the completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties. The cost of all such repairs shall also be for the Charterers' account and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at a rate equivalent to the demurrage rate.

8. Laydays/Cancelling Date

(a) Laydays shall not commence before the date stated in **Box 17**, save in accordance with Clause 10 (Laytime).

(b) Should the Vessel not have tendered Notice of Readiness to load in accordance with Clause 9 (Notice of Readiness), by the cancelling date agreed in **Box 17**, the Charterers shall have the option of cancelling this Charter Party.

(c) Should 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 probable 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.

(d) The Charterers' option shall be declared within two (2) working days of receipt of such notification. If the Charterers do not then exercise their option of cancelling, the second day after the new date of readiness indicated in the Owners' notification shall be regarded as the new cancelling date.

9. Notice of Readiness

Loading Ports

(a) *Notice of Readiness shall be tendered at the first or sole Loading Port and shall be delivered to the Charterers or their agents stated in **Box 18(i)** at any time of the day or night (ATDN), unless otherwise agreed and stated in **Box 19(i)**, Sundays (or local equivalent) and holidays included ("SHINC" option).

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| (b) *Notice of Readiness shall be tendered at first or sole Loading Port and shall be delivered to the Charterers or their agents stated in Box 18(i) during local office hours, Sundays (or local equivalent) and holidays excluded ("SHEX" option). | 149 150 151 |
| <i>Discharging Ports</i> | 152 |
| (c) *Notice of Readiness shall be tendered at the first or sole Discharging Port and shall be delivered to the Charterers or their agents stated in Box 18(ii) at any time of the day or night (ATDN), unless otherwise agreed and stated in Box 19(ii), Sundays (or local equivalent) and holidays included ("SHINC" option). | 153 154 155 |
| (d) *Notice of Readiness shall be tendered at the first or sole Discharging Port and shall be delivered to the Charterers or their agents stated in Box 18(ii) during local office hours, Sundays (or local equivalent) and holidays excluded ("SHEX" option). | 156 157 158 |
| In all instances the Notice of Readiness shall be tendered once the Vessel is within the commercial area of the port. If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give Notice of Readiness on arrival at the customary waiting area, whether in free pratique or not, whether customs cleared or not. | 159 160 161 162 |
| * Indicate choice of (a) or (b) for loading ports and (c) or (d) for discharging ports as agreed in Box 19 . If no alternatives are stated in Box 19 then sub-clauses (a) and (c) shall apply. | 163 164 |
| 10. Laytime | 165 |
| (a) In the event the Charterers agree in writing to load prior to the commencement of laydays, half time actually used before the commencement of laydays shall be counted as laytime. | 166 167 |
| (b) Laytime at the first or sole Loading Port shall commence six (6) hours after tendering Notice of Readiness unless otherwise provided in Box 21(i) . | 168 169 |
| (c) Laytime at the first or sole Discharging Port shall commence twenty-four (24) hours after tendering Notice of Readiness unless otherwise provided in Box 21(ii) . | 170 171 |
| Laytime or time on demurrage at second or subsequent Loading/Discharging Ports shall commence on arrival at the port or as near thereto as the Vessel can safely get. | 172 173 |
| (d) At Loading and Discharging Ports actual time used before commencement of laytime and during excepted periods subject to Clause 20 (Overtime) herein shall count. | 174 175 |
| (e) Laytime shall not count when the loading or discharging of cargo into or from the Vessel is actually prevented by weather conditions including surf days officially declared by a Port Authority. | 176 177 |
| (f) Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime. | 178 |
| 11. Demurrage/Despatch | 179 |
| If the Vessel is detained longer than the time allowed for loading and/or discharging, demurrage shall be paid by the Charterers to the Owners at the rate stated in Box 22 per day or pro rata for any part of a day. | 180 181 |
| The Owners shall pay the Charterers despatch money at, unless otherwise stated in Box 22 , one half the demurrage rate daily or pro rata on working time saved both ends. | 182 183 |
| 12. Undue Delay | 184 |
| If the Vessel has been on demurrage for fifteen (15) days or more and no cargo has been loaded, the Owners shall have the option of cancelling this Charter Party. No claim which the Owners may otherwise have against the Charterers shall be prejudiced by the Owners exercising their option of cancelling. | 185 186 187 |
| 13. Lien | 188 |
| The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party and all costs of recovering same, including legal fees. | 189 190 191 |
| 14. Bills of Lading | 192 |
| Bills of Lading shall be issued in accordance with Mate's Receipts and signed by the Master as per the | 193 |

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| FERTICONBILL 2007 Bill of Lading, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by the Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from signing bills of lading other than the FERTICONBILL 2007 to the extent that the printed terms of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party. | 194 195 196 197 198 199 |
| 15. Shifting | 200 |
| If Box 9 and/or Box 10 provide for the use of more than one berth/place, the cost of shifting to such specified second or subsequent berth/place, including fuel, to be for the Owners' account and the time used to count as laytime or time on demurrage. In the event subsequent berth(s)/place(s) are required by the Charterers, all costs, including fuel, to be for the Charterers' account and the time used to count as laytime or time on demurrage. | 201 202 203 204 205 |
| 16. Warping | 206 |
| To facilitate the loading or discharging operation, the Vessel may be moved alongside the loading/discharging berth as reasonably required at Owners' risk and expense, but time so used shall count as laytime or time on demurrage. Linesmen, if required, shall always be for the Charterers' account. | 207 208 209 |
| 17. Seaworthy Trim | 210 |
| The Charterers shall leave the Vessel in seaworthy trim and with cargo on board safely stowed to the Master's satisfaction between loading berths/ports and between discharging berths/ports, respectively; any expense resulting therefrom shall be for the Charterers' account and any time used shall count as laytime or time on demurrage. | 211 212 213 |
| 18. Lighterage | 214 |
| (a) Should orders be given to discharge at a place where, despite the Vessel being compliant with the draft stated in Box 10 , there is insufficient water for the Vessel to reach it, laytime shall count in accordance with Clauses 9 (Notice of Readiness) and 10 (Laytime) upon arrival at a safe anchorage or lightening place, any custom of the port notwithstanding. Any lighterage operations shall be conducted by the Charterers in their time and at their risk and expense to enable the Vessel to reach the place of discharge. Time spent in proceeding from the lightening place to the discharging berth or place shall count as laytime or time on demurrage. | 215 216 217 218 219 220 |
| (b) Should the Vessel arrive at the Discharging Port with a draft in excess of that stated in Box 10 , any lighterage expenses incurred to reduce the draft to that stated in Box 10 before Notice of Readiness can be tendered shall be for the Owners' account. Lighterage operations shall be conducted by the Charterers in the Owners' time and at their risk and expense. Unless the draft available at the Discharging Port is less than that stated in Box 10 time spent in proceeding from the lightening place to the discharging berth or place shall not count as laytime or time on demurrage. | 221 222 223 224 225 226 |
| (c) Delivery of the cargo over side into lighters shall constitute right and true delivery. | 227 |
| 19. Liberty | 228 |
| The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call for bunkers at any port or place, whether or not on or off the customary route or contracted voyage, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever. | 229 230 231 |
| 20. Overtime | 232 |
| (a) <i>Expenses</i> | 233 |
| (i) All overtime expenses at the Loading and Discharging Port shall be for account of the party ordering same. | 234 235 |
| (ii) If overtime is ordered by the Port Authorities all overtime expenses shall be equally shared between the Owners and the Charterers. | 236 237 |
| (iii) If overtime is ordered by the party controlling the loading and/or discharging terminal or facility, all overtime expenses shall be for the Charterers' account. | 238 239 |
| (iv) Overtime expenses for the Vessel's Master, Officers and crew shall always be for the Owners' account. | 240 |
| (b) <i>Time Counting.</i> If overtime ordered by the Owners is worked during periods excepted from laytime the actual time used shall count. | 241 242 |
| If ordered by the Charterers or by the party controlling the loading and/or discharging terminal or facility, the actual time used shall not count unless the Vessel is already on demurrage; if ordered by the Port Authorities | 243 244 |

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| half the actual time used shall count as laytime unless the Vessel is already on demurrage. | 245 |
| 21. Trading History | 246 |
| The Owners warrant that the Vessel may trade to the ports and places stated in Box 9 and Box 10 without restriction. | 247 248 |
| 22. Taxes and Dues | 249 |
| (a) <i>On Vessel</i> - The Owners shall pay all dues, charges and taxes customarily levied on the Vessel howsoever the amount thereof may be assessed. | 250 251 |
| (b) <i>On Cargo</i> - The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo howsoever the amount thereof may be assessed. | 252 253 |
| (c) <i>On Freight</i> - Income tax levied on the freight shall be for the account of the party stated in Box 24 . | 254 |
| (d) <i>Other Taxes</i> - all other taxes and dues, including port utilisation taxes, shall be for the Charterers' account. | 255 256 |
| 23. Agency | 257 |
| Unless otherwise agreed in Box 27 , the Vessel shall be consigned to agents at the loading and discharging ports appointed by the Owners. | 258 259 |
| Where Box 27 provides for Charterers' agents, the Owners shall appoint agents nominated by the Charterers to act for the Vessel for port and customs clearance purposes and shall pay the agents no more than the customary agency fee. | 260 261 262 |
| 24. Address Commission/Brokerage | 263 |
| An address commission at the rate stated in Box 25(i) on the freight, deadfreight and demurrage earned is due to the party(ies) stated in Box 25(i) and payable by the Owners upon receipt of the above amounts. | 264 265 |
| A brokerage commission at the rate stated in Box 25(ii) on the freight, deadfreight and demurrage earned is due to the party(ies) stated in Box 25(ii) and payable by the Owners upon receipt of the above amounts. | 266 267 |
| 25. BIMCO AMS Clause for Voyage Charter Parties | 268 |
| (a) If the Vessel loads or carries cargo destined for the US or passing through US ports in transit, the Owners shall comply with the current US Customs Regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such Regulations and shall, in their own name, time and expense: | 269 270 271 272 |
| (i) Have in place a SCAC (Standard Carrier Alpha Code); | 273 |
| (ii) Have in place an ICB (International Carrier Bond); and | 274 |
| (iii) Submit a cargo declaration by AMS (Automated Manifest System) to the US Customs. | 275 |
| (b) The Charterers shall provide all necessary information to the Owners and/or their agents to enable the Owners to submit a timely and accurate cargo declaration. | 276 277 |
| The Charterers shall assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers' failure to comply with any of the provisions of this sub-clause. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall count as laytime or, if the Vessel is already on demurrage, time on demurrage. | 278 279 280 281 282 283 |
| (c) The Owners shall assume liability for and shall indemnify, defend and hold harmless the Charterers against any loss and/or damage whatsoever (including consequential loss and/or damage) and any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Owners' failure to comply with any of the provisions of sub-clause (a). Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall not count as laytime or, if the Vessel is already on demurrage, time on demurrage. | 284 285 286 287 288 289 |
| (d) The assumption of the role of carrier by the Owners pursuant to this Clause and for the purpose of the | 290 |

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| US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation. | 291 292 |
| 26. Protective Clauses | 293 |
| The following clauses shall be incorporated into all Bills of Lading issued under this Charter Party and apply to this Charter Party: | 294 295 |
| (a) BIMCO General Clause Paramount | 296 |
| 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. | 297 298 299 |
| 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. | 300 301 302 |
| 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. | 303 304 305 306 |
| 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. | 307 308 |
| 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. | 309 310 311 |
| (b) Both-to-Blame Collision Clause | 312 |
| If the liability for any collision in which the Vessel is involved while performing this Contract falls to be determined in accordance with the laws of the United States of America, the following clause shall apply: | 313 314 |
| "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 or non-carrying vessel or her owners in so far as such loss or liability represents the loss of, or damage to, or any claim whatsoever of the owners of the 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 Owners. | 315 316 317 318 319 320 321 |
| 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. | 322 323 324 |
| (c) General Average and New Jason Clause | 325 |
| General average shall be adjusted and settled in London unless otherwise agreed and stated in Box 23 according to the York/Antwerp Rules, 1994. | 326 327 |
| 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: | 328 329 |
| "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. | 330 331 332 333 334 335 336 |
| 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." | 337 338 339 |

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| (d) War Risks (Voywar 2004) | 340 |
| (i) For the purpose of this Clause, the words: | 341 |
| 1. "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 | 342 |
| 2. "War Risks" shall include any actual, threatened or reported: | 343 |
| War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; 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. | 344 |
| (ii) 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, 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 Contract of Carriage, 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 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, her cargo, crew, or other persons onboard 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 Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement. | 345 |
| (iii) 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 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 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. | 352 |
| (iv) 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 route. | 353 |
| (v) 1. The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account. | 354 |
| 2. If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Contract, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within | 355 |

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14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.

- (vi) The Vessel shall have liberty:-
1. 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 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;
 2. 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;
 3. 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;
 4. to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
 5. 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;
 6. 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.
- (vii) If in compliance with any of the provisions of sub-clauses (ii) to (vi) 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.

27. 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 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 the port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at 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 the Vessel can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if the Vessel had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

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.

28. BIMCO General 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.

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| (a) Port of Loading | 451 |
| (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. | 452 |
| If the Charterers fail within 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. | 453 |
| (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 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. | 454 |
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| (b) Port of Discharge | 460 |
| (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. | 461 |
| If the Charterers fail to make such declaration within 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. | 462 |
| (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 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. | 463 |
| 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 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately. | 464 |
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| 29. ISPS/MTSA Clause for Voyage Charter Parties 2005 | 487 |
| (a) | 488 |
| (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). | 489 |
| (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). | 490 |
| (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. | 491 |
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| (b) | 502 |
| (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. | 503 |
| (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. | 504 |
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| (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: | 509 510 |
| (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. | 511 512 513 |
| (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. | 514 515 516 517 |
| (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. | 518 519 520 521 522 523 524 |
| | 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. | 525 526 |
| 30. | BIMCO Dispute Resolution Clause | 527 |
| (a) | *This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party 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 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 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 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 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. | 528 529 530 531 532 533 534 535 536 537 538 539 540 541 |
| | Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. | 542 543 |
| | In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (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. | 544 545 546 |
| (b) | *This Charter Party 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 Charter Party shall be referred to three 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. | 547 548 549 550 551 552 |
| | In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (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. current at the time when the arbitration proceedings are commenced. | 553 554 555 556 |
| (c) | *This Charter Party 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 Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there. | 557 558 559 |

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(d) Notwithstanding (a), (b) or (c) 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 Charter Party. 560
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In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:- 562
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- (i) Either 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 of a written notice (the "Mediation Notice") calling on the other party to agree to mediation. 564
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- (ii) The other party shall thereupon within 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 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. 567
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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. 572
- (iii) If the other party does 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. 573
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- (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest. 576
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- (v) Either party 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. 578
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- (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. 581
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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. 583
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(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.) 586

(e) If **Box 26** is not appropriately filled in, sub-clause (a) of this Clause shall apply. Sub-clause (d) shall apply in all cases. 587
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** Note: Sub-clauses (a), (b) and (c) are alternatives; indicate alternative agreed in **Box 26**.* 589

31. BIMCO Notices Clause 590

(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing. 591
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(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service. 593
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NIPPON GRAIN CHARTER PARTY

| | | | |
|---|--|---|----------------------------|
| Place & Date | | CODE NAME: "NIPPONGRAIN" PART I | |
| 1. Owners/Chartered Owners/Disponent Owners (Cl. 1) | | 2. Charterers (Cl.1) | |
| 3. Vessel (name/GT/DW) (Cl. 1) | | 4. Cargo (also state quantity) (Cl. 1, 3(a)) | |
| 5. Laydays/Cancelling date (Cl. 10(a) , 11, 12) | | | |
| 6. Loading port(s) (Cl. 1) Notice to be given to (Cl. 3(a)(c)(d), 10(a)): (See clause) : | | 7. Discharging port(s) (Cl. 1, 4(b)) Notice to be given to (Cl. 4(c) , 10(a)) : (See clause) : | |
| 8. Freight rate/Payment (Cl. 5) | | | |
| 9. Laytime (loading) (Cl. 8) | | 10. Laytime (discharging) (state average rate in m.t.) (Cl. 15) | |
| 11. Demurrage (Cl.9(a)) | | 12. Brokerage Com. (Cl. 22) | 13. Address Com. (Cl. 23) |
| 14. Broker (Cl. 22) | | | |
| 15. Original Charter Party to be held by: | | | |
| 16. Numbers of additional clauses attached: | | | |

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Part I and Part II of this Charter Party. In the event of conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict but no further.

Signature (Owners)

Signature (Charterers)

"NIPPONGRAIN" Charter Party (PART II)

1. Preamble

It is agreed between the party named in Box 1 as the Owners, Chartered Owners, or Disponent Owners (hereinafter referred to as "the Owners") of the Vessel named in Box 3 of the GT indicated in Box 3 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 3, being tight, staunch and strong, and in every way fit for the voyage, and the party named in Box 2 as the Charterers that the Vessel shall, with all convenient speed, proceed to the loading port stated in Box 6, or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo stated in Box 4, in bulk, and being so loaded the Vessel shall, with all convenient speed, proceed to the discharging port stated in Box 7 or so near thereto as she may safely get and lie always afloat and there deliver the said cargo in the customary manner, as ordered.

2. Separations

Cargo separations other than the Vessel's compartment, if any, shall be for the Charterers' account, risk and time.

3. Advice of Readiness, Loading Port Orders

- (a) The Vessel shall give the party stated in Box 6 the notice of the expected date of arrival at the loading range and of approximate quantity required of the cargo stated in Box 4, when the Vessel sails from last port on the previous voyage or 15 days prior to arrival at the loading port, whichever earlier, and also ten days notice of arrival.
- (b) If the day of the 15 days notice and/or ten days notice falls on Saturday, Sunday or Holiday at the loading port, such notice shall be given from 08:00 to 17:00 hours on the preceding working day.
- (c) The Vessel shall notify the party stated in Box 6 of any change in the Vessel's expected time of arrival at loading range, whilst on passage.
- (d) The Vessel shall apply by radio to the party named in Box 6 for the first or sole loading port orders, which shall be declared latest 96 hours prior to the Vessel's arrival.

4. Vessel Inspection, Destination, Discharging Port(s) Orders

- (a) The Vessel shall load under inspection of National Cargo Bureau, Inc., and a Grain Inspector holding a licence issued by the United States Department of Agriculture pursuant to the U.S. Grain Standards Act, in United States ports, or of the Port Warden and a Grain Inspector employed by the Canada Department of Agriculture, in Canadian ports, at her expense, and comply with their rules, not exceeding what she can reasonably stow and carry over and above her cabin, tackle, apparel, provisions, fuel and furniture.
- (b) The discharging ports shall always be in geographical rotation from north to south or from south to north at the Charterers' option.
- (c) The Vessel shall apply by radio to the party named in Box 7 for the first discharging port orders 96 hours before the Vessel is off Japan. The Charterers shall give the first discharging port declaration within 48 hours from the Vessel's application for the first discharging port orders. Second or second and third discharging port(s) shall be declared upon arrival at the first discharging port.

5. Freight

- (a) Full freight at the rate stated in Box 8 shall be prepaid in Tokyo, in US Currency on Bill(s) of Lading weight confirmed through telegraphic advice on signing Bill(s) of Lading.
- (b) In case second or second and third discharging port(s) used, extra freight shall be paid upon declaration of each additional discharging port.
- (c) Freight shall be deemed earned on cargo as taken on board the Vessel, and shall be non-returnable, the Vessel and/or cargo lost or not lost.

6. Signing of Bills of Lading

The Master shall call at the Charterers', or their Agents' office as requested, and sign Bills of Lading as presented in the form customary for grain cargos, without prejudice to this Charter Party.

7. Stevedores

Stevedores at loading and discharging ports shall be employed and paid by the Charterers.

8. Laytime at Loading

- (a) The cargo shall be loaded within the number of weather working days of 24 consecutive hours each as indicated in Box 9, Saturdays, Sundays and Holidays excepted, unless used, if used, actual working time shall count as laytime.
- (b) Laytime for loading and discharging shall be non-reversible.

9. Demurrage/Despatch

- (a) The Charterers shall pay demurrage to the Owners at the rate agreed in Box 11 per day or pro rata for any part of a day, for all time in excess of laytime at the loading and/or discharging ports.
- (b) If sooner despatched, the Owners shall pay despatch money to the Charterers at the rate of half of demurrage per day or pro rata for any part of a day for laytime saved at loading and/or discharging ports.
- (c) Demurrage or despatch money shall be paid within 30 days after completion of loading and discharging respectively.

10. Notice of Readiness

- (a) Notification of the Vessel's readiness to load or discharge at the first or sole loading or discharging port shall be given to the Charterers or their nominees named in Box 6 or 7 at the loading or discharging port respectively at or before 16:00 hours on any normal business day or at or before 12:00 hours on Saturday, unless Saturday is a holiday, whether in berth or not. The Vessel shall have the right to give notice of readiness before the laydays date stated in Box 5.
- (b) At the loading port the Vessel shall also have been entered at the Custom House, accompanied by:

I in United States Ports:

- 1) Certificate of Readiness for all Cargo Compartments issued by the National Cargo Bureau, Inc.;
- 2) Certificate that all Cargo Compartments are free of insect infestation and objectionable odours, issued by a Grain Inspector holding a licence issued by the U.S. Department of Agriculture pursuant to the U.S. Grain Standards Act, or other official body customarily issuing such certificate(s);

II in Canadian ports:

- 1) Certificate of Readiness for all Cargo Compartments issued by the Port Warden;
- 2) Certificate that all Cargo Compartments are free of insect infestation and objectionable odours, issued by a Grain Inspector employed by the Canada Department of Agriculture or other official body customarily issuing such certificate(s) (and/or U.S. Grain Inspector if loading U.S. grain in a Canadian port);

and also confirmation, in the notice of readiness, that the Vessel's gear certificate as required by U.S. Department of Labor, or any similar authority, where applicable, is in order.

- (c) Laytime at loading port shall commence at 07:00 hours on the next business day after notice of readiness is given in such manner as described above, whether in berth or not.
- (d) Laytime at discharging port shall commence at 07:00 hours on the next business day after notice of readiness is given, whether in berth or not.
- (e) At the second and third ports of discharge, if used, time shall count on the Vessel's arrival, whether in berth or not.
- (f) In case there is no anchorage in the discharging port limits and the Vessel is forced to wait her discharging turn outside of the port limits due to port congestion or any other reason, the Vessel shall have the right to give the notice of readiness on her arrival at the point where vessels usually wait in such cases.
- (g) If such port or ports as mentioned at (f) above is/are used as the second and/or third discharging port(s), time shall commence on the Vessel's arrival at the waiting point as mentioned at (f) above.
- (h) Time shifting from the waiting point to the discharging port shall not count as laytime or for demurrage if the Vessel is on demurrage.

11. Laydays

- Laytime for loading, if required by the Charterers, shall not commence before the laydays date stated in Box 5.

12. Cancelling Date

- (a) Should the notice of readiness at the loading port not be given as per Clause 10 at or before 16:00 hours on the cancelling date stated in Box 5, the Charterers shall, at any time thereafter, but not later than the presentation of notice of readiness together with the required certificates at the Charterers' or their nominees' office, have the option of cancelling this Charter Party.
- (b) The Owners shall not be responsible for any charges and/or expenses whatsoever incurred to the Charterers which may result from the Vessel's missing the cancelling date.

13. Berths

- (a) At the loading port the Charterers shall be entitled to use up to two loading berths in the Columbia River including Portland Oregon or in Puget Sound, or up to three loading berths in British Columbia excluding Prince Rupert, or at the Charterers' option up to two loading berths at Prince Rupert, free of expense to the Charterers, but all time used for shifting shall count.
- (b) At each discharging port the Charterers shall have the option of two discharging berths, free of expense to the Charterers, but all time used for shifting shall count.
- (c) In case the Vessel is ordered by the Charterers, their agent and/or Port Authorities, to shift out from the loading or discharging berth on the way of loading or discharging, and afterwards is ordered again to shift back to the same berth to continue additional loading or discharging, as the case may be, such transaction shall be considered as two berths loading or discharging.
- (d) The Vessel shall be left in seaworthy trim to the Master's satisfaction for shifting between loading and/or discharging berths.

14. Securing

- (a) Any securing (bagging or strapping, etc.) required by the Master, National Cargo Bureau or Port Warden for safe trim/stowage shall be supplied and paid for by the Owners and time used shall not count as laytime.
- (b) However, in case such securing is required due to a variance between the stowage factor of the cargo actually being loaded and the standard stowage factor for wheat cargo of 41CFT to 44CFT/metric ton (or 48CFT to 54CFT/metric ton for barley cargo), expenses incurred and time used thereby shall be shared equally between the Charterers and the Owners.

15. Discharge Terms

- The cargo shall be discharged at the average rate of number of metric tons stated in Box 10 per weather working day of 24 consecutive hours each, Sundays and Holidays excepted, unless used, if used, actual working time shall count as laytime.

16. Seaworthy Trim

- If ordered to discharge at two or three ports, the Vessel shall be left in seaworthy trim to the Master's satisfaction to proceed between ports.

17. Overtime

- (a) Overtime at loading or discharging ports shall be for account of the party ordering the same.
- (b) If ordered by Port Authorities and/or Elevators, the same shall be for the Charterers' account.
- (c) Overtime for the Vessel's officers and crew shall always be for the Owners' account.

18. Winches, Power and Lights

- (a) If required, the Master shall give free use of the Vessel's winches and power to drive the gear, runners, ropes and slings as on board, and winchmen from the crew.
- (b) If shore regulations do not permit the crew to operate winches, then shore winchmen shall, if used, be for the Charterers' account at loading and discharging ports.
- (c) The Master shall also give free use of the Vessel's lighting as on board, if required, for night work.

19. Lighterage Clause

- Should the Vessel be ordered to discharge at a place where there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, laytime shall count as per Clause 10 at the time when the Vessel shall arrive at a safe anchorage for similar vessels to wait for lightening and any lighterage incurred to enable her to reach the place of discharge shall be at the expense and risk of the Charterers. Time occupied in lightening shall count as laytime.

20. Agents

- The Owners' agents shall be employed at loading and discharging ports.

21. Removal of Beam

- Opening and closing of hatches at the loading and discharging ports shall be for the Charterers' account and time used shall count as laytime, except for the first opening and the last closing of hatches at each port.

22. Brokerage Commission

- A brokerage commission at the rate stated in Box 12 on the freight, dead freight and demurrage is due to the brokers mentioned in Box 14, by the Owners.

23. Address Commission

- An address commission at the rate stated in Box 13 on gross freight, dead freight and demurrage is due to the Charterers on shipment of the cargo, the vessel lost or not lost, the Charterers having the right to deduct such commission from payment of freight.

“NIPPONGRAIN” Charter Party

24. Lien
The Owners shall have a lien on the cargo and all subfreight payable in respect of the cargo for all freight, dead freight, demurrage, general average and salvage.

25. Assignment
(a) The Charterers shall have the privilege of transferring or assigning all or part of this Charter Party to others, guaranteeing to the Owners the due fulfilment of this Charter Party.
(b) The Owners shall have the privilege of transferring or assigning all or part of this Charter Party to others, guaranteeing to the Charterers the due fulfilment of this Charter Party.

26. General Average
General Average shall be adjusted and settled in Tokyo according to the York/Antwerp Rules, 1994 or any modification thereof.

27. New Jason Clause
Where the adjustment is made 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 consequences of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifice, 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.
and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

28. Arbitration
Any dispute arising out of or in connection with this Charter Party shall be submitted to arbitration held in Tokyo by the Tokyo Maritime Arbitration Commission (TOMAC) of The Japan Shipping Exchange, Inc. in accordance with the Rules of TOMAC and any amendment thereto, and the award given by the arbitrators shall be final and binding on both parties.

29. Exceptions Clause
It is mutually agreed that the Owners shall not be liable for loss or damage occasioned by causes beyond their control, by the perils of the seas or other waters, by fire from any cause, wheresoever occurring, by barratry of the Master or crew, by enemies, pirates or robbers, by arrest and restraint of Princes, rulers or people, by explosion, bursting of boilers, breakage of shafts or any latent defect in hull, machinery or appurtenances, by collisions, stranding or other accidents of navigation of whatsoever kind (even when occasioned by the negligence, default or error in judgment of the pilot, Master, mariners or other servants of the Owners, not resulting, however, in any case, from want of due diligence by the Owners or any of them, or by the Ship's Husband or Manager).

30. War Risks ("Voywar 1993")
(a) For the purpose of this clause, the words:
(i) The "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 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 cargos 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.
(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 this 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; 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.
(c) 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 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 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, 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 route.

(e) 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 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;
(ii) 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;
(iii) 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;
(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
(v) 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;
(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.
(f) If in compliance with any of the provisions of sub-clauses (b) to (e) 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 this Charter Party.


31. Strike Clause
(a) If the cargo cannot be loaded by reason of riots, civil commotions or of a strike or lock-out of any class of workmen essential to the loading of the cargo, or by reason of obstructions or stoppages beyond the control of the Charterers caused by riots, civil commotions or a strike or lock-out on the railways, or in the docks, or other loading places, the time for loading shall not count during the continuance of such causes, provided that a strike or lock-out of the Shippers' men shall not prevent demurrage from accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the strike or lock-out.
(b) If the cargo cannot be discharged by reason of riots, civil commotions, or of a strike or lock-out of any class of workmen essential to the discharge, the time for discharging shall not count during the continuance of such causes, provided that a strike or lock-out of the Charterers/Receivers' men shall not prevent demurrage from accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the strike or lock-out.
(c) For the purpose of settling despatch accounts, any time lost by the Vessel through any of the above causes at loading port(s) and/or discharging port(s), as the case may be, shall be counted only as time used in loading and/or in discharging.
(d) In case of any delay by reason of the above causes (except the Vessel being already on demurrage), no claim for damages or demurrage shall be made by the Charterers/Receivers of the cargo, or the Owners.
(e) Except for the cases described in the above sub-clauses (a) through (d), 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.

32. P&I Bunker Clause
The Vessel shall have the liberty as part of the contract voyage to proceed to any port(s) at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charter Party and may there take oil bunkers in any quantity in the discretion of the Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.

33. Both to Blame Collision Clause
If the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:
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 Owners in the navigation or in the management of the Vessel, the owners of the goods carried hereunder will indemnify the Owners 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 the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or the Owners.
The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact.
and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

34. Paramount Clause
It is also mutually agreed that all Bills of Lading issued under this Charter Party shall be deemed to incorporate the above clauses as well as containing the following clause(s):
[U.S.A. Clause Paramount, delete if inapplicable]
This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Owners of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading is repugnant to said Act to any extent, such term shall be void to that extent but no further.
[Canadian Clause Paramount, delete if inapplicable]
This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Carriage of Goods by Water Act (R.S.C. 1985, c. C-27), enacted by the Parliament of the Dominion of Canada, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Owners of any of its rights or immunities, or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading is repugnant to said Act to any extent, such term shall be void to that extent but no further.

Time Charter Parties

| | | | |
|---|--|---|--|
| Ship Brokers | | THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) GENERAL TIME CHARTER PARTY - GENTIME  | |
| | | PART I | |
| | | 1. Place and Date of Charter | |
| 2. Owners/Disponent Owners/Place of business (State full name, address, telex and fax. No.) | | 3. Charterers/Place of business (State full name, address, telex and fax. No.) | |
| 4. Vessel's Name | | 5. Vessel's Description Flag: Year Built: Class: M/tons Deadweight (Summer): GT/NT: Grain/Bale Capacity: Speed capability in knots (about): Consumption in m/tons at above speed (about): (Speed and Consumption on Summer dwt in good weather, max. windspeed 4Bft) | |
| 6. Period of Charter (Cl. 1(a)) | | | |
| 6(a). Margin on Final Period (Cl. 1(a)) | | | |
| 7. Optional Period and Notice (Cl. 1(a)) | | | |
| 8. Delivery Port/Place or Range (Cl. 1(b)) | | | |
| 9. Earliest Delivery Date/Time (Cl. 1(c)) | 10. Cancellation Date/Time (Cl. 1(c)(d)) | | |
| 11. Notices of Delivery (Cl. 1(e)) | 12. Intended First Cargo (Cl. 1(f)) | | |
| 13. Trading Limits and Excluded Countries (Cl. 2(a)) | | | |
| 14. Excepted Countries (Cl. 2(b)) | | | |

(continued overleaf)

| | | | |
|--|---|---|---|
| 15. Excluded Cargoes (Cl. 3(b)) | | | |
| 16. Hazardous Cargo Limit (Cl. 3(c)) | 17. Redelivery Port/Place or Range (Cl. 4(a)) | | 18. Notices of Redelivery (Cl. 4(c)) |
| 19. Fuel Quantity on Delivery (Cl. 6(a)) | 20. Fuel Quantity on Redelivery (Cl. 6(a)) | 21. Fuel Price on Delivery (Cl. 6(c)) | 22. Fuel Price on Redelivery (Cl. 6(c)) |
| 23. Fuel Specifications (Cl. 6(d)) | | | |
| 24. Hire (Cl. 8(a)) | 25. Owner's Bank Account (Cl. 8(b)) | | |
| 26. Grace Period (Cl. 8(c)) | 27. Max. Period for Requisition (Cl. 9(c)) | 28. General Average Adjustment (Cl. 14(b)) | |
| 29. Supercargo (Cl. 15(f)) | 30. Victualling (Cl. 15(g)) | 31. Representation (Cl. 15(h)) | 32. Hold Cleaning by Crew (Cl. 15(m)) |
| 33. Lumpsum for Hold Cleaning on Redelivery (Cl. 15(m)) | | 34. Vessel's Insured Value (Cl. 20(a)) | |
| 35. Law and Arbitration (state Cl. 22(a), 22(b) or 22(c) of Cl. 22 as agreed; if 22(c) agreed, place of arbitration must be stated (Cl. 22)) | | 36. Commission and to whom payable (Cl. 23) | |
| 37. Additional Clauses | | | |

It is agreed that this Contract shall be performed subject to the conditions contained in this Charter Party consisting of PART I including any additional clauses agreed and stated in Box 37 and PART II as well as Appendix A attached thereto. In the event of any conflict of conditions, the provisions of PART I and Appendix A shall prevail over those of PART II to the extent of such conflict but no further.

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

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"GENTIME" General Time Charter Party

1. Period and Delivery

- (a) Period - In consideration of the hire stated in Box 24 the Owners let and the Charterers hire the Vessel for the period/trip(s) stated in Box 6.
- The Charterers shall have the option to extend the Charter Party by the period(s)/trip(s) stated in Box 7 which option shall be exercised by giving written notice to the Owners on or before the date(s) stated in Box 7.
- Unless otherwise agreed, the Charterers shall have the option to increase or to reduce the final period of the Charter Party by up to the number of days stated in Box 6(a), which shall be applied only to the period finally declared.
- (b) Delivery Place - The Owners shall deliver the Vessel to the Charterers at the port or place stated in Box 8 or at port or place within the range stated in Box 8.
- (c) Delivery Time - Delivery shall take place no earlier than the date/time stated in Box 9 and no later than the date/time stated in Box 10. Delivery shall be effected at any time day or night, Saturdays, Sundays and holidays included.
- (d) Cancellation - Should the Vessel not be delivered by the date/time stated in Box 10 the Charterers shall have the option to cancel the Charter Party without prejudice to any claims the Charterers may otherwise have on the Owners under the Charter Party. If the Owners anticipate that, despite their exercise of due diligence, the Vessel will not be ready for delivery by the date/time stated in Box 10, they may notify the Charterers in writing, stating the anticipated new date of readiness for delivery, proposing a new cancelling date/time and requiring the Charterers to declare whether they will cancel or will take delivery of the Vessel. Should the Charterers elect not to cancel or should they fail to reply within two (2) working days (as applying at the Charterers' place of business) of receipt of such notification, then unless otherwise agreed, the proposed new cancelling date/time will replace the date/time stated in Box 10. This provision shall operate only once and should the Vessel not be ready for delivery at the new cancelling date/time the Charterers shall have the option of cancelling this Charter Party.
- (e) Notice(s) - The Owners shall give the Charterers not less than the number of days notice stated in Box 11 of the date/time on which the Vessel is expected to be delivered and shall keep the Charterers closely advised of possible changes in the Vessel's expected date/time of delivery. The Owners shall give the Charterers and/or their local agents notice of delivery when the Vessel is in a position to come on hire.
- (f) Vessel's Condition - On arrival at the first port or place of loading the Vessel's holds shall be clean and in all respects ready to receive the intended cargo identified in Box 12, failing which the Vessel shall be off-hire from the time of rejection until she is deemed ready.
- (g) Charterers' Acceptance - Acceptance of delivery of the Vessel by the Charterers shall not prejudice their rights against the Owners under this Charter Party.

2. Trading Areas

- (a) Trading Limits - The Vessel shall be employed in lawful trades within Institute Warranty Limits (IWL) and within the trading limits as stated in Box 13 between safe ports or safe places where she can safely enter, lie always afloat, and depart.
- (b) Excepted Countries - The Owners warrant that at the time of delivery the Vessel will not have traded to any of the countries listed in Box 14.
- (c) Ice - The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain in the port or area or to depart after completion of loading or discharging. The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval, may follow ice-breakers when reasonably required, with due regard to her size, construction and class. If, on account of ice, the Master considers it dangerous to remain at the port or place of loading or discharging for fear of the Vessel being frozen in and/or damaged he shall be at liberty to sail to any convenient place and there await the Charterers' new instructions.

3. Cargo - Restrictions and Exclusions

- (a) **Lawful Cargoes** - The Vessel shall be employed in carrying lawful cargo. Cargo of a hazardous, injurious, or noxious nature or IMO-classified cargo shall not be carried without the Owners' prior consent in which case it shall be carried only in accordance with the provisions of sub-clause (c) of this Clause.
- (b) **Excluded Cargoes** - Without prejudice to the generality of the foregoing, the following cargoes shall be excluded: livestock, arms, ammunition, explosives, nuclear and radioactive material other than radio-isotopes as described in sub-clause (d) of this clause and any other cargoes enumerated in Box 15.
- (c) **Hazardous Cargoes** - If the Owners agree that the Charterers may carry hazardous, injurious, noxious or IMO-classified cargo, the amount of such cargo shall be limited to the quantity indicated in Box 16 and the Charterers shall provide the Master with evidence that the cargo has been packed, labelled and documented and shall be loaded and stowed in accordance with IMO regulations, any mandatory local requirements and regulations and/or recommendations of the competent authorities of the country of the Vessel's registry. Failure to observe the foregoing shall entitle the Master to refuse such cargo or, if already loaded, to discharge it in the Charterers' time and at their risk and expense.
- (d) **Radio-active Cargoes** - Radio-isotopes, used or intended to be used for industrial, commercial, agricultural, medical or scientific purposes, may be carried subject to prior consent by the Owners and the Master, provided that they are not of such a category as to invalidate the Vessel's P & I cover.
- (e) **Containers** - If cargo is carried in ISO-containers such containers shall comply with the International Convention for Safe Containers.
- (f) **Deck Cargo** - Subject to the Master's prior approval, which shall not be unreasonably withheld, cargo may be carried on deck in accordance with the provisions of Clauses 17 (c) and 18.

(a) *Redeli*

- (a) Redelivery Place - The Charterers shall redeliver the Vessel to the Owners at the port or place stated in Box 17 or a port or place within the range stated in Box 17, in the same order and condition as when the Vessel was delivered, fair wear and tear excepted.
- (b) Acceptance of Redelivery - Acceptance of redelivery of the Vessel by the Owners shall not prejudice their rights against the Charterers under this Charter Party.
- (c) Notice - The Charterers shall give the Owners not less than the number of days notice stated in Box 18 indicating the port or place of redelivery and the expected date on which the Vessel is to be ready for redelivery.
- (d) Last Voyage - The Charterers warrant that they will not order the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the period agreed and declared as per Clause 1(a). If, nevertheless, such an order is given, the Owners shall have the option: (i) to refuse the order and require a substitute order allowing timely redelivery; or (ii) to perform the order without prejudice to their rights to claim damages for breach of charter in case of late redelivery. In any event, for the number of days by which the period agreed and declared as per Clause 1(a) is exceeded, the Charterers shall pay the market rate if this is higher than the rate stated in Box 24.

5. On/Off-hire Surveys

- Joint on-hire and off-hire surveys shall be conducted by mutually acceptable surveyors at ports or places to be agreed. The on-hire survey shall be conducted without loss of time to the Charterers, whereas the off-hire survey shall be conducted in the Charterers' time. Survey fees and expenses shall be shared equally between the Owners and the Charterers.
- Both surveys shall cover the condition of the Vessel and her equipment as well as quantities of fuels remaining on board. The Owners shall instruct the Master to cooperate with the surveyors in conducting such surveys.

6. Bunkers

- (a) Quantity at Delivery/Redelivery - The Vessel shall be delivered with about the quantity of fuels stated in Box 19 and, unless indicated to the contrary in Box 20, the Vessel shall be redelivered with about the same quantity, provided that the quantity of fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest port at which fuels of the required type or better are available.
- (b) Bunkering prior to Delivery and Redelivery - Provided that it can be accomplished at scheduled ports, without hindrance to the operation of the Vessel, and by prior arrangement between the parties, the Owners shall allow the Charterers to bunker for the account of the Charterers prior to delivery and the Charterers shall allow the Owners to bunker for the account of the Owners prior to redelivery.
- (c) Purchase Price - The Charterers shall purchase the fuels on board at delivery at the price stated in Box 21 and the Owners shall purchase the fuels on board at redelivery at the price stated in Box 22. The value of the fuel on delivery shall be paid together with the first instalment of hire.
- (d) Bunkering - The Charterers shall supply fuel of the specifications and grades stated in Box 23. The fuels shall be of a stable and homogeneous nature and unless otherwise agreed in writing, shall comply with ISO standard 8217: 1996 or any subsequent amendments thereof as well as with the relevant provisions of Marpol. The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers and comply with their requirements during bunkering, including but not limited to checking, verifying and acknowledging sampling, readings or soundings, meters etc. before, during and/or after delivery of fuels. During delivery four representative samples of all fuels shall be taken at a point as close as possible to the Vessel's bunker manifold. The samples shall be labelled and sealed and signed by suppliers, Chief Engineer and the Charterers or their agents. Two samples shall be retained by the suppliers and one each by the Vessel and the Charterers. If any claim should arise in respect of the quality or specification or grades of the fuels supplied, the samples of the fuels retained as aforesaid shall be analysed by a qualified and independent laboratory.
- (e) Liability - The Charterers shall be liable for any loss or damage to the Owners caused by the supply of unsuitable fuels or fuels which do not comply with the specifications and grades set out in Box 23 and the Owners shall not be held liable for any reduction in the Vessel's speed performance and/or increased bunker consumption nor for any time lost and any other consequences arising as a result of such supply.

7. Vessel's Gear and Equipment

- (a) Regulations - The Vessel's cargo gear, if any, and any other related equipment shall comply with the law and national regulations of the countries to which the Vessel may be employed and the Owners shall ensure that the Vessel is at all times in possession of valid certificates to establish compliance with such regulations. If stevedores are not permitted to work due to failure of the Master and/or the Owners to comply with the aforementioned regulations or because the Vessel is not in possession of such valid certificates, then the Charterers may suspend hire for the time lost thereby and the Owners shall pay all expenses incurred incidental to and resulting from such failure (see Clause 11(d)).
- (b) Breakdown of Vessel's Gear - All cargo handling gear, including derricks/cranes/ winches if any, shall be kept in good working order and the Owners shall exercise due diligence in maintaining such gear. In the event of loss of time due to a breakdown of derrick(s), crane(s) or winch(es) for any period by reason of disableness or insufficient power, the hire shall be reduced for the actual time lost thereby during loading/discharging unless the lost time is caused by negligence of the Charterers or their servants. If the Charterers continue working by using shore-crane(s) the Owners shall pay the cost of shore craneage, to an amount not exceeding the amount of hire payable to the Owners for such period.
- (c) Suez and Panama Canal - During the currency of this Charter Party the Vessel

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| shall be equipped with all necessary fittings in good working order for Suez and Panama Canal transit . | 172 | 10. Loss of Vessel | 258 |
| (d) <u>Lighting</u> - The Owners shall ensure that the Vessel will supply, free of expense to the Charterers, sufficient lighting on deck and in holds to permit 24 hour working. | 173 | This Charter Party shall terminate and hire shall cease at noon on the day the Vessel is lost or becomes a constructive total loss and if missing, at noon on the date when last heard of. Any hire paid in advance and not earned shall be returned to the Charterers and payment of any hire due shall be deferred until the Vessel is reported safe. | 259 260 261 262 |
| 8. Hire | 176 | 11. Owners' Obligations | 263 |
| (a) <u>Rate</u> - The Charterers shall pay hire per day or pro rata for any part of a day from the time the Vessel is delivered to the Charterers until her redelivery to the Owners, in the currency and at the rate stated in Box 24. In the event that additional hire is payable in accordance with Clause 9(d) such hire shall be based on the rate applicable at the time of redelivery. All calculation of hire shall be made by reference to UTC (Universal Time Coordinated). | 177 178 179 180 181 182 | Except as provided elsewhere in this Charter Party, the Owners shall deliver the Vessel in the Class indicated in Box 5 and in a thoroughly efficient state of hull and machinery and shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service throughout the period of the Charter Party. | 264 265 266 267 |
| (b) <u>Payment</u> - Subject to sub-clause (d) payment of hire shall be made in advance in full, without discount every 15 days to the Owners' bank account designated in Box 25 or to such other account as the Owners may from time to time designate in writing, in funds available to the Owners on the due date. | 183 184 185 186 | Nothing contained in this Charter Party shall be construed as a demise of the Vessel to the Charterers and the Owners remain at all times responsible for her navigation and for the due performance of related services, including but not limited to pilotage and towage even if paid for by the Charterers. | 268 269 270 271 |
| (c) <u>Default</u> - In default of punctual and regular payment of hire the Owners shall have the right to withdraw the Vessel without prejudice to any other claim the Owners may have against the Charterers under this Charter Party. | 187 188 189 | Unless otherwise agreed, the Owners shall provide and pay for the costs of the following:- | 272 |
| Where there is a failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 26 (as recognized at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 26 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel without further notice and without prejudice to any other claim they may have against the Charterers. | 190 191 192 193 194 195 196 197 198 199 | (a) <u>Wages</u> - Master's, Officers' and Crew's wages. | 273 |
| Further, at any time after the period stated in Box 26, as long as hire remains unpaid, the Owners shall, without prejudice to their right to withdraw, be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby agree to indemnify the Owners. Notwithstanding the provisions of Clause 9(a)(ii), hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account. | 200 201 202 203 204 205 206 | (b) <u>Stores</u> - All provisions, deck and engine-room stores, including lubricants. | 274 |
| (d) <u>Deductions</u> - On production of supporting vouchers the Charterers shall be entitled to deduct from the next hire due any expenditure incurred on behalf of the Owners which is for the Owners' account under this Charter Party. If such expenditure is incurred in a currency other than that in which hire is payable, conversion into such currency for the purpose of deduction shall be effected at the rate of exchange prevailing on the date the expenditure was incurred. | 207 208 209 210 211 212 | (c) <u>Insurance of the Vessel</u> : (See Clause 20). | 275 |
| (e) <u>Redelivery Adjustment</u> - Should the Vessel be on her voyage towards the port or place of redelivery at the time payment of hire becomes due, said payment shall be made for the estimated time necessary to complete the voyage, less the estimated value of the fuels remaining on board at redelivery. When the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as appropriate, but not later than thirty days after redelivery of the Vessel. | 213 214 215 216 217 218 | (d) <u>Crew's assistance in</u> :- | 276 |
| 9. Off-hire | 219 | (i) preparing the Vessel's cranes, derricks, winches and/or cargo handling gear for use, | 277 |
| After delivery in accordance with Clause 1 hereof the Vessel shall remain on hire until redelivered in accordance with Clause 4, except for the following periods: | 220 | (ii) opening and closing any hatches (other than pontoon type hatches), ramps and other means of access to cargo, | 278 |
| (a) <u>Inability to Perform Services</u> | 222 | (iii) docking, undocking and shifting operations in port, | 281 |
| If the Vessel is unable to comply with the instructions of the Charterers on account of: | 223 | (iv) bunkering, | 282 |
| (i) any damage, defect, breakdown, deficiency of, or accident to the Vessel's hull, machinery, equipment or repairs or maintenance thereto, including drydocking, excepting those occasions where Clauses 7(b) and 16(b) apply; | 224 225 226 | (v) maintaining power during loading and discharging operations, | 283 |
| (ii) any deficiency of the Master, Officers and/or Crew, including the failure or refusal or inability of the Master, Officers and/or Crew to perform services when required; | 227 228 | (vi) instructing crane drivers and winchmen in the use of the Vessel's gear, | 284 |
| (iii) Arrest of the Vessel at the suit of a claimant except where the arrest is caused by, or arises from any act or omission of the Charterers, their servants, agents or sub-contractors; | 229 230 231 | The above services will be rendered by the crew if required, provided port and local regulations permit; otherwise charges for such services shall be for the Charterers' account. | 285 286 287 |
| (iv) the terms of employment of the Master, Officers and/or Crew; | 232 | (e) <u>Documentation</u> - Any documentation relating to the Vessel as required at the commencement of the Charter Party to permit the Vessel to trade within the limits provided in Box 13, including but not limited to international tonnage certificate, Suez and Panama tonnage certificates, certificate of registry, certificates relating to the strength, safety and/or serviceability of the Vessel's gear and certificates of financial responsibility for oil pollution as long as such oil pollution certificates can be obtained by the Owners in the market on ordinary commercial terms. | 288 289 290 291 292 293 294 |
| then the Vessel will be off-hire for the time thereby lost. | 233 | Such documentation shall be maintained during the currency of the Charter Party as necessary. | 295 296 |
| (b) <u>Deviation</u> - In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which she is bound under the instructions of the Charterers) for reasons other than to save life or property the Vessel shall be off-hire from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel alter course to avoid bad weather or be driven into port or anchorage by stress of weather, the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account. | 234 235 236 237 238 239 240 241 242 243 | (f) <u>Deralisation</u> - A deralisation certificate at the commencement of the Charter Party and any renewal thereof throughout the Charter Party, except if certification is required as a result of the cargo carried or ports visited under this Charter Party in which case all expenses in connection therewith shall be for the account of the Charterers. | 297 298 299 300 |
| (c) <u>Requisitions</u> - Should the Vessel be requisitioned by any government or governmental authority during the period of this Charter Party, the Owners shall immediately notify the Charterers. The Vessel shall be off-hire during the period of such requisition and any hire or compensation paid by any government or governmental authority in respect of such requisition shall be paid to the Owners. However, if the period of requisition exceeds the number of days stated in Box 27, either party shall have the option of cancelling the balance period of the Charter Party, by giving 14 days notice of cancellation to the other. | 244 245 246 247 248 249 250 251 | (g) <u>Smuggling</u> - Any fines, taxes or imposts levied in the event of smuggling by the Master, Officers and/or Crew. The Vessel shall be off-hire for any time lost as a result thereof. See also Clause 13(f). | 301 302 303 |
| (d) <u>Addition to Charter Period</u> - Any time during which the Vessel is off-hire under this Charter Party may be added, at the option of the Charterers, to the charter period as determined in accordance with Clause 1(a). Such option shall be declared in writing not less than one month before the expected date of redelivery, or latest one week after the event if such event occurs less than one month before the expected date of redelivery. | 252 253 254 255 256 257 | 12. Master | 304 |
| | | The Master shall be conversant with the English language and, although appointed by the Owners, shall at all times during the currency of this Charter Party be under the orders and directions of the Charterers as regards employment, agency or other arrangements. The Master shall prosecute all voyages with due dispatch and supervise loading and discharging operations to ensure that the seaworthiness of the Vessel is not affected. | 305 306 307 308 309 310 |
| | | The Charterers recognise the principles stated in IMO Resolution A.443 (XI) as regards maritime safety and protection of the marine environment and shall not prevent the Master from taking any decision in this respect which in his professional judgement is necessary. | 311 312 313 314 |
| | | 13. Charterers' Obligations | 315 |
| | | The Charterers shall keep and care for the cargo at loading and discharging ports, be responsible for the stevedoring operations enumerated under sub-clause 13(d), arrange any transhipment and properly deliver the cargo at destination. | 316 317 318 |
| | | The Charterers shall furnish the Master with full and timely instructions and unless otherwise agreed, they shall provide and pay for the costs of the following throughout the currency of this Charter Party: | 319 320 321 |
| | | (a) <u>Voyage Expenses</u> - All port charges (including compulsory charges for shore watchmen and garbage removal), light and canal dues, pilotage, towage, consular charges, and all other charges and expenses relating to the cargo and/or to the Vessel as a result of her employment hereunder, other than charges or expenses provided for in Clause 11. | 322 323 324 325 326 |
| | | (b) <u>Bunker Fuel</u> (See Clause 6). - All fuels except for quantities consumed while the Vessel is off-hire. | 327 328 |
| | | (c) <u>Agency Costs</u> - All agency fees for normal ship's husbandry at all ports or places of call. | 329 330 |
| | | (d) <u>Stevedoring</u> - All stevedoring operations during the currency of this Charter Party including receipt, loading, handling, stuffing containers, stowing, lashing, securing, unsecuring, unlashng, discharging, stripping containers, tallying and delivering of all cargo. | 331 332 333 334 |
| | | (e) <u>Advances to Master</u> - Reasonable funds which, upon request by the Owners, are to be made available by Charterers' local agents to the Master for disbursements. The Charterers may deduct such advance funds from hire payments. | 335 336 337 |
| | | (f) <u>Contraband</u> - Any fines, taxes or imposts levied in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo and/or in containers on board. The Vessel shall remain on hire during any time lost as a result thereof. However, if it is established that the Master, Officers and/or Crew are involved in smuggling then any security required shall be provided by the Owners. See also Clause 11(g). | 338 339 340 341 342 343 |

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14. Owners' Requirements

- (a) Maintenance - Without prejudice to the provisions of Clause 9(a)(i), the Owners shall have the right to take the Vessel out of service at any time for emergency repairs, and by prior arrangement with the Charterers for routine maintenance, including drydocking.
- (b) General Average - General Average shall be adjusted, stated and settled at the place shown in Box 28 according to the York-Antwerp Rules 1994 or any subsequent modification thereto by an adjuster appointed by the Owners. Charter hire shall not contribute to General Average.
- General Average shall be adjusted in any currency at the sole option of the Owners. Exchange into the currency of adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the Vessel for allowances, contributory values etc.
- The Charterers agree to co-operate with the Owners and their appointed adjuster by supplying manifest and other information and, where required, to endeavour to secure the assistance of the Charterers' local agents in the collection of security, at the Owners' expense.
- (c) Salvage - All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the Charter Party for time lost in the salvage, damage to the Vessel and fuel consumed. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to settle its amount.
- (d) Lien - The Charterers warrant that they will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. In no event shall the Charterers procure, nor permit to be procured, for the Vessel, any supplies, necessities or services without previously obtaining a statement signed by an authorised representative of the furnisher thereof, acknowledging that such supplies, necessities or services are being furnished on the credit of the Charterers and not on the credit of the Vessel or of the Owners and that the furnisher claims no maritime lien on the Vessel therefor.
- The Owners shall have a lien on all shipped cargo before or after discharge and on all sub-freights and/or sub-hire including deadfreight and demurrage, for any amount due under this Charter Party including but not limited to unpaid charter hire, unreimbursed Charterers' expenses initially paid by the Owners, and contributions in general average properly due.
- The Charterers shall ensure that such lien is incorporated in all documents containing or evidencing Contracts of Carriage issued by them or on their behalf.

15. Charterers' Requirements

- (a) Plans - On concluding this Charter Party or as soon as practical thereafter the Owners shall provide the Charterers with copies of any operational plans or documents that the Charterers may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redelivery.
- (b) Flag and Funnel - If they so require, the Charterers shall, during the currency of this Charter Party, be allowed to fly their house flag and/or paint the funnel in the Charterers' colours. All alterations including re-instatement shall be effected in the Charterers' time and at their expense.
- (c) Communications Facilities - The Owners shall permit the Charterers' use of the Vessel's communication facilities at cost.
- (d) Logs - The Owners shall maintain full deck and engine room logs during the currency of this Charter Party and the Charterers shall have full access to all the Vessel's logs, rough and official, covering this period. The Owners undertake to produce all such documentation promptly upon written request of the Charterers and to allow them to make copies of relevant entries.
- (e) Replacement of Master and Officers - If the Charterers shall have reason to be dissatisfied with the conduct of the Master or Officers, the Owners shall, on receiving particulars of the complaint in writing, investigate same and, if necessary, replace the offending party or parties at their expense.
- (f) Supercargo - The Owners shall provide and maintain a clean and adequate room for the Charterers' Supercargo if any, furnished to the same standard as officers' accommodation. The Supercargo shall be victualled with the Vessel's officers. The Charterers shall pay at the daily rate shown in Box 29 for his accommodation and victualling. The Supercargo shall be on board at the risk and expense of the Charterers and both Charterers and Supercargo shall sign the customary indemnity forms.
- (g) Victualling - The Owners shall, when requested and authorised in writing by the Charterers or their agents, victual other officials and servants of the Charterers at the rate per person per meal shown in Box 30.
- (h) Representation - Expenses for representation incurred by the Master for the Charterers' account and benefit shall be settled by the Charterers' payment of the amount stated in Box 31, per month or pro rata. The Charterers shall indemnify the Owners against all consequences and/or liabilities including customs fines which may result from such representation.
- (i) Sub-Letting - The Charterers shall have the right to sub-let all or part of the Vessel whilst remaining responsible to the Owners for the performance of this Charter Party.
- (j) Inspections - The Charterers shall, upon giving reasonable notice, have the right to a superficial inspection of the Vessel in their time and the Master shall within reason co-operate with the Charterers to facilitate their inspection of the Vessel. The Charterers shall pay for any and all expenses associated with such inspection and the Owners shall be entitled to receive a copy of the report.
- (k) Weather Routing - The Charterers may supply the Master with weather routing information during the currency of this Charter Party. In this event the Master, though not obliged to follow routing information, shall comply with the reporting procedure of the Charterers' weather routing service.

- (l) Laying up - At the written request of the Charterers, the Owners shall at any time provide an estimate of any economies which may be possible in the event of laying-up the Vessel. The Charterers shall then have the right to order the laying-up of the Vessel at any time and for any period of time at a safe berth or safe place in their option, and in the event of such laying-up the Owners shall promptly take reasonable steps to effect all the economies in operating costs. The laying-up port or place and laid-up arrangements shall be subject to approval by the Owners' insurers. Laying-up preparation and reactivation cost, and all expenses incurred shall be for the Charterers' account. The Charterers shall give sufficient notice of their intention in this respect to enable the Owners to make necessary arrangements for decommissioning and recommissioning. The Owners must give prompt credit to the Charterers for all economies achieved.
- (m) Cleaning - The Charterers may request the Owners to direct the crew to sweep and/or wash and/or clean the holds between voyages and/or between cargoes against payment at the rate per hold stated in Box 32, provided the crew is able to undertake such work and is allowed to do so by local regulations. In connection with any such operation the Owners shall not be responsible if the Vessel's holds are not accepted or passed.
- In lieu of cleaning the Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against the lump sum payment stated in Box 33 excluding the disposal of dunnage and/or waste, which shall be for Charterers' account.

16. Sundry Matters

- (a) Stowaways
- (i) The Charterers shall exercise due care and diligence in preventing stowaways from gaining access to the Vessel by means of secreting away in cargo or containers shipped by the Charterers.
- (ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the cargo and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.
- (iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (ii) above, the Charterers shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel.
- (iv) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the cargo and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account.
- (v) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the cargo and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel.
- (b) Stevedore Damage - Notwithstanding anything contained herein to the contrary, the Charterers shall be liable for any and all damage to the Vessel caused by stevedores, provided the Master has notified the Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter but latest when the damage could have been discovered by the exercise of due diligence. The Master shall use his best efforts to obtain written acknowledgment by the party or parties causing damage unless the damage has been made good in the meantime.
- (i) Stevedore damage affecting the Vessel's seaworthiness and/or the safety of the crew, proper working of the Vessel and/or her equipment, shall be repaired immediately by the Charterers and the Vessel is to remain on hire until such repairs are completed and, if required, passed by the Vessel's classification society.
- (ii) Stevedore damage not affecting the Vessel's seaworthiness and/or the safety of the crew shall be repaired, at the Charterers' option, before or after redelivery concurrently with Owners' work. In the latter case no hire will be paid to the Owners except in so far as the time required for the repairs for which the Charterers are liable exceeds the time necessary to carry out the Owners' work.
- (iii) The Owners shall have the option of requiring that stevedore damage affecting the trading capabilities of the Vessel is repaired before redelivery.
- (c) Fumigation - Expenses in connection with fumigations and/or quarantine ordered because of cargo carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. Expenses in connection with all other fumigations and/or quarantine shall be for the Owners' account.
- (d) Anti-drug Clause - The Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and/or any other illegal substances being loaded or concealed on board the Vessel.
- Non-compliance with the provisions of this Clause shall amount to breach of warranty for the consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this Clause shall be for the Charterers' account and the Vessel shall remain on hire.
- Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this Clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense post bail to secure release of the Vessel.
- The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and other illegal

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| substances are found in the possession or effects of the Vessel's personnel. | 519 | damages, expenses, fines, penalties, or claims which the Owners may incur or suffer by reason of the cargo or the documentation relating thereto failing to comply with any relevant laws, regulations, directions or notices of port authorities or other authorities, or by reason of any infestation, contamination or condemnation of the cargo or of infestation, damage or contamination of the Vessel by the cargo. | 606 |
| 17. Bills of Lading, Waybills and Other Contracts of Carriage | 520 | | 607 |
| (a) <u>Signing Contracts of Carriage</u> | 521 | (c) <u>Deck Cargo</u> - The Charterers shall be liable to the Owners for any loss, damage, expense or delay to the Vessel howsoever caused and resulting from the carriage of cargo on deck save where the Charterers can prove that such loss, damage, expense or delay was the result of negligence on the part of the Owners and/or their servants. | 610 |
| (i) The Master shall sign bills of lading or waybills as presented in conformity with mate's receipts. If requested, the Owners may authorise the Charterers and/or their agents in writing to sign bills of lading, waybills, through bills of lading, or multimodal bills of lading (hereafter collectively referred to as Contracts of Carriage) on the Owners' and/or Master's behalf in conformity with mate's receipts without prejudice to the terms and conditions of the Charter Party. | 522 | | 611 |
| | 523 | (d) <u>Death or Personal Injury</u> - Claims for death or personal injury having a direct connection with the operation of the Vessel shall be borne by the Owners unless such claims are caused by defect of the cargo or by the act, neglect or default of the Charterers, their servants, agents or sub-contractors. | 612 |
| (ii) In the event the Charterers and/or their agents, pursuant to the provisions of sub-clause 17(a)(i) above, sign Contracts of Carriage which extend the Owners' responsibility beyond the period during which the cargo is on board the Vessel the Charterers shall indemnify the Owners against any claims for loss, damage or expense which may result therefrom. | 524 | | 613 |
| | 525 | (e) <u>Agency</u> - The Owners authorise and empower the Charterers to act as the Owners' agents solely to ensure that, as against third parties, the Owners will have the benefit of any immunities, exemptions or liberties regarding the cargo or its carriage. Subject to the provisions of Clause 17 the Charterers shall have no authority to make any contracts imposing any obligations whatsoever upon the Owners in respect of the cargo or its carriage. | 614 |
| (iii) Neither the Charterers nor their agents shall permit the issue of any Contract of Carriage (whether or not signed on behalf of the Owners or on behalf of the Charterers or on behalf of any Sub-Charterers) incorporating, where not compulsorily applicable, the Hamburg Rules or any other legislation giving effect to the Hamburg Rules or any other legislation imposing liabilities in excess of Hague or Hague-Visby Rules. | 526 | | 615 |
| | 527 | (f) <u>Indemnity and Limitation</u> - The Owners and the Charterers hereby agree to indemnify each other against all loss, damage or expenses arising or resulting from any obligation to pay claims, fines or penalties for which the other party is liable in accordance with this Charter Party. Both the Owners and the Charterers shall retain their right to limit their liability against the other party in respect of any claim brought by way of indemnity, notwithstanding that the other party has been denied the right to limit against any third party or has failed in whatever manner to exercise its rights of limitation. | 616 |
| (b) <u>Protective Clauses</u> - The Charterers warrant that Contracts of Carriage issued in respect of cargo under this Charter Party shall incorporate the clauses set out in Appendix A. | 528 | | 617 |
| | 529 | (g) <u>Time Bar</u> - In respect of any Cargo Claims as between the Owners and the Charterers, brought under sub-clause 18(a), unless extensions of time have been sought or obtained from one party by the other or notice of arbitration has been given by either party, such claim(s) shall be deemed to be waived and absolutely time barred upon the expiry of two years reckoned from the date when the cargo was or should have been delivered. When the Hamburg Rules apply compulsorily the above time bar shall be extended to three years. | 618 |
| (c) <u>Deck Cargo</u> - Unless the cargo is stowed in fully closed containers, placed on board the Vessel in areas designed for the carriage of containers with class-approved container fittings, and secured to the Vessel by means of class-approved Vessel's lashing gear or material, Contracts of Carriage covering cargo carried on deck shall be claused: 'Agreed to be shipped on deck at Charterers', Shippers' and Receivers' risk, and responsibility for loss, damage or expense howsoever caused'. | 530 | | 619 |
| | 531 | | 620 |
| (d) <u>Defence of Claims</u> - Should the Charterers issue or cause to be issued a Contract of Carriage in default of the provisions of this Clause 17, they shall be obliged upon written request by the Owners to take over, pay for the defence of and pay any liability established in respect of any claim brought against the Vessel and/or the Owners as a result of such default. | 532 | | 621 |
| | 533 | | 622 |
| (e) <u>Payment and Indemnity</u> - The Charterers shall pay for, and/or indemnify the Owners against any loss, damage or expense which results from any breach of the provisions of this Clause 17. | 534 | | 623 |
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| 18. Responsibilities | 556 | 19. Exceptions | 641 |
| (a) <u>Cargo Claims</u> | 557 | As between the Charterers and the Owners, responsibility for any loss, damage, delay or failure of performance under this Charter Party not dealt with in Clause 18(a), shall be subject to the following mutual exceptions: | 642 |
| (i) <u>Definition</u> - For the purpose of this Clause 18(a), Cargo Claim means a claim for loss, damage, shortage, (including slackage, ullage or pilferage), overcarriage of or delay to cargo including customs fines or fines in respect of such loss, damage, shortage, overcarriage or delay and includes: | 558 | Act of God, act of war, civil commotions, strikes, lockouts, restraint of princes and rulers, and quarantine restrictions. | 643 |
| (1) any legal costs or interest claimed by the original claimant making such a claim; | 559 | | 644 |
| | 560 | In addition, any responsibility of the Owners not dealt with in Clause 18(a) shall be subject to the following exceptions: | 645 |
| (2) all legal, Club correspondents' and experts' costs reasonably incurred in the defence of or in the settlement of the claim made by the original claimant, but shall not include any costs of whatsoever nature incurred in making a claim or in seeking an indemnity under this Charter Party. | 561 | Any act, neglect or default by the Master, pilots or other servants of the Owners in the navigation or management of the Vessel, fire or explosion not due to the personal fault of the Owners or their Manager, collision or stranding, unforeseeable breakdown of or any latent defect in the Vessel's hull, equipment or machinery. | 646 |
| | 562 | The above provisions shall in no way affect the provisions as to off-hire in this Charter Party. | 647 |
| (ii) <u>Claim Settlement</u> - It is a condition precedent to the right of recovery by either party under this Clause 18(a) that the party seeking indemnity shall have first properly settled or compromised and paid the claim. | 563 | | 648 |
| | 564 | | 649 |
| (iii) <u>Owners' Liability</u> - The Owners shall be liable for any Cargo Claim arising or resulting from: | 565 | | 650 |
| (1) failure of the Owners or their servants to exercise due diligence before or at the beginning of each voyage to make the Vessel seaworthy; | 566 | | 651 |
| | 567 | | 652 |
| (2) failure of the Owners or their servants properly and carefully to carry, keep and care for the cargo while on board; | 568 | | 653 |
| | 569 | | 654 |
| (3) unreasonable deviation from the voyage described in the Contract of Carriage unless such deviation is ordered or approved by the Charterers; | 570 | | |
| | 571 | 20. Insurances | 655 |
| (4) errors in navigation or the management of the Vessel solely where the Contract of Carriage is subject to mandatory application of legislation giving effect to the Hamburg Rules. | 572 | (a) <u>Hull and Machinery</u> - The Owners warrant that the Vessel is insured for Hull, Machinery and basic War Risks purposes at the value stated in Box 34. | 656 |
| | 573 | | 657 |
| (iv) <u>Charterers' Liability</u> - The Charterers shall be liable for any Cargo Claim arising or resulting from: | 574 | (b) <u>Protection and Indemnity (P & I)</u> - The Owners warrant that throughout the period of the Charter Party the Vessel will be fully covered for P&I risks, including through transport cover, with underwriters approved by the Charterers which approval shall not be unreasonably withheld. | 658 |
| (1) the stevedoring operations enumerated under Clause 13(d) unless the Charterers prove that such Cargo Claim was caused by the unseaworthiness of the Vessel, in which case the Owners shall be liable; | 575 | | 659 |
| | 576 | The Charterers warrant that throughout the period of the Charter Party they will be covered for Charterers' liability risk by underwriters approved by the Owners which approval will not be unreasonably withheld. | 660 |
| (2) any transshipment in connection with through-transport or multimodal transport, save where the Charterers can prove that the circumstances giving rise to the Cargo Claim occurred after commencement of the loading of the cargo onto the Vessel and prior to its discharge; | 577 | | 661 |
| | 578 | | 662 |
| (3) the carriage of cargo on deck unless such cargo is stowed in fully closed containers, placed on board the Vessel in areas designed for the carriage of containers with class-approved container fittings and secured to the Vessel by means of class-approved Vessel's lashing gear or material. | 579 | | 663 |
| | 580 | | 664 |
| | 581 | | |
| (v) <u>Shared Liability</u> - All Cargo Claims arising from other causes than those enumerated under sub-clauses (iii) and (iv), shall be shared equally between the Owners and the Charterers unless there is clear and irrefutable evidence that the claim arose out of pilferage or the act or neglect of one or the other party or their servants or sub-contractors, in which case that party shall bear the full claim. | 582 | 21. War Risks ("Conwartime 1993") | 665 |
| | 583 | (a) For the purpose of this Clause, the words: | 666 |
| | 584 | (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 | 667 |
| (vi) <u>Charterers' Own Cargo</u> - If the cargo is the property of the Charterers, the Owners shall have the same responsibilities and benefits as they would have had under this Clause had the cargo been the property of a third party and carried under a Bill of Lading incorporating the Hague-Visby Rules. | 585 | | 668 |
| | 586 | (ii) "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. | 669 |
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| (b) <u>Fines, etc.</u> - The Charterers shall also be liable to the Owners for any losses, | | | 689 |
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| | | | 691 |

PART II

"GENTIME" General Time Charter Party

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| she shall be subject, or is likely to be subject to a belligerent's right of search and/ or confiscation. | 692 | be conducted in accordance with the Shortened Arbitration Procedure of the | 780 |
| (d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account. | 693 | Society of Maritime Arbitrators, Inc. current at the time when the arbitration | 781 |
| (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due. | 694 | proceedings are commenced. | 782 |
| (e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due. | 695 | *) (c) This Charter Party shall be governed by and construed in accordance with the | 783 |
| (f) The Vessel shall have liberty:- | 696 | laws of the place mutually agreed by the parties and stated in Box 35 and any | 784 |
| (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, or any other body or group whatsoever acting with the power to compel compliance with their orders or directions; | 697 | dispute arising out of or in connection with this Charter Party shall be referred | 785 |
| (ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance; | 698 | to arbitration at the place stated in Box 35, subject to the procedures applicable | 786 |
| (iii) 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; | 699 | there. | 787 |
| (iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; | 700 | (d) If Box 35 in Part I is not appropriately filled in, sub-clause (a) of this Clause | 788 |
| (v) to divert and 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. | 701 | shall apply. | 789 |
| (g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice. | 702 | *) (a), (b) and (c) are alternatives; indicate alternative agreed in Box 35 | 790 |
| (h) If in compliance with any of the provisions of sub-clauses (b) to (g) of 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. | 703 | | |
| | 704 | 23. Commission | 791 |
| | 705 | The Owners shall pay a commission at the rate stated in Box 36 to the Broker(s) | 792 |
| | 706 | stated in Box 36 on any hire paid under this Charter Party or any continuation or | 793 |
| | 707 | extension thereof. If the full hire is not paid owing to breach of Charter Party by | 794 |
| | 708 | either of the parties the party liable therefor shall indemnify the Brokers against | 795 |
| | 709 | their loss of commission. | 796 |
| | 710 | Should the parties agree to cancel this Charter Party, the Owners shall indemnify | 797 |
| | 711 | the Brokers against any loss of commission but in such case the commission shall | 798 |
| | 712 | not exceed the brokerage on one year's hire. | 799 |
| | 713 | In signing this Charter Party the Owners acknowledge their agreement with the | 800 |
| | 714 | brokers to pay the commissions described in this Clause. | 801 |
| | 715 | | |
| | 716 | 24. Notices | 802 |
| | 717 | Any notices as between the Owners and the Charterers shall be in writing and sent | 803 |
| | 718 | to the addresses stated in Boxes 2 and 3 as the case may be or to such other | 804 |
| | 719 | addresses as either party may designate to the other in writing. | 805 |
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| 22. Law and Arbitration | 743 | | |
| *) (a) This Charter Party shall be governed by and construed in accordance with | 744 | | |
| English law and any dispute arising out of or in connection with this Charter | 745 | | |
| Party shall be referred to arbitration in London in accordance with the Arbitration | 746 | | |
| Act 1996 or any statutory modification or re-enactment thereof save to the | 747 | | |
| extent necessary to give effect to the provisions of this Clause. | 748 | | |
| The arbitration shall be conducted in accordance with the London Maritime | 749 | | |
| Arbitrators Association (LMAA) Terms current at the time when the arbitration | 750 | | |
| proceedings are commenced. | 751 | | |
| The reference shall be to three arbitrators. A party wishing to refer a dispute to | 752 | | |
| arbitration shall appoint its arbitrator and send notice of such appointment in | 753 | | |
| writing to the other party requiring the other party to appoint its own arbitrator | 754 | | |
| within 14 calendar days of that notice and stating that it will appoint its arbitrator | 755 | | |
| as sole arbitrator unless the other party appoints its own arbitrator and gives | 756 | | |
| notice that it has done so within the 14 days specified. If the other party does | 757 | | |
| not appoint its own arbitrator and give notice that it has done so within the 14 | 758 | | |
| days specified, the party referring a dispute to arbitration may, without the | 759 | | |
| requirement of any further prior notice to the other party, appoint its arbitrator | 760 | | |
| as sole arbitrator and shall advise the other party accordingly. The award of a | 761 | | |
| sole arbitrator shall be binding on both parties as if he had been appointed by | 762 | | |
| agreement. | 763 | | |
| Nothing herein shall prevent the parties agreeing in writing to vary these | 764 | | |
| provisions to provide for the appointment of a sole arbitrator. | 765 | | |
| In cases where neither the claim nor any counterclaim exceeds the sum of | 766 | | |
| USD 50,000 (or such other sum as the parties may agree) the arbitration shall | 767 | | |
| be conducted in accordance with the LMAA Small Claims Procedure current | 768 | | |
| at the time when the arbitration proceedings are commenced. | 769 | | |
| *) (b) This Charter Party shall be governed by and construed in accordance with | 770 | | |
| Title 9 of the United States Code and the Maritime Law of the United States | 771 | | |
| and any dispute arising out of or in connection with this Charter Party shall be | 772 | | |
| referred to three persons at New York, one to be appointed by each of the | 773 | | |
| parties hereto, and the third by the two so chosen; their decision or that of any | 774 | | |
| two of them shall be final, and for the purposes of enforcing any award, | 775 | | |
| judgement may be entered on an award by any court of competent jurisdiction. | 776 | | |
| The proceedings shall be conducted in accordance with the rules of the Society | 777 | | |
| of Maritime Arbitrators, Inc. | 778 | | |
| In cases where neither the claim nor any counterclaim exceeds the sum of | 779 | | |
| USD 50,000 (or such other sum as the parties may agree) the arbitration shall | 780 | | |

"GENTIME" General Time Charter Party
Appendix A - Protective Clauses

A. WAR RISKS ("Voywar 1993")

- (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 Contract of Carriage, 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 Contract of Carriage, 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 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, 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 Contract of Carriage 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 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 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.
- (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 route.
- (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, destinations, 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 render the Vessel liable to confiscation as a contraband carrier;
- (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 customary 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 Contract of Carriage.

B. CLAUSE PARAMOUNT

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 24 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 in 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 apply compulsorily to this Contract.

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.

C. GENERAL AVERAGE

General Average shall be adjusted and settled at a port or place in the option of the Carrier according to the York-Antwerp Rules, 1994 or any subsequent amendment thereto.

D. HIMALAYA CLAUSE

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Charterers, Shippers, Consignees, owner of the goods or to any holder of a Bill of Lading issued under this Charter Party, for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid.

For the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agents or trustees on behalf of and for the benefit of all persons who might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this contract.

E. NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the

"GENTIME" General Time Charter Party
Appendix A - Protective Clauses

commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if salving vessel or vessels 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.

F. 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 Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods 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 Carrier.

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

OSNOVNA LITERATURA




BIMCO
STANDARD TIME CHARTER PARTY FOR CONTAINER VESSELS
CODE NAME: BOXTIME 2004

PART I

| | | | |
|--|---------------------------------------|---|--|
| 1. Shipbroker | | 2. Place and Date | |
| 3. Owners/Disponent Owners & Place of Business, E-mail, Telephone and Telefax Number | | 4. Charterers & Place of Business, E-mail, Telephone and Telefax Number | |
| 5. Vessel's Name | | 6. Vessel's Description (Cl. 6) Flag: Year Built: Class: M/tons Deadweight (Summer): GT/NT: TEU Capacity (Nominal/14 m/tons homogenous): Speed Capability in knots (about)* : Consumption in m/tons at above speed (about)* : * Speed and Consumption on Summer DWT fully laden in good weather, max. windspeed 4Bft, max. Douglas Sea State 3 | |
| 7. Call Sign/IMO Number | | | |
| 8. Specification (s) and Grade(s) of Fuel (Cl. 12(d) and Cl. 12(e)) | | | |
| 9. Fuels/Price on Delivery (Min.-Max.)(Cl. 12(a) and (c)) | | | |
| 10. Fuels/Price on Redelivery (Min.-Max.)(Cl. 12(a) and (c)) | | | |
| 11. Place of Delivery (Cl. 1(b)) | | | |
| 12. Earliest Date of Delivery (local time) (Cl. 1(c)) | 13. Cancellation Date/Time (Cl. 1(c)) | | |
| 14. Place of Redelivery (Cl. 5(a)) | | 15. State number of days Notice of Place and Date of Redelivery (Cl. 5(b)) | |
| 16. Trading Limits (Cl. 3 and Cl. 6(c)) | | | |

It is mutually agreed between the party mentioned in Box 3 (hereinafter referred to as "the Owners") and the Party mentioned in Box 4 (hereinafter referred to as "the Charterers") that this Contract shall be performed in accordance with the conditions contained in PART I including additional clauses, if any agreed and stated in Box 34, and PART II as well as PART III. In the event of a conflict of conditions, the provisions of PART I and PART III shall prevail over those of PART II to the extent of such conflict but no further.

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

**BOXTIME 2004 Standard Time Charter Party for Container Vessels
Index**

1. PERIOD OF CHARTER PARTY AND DELIVERY

- (a) *Period*
- (b) *Delivery Place*
- (c) *Delivery Time*
- (d) *Vessel's Condition*
- (e) *Charterers' Acceptance*

2. OWNERS' UNDERTAKING

3. TRADING LIMITS

- (a) *Trading Limits*
- (b) *Excepted Countries*

4. CARGO RESTRICTIONS AND EXCLUSIONS

- (a) *Uncontainerised Goods*
- (b) *Excluded Cargoes*
- (c) *Hazardous Goods*
- (d) *Radioactive Goods*

5. REDELIVERY

- (a) *Place of Redelivery*
- (b) *Notice*
- (c) *Cleanliness*
- (d) *Final Voyage*

6. OWNERS' OBLIGATIONS

- (a) *Lashings*
- (b) *Crew Assistance*
- (c) *Documentation*
- (d) *Insurance of the Vessel*
- (e) *Deratisation*
- (f) *Smuggling*

7. CHARTERERS' OBLIGATIONS

- (a) *Provision of Details of Containers and Goods*
- (b) *Stevedoring*
- (c) *Lashings*
- (d) *Condition of Containers*
- (e) *Stowage in Containers*
- (f) *Stowage*
- (g) *Operating Expenses*
- (h) *Bunker Fuel*
- (i) *Agency Costs*
- (j) *Advances to Master*
- (k) *Contraband*

8. HIRE

- (a) *Rate*
- (b) *Payment*
- (c) *Default*
- (d) *Deductions*
- (e) *Redelivery Adjustment*

9. OFF HIRE

- (a) *Unable to Comply with Instructions*
- (b) *Deviation*
- (c) *Requisitions*
- (d) *Addition to Charter Period*

10. LOSS OF VESSEL

11. VESSEL'S GEAR AND EQUIPMENT

- (a) *Regulations*
- (b) *Breakdown of Vessel's Gear*
- (c) *Suez and Panama Canal*
- (d) *Lighting*
- (e) *Refrigeration*

12. BUNKER FUEL

- (a) *Quantity at Delivery/Redelivery*
- (b) *Bunkering prior to Delivery/Redelivery*
- (c) *Purchase Price*
- (d) *Bunkering*
- (e) *Liability*
- (f) *BIMCO Fuel Sulphur Content Clause*

13. MASTER

14. CHARTERERS' REQUIREMENTS

- (a) *Plans*
- (b) *Flag, Funnel and Name*
- (c) *Ballast Warranty*
- (d) *Logs*
- (e) *Witnesses*
- (f) *Replacement of Master and Officers*
- (g) *Supercargo, Communication Facilities and Victualling*
- (h) *Representation*
- (i) *Sub-Letting*
- (j) *Inspections*
- (k) *Substitution and Sub-Contracting*
- (l) *Laid-Up Returns*

15. OWNERS' REQUIREMENTS

- (a) *Maintenance*
- (b) *General Average*
- (c) *Salvage*
- (d) *Liens*

16. SUNDRY MATTERS

- (a) *Watchmen*
- (b) *Compulsory Garbage Removal*
- (c) *Stowaways*
- (d) *On/Off Hire Surveys*
- (e) *Sub-Contractors*
- (f) *Anti-Drug Clause*
- (g) *BIMCO Double Banking Clause*
- (h) *Damage to Vessel/Equipment*
- (i) *BIMCO ISPS Clause for Time Charter Parties*

17. BILLS OF LADING, WAYBILLS AND OTHER CONTRACTS OF CARRIAGE

- (a) *Signing Contracts of Carriage*
- (b) *Payment and Indemnity*

18. CHARTERERS' RESPONSIBILITIES/LIABILITIES

- (a) *Claims*
- (b) *Claims Handling*
- (c) *General Indemnity*
- (d) *Agency*
- (e) *General Average Exclusion*
- (f) *Claims Authority*
- (g) *Personal Injury*

19. OWNERS' RESPONSIBILITIES/LIABILITIES

- (a) *Containers and Goods*
- (b) *Charterers' Cargo*
- (c) *Personal Injury*
- (d) *Limitation of Liability*
- (e) *Cargo Claim and Time Bar*
- (f) *Limitation Proceedings*

20. REFRIGERATED GOODS

21. EXCEPTIONS

22. NAVIGATION

23. INSURANCES

- (a) *Hull and Machinery*
- (b) *Protection and Indemnity (P&I)*
- (c) *War Risks*
- (d) *Maintenance of Insurances*

24. BIMCO ICE CLAUSE FOR TIME CHARTER PARTIES

25. WAR RISKS (CONWARTIME 2004)

26. BIMCO DISPUTE RESOLUTION CLAUSE

27. COMMISSION

28. BIMCO NOTICES CLAUSE

PART II
BOXTIME 2004 Standard Time Charter Party for Container Vessels

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| It is agreed on the date shown in Box 2 between the party named in Box 3 as the Owners of the Vessel named in Box 5 and the party named in Box 4 as the Charterers as follows: | 1 | in Box 16 provided that the Charterers have supplied a list of such countries during negotiations. | 66 |
| | 2 | | 67 |
| | 3 | | |
| 1. Period of Charter Party and Delivery | 4 | 4. Cargo Restrictions and Exclusions | 68 |
| (a) <i>Period</i> : In consideration of the hire detailed in Box 21 the Owners let and the Charterers hire the Vessel for the period together with any optional extension(s) thereto as indicated in Box 19. Such options, always at the Charterers' discretion, must be declared to the Owners within the period as indicated in Box 20. | 5 | Except as provided below, the Vessel shall be used exclusively for the carriage of goods in containers complying with the International Convention for Safe Containers and in accordance with the Vessel's configuration. | 69 |
| (b) <i>Delivery Place</i> : The Owners shall deliver the Vessel to the Charterers at the Place of Delivery as indicated in Box 11. If the Owners are unable to deliver the Vessel at the Place of Delivery as indicated in Box 11 for any reason beyond the control of the Owners, delivery shall take place at the nearest point to the nominated Place of Delivery to which the Vessel may safely and reasonably proceed. The Owners shall give written notice of readiness to deliver to the Charterers and/or the Charterers' local agents when in position to come on hire. | 6 | (a) <i>Uncontainerised Goods</i> : Uncontainerised goods may be carried only with the prior written consent of the Owners and the Master. | 70 |
| (c) <i>Delivery Time</i> : Unless otherwise agreed by the Charterers, delivery shall take place no earlier than the time/date stated in Box 12 and no later than the time/date stated in Box 13. Delivery shall be effected at any time, day or night, Saturdays, Sundays and holidays included. Should the Vessel not be delivered by the date/time stated in Box 13 the Charterers shall have the option to cancel this Charter Party without prejudice to any claims the Charterers may otherwise have on the Owners under this Charter Party. If the Owners anticipate that the Vessel will not be ready for delivery by the date/time stated in Box 13, they may notify the Charterers in writing, stating the anticipated new date of readiness for delivery, proposing a new cancelling date/time and requiring the Charterers to declare whether they will cancel or will take delivery of the Vessel. Should the Charterers elect not to cancel or should they fail to reply within two (2) working days (as applying at the Charterers' place of business as indicated in Box 4) of receipt of such notification, then unless otherwise agreed, the proposed new cancelling date/time will replace the date/time stated in Box 13. | 7 | (b) <i>Excluded Cargoes</i> : Without prejudice to the generality of the foregoing, the following cargoes shall be excluded: livestock, arms, ammunition, explosives, chemical and toxic waste, nuclear and radioactive material other than radioactive isotopes as described in sub-clause (d) of this clause and any other cargoes enumerated in Box 17. | 71 |
| (d) <i>Vessel's Condition</i> : At the time of delivery the Vessel shall be clean and in all respects fit to receive containers and goods contained therein, failing which the Vessel shall be off hire from the time of rejection until she is deemed ready. | 8 | (c) <i>Hazardous Goods</i> : The Owners agree that the Charterers may carry the maximum quantity as indicated in Box 18 of hazardous goods in containers, provided same are loaded, stowed, discharged and documented in accordance with the Vessel's document of compliance, IMO regulations, any mandatory local requirements and regulations of the flag state. | 72 |
| (e) <i>Charterers' Acceptance</i> : Acceptance of delivery of the Vessel shall not prejudice the Charterers' rights against the Owners under this Charter Party. | 9 | (d) <i>Radioactive Goods</i> : Radioactive goods other than isotopes shall be excluded. Radioactive isotopes may be carried only with the prior written consent of the Owners and the Master and provided that they are of such a category as not to invalidate the Vessel's P&I and/or Hull and Machinery cover. | 73 |
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| | 33 | 5. Redelivery | 97 |
| | 34 | (a) <i>Place of Redelivery</i> : Unless otherwise agreed by the Owners or provided elsewhere to the contrary, the Charterers shall redeliver the Vessel at the Place of Redelivery as stated in Box 14 in the same condition to that pertaining when the Vessel was delivered, fair wear and tear excepted, at the end of the period as indicated in Box 19. | 98 |
| | 35 | (b) <i>Notice</i> : Unless otherwise stated in Box 15, the Charterers shall give the Owners minimum forty-five (45) days notice of expected date of redelivery and redelivery range, if applicable. Such notice shall be updated thirty (30) days prior to expected date of redelivery at which time the Charterers shall also nominate the definite Place of Redelivery. Notice of expected date of redelivery shall subsequently be updated ten (10), five (5) and two (2) days prior to redelivery. | 99 |
| | 36 | (c) <i>Cleanliness</i> : At the time of redelivery the Vessel shall be clean and fit to load containers and goods. | 100 |
| | 37 | (d) <i>Final Voyage</i> : The Charterers shall arrange the Vessel's trading so as to permit redelivery at the place and in the period as indicated in Boxes 14 and 19, respectively. If the Vessel is not chartered for a minimum/maximum period and the Vessel is sent on a final voyage reasonably calculated to allow redelivery within such period at the Place of Redelivery, and the voyage is prolonged for reasons beyond the Charterers' control, the Charterers shall have the use of the Vessel at the rate and on the conditions of this Charter Party for such extended time as may be required for completion of said voyage and redelivery as aforesaid. | 101 |
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| | 65 | 6. Owners' Obligations | 129 |
| | | The Owners shall deliver the Vessel in the Class indicated in Box 6 and in a thoroughly efficient state of | 130 |

PART II

BOXTIME 2004 Standard Time Charter Party for Container Vessels

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| hull and machinery and shall exercise due diligence to | 131 | cost of any fines, taxes or imposts levied and the Vessel | 199 |
| maintain the Vessel in such Class and in every way fit | 132 | shall be off hire for any time lost as a result thereof (see | 200 |
| for the service throughout the period of this Charter | 133 | Clauses 7(k) and 16(f)) and any security required shall | 201 |
| Party. | 134 | be provided by the Owners. | 202 |
| The Owners shall provide and pay the costs of the | 135 | | |
| following: | 136 | 7. Charterers' Obligations | 203 |
| (a) Lashings: | 137 | The Charterers shall provide and/or pay the costs of | 204 |
| (i) The Owners shall supply and throughout the | 138 | and/or ensure the following throughout the currency | 205 |
| currency of this Charter Party arrange for sufficient | 139 | of this Charter Party: | 206 |
| lashings and securing equipment to facilitate the | 140 | (a) Provision of Details of Containers and Goods: The | 207 |
| proper lashing and securing of the maximum | 141 | provision of full and accurate details of containers and | 208 |
| number of containers which may be carried in | 142 | goods (including any documentation required at any | 209 |
| accordance with the details provided in Box 6 and | 143 | ports of call), their weights and stowage positions to | 210 |
| PART III (Vessel's Description) hereto. The | 144 | the Master as early as possible but not later than upon | 211 |
| Owners warrant that both the strength of the | 145 | arrival at the port of loading, with regular updating | 212 |
| lashings and the design of the lashing patterns | 146 | thereof and the provision of a full and accurate plan of | 213 |
| are adequate for stowage in accordance with the | 147 | the stowage of all containers and goods actually loaded | 214 |
| Cargo Securing Manual and that these have been | 148 | prior to sailing. Such details shall include: | 215 |
| approved by the Vessel's Classification Society. | 149 | (i) gross weights of containers, | 216 |
| (See Clause 19(a)(iv)) | 150 | (ii) any feature of the goods requiring attention by | 217 |
| (ii) The Master shall supervise the stevedores | 151 | the crew during the voyage, including, but not | 218 |
| undertaking the tasks outlined in Clause 7(b) and | 152 | limited to, any hazardous or other dangerous | 219 |
| ensure that all lashings are regularly checked | 153 | feature and/or the need for carriage within a | 220 |
| whilst at sea, weather permitting. | 154 | specified temperature range. | 221 |
| (b) Crew Assistance which shall include: | 155 | (b) Stevedoring: All stevedoring operations during the | 222 |
| (i) preparing the Vessel's cranes, derricks, winches | 156 | currency of this Charter Party including, but not limited to, | 223 |
| and/or cargo handling gear for use, | 157 | receipt, loading, handling, stowing, lashing, securing, | 224 |
| (ii) opening and closing any hatches (other than | 158 | unsecuring, unlashings, unstowing, discharging, tallying and | 225 |
| pontoon type hatches), ramps and other means | 159 | delivering of all containers and uncontainerised goods. | 226 |
| of access to containers and goods, | 160 | (c) Lashings: Should any additional or alternative | 227 |
| (iii) docking, undocking and shifting operations in port, | 161 | lashings to those supplied by the Owners be required, | 228 |
| (iv) bunkering, | 162 | these shall be supplied by the Charterers at their | 229 |
| (v) maintaining power during loading and discharging | 163 | expense and such additional or alternative lashings to | 230 |
| operations, | 164 | be classification society approved and in good working | 231 |
| (vi) instructing crane drivers and winchmen in use of | 165 | order. Should the Charterers supply gear or equipment, | 232 |
| Vessel's gear, | 166 | the Master shall keep a record and care for them. Such | 233 |
| (vii) plugging/unplugging, monitoring and recording | 167 | gear or equipment shall be redelivered to the Charterers | 234 |
| performances of the Charterers' refrigerated | 168 | in the same condition as when supplied fair wear and | 235 |
| containers and power packs, weather permitting. | 169 | tear excepted. | 236 |
| (See Clause 20) | 170 | (d) Condition of Containers: All containers carried | 237 |
| The above services shall be rendered by the crew if | 171 | pursuant to this Charter Party shall be constructed to a | 238 |
| required, provided port and local labour regulations | 172 | design approved by a classification society and properly | 239 |
| permit, and any overtime incurred shall be for the | 173 | maintained. Reefer containers shall have passed a "pre- | 240 |
| account of the Owners. | 174 | trip inspection" and shall be in good working order. | 241 |
| (c) Documentation: Any documentation relating to the | 175 | (e) Stowage in Containers: The proper and careful | 242 |
| Vessel as required at the commencement of this Charter | 176 | loading, stowage, lashing and securing of the goods in | 243 |
| Party to permit the Vessel to trade within the Trading | 177 | the containers (including securing to flat rack containers). | 244 |
| Limits provided in Box 16, including but not limited to | 178 | (f) Stowage: The Charterers shall ensure that | 245 |
| international tonnage certificate, Suez and Panama | 179 | stowage is effected in accordance with the requirements | 246 |
| tonnage certificates, certificate of registry, certificates | 180 | of this Charter Party and that stack and tier weights | 247 |
| relating to the Vessel's gear and equipment and | 181 | and lashing gear break loads are not exceeded. | 248 |
| certificates of financial responsibility for oil pollution as | 182 | (g) Operating Expenses: All port charges, light and | 249 |
| long as such oil pollution certificates can be obtained | 183 | canal dues, customary pilotage, towage, consular | 250 |
| by the Owners in the market on ordinary commercial | 184 | charges, and all other charges and expenses relating | 251 |
| terms. Such documentation shall be maintained during | 185 | to the operation of the Vessel not otherwise provided | 252 |
| the currency of this Charter Party as necessary. (See | 186 | for in this Charter Party, other than charges or expenses | 253 |
| Clause 11 (a)) | 187 | relating to the crew. | 254 |
| (d) Insurance of the Vessel: (See Clause 23) | 188 | (h) Bunker Fuel: (See Clause 12) | 255 |
| (e) Deratisation: The provision of certificates of | 189 | (i) Agency Costs: All agency fees and expenses for | 256 |
| deratisation at the commencement of this Charter Party | 190 | normal ship's husbandry at all ports or places of call. | 257 |
| and the renewal thereof throughout the currency of this | 191 | (j) Advances to Master: At ports where it is practically | 258 |
| Charter Party, except if this is required as a result of | 192 | possible the Charterers shall procure that their local | 259 |
| the Charterers' containers and goods carried and/or | 193 | agents shall, upon request by the Master, make funds | 260 |
| ports visited under this Charter Party, in which case all | 194 | available to him, which advances the Charterers may | 261 |
| expenses caused thereby shall be for the account of | 195 | recoup from the Owners by deduction from the hire | 262 |
| the Charterers. | 196 | payments in accordance with Clause 8(d). Such | 263 |
| (f) Smuggling: In the event of smuggling by the | 197 | payments shall be subject to a 2.5 per cent. commission | 264 |
| Master, Officers and/or crew, the Owners shall bear the | 198 | payable to the Charterers. | 265 |

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BOXTIME 2004 Standard Time Charter Party for Container Vessels

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| (k) Contraband: In the event that contraband and/or unmanifested goods are found to have been shipped as part of the goods and/or in containers on board, any fines, penalties or taxes levied shall be for the Charterers' account, and the Vessel shall remain on hire during any time lost as a result thereof. In this event any security required shall be provided by the Charterers. | 266 267 268 269 270 271 272 273 | 9. Off Hire | 333 |
| | | After delivery in accordance with Clause 1 hereof, the Vessel shall remain on hire until redelivered in accordance with Clause 5, except for the following periods: | 334 335 336 337 |
| | | (a) Unable to Comply with Instructions: If the Vessel is unable to comply with the instructions of the Charterers on account of: | 338 339 340 |
| | | (i) any damage, defect, breakdown, or deficiency of the Vessel's hull, machinery, equipment or repairs or maintenance thereto, including drydocking, excepting those occasions when Clauses 11(b) and 16(h) apply, | 341 342 343 344 345 |
| | | (ii) any deficiency of the Master, Officers and/or crew, including the failure, refusal or inability of the Master, Officers and/or crew to perform service immediately required, whether or not within the control of the Owners, | 346 347 348 349 350 |
| | | (iii) arrest of the Vessel at the suit of a party where a claim is not caused by the Charterers, their servants, agents or sub-contractors (see Clause 6(f)), | 351 352 353 354 |
| | | (iv) any delay occasioned by any breach by the Owners of any obligation or warranty in this Charter Party, | 355 356 357 |
| | | (v) the terms of employment of Master, Officers and/or crew, | 358 359 |
| | | then payment of hire shall cease for the time thereby lost. | 360 361 |
| | | (b) Deviation: In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which the vessel is bound under the instructions of the Charterers) other than to save life or property, hire shall cease to be payable from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given to the Owners for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel alter course to avoid bad weather or be driven into port or anchorage by stress of weather, the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account. | 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 |
| | | (c) Requisitions: Should the Vessel be requisitioned by any government or governmental authority during the period of this Charter Party, it shall be off hire during the period of such requisition and any hire or other compensation paid by any government or governmental authority in respect of such requisition shall be paid to the Owners. However, the Charterers shall have the option of cancelling the balance period of this Charter Party, provided this option is exercised within 14 days of receipt of notice of requisition. | 378 379 380 381 382 383 384 385 386 387 |
| | | (d) Addition to Charter Period: Any time during which the Vessel is off hire under this Charter Party may be added to the charter period, at the option of the Charterers. Such option shall be declared not less than two months before the earliest possible redelivery date of the period in which the off hire occurred or, if less than two months before the earliest possible redelivery date, latest two weeks after the off hire period ended. If the Charterers exercise their option to extend the charter period pursuant to this sub-clause, the charter period shall be deemed to include such extension and hire shall be payable at the rate(s) which would otherwise have been payable during each period of off hire. | 388 389 390 391 392 393 394 395 396 397 398 399 400 |
| 8. Hire | 274 | | |
| (a) Rate: The Charterers shall pay hire per day or pro rata for any part of a day from the time the Vessel is delivered to the Charterers until her redelivery to the Owners, in the currency and at the rate stated in Box 21. All calculation of hire shall be made by reference to UTC (Universal Time Coordinated). | 275 276 277 278 279 280 | | |
| (b) Payment: Subject to sub-clause (d) payment of hire shall be made in advance in full, without discount every 15 days to the Owners' bank account designated in Box 22 or to such other account as the Owners may from time to time designate in writing, in funds available to the Owners on the due date. | 281 282 283 284 285 286 | | |
| (c) Default: Where there is a failure to pay hire by the due date, the Owners shall notify the Charterers in writing of such failure. Within two (2) banking days (as recognised at the place of payment stated in Box 22) of receipt of such notification the Charterers shall pay the amount due, failing which the Owners shall have the right to suspend the performance of any or all of their obligations under this Charter Party and/or to withdraw the Vessel. If the Owners elect to suspend performance of the Charter in respect of a particular late payment, they may still, notwithstanding that suspension of performance, withdraw the Vessel from the Charter in respect of that late payment provided they give a further twenty-four (24) hours' notice in writing of their intention to withdraw. Under no circumstances shall the act of suspending performance be construed as a waiver by the Owners of the right to withdraw in respect of the continuing failure to pay hire or any subsequent late payment of hire under this Charter Party. Throughout any period of suspended performance under this Clause, the Vessel is to be and shall remain on hire. The Charterers undertake to indemnify the Owners in respect of any liabilities incurred by the Owners under the bill of lading, waybill or any other contract of carriage as a consequence of the Owners' proper suspension of and/or withdrawal from any or all of their obligations under this Charter Party. | 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 | | |
| (d) Deductions: On production of supporting vouchers the Charterers shall be entitled to deduct from the next hire due any expenditure incurred on behalf of the Owners under this Charter Party. If such expenditure is incurred in a currency other than that in which hire is payable, conversion into such currency for the purpose of deduction shall be effected at the rate of exchange prevailing on the date the expenditure was incurred. | 315 316 317 318 319 320 321 322 | | |
| (e) Redelivery Adjustment: Should the Vessel be on her voyage towards the port or place of redelivery at the time payment of hire becomes due, said payment shall be made for the estimated time necessary to complete the voyage, less the estimated value of the fuels remaining on board at redelivery. When the Vessel is redelivered to the Owners any undisputed difference shall be refunded to or paid by the Charterers as appropriate, but not later than thirty (30) days after redelivery of the Vessel. | 323 324 325 326 327 328 329 330 331 332 | | |

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BOXTIME 2004 Standard Time Charter Party for Container Vessels

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| 10. Loss of Vessel | 401 | fuels on board on delivery at the price stated in Box 9 | 467 |
| Should the Vessel be lost, or become a constructive | 402 | and the Owners shall purchase the fuels on board on | 468 |
| total loss, hire shall cease at 1200 UTC on the day of | 403 | redelivery at the price stated in Box 10. The value of | 469 |
| her loss or constructive total loss, and if missing, from | 404 | the fuels on delivery shall be paid together with the first | 470 |
| 1200 UTC on the date when last heard of, and any | 405 | instalment of hire. | 471 |
| hire paid in advance and not earned shall be returned | 406 | (d) Bunkering: | 472 |
| to the Charterers and payment of any hire due shall | 407 | (i) The Charterers shall supply fuels of the speci- | 473 |
| be deferred until the Vessel is reported safe. | 408 | cations and grades stated in Box 8. The fuels shall | 474 |
| | | be of a stable and homogeneous nature and | 475 |
| | | unless otherwise agreed in writing, shall comply | 476 |
| | | with ISO standard 8217:1996 or any subsequent | 477 |
| | | amendments thereof. The Chief Engineer shall | 478 |
| | | co-operate with the Charterers' bunkering agents | 479 |
| | | and fuel suppliers and comply with their require- | 480 |
| | | ments during bunkering, including but not limited | 481 |
| | | to checking, verifying and acknowledging | 482 |
| | | sampling, readings or soundings, meters, etc. | 483 |
| | | before, during and/or after delivery of fuels. | 484 |
| | | (ii) During delivery a representative sample of each | 485 |
| | | grade of fuels shall be drawn throughout the entire | 486 |
| | | bunkering operation and that sample shall be | 487 |
| | | thoroughly mixed and carefully divided into four | 488 |
| | | (4) identical samples. The sample shall be drawn | 489 |
| | | at a point as close as possible to the Vessel's | 490 |
| | | bunker manifold. | 491 |
| | | (iii) The four (4) identical samples shall be securely | 492 |
| | | sealed and provided with labels showing the | 493 |
| | | Vessel's name, identity of delivery facility, product | 494 |
| | | name, delivery date and place and point of | 495 |
| | | sampling and seal number, authenticated with the | 496 |
| | | Vessel's stamp and signed by the Suppliers' | 497 |
| | | representative and the Master of the Vessel or | 498 |
| | | his authorised representative. Two samples shall | 499 |
| | | be retained by the Vessel and two by the | 500 |
| | | Charterers or their representative. | 501 |
| | | (iv) The Owners shall have the right to participate in | 502 |
| | | a recognised fuel testing programme, in which | 503 |
| | | case one of the two samples retained by the | 504 |
| | | Vessel shall be forwarded for such testing. The | 505 |
| | | cost of same shall be equally split between the | 506 |
| | | Owners and the Charterers against presentation | 507 |
| | | of original invoice and the result of the testing shall | 508 |
| | | be shared between the parties. If any claim should | 509 |
| | | arise in respect of the quality or specification or | 510 |
| | | grades of the fuels supplied, the remaining | 511 |
| | | samples of the fuels retained as aforesaid shall | 512 |
| | | be analysed by a qualified and independent | 513 |
| | | laboratory not identical to that performing the fuel | 514 |
| | | testing programme above. | 515 |
| | | (e) Liability: The Charterers shall be liable for any loss | 516 |
| | | or damage to the Owners or the Vessel caused by the | 517 |
| | | supply of unsuitable fuels or fuels which do not comply | 518 |
| | | with the specifications and grades set out in Box 8 and | 519 |
| | | the Owners shall not be held liable for any reduction in | 520 |
| | | the Vessel's speed performance and/or increased | 521 |
| | | bunker consumption nor for any time lost and any other | 522 |
| | | consequences arising as a result of such supply. | 523 |
| | | (f) BIMCO Fuel Sulphur Content Clause: | 524 |
| | | Notwithstanding anything else contained in this Char- | 525 |
| | | ter Party, the Charterers shall supply fuels of such speci- | 526 |
| | | fications and grades to permit the Vessel, at all times, | 527 |
| | | to meet the maximum sulphur content requirements of | 528 |
| | | any emission control zone when the Vessel is trading | 529 |
| | | within that zone. | 530 |
| | | The Charterers shall indemnify, defend and hold | 531 |
| | | harmless the Owners in respect of any loss, liability, | 532 |
| | | delay, fines, costs or expenses arising or resulting from | 533 |
| | | the Charterers' failure to comply with this Clause. | 534 |
| 11. Vessel's Gear and Equipment | 409 | | |
| (a) Regulations: The Vessel's cargo gear, if any, and | 410 | | |
| any other related equipment shall comply with the law | 411 | | |
| and national regulations of the countries to which the | 412 | | |
| Vessel may be employed and the Owners shall ensure | 413 | | |
| that the Vessel is at all times in possession of valid | 414 | | |
| certificates to establish compliance with such regulations. | 415 | | |
| If stevedores are not permitted to work due to failure of | 416 | | |
| the Master and/or the Owners to comply with the | 417 | | |
| aforementioned regulations or because the Vessel is not | 418 | | |
| in possession of such valid certificates, then the | 419 | | |
| Charterers may suspend hire for the time lost thereby | 420 | | |
| and the Owners shall pay all expenses incurred incidental | 421 | | |
| to and resulting from such failure. (See Clause 6(c)). | 422 | | |
| (b) Breakdown of Vessel's Gear: The Owners shall | 423 | | |
| exercise due diligence in ensuring that all cargo handling | 424 | | |
| gear, including derricks/cranes/winches, if any, shall be | 425 | | |
| kept in good working order. In the event of loss of time | 426 | | |
| due to a breakdown of derrick(s), crane(s) or winch(es) | 427 | | |
| for any period by reason of disablement or insufficient | 428 | | |
| power, the hire shall be reduced for the actual time lost | 429 | | |
| thereby during loading/discharging unless the lost time | 430 | | |
| is caused by negligence of the Charterers or their | 431 | | |
| servants. If the Charterers continue working by using | 432 | | |
| shore-crane(s) the Vessel shall remain on hire and the | 433 | | |
| Owners shall pay the cost of shore cranes to an | 434 | | |
| amount not exceeding the amount of hire payable to | 435 | | |
| the Owners for such period. | 436 | | |
| (c) Suez and Panama Canal: During the currency of | 437 | | |
| this Charter Party the Vessel shall be equipped with all | 438 | | |
| necessary fittings in good working order for Suez and | 439 | | |
| Panama Canal transit. | 440 | | |
| (d) Lighting: The Vessel shall supply, free of expense | 441 | | |
| to the Charterers, sufficient lighting on deck and in holds | 442 | | |
| to permit 24 hour working. | 443 | | |
| (e) Refrigeration: The Owners shall exercise due | 444 | | |
| diligence in ensuring that all reefer plugs and the | 445 | | |
| Vessel's generator(s) as described in PART III (Vessel's | 446 | | |
| Description) are maintained in good working order | 447 | | |
| throughout the currency of this Charter Party. | 448 | | |
| 12. Bunker Fuel | 449 | | |
| (a) Quantity at Delivery/Redelivery: The Vessel shall | 450 | | |
| be delivered with about the quantity of fuels stated in | 451 | | |
| Box 9 and, unless indicated to the contrary in Box 10, | 452 | | |
| the Vessel shall be redelivered with about the same | 453 | | |
| quantity, provided that the quantity of fuels at redelivery | 454 | | |
| is at least sufficient to allow the Vessel to safely reach | 455 | | |
| the nearest port at which fuels of the required type or | 456 | | |
| better are available. | 457 | | |
| (b) Bunkering prior to Delivery/Redelivery: Provided | 458 | | |
| that it can be accomplished at scheduled ports, without | 459 | | |
| hindrance to the operation of the Vessel, and by prior | 460 | | |
| arrangement between the parties, the Owners shall | 461 | | |
| allow the Charterers to bunker for the account of the | 462 | | |
| Charterers prior to delivery and the Charterers shall | 463 | | |
| allow the Owners to bunker for the account of the | 464 | | |
| Owners prior to redelivery. | 465 | | |
| (c) Purchase Price: The Charterers shall purchase the | 466 | | |

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| For the purpose of this Clause, "emission control zone" shall mean zones as stipulated in MARPOL Annex VI and/or zones regulated by regional and/or national authorities such as, but not limited to, the EU and the US Environmental Protection Agency. | 535 536 537 538 539 | the Charterers shall have full access to all the Vessel's logs, rough and official, covering this period. The Owners undertake to produce copies of all such documentation promptly upon request of the Charterers. | 601 602 603 604 |
| 13. Master | 540 | (e) Witnesses: The Owners shall endeavour to assist the Charterers to trace witnesses as may be requested by the Charterers, to give testimony in connection with matters arising in relation to this Charter Party, at the Charterers' expense. | 605 606 607 608 609 |
| The Master shall be conversant with the English language and, although appointed by the Owners, shall at all times during the currency of this Charter Party be under the orders and directions of the Charterers as regards employment, agency or other arrangements. The Master shall prosecute all voyages with due dispatch and supervise loading and discharging operations to ensure that the seaworthiness of the Vessel is not affected. | 541 542 543 544 545 546 547 548 549 | (f) Replacement of Master and Officers: If the Charterers shall have reason to be dissatisfied with the conduct of the Master or Officers, the Owners shall, on receiving particulars of the complaint, investigate same and, if necessary, replace the offending party(ies) at their expense. | 610 611 612 613 614 615 |
| The Charterers recognize the principles stated in IMO Resolution A.443(XI) as regards maritime safety and protection of the marine environment and shall not prevent the Master from taking any decision in this respect which in his professional judgement is necessary. | 550 551 552 553 554 555 | (g) Supercargo, Communication Facilities and Vtualling: The Master shall: | 616 617 |
| The Charterers may supply the Master with weather routeing information during the currency of this Charter Party. In this event the Master shall comply with the reporting procedure of the Charterers' weather routing service. | 556 557 558 559 560 | (i) provide and maintain a clean and adequate room for the Charterers' supercargo, if any, furnished to the same standard as the Officers' accommodation. The Supercargo shall be vtualled with the Vessel's Officers. The Supercargo shall be on board at the risk and expense of the Charterers and both the Charterers and the Supercargo shall sign the customary indemnity forms before the Supercargo boards the Vessel. | 618 619 620 621 622 623 624 625 626 |
| 14. Charterers' Requirements | 561 | (ii) permit the Charterers' use of the Vessel's communication facilities. | 627 628 |
| (a) Plans: The Owners shall, if the Charterers so request, furnish the Charterers with the following documents in English: | 562 563 564 | (iii) when requested by the Charterers or their agents, vtual other officials and servants of the Charterers. | 629 630 631 |
| (i) General Arrangement Plan | 565 | The Charterers shall pay to the Owners the lumpsum covering the expenses listed in sub-clauses (i), (ii) and (iii) above as agreed in Box 24. | 632 633 634 |
| (ii) Capacity Plan | 566 | (h) Representation: Expenses for representation incurred by the Master for the Charterers' account and benefit shall be settled by the Charterers' payment of the lumpsum stated in Box 25. The Charterers shall indemnify the Owners against all consequences and/or liabilities including customs fines which may result from such representation. | 635 636 637 638 639 640 641 |
| (iii) Container Stowage Plan | 567 | (i) Sub-Letting: Subject to the prior consent of the Owners, which shall not be unreasonably withheld, the Charterers shall have the right to sub-let all or part of the Vessel whilst remaining responsible to the Owners for the performance of this Charter Party. | 642 643 644 645 646 |
| (iv) Manual(s) for Lashing and Securing of Containers/ Cargo on Deck and (where the Vessel is not cellular) Under-Deck. Such Manual(s) shall be approved by the Vessel's Classification Society | 568 569 570 571 | (j) Inspections: The Charterers shall, upon giving reasonable notice, have the right to a superficial inspection of the Vessel in their time and the Master shall within reason co-operate with the Charterers to facilitate their inspection of the Vessel. The Charterers shall pay for any and all expenses associated with such inspection and the Owners shall be entitled to receive a copy of the report. | 647 648 649 650 651 652 653 654 |
| (v) Trim and Stability Book | 572 | (k) Substitution and Sub-Contracting: Unless the Charterers' prior consent be obtained in writing, which shall not be unreasonably withheld, the Owners may not: | 655 656 657 |
| (vi) Hydrostatic Curves Plan | 573 | (i) substitute any other vessel for that named herein, even though it might be of identical specification, before, at the beginning of or throughout the currency of this Charter Party or, | 658 659 660 661 |
| (vii) Loading Scale | 574 | (ii) throughout the currency of this Charter Party change the management of the Vessel. In the event of any sub-contracting the Owners shall remain responsible for the performance of this Charter Party or, | 662 663 664 665 666 |
| (viii) Tank Plan | 575 | (iii) change the flag of the Vessel. | 667 |
| and any other operational documents that the Charterers may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redelivery. | 576 577 578 579 580 | (l) Laid-Up Returns: At the written request of the | 668 |
| (b) Flag, Funnel and Name: The Charterers, if required, shall be allowed to fly their house flag, paint the funnel in the Charterers' colours and/or the name of the Line on the Vessel's side, change the Vessel's name, subject to the authorities' approval, all during the currency of this Charter Party. If the Charterers elect to exercise any or all of these options all alterations necessary shall be effected during the Charterers' time and at the Charterers' expense. Unless the Owners elect to waive this requirement or enter into an alternative agreement with the Charterers, the Vessel shall be returned to its condition prior to the commencement of this Charter Party at the Charterers' expense before redelivery. | 581 582 583 584 585 586 587 588 589 590 591 592 593 | | |
| (c) Ballast Warranty: The Owners warrant that the Vessel is capable of operating under this Charter Party in ballast without requiring any solid ballast but using fuel and water ballast only. | 594 595 596 597 | | |
| (d) Logs: The Owners shall maintain full deck, engine room and, where appropriate, refrigeration logs in English during the currency of this Charter Party and | 598 599 600 | | |

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Charterers, the Owners shall at any time provide an estimate of any economies which may be possible in the event of laying up the Vessel. The Charterers shall then have the right to order the laying-up of the Vessel at any time and for any period of time at a safe berth or safe place in their option, and in the event of such laying up the Owners shall promptly take reasonable steps to effect all the economies in operating costs. The laying-up port or place and laid-up arrangements shall be subject to approval by the Owners' insurers. Laying-up preparation and reactivation cost, and all other expenses incurred, including, but not limited to, underwater cleaning and repainting of the hull, shall be for the Charterers' account. The Charterers shall give sufficient notice of their intention in this respect to enable the Owners to make necessary arrangements for decommissioning and recommissioning. The Owners must give prompt credit to the Charterers for all economies achieved. Any returns of premium or calls payable to the Owners by reason of the Vessel remaining within the confines of any port area in excess of any minimum period provided for in the Owners' insurance policies shall be remitted to the Charterers upon receipt by the Owners, provided the Vessel was on hire for the full period, otherwise such return shall be shared pro rata between the Owners and the Charterers according to the proportion of qualifying time on and off hire.

15. Owners' Requirements

(a) Maintenance: Without prejudice to the provisions of Clause 9(a)(i), the Owners have the right to take the Vessel out of service at any time for emergency repairs, and by prior arrangement with the Charterers for routine maintenance, including drydocking. The Owners shall endeavour to accommodate the Charterers' requirements in determining the timing of such maintenance and the Charterers shall endeavour to accommodate the Owners' choice of location for maintenance.

(b) General Average: General average shall be adjusted at the place as indicated in Box 31 according to the York-Antwerp Rules 1994.

(c) Salvage: All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under this Charter Party for time lost in the salvage, damage to the Vessel and fuel consumed. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to settle its amount.

(d) Liens: The Charterers warrant that they will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. In no event shall the Charterers procure, nor permit to be procured, for the Vessel any supplies, necessities or services without previously obtaining a statement, signed by an authorised representative of the furnisher thereof, acknowledging that such supplies, necessities or services are being furnished on the credit of the Charterers and not on the credit of the Vessel or of the Owners and that the furnisher claims no maritime lien on the Vessel therefor. The Owners shall have a lien on all shipped cargo and/or containers before or after discharge and on all sub-freights and/or sub-hire including deadfreight and demurrage, for any amount due under this Charter Party

including but not limited to unpaid charter hire, unreimbursed Charterers' expenses initially paid by the Owners, and contributions in general average properly due.

16. Sundry Matters

(a) Watchmen: The cost of compulsory shore gangway watchmen shall be borne by the Charterers throughout the currency of this Charter Party.

(b) Compulsory Garbage Removal: Compulsory garbage removal costs shall be borne by the Charterers unless garbage is actually discharged from the Vessel.

(c) Stowaways:

(i) The Charterers shall exercise due care and diligence in preventing stowaways from gaining access to the Vessel by means of secreting away in cargo or containers shipped by the Charterers.

(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the cargo and/or containers shipped by the Charterers, this shall amount to breach of this Charter Party for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.

(iii) Should the Vessel be arrested as a result of the Charterers' breach of this Charter Party according to sub-clause (ii) above, the Charterers shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel.

(iv) If, despite the exercise of due care and diligence of the Owners, stowaways have gained access to the Vessel by means of other than secreting away in the cargo and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account.

(v) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the cargo and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel.

(d) On/Off Hire Surveys: Joint on and off hire surveys shall be conducted by mutually acceptable surveyors at the Places of Delivery and Redelivery, respectively. The on hire survey shall be conducted in the Charterers' time. The off hire survey shall be in the Owners' time unless conducted simultaneously with the Charterers' operations. Both surveys shall cover the condition of the Vessel and her equipment as well as quantities of fuels remaining on board. The Owners shall instruct the Master to co-operate with the surveyors in conducting such surveys. The cost of on/off hire surveys shall be equally shared by the Owners and the Charterers.

(e) Sub-Contractors: In this Charter Party the term "sub-contractor" shall mean sub-contractors and their respective servants and agents.

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| (f) Anti-Drug Clause: | 803 | or their agents, in writing, within 24 hours of the | 871 |
| The Charterers warrant to exercise the highest degree | 804 | occurrence or as soon as possible thereafter but | 872 |
| of care and diligence in preventing unmanifested | 805 | latest when the damage could have been | 873 |
| narcotic drugs and/or any other illegal substances being | 806 | discovered by the exercise of due diligence. The | 874 |
| loaded or concealed on board the Vessel. | 807 | Master shall use his best efforts to obtain written | 875 |
| Non-compliance with the provisions of this Clause shall | 808 | acknowledgement by the party or parties causing | 876 |
| amount to breach of warranty for the consequences | 809 | damage unless the damage has been made good | 877 |
| of which the Charterers shall be liable and shall hold | 810 | in the meantime. The Charterers shall pay for | 878 |
| the Owners, the Master and the crew of the Vessel | 811 | stevedore damage whether or not payment has | 879 |
| harmless and shall keep them indemnified against all | 812 | been made by stevedores to the Charterers. | 880 |
| claims whatsoever which may arise and be made | 813 | If a lumpsum has been agreed and stated in Box | 881 |
| against them individually or jointly. Furthermore, all | 814 | 29 in respect of any replacement cost for the | 882 |
| time lost and all expenses incurred, including fines, | 815 | Vessel's lost or damaged lashing or securing | 883 |
| as a result of the Charterers' breach of the provisions | 816 | equipment, the Owners are not required to notify | 884 |
| of this Clause shall be for the Charterers' account and | 817 | the Charterers for such lost or damaged lashing | 885 |
| the Vessel shall remain on hire. | 818 | or securing equipment. | 886 |
| Should the Vessel be arrested as a result of the | 819 | (ii) Damage for which the Charterers are responsible | 887 |
| Charterers' non-compliance with the provisions of this | 820 | affecting the Vessel's seaworthiness and/or the | 888 |
| Clause, the Charterers shall at their expense take all | 821 | safety of the crew and other persons on board | 889 |
| reasonable steps to secure that within a reasonable | 822 | and/or the proper working of the Vessel and/or | 890 |
| time the Vessel is released and at their expense post | 823 | her equipment, shall be repaired by the Owners | 891 |
| bail to secure release of the Vessel. | 824 | without delay after each occurrence in the | 892 |
| The Owners shall remain responsible for all time lost | 825 | Charterers' time and shall be paid for by the | 893 |
| and all expenses incurred, including fines, in the event | 826 | Charterers upon receipt of the Owners' invoice. | 894 |
| that unmanifested narcotic drugs and other illegal | 827 | (iii) Damage for which the Charterers are responsible | 895 |
| substances are found in the possession or effects of | 828 | neither affecting the Vessel's seaworthiness, nor | 896 |
| the Vessel's personnel. | 829 | the safety of the crew or other persons on board, | 897 |
| (g) BIMCO Double Banking Clause: | 830 | nor the proper working of the Vessel, nor her | 898 |
| (i) The Charterers shall have the right, where and | 831 | equipment, shall be repaired by the Owners, | 899 |
| when it is customary and safe for vessels of | 832 | before or after redelivery, at the Charterers' option, | 900 |
| similar size and type to do so, to order the Vessel | 833 | concurrently with Owners' work. No hire will be | 901 |
| to go, lie or remain alongside another vessel or | 834 | paid to the Owners except in so far as the time | 902 |
| vessels of any size or description whatsoever or | 835 | required for the repairs for which the Charterers | 903 |
| to order such vessels to come and remain | 836 | are liable exceeds the time necessary to carry | 904 |
| alongside at such safe dock, wharf, anchorage | 837 | out the Owners' work. | 905 |
| or other place for transshipment, loading or | 838 | (i) BIMCO ISPS Clause for Time Charter Parties: | 906 |
| discharging of cargo and/or bunkering. | 839 | (i) (A) In accordance with the International Code for | 907 |
| (ii) The Charterers shall pay for and provide such | 840 | the Security of Ships and of Port Facilities and | 908 |
| assistance and equipment as may be required to | 841 | the relevant amendments to Chapter XI of SOLAS | 909 |
| enable any of the operations mentioned in this | 842 | (ISPS Code) in relation to the Vessel, the Owners | 910 |
| Clause 16(g) safely to be completed and shall give | 843 | shall procure that both the Vessel and "the | 911 |
| the Owners such advance notice as they reason- | 844 | Company" (as defined by the ISPS Code) shall | 912 |
| ably can of the details of any such operations. | 845 | comply with the requirements of the ISPS Code | 913 |
| (iii) Without prejudice to the generality of the | 846 | relating to the Vessel and "the Company". Upon | 914 |
| Charterers' rights under Clauses 16 (g)(i) and (ii), | 847 | request the Owners shall provide a copy of the | 915 |
| it is expressly agreed that the Master shall have | 848 | relevant International Ship Security Certificate (or | 916 |
| the right to refuse to allow the Vessel to perform | 849 | the Interim International Ship Security Certificate) | 917 |
| as provided in Clauses 16 (g)(i) and (ii) if in his | 850 | to the Charterers. The Owners shall provide the | 918 |
| reasonable opinion it is not safe so to do. | 851 | Charterers with the full style contact details of the | 919 |
| (iv) The Owners shall be entitled to insure any | 852 | Company Security Officer (CSO). | 920 |
| deductible under the Vessel's hull policy and the | 853 | (B) Except as otherwise provided in this Charter | 921 |
| Charterers shall reimburse the Owners any | 854 | Party, loss, damage, expense or delay, excluding | 922 |
| additional premium(s) required by the Vessel's | 855 | consequential loss, caused by failure on the part | 923 |
| Underwriters and/or the cost of insuring any | 856 | of the Owners or "the Company" to comply with | 924 |
| deductible under the Vessel's hull policy. | 857 | the requirements of the ISPS Code or this Clause | 925 |
| (v) The Charterers shall further indemnify the Owners | 858 | shall be for the Owners' account. | 926 |
| for any costs, damage and liabilities resulting from | 859 | (ii) (A) The Charterers shall provide the CSO and the | 927 |
| such operation. The Vessel shall remain on hire | 860 | Ship Security Officer (SSO)/Master with their full | 928 |
| for any time lost including periods for repairs as | 861 | style contact details and, where sub-letting is | 929 |
| a result of such operation. | 862 | permitted under the terms of this Charter Party, | 930 |
| (h) Damage to Vessel/Equipment: | 863 | shall ensure that the contact details of all sub- | 931 |
| (i) Notwithstanding anything contained herein to the | 864 | charterers are likewise provided to the CSO and | 932 |
| contrary, when caused by the stevedores, the | 865 | the SSO/Master. Furthermore, the Charterers | 933 |
| Charterers shall be liable for | 866 | shall ensure that all sub-charter parties they enter | 934 |
| (A) any and all damage to the Vessel, and; | 867 | into during the period of this Charter Party contain | 935 |
| (B) any replacement cost for the Vessel's lost or | 868 | the following provision: | 936 |
| damaged lashing and securing equipment, | 869 | "The Charterers shall provide the Owners with their | 937 |
| provided the Master has notified the Charterers | 870 | full style contact details and, where sub-letting is | 938 |

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| permitted under the terms of the charter party, | 939 | Carrier, as defined in the Contracts of Carriage, | 1006 |
| shall ensure that the contact details of all sub- | 940 | according to the York-Antwerp Rules 1994. | 1007 |
| charterers are likewise provided to the Owners". | 941 | (4) A "Himalaya" or "Circular Indemnity" clause | 1008 |
| (B) Except as otherwise provided in this Charter | 942 | giving the Owners the benefit of the bill of lading | 1009 |
| Party, loss, damage, expense or delay, excluding | 943 | terms and conditions and/or protection from | 1010 |
| consequential loss, caused by failure on the part | 944 | tortious claims by third parties. | 1011 |
| of the Charterers to comply with this Clause shall | 945 | (5) A "Both-to-Blame Collision" clause. | 1012 |
| be for the Charterers' account. | 946 | (b) <i>Payment and Indemnity</i> : The Charterers shall pay | 1013 |
| (iii) Notwithstanding anything else contained in this | 947 | for and/or indemnify the Owners against any loss, | 1014 |
| Charter Party all delay, costs or expenses whatso- | 948 | damage or expense which results from any breach of | 1015 |
| ever arising out of or related to security regula- | 949 | the provisions of this Clause 17. | 1016 |
| tions or measures required by the port facility or | 950 | | |
| any relevant authority in accordance with the ISPS | 951 | 18. Charterers' Responsibilities/Liabilities | 1017 |
| Code including, but not limited to, security guards, | 952 | (a) <i>Claims</i> : Except as provided in Clause 19, and | 1018 |
| launch services, tug escorts, port security fees or | 953 | without prejudice to the Charterers' right to initiate | 1019 |
| taxes and inspections, shall be for the Charterers' | 954 | recovery against the Owners under Clause 19, the | 1020 |
| account, unless such costs or expenses result | 955 | Charterers shall be responsible for all third party claims | 1021 |
| solely from the Owners' negligence. All measures | 956 | in respect of any liability or expense whatsoever and | 1022 |
| required by the Owners to comply with the Ship | 957 | howsoever arising in connection with the containers and/ | 1023 |
| Security Plan shall be for the Owners' account. | 958 | or goods carried pursuant to this Charter Party or to | 1024 |
| (iv) If either party makes any payment which is for | 959 | any contract of carriage issued pursuant hereto. | 1025 |
| the other party's account according to this Clause, | 960 | (b) <i>Claims Handling</i> : The Charterers shall handle, | 1026 |
| the other party shall indemnify the paying party. | 961 | defend and/or settle at their own expense all third party | 1027 |
| | | claims in respect of any liability or expense whatsoever | 1028 |
| 17. Bills of Lading, Waybills and Other Contracts of | 962 | and howsoever arising in connection with containers | 1029 |
| Carriage | 963 | and/or goods carried pursuant to this Charter Party, save | 1030 |
| (a) <i>Signing Contracts of Carriage</i> : | 964 | for limitation proceedings. (See Clause 19(f)) | 1031 |
| (i) The Charterers and/or their agents are hereby | 965 | If any such claims as mentioned under Clause 18(a) | 1032 |
| authorised by the Owners to sign bills of lading, | 966 | shall nevertheless be made against the Owners or | 1033 |
| waybills, through bills of lading, or multimodal bills | 967 | against any vessel owned by the Owners, the Charterers | 1034 |
| of lading (hereinafter collectively referred to as | 968 | will, at the Owners' option, either: | 1035 |
| Contracts of Carriage) on the Owners' and/or | 969 | (i) take over the handling and defence of such claims | 1036 |
| Master's behalf without prejudice to the terms and | 970 | and settle same at their own expense obtaining, | 1037 |
| conditions of this Charter Party. However, if | 971 | where appropriate, releases in joint names or, | 1038 |
| requested by the Charterers in writing, the Master | 972 | (ii) put the Owners in funds to meet legal fees, | 1039 |
| shall sign Contracts of Carriage as presented. | 973 | witness and third party expenses, excluding the | 1040 |
| The Charterers shall indemnify the Owners and | 974 | Owners' own office expenses, any court judgment | 1041 |
| the Master against all consequences and liabilities | 975 | or arbitration award, and settlement payments, | 1042 |
| arising therefrom. | 976 | the Owners obtaining where appropriate releases | 1043 |
| (ii) In the event the Master, Charterers and/or their | 977 | in joint names, | 1044 |
| agents, pursuant to the provisions of Clause | 978 | without prejudice to the Charterers' right to initiate | 1045 |
| 17(a)(i) above, sign Contracts of Carriage which | 979 | recovery under the provisions of this Charter Party. | 1046 |
| extend the Owners' responsibility beyond the | 980 | (c) <i>General Indemnity</i> : The Charterers shall indemnify | 1047 |
| period during which the cargo is on board the | 981 | the Owners against any expenses, fines, liabilities, | 1048 |
| Vessel the Charterers shall indemnify the Owners | 982 | losses, damages, claims or demands which the Owners | 1049 |
| against any claims for loss, damage or expense | 983 | may incur or suffer by reason of any failure of the | 1050 |
| which may result therefrom. | 984 | containers or goods or the documentation relating thereto | 1051 |
| (iii) Neither the Charterers nor their agents shall permit | 985 | to comply with any relevant laws, regulations, directions | 1052 |
| the issue of any Contracts of Carriage (whether or | 986 | or notices of customs, port and any other authorities, or | 1053 |
| not signed on behalf of the Owners or on behalf of | 987 | by reasons of any infestation, contamination or | 1054 |
| the Charterers or on behalf of any Sub-charterers) | 988 | condemnation of containers or goods or infestation, | 1055 |
| incorporating, where not compulsorily applicable, | 989 | damage or contamination of the Vessel by the Charterers' | 1056 |
| the Hamburg Rules or any other legislation giving | 990 | containers or goods or otherwise by reason of the | 1057 |
| effect to the Hamburg Rules or any other legislation | 991 | Charterers' breach of any provisions of this Charter Party. | 1058 |
| imposing liabilities in excess of Hague or Hague- | 992 | The Charterers shall also indemnify the Owners for all | 1059 |
| Visby Rules. | 993 | loss, costs and expenses suffered by the Owners in | 1060 |
| (iv) The Charterers warrant that Contracts of Carriage | 994 | procuring the release of the Vessel where the Vessel is | 1061 |
| issued in respect of the carriage of containers and | 995 | arrested by virtue of an act or omission of the Charterers, | 1062 |
| goods under this Charter Party shall contain the | 996 | their servants or agents. | 1063 |
| following clauses: | 997 | (d) <i>Agency</i> : The Owners authorise and empower the | 1064 |
| (1) A "Clause Paramount" applying the Hague or | 998 | Charterers to act as the Owners' agents to ensure that, | 1065 |
| Hague-Visby Rules or a carriage of goods by sea | 999 | as against third parties, the Owners will have the benefit | 1066 |
| statute making either of these mandatorily | 1000 | of any immunities, exemptions or liberties regarding the | 1067 |
| applicable, in either case according to the practice | 1001 | cargo or its carriage. Subject to the provisions of Clause | 1068 |
| prevalent at the port(s) of loading. | 1002 | 17 the Charterers shall have no authority to make | 1069 |
| (2) A "New Jason" clause. | 1003 | contracts imposing any obligations whatsoever upon | 1070 |
| (3) A "General Average" clause providing for | 1004 | the Owners in respect of the cargo or its carriage. | 1071 |
| adjustment at a port or place at the option of the | 1005 | (e) <i>General Average Exclusion</i> : Nothing in this Clause | 1072 |

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18 shall apply to preclude any claim made by the owners of any property on board the Vessel for general average contribution in accordance with the York-Antwerp Rules 1994.

(f) Claims Authority: The Charterers shall make no payment in excess of the amount stated in Box 28 in settlement of a claim for which they intend to seek recovery from the Owners without prior consultation with the Owners.

The Owners authorise the Charterers to grant extensions of time in respect of such claims provided the Charterers give the Owners immediate notice thereof.

(g) Personal Injury: The Charterers shall indemnify the Owners against any claims incurred by the Owners with respect to death or personal injury of crew members whilst carrying out repair works in accordance with Clause 20. The Charterers shall further indemnify the Owners against any claims for death or personal injury made by the Charterers' servants, agents or sub-contractors, unless and to the extent that such claims are caused or contributed to by the negligence of the crew.

19. Owners' Responsibilities/Liabilities

(a) Containers and Goods: The Owners shall be liable for loss, damage or expense in respect of containers and goods arising or resulting from:

- (i) their failure to exercise due diligence before and at the commencement of the voyage to make the Vessel seaworthy and to properly man, equip and supply her and make all parts of the Vessel in which containers and goods are carried fit and safe for their reception, carriage and preservation, unless the Charterers order containers or goods to be loaded in parts of the Vessel which the Master considers to be unfit, in which case the Charterers shall indemnify the Owners and hold them harmless;
- (ii) their failure to exercise due diligence to properly and carefully carry, keep and care for the containers and goods while on board the Vessel;
- (iii) unreasonable deviation from the voyage ordered or approved by the Charterers;
- (iv) defective lashing equipment supplied by the Owners or improper lashing pattern design;
- (v) their failure to exercise due diligence to ensure that at the commencement of the voyage the lashings are executed correctly and serviced during the voyage;
- (vi) their failure to exercise due diligence to maintain in good working order the lashings and securing equipment.

(b) Charterers' Cargo: If the cargo is the property of the Charterers, the Owners shall have the same responsibilities and benefits as they would have had under this Clause had the cargo been the property of a third party and carried under a bill of lading incorporating the Hague-Visby Rules.

(c) Personal Injury: Except as provided for in Clause 18(g) and unless caused or contributed to by the negligence of the Charterers, their servants, agents or sub-contractors or any defect in the Charterers' containers and/or goods and/or gear and/or equipment, the Owners shall indemnify the Charterers against any claims for death or personal injury having a direct connection with the operation of the Vessel.

(d) Limitation of Liability: Subject always to the Owners' right to limit liability under the applicable

limitation convention, the liability of the Owners to the Charterers for loss, damage or expense in respect of goods and containers as herein provided shall be limited as follows:

(i) In respect of goods liability shall be limited to SDR666.67 per package or unit or SDR2.00 per kilo of gross weight of the goods lost or damaged, whichever is the higher.

(ii) In respect of containers, liability shall be the reasonable cost of repair or the value of the container at the time of such loss or damage, whichever is the lesser. The value of a leased container is the value stated in the lease agreement and for an owned container it is its market value. For the purpose of this Charter Party containers not owned or leased by the Charterers shall be regarded as goods for liability purposes.

(e) Cargo Claim and Time Bar: Definition - For the purpose of this Clause 19(e), "Cargo Claim" means a claim for loss, damage, shortage (including slackage, ullage or pilferage), overcarriage of or delay to cargo including customs fines or fines in respect of such loss, damage, shortage, overcarriage or delay and includes:

- (i) any legal costs or interest claimed by the original claimant making such a claim;
- (ii) all legal, Club correspondents' and experts' costs reasonably incurred in the defence of or in the settlement of the claim made by the original claimant, but shall not include any costs of whatsoever nature incurred in making a claim or in seeking an indemnity under this Charter Party.

In respect of any Cargo Claims as between the Owners and the Charterers, brought under this sub-clause 19(e), unless extensions of time have been sought or obtained from one party by the other or notice of arbitration has been given by either party, such claim(s) shall be deemed to be waived and absolutely time barred upon the expiry of two years reckoned from the date when the cargo was or should have been delivered. When the Hamburg Rules apply compulsorily the above time bar shall be extended to three years.

(f) Limitation Proceedings: The Owners shall control and conduct any limitation proceedings on the joint behalf of the Owners and the Charterers. If successful, any unrecovered costs of such proceedings shall be borne equally between the Owners and the Charterers. If unsuccessful, the costs shall be borne by the party responsible under the terms of this Charter Party for the factor which caused the proceedings to fail. If more than one factor contributed and the Owners and the Charterers were each responsible for at least one factor the costs shall be borne equally.

20. Refrigerated Goods

In respect of integral refrigerated containers or any other container with any machinery for temperature/atmosphere control containing goods, the Owners shall only be responsible for the provision of electrical power (see Clause 11(e)). The Owners shall monitor and record the performance of all such units minimum once daily whilst on board in accordance with the Charterers' instructions and to repair and rectify any breakdown, fault or deficiency which may occur in respect of such units, using the resources on board the Vessel, however always subject to weather conditions. The Charterers shall furnish the Master with separate written instructions as regards the temperature setting of each reefer container and cooling/carriage instructions to be

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maintained during the voyage. The Charterers shall
arrange for reefer repair kit and manuals to be placed
on board the Vessel which shall include specialised tools
and spare parts. Such repair kits shall be replenished
by the Charterers upon the Master's request.

If repair works are performed by the crew, all additional
expenses incurred by the Owners, including crew time
and spare parts not already supplied and paid for by
Charterers, shall be for the account of the Charterers
and during the performance of the repair work the crew
shall be considered as the Charterers' servants. The
Charterers to pay for such works as stated in Box 30.
If, however, resources on board are still insufficient,
the Owners shall immediately notify the Charterers so
they may take action to obtain any required spares or
specialised repair facilities.

Except as provided above, the Owners shall not be liable
for malfunctioning of integral refrigerated containers and
power packs put on board by the Charterers.

The Owners shall be entitled to reject and require the
Charterers to discharge any container loaded at a
temperature not within the required carriage temperature
range. If, at the Charterers' request, the Owners consent
to receive and carry such container(s), the Charterers
shall hold the Owners harmless and indemnify them
against all consequences thereof and the Bills of Lading
shall be appropriately claused. In respect of blown-air
containers, the Owners shall be responsible only to
maintain the supply of air at the required temperature to
the containers, provided proper instructions are given to
the Master by the Charterers and the containers are
presented at the carriage temperatures.

21. Exceptions

As between the Owners and the Charterers,
responsibility for any loss, damage, delay or failure
of performance under this Charter Party not dealt with
in Clauses 18 and 19 shall be subject to the following
mutual exceptions:

Act of God, act of war, act of terrorism, civil
commotions, strike, lockouts, restraint of princes and
rulers, and quarantine restrictions.

In addition, any responsibility of the Owners not dealt
with in Clause 19 shall be subject to the following
exceptions:

Any act, neglect or default of the Master, pilots or other
servants of the Owners in the navigation or management
of the Vessel, fire or explosion not due to the personal
fault of the Owners or their manager, collision or
stranding, unforeseeable breakdown of or any latent
defect in the Vessel's hull, equipment or machinery.

The above provisions shall in no way affect the
provisions as to off-hire in this Charter Party.

22. Navigation

Nothing herein stated is to be construed as a demise of
the Vessel to the Charterers. The Owners shall remain
responsible for the navigation of the Vessel, acts of pilots
and tug boats, insurance, crew, and all other matters,
same as when trading for their own account.

23. Insurances

(a) Hull and Machinery: The Owners shall insure the
Vessel under Institute Time Clauses or similar clauses
for INL trading against loss, damage and collision
liabilities for the insured value as stated in Box 23. Upon
10 days notice to the Charterers, the Owners shall be
entitled to effect any reasonable change to the insured

value of the Vessel. The Charterers shall take out
insurance for Charterers' liability to hull for the insured
value of the Vessel. The Owners agree that their insured
value for the purpose of this Clause shall represent the
Charterers maximum liability to the Owners for damage
to the Vessel in accordance with Clause 16(h), including
time spent on repairs.

(b) Protection and Indemnity (P&I): The Owners and
the Charterers shall ensure that the Vessel is fully
covered with their respective P&I Clubs as indicated in
Boxes 26 and 27. The Owners and the Charterers shall
not change P&I Clubs without the prior written consent
of the other party, which shall not be unreasonably
withheld.

(c) War Risks: Notwithstanding the provisions of
Clause 25(d)(i), the Owners shall insure the Vessel
against War Risks and War P&I Risks for INL trading
areas but excluding any restricted or prohibited areas
or areas designated as a war zone and irrespective of
whether or not insurance may be available on payment
of an additional premium.

(d) Maintenance of Insurances: The Owners and
Charterers warrant that the above insurances will be
maintained with all calls paid up to date throughout the
currency of this Charter Party.

24. BIMCO Ice Clause for Time Charter Parties

(a) 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.

(b) The Vessel shall not be required to enter or remain
in any icebound port or area, nor any port or area where
lights, lightships, markers or buoys have been or are
about to be withdrawn by reason of ice, nor where on
account of ice there is, in the Master's sole discretion,
a risk that, in the ordinary course of events, the Vessel
will not be able safely to enter and remain at the port or
area or to depart after completion of loading or
discharging. If, on account of ice, the Master in his sole
discretion considers it unsafe to proceed to, enter or
remain at the place of loading or discharging for fear of
the Vessel being frozen in and/or damaged, he shall be
at liberty to sail to the nearest ice-free and safe place
and there await the Charterers' instructions.

(c) Any delay or deviation caused by or resulting from
ice shall be for the Charterers' account and the Vessel
shall remain on-hire.

(d) Any additional premiums and/or calls required by
the Vessel's underwriters due to the Vessel entering or
remaining in any icebound port or area, shall be for the
Charterers' account.

25. War Risks (CONWARTIME 2004)

(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, hostilities,
revolution, rebellion, civil commotion, warlike
operations, laying of mines, 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

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- 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.
- (b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.
- (c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.
- (d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.
- (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.
- (e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.
- (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, body or group whatsoever acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
- (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 other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
- (v) 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.
- (g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.
- (h) If in compliance with any of the provisions of sub-clauses (b) to (g) of 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.
- 26. BIMCO Dispute Resolution Clause**
- *) (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party 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 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 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 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 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 US\$50,000 (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.

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*)**(b)** This Charter Party 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 Charter Party shall be referred to three 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, judgement 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 US\$50,000 (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. current at the time when the arbitration proceedings are commenced.

*)**(c)** This Charter Party 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 Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(d) Notwithstanding (a), (b) or (c) 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 Charter Party.

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

- (i) Either 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 of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
- (ii) The other party shall thereupon within 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 14 calendar days, failing which on the application of either party 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 does 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 to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either party 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.
- (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.)

(e) If Box 32 in PART I is not appropriately filled in, sub-clause 26(a) of this Clause shall apply. Sub-clause 26(d) shall apply in all cases.

*) *Sub-clauses 26(a), 26(b) and 26(c) are alternatives; indicate alternative agreed in Box 32.*

27. Commission

The Owners shall pay a commission at the rate stated in Box 33 to the Broker(s) stated in Box 33 on any hire paid under this Charter Party or any continuation or extension thereof. If the full hire is not paid owing to breach of Charter Party by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.

Should the parties agree to cancel this Charter Party, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.

In signing this Charter Party the Owners acknowledge their agreement with the Brokers to pay the commissions described in this Clause.

28. BIMCO Notices Clause

- (a)** All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.
- (b)** For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.

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NYPE 2015

TIME CHARTER

New York Produce Exchange Form®

November 6th, 1913 – Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946;
Revised June 12th 1981; September 14th 1993; June 3rd, 2015.

THIS CHARTER PARTY, made and concluded in . this . day of 20

Between of

as *Registered Owners/*Disponent Owners/*Time Chartered Owners (the “Owners”) of the Vessel described below

*delete as applicable

Name:

IMO Number:

Flag:

Built (year):

Deadweight All Told: metric tons

(For Vessel’s charter party description see Appendix A (Vessel Description)),

and Charterers of (the “Charterers”)

This Charter Party shall be performed subject to all the terms and conditions herein consisting of this main body including any additional clauses and addenda, if applicable, as well as Appendix A attached hereto. In the event of any conflict of conditions, the provisions of any additional clauses and Appendix A shall prevail over those of the main body to the extent of such conflict, but no further.

1. Duration/Trip Description

- (a) The Owners agree to let, and the Charterers agree to hire, the Vessel from the time of delivery, for . within below mentioned trading limits.
- (b) Trading Limits - The Vessel shall be employed in such lawful trades between safe ports and safe places within the following trading limits . as the Charterers shall direct.

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- (c) Berths - The Vessel shall be loaded and discharged in any safe anchorage or at any safe berth or safe place that the Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat.
- (d) The Vessel during loading and/or discharging may lie safely aground at any safe berth or safe place where it is customary for vessels of similar size, construction and type to lie at the following areas/ports (if this space is left blank then this sub-clause 1(d) shall not apply), if so requested by the Charterers, provided it can do so without suffering damage.

The Charterers shall indemnify the Owners for any loss, damage, costs, expenses or loss of time, including any underwater inspection required by class, caused as a consequence of the Vessel lying aground at the Charterers' request.

- (e) Sublet - The Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.

2. Delivery

- (a) The Vessel shall be delivered to the Charterers at (state port or place).
- (b) The Vessel on delivery shall be seaworthy and in every way fit to be employed for the intended service, having water ballast and with sufficient power to operate all cargo handling gear simultaneously, and, with full complement of Master, officers and ratings who meet the Standards for Training, Certification and Watchkeeping for Seafarers (STCW) requirements for a vessel of her tonnage.
- (c) The Vessel's holds shall be clean and in all respects ready to receive the intended cargo, or if no intended cargo, any permissible cargo:

(i) On *delivery; or

(ii) On *arrival at first loading port if different from place of delivery. If the Vessel fails hold inspection then the Vessel shall be off-hire from the time of rejection until the Vessel has passed a subsequent inspection.

*(c)(i) and (c)(ii) are alternatives; delete as appropriate. If no deletion then Sub-clause (c)(i) shall apply.

- (d) The Owners shall keep the Charterers informed of the Vessel's itinerary. Prior to the arrival of the Vessel at the delivery port or place, the Owners shall serve the Charterers with days' approximate and days' definite notices of the Vessel's delivery. Following the tender of any such notice the Owners shall give or allow to be given to the Vessel only such further employment orders, if any, as are reasonably expected when given to allow delivery to occur on or before the date notified. The Owners shall give the Charterers and/or their local agents notice of delivery when the Vessel is in a position to come on hire.

Vessel itinerary prior to delivery: .

- (e) Acceptance of delivery of the Vessel by the Charterers shall not prejudice their rights against the Owners under this Charter Party.

3. Laydays/Cancelling

If required by the Charterers, time on hire shall not commence before (local time) and should the Vessel not have been delivered on or before (local time) at the port or place stated in Sub-clause 2(a), the Charterers shall have the option of cancelling this Charter Party at any time but not later than the day of the Vessel's notice of delivery.

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4. Redelivery

- (a) The Vessel shall be redelivered to the Owners in like good order and condition, ordinary wear and tear excepted, at (state port or place)
- (b) The Charterers shall keep the Owners informed of the Vessel's itinerary. Prior to the arrival of the Vessel at the redelivery port or place, the Charterers shall serve the Owners with days' approximate and days' definite notices of the Vessel's redelivery. Following the tender of any such notices the Charterers shall give or allow to be given to the Vessel only such further employment orders, if any, as are reasonably expected when given to allow redelivery to occur on or before the date notified.
- (c) Acceptance of redelivery of the Vessel by the Owners shall not prejudice their rights against the Charterers under this Charter Party.

5. On/Off-Hire Survey

Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint surveyors, for their respective accounts, who shall not later than at first loading port/last discharging port respectively, conduct joint on-hire/off-hire surveys, for the purpose of ascertaining the quantity of bunkers on board and the condition of the Vessel. A single report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree.

If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party.

Any time lost as a result of the on-hire survey shall be for the Owners' account and any time lost as a result of the off-hire survey shall be for the Charterers' account.

6. Owners to Provide

- (a) The Owners shall provide and pay for the insurances of the Vessel, except as otherwise provided, and for all provisions, cabin, deck, engine-room and other necessary stores, boiler water and lubricating oil; shall pay for wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the crew/crew visas; shall maintain the Vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service, and have a full complement of Master, officers and ratings.
- (b) The Owners shall provide any documentation relating to the Vessel as required to permit the Vessel to trade within the agreed limits, including but not limited to International Tonnage Certificate, Suez and Panama tonnage certificates, Certificates of Registry, and certificates relating to the strength, safety and/or serviceability of the Vessel's gear. Such documentation shall be maintained during the currency of the Charter Party as necessary.

Owners shall also provide and maintain such Certificates of Financial Responsibility for oil pollution to permit the Vessel to trade within the agreed limits as may be required at the commencement of the Charter Party. However, in the event that, at the time of renewal, a Certificate of Financial Responsibility is unavailable in the market place, or, the premium for same increases significantly over the course of the Charter Party, then Owners and Charterers shall discuss each with the other to find a mutually agreeable solution for same, failing such solution the port(s) that require said Certificate of Financial Responsibility are to be considered as added to the Vessel's trading exclusions. (See also Clause 18 (Pollution)).

- (c) The Vessel to work night and day if required by the Charterers, with crew opening and closing hatches, when and where required and permitted by shore labor regulations, otherwise shore labor for same shall be for the Charterers' account.

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7. Charterers to Provide

- (a) The Charterers, while the Vessel is on-hire, shall provide and pay for all the bunkers except as otherwise agreed; shall pay for port charges (including compulsory garbage disposal), compulsory gangway watchmen and cargo watchmen, compulsory and/or customary pilotages, canal dues, towages, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the Vessel), and all other usual expenses except those stated in Clause 6, but when the Vessel puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all such charges incurred shall be paid by the Owners.
- (b) Fumigations ordered because of illness of the crew or for infestations prior to delivery under this Charter Party shall be for the Owners' account. Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account.
- (c) The Charterers shall provide and pay for necessary dunnage, lashing materials and also any extra fittings requisite for a special trade or unusual cargo, but the Owners shall allow them the use of any dunnage already aboard the Vessel. Prior to redelivery the Charterers shall remove their dunnage, fittings and lashing materials at their cost and in their time.

8. Performance of Voyages

- (a) Subject to Clause 38 (Slow Steaming) the Master shall perform the voyages with due despatch and shall render all customary assistance with the Vessel's crew. The Master shall be conversant with the English language and (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and the Charterers shall perform all cargo handling, including but not limited to loading, stowing, trimming, lashing, securing, dunnaging, unlashings, discharging, and tallying, at their risk and expense, under the supervision of the Master.
- (b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in appointments.

9. Bunkers

- (a) Bunker quantities and prices

*(i) The Charterers on delivery, and the Owners on redelivery or any termination of this Charter Party, shall take over and pay for all bunkers remaining on board the Vessel as hereunder. The Vessel's bunker tank capacities shall be at the Charterers' disposal. Bunker quantities and prices on delivery/redelivery to be .

*(ii) The Owners shall provide sufficient bunkers onboard to perform the entire time charter trip. The Charterers shall not bunker the Vessel, and shall pay with the first hire payment for the mutually agreed estimated bunker consumption for the trip, namely metric tons at (price). Upon redelivery any difference between estimated and actual consumption shall be paid by the Charterers or refunded by the Owners as the case may be.

*(iii) The Charterers shall not take over and pay for bunkers Remaining On Board at delivery but shall redeliver the Vessel with about the same quantities and grades of bunkers as on delivery. Any difference between the delivery quantity and the redelivery quantity shall be paid by the Charterers or the Owners as the case may be. The price of the bunkers shall be the net contract price paid by the receiving party, as evidenced by suppliers' invoice or other supporting documents.

*(i), (ii) and (iii) are alternatives; delete as applicable. If neither Sub-clause (i), (ii) nor (iii) is deleted then Sub-clause (i) shall apply.

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(b) Bunkering Prior to Delivery/Redelivery

Provided that it can be accomplished at ports of call, without hindrance to the working or operation of or delay to the Vessel, and subject to prior consent, which shall not be unreasonably withheld, the Owners shall allow the Charterers to bunker for their account prior to delivery and the Charterers shall allow the Owners to bunker for their account prior to redelivery. If consent is given, the party ordering the bunkering shall indemnify the other party for any delays, losses, costs and expenses arising therefrom.

(c) Bunkering Operations and Sampling

(i) The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers during bunkering. Such cooperation shall include connecting/disconnecting hoses to the Vessel's bunker manifold, attending sampling, reading gauges or meters or taking soundings, before, during and/or after delivery of fuels.

(ii) During bunkering a primary sample of each grade of fuels shall be drawn in accordance with the International Maritime Organization (IMO) Resolution Marine Environment Protection Committee (MEPC) MEPC.182(59) Guidelines for the Sampling of Fuel Oil for Determination of Compliance with the Marine Pollution Convention (MARPOL) 73/78 Annex VI or any subsequent amendments thereof. Each primary sample shall be divided into no fewer than five (5) samples; one sample of each grade of fuel shall be retained on board for MARPOL purposes and the remaining samples of each grade distributed between the Owners, the Charterers and the bunker suppliers.

(iii) The Charterers warrant that any bunker suppliers used by them to bunker the Vessel shall comply with the provisions of Sub-clause (c)(ii) above.

(iv) Bunkers of different grades, specifications and/or suppliers shall be segregated into separate tanks within the Vessel's natural segregation. The Owners shall not be held liable for any restriction in bunker capacity as a result of segregating bunkers as aforementioned.

(d) Bunker Quality and Liability

(i) The Charterers shall supply bunkers of the agreed specifications and grades: The bunkers shall be of a stable and homogeneous nature and suitable for burning in the Vessel's engines and/or auxiliaries and, unless otherwise agreed in writing, shall comply with the International Organization for Standardization (ISO) standard 8217:2012 or any subsequent amendments thereof. If ISO 8217:2012 is not available then the Charterers shall supply bunkers which comply with the latest ISO 8217 standard available at the port or place of bunkering.

(ii) The Charterers shall be liable for any loss or damage to the Owners or the Vessel caused by the supply of unsuitable fuels and/or fuels which do not comply with the specifications and/or grades set out in Sub-clause (d)(i) above, including the off-loading of unsuitable fuels and the supply of fresh fuels to the Vessel. The Owners shall not be held liable for any reduction in the Vessel's speed performance and/or increased bunker consumption nor for any time lost and any other consequences arising as a result of such supply.

(e) Fuel Testing Program

Should the Owners participate in a recognized fuel testing program one of the samples retained by the Owners shall be forwarded for such testing. The cost of same shall be borne by the Owners and if the results of the testing show the fuel not to be in compliance with ISO 8217:2012, or any subsequent amendment thereof, or such other specification as may be agreed, the Owners shall notify the Charterers and provide a copy of the report as soon as reasonably possible.

In the event the Charterers call into question the results of the testing, a fuel sample drawn in accordance with IMO Resolution MEPC.96(47) Guidelines for the Sampling of Fuel Oil for Determination of Compliance

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with Annex VI of MARPOL 73/78 or any subsequent amendments thereof, shall be sent to a mutually agreed, qualified and independent laboratory whose analysis as regards the characteristics of the fuel shall be final and binding on the parties concerning the characteristics tested for. If the fuel sample is found not to be in compliance with the specification as agreed in the paragraph above, the Charterers shall meet the cost of this analysis, otherwise same shall be for the Owners' account.

(f) Bunker Fuel Sulphur Content

(i) Without prejudice to anything else contained in this Charter Party, the Charterers shall supply fuels of such specifications and grades to permit the Vessel, at all times, to comply with the maximum sulphur content requirements of any emission control area when the Vessel is ordered to trade within that area.

The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers to supply such bunkers shall comply with Regulations 14 and 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of bunker delivery notes.

The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this Sub-clause (f)(i).

(ii) Provided always that the Charterers have fulfilled their obligations in respect of the supply of fuels in accordance with Sub-clause (f)(i), the Owners warrant that:

1. the Vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the requirements of any emission control area; and
2. the Vessel shall be able to consume fuels of the required sulphur content,

when ordered by the Charterers to trade within any such area.

Subject to having supplied the Vessel with fuels in accordance with Sub-clause (f)(i), the Charterers shall not otherwise bear any loss, liability, delay, fines, costs or expenses arising or resulting from the Vessel's failure to comply with Regulations 14 and 18 of MARPOL Annex VI.

(iii) For the purpose of this Clause, "emission control area" shall mean an area as stipulated in MARPOL Annex VI and/or an area regulated by regional and/or national authorities such as, but not limited to, the European Union (EU) and the United States (US) Environmental Protection Agency.

(g) Grades and Quantities of Bunkers on Redelivery

Unless agreed otherwise, the Vessel shall be redelivered with the same grades and about the same quantities of bunkers as on delivery; however, the grades and quantities of bunkers on redelivery shall always be appropriate and sufficient to allow the Vessel to reach safely the nearest port at which fuels of the required types are available.

10. Rate of Hire; Hold Cleaning; Communications; Victualing and Expenses

- (a) The Charterers shall pay for the use and hire of the said Vessel at the rate of . per day or pro rata for any part of a day, commencing on and from the time of her delivery, as aforesaid, including the overtime of crew; hire to continue until the time of her redelivery to the Owners as per Clause 4 (Redelivery) (unless Vessel lost).

Unless otherwise mutually agreed, the Charterers shall have the option to redeliver the Vessel with unclean/unswept holds against a lumpsum payment of in lieu of hold cleaning, to the Owners (unless Vessel lost).

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The Owners shall victual pilots and such other persons as authorized by the Charterers or their agents. While on-hire, the Charterers shall pay the Owners along with the hire payments, _____ per thirty (30) days or pro rata, to cover all Communications, Victualing and Expenses properly incurred by the Vessel under the Charterers' employment.

For the purpose of hire calculations, the times of delivery, redelivery or termination of this Charter Party shall be adjusted to Coordinated Universal Time (UTC).

(b) Hold Cleaning/Residue Disposal

(i) The Charterers may request the Owners to direct the crew to sweep and/or wash and/or clean the holds between voyages and/or between cargoes against payment at the rate of _____ per hold, provided the crew is able safely to undertake such work and is allowed to do so by local regulations. In connection with any such operation the Owners shall not be responsible if the Vessel's holds are not accepted or passed. Time for cleaning shall be for the Charterers' account.

(ii) Unless this Charter Party is concluded for a single laden leg, all cleaning agents and additives (including chemicals and detergents) required for cleaning cargo holds shall be supplied and paid for by the Charterers. The Charterers shall provide the Owners with a dated and signed statement identifying cleaning agents and additives that, in accordance with IMO Resolution 219(63) Guidelines for the Implementation of MARPOL Annex V, are not substances harmful to the marine environment and do not contain any component known to be carcinogenic, mutagenic or reprotoxic.

(iii) Throughout the currency of this Charter Party and at redelivery, the Charterers shall remain responsible for all costs and time, including deviation, if any, associated with the removal and disposal of cargo related residues and/or hold washing water and/or cleaning agents and detergents and/or waste. Removal and disposal as aforesaid shall always be in accordance with and as defined by MARPOL Annex V, or other applicable rules.

11. Hire Payment

(a) Payment

Payment of Hire shall be made without deductions due to Charterers' bank charges so as to be received by the Owners or their designated payee into the bank account as follows _____ in the currency stated in Clause 10 (Rate of Hire; Hold Cleaning; Communications; Victualing and Expenses), in funds available to the Owners on the due date, fifteen (15) days in advance, and for the last fifteen (15) days or part of same the approximate amount of hire, and should the same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by the Owners. The first payment of hire shall be due on delivery.

(b) Grace Period

Where there is failure to make punctual payment of hire due, the Charterers shall be given by the Owners three (3) Banking Days (as recognized at the agreed place of payment and the place of currency of the Charter Party) written notice to rectify the failure, and when so rectified within those three (3) Banking Days following the Owners' notice, the payment shall stand as punctual.

(c) Withdrawal

Failure by the Charterers to pay hire due in full within three (3) Banking Days of their receiving a notice from Owners under Sub-clause 11(b) above shall entitle the Owners, without prejudice to any other rights or claims the Owners may have against the Charterers:

(i) to withdraw the Vessel from the service of the Charterers;

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(ii) to damages, if they withdraw the Vessel, for the loss of the remainder of the Charter Party.

(d) Suspension

At any time while hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, and Charterers hereby indemnify the Owners for all legitimate and justifiable actions taken to secure their interests, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.

(e) Last Hire Payment

Should the Vessel be on her voyage towards port/place of redelivery at the time the last payment(s) of hire is/are due, said payment(s) is/are to be made for such length of time as the estimated time necessary to complete the voyage, including the deduction of estimated disbursements for the Owners' account before redelivery. Should said payments not cover the actual time, hire is to be paid for the balance, day by day, as it becomes due.

Unless Sub-clause 9(a)(ii) or (iii) has been agreed, the Charterers shall have the right to deduct the value of bunkers on redelivery from last sufficient hire payment(s).

When the Vessel has been redelivered, any difference in hire and bunkers is to be refunded by the Owners or paid by the Charterers within five (5) Banking Days, as the case may be.

(f) Cash Advances

Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required by the Owners, subject to two and a half (2.5) per cent commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

12. Speed and Consumption

- (a) Upon delivery and throughout the duration of this Charter Party the Vessel shall be capable of speed and daily consumption rates as stated in Appendix A in good weather on all sea passages with wind up to and including Force four (4) as per the Beaufort Scale and sea state up to and including Sea State three (3) as per the Douglas Sea Scale (unless otherwise specified in Appendix A). Any period during which the Vessel's speed is deliberately reduced to comply with the Charterers' orders/requirements (unless slow steaming or eco speed warranties have been given in Appendix A) or for reasons of safety or while navigating within narrow or restricted waters or when assisting a vessel in distress or when saving or attempting to save life or property at sea, shall be excluded from performance calculations.
- (b) The Charterers shall have the option of using their preferred weather routing service. The Master shall comply with the reporting procedure of the Charterers' weather routing service and shall follow routing recommendations from that service provided that the safety of the Vessel and/or cargo is not compromised.
- (c) The actual route taken by the Vessel shall be used as the basis of any calculation of the Vessel's performance.
- (d) If the speed of the Vessel is reduced and/or fuel oil consumption increased, the Charterers may submit to the Owners a documented claim limited to the estimated time lost and/or the additional fuel consumed, supported by a performance analysis from the weather routing service established in accordance with this Clause. The cost of any time lost shall be off-set against the cost of any fuel saved and vice versa.
- (e) In the event that the Owners contest such claim then the Owners shall provide copies of the Vessel's deck logs for the period concerned and the matter shall be referred to an independent expert or alternative weather service selected by mutual agreement, whose report shall take Vessel's log data and the Charterers'

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weather service data into consideration and whose determination shall be final and binding on the parties. The cost of such expert report shall be shared equally.

13. Spaces Available

- (a) The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can reasonably and safely stow and carry), also accommodation for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's Master, officers, ratings, tackle, apparel, furniture, provisions, stores and bunkers.
- (b) In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by the Charterers for any loss and/or damage and/or liability of whatsoever nature howsoever caused to the deck cargo which would not have arisen had the deck cargo not been loaded. Bills of Lading shall be issued as per Clause 31(c).

14. Supercargo

The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the Charterers' risk and see that voyages are performed with due despatch. He is to be furnished with free accommodation and meals same as provided for the Master's table. The Charterers and the supercargo are required to sign the standard letter of waiver and indemnity recommended by the Vessel's Protection and Indemnity Association before the supercargo comes on board the Vessel.

15. Sailing Orders and Logs

The Charterers shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, in the English language, and the Master shall keep full and correct deck and engine logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and shall furnish the Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs, showing the course of the Vessel, distance run and the consumption of bunkers. Any log extracts required by the Charterers shall be in the English language.

16. Cargo Exclusions

The Vessel shall be employed in carrying lawful merchandise, excluding any goods of a dangerous, injurious, flammable or corrosive nature unless carried in accordance with the requirements or recommendations of the competent authorities of the country of the Vessel's registry, and of ports of loading and discharge, and of any intermediate countries or ports through whose waters the Vessel must pass. Without prejudice to the generality of the foregoing in addition the following are specifically excluded: livestock of any description, arms, ammunition, explosives, nuclear and radioactive material, .

17. Off-Hire

In the event of loss of time from deficiency and/or default and/or strike of officers or ratings, or deficiency of stores, fire, breakdown of, or damage to hull, machinery or equipment, grounding, detention by the arrest of the Vessel, (unless such arrest is caused by events for which the Charterers, their sub-charterers, servants, agents or sub-contractors are responsible), or detention by Port State control or other competent authority for Vessel deficiencies, or detention by average accidents to the Vessel or cargo, unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination, cleaning and/or painting of underwater parts and/or repair, or by any other similar cause preventing the full working of the Vessel, the payment of hire and overtime, if any, shall cease for the time thereby lost. Should the Vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo or where permitted in Clause 22 (Liberties) hereunder, the hire to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All bunkers used by the Vessel while off-hire shall be for the Owners' account. In the event of the Vessel being driven into port or to anchorage through stress

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of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra bunkers consumed in consequence thereof, and all extra proven expenses may be deducted from the hire. Bunkers used by the Vessel while off-hire and the cost of replacing same shall be for the Owners' account and therefore deducted from the hire.

18. Pollution

The Owners shall provide for standard oil pollution coverage equal to the level customarily offered by the International Group of P&I Clubs, together with the appropriate certificates to that effect. (See also Clause 6 (Owners to Provide)).

19. Drydocking

The Vessel was last drydocked .

Except in case of emergency or under Clause 52(b), no drydocking shall take place during the currency of this Charter Party.

20. Total Loss

Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once.

21. Exceptions

The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers and navigation, and errors of navigation throughout this Charter Party, always mutually excepted.

22. Liberties

The Vessel shall have the liberty to sail with or without pilots, to tow and be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.

23. Liens

The Owners shall have a lien upon all cargoes, sub-hires and sub-freights (including deadfreight and demurrage) belonging or due to the Charterers or any sub-charterers, for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.

The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter Party, they will not procure any supplies or necessities or services, including any port expenses and bunkers, on the credit of the Owners.

24. Salvage

All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting the Owners' and the Charterers' expenses and crew's proportion.

25. General Average

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BIMCHEMTIME 2005

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Appendix B - Technical Form

**BIMCHEMTIME 2005 Time Charter Party
For Vessels Carrying Chemicals in Bulk**

Date and Place _____ 1
It is this day mutually agreed between _____ of _____ 2
as Owners*/Disponent Owners* (hereinafter "the Owners") of the m.t. _____ 3
(hereinafter "the Vessel"), flag _____, class _____, built _____ 4
and _____ of _____ as Charterers (hereinafter "the Charterers"). 5

* Delete as appropriate 6

COMMERCIAL PROVISIONS 7

1. Charter Period 8

The Owners let and the Charterers hire the Vessel for the period of _____ from the time the Vessel is delivered. 9

2. Port or Place and Date of Delivery 10

The Vessel shall be delivered at _____ 11

The earliest date of delivery shall be _____ 12

If a range of ports is agreed, the port of delivery shall be in the Owners' option and shall be declared latest _____ 13
days prior to the earliest date of delivery. 14

The Owners shall give _____ days notice of estimated delivery date and _____ days notice of definite delivery date. 15
16

3. Cancelling 17

(a) If the Vessel is not ready for delivery as per Clause 13 (Performance of the Vessel) of this Charter Party and at the Charterers' disposal by midnight local time on _____ being the cancelling date, the Charterers shall be entitled to cancel this Charter Party within 24 hours of expiry of the cancelling date or any new cancelling date as per sub-clause (b) of this Clause. 18
19
20
21

(b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready for delivery by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date when the Vessel will be ready for delivery and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. 22
23
24
25

The Charterers shall declare such option within 2 working days after the receipt of the Owners' notice but in no event later than 24 hours of expiry of the cancelling date as stated in sub-clause (a). If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the 5th day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date. 26
27
28
29

The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party in accordance with sub-clause (a). 30
31

4. Port or Place of Redelivery 32

The Vessel, on the expiry of the Charter Party, shall be redelivered at _____ in the Charterers' option and which shall be a safe and ice-free port or place, always provided the Vessel can freely and safely depart therefrom. 33
34
35

The Charterers shall give _____ days notice of estimated redelivery date and place and _____ days notice of definite redelivery date and place. 36
37

Should the Vessel be sent on a final voyage reasonably calculated to allow redelivery within the Charter Party period at a port of redelivery as provided by this Charter Party, and the voyage is prolonged for reasons outside the Charterers' control, and which they could not reasonably have foreseen or guarded against, the Charterers shall have the use of the Vessel at the rate and on the conditions of this Charter Party for such extended time as may be required for completion of said voyage and redelivery as aforesaid. 38
39
40
41
42

For the purpose of this Clause, "final voyage" shall be taken to include the ballast trip to the port or place of redelivery. 43

5. Bunkers on Delivery/Redelivery 44

The Charterers shall accept and pay for all bunkers on board at the time of delivery, and the Owners shall, on the expiry of this Charter Party, pay for all bunkers remaining on board. The prices for the bunkers shall be those actually paid by the Owners/Charterers by production of relevant invoices. Quantities of bunkers on board on delivery and redelivery shall be sufficient to reach the nearest recognised bunkering port. 45
46
47
48

6. Trading Area 49

(a) The Charterers shall exercise due diligence to ensure that the Vessel shall be employed only for trading between and at safe ports, places, berths, docks, anchorages and sub-marine pipe-lines or alongside lighters or other vessels, always safely afloat, in such lawful trades as the Charterers or their Agents may direct, excluding trade to or from countries subject to UN embargoes or to or from any of the following countries: 50
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(b) The Charterers may only trade the Vessel outside International Navigating Limits with the Owners' prior consent, not to be unreasonably withheld, and provided any additional insurance premium are paid by the Charterers. 56
57

(c) The Charterers shall not order the Vessel to undertake any voyage that would involve risk of seizure, capture or penalty imposed by any Rulers or Governments. 58
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(d) Notwithstanding anything contained in this or any other Clause in this Charter Party, the Charterers do not 60

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warrant the safety of any place to which they order the Vessel and shall be under no liability in respect thereof except for loss or damage caused by their failure to exercise due diligence.

7. Hire

- (a) The Charterers shall pay hire at the rate of _____ per day or pro rata for part of a day from the time the Vessel is delivered to the Charterers until her redelivery to the Owners.
- (b) Payment of hire shall be made in full, per calendar month in advance to the Owners' specified bank account, less any documented expenditure incurred on behalf of the Owners. If hire is not paid as aforesaid, the Charterers shall pay interest at the rate of 0.1 per cent. per day on the amount outstanding from the due date until the date of payment.
- (c) Where there is a failure to pay hire by the due date, the Owners shall notify the Charterers in writing of such failure. Within _____ banking days (as recognised at the place of payment) of receipt of such notification the Charterers shall pay the amount due, failing which the Owners shall have the right to suspend the performance of any or all of their obligations under this Charter Party and/or to withdraw the Vessel. If the Owners elect to suspend performance of the Charter Party in respect of a particular late payment, they may still, notwithstanding that suspension of performance, withdraw the Vessel from the Charter Party in respect of that late payment provided they give a further twenty-four (24) hours' notice in writing of their intention to withdraw.
- Under no circumstances shall the act of suspending performance be construed as a waiver by the Owners of the right to withdraw in respect of the continuing failure to pay hire or any subsequent late payment of hire under this Charter Party. Throughout any period of suspended performance under this Clause, the Vessel is to be and shall remain on hire. The Charterers undertake to indemnify the Owners in respect of any liabilities incurred by the Owners under the bill of lading, waybill or any other contract of carriage as a consequence of the Owners' proper suspension of and/or withdrawal from any or all of their obligations under this Charter Party.
- (d) The final payment of hire shall be made for such length of time as the Charterers may reasonably estimate to be necessary to complete the last voyage within the Charter Period, less disbursements arranged by the Charterers for the Owners' account and the value of bunkers estimated to be on board at the time of redelivery. When the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as the case may require, but not later than three months after the redelivery of the Vessel.

OWNERS' RIGHTS AND OBLIGATIONS

8. Owners to Provide

The Owners shall provide a Tank Coating and/or Stainless Steel Resistance List which shall form part of this Charter Party specifying the products which are compatible with the coating and/or stainless steel.

The Owners shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; also, except as otherwise provided in this Charter Party, for all insurance on the Vessel, for all deck, cabin and engine room stores, for all domestic water and for all fumigation expenses and de-ratisation exemption certificates. The Owners' obligations under this Clause extend to cover all liability for customs or import duties arising at any time during the performance of this Charter Party in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Owners are to provide and/or pay for and the Owners shall refund to the Charterers any sums they or their Agents may have paid or been compelled to pay in respect of such liability.

9. BIMCO Vetting and Inspection Clause for Chemical Tankers

- (a) The Owners shall, with the co-operation of the Charterers, arrange to have the Vessel inspected under the CDI and SIRE Vessel Inspection Programs and by the major Oil and Chemical companies as required.
- (i) The Owners warrant that on the day of delivery the Vessel has been vetted and is acceptable to:
- _____.
- The Owners shall exercise due diligence to maintain such acceptances throughout the currency of this Charter Party.
- (ii) The Owners declare that the Vessel has been vetted and is, to the best of their knowledge, acceptable on a case-by-case basis by:
- _____.
- The Owners shall exercise due diligence to maintain such acceptances throughout the currency of this Charter Party.
- (iii) The Owners shall exercise due diligence to obtain and thereafter maintain, throughout the currency of this Charter Party, acceptance of the Vessel by:
- _____.
- (b) Inspections by above named companies (including CDI and SIRE Inspections) to maintain or obtain acceptances shall be arranged by the Owners and costs for such inspections shall be for the Owners' account. If inspections by companies not named above are required by the Charterers, all costs for such inspections shall be for the Charterers' account.
- (c) The Owners shall on receipt of an Inspection Report promptly make their comments on such Reports available to the Charterers and arrange to have them entered into the respective databases.
- (d) If the Vessel, on the day of delivery, is a newbuilding without any major approvals or Inspections, then the Charterers shall allow the Owners reasonable time to arrange for the vetting and Inspection of the Vessel.
- (e) The Charterers shall assist the Owners to get relevant oil and chemical companies to vet the Vessel. If any of the major Oil and/or Chemical companies, including those named above, refuse to inspect the Vessel because they have no commercial interest in the Vessel or an inspector is not available, then the Owners shall not be held liable and sub-

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- clause (g) shall not apply. 125
- (f) The Vessel shall remain on-hire for the purpose of carrying out Inspections described in sub-clauses (a) and (b) 126
above. If the Vessel fails to be accepted following any such Inspections or achieves a CDI score below an agreed 127
minimum score of: _____ % (calculated as the average of the Statutory, Recommended and Desirable Sections), 128
then the cost for re-inspection will be for the Owners' account and the Vessel shall be off-hire for any time lost in having 129
her re-inspected. 130
- (g)(i) If the Vessel, despite the exercise of due diligence, fails to obtain or retain acceptances by any of the companies 131
listed in sub-clauses (a)(i), (ii) and (iii) above or the minimum CDI score stated in sub-clause (f), then the hire 132
shall be reduced by the amount of _____ per day for each company's non-acceptance and/or while the CDI 133
score remains below the agreed minimum. Each reduction in hire, as stated above, shall continue until the 134
corresponding company re-accepts the Vessel. If a reduction in hire is caused by a CDI score below the agreed 135
minimum, such reduction shall continue until the agreed minimum CDI score is achieved. The Owners shall 136
give the Charterers written notice when the Vessel has been prepared for and is eligible to the relevant companies 137
for re-vetting. If the Vessel is not re-vetted by the relevant companies within 30 days of receiving the Owners' 138
notice, reduction of hire shall cease. 139
- (ii) Should the Vessel when re-vetted or re-inspected still not obtain the acceptances required under sub-clause (a) 140
or the minimum CDI score required under sub-clause (f), the hire shall be reduced or continue at the reduced rate 141
as stated in sub-clause (g)(i) and the Charterers may notify the Owners that unless the situation has been rectified 142
within 90 days, the Charterers shall have the right to cancel this Charter Party. Such right to cancel shall be 143
exercised by giving notice thereof within 3 working days after the expiry of the above rectification period. The 144
cancellation shall take effect as soon as the Vessel is free of existing cargo commitments. If the Charterers do not 145
exercise the right to cancel this Charter Party, the provisions of this Clause shall remain in full force and effect. 146
- (h) In case the non-acceptances of the Vessel result from the fact that the Vessel, following an accident, must perform 147
repairs to re-establish its condition as before the accident, the period of time in which the Vessel is off-hire due to such 148
accident and in which the repairs are carried out shall not be included in the periods of 30 and 90 days allowed to 149
Owners as per sub-clause (g) to restore the Vessel's acceptances lost for the reason of the accident. 150
- 10. Employment** 151
- (a) The Master shall be under the orders and direction of the Charterers as regards employment of the Vessel, 152
agency or other arrangements. 153
- (b) The Master shall prosecute all voyages with the utmost despatch unless ordered otherwise and shall render all 154
reasonable assistance with the Vessel's Officers and Crew who shall, if so required by the Charterers, and so far as 155
allowed, connect and disconnect fuel, cargo and water lines and hoses when placed on board the Vessel. 156
- (c) The Charterers shall, in good time, provide the Master with all requisite instructions and sailing directions. The 157
Master shall keep full and correct deck and engine room logs of the voyages and of all cargo handling, gas freeing and 158
cargo changing operations which shall be open to inspection by the Charterers or their Agents. Abstracts of such logs 159
shall, if so required by the Charterers, be forwarded to them at regular intervals. 160
- (d) If the Charterers have reason to be dissatisfied with the conduct of the Master, Officers or Engineers, the Owners, 161
on receiving particulars of the complaint, promptly to investigate the matter and, if necessary and practicable, to make 162
a change in the appointments. 163
- 11. Bills of Lading or Waybills and Indemnity** 164
- Bills of Lading or Waybills are to be signed as presented as the Charterers or their Agents may direct without prejudice 165
to this Charter Party. 166
- All Bills of Lading or Waybills shall be without prejudice to this Charter Party and the Charterers shall indemnify the 167
Owners against all consequences or liabilities which may arise from any inconsistency between this Charter Party and 168
any Bills of Lading or Waybills signed by the Charterers or by the Master at their request. 169
- 12. Cargo Temperature** 170
- The Owners warrant that the Vessel is capable of maintaining a cargo temperature of maximum _____ degrees 171
Celsius. Charterers warrant not to load cargo with a temperature exceeding _____ degrees Celsius. 172
- The Charterers shall indemnify the Owners against all claims for loss of or damage to the cargo resulting from Owners 173
complying with the Charterers' heating instructions. 174
- 13. Performance of the Vessel** 175
- (a) The Owners shall before and at the date of delivery of the Vessel under this Charter Party exercise due diligence 176
to make the Vessel 177
- (i) tight, staunch, strong and in every way fit for the service, with her hull, machinery, boilers and cargo installation in 178
good order and condition and with a full and efficient complement of Master, Officers and Crew for a Vessel of her 179
type and tonnage. 180
- (ii) in every way fit to carry the products listed in the Certificate of Fitness/Noxious Liquid Substances (NLS) Certificate 181
and any subsequent addendum thereto (subject always to the requirements of Clause 35(b) (Technical 182
Requirements)); and 183
- (b) The Owners warrant that at the date of delivery under this Charter Party the Vessel shall be of the description set 184
out in the TECHNICAL FORM annexed as Appendix B to this Charter Party. Further, the Owners undertake that throughout 185
the period of service under this Charter Party they will exercise due diligence to maintain or restore the Vessel as 186
aforesaid whenever the passage of time, wear and tear or any other event (whether falling within Clause 45 (Exceptions) 187
hereof or not) requires steps to be taken to maintain the Vessel as described. 188

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| (c) <i>Speed and Consumption</i> | 189 |
| The Owners warrant that the Vessel is and shall remain capable of maintaining, throughout the Charter Period, the speeds and bunker consumptions for propulsion described in the TECHNICAL FORM under normal working conditions and in moderate weather (which for the purpose of this Clause shall exclude any periods of winds exceeding Force 4 on the Beaufort Scale). The Charterers shall have the right to make deductions from hire in respect of any time lost and any additional bunkers consumed by reason of the Vessel's failure to maintain the warranted capability. | 190 |
| In the event that the Vessel has in compliance with the Charterers' instructions lain at or off one or more ports or places for more than 30 consecutive days within any 60-day period, then the provisions of this Clause shall cease to apply in respect of speed and consumption until after the Vessel returns to service following its next drydocking. For the purpose of calculating speed and consumption under this Clause, all distances shall be measured from pilot station to pilot station. | 191 |
| (d) <i>Condition of Cargo Tanks on Delivery</i> | 192 |
| On delivery of the Vessel, the cargo tanks, pumps and piping systems shall be clean and gas-free with last 3 cargoes clean (undarker than 2.5 NPA) and un-leaded and ready for loading water-white chemicals. | 193 |
| 14. Tank Cleaning and Sweeping | 194 |
| (a) <i>Tank Cleaning</i> | 195 |
| The cleaning of the Vessel's tanks shall be performed by the Vessel's crew in the Charterers' time but at any time, day and night or Sundays or Holidays included, weather and port regulations permitting, upon the Charterers' request. The Vessel shall be allowed sufficient time to clean the tanks taking into account the Vessel's cleaning capabilities as described in the TECHNICAL FORM; prior cargo; regulatory requirements; industry standards and practices; and/or cargo owners' requirements for the intended next cargo to be loaded. | 196 |
| The Charterers shall be entitled to require an inspection of the tank(s) by an independent surveyor after sufficient time for cleaning has been allowed. Should the tank(s) fail such inspection, the Vessel's crew shall continue to clean the tanks and make the tanks available for re-inspection as soon as possible. All time lost and costs for such additional cleaning shall be for the Owners' account. | 197 |
| The Master may request tank cleaning advice from the Charterers and the Charterers may also at their own initiative, give tank cleaning advice to the Vessel's Master. Where the Charterers issue specific tank cleaning advice, such advice shall comply with the stainless steel/coating manufacturers' resistance list. | 198 |
| The Charterers shall supply the necessary cleaning compounds, chemicals and cotton rags or similar, the cost of which shall be for the Charterers' account. | 199 |
| Any time/material used for passivation of stainless steel in cargo tanks after carriage of Phosphoric Acid, Sulphuric Acid or other similar cargoes shall be for the Charterers' account and passivation to be carried out at the discretion of the Owners / Master. | 200 |
| (b) <i>Sweeping</i> | 201 |
| The Vessel's crew is to perform sweeping (squeegeeing) of ship's tanks at request of the Charterers. The sweeping fee shall be _____ per cargo tank that requires sweeping. The sweeping fee shall be paid by the Charterers directly to the Master. | 202 |
| 15. Compliance with Regulations | 203 |
| (a) The Owners warrant that at the date of delivery and throughout the currency of this Charter Party the Vessel shall be in possession of all valid documentation required to permit the Vessel to trade within the Trading Area defined in Clause 6 (Trading Area). However, notwithstanding the above, if such documentation cannot be obtained or renewed because of the Vessel's employment prior to delivery or during the Charter Period or because the Vessel is a newbuilding, the Owners shall not be deemed to be in breach of this Charter Party but the Vessel shall be off-hire for any loss of time incurred in obtaining or renewing such documentation. | 204 |
| (b) The Owners further warrant that the Vessel shall comply with the requirements of regulatory bodies applicable to the Vessel throughout the period of this Charter Party so far as it is practically possible, and provided such continued compliance shall not entail major structural alteration or addition to the Vessel. | 205 |
| (c) In the event that such continued compliance shall entail major structural alteration or addition to the Vessel, the Charterers shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Charterers' account. All the time taken in respect hereof shall count as time on hire and shall form part of the Charter Period. | 206 |
| Should the Charterers elect not to comply with the provisions of the first paragraph of this sub-clause (c), the Owners shall have the right to put such work in hand at the earliest convenient opportunity with all costs for the Owners' account. All the time taken in respect hereof shall not count as time on hire and shall not form part of the Charter Period. | 207 |
| In the event that neither party elects to undertake such work at their own expense and the parties fail to agree on a division of costs or adjusting the terms of this Charter Party within 60 days, then the Charterers shall within 7 days thereafter declare if they will maintain or cancel this Charter Party. In any event cancellation can only take effect not more than 30 days prior to the new regulations coming into force. | 208 |
| (d) For the purpose of this Clause, the expression "major structural alteration or addition" shall mean all structural work or addition or replacement required by any regulatory bodies applicable to the Vessel to be performed within any 12-month period and the actual cost of which will exceed the sum of _____ including the estimated loss of time. | 209 |
| 16. Drug and Alcohol Policy | 210 |
| The Owners warrant that they have a policy on Drug and Alcohol Abuse ("Policy") applicable to the Vessel which meets or exceeds the standards in the Oil Companies International Marine Forum Guidelines for the Control of Drugs and | 211 |

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Alcohol Onboard Ship. Under the Policy, alcohol impairment shall be defined as a blood alcohol content of 40 mg/100 ml or greater; the appropriate seafarers to be tested shall be all Vessel officers and the drug/alcohol testing and screening shall include unannounced testing in addition to routine medical examinations. An objective of the Policy should be that the frequency of the unannounced testing be adequate to act as an effective abuse deterrent, and that officers be tested at least once a year through a combined programme of unannounced testing and routine medical examinations. The Owners warrant that the Policy will remain in effect during the term of this Charter Party and that the Owners shall exercise due diligence to ensure that the Policy is complied with. It is understood that an actual impairment, or any test finding of impairment, shall not in and of itself mean the Owners have failed to exercise due diligence.

17. Cargo Segregation

The Owners warrant that the Vessel is constructed and equipped to load, carry and discharge with fully segregated tanks and cargo handling systems the number of different types and/or grades of cargoes stated in the TECHNICAL FORM annexed to this Charter Party. Should compliance with the Charterers' voyage orders be possible only by sharing any part of the cargo handling system, the Master shall notify the Charterers accordingly and the Owners shall thereafter not be held responsible for admixture, contamination or change in quality of the cargoes involved.

18. Employment of Pilots and Tugboats, etc.

The Owners hereby indemnify the Charterers, their servants and Agents against all losses, claims, responsibilities and liabilities arising in any way whatsoever from the employment of pilots or tugboats, who, although employed by the Charterers shall be deemed to be the servants and in the service of the Owners and under their instructions, but such indemnity shall not exceed the amount to which the Owners would have been entitled to limit their liability if they had themselves employed such pilots or tugboats.

19. Drydocking

(a)(i) It is agreed that the Owners shall have the right and obligation to drydock the Vessel at regular intervals in accordance with class requirements. The Owners shall give three months' notice of their intention to drydock the Vessel and the Charterers shall no later than two months thereafter offer to place the Vessel at the Owners' disposal as near as practicable to the Owners' preferred date. The Vessel shall be placed at the Owners' disposal free of cargo and gas-free for the purpose of drydocking at a port having suitable and available accommodation for the Vessel, including reception facilities for tank washings and residues, and the Owners shall then at their expense put the Vessel into drydock.

(ii) Time lost and expenses incurred in making tanks free of gas for the purpose of drydocking shall be for account of the Charterers provided the Owners shall have exercised due diligence to make the tanks free of gas before the arrival of the Vessel at the drydocking port or as soon as practicable thereafter. The Vessel shall be off-hire from the time of arrival at or off the drydocking port, or from arrival at the drydocking yard if the Vessel is loading, discharging or bunkering at that port, but provided due diligence is exercised as aforesaid any time lost thereafter in gas-freeing for the purpose aforesaid shall be excluded from the off-hire period and shall count as time on hire. The Vessel shall remain off-hire until she is again in every way ready to resume the Charterers' service at the position at which the off-hire period commenced, or at a position not less favourable to the Charterers.

(b) If the Owners require the Vessel, instead of proceeding to the offered port, to carry out periodical drydocking at an alternative port selected by them, the Vessel shall be off-hire from the time when the Vessel is released to proceed to the alternative port until the Vessel next presents for loading in accordance with the Charterers' instructions, provided, however, that the Charterers shall credit the Owners with the time which would have been taken on passage at the service speed had the Vessel not proceeded to drydock. All fuel consumed shall be paid for by the Owners but the Charterers shall credit the Owners with the value of the fuel which would have been used on such notional passage calculated at the guaranteed daily consumption for the service speed. The Owners shall not trade the Vessel for their own account during such periods.

20. Change of Class, Flag and Management

The Owners undertake that from the date of entering into this Charter Party the classification society, flag, ownership, management (whether technical or commercial) and P&I Insurers of the Vessel shall not change without the Charterers' prior consent, which shall not be unreasonably withheld. The Charterers' consent shall not prejudice any of their rights under Clause 9 (Vetting and Inspection). Without prejudice to any other right that the Charterers may have, a breach of this provision will entitle the Charterers to terminate this Charter Party, whereupon the Owners shall reimburse the Charterers with any hire paid in advance and not earned. Should the Charterers withhold consent under this Clause, then the Owners may require the Charterers to promptly identify to them an alternative acceptable to the Charterers.

21. Insurances

(a) Hull and Machinery - The Owners warrant that the Vessel is insured for Hull, Machinery and basic War Risks purposes at the value of _____. Upon 30 days notice to the Charterers, the Owners shall be entitled to effect any reasonable change to the insured value of the Vessel.

(b) Protection and Indemnity (P&I) - The Owners warrant that throughout the period of the Charter Party the Vessel will be fully covered for P&I risks and standard oil pollution cover up to the level customarily offered by the International Group of P&I Clubs with underwriters approved by the Charterers which approval shall not be unreasonably withheld. The Charterers warrant that throughout the period of the Charter Party they shall be covered for Charterers' P&I liability

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| risk by underwriters approved by the Owners, which approval shall not be unreasonably withheld. | 317 |
| 22. AIS | 318 |
| From the time of entering into this Charter Party and throughout the contracted period the Vessel shall carry on board Automatic Identification System (AIS). | 319 320 |
| 23. ISGOTT/ICS Tanker Safety Guide (Chemicals) | 321 |
| The Master shall, throughout the Charter Period, operate and carry out his duties in a manner consistent with good seamanship, complying with the recommendations set out in the latest edition of International Safety Guide for Oil Tankers and Terminals (ISGOTT) and/or ICS Tanker Safety Guide (Chemicals). | 322 323 324 |
| 24. Incident Reporting | 325 |
| The Master and/or the Owners shall comply with the incident reporting requirements in the voyage orders or given in the Charterers' general incident reporting instructions. | 326 327 |
| 25. Communication Costs | 328 |
| The Vessel's communication costs to the Charterers' office and/or their port agents shall be for the Owners' account. | 329 |
| 26. Lien | 330 |
| The Owners shall have a lien upon all cargoes, hire, sub-hire, freights and sub-freights for any amounts owed by the Charterers under this Charter Party. | 331 332 |
| 27. Representation | 333 |
| Expenses for representation incurred by the Master for the Charterers' account and benefit shall be settled by the Charterers' payment of the lumpsum of maximum _____. The Charterers shall indemnify the Owners against all consequences and/or liabilities including customs fines which may result from such representation. | 334 335 336 |
| 28. Stowaways | 337 |
| If stowaways have gained access to the Vessel, all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off-hire for all time lost. | 338 339 |
| Should the Vessel be arrested as a result of stowaways having gained access to the Vessel, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel. | 340 341 342 |
| 29. Oil Pollution Prevention | 343 |
| (a) The Owners undertake | 344 |
| (i) that the Vessel will throughout the period of this Charter Party be owned by a member of the International Tanker Owners Pollution Federation Limited, and | 345 346 |
| (ii) that they will provide a Certificate of Entry in a P&I Club for production on board the Vessel if required under applicable law or by the relevant authorities. | 347 348 |
| (b) When there is an actual or threatened escape or discharge of Oil from the Vessel which causes Pollution Damage or which creates a grave and imminent danger of such Damage, the Charterers shall upon notice to the Owners or Master have the right (but not the obligation) if permitted under applicable law and by the relevant authorities, to | 349 350 351 352 |
| (i) place a representative on board the Vessel to observe the measures being taken to prevent or minimise Pollution Damage, and | 353 354 |
| (ii) provide advice, equipment or manpower and undertake such other measures as are reasonably necessary to prevent or minimise such Pollution Damage, at the Charterers' risk and expense and subject to the approval of the Owners (which shall not be unreasonably withheld). | 355 356 357 |
| (c) Nothing in this Clause shall prejudice the Owners' or the Charterers' rights to claim compensation under any applicable law. | 358 359 |
| (d) For the purposes of this Clause, the meaning of the terms "Oil" and "Pollution Damage" shall be as defined in the International Convention on Civil Liability for Oil Pollution Damage (CLC) 1992, except where Pollution Damage takes place within the territory of a state which is party to CLC 1969, when the meaning shall be as defined in CLC 1969. | 360 361 362 |
| 30. Financial Responsibility for Pollution | 363 |
| (a) The Owners warrant that throughout the currency of this Charter Party they will provide the Vessel with the following certificates: | 364 365 |
| (i) Certificates issued pursuant to the Civil Liability Convention 1969 ("CLC"), and pursuant to the 1992 Protocols to the CLC, as and when in force. | 366 367 |
| (ii) Certificates issued pursuant to Section 1016 (a) of the Oil Pollution Act 1990, and Section 108 (a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended in accordance with Part 138 of Coast Guard Regulations 33 CFR, so long as these can be obtained by the Owners from or by _____ [identify the applicable scheme or schemes]. | 368 369 370 371 |
| (b) Notwithstanding anything whether printed or typed herein to the contrary, | 372 |
| (i) save as required for compliance with paragraph (a) hereof, the Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory | 373 374 375 |

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- in performance of this Charter Party. 376
- (ii) The Charterers shall indemnify the Owners and hold them harmless in respect of any loss, damage, liability or 377
expense (including but not limited to the costs of any delay incurred by the Vessel as a result of any failure by the 378
Charterers promptly to give alternative voyage orders) whatsoever and howsoever arising which the Owners may 379
sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, 380
remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof. 381
- (iii) The Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever arising 382
which the Charterers and/or the holders of any Bill of Lading issued pursuant to this Charter Party may sustain 383
by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain 384
in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof. 385
- (c) The Charterers warrant that the terms of this Clause will be incorporated effectively into any Bill of Lading issued 386
pursuant to this Charter Party. 387

CHARTERERS' RIGHTS AND OBLIGATIONS 388

31. Charterers to Provide 389

- Unless otherwise stipulated in this Charter Party and whilst the Vessel is on hire, the Charterers shall provide and pay 390
for: 391
- (a) all fuel (as per the specification stated in the TECHNICAL FORM), 392
- (b)(i) port charges including any charges retroactively imposed, light dues, dock dues, canal and channel tolls, pilotage, 393
towage and other tug services, consular fees except those pertaining to the Master, Officers and Crew, agency 394
fees, commissions, expenses of loading and discharging cargoes, compulsory garbage removal charges unless 395
garbage is actually discharged from the Vessel, communication expenses incurred at the Charterers' request 396
and all other charges whatsoever except those stated as being payable by the Owners. 397
- (ii) port agents appointed by them and shall ensure that such agents shall render all customary services to the 398
Owners and the Vessel without any charge to the Owners. Any expenses for the Owners' account shall be settled 399
as per Clause 41, unless otherwise agreed between the parties involved. 400
- (c) all taxes and dues on the Vessel and/or cargo and freights arising out of cargoes carried or ports visited under this 401
Charter Party; 402
- (d) any material required for tank cleaning and/or preparing the tanks to receive and carry subsequent cargoes (as 403
per Clause 14 (Tank Cleaning and Sweeping)); 404
- (e) all fresh water for boilers and tank cleaning; 405
- (f) any product required for inhibition of cargo and shall also furnish the Master with a Certificate of Inhibition and all 406
relevant inhibition details, as and when required; 407
- (g) any material, including nitrogen beyond the Vessel's own production, required for cargo handling purposes; and 408
- (h) reception facilities in respect of mandatory pre-wash requirements as per MARPOL 73/78. 409
- The Charterers may use flexible hoses for loading and discharging as on board at their risk; however, if such use 410
exceeds normal wear and tear necessitating replacement same shall be provided and paid for by the Charterers. If 411
extra equipment, beyond that specified in the TECHNICAL FORM, is required same shall be provided and paid for by 412
the Charterers. 413
- The Charterers shall inform the Owners well in advance of the Vessel's itinerary as well as any changes thereof. The 414
Charterers shall also provide the Owners with an up-to-date list of their agents. 415

32. US Trade Additional Premiums 416

Any additional premiums charged by the providers of oil pollution cover by reason of loading or discharging at ports in 417
the USA or USA-controlled territories shall be for the Charterers' account and shall be reimbursed to the Owners 418
together with the instalment of hire next falling due following presentation to the Charterers of proper receipts evidencing 419
payment. 420

33. Vessel's Condition on Redelivery 421

- (a) *Condition of Vessel* 422
- The Vessel shall be redelivered on the expiry of the Charter Party in the same good order and condition as when 423
delivered to the Charterers, fair wear and tear excepted. 424
- (b) *Condition of Cargo Tanks* 425
- On redelivery of the Vessel, the cargo tanks shall be in the same condition as stated in sub-clause 13(d). 426

34. Ship to Ship Transfer 427

Ship to ship transfer shall be at the Charterers' risk, cost and expense and the Charterers shall provide a safe and 428
protected area for the conduct of such ship to ship operation where the Vessel can safely proceed to, lie and depart 429
from, always afloat but always subject to the Master's approval. 430

The Charterers shall ensure that adequate fendering and hoses to the satisfaction of the Vessel's Master are provided. 431

Such operations shall be carried out in conformity with the provisions of the latest edition of the OCIMF/ICS Ship to Ship 432
Transfer Guide but in any case ship to ship operations always to be at the discretion of the Vessel's Master and if the 433
Master, at any time, considers that ship to ship operations are unsafe, then he may order them to be discontinued. If the 434
Owners are obliged to extend their existing insurance policies to cover ship to ship operations or incur any other 435
additional cost/expense, the Charterers shall reimburse the Owners for any additional premium or cost/expense 436
incurred. 437

The Charterers shall be responsible for all costs and charges in respect of equipment needed to perform such ship to 438

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| ship transfer, and shall obtain any and all relevant permissions from proper authorities to perform such operations | 439 |
| and all expenses in this connection shall also be for the Charterers' account. | 440 |
| 35. Technical Requirements | 441 |
| (a) In addition to the provisions contained in Clause 13(a)(Performance of the Vessel) the Vessel shall be employed always subject to the technical characteristics set out in the TECHNICAL FORM annexed to this Charter Party and always provided that the Charterers shall in due time give proper cargo handling instructions to the Master in regard to treatment of the cargo; | 442 443 444 445 |
| (b) In the operation of the Vessel, the Charterers shall comply with the IMO International Bulk Chemical Code and the US Coast Guard Cargo Compatibility List. Furthermore, the Charterers shall follow the Tank Coating and/or Stainless Steel Resistance List(s) provided by the Owners as per Clause 8 (Owners to Provide) of this Charter Party; | 446 447 448 |
| (c) No cargo injurious to the Vessel shall be shipped and without prejudice to the foregoing any damage to the Vessel caused by the shipment of any such cargo as aforesaid shall be at the Charterers' risk and expense and the Vessel shall remain on hire for any time lost including periods for repairs as the result of the shipment of such cargo; | 449 450 451 |
| (d) Subject always to the International Loadline Convention and always provided that hull stresses are kept within acceptable limits in accordance with Classification Society's recommendations, the whole reach and burthen of the Vessel shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's Master, Officers and Crew, tackle, apparel, furniture, equipment, provisions, fresh water for domestic purposes, lube oils and stores. The weight of fresh water for domestic purposes, lube oils and stores shall not exceed a total of _____ tons. | 452 453 454 455 456 457 |
| 36. Off-Hire | 458 |
| (a) In the event of loss of time: | 459 |
| (i) due to deficiency of personnel or stores, repairs, breakdown (whether partial or otherwise) of hull, machinery, boilers and cargo installation of the Vessel, collision or stranding or accident or damage to the Vessel or any other cause preventing the efficient working of the Vessel; or | 460 461 462 |
| (ii) due to strikes, refusal to sail, breach of orders or neglect of duty on the part of the Master, Officers or Crew; or | 463 |
| (iii) for the purposes of obtaining medical advice or treatment for or landing any sick, injured or dead person (other than a person carried at the Charterers' request or for their benefit or purpose), | 464 465 |
| no hire shall be due or payable in respect of any time lost during which the Vessel is unable to perform the service immediately required of her. | 466 467 |
| (b) In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which the Vessel is bound under the instructions of the Charterers) for any cause or purpose previously mentioned in this Clause, hire shall cease to be payable from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel be driven into port or anchorage by stress of weather the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account. | 468 469 470 471 472 473 474 |
| (c) In the event of detention of the Vessel by any authority in consequence of legal action against the Owners (unless brought about by the act, omission or neglect of the Charterers or due to legal action misdirected against the Owners), whereby the Vessel is rendered unavailable for the Charterers' service, the Vessel shall be off-hire until the service can be resumed. | 475 476 477 478 |
| Any time during which the Vessel is off-hire under the terms of this Charter Party shall count as part of the period provided for in Clause 1 (Charter Period) of this Charter Party. | 479 480 |
| 37. Lay Up | 481 |
| (a) At the written request of the Charterers, the Owners shall at any time provide an estimate of any economies which may be possible in the event of laying-up the Vessel. The Charterers shall then have the right to order the laying-up of the Vessel at any time and for any period of time at a safe berth or safe place in their option, and in the event of such laying-up the Owners shall promptly take reasonable steps to effect all the economies in operating costs. The laying-up port or place and laid-up arrangements shall be subject to approval by the Owners' insurers and the Vessel's Classification Society. Laying-up preparation and reactivation cost, and all expenses incurred shall be for the Charterers' account. The Charterers shall give sufficient notice of their intention in this respect to enable the Owners to make necessary arrangements for decommissioning and re-commissioning. The Owners must give prompt credit to the Charterers for all economies achieved. | 482 483 484 485 486 487 488 489 490 |
| (b) If the lay up period exceeds _____ days and the bottom has been fouled the speed and consumption warranty in Clause 13(c)(Performance of the Vessel) shall not apply until the Vessel's next ordinary dry-docking, unless the Charterers elect to clean the bottom at their time and cost. | 491 492 493 |
| 38. Loss of Vessel | 494 |
| Should the Vessel be lost, or become a constructive total loss, this Charter Party shall terminate at noon on the day of her loss or constructive total loss and any hire paid in advance and not earned shall be returned to the Charterers. If the Vessel is missing, hire shall be suspended at noon on the date when last heard of until the Vessel is reported safe or lost. | 495 496 497 498 |
| 39. Sublet | 499 |
| The Charterers shall have the right to sub-let all or part of the Vessel whilst remaining responsible to the Owners for the performance of this Charter Party. | 500 501 |

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| 40. Charterers' Representative On Board | 502 |
| (a) The Master shall: | 503 |
| (i) provide and maintain accommodation for the Charterers' representative, if any, furnished to the same standard as the Officers' accommodation; | 504 |
| The Charterers' representative shall be victualled with the Vessel's Officers. The representative shall be on board at the risk and expense of the Charterers. Such representative shall sign the Owners' usual indemnity form at time of embarkation; | 506 |
| (ii) permit the Charterers' use of the Vessel's communication facilities; | 509 |
| (iii) when requested by the Charterers or their Agents, victual other officials and servants of the Charterers. | 510 |
| The Charterers shall pay to the Owners a lumpsum covering the expenses listed in sub-clauses (a)(i), (ii) and (iii) above in the amount of _____ per day. | 511 |
| (b) The Charterers' representative shall be permitted to: | 513 |
| (i) travel with the Vessel; | 514 |
| (ii) observe cargo handling operations, including sampling the contents of tanks; | 515 |
| (iii) inspect any part of the Vessel; | 516 |
| (iv) review and copy the Vessel's logs, certificates and records. | 517 |
| 41. Advances | 518 |
| Any moneys advanced to the Master by the Charterers or their Agents or in payment of disbursements made for the Owners' account shall be subject to 1.5 per cent. commission and shall be deductible from hire money earned or to be earned. | 519 |
| 42. E-mail Communication and Software | 522 |
| The Owners shall equip the Vessel with an E-mail communication system compatible with the Internet E-mail and/or X400 E-mail format. The Charterers shall furthermore have the option to put on board additional PC software including, but not limited to, weather routing, performance tracking, routine logs, operational documents and whatever other software as agreed between the parties. | 523 |
| 43. Painting of Funnel Mark/House Flag | 527 |
| If they so require, the Charterers shall, during the currency of this Charter Party, be allowed to fly their house flag and/or paint the funnel in the Charterers' colours. All alterations including restoration shall be effected in the Charterers' time and at their expense. | 528 |
| SPECIAL PROVISIONS | 531 |
| 44. Salvage | 532 |
| Subject to the provisions of Clause 36 (Off-Hire), all time lost and all legal and other expenses (excluding any damage to the Vessel) incurred in saving or attempting to save life or property shall be borne equally by the Owners and the Charterers. All salvage and proceeds from derelicts shall be divided equally between the Owners and Charterers after deducting the Master's, Officers' and Crew's share. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount. | 533 |
| 45. Exceptions | 538 |
| (a) Unless otherwise expressly provided in this Charter Party, as between the Charterers and the Owners, responsibility for any loss, damage, delay or failure of performance under this Charter Party shall be subject to the following mutual exceptions: | 539 |
| Act of God, act of war, act of terrorism, civil commotions, strikes, lockouts, restraint of princes and rulers, and quarantine restrictions. | 540 |
| (b) In addition, any responsibility of the Owners shall be subject to the following exceptions: | 541 |
| Any act, neglect or default by the Master, pilots or other servants of the Owners in the navigation or management of the Vessel, fire or explosion not due to the personal fault of the Owners or their Manager, collision or stranding, unforeseeable breakdown of or any latent defect in the Vessel's hull, equipment or machinery. | 542 |
| The above provisions shall in no way affect the provisions as to off-hire in this Charter Party. | 543 |
| 46. War Risks (CONWARTIME 2004) | 548 |
| (a) For the purpose of this Clause, the words: | 549 |
| (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 | 550 |
| (ii) "War Risks" shall include any actual, threatened or reported: | 551 |
| war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; 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. | 552 |
| (b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it | 553 |

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appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.

(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d)(i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then the actual bonus or additional wages paid shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due, or upon redelivery, whichever occurs first.

(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, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(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 other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(v) 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.

(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.

(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of 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.

47. BIMCO General Ice Clause for Time Charter Parties

(a) 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.

(b) The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is, in the Master's sole discretion, a risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain at the port or area or to depart after completion of loading or discharging. If, on account of ice, the Master in his sole discretion considers it unsafe to proceed to, enter or remain at the place of loading or discharging for fear of the Vessel being frozen in and/or damaged, he shall be at liberty to sail to the nearest ice-free and safe place and there await the Charterers' instructions.

(c) Any delay or deviation caused by or resulting from ice shall be for the Charterers' account and the Vessel shall remain on-hire.

(d) Any additional premiums and/or calls required by the Vessel's underwriters due to the Vessel entering or remaining in any icebound port or area, shall be for the Charterers' account.

48. Protective Clauses

The Charterers warrant and shall indemnify the Owners for any loss, damage or costs resulting from any breach of such warranty that bills of lading or waybills issued in respect of cargo under this Charter Party shall incorporate the protective clauses set out in Annex A. Furthermore, any cargo claim under this Charter Party or any bill of lading or waybill issued hereunder shall be subject to the BIMCO General Clause Paramount included in Annex A. If no bill of lading or waybill has been issued or, if the cargo is the property of the Charterers, the Hague-Visby Rules and the SDR Protocol 1979 as enacted under English law shall apply.

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| 49. Demise | 627 |
| Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterers. | 628 |
| 50. BIMCO ISPS/MTSA Clause for Time Charter Parties | 629 |
| (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). | 630 631 632 633 634 |
| (ii) Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO). | 635 636 637 |
| (iii) Except as otherwise provided in this Charter Party, 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. | 638 639 640 |
| (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. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision: "The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Owners". | 641 642 643 644 645 646 647 |
| (ii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account. | 648 649 650 |
| (c) Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever 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, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account. | 651 652 653 654 655 656 |
| (d) 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. | 657 658 |
| 51. BIMCO Bunker Fuel Sulphur Content Clause for Time Charter Parties 2005 | 659 |
| (a) Without prejudice to anything else contained in this Charter Party, the Charterers shall supply fuels of such specifications and grades to permit the Vessel, at all times, to comply with the maximum sulphur content requirements of any emission control zone when the Vessel is ordered to trade within that zone. The Charterers also warrant that any bunker suppliers, bunker craft operators and bunker surveyors used by the Charterers to supply such fuels shall comply with Regulations 14 and 18 of MARPOL Annex VI, including the Guidelines in respect of sampling and the provision of bunker delivery notes. The Charterers shall indemnify, defend and hold harmless the Owners in respect of any loss, liability, delay, fines, costs or expenses arising or resulting from the Charterers' failure to comply with this sub-clause (a). | 660 661 662 663 664 665 666 667 |
| (b) Provided always that the Charterers have fulfilled their obligations in respect of the supply of fuels in accordance with sub-clause (a), the Owners warrant that: | 668 669 |
| (i) the Vessel shall comply with Regulations 14 and 18 of MARPOL Annex VI and with the requirements of any emission control zone; and | 670 671 |
| (ii) the Vessel shall be able to consume fuels of the required sulphur content when ordered by the Charterers to trade within any such zone. | 672 673 |
| Subject to having supplied the Vessel with fuels in accordance with sub-clause (a), the Charterers shall not otherwise be liable for any loss, delay, fines, costs or expenses arising or resulting from the Vessel's failure to comply with Regulations 14 and 18 of MARPOL Annex VI. | 674 675 676 |
| (c) For the purpose of this Clause, "emission control zone" shall mean zones as stipulated in MARPOL Annex VI and/or zones regulated by regional and/or national authorities such as, but not limited to, the EU and the US Environmental Protection Agency. | 677 678 679 |
| 52. War Cancellation | 680 |
| Either party may cancel this Charter Party on the outbreak of war (whether there be a declaration of war or not) | 681 |
| (a) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, or, | 682 683 |
| (b) between _____ | 684 |
| Cancellation shall take effect when the Vessel is free of cargo. | 685 |
| 53. Claims Time Bar | 686 |
| All claims under this Charter Party of whatsoever nature (excluding cargo claims) shall be deemed to be waived and barred unless such claim or claims are made within 12 months of the Vessel's redelivery or 6 years after the incident leading to the claim or claims, whichever is the earlier. | 687 688 689 |

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54. Requisition

Should the Vessel be requisitioned by any government or governmental authority during the period of this Charter Party, the Owners shall immediately notify the Charterers. The Vessel shall be off-hire during the period of such requisition and any hire or compensation paid by any government or governmental authority in respect of such requisition shall be paid to the Owners. However, if the period of requisition exceeds ____ days, either party shall have the option of cancelling the balance period of the Charter Party, by giving 14 days notice of cancellation to the other.

55. Confidentiality

The terms of the negotiations and fixture of this Charter Party to be private and confidential and are not to be reported without mutual consent, except to advisors of each party.

56. Small Tanker Oil Pollution Indemnification Agreement 2006 (STOPIA 2006)

The Owners warrant that they are participating owners and that the Vessel is entered in STOPIA and shall so remain during the currency of this Charter Party, provided always that:

- (a) The Vessel remains a Relevant Vessel as defined in Clause III of STOPIA 2006.
- (b) STOPIA 2006 is not terminated in accordance with Clause IX of that Agreement.

57. Liability

Any provisions of this Charter Party to the contrary notwithstanding, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owners or chartered owners of vessels by any applicable statute or rule of law for the time being in force.

58. General Average

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, in _____ (if left blank then London shall apply). Hire shall not contribute to General Average.

59. BIMCO Dispute Resolution Clause

- * (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party 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 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 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 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 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 US\$50,000 (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 Charter Party 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 Charter Party shall be referred to three 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, judgement 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 US\$50,000 (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. current at the time when the arbitration proceedings are commenced.
- * (c) This Charter Party 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 Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.
- (d) Notwithstanding 59(a), 59(b) or 59(c) 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 Charter Party.
In the case of a dispute in respect of which arbitration has been commenced under 59(a), 59(b) or 59(c) above, the following shall apply:
 - (i) Either 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 of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
 - (ii) The other party shall thereupon within 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 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the

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- 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 does 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 to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either party 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.
- (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.)*
- * Sub-clauses 59(a), 59(b) and 59(c) are alternatives; delete as appropriate, failing which sub-clause 59(a) of this Clause shall apply. Sub-clause 59(d) shall apply in all cases.*

60. BIMCO Notices Clause

- (a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.
- (b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.

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Appendix A – Protective Clauses

A. BIMCO General Clause Paramount

The International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 24 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 apply compulsorily to this Contract. 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.

B. Both to Blame Collision Clause

If vessel comes into collision with another vessel as a result of the negligence of the other vessel and/or any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other 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 the said cargo, paid or payable by the other or non-carrying vessel or her Owners to the owners of the 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 Carrier.

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.

C. General Average and New Jason Clause

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

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.

D. War Risks (VOYWAR 2004)

(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; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; 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.

(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, 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 Contract of Carriage, 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 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, 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 Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 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 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

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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 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, 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 route.

(e)(i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.

(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 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;

(ii) 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;

(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 other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(v) 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;

(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) If in compliance 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.

E. Himalaya Clause

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper, Consignee or Owner of the goods or to any holder of this Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this Bill of Lading.