



BIMCO
STANDARD COAL AND ORE CHARTER PARTY
CODE NAME: COAL-OREVOY

PART I

Explanatory Notes for this COAL-OREVOY Charter Party are available from BIMCO at www.bimco.org

1. Shipbroker		2. Place and date of Charter Party	
3. Owners (full style and address)		4. Charterers (full style and address)	
5. Vessel's name and flag		6. Rate in tons per hour (load.) (Cl. 1(b)(iv))	
7. Vessel's particulars (Cl. 1(b)(v))		8. Present position and prior commitments, if known (Cl. 2(b))	
9. First layday (Cl. 2(a))		10. Expected load readiness date (Cl. 2(b))	
11. Cancelling date (also state if other period of declaration of cancelling agreed) (Cl. 3(a))		12. Substitution (state "no" if not agreed) (Cl. 5)	
13. Cargo / margin / lts or mts (Cl. 6)			
14. Advance notices (load and discharging) (State number of running days' notice to be given and to whom) (Cl. 7)			
15. Loading port(s) / berth(s) (Cl. 8(a))		16. Discharging port(s) / berth(s) (Cl. 8(b))	
17. Notice time in running hours (load and discharging) (only to be filled in if agreed) (Cl. 9(b)(i))			
18. Laytime (if separate laytime for load and discharging is agreed, fill in a) and b); If total laytime for load and discharging, fill in c) only) (Cl. 9(b)(iv) & 9(b)(v))			
a) Laytime for loading			
b) Laytime for discharging			
c) Total laytime for loading and discharging			

19. Laytime exceptions (loading) (Cl. 9(c)(i))	20. Laytime exceptions (discharging) (Cl. 9(c)(i))
21. Demurrage rate (loading) (Cl. 9(e)(ii))	22. Demurrage rate (discharging) (Cl. 9(e)(ii))
23. Despatch money (load &/or discharging) (Optional; if agreed indicate rate of despatch money) (Cl. 9(e)(iii))	24. Freight tax (state whether for Owners' or Charterers' account) (Cl. 13(c))
25. Agents at loading port(s) (Cl. 14)	26. Agents at discharging port(s) (Cl. 14)
27. Freight rate per metric ton (state whether fully or partly prepaid) (Cl. 15)	28. Freight payment (currency and when/where payable; also state beneficiary and bank account) (Cl. 15)
29. General average shall be adjusted/settled at (Cl. 22)	30. Dispute Resolution (state 26(a), 26(b) or 26(c) of Cl. 26, as agreed; if 26(c) agreed state place of arbitration) (if not filled in 26(a) shall apply) (Cl. 26)
31. Brokerage commission and to whom payable (Cl. 27)	32. Numbers of additional clauses covering special provisions, if agreed

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I including additional clauses, if any agreed and stated in Box 32, and 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 but no further.

Signature (Owners)	Signature (Charterers)
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PART II
“COAL-OREVOY” Standard Coal and Ore Charter Party

1. Vessel	1	of readiness to load on or before 23.59 hours on the	67
(a) The Owners shall exercise due diligence:	2	new cancelling date.	68
(i) before and at the beginning of the loaded voyage	3	(c) The Charterers shall in any event declare whether	69
to make the Vessel seaworthy and in every way	4	they exercise any option of cancelling under this Clause	70
fit for the voyage and for the trade for which the	5	no later than the time of the Vessel's readiness to load.	71
Vessel is employed;	6		
(ii) throughout the currency of this Charter Party to	7	4. Subletting, Assigning	72
ensure that the Vessel and her Master and crew	8	The Charterers shall have the liberty of subletting or	73
comply with all safety, health and other applicable	9	assigning this Charter Party to any individual or	74
laws and regulations of the Vessel's flag State and	10	company, but the Charterers shall always remain	75
of the places where she trades necessary to secure	11	responsible for the due fulfilment of all the terms and	76
the safe and unhindered loading of the cargo,	12	conditions of this Charter Party and shall warrant that	77
performance of the voyage and discharging of the	13	any such sublet or assignment to another party will	78
cargo.	14	not result in the Vessel being restricted in her future	79
(b) The Vessel shall be:	15	trading.	80
(i) classed as stated in Box 7 and the Owners	16		
warrant that this class shall be maintained	17	5. Substitution	81
throughout the currency of this Charter Party;	18	The Owners shall have liberty to substitute a Vessel,	82
(ii) fully insured in respect of loss of or damage to	19	provided that such substitute Vessel's main particulars	83
the cargo by a Protection and Indemnity Club or	20	and position shall be subject to the Charterers' prior	84
liability underwriter and the Owners shall provide,	21	approval, which is not to be unreasonably withheld,	85
on request, evidence of such insurance;	22	but the Owners under this Charter Party shall remain	86
(iii) insured for Hull and Machinery and basic War	23	responsible to the Charterers for the due fulfilment of	87
Risks purposes;	24	this Charter Party. This Clause shall not apply if "No"	88
(iv) suitable for mechanical loading of the cargo and	25	inserted in Box 12.	89
capable of receiving the cargo at the rate (if any)	26		
specified in Box 6 and be suitable for grab	27	6. Cargo	90
discharge, failing which Clause (c) (iii) shall	28	(a) The Charterers warrant that unless otherwise	91
apply and the Owners shall reimburse the	29	specified in Part I, the cargo referred to in Box 13 is	92
Charterers any actual extra discharge costs;	30	non-hazardous and non-dangerous for carriage	93
(v) equipped to meet the technical requirements if	31	according to applicable safety regulations including,	94
and as specified in Box 7.	32	but not limited to, IMO Code(s).	95
		(b) The Charterers shall have the right to ship parcels	96
2. First Layday, Present Position and Expected Load	33	of different qualities and/or for different receivers in	97
Readiness	34	separate holds within the Vessel's natural segregation	98
(a) Laydays shall not commence before 00.00 hours	35	and suitable for her trim provided that such parcels	99
on the date stated in Box 9. However, notice of	36	can be loaded, carried and discharged without effecting	100
readiness may be given before that date and notice	37	the Vessel's seaworthiness. Other means of separation	101
time, if provided for in Box 17, shall run forthwith.	38	of different parcels may be specified in Part I.	102
(b) Present position of Vessel as per Box 8.	39		
Commitments prior to commencement of this Charter	40	7. Advance Notices	103
are as per Box 8. Expected load readiness as per	41	The Owners or the Master shall give notices of	104
Box 10.	42	expected readiness to load/discharge as specified in	105
		Box 14 to the parties named therein and shall keep	106
3. Cancelling	43	those parties advised of any alteration in expected load/	107
(a) The Charterers shall have the option of cancelling	44	discharge readiness.	108
the Charter Party if the Vessel has not tendered notice	45		
of readiness to load on or before 23.59 hours on the	46	8. Port of Loading, Voyage, Port of Discharge	109
cancelling date stated in Box 11.	47	(a) After completion of prior commitments as may	110
(b) Should the Owners anticipate that, despite the	48	be stated in Box 8, the Vessel shall proceed to the	111
exercise of due diligence, the Vessel will not be ready	49	loading port(s)/berth(s) as stated in Box 15.	112
to load by the cancelling date, they shall notify the	50	(b) The Vessel shall carry the cargo with due	113
Charterers thereof without delay stating the expected	51	despatch to the port(s)/berth(s) of discharge stated in	114
date of the Vessel's readiness to load and asking	52	Box 16. If the Charterers have the right to order the	115
whether the Charterers will exercise their option of	53	Vessel to discharge at one or more ports out of several	116
cancelling the Charter Party, or agree to a new	54	ports named or within a specific range, the Charterers	117
cancelling date. The Charterers must declare such	55	shall declare the actual port(s) of discharge to be	118
option within 2 working days as applied at the	56	inserted in the Bills of Lading prior to the arrival of the	119
Charterers' place of business after the receipt of the	57	Vessel at the first port of loading.	120
Owners' notice. If the Charterers do not exercise their	58	(c) Unless the loading/discharging port(s)/berth(s) are	121
option of cancelling, then this Charter Party shall be	59	specifically mentioned herein, the Charterers warrant	122
deemed to be amended such that the seventh day	60	the safety of port(s)/ berth(s) nominated and that the	123
after the new readiness date stated in the Owners'	61	Vessel will be loaded and discharged always afloat.	124
notification to the Charterers shall be the new	62	(d) The Vessel shall be left in seaworthy trim for	125
cancelling date. The provisions of sub-clause (b) shall	63	shifting between berths and ports.	126
operate only once, and in case of the Vessel's further	64	(e) Unless otherwise agreed, loading and/or dis-	127
delay, the Charterers shall have the option of cancelling	65	charging at two or more ports shall be effected in	128
the Charter Party if the Vessel has not tendered notice	66	geographical rotation.	129

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9. Notices of Readiness, Laytime, Demurrage/Despatch Money	130		
(a) <u>Notice of Readiness</u>	132		
(i) At each port of loading and discharging notice of readiness shall be given to the Charterers or their Agents when the Vessel is in all respects ready to load/discharge at the loading/discharging berth. If the Vessel is a combination carrier, and has carried liquid cargo on its previous voyage, the Vessel shall possess a valid gas free certificate on tendering notice of readiness.	133-140	(ii) Time shall not count as laytime or as time on demurrage whilst Vessel actually moving from waiting place whether at or off the port or from a lightening place off the port, until the Vessel is securely moored at the designated loading/discharging berth.	201-206
(ii) If a loading/discharging berth is not designated or if such designated berth is not available upon the Vessel's arrival at or off the port, notice of readiness may be given upon arrival at the waiting place at or off the port. However, if at the time the loading/discharging berth becomes available, the Vessel is prevented from proceeding to the berth due to her inefficiency, weather, tidal conditions, strikes of tugs or pilots or mandatory regulations applicable to the Vessel, time shall not count from that time until such hindrance(s) has (have) ceased.	141-151	(iii) Time lost due to inefficiency or any other cause attributable to the Vessel, her Master, her crew or the Owners shall not count as notice time or as laytime or as time on demurrage to the extent that loading or discharging or the matters covered by sub-clause (d)(i) are thereby affected.	207-212
(iii) Notice of readiness may be given on any day at any time.	152-153	(iv) If pursuant to Clause 10 (m) the Vessel has to vacate the loading/ discharging berth, notice time or laytime or time on demurrage shall not count from that time until she be in all respects ready to load/discharge and notification has been given to the Charterers accordingly.	213-218
(b) <u>Laytime</u>	154	(v) If due to the matters referred to in sub-clauses (c)(iii) or (c)(iv), the Vessel loses her turn, such time shall count again only as from 24 hours after notification of the Vessel's new readiness has been given to the Charterers or when loading/discharging resumes whichever may be the sooner.	219-225
(i) The laytime shall commence when notice of readiness has been given and after expiration of notice time, if any, provided for in Box 17. Should the Vessel arrive at the (first) loading port and be ready to load before the date stated in Box 9, the Charterers shall have the right to start loading. The Charterers shall also have the right to load/discharge before the expiration of notice time. In either event, during such periods only time actually used shall count as laytime or as time on demurrage.	155-165	(d) <u>Termination of Laytime</u>	226
(ii) The notice time, if any, shall only apply at first or sole loading and discharging port, respectively.	166-167	(i) Laytime/Demurrage shall stop counting on completion of: (a) loading/discharging at the relevant port, (b) cargo documentation and/or draft survey for determination of cargo weight, (c) repairs to stevedore damage under Clause 12(b), whichever may be the later.	227-232
(iii) If total laytime for loading and discharging has been agreed in Box 18 notice time, if any, at port of discharge shall be applied unless the Vessel is already on demurrage.	168-171	(ii) If required, the Vessel shall leave the berth as soon as possible within her control on completion of loading/discharging, failing which the Charterers shall be entitled to proved damages. However, if the Vessel then has to wait for reasons (b) and/or (c) as per sub-clause (d)(i), there must be a place available at which she can safely wait, and any extra expenses shall be for the Charterers' account.	233-241
*) (iv) <u>Separate laytime</u> . - The cargo shall be loaded within the number of hours/days of 24 consecutive hours or at the average loading rate per day of 24 consecutive hours as stated in Box 18a). The cargo shall be discharged within the number of hours/days of 24 consecutive hours or at the average discharging rate per day of 24 consecutive hours as stated in Box 18b).	172-179	(e) <u>Demurrage/Despatch Money</u>	242
*) (v) <u>Total laytime</u> . -The cargo shall be loaded and discharged within the number of hours/days of 24 consecutive hours stated in Box 18c).	180-182	(i) Demurrage accrued under this Charter Party shall be considered as constituting liquidated damages for exceeding the laytime provided for herein. However, if the Vessel has been on demurrage for 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.	243-252
(vi) In the case of loading and/or discharging at more than one berth, laytime shall run continuously as if loading/discharging had been effected at one berth only but without prejudice to sub-clause (c).	183-186	(ii) Demurrage shall be due and payable by the Charterers day by day at the rate specified in Boxes 21 and 22 and in the manner provided for in Box 28.	253-256
(vii) Notwithstanding any other terms of this Charter Party, in any event laytime will start counting at the latest upon commencement of loading or discharging of the cargo from the Vessel.	187-190	(iii) Despatch money, if agreed upon in Box 23, shall be paid promptly by the Owners to the Charterers at half the demurrage rate or as otherwise agreed upon in Box 23 for laytime saved in loading and/or discharging.	257-261
*) <u>Indicate alternative agreed in Box 18.</u>	191		
(c) <u>Suspension of Laytime</u>	192		
(i) Unless the Vessel is on demurrage, laytime shall not count (1) during periods excepted as per Boxes 19 and 20, unless used, in which case only time actually used shall count; (2) for the duration of bad weather or sea conditions which actually	193-197		
10. Loading and Discharging	262		
(a) The Vessel shall be loaded and discharged as and where ordered by the Charterers.	263-264		

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<p>(b) If the Charterers have not nominated a suitable loading or discharging berth on the Vessel's arrival off the port, or if such berth should not be available, the Vessel is to wait at a suitable place at or off the port. The Charterers shall have the right to designate a safe waiting place, otherwise the Master shall choose a waiting place using due diligence to minimize extra shifting costs provided for in sub-clause (d).</p> <p>(c) The Charterers shall have the right to load and/or discharge at two berths at each port or place subject to sub-clause (d).</p> <p>(d) <u>Shifting</u>. - Costs of shifting the Vessel between berths at port(s) of loading and port(s) of discharge, including bunkers, shall be for the Charterers' account. Other costs on board the Vessel including wages and officers' and crew's overtime charges to be for the Owners' account.</p> <p>(e) The Owners or the Master shall in due time prior to commencement of loading submit to the Charterers (or their nominees) at the loading port a loading plan which shall be based on a reasonable number of shiftings between hatches and also meet applicable rules and regulations, including IMO Code(s). The Charterers shall inform the Owners/Master of any special composition of cargo required in sufficient time to permit the Owners/Master to work out and submit such loading plan.</p> <p>(f) Prior to loading, the Vessel's holds shall be adequately cleaned for loading the contracted cargo.</p> <p>(g) The Charterers shall load and spout-trim the cargo as per the loading plan, free of any risk, liability and expense to the Vessel. Any extra trimming and/or levelling required by the Master or Owners shall be performed at the Owners' expense and any time lost thereby shall not count as laytime/demurrage.</p> <p>Discharging, including shovel cleaning, shall be effected by the Charterers free of any risk, liability and expense to the Vessel.</p> <p>(h) <u>Warping</u>. - The Vessel shall warp, as reasonably required by the Charterers, solely for the purpose of making any hatch or hatches available to the loading/discharging appliances at that berth, and costs on board the Vessel including bunkers, wages and officers' and crew's overtime charges shall be for the Owners' account. However, the costs of any necessary outside services shall be for the Charterers' account. Laytime or time on demurrage shall not be interrupted thereby.</p> <p>(i) The Vessel shall work day and night and during any time as may be excepted as per Box 19 and Box 20, as required by the Charterers.</p> <p>(j) The Vessel shall, at her own risk and expense, open and close hatches prior to and after loading/discharging and also during loading/discharging as may be required by the Charterers to protect the cargo, provided local shore regulations permit. If same, however, is not permitted by local shore labour regulations, shore labour is to be employed by the Charterers at their risk, liability and expense. The Vessel shall furnish and give free use of sufficient light for deck and holds, as on board.</p> <p>(k) The Charterers shall have the right to order the Vessel to leave without having loaded a full cargo, always provided that the Vessel be in seaworthy condition and that the Charterers pay deadfreight according to Clause 15(f).</p> <p>(l) Overtime for loading and discharging to be for the account of the party ordering the same. If overtime be</p>	<p>ordered by Port Authorities or any other Governmental Agencies, the Charterers to pay any extra expenses incurred. Officers' and crew's overtime charges always to be paid by the Owners.</p> <p>(m) In the event of loading/discharging being impossible due to inefficiency or any other cause attributable to the Vessel, her Master, her crew or the Owners and such impossibility continuing for more than three consecutive hours, the Charterers shall have the right to order the Vessel to vacate the berth and shifting from and back to berth shall be at the Owners' expense and time.</p> <p>11. Bulk Carrier Safety Clause</p> <p>(a) The Charterers shall instruct the terminal operators or their representatives to co-operate with the Master in completing the IMO SHIP/SHORE SAFETY CHECKLIST (IMO Resolution A.862(20) - Code of Practice for the Safe Loading and Unloading of Bulk Carriers (BLU Code) Appendix 3) and shall arrange all cargo operations strictly in accordance with the guidelines set out therein.</p> <p>(b) In addition to the above and notwithstanding any provision in this Charter Party in respect of loading/discharging rates, the Charterers shall instruct the terminal operators to load/discharge the Vessel in accordance with the loading/discharging plan, which shall be approved by the Master with due regard to the Vessel's draught, trim, stability, stress or any other factor which may affect the safety of the Vessel.</p> <p>(c) At any time during cargo operations the Master may, if he deems it necessary for reasons of safety of the Vessel, instruct the terminal operators or their representatives to slow down or stop the loading or discharging.</p> <p>(d) Compliance with the provisions of this Clause shall not affect the counting of laytime.</p> <p>12. Stevedore Damage</p> <p>(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.</p> <p>(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 and shall be paid for by the Charterers. Other repairs shall be done before the completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties. All costs of 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 the demurrage rate.</p> <p>13. Dues, Taxes and Charges, Extra Insurance</p> <p>(a) <u>On the Vessel</u>. - The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.</p> <p>(b) <u>On the cargo</u>. - The Charterers shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading/discharging, howsoever the amount thereof may be assessed.</p>
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- (c) On the freight. - Taxes levied on the freight shall be paid by the Owners or the Charterers as agreed in Box 24.
- (d) Extra Insurance. - Any extra insurance on cargo actually paid by the Charterers owing to Vessel's age, class, flag or ownership shall be for the Owners' account and may be deducted from the freight. The Charterers shall furnish evidence of payment supporting any such deduction. Unless a maximum amount has been agreed in Part I, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.
- 14. Agents**
At the port(s) of loading the Vessel shall be consigned to the Agents as stated in Box 25 and at the port(s) of discharge to the Agents as stipulated in Box 26, the Owners always paying the customary fees.
- 15. Freight**
The freight at the rate stated in Box 27 shall be calculated on intaken quantity.
(a) Prepaid. - If according to Boxes 27 or 28 freight is to be paid on shipment, it shall be deemed earned and non-returnable Vessel and/or cargo lost or not lost. Bills of Lading showing "Freight prepaid" or the like shall not be released until the freight has been duly paid.
(b) After shipment. - If according to Box 28 freight shall be payable within a number of days after shipment, the freight shall be deemed earned as per sub-clause (a). In such case Bills of Lading shall not be endorsed "Freight prepaid" or the like, unless the freight has been paid.
(c) Partly on Delivery. - If according to Boxes 27 or 28 a percentage of the freight shall be payable as per sub-clauses (a) or (b) the balance shall be paid as per sub-clause (c). However, in such case the total freight shall be deemed earned as per sub-clause (a) and the Charterers shall not have the option referred to in sub-clause (e).
(d) On Delivery. - If according to Boxes 27 or 28 freight is payable at destination or on right and true delivery of the cargo, it shall not be deemed earned until the cargo is thus delivered.
(e) On Delivered Weight. - When the freight is payable on delivery of cargo the Charterers shall have the option of paying freight on delivered weight, provided such option be declared in writing before breaking bulk and the weight be ascertained by official weighing machine, otherwise by joint draught survey. The Charterers shall pay all costs incurred in connection with weighing or draught survey. The Owners shall be at liberty to appoint check clerks at their own expense.
(f) Deductions. - The freight shall be paid in cash without discount in the manner described in Box 28. The Charterers shall only be entitled to deduct from the freight undisputed despatch money and extra insurance, provided properly documented, as per Clause 13(d).
(g) Deadfreight. - If the Charterers fail to supply a cargo as specified in Box 13, deadfreight shall be payable but the Charterers shall not be bound to supply cargo in excess of any quantity stated by the Owners as the Vessel's capacity made available to the Charterers. The laytime shall be calculated on that quantity. The Owners/Master shall be entitled to clause
- Bills of Lading for any deadfreight due. If the Shippers/ Suppliers state in writing that no more cargo will be shipped, the Owners shall not need to have any such statement confirmed by the Charterers.
- 16. Strike and Other Hindrances**
(a) If there is a strike or lock-out or any other cause referred to in Clause 24 (hereinafter the "hindrance") 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 hindrance. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the 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 hindrance affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such hindrance is at an end against paying half demurrage after expiration of the time provided for discharging until the hindrance has come to an end and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by a hindrance. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the hindrance 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 she 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.
(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of hindrances preventing or affecting the actual loading or discharging of the cargo.
- 17. General Ice Clause**
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.
(a) Port of Loading
(i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port. If the Charterers fail within 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

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- Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.
- (ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.
- (b) Port of Discharge**
- (i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port. If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.
- (ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.
- (iii) On delivery of the cargo other than at the port(s) named in the 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.
- 18. 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.
- (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 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

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the cargo commences, it appears that, in the	665	discharge.	732
reasonable judgement of the Master and/or the	666		
Owners, the Vessel, her cargo, crew or other persons	667	20. Liberty	733
on board the Vessel may be, or are likely to be, exposed	668	The Vessel shall have liberty to sail with or without	734
to War Risks on any part of the route (including any	669	pilots, to tow or go to the assistance of vessels in	735
canal or waterway) which is normally and customarily	670	distress, to call at any port or place for oil fuel supplies,	736
used in a voyage of the nature contracted for, and there	671	and to deviate for the purpose of saving life or property,	737
is another longer route to the discharging port, the	672	or for any other reasonable purpose whatsoever.	738
Owners shall give notice to the Charterers that this	673		
route will be taken. In this event the Owners shall be	674	21. Both-to-Blame Collision Clause	739
entitled, if the total extra distance exceeds 100 miles,	675	If the Vessel comes into collision with another vessel	740
to additional freight which shall be the same percentage	676	as a result of the negligence of the other vessel and	741
of the freight contracted for as the percentage which	677	any act, neglect or default of the Master, mariner, pilot	742
the extra distance represents to the distance of the	678	or the servants of the Owners in the navigation or in	743
normal and customary route.	679	the management of the Vessel, the owners of the cargo	744
(e) The Vessel shall have liberty:-	680	carried hereunder will indemnify Owners against all	745
(i) to comply with all orders, directions, recommen-	681	loss or liability to the other or non-carrying vessel or	746
dations or advice as to departure, arrival, routes,	682	her owners in so far as such loss or liability represents	747
sailing in convoy, ports of call, stoppages,	683	loss of, or damage to, or any claim whatsoever of the	748
destinations, discharge of cargo, delivery or in any	684	owners of said cargo, paid or payable by the other or	749
way whatsoever which are given by the Govern-	685	non-carrying vessel or her owners to the owners of	750
ment of the Nation under whose flag the Vessel	686	said cargo and set-off, recouped or recovered by the	751
sails, or other Government to whose laws the	687	other or non-carrying vessel or her owners as part of	752
Owners are subject, or any other Government	688	their claim against the carrying vessel or owners. The	753
which so requires, or any body or group acting	689	foregoing provisions shall also apply where the owners,	754
with the power to compel compliance with their	690	operators or those in charge of any vessel or vessels	755
orders or directions;	691	or objects other than, or in addition to, the colliding	756
(ii) to comply with the orders, directions or recom-	692	vessels or objects are at fault in respect of a collision	757
mendations of any war risks underwriters who	693	or contact.	758
have the authority to give the same under the	694		
terms of the war risks insurance;	695	22. General Average and New Jason Clause	759
(iii) to comply with the terms of any resolution of the	696	General Average shall be adjusted and settled at the	760
Security Council of the United Nations, any	697	place indicated in Box 29 according to the York/Antwerp	761
directives of the European Community, the	698	Rules, 1994, or any modification thereof, but if,	762
effective orders of any other Supranational body	699	notwithstanding the provisions specified in Box 29, the	763
which has the right to issue and give the same,	700	adjustment is made in accordance with the law and	764
and with national laws aimed at enforcing the	701	practice of the United States of America, the following	765
same to which the Owners are subject, and to	702	clause shall apply: “In the event of accident, danger,	766
obey the orders and directions of those who are	703	damage or disaster before or after the commencement	767
charged with their enforcement;	704	of the voyage, resulting from any cause whatsoever,	768
(iv) to discharge at any other port any cargo or part	705	whether due to negligence or not, for which, or for the	769
thereof which may render the Vessel liable to	706	consequence of which, Owners are not responsible,	770
confiscation as a contraband carrier;	707	by statute, contract or otherwise, the goods, shippers,	771
(v) to call at any other port to change the crew or any	708	consignees or owners of the goods shall contribute	772
part thereof or other persons on board the Vessel	709	with Owners in general average to the payment of any	773
when there is reason to believe that they may be	710	sacrifices, losses or expenses of a general average	774
subject to internment, imprisonment or other	711	nature that may be made or incurred and shall pay	775
sanctions;	712	salvage and special charges incurred in respect of the	776
(vi) where cargo has not been loaded or has been	713	goods. If a salving Vessel is owned or operated by	777
discharged by the Owners under any provisions	714	Owners, salvage shall be paid for as fully as if the said	778
of this Clause, to load other cargo for the Owners’	715	salving Vessel or vessels belonged to strangers. Such	779
own benefit and carry it to any other port or ports	716	deposit as Owners, or their agents, may deem sufficient	780
whatsoever, whether backwards or forwards or	717	to cover the estimated contribution of the goods and	781
in a contrary direction to the ordinary or customary	718	any salvage and special charges thereon shall, if	782
route.	719	required, be made by the goods, shippers, consignees	783
(f) If in compliance with any of the provisions of sub-	720	or owners of the goods to Owners before delivery”.	784
clauses (b) to (e) of this Clause anything is done or	721		
not done, such shall not be deemed to be a deviation,	722	23. Responsibilities	785
but shall be considered as due fulfilment of the Charter	723	(a) The International Convention for the Unification	786
Party.	724	of Certain Rules of Law relating to Bills of Lading signed	787
		at Brussels on 25 August 1924 (“the Hague Rules”) as	788
		amended by the Protocol signed at Brussels on 23	789
		February 1968 (“the Hague-Visby Rules”) and as	790
		enacted in the country of shipment shall apply to this	791
		Charter Party. When the Hague-Visby Rules are not	792
		enacted in the country of shipment, the corresponding	793
		legislation of the country of destination shall apply,	794
		irrespective of whether such legislation may only	795
19. Lien	725		
(a) The Owners shall have a lien on the cargo for	726		
freight, deadfreight, demurrage and general average	727		
contribution due to them under this Charter Party.	728		
(b) The Charterers shall remain responsible for	729		
deadfreight and demurrage, incurred at port of loading	730		
and for freight and demurrage incurred at port of	731		

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- regulate outbound shipments. 796
- (b) When there is no enactment of the Hague-Visby 797
Rules in either the country of shipment or in the country 798
of destination, the Hague-Visby Rules shall apply to 799
this Charter Party save where the Hague Rules as 800
enacted in the country of shipment or if no such 801
enactment is in place, the Hague Rules as enacted in 802
the country of destination, compulsorily applicable to 803
shipments, in which case the provisions of such Rules 804
shall apply. 805
- (c) The Protocol signed at Brussels on 21 December 806
1979 ("the SDR Protocol 1979") shall apply where the 807
Hague-Visby Rules apply, whether mandatorily or by 808
this Charter Party. 809
- (d) The Owners shall in no case be responsible for 810
loss of or damage to cargo arising prior to loading, 811 *)
after discharging, or while the cargo is in the charge 812
of another carrier, or with respect to deck cargo and 813
live animals. 814
- 24. Force Majeure** 815
- Save to the extent otherwise in this Charter Party 816
expressly provided, neither party shall be responsible 817
for any loss or damage or delay or failure in 818
performance hereunder resulting from Act of God, war, 819
terrorism, civil commotion, quarantine, strikes, 820
lockouts, arrest or restraint of princes, rulers and 821
peoples or any other event whatsoever which cannot 822
be avoided or guarded against. 823
- 25. Bills of Lading** 824
- Bills of Lading shall be presented and signed by the 825
Master as per the "COAL-OREVOYBILL" Bill of Lading 826
form, always in accordance with Mate's Receipts and 827
without prejudice to this Charter Party, or by the Agents 828
provided written authority has been given by Owners 829 *)
to the Agents, a copy of which is to be furnished to the 830
Charterers. The Charterers shall indemnify the Owners 831
against all consequences or liabilities that may arise 832
from the signing of bills of lading as presented to the 833
extent that the terms or contents of such bills of lading 834
impose or result in the imposition of more onerous 835
liabilities upon the Owners than those assumed by the 836
Owners under this Charter Party. 837
- 26. Dispute Resolution** 838
- *) (a) This Charter Party shall be governed by and 839
construed in accordance with English law and any 840
dispute arising out of or in connection with this Charter 841
Party shall be referred to arbitration in London in 842
accordance with the Arbitration Act 1996 or any statutory 843
modification or re-enactment thereof save to the extent 844
necessary to give effect to the provisions of this Clause. 845
The arbitration shall be conducted in accordance with 846
the London Maritime Arbitrators Association (LMAA) 847
Terms current at the time when the arbitration 848
proceedings are commenced. 849
The reference shall be to three arbitrators. A party 850
wishing to refer a dispute to arbitration shall appoint 851
its arbitrator and send notice of such appointment in 852
writing to the other party requiring the other party to 853
appoint its own arbitrator within 14 calendar days of 854
that notice and stating that it will appoint its arbitrator 855
as sole arbitrator unless the other party appoints its 856
own arbitrator and gives notice that it has done so 857
within the 14 days specified. If the other party does 858
not appoint its own arbitrator and give notice that it 859
has done so within the 14 days specified, the party 860
- referring a dispute to arbitration may, without the 861
requirement of any further prior notice to the other 862
party, appoint its arbitrator as sole arbitrator and shall 863
advise the other party accordingly. The award of a sole 864
arbitrator shall be binding on both parties as if he had 865
been appointed by agreement. 866
Nothing herein shall prevent the parties agreeing in 867
writing to vary these provisions to provide for the 868
appointment of a sole arbitrator. 869
In cases where neither the claim nor any counterclaim 870
exceeds the sum of US\$50,000 (or such other sum as 871
the parties may agree) the arbitration shall be 872
conducted in accordance with the LMAA Small Claims 873
Procedure current at the time when the arbitration 874
proceedings are commenced. 875
- (b) This Charter Party shall be governed by and 876
construed in accordance with Title 9 of the United 877
States Code and the Maritime Law of the United States 878
and any dispute arising out of or in connection with 879
this Contract shall be referred to three persons at New 880
York, one to be appointed by each of the parties hereto, 881
and the third by the two so chosen; their decision or 882
that of any two of them shall be final, and for the 883
purposes of enforcing any award, judgement may be 884
entered on an award by any court of competent 885
jurisdiction. The proceedings shall be conducted in 886
accordance with the rules of the Society of Maritime 887
Arbitrators, Inc. 888
In cases where neither the claim nor any counterclaim 889
exceeds the sum of US\$50,000 (or such other sum as 890
the parties may agree) the arbitration shall be 891
conducted in accordance with the Shortened Arbitration 892
Procedure of the Society of Maritime Arbitrators, Inc. 893
current at the time when the arbitration proceedings 894
are commenced. 895
- (c) This Charter Party shall be governed by and 896
construed in accordance with the laws of the place 897
mutually agreed by the parties and any dispute arising 898
out of or in connection with this Charter Party shall be 899
referred to arbitration at a mutually agreed place, subject 900
to the procedures applicable there. 901
- (d) Notwithstanding (a), (b) or (c) above, the parties 902
may agree at any time to refer to mediation any 903
difference and/or dispute arising out of or in connection 904
with this Charter Party. 905
- In the case of a dispute in respect of which arbitration 906
has been commenced under (a), (b) or (c) above, the 907
following shall apply:- 908
- (i) Either party may at any time and from time to time 909
elect to refer the dispute or part of the dispute to 910
mediation by service on the other party of a written 911
notice (the "Mediation Notice") calling on the other 912
party to agree to mediation. 913
- (ii) The other party shall thereupon within 14 calendar 914
days of receipt of the Mediation Notice confirm that 915
they agree to mediation, in which case the parties 916
shall thereafter agree a mediator within a further 917
14 calendar days, failing which on the application 918
of either party a mediator will be appointed promptly 919
by the Arbitration Tribunal ("the Tribunal") or such 920
person as the Tribunal may designate for that 921
purpose. The mediation shall be conducted in such 922
place and in accordance with such procedure and 923
on such terms as the parties may agree or, in the 924
event of disagreement, as may be set by the 925
mediator. 926
- (iii) If the other party does not agree to mediate, that 927
fact may be brought to the attention of the Tribunal 928

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and may be taken into account by the Tribunal	929	sub-clause (a) of this Clause shall apply. Sub-clause	955
when allocating the costs of the arbitration as	930	(d) shall apply in all cases.	956
between the parties.	931	<i>Sub-clauses (a), (b) and (c) are alternatives; indicate</i>	957
(iv) The mediation shall not affect the right of either	932	<i>alternative agreed in Box 30:</i>	958
party to seek such relief or take such steps as it	933		
considers necessary to protect its interest.	934		
(v) Either party may advise the Tribunal that they have	935	27. Brokerage	959
agreed to mediation. The arbitration procedure	936	A brokerage commission at the rate stated in Box 31	960
shall continue during the conduct of the mediation	937	on the freight, dead-freight and demurrage earned is	961
but the Tribunal may take the mediation timetable	938	due to the party mentioned in Box 31.	962
into account when setting the timetable for steps	939	In case of non-execution 1/3 of the brokerage on the	963
in the arbitration.	940	estimated amount of freight to be paid by the party	964
(vi) Unless otherwise agreed or specified in the	941	responsible for such non-execution to the Brokers as	965
mediation terms, each party shall bear its own	942	indemnity for the latter's expenses and work. In case	966
costs incurred in the mediation and the parties	943	of more voyages the amount of indemnity to be	967
shall share equally the mediator's costs and	944	agreed.	968
expenses.	945		
(vii) The mediation process shall be without prejudice	946	28. Notices	969
and confidential and no information or documents	947	(a) All notices given by either party or their agents	970
disclosed during it shall be revealed to the Tribunal	948	to the other party or their agents in accordance with	971
except to the extent that they are disclosable	949	the provisions of this Charter Party shall be in writing.	972
under the law and procedure governing the	950	(b) For the purposes of this Charter Party, "in writing"	973
arbitration.	951	shall mean any method of legible communication. A	974
(Note: The parties should be aware that the mediation	952	notice may be given by any effective means including,	975
process may not necessarily interrupt time limits.)	953	but not limited to cable, telex, fax, e-mail, registered	976
(e) If Box 30 in PART I is not appropriately filled in,	954	or recorded mail, or by personal service.	977

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