**CHARTER PARTY CONTRACT**

DATE: **shipmentContractDate**

IT IS HEREBY AGREED BETWEEN **agant, A COMPANY DULY ORGANIZED AND ESTABLISHED IN countryAgant UNDER REGISTRATION NO commercialRegistration**

AS OWNER/D.OWNERS OF **MV vesselName REPRESENTED BY agantCeo HOLDING PASSPORT NO. ceoPassportNo** AND MESSER **charterer ,** AS CHARTERERS THAT THIS CHARTER PARTY CONTRACT SHALL BE PERFORMED WITH FOLLOWING TERMS AND CONDITIONS

**OWNER/D.OWNERS:**

**agant**.- **agantAdress**

TEL: agantPhon

FAX: agantFax

EMAIL:aganEmail

**CHARTERERS:**

**charterer**

ADD: **chartererAddress**

TEL: **chartererPhone**

**CHAIN OF OWNERS ARE AS FOLLOWS:**

**HEAD OWNER:** owner

**DISPONENT OWNERS:** agant

**NOTE: AS PER ABOVE MENTIONED POINT IN INITIAL PARAGRAPH DISPONENT OWNERS KNOWN AS OWNERS IN THIS CONTRACT.**

**PERFORMING VESSEL:**

M/V **vesselName**

IMO NO.**imo**

DWT **capacity** MT ON ##.### M SSW

BUILT **built** BULK CARRIER

**flag** FLAG - CLASS NK

GRT: ##,### MT / NRT: ##,### MT

LOA/BEAM **beam** M/##.## M

holds HOLDS / **hatches** HATCHES

CRANES **cranes** X zarfiyat har jarsaghil MT CRANES

DWT/GRAIN/BALE CAPACITY zarfiyat kol kashti MT/##,###.# M3/##,##.0 M3

PERMISSIBLE LOAD DENSITY XX KG/M3

SPEED XX.X / CONSUMPTION XX.X

**GENERAL VESSEL CHARACTERISTIC FOR BULK SHIPMENT:**

A) BE A SINGLE DECK BULK CARRIER, SEAWORTHY IN ALL RESPECTS, WITH CLEAR HOLDS AND HATCHWAYS SUITABLE FOR TYPICAL GRAB DISCHARGE.

B) SUPPLY POWER FOR ITS ON BOARD WINCHES, DERRICKS AND LIGHTS FREE OF EXPENSE TO CHARTERER.

C) NOT HAVE SHAFT TUNNEL IN THE HOLDS.

D) MEET THE RESTRICTIONS, IF ANY, IN THE BERTH CHARACTERISTICS.

E) BE CLASSED 100A1 AT LLOYDS OR EQUIVALENT.

F) BE GEARED.

G) AGE: BE NOT OLDER THAN 20 YEARS.

H) BE ACCEPTED BY THE PORT AUTHORITY AT THE PORT OF UNLOADING.

**OWNERS GUARANTEE:**

VSL TO BE A SINGLE DECK BULK CARRIER, SEAWORTHY IN ALL RESPECTS, WITH CLEAR HOLDS AND HATCHWAYS SUITABLE FOR TYPICAL GRAB DISCHARGE

VSL TO SUPPLY POWER AND LIGHTS FREE OF EXPENSE TO CHRTRS’

VSL DOES NOT HAVE SHAFT TUNNEL IN THE HOLDS

VESSEL FULLY CLASSED 100A1 AT LLOYD OR EQUIVALENT, ACCORDING TO IACS AND TO REMAIN SO THROUGHOUT THE VOYAGE.

BE ACCEPTED BY THE PORT AUTHORITY AT THE PORT OF UNLOADING

BE GEARED; OWNER IS OBLIGED TO PROVIDE A VESSEL AS DESCRIBED IN THIS CHARTER PARTY AGREEMENT. OWNER ENSURES THAT THE VESSEL IS FIT IN ALL RESPECTS TO CARRY THE CARGO SAFELY TO ITS DESTINATION

1. **D.OWNERS:** **agant**

**CHRTRS:** NICICO (NATIONAL IRANIAN COPPER INDUSTRIES CO.)

2. CGO AND QTTY: ظرفیت کلی محموله MT +/-5% IN CHTRS OPTION, IN ONE SHIPMENT, COPPER CONCENTRATESIN BULK OF HARMLESS, NON-HAZARDOUS, NON-CORROSIVE, SOLE CARGO,NON-APPB COPPER CONCENTRATES. CGO TO BE, TO BE LOADED/ STOWED/ CARRIED/ TRIMMED/ DISCHARGED IN STRICT CONFIRMITY WITH ALL IMO/ IMDG/ LOCAL/ INTERNATIONAL/ IMSBC CODE REGS/REQS.

3. LOADPORT: **1SP 1SB (1 SAFE PORT 1 SAFE BERTH) loadPort**

4. DISCH PORT: **2 SB 2SP (2 SAFE BERTH 2 SAFE PORT) dischargePort** **OR XXXXXXXX OR XXXXXX PORT, XXXXX**

4A.CHRTRS GUARANGEE NO RESTRICTIONS FOR THE VSL ALL ENDS

5. LAYCAN: **laycanStart - laycanEnd**

6. CANCELLATION DATE: AFTER THE DURATION OF LAYCAN DATE

7. LOADING RATE: loadingRate **MT H/H/H (HOOK/HATCH/HOLD) PRORATA PWWD (PER WEATHER WORKING DAY) OF 24 CONSECUTIVE HOURS FHEX UU IUATUTC (FRIDAY, NATIONAL & LOCAL HOLIDAYS EXCLUDED-UNLESS USED-IF USED, ACTUAL TIME USED TO COUNT).**

8. DISCH RATE: **dischargePort MT PWWD (PER WEATHER WORKING DAY) OF 24 CONSECUTIVE HOURS SATPMSHEX UU IUATUTC (SAT NOON, SUNDAYS, NATIONAL & LOCAL HOLIDAYS EXCLUDED-UNLESS USED-IF USED, ACTUAL TIME USED TO COUNT).**

9. FRT FREE IN AND OUT, STOW TRIM BASED ON THE BELOW RATE:

**- USD nerkh kerayeh bar vahed vazn FIOST (FREE IN AND OUT STOW AND TRIM) BSS (BASIS) 1/1 DISCHARGE AT FANGCHENG PORT, CHINA**

**- USD nerkh kerayeh bar vahed vazn PMT FIOST (FREE IN AND OUT STOW AND TRIM) BSS (BASIS) 1/2 BASED DISCHARGE AT FANGCHENG AND SHANGHAI PORTS**.

10. FREIGHT PAYMENT: **##**% FREIGHT TO BE PAID BY CHARTERERS/MERCHANTS TO OWNERS' NOMINATED BANK ACCT WITHIN **##** BANKING DAYS AFTER COMPLETION OF LOADING AND SIGNING/RELEASING B/L TO SHIPPER WHICH MARKED "FREIGHT PAYABLE AS PER C/P (CHARTER PARTY)" BALANCE **##**% OF FRT TO BE SETTLED WITHIN # BANKING DAYS AFTER COMPLETION OF DISCHARGE **AT LAST PORT**. FRT TO BE PAID IN XXXX. THE VALUE OF EACH PAYMENT SHALL BE CONVERTED FROM USD INTO EURO BASED ON INVOICE DATE THEREFORE THE APPLICABLE CONVERSION RATE WILL BE BASED ON ECB RATE AND UNKNOWN DATE OF WHICH WILL BE AGREED BY OWNERS & CHARTERER. THE SITE ADDRESS IS: [WWW.](http://www.ecb.europa.eu/)XXXXXXXXXXXX.XXX

THE ACCOUNT INFORMATION FOR EURO PAYMENT IS AS FOLLOWS:

BENEFICIARY: agant

BENEFICIARY ADDRESS : **agantAdress**

BANK NAME: XXXXXXXXXXXXXXXX,

BANK ADDRESS : # XXXXXXXXXXXXXXXX, XXXX, XX# #XX, XX

ACCOUNT NO.: ## #### ##

SWIFT CODE: XXXXXX##

SORT CODE: ## ## ##

AFTER FREIGHT PAYMENT IS DONE IN FULL, LIEN RIGHT OF VESSEL OWNER SHALL BE EXCLUDED.

FRT NOT TO BE PAID BY XXXX (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX). FRT TO BE PAID FM (FROM) XXX-XXXXXXXXXXXXXXXXXXXXXXXXXXX, BY OTHER COMPANY.

“FRT AS PER CHARTER PARTY” BS/L (BILLS OF LADING) TO BE ISSUED/RELEASED **IMMIDIATLEY AFTER ITS ISSUANCE BY AGENT TO THE CHARTERER.**

11. WEIGHING METHODES:

LOADPORT BY **weighingMethodes**.

DISCHARGE PORT BY **weighingMethodes**.

**FRT TO BE CHARGED AS PER weighingMethodes**. **FIGURE AT LOAD PORT.**

12. **OWNER SHALL AT THEIR OPTION INSTRUCT ITS P&I CLUB** TO BE PRESENTED BOTH AT LOAD & DISCHARGE PORTS.OWNER SHALL PROVIDE CHARTERER WITH FULL VESSEL'S DOCUMENTS IF CHARTERER ASKS FOR.

13. LAYTIME USED AT LOADING AND DISCHARGE PORTS SHALL CEASE TO COUNT IMMEDIATELY ON COMPLETION OF LOADING/DISCHARGING. THE CRANE STOPPAGES IN COMPLETAION LOADING OF EACH HOLD SHALL BE CONSIDERED PRO RATA IN LAYTIME CALCULATION.

**LAYTIME FOR DISCHARGE:** SHALL COMMENCE AT 01:00 PM THE SAME WORKING DAY IF NOR IS TENDERED DURING NORMAL OFFICIAL HOURS AT OR BEFORE 12:00 NOON AND COMMENCE. AT 08:00 AM THE NEXT WORKING DAY IF NOR IS TENDERED DURING NORMAL OFFICIAL HOURS AFTER 12:00 NOON UNLESS DISCHARGE IS SOONER COMMENCED IN WHICH CASE ACTUAL TIME USED FOR DISCHARGING SHALL COUNT AS LAYTIME. (START AND FINISH OF NORMAL OFFICE HOURS SHALL BE CONSIDERED ACCORDING TO DISPORT OFFICIAL REGULATIONS)

**LAYTIME COMMENCEMENT AT LOAD PORT:** 12 HOURS TURN TIME AFTER NOR TENDERED. UNLESS SOONER COMMENCED. IF USED, ACTUAL TIME USED TO COUNT. FIRST SHIFTING FROM ANCHORAGE TO BERTH DOES NOT COUNT AS LAYTIME UP TO COMPLETION OF INITIAL DRAFT SURVEY.

**LAYTIME NOT TO COUNT IN FLWG CIRCUMSTANCES:**

**1)** SHIFTING TIME FM (FROM) WAITING ANCHORAGE (ANCHOR AWAY/LIFTED) TO 1ST LOADING BERTH AND / OR DISCHARGING BERTHS SHALL NOT COUNT AS LAYTIME UNLESS THE VESSEL ON DEMURRAGE. SHIFTING TIME BETWEEN SHALLOW BERTH TO DEEP DRAFT BERTH AT LOAD PORT AND DISCHARGE PORT SHALL NOT COUNT AS LAYTIME.

**2)** TIME USED FOR INITIAL AND FINAL DRAFT SURVEY AND DOCUMENTATION SHALL NOT COUNT AS LAYTIME CALCULATION.

**3)** BAD WEATHER INCL RAIN, STRONG WIND, DENSY FOG SHALL NOT COUNT AS LAYTIME CALCULATION EVEN IF IT IS WORKING DAY.

**4)** MEAL TIME AND CHANGING SHIFT SHALL NOT COUNT AS LAYTIME

14. **DEMURRAGE USD demurrage PDPR / DHD WTS BE (PER DAY PER RATA/ DESPATCH HALF DEMURRAGE AND FOR WORKING TIME SAVED AT BOTH ENDS)**

LOAD PORT DEMURRAGE / DESPATCH (IF ANY) TO BE SETTLED ALONG WITH THE FREIGHT. DISPORT DEMURRAGE / DESPATCH (IF ANY) TO BE SETTLED WITHIN 15DAYS AFTER COMPLETION OF DISCHARGE UPON SUBMISSION OF ALL RELEVANT DOCS VIZ SINGED & STAMPED NOR/SOF BY MASTER , LAYTIME CALCULATION, TIME LOG AT PORTS (L/P) TO BE SIGNED AND STAMPED BY THE MASTER AND SHIPPING AGENTAND INSPECTION COMPANY ETC. EITHER BY EMAIL OR FAX OR COURIER.

15. IF SHIFTING ORDERED BY CHARTERERS / SHIPPERS / RECEIVERS, SHIFTING FROM 1ST TO 2ND BERTH SAME TO BE ON CHRTS TIME AND EXPENSE. ONCE ON DEMURRAGE ALWAYS ON DEMURRAGE TO BE APPLICABLE BENDS. SHIFTING FROM ANCHORAGE TO 1ST BERTH NOT TO COUNT AS LAYTIME.

16. AT LOADPORT/DISPORT, NOR TO BE TENDERED UPON SHIPS ARRIVAL AT CUSTOMARY ANCHORAGE W/W/W/W (WHETHER IN PORT OR NOT, WHETHER IN BERTH OR NOT, WHETHER IN FREE PRATIQUE OR NOT, WHETHER IN CUSTOMS CLEARANCE OR NOT), ANYTIME DAYNIGHT FHINC/SHINC. NOR CAN BE TENDERED BY EMAIL/FAX/CABLE TO SHPRS/CHRTRS BY MASTER/AGENTS/OWNERS.

17. LAYTIME NON-REVERSIBLE BENDS

18. OWNERS AGENT AT LOAD AND CHARTERERERS AGENT AT DISCH PORTS.

OWNERS AGENTS AT LOAD PORT:

XXXXXXXXX Co.

UNIT #, #XX XXXXX, NO. ##, XXXXX ST. XXXXXXXX ST., XXXXXXX SQ., XXXXXXX AVE., #########, XXXXXX, XXXX

TEL: +## ## ##### #### | +## ## #### #####| +## ## #### ######

FAX: +## ## #### ####

EMAIL ADDRESS: [XXXXXXXX@XXXX.](mailto:XXXXXXXX@XXXX.)XXX WEB: [WWW.XXXXXXXX.](http://WWW.XXXXXXXX.)XXX

CHARTERER AGENTS AT DISCH PORTS: TO BE ADVISED LATER BY CHARTERER

19. ALL CARGO TO BE LOADED UNDER DECK. NO CARGO TO BE LOADED IN OR ON TOP OF DEEP TANKS NOR IN BRIDGE SPACES, NOR IN ANY OTHER PLACES INACCESSIBLE FOR DISCHG BY VESSEL’S CRANES. INCASE VESSEL'S CRANES NOT FULLY OPERATIONAL, OWNERS TO ARRANGE SHORE CRANES AT ITS OWN COST AND OWNERS TO BE RESPONSIBLE FOR ITS CONSEQUENCES.

20. CHTRS TO LOAD CARGO STRICTLY IN ACCORDANCE WITH IMSBC CODE/IMO REGULATIONS. CARGOES SHALL BE LOADED, STOWED AND DISCHARGED IN ACCORDANCE WITH IMO LATEST REGULATIONS AND RECOMMENDATIONS. CHARTERERS SHALL COMPLY WITH THE TERMS OF BASEL CONVENTION 1992 AND ANY AMENDMENT THERETO

21. THE SHIPPERS/CHARTERERS SHALL PROVIDE ‘SHIPPER’S CARGO DECLARATION’ AS PER INTERNATIONAL MARITIME SOLID BULK CODE (IMSBC) PRIOR COMMENCEMENT OF LOADING. THE CARGO WILL BE LOADED AND STOWED BY CHARTERERS IN ACCORDANCE WITH IMSBC AND APPLICABLE LOCAL AND INTERNATIONAL REGULATIONS OF ALL PORTS OF CALL INCLUDING THE INTERMEDIATE ONES.

BEFORE COMMENCEMENT OF LOADING CHARTERERS/SHIPPERS TO PROVIDE WITH LABORATORY ANALYSIS/CERTIFICATE EVIDENCING THAT BOTH THE FLOW MOISTURE POINT AND TRANSPORTABLE MOISTURE LIMIT OF SUCH CARGO ARE WITHIN THE LIMIT AS SET OUT BY IMO. CERTIFICATE ALSO TO CONTAIN STOWAGE FACTOR, AND ANGLE OF REPOSE, ETC. (AS DEFINED BY IMO)

SUCH CARGO TO BE LOADED, STOWED, TRIMMED AND DISCHARGED STRICTLY ACCORDING TO LATEST IMO AND/OR ANY OTHER LATEST REGULATIONS/RULES APPLICABLE TO SUCH CARGO.

AFTER LOADING CHARTERERS UNDERTAKE TO ARRANGE FOR SPECIAL EXTRA TRIMMING AND/OR LEVELING OF THE CARGO TO SATISFACTION OF MASTER AND INDEPENDENT SURVEYORS APPOINTED BY CHARTERERS/SHIPPERS AT THEIR EXPENSE AND TIME.

22. TAXES & DUES IF ANY ON CARGO TO BE ON CHARTERERS / SHIPPERS / RECEIVERS ACCOUNT AND ANY TAXES, DUES ON VESSEL, FRT TO BE OWNERS ACCOUNT.

23. CARGO QUANTITY TO BE ASCERTAINED AS PER INDEPENDENT DRAFT SURVEYORS BENDS. ISC NOT TO BE USED FOR DRAFT SURVEY. VESSEL NOT TO SAIL DISCHARGE PORT UNLESS ALL CLEAR DRAFT SURVEY RESULTS AGREED BY ALL PARTIES. BUT MAX 6HRS AFTER COMPLETION OF DISCHARGE.

24. IN CASE ORIGINAL BS/L (BILLS OF LADING) NOT BE READY UPON VESSEL'S ARRIVAL AT DISCHARGE PORT, OWNERS ALLOW TO DISCHARGE CARGO UPON ARRIVAL CHARTERER'S SINGLE LOI WITH OWNERS P&I CLUB WORDINGS SIGNED BY CHRS ONLY. RELEASE OF CARGO ALWAYS AGAINST ORIGINAL BILL OF LADING AND ONCE IT IS BEING INSTRUCTED FROM CHARTERER (NICICO).

25. CONGEN BILLS OF LADING 1994 TO BE USED. MASTER TO AUTHORIZE LOADPORT AGENTS TO SIGN AND RELEASE BS/L (BILLS OF LADING) STRICTLY IN CONFIRMITY WITH M/R, DRAFT BS/L (BILLS OF LADING) TO BE APPROVED BY OWNERS IN WRITING PRIOR ISSUANCE/ RELEASE.

IN MR (MATE’S RECEIPT) SHIPPERS TO BE: NICICO (NATIONAL IRANIAN COPPER INDUSTRIES CO.)

MR (MATE’S RECEIPT) RECEIVERS TO BE: TO ORDER

IN MR CONSIGNEE TO BE: TO ORDER

26. IN THE EVENT OF BREAKDOWN OF SHIP’S CRANES BY REASON OF DISABLEMENT OR INSUFFICIENT POWER, LAYTIME OR TIME ON DEMURRAGE SHALL BE CALCULATED ON PRO RATA BASIS.

27. ARBITRAION IS AS FOLLOWS:

ARBITRATION AS PER GENCON 94, CLAUSE 19 (C). ICC: INTERNATIONAL CHAMBER OF COMMERCE.

ARBITRATION SHALL BE IN ENGLISH LANGUAGE, THE SEAT OF ARBITRATION SHALL BE LONDON, AND GOVERNING LAW SHALL BE THE LAW OF ENGLAND.

28. SWITCH B/L (BILL OF LADING) TO BE ISSUED AFTER SURRENDERING OF 1ST SET OF ORIGINAL B/L (BILL OF LADING) + NON-NEGOTIABLE B/L (BILL OF LADING) TO OWNERS AND AGAINST GIVING AN LOI SIGNED / STAMPED BY CHARTERERS AS PER OWNERS P&I STANDARD WORDING OF LOI.

29. OWNER ACCEPT TO PUT ‘MIDDLE EAST PORT’ OR ‘PERSIAN GULF PORT’ OR ‘JEBEL ALI’ OR ‘DUBAI’ AS LOADING PORT IN 2ND SET OF BILLS IF NEEDED AGAINST CHTR'S LOI WITH OWNERS P&I CLUB WORDINGS SIGNED BY CHRTRS AND RECEIVERS.

BACKDATED BLS ARE NOT ALLOWED.

30. CHARTERERS REQUIRE CLEAN ON BOARD MATES RECEIPTS / BILLS OF LADING AGAINST LOADING CLEAN CARGO. MASTER HAS RIGHT TO SUPERVISE LOADING OPERATION AND REJECT ANY CONTAMINATED / DIRTY CARGO HOWEVER MASTER REMARKS IF ANY TO BE ADVISED TO CHARS/SHIPPERS PRIOR LOADING ENABLE THEM TO REPLACE SAME PRIOR LOADING. CGO TO BE REPLACED AT CHRTRS/SHIPPER ACC/TIME/COSTS.

31. OWNERS WARRANT THAT ALL HOLDS ARE DRY, CLEAN AND IN EVERY RESPECT FIT FOR LOADING, CARRYING COPPER CONCENTRATES. UPON ARRIVAL LOAD PORT HOLDS TO BE INSPECTED BY CHARTERERS / SHIPPERS SURVEYOR AND IF HOLDS ARE NOT PASSED THEN TIME TO STOP FROM COUNTING FROM THE TIME OF REJECTION TILL ALL HOLDS ARE PASSED. SHALL SOME HOLDS BE ACCEPTED FOR LOADING – TIME TO COUNT PRORATA.

32. CHRTRS CONFIRM THE CARGO IS NOT IN CONTRAVENTION OF EU/US/UN SANCTIONS.

33. CHRTRS TO ADVISE SHIPPERS AND RECEIVERS NAME PRIOR FIXING. SHIPPERS: NICICO (NATIONAL IRANIAN COPPER INDUSTRIES CO.) RECEIVER: NOT KNOWN YET, TO ORDER

34. BIMCO DOUBLE BANKING CLAUSE TO APPLY BIMCO BULK CARRIER SAFETY CLAUSE TO APPLY

35. IN CASE, CHARTERER COMPLIES WITH ITS PAYMENT OBLIGATION AS MENTIONED ON CLAUSE 9 OF THUS CHARTER PARTY AGREEMENT, LIEN RIGHT SHALL BE EXCLUDED.

36. OTHERWISE AS PER GENCON 1994.

|  |  |
| --- | --- |
| CHARTERERS  **charterer** | OWNER  **owner** |
| **DIRECTOR**  **chartererCeo** | **DIRECTOR**  **ownerCeo** |