



CONTINENT GRAIN CHARTER PARTY

adopted PARIS 1957 – amended 1960 – amended 1974 – amended 1990
by SYNDICAT NATIONAL DU COMMERCE EXTERIEUR DES CEREALES
amended 1960, 1974 and 1990 in agreement with COMITE CENTRAL DES ARMATEURS DE FRANCE
in cooperation with the French Chartering and S. & P. Brokers' Association
adopted by the DOCUMENTARY COMMITTEE of THE BALTIC AND INTERNATIONAL MARITIME COUNCIL

Code Name: **SYNACOMEX 90**

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Dated at**29th November, 2017**

| | | |
|-------------------------|--|----|
| Owners | 1. It is this day agreed between ...EASTERN BULK A/S..... | 1 |
|  | ..... | 2 |
| Vessel | asdisponentOwnersofthe.....of..... M/V“GH DANZERO”.....(<i>seeVessel’sdescriptioninriderClause30</i>)..... 36,264/21,607 tonsgross/nett | 3 |
| | Register and classed ABS.....carrying about 63,326 metric tons deadweight exclusive of bunkers, now | 4 |
| | trading.....and expected ready to load about.....and..... Messrs Agrocorp InternationalPte.,Ltd | 5 |
| Charterers | 10 Anson Road #34-04/05/06 International Plaza Singapore 079903.....asCharterers. | 6 |
| Loading port(s) | 2. Thatthesaidvesselbeingtight,staunchandineverywayfitforthevoyage,shallwithallconvenientspeedproceedto 1safe berth1safeportUpriver plus completion 1sb Bahia Blanca or 1sb Necocha OR full 1sb Bahia Blanca OR full 1sb Necochaopt always afloat | 7 |
| | which in case of named port(s) Owners acknowledge as safe and suitable for this vessel and there load a)always afloat /b)always afloat or safely aground | 8 |
| Cargo | in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Shippers may direct a full and complete cargo quantity of wheat and/or maizeand/or ryeand/orbarleyof..... 55,000metrictons10%moreorlessinOwners’optionbulkwheatstowagefactorabout44’withoutguarantee. | 9 |
| | At load port time employed shifting berths/anchorage and time waiting for shifting pilot not to count as laytime, and any additional shifting expenses apart 1 st shifting from pilot station/waiting anchorage to be for CHARTERERS account.If 1sb Necocha OR full 1sb Bahia Blanca OR full 1sb Necocha, only shifting from pilot station/anchorage/customary waiting place to first berth to be for owners account, if any subsequent shifting time and cost (excluding bunkers consumed) to be for charterers accountbends shiftings from waiting place/ layberth/anchorage to loading/discharge berth to be always for owns acct. | 10 |
|  | ..... | 12 |
|  | ..... | 13 |
| | Owners shall provide and install at their risk and expense and on their time all that is required for safe stowage of grain according to local and international regulations. Cargo to beloadedinstinctconformitywithvessel’sgrainstabilitybookletandSOLASRegulations. | 14 |
| | Thecargoshallnotexceedwhatthevesselcanreasonablystowandcarryoverandaboveherbunkers,apparel,stores,provisionsandaccommodation.Thewholecargo shall be carried and stowed under deck. All cargo on board tobedelivered. | 15 |
| | Furthermore,ifstowagebagshavebeenspecificallyagreed,thefollowingshallapply: | 16 |
| | Charterers shall supply for stowage purposes a quantity of bagged cargo not exceeding.....per cent, which shall be stowed at their risk and expense. Thenumberof bagssigned foronBillsof Ladingtobebindingonvesseland Owners,unlesserrororfraudbeproved. | 17 |
| Discharging port(s) | Beingsoloaded,thevesselshallproceedwithallconvenientspeeddirectto..... 1-2 safe anchorages always afloat Chittagong, Bangladesh | 18 |
| | which in case of named port(s) Owners acknowledge as safe and suitable for this vessel, and there discharge the cargo a)always afloat/ b)always afloat orsafelyaground | 19 |
| | insuchsafeberth,dock,wharforanchorageasCharterersortheirAgentsorReceiversmay direct. Receivershavetheoptionofusingasecondsafeberth.Thetimeforshifting between the two shall not count as laytime, but shifting expenses shall be for vessel’s account. Shiftings from waiting place/ layberth/anchorage | 20 |
| | loading/discharge berth to be always for owns acct. | 21 |
|  | ..... | 22 |
| Freight | The freight agreed under this Charterpartyshallbe....freight USD 40.95 pmt.....s 2-1 and USD 39.00 pmtfiostbss 1-1 | 23 |
| | If El Transito, Dempa, Pampa or Nidera Berth are used at load, then Additional FRT to be USD 0.35 PMT | 24 |
|  | ..... | 25 |
|  | ..... | 26 |
| | AnyadditionaltrimmingrequiredbyMasterduetovessel’ssafetrim/stabilitytobeforOwner’saccountandtimeusednottocountaslaytimeortimeondemurrage. | 27 |
|  | ..... | 28 |
| | per tonof1.000kilosonnnettBillofLadingweightless0.50percentandshallbedeemedearnedascargoisloadedonboard,prepaiddiscountlessandnonreturnable, | 29 |
| | vessel and/or cargo lost or not lost. The freight shall be paid as follows: (<i>SeeClause30-A</i>)..... | 30 |
|  | ..... | 31 |
|  | ..... | 32 |
|  | ..... | 33 |
|  | ..... | 34 |
|  | ..... | 35 |
| Loading and Discharging | All charges and dues levied on the cargo shall be for Charterers’ account and those levied on the vessel / crew / flag / freight forOwners’account. | 36 |
| | 5. Cargo shall be loaded, spout / grab / conveyorbelt/ -trimmed and/or-stowed at the expense and risk of Shippers/Charterers at the average rate of ..(<i>See Clause33</i>) | 37 |

| | | |
|----------------------------|---|----|
| |weatherpermitting, | 38 |
| | Cargo shall be discharged at the expense and risk of Receivers/Charterers at the average rate of...(See Clause 33)..... | 39 |
| |weatherpermitting, | 40 |
| | StowageshallbeunderMaster'sdirectionandsupervisionresponsibility.Shipper'sand/orCharterers'representativeshavetherighttobeonboardthevesselduringloading, | 41 |
| | discharging or lightering for the purpose of inspecting the cargo and/or weighing. Charterers and Owners are allowed to work overtime, such expenses shall be for | 42 |
| | accountofthepartyorderingsame.IforderedbyPortAuthorities,overtimeshallbeforCharterer'saccount.Overtimeservicesrenderedbyship'screwshallbeinall | 43 |
| | cases for Owners' account. | |
| Laydays/Cancelling | 6. Atportofloadinglaytimeshallnotcountbefore00:01hours8.00a.m.onthe...08thDecember,2016.....andanycasenotbeforethedatenotified | 44 |
| | by the 7 40days notice as per clause No. 7. Should the vessel's notice of readiness not be validly tendered as per clause 8 before 09.0024:00hours on the14th December,2016. | 45 |
| | Charterersshallhavetheoption ofcancellingthischarteratanytimethereafterbutnotlaterthanonehourafterthenoticeisvalidlytendered. | 46 |
| Vessel's Positions, Notice | 7. Masterand/orOwnersshallgive...onfixing10..daysandthereafter....5/3/21....daysnoticeofvessel'sexpectedreadinesstoloadto:CharterersandAgents | 47 |
|  | ..... | 48 |
| | Masterand/orOwnersshallgivethempromptadviceofany substantialchangein vessel's position. | 49 |
| Laytime | 8. Vessel'swrittennoticeofreadinesstoloadand/or dischargeshallbetenderedattheofficeofShippers/Charterers/Receiversortheiragents,betweenMondayand | 50 |
| | Friday 09:00 — 17:00 hoursAt load port, Notice of Readiness to betendered within working hours Monday to Friday 09:00 - 17:00 hours and 09:00-12:00 hours onSaturdays | 51 |
| | and not prior commencement of laydays. At discharge port, Notice of Readiness to be tendered within Sunday to Thursday 08:00 -17:00 hours | 52 |
| | (SeealsoClauseNo.34)atloadports,andSunday08:00hourstoThursdaynoonforBangladeshatdischargeport,onalldaysexceptSaturdays,Sundays | 53 |
| | andHolidaysandbetween08.00hoursand12.00hoursonSaturdaysunlessaHoliday. Suchnoticeofreadinessshall bedeliveredwhenvesselisintheloadingordischarging | 54 |
| | berthandinall respectsready toload/discharge. AtloadingportShippers/CharterersortheirAgentshavethe privilege toinspectvessel'sholdandrejectthenoticewhenholds | 55 |
| | are not clean, dry, odourless and in all respects ready to receive the cargo. | 56 |
| | Incaseofdispute,andindependentsurveyorshalldecideaboutvessel'sreadinesstoload,Ownersbearingthecosts. Iftherejectionofnoticeofreadinessisundisputed | 57 |
| | orconfirmedbysurveyorthelaytimewillonlystarttocountafterthevesselhasvalidlytenderedagainwhenready. | 58 |
| | Onlywhenthe loadingand/or dischargingberthisunavailable, orforwhateverreasonbeyondOwners'control,vesselwillnotbeabletoproceeddirectlytotheloading/ | 59 |
| | dischargingberth, Mastermaywarrantthatthe vesselisinall respectsready andmay tendernotice ofreadinesstoload and/or discharge fromany usualwaitingplace, whether | 60 |
| | in port or not, whether in free pratique or not, whether customs cleared or not. | 61 |
| | At load and discharge ports laytime shall commence at 08:00 hours next working day after valid notice of readiness tendered. at 14.00 hours if to loadand/or dischargevalidly | 62 |
| | at or before 12.00 hours and at 08.00 hours on the next working day if notice of readiness is validly tendered after 12.00 hours. Time used before commencement of laytimeshall | 63 |
| | notcount.Laytimeatload port shallnotcountbetween12.00hoursonSaturday,SundaytillMonday08:00a.mhours. At discharging port time from Thursday 17:00 hours, 64 | |
| | Fridays, Saturdays, till Sunday 08:00 hrs or from 17:00 hours on a day precedinglegal or local holidays till next working day of 08:00 hours, not to count even if | |
| | used65and08.00hoursonthefollowingworkingdayunlessusedinwhichcasehalf time actually used shall count. Anydelayscausedbyice, floods, quarantine, 66 | |
| | orbycasesof, forcemajeure"shallnotcountaslaytimeunless thevesselisalreadyondemurrage. Generaland/orlocaland/or | 67 |
| | religious holidays to be excluded from laytime&demurrage. | 68 |
| | When Master has tendered notice of readiness to load or discharge from a waiting place and vessel is subsequently found unready in application of theaboveprovisions, | 69 |
| | laytimeortimeondemurrageshallnotcountfromthetimethevesselisrejecteduntilthetimesheisaccepted. Additionally, anyactualtimelostonaccountofvessel's | 70 |
| | obtainingfreepratiqueorcustoms clearanceshallnotcountaslaytimeortimeondemurrage. Atsecondorsubsequentport(s) ofloadingordischarging, laytimeortime | 71 |
| | ondemurrageshallresume countingfromvessel'sarrivalatloadingordischargingberth, ifavailable, orfromvessel'sarrivalatausualwaitingplace, ifberthisunavailable. | 72 |
| | Atallportsanytimelostshiftingfromwaitingplacetoberth shallnotcountaslaytimeorastimeondemurrage. | 73 |
| Demurrage | Demurrageis payableby Charterersattherateof.....(SeeClauseNo.47).....USD 16,500 PDPR/HDWTS BENDS.....perdayof24consecutivehoursorprorata. | 74 |
| Despatch money | OwnersshallpaytoCharterersdespatchmoneyforlaytimesavedinloading/dischargingattherateof.....(SeeClauseNo.47).....USD 8,250 BENDS..... | 75 |
| | per day of 24 consecutive hours orprorata. | 76 |
| Seaworthy trim | Iforderedtobe loadedordischargedatmore thanone berthand/orport, the vesselistobe leftinseaworthytrim andconditionto Master'sreasonable satisfaction | 77 |
| | forthepassagebetweenberthsand/orportsatCharterers'expenseatloadingandatCharterers'/Receivers'expenseatdischargingports, andtimeusedforplacingvesselin | 78 |
| | seaworthy trim shall count as laytime or timeondemurrage. | 79 |
| Fumigation | Charterers have the liberty to fumigate the cargo on board at loading and discharging port(s) or places on route at their risk and expense, and ontheir responsibility | 80 |
| | that Officers and Crew as well as all other persons on board the vessel during and after the fumigation are not exposed to any healthhazardswhatsoever. Charterers | 81 |
| | undertaketopayOwnersallnecessaryexpensesincurredbecauseofthefumigationandtimelosttherebyshallcountaslaytimeortimeondemurrage. Whenfumigation | 82 |
| | has been effected at loading port and has been certified by proper survey or by a competent authority, Bills of Lading shall not be claused by Master for reason ofinsects | 83 |
| | have been detected in the cargo prior to such fumigation. (See ClauseNo.46) | 84 |
| Lights and gear | 9. Wheneverrequired, vesselshallsupplyfreeuseoflightsasonboardbutsufficienttocarryon nightwork. | 85 |
| | Provided described as geared, vessel, whenever required, shall supply free use of all cargo handling gear on board, in good working order, with necessary motive | 86 |
| | power, andofrunnersropesandslingsasonboard. Shorehandsshallbeusedtodrivethegear, atShippers'/Charterers'/Receivers'account. Anytimeactuallylost on | 87 |
| | account of breakdown of vessel's gear shall not count as laytime or time on demurrage and any directly related stevedore standby time changes incurred thereby shallbefor | 88 |
| | Owners'account. Oneshiftonly. IfanycranebreakdownChartererstoaallowOwners24hourstofindmobilecraneifnecessary. | 89 |
| Agencies | 10. At loading port the vessel shall beconsignedto: | 90 |
| | WorldBondLogisticSolutionsJuramento1475Floor13Suite1CapitalFederal–ArgentinaMob: + 5491161218375DiegoE. JordanEmail: diego@wbls.com.ar | 91 |
| | Skype:diegoenriquejordan www.wbls.com.ar . | 92 |

| | | |
|--|--|-----|
| | At discharging port, she shall be consigned to: <i>to be advised by charterers</i> | 93 |
| Extra Insurance | 11. Any extra insurance on cargo due to vessel's age and/or flag and/or class shall be for Owners' account; such extra insurance shall be covered by Charterers for Owners account and shall be deducted from settlement of freight. (See Clause No.49) | 94 |
| Brokerage | 12. A brokerage of.....1.25..... per cent on the gross amount of freight, deadfreight and demurrage earned is due to:..GreyM Consulting ltd.. If Vessel is unable to sail from Necochea because of the swell for more than 48 hrs after completion of loading. The shipbroker will discount the brokerage commission by 50% | 95 |
| Address Commission | 13. An address commission of 2 ½ per cent on the gross amount of freight, deadfreight and demurrage earned, is due to Charterers and is deductable from freight deadfreight and demurrage. | 96 |
| Arbitration | 14. Any dispute arising out of the present contract shall be referred to Arbitration in London of, Chambre Arbitale Maritime de Paris 73, Bd Hausmann 75008 Paris". The decision rendered according to the rules of Chambre Arbitale and according to French/English Law shall be final and binding upon both parties. The right of both parties to refer any disputes to arbitration ceases twelve months after date of completion of discharge or, in case of cancellation or non-performance, twelve months after the cancelling date as per clause 6 or after the actual date of cancellation whichever is the later. Where this provision is not complied with, the claim shall be deemed to be waived and absolutely barred. (See Clause No.53) | 97 |
| Bills of Lading | Clauses No. 18 to 29, as printed overleaf, are deemed to be incorporated in this Charterparty. 15. The Master is to sign Bills of Lading as presented in strict accordance with Mate's Receipts without prejudice to the terms, conditions and exceptions of this Charterparty. If the Master delegates them signing of Bills of Lading to his Agents, he shall give them authority to do so in writing, copy of which is to be furnished to Charterers.- When bills of lading marked „Freight prepaid“ are required, same shall be released by Owners immediately upon receipt of a telex from Charterers' Bank confirming that freight payable has been irrevocably transferred. | 98 |
| Relet | 16. Charterers have the right to relet all or part of this Charterparty, they remaining responsible for its due fulfilment. | 99 |
| Deviation | 17. Deviation in saving or attempting to save life or property at sea or for bunkering purposes or any other reasonable deviations shall not be deemed an infringement of this Charterparty and the Owners shall not be liable for any loss or damage resulting therefrom. | 100 |
| Lien and cesser clause | 18. The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charterparty. Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight, and demurrage and except all other matters provided for in this Charterparty where the Charterers' responsibility is specified. | 101 |
| Penalties | 19. Penalty for non-performance of this charter shall be limited to the proved damages caused to one of the parties without exceeding the estimated amount of freight. | 102 |
| Responsibilities | 20. 1) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Contract and to any Bills of Lading issued hereunder. | 103 |
| and immunities | When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply. | 104 |
| | 2) In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 – The Hague – Visby Rules-apply compulsorily, the provisions of the respective legislation shall apply. | 105 |
| | 3) The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the vessel. | 106 |
| | 4) Save to the extent otherwise in this Charterparty 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, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against. | 107 |
| General ice clause | 21. Port of Loading a) In the event of the loading port being inaccessible by reason of ice when vessel is ready to proceed from her last port or at any time during the voyage or on vessel's arrival or in case frost sets in after vessel's arrival, the Captain for fear of being frozen in is at liberty to leave without cargo, and this charter shall be null and void. | 108 |
| | b) If during the loading the Captain, for fear of the vessel being frozen in, deems it advisable to leave, he has liberty to do with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owners' benefit to any port or ports including port of discharge. Any part cargo thus loaded under this charter to be forwarded to destination at vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per charter. | 109 |
| | c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion. | 110 |
| Amended Centrocon strike clause | 22. If the cargo cannot be loaded by reason of Riots, Civil commotions or of a Strike or Fire 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 Fire or Lock-out on the Railways, or in the Docks, or other loading places, or if the cargo cannot be discharged by reason of Riots, Civil Commotions or of a Strike or Fire or Lock-out of any class of workmen essential to the discharge, the time for loading or discharging, as the case may be, shall not count during the continuance of such causes, provided that the strike or Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing 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 / Receivers of the cargo, or Owners of the vessel. For the purpose, however, of settling despatch money 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. | 111 |

General average and the New Jason Clause

In London and English Law to apply

Both to blame Collision clause

In London and English law to apply

War risks („Voyawar1993 1950“)

26. General average shall be adjusted according to the York/Antwerp Rules 1974, but where the adjustment is made in accordance with the law and practice of the ~~English Law United States of America~~, the following clause shall apply:
„In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is no 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“
and the charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.

27. If the liability for any collision in which the vessel is involved while performing this Charterparty falls to be determined in accordance with ~~English Law the law of the United States of America~~, the following clause shall apply:
„If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of 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 carrying ship or carrier.
The foregoing provision shall also apply where the Owners, Operators or those in charge of any ship or ships or object 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 Charterparty shall contain the same clause.

28. 1) In these Clauses „war risks“ shall include any blockade or any action which is announced as a blockade by any Government or any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.
2) If at any time before the vessel commences loading, it appears that performance of the contract will subject the vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter.
3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of lading for any adventure on which or any port at which it appears that the vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the vessel shall have liberty to carry other cargo for Owner's benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.
4) If at the time the Master elects to proceed with part or full cargo under item 3, or after the vessel has left the loading port, or the last of the loading ports, if more than one, it appears that further performance of the contract will subject the vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as maybe ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have dispatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their direction, decide on and such discharge shall be deemed to be due fulfilment of the contract of affreightment. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading, or to which the vessel may be ordered pursuant thereto.
5) a) The vessel shall have the liberty to comply with any direction or recommendation as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharge, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or of any such organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or by any committee or person having under the terms of the war risks insurance on the vessel, the right to give any such directions or recommendations. If, by any reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.
b) If, by reason of or in compliance with any such directions or recommendations, the vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment on the contract of affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the vessel may have been ordered pursuant thereto.
6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in items 4 and 5(b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these terms.

29. Clauses 30 to 69 inclusive, as attached, are deemed to be incorporated in this Charter Party.

The Charterers:

The Owners: