



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 betweenEASTERN BULK A/S.....	1
	.....	2
Vessel	as disponent Owner of the of M/V "GH DANZERO" (<i>see Vessel's description in rider Clause 30</i>) 36,264/21,607 tons gross/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 Agrocrops International Pte., Ltd	5
Charterers	10 Anson Road #34-04/05/06 International Plaza Singapore 079903 as Charterers.	6
Loading port(s)	2. That the said vessel being tight, staunch and in every way fit for the voyage, shall with all convenient speed proceed to Isafe berth Isafe port Upriver plus completion 1sb Bahia Blanca or 1sb Necocha OR full 1sb Bahia Blanca OR full 1sb Necocha each opt 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 maize and/or	9
	rye and/or barley of 55,000 metric tons 10% more or less in Owners' option bulk wheat stowage factor about 44 without guarantee. 11	10
	At load port time employed shifting berths/anchorages 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 account bends shifting from waiting place/ lay berth/ anchorage to loading/discharge berth to be always for owns acct.	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 be loaded in strict conformity with vessel's grain stability booklet and SOLAS Regulations.	14
	The cargo shall not exceed what the vessel can reasonably stow and carry over and above her bunkers, apparel, stores, provisions and accommodation. The whole cargo shall be carried and stowed under deck. All cargo on board to be delivered.	15
	Furthermore, if stowage bags have been specifically agreed, the following shall apply:	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. The number of bags signed for on Bill of Lading to be binding on vessel and Owners, unless error or fraud be proved.	17
Discharging port(s)	Being so loaded, the vessel shall proceed with all convenient speed direct to 1-2 safe anchorages always afloat Chittagong, Bangladesh 21	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 or safely aground	19
	in such safe berth, dock, wharf or anchorage as Charterers or their Agents or Receivers may direct. Receivers have the option of using a second safe berth. The time for shifting between the two shall not count as laytime, but shifting expenses shall be for vessel's account. Shiftings from waiting place/ lay berth/ anchorage	20
	loading/discharge berth to be always for owns acct.	21
	.....	22
Freight	The freight agreed under this Charter party shall be freight USD 40.95 pmt ss 2-1 and USD 39.00 pmt fiostbss 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
	Any additional trimming required by Master due to vessel's safe trim/stability to be for Owner's account and time used not to count as laytime or time on demurrage.	26
	.....	27
	per ton of 1.000 kilos nett Bill of Lading weight less 0.50 percent and shall be deemed earned as cargo is loaded on board, prepaid discountless and non returnable,	28
	vessel and/or cargo lost or not lost. The freight shall be paid as follows: (<i>See Clause 30-A</i>).....	29
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	33
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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 for Owners' account.	36
	5. Cargo shall be loaded, spout / grab / conveyor belt / -trimmed and/or stowed at the expense and risk of Shippers/Charterers at the average rate of .. (<i>See Clause 33</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....5/3/2/1....daysnoticeofvessel'sexpectedreadinesstoloadto:CharterersandAgents	47
	.....	48
	Masterand/orOwnersshallgivethempromptadviceofany substantialchangeinvessel'sposition.	49
Laytime	8. Vessel'swrittennoticeofreadinesstoloadand/or dischargehallbetenderedattheofficeofShippers/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
	Onlywhentheloadingand/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 load and/or discharge validly	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 laytime shall	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 preceding legal or local holidays till next working day of 08:00 hours, not to count even if	
	used65and08.00hoursonthefollowingworkingdayunlessusedinwhichcasehold 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 the above provisions,	69
	laytimeortimeondemurrageshallnotcountfromthetimethevesselisrejecteduntilthetimesheisaccepted.Additionally,anyactualtimelostonaccountofvessel's	70
	obtainingfreepratiqueorcustomsclearanceshallnotcountaslaytimeortimeondemurrage.Atsecondorsubsequentport(s)ofloadingordischarging,laytimeortime	71
	ondemurrageshallresume counting from vessel's arrival at loading or discharging berth, if available, or from vessel's arrival at a usual waiting place, if berth is unavailable.	72
	At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage.	73
Demurrage	Demurrage is payable by Charterers at the rate of.....(See Clause No. 47).....USD 16,500 PDPR/HDWTS BENDS.....per day of 24 consecutive hours or prorata.	74
Despatch money	Owners shall pay to Charterers despatch money for lay times saved in loading/discharging at the rate of.....(See Clause No. 47).....USD 8,250 BENDS.....	75
	per day of 24 consecutive hours or prorata.	76
Seaworthy trim	If ordered to be loaded or discharged at more than one berth and/or port, the vessel is to be left in seaworthy trim and condition to Master's reasonable satisfaction	77
	for the passage between berths and/or ports at Charterers' expense at loading and at Charterers'/Receivers' expense at discharging ports, and time used for placing vessel in	78
	seaworthy trim shall count as laytime or time on demurrage.	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 on their 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 health hazards whatsoever. Charterers	81
	undertake to pay Owners all necessary expenses incurred because of the fumigation and time lost thereby shall count as laytime or time on demurrage. When fumigation	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 of insects	83
	have been detected in the cargo prior to such fumigation. (See Clause No. 46)	84
Lights and gear	9. Whenever required, vessel shall supply free use of lights as on board but sufficient to carry on night work.	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, and of runners ropes and slings as on board. Shore hands shall be used to drive the gear, at Shippers'/Charterers'/Receivers' account. Any time actually lost 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 shall be for	88
	Owners' account. Oneshift only. If any crane breakdown Charterers shall allow Owners 24 hours to find mobile crane if necessary.	89
Agencies	10. At loading port the vessel shall be consigned to:	90
	World Bond Logistic Solutions Juramento 1475 Floor 13 Suite 1 Capital Federal - Argentina Mob: +5491161218375 Diego E. Jordan Email: diego@wbls.com.ar	91
	Skype: diegoenriquejordanwww.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 deductible 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. 16. Charterers have the right to relet all or part of this Charterparty, they remaining responsible for its due fulfilment.	98
Relet	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.	99
Deviation	18. The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charterparty.	100
Lien and cesser clause	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 designation 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 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
		112

General average and the New Jason Clause	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.	143 144 145 146 147 148 149 150 151
Both to blame Collision 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.	152 153 154 155 156 157 158 159
War risks („Voyawar1993 1950“)	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.	160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183
The Charterers:	The Owners:	184 185