

PART II
HEAVYLIFTVOY - Heavy Lift Voyage Charter Party

SECTION 1 - DEFINITIONS AND VOYAGE

Definitions

- "The Carrier" shall mean the party stated in Box 2.
- "The Merchant" includes the party stated in Box 3, the shipper, receiver, consignee, the holder of the Bill of Lading, the owner of the Cargo and any person entitled to the possession of the Cargo.
- "The Vessel" shall mean the vessel stated in Box 4. If no vessel is stated in Box 4 then the vessel designated by the Carrier shall be the Vessel.
- "Loading Port" shall mean the port(s), place(s) or area(s) specified in Box 6.
- "Discharging Port" shall mean the port(s), place(s) or area(s) specified in Box 7.
- "The Cargo" shall mean any goods or equipment or other items described in Box 5.
- "The Transportation" shall mean the carriage of the Cargo and the loading and discharging and all other operations connected therewith.

Singular/Plural

In this Charter Party the singular includes the plural and vice versa as the context admits or requires.

1. Scope of Voyage

(a) It is agreed between the Carrier and the Merchant that, subject to the terms and conditions of this Charter Party, the Cargo shall be transported by the Vessel from the Loading Port, or so near thereto as she may safely get and lie always safe and afloat, to the Discharging Port, or so near thereto as she may safely get and lie always safe and afloat.

(b) The Carrier shall exercise due diligence in making the Vessel seaworthy before and at the beginning of the loaded voyage.

(c) Unless this Charter Party is for a complete or sole cargo as described in Box 5, the Carrier shall have the liberty of loading and/or discharging other part cargoes for the account of other merchants or shippers from/to port or ports en route or not en route. The rotation of loading and discharging ports or berths in those ports shall be in the Carrier's option.

The Carrier shall be at liberty to tranship, lighter, land and store the Cargo either on shore or afloat and reship and forward the same to the Discharging Port.

The exercise of any of these options by the Carrier shall in no way constitute a deviation, notwithstanding anything else contained in this Charter Party. The Merchant shall procure that the Carrier's options as provided for in this Clause shall be duly incorporated in Bills of Lading issued under this Charter Party.

*(d) The Carrier shall use its best endeavours to limit the Vessel's transit time from departure from last Loading Port to tendering notice of readiness at first Discharging Port to the number of days inserted in Box 21. If the transit time is exceeded for any reason within the Carrier's control the Carrier's liability shall be limited to damages directly sustained by the Merchant but not exceeding the amount stated in Box 21 per day pro rata. Total damages shall be limited to the amount stated in Box 21. Delays due to weather and/or engine breakdown shall not be deemed to be within the Carrier's control.

*(e) The Carrier shall use its best endeavours to ensure that the Vessel arrives at the first Discharging Port by the date inserted in Box 22. If the date of tendering notice of readiness is later than the date stated in Box 22 for any reason within the Carrier's control the Carrier's liability shall be limited to damages directly sustained by the Merchant but not exceeding the amount stated in Box 22 per day pro rata. Total damages shall be limited to the amount stated in Box 22. Delays due to weather and/or engine breakdown shall not be deemed to be within the Carrier's control.

**Sub-clauses 1(d) and 1(e) are optional provisions which shall only apply if either Box 21 or Box 22 is completed as appropriate.*

SECTION 2 - CARGO

2. Cargo Requirements

(a) The Cargo tendered under this Charter Party shall be fit for Transportation with sufficient internal strength and with any loose parts properly secured, so as to withstand the forces to which it will be subjected during the loading operation, carriage and discharge operation. The Cargo shall be properly marked to indicate