

Ship Brokers

**THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
GENERAL TIME CHARTER PARTY
CODE NAME: "GENTIME"**



PART I

1. Place and Date of Charter

2. Owners/Disponent Owners/Place of business (State full name, address, tele and fax. No.)

3. Charterers/Place of business (State full name, address, telex and fax. No.)

4. Vessel's Name

5. Vessel's Description

Flag:

6. Period of Charter (Cl. 1(a))

Year Built:

6(a). Margin on Final Period (Cl. 1(a))

Class:

M/tons Deadweight (Summer):

7. Optional Period and Notice (Cl. 1(a))

GT/NT:

8. Delivery Port/Place or Range (Cl. 1(b))

Grain/Bale Capacity:

Speed capability in knots (about)

9. Earliest Delivery Date/Time (Cl. 1(c))

10. Cancellation Date/Time (Cl. 1(c)(d))

Consumption in m/tons at above speed (about)

11. Notices of Delivery (Cl. 1(e))

12. Intended First Cargo (Cl. 1(f))

(Speed and Consumption on Summer dwt in good weather, max. windspeed 4Bf)

13. Trading Limits and Excluded Countries (Cl. 2(a))

14. Excepted Countries (Cl. 2(b))

15. Excluded Cargoes (Cl. 3(b))			
16. Hazardous Cargo Limit (Cl. 3(c))	17. Redelivery Port/Place or Range (Cl. 4(a))		18. Notices of Redelivery (Cl. 4(c))
19. Fuel Quantity on Delivery (Cl. 6(a))	20. Fuel Quantity on Redelivery (Cl. 6(a))	21. Fuel Price on Delivery (Cl. 6(c))	22. Fuel Price on Redelivery (Cl. 6(c))
23. Fuel Specifications (Cl. 6(d))			
24. Hire (Cl. 8(a))	25. Owner's Bank Account (Cl. 8(b))		
26. Grace Period (Cl. 8(c))	27. Max. Period for Requisition (Cl. 9(c))	28. General Average Adjustment (Cl. 14(b))	
29. Supercargo (Cl. 15(f))	30. Vindicating (Cl. 15(g))	31. Representation (Cl. 15(h))	32. Hold Cleaning by Crew (Cl. 15(m))
33. Lumpsum for Hold Cleaning on Redelivery (Cl. 15(m))		34. Vessel's Insured Value (Cl. 20(a))	
35. Law and Arbitration (state Cl. 22(a), 22(b) or 22(c) of Cl. 22 as agreed; if 22(c) agreed, place of arbitration must be stated (Cl. 22))		36. Commission and to whom payable (Cl. 23)	
37. Additional Clauses			

It is agreed that this Contract shall be performed subject to the conditions contained in this Charter Party consisting of PART I including any additional clauses agreed stated in Box 37 and PART II as well as Appendix A attached thereto. In the event of any conflict of conditions, the provisions of PART I and Appendix A shall prevail those of PART II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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PART II

"GENTIME" General Time Charter Party

It is agreed on the date shown in Box 1 between the party named in Box 2 as Owners/	1	4. Redelivery	87
Disponent Owners (hereinafter called "the Owners") of the Vessel named in Box 4, of	2	(a) <u>Redelivery Place</u> - The Charterers shall redeliver the Vessel to the Owners at	88
the description stated in Box 5 and the party named in Box 3 as Charterers as follows:	3	the port or place stated in Box 17 or a port or place within the range stated in Box 17,	89
		in the same order and condition as when the Vessel was delivered, fair wear and	90
		tear excepted.	91
1. Period and Delivery	4	(b) <u>Acceptance of Redelivery</u> - Acceptance of redelivery of the Vessel by the Owners	92
(a) <u>Period</u> - In consideration of the hire stated in Box 24 the Owners let and the	5	shall not prejudice their rights against the Charterers under this Charter Party.	93
Charterers hire the Vessel for the period/trip(s) stated in Box 6.	6	(c) <u>Notice</u> - The Charterers shall give the Owners not less than the number of days	94
The Charterers shall have the option to extend the Charter Party by the period(s)/	7	notice stated in Box 18 indicating the port or place of redelivery and the expected	95
trip(s) stated in Box 7 which option shall be exercised by giving written notice to the	8	date on which the Vessel is to be ready for redelivery.	96
Owners on or before the date(s) stated in Box 7.	9	(d) <u>Last Voyage</u> - The Charterers warrant that they will not order the Vessel to commence	97
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reduce the final period of the Charter Party by up to the number of days stated in	11	expected to be completed in time to allow redelivery of the Vessel within the period	99
Box 6(a), which shall be applied only to the period finally declared.	12	agreed and declared as per Clause 1(a). If, nevertheless, such an order is given, the	100
(b) <u>Delivery Place</u> - The Owners shall deliver the Vessel to the Charterers at the port or	13	Owners shall have the option: (i) to refuse the order and require a substitute order	101
place stated in Box 8 or a port or place within the range stated in Box 8.	14	allowing timely redelivery; or (ii) to perform the order without prejudice to their rights	102
(c) <u>Delivery Time</u> - Delivery shall take place no earlier than the date/time stated in Box	15	to claim damages for breach of charter in case of late redelivery. In any event, for	103
9 and no later than the date/time stated in Box 10. Delivery shall be effected at any	16	the number of days by which the period agreed and declared as per Clause 1(a) is	104
time day or night, Saturdays, Sundays and holidays included.	17	exceeded, the Charterers shall pay the market rate if this is higher than the rate	105
(d) <u>Cancellation</u> - Should the Vessel not be delivered by the date/time stated in Box 10	18	stated in Box 24.	106
the Charterers shall have the option to cancel the Charter Party without prejudice	19		
to any claims the Charterers may otherwise have on the Owners under the Charter	20	5. On/Off-hire Surveys	107
Party. If the Owners anticipate that, despite their exercise of due diligence, the	21	Joint on-hire and off-hire surveys shall be conducted by mutually acceptable surveyors	108
Vessel will not be ready for delivery by the date/time stated in Box 10, they may	22	at ports or places to be agreed. The on-hire survey shall be conducted without loss of	109
notify the Charterers in writing, stating the anticipated new date of readiness for	23	time to the Charterers, whereas the off-hire survey shall be conducted in the Charterers'	110
delivery, proposing a new cancelling date/time and requiring the Charterers to	24	time. Survey fees and expenses shall be shared equally between the Owners and the	111
declare whether they will cancel or will take delivery of the Vessel. Should the	25	Charterers.	112
Charterers elect not to cancel or should they fail to reply within two (2) working	26	Both surveys shall cover the condition of the Vessel and her equipment as well as	113
days (as applying at the Charterers' place of business) of receipt of such notification,	27	quantities of fuels remaining on board. The Owners shall instruct the Master to co-	114
then unless otherwise agreed, the proposed new cancelling date/time will replace	28	operate with the surveyors in conducting such surveys.	115
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the Vessel not be ready for delivery at the new cancelling date/time the Charterers	30	6. Bunkers	116
shall have the option of cancelling this Charter Party.	31	(a) <u>Quantity at Delivery/Redelivery</u> - The Vessel shall be delivered with about the quantity	117
(e) <u>Notice(s)</u> - The Owners shall give the Charterers not less than the number of days	32	of fuels stated in Box 19 and, unless indicated to the contrary in Box 20, the Vessel	118
notice stated in Box 11 of the date/time on which the Vessel is expected to be	33	shall be redelivered with about the same quantity, provided that the quantity of	119
delivered and shall keep the Charterers closely advised of possible changes in the	34	fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest	120
Vessel's expected date/time of delivery. The Owners shall give the Charterers and/or	35	port at which fuels of the required type or better are available.	121
their local agents notice of delivery when the Vessel is in a position to come on hire.	36	(b) <u>Bunkering prior to Delivery and Redelivery</u> - Provided that it can be accomplished	122
(f) <u>Vessel's Condition</u> - On arrival at the first port or place of loading the Vessel's holds	37	at scheduled ports, without hindrance to the operation of the Vessel, and by prior	123
shall be clean and in all respects ready to receive the intended cargo identified in	38	arrangement between the parties, the Owners shall allow the Charterers to bunker	124
Box 12, failing which the Vessel shall be off-hire from the time of rejection until she	39	for the account of the Charterers prior to delivery and the Charterers shall allow the	125
is deemed ready.	40	Owners to bunker for the account of the Owners prior to redelivery.	126
(g) <u>Charterers' Acceptance</u> - Acceptance of delivery of the Vessel by the Charterers	41	(c) <u>Purchase Price</u> - The Charterers shall purchase the fuels on board at delivery at	127
shall not prejudice their rights against the Owners under this Charter Party.	42	the price stated in Box 21 and the Owners shall purchase the fuels on board at	128
		redelivery at the price stated in Box 22. The value of the fuel on delivery shall be	129
2. Trading Areas	43	paid together with the first instalment of hire.	130
(a) <u>Trading Limits</u> - The Vessel shall be employed in lawful trades within Institute Warranty	44	(d) <u>Bunkering</u> - The Charterers shall supply fuel of the specifications and grades stated	131
Limits (IWL) and within the trading limits as stated in Box 13 between safe ports or	45	in Box 23. The fuels shall be of a stable and homogeneous nature and unless	132
safe places where she can safely enter, lie always afloat, and depart.	46	otherwise agreed in writing, shall comply with ISO standard 8217: 1996 or any	133
(b) <u>Excepted Countries</u> - The Owners warrant that at the time of delivery the Vessel will	47	subsequent amendments thereof as well as with the relevant provisions of Marpol.	134
not have traded to any of the countries listed in Box 14.	48	The Chief Engineer shall co-operate with the Charterers' bunkering agents and	135
(c) <u>Ice</u> - The Vessel shall not be required to enter or remain in any icebound port or	49	fuel suppliers and comply with their requirements during bunkering, including but	136
area, nor any port or area where lights, lightships, markers or buoys have been or	50	not limited to checking, verifying and acknowledging sampling, readings or	137
are about to be withdrawn by reason of ice, nor where on account of ice there is risk	51	soundings, meters etc. before, during and/or after delivery of fuels. During delivery	138
that, in the ordinary course of events, the Vessel will not be able safely to enter and	52	four representative samples of all fuels shall be taken at a point as close as possible	139
remain in the port or area or to depart after completion of loading or discharging.	53	to the Vessel's bunker manifold. The samples shall be labelled and sealed and	140
The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval,	54	signed by suppliers, Chief Engineer and the Charterers or their agents. Two samples	141
may follow ice-breakers when reasonably required, with due regard to her size,	55	shall be retained by the suppliers and one each by the Vessel and the Charterers.	142
construction and class. If, on account of ice, the Master considers it dangerous to	56	If any claim should arise in respect of the quality or specification or grades of the	143
remain at the port or place of loading or discharging for fear of the Vessel being	57	fuels supplied, the samples of the fuels retained as aforesaid shall be analysed by	144
frozen in and/or damaged he shall be at liberty to sail to any convenient place and	58	a qualified and independent laboratory.	145
there await the Charterers' new instructions.	59	(e) <u>Liability</u> - The Charterers shall be liable for any loss or damage to the Owners	146
		caused by the supply of unsuitable fuels or fuels which do not comply with the	147
3. Cargo - Restrictions and Exclusions	60	specifications and grades set out in Box 23 and the Owners shall not be held liable	148
(a) <u>Lawful Cargoes</u> - The Vessel shall be employed in carrying lawful cargo. Cargo of	61	for any reduction in the Vessel's speed performance and/or increased bunker	149
a hazardous, injurious, or noxious nature or IMO-classified cargo shall not be carried	62	consumption nor for any time lost and any other consequences arising as a result	150
without the Owners' prior consent in which case it shall be carried only in accordance	63	of such supply.	151
with the provisions of sub-clause (c) of this Clause.	64		
(b) <u>Excluded Cargoes</u> - Without prejudice to the generality of the foregoing, the following	65	7. Vessel's Gear and Equipment	152
cargoes shall be excluded: livestock, arms, ammunition, explosives, nuclear and	66	(a) <u>Regulations</u> - The Vessel's cargo gear, if any, and any other related equipment	153
radioactive material other than radio-isotopes as described in sub-clause (d) of this	67	shall comply with the law and national regulations of the countries to which the	154
clause and any other cargoes enumerated in Box 15.	68	Vessel may be employed and the Owners shall ensure that the Vessel is at all times	155
(c) <u>Hazardous Cargoes</u> - If the Owners agree that the Charterers may carry hazardous,	69	in possession of valid certificates to establish compliance with such regulations. If	156
injurious, noxious or IMO-classified cargo, the amount of such cargo shall be limited	70	stevedores are not permitted to work due to failure of the Master and/or the Owners	157
to the quantity indicated in Box 16 and the Charterers shall provide the Master with	71	to comply with the aforementioned regulations or because the Vessel is not in	158
evidence that the cargo has been packed, labelled and documented and shall be	72	possession of such valid certificates, then the Charterers may suspend hire for the	159
loaded and stowed in accordance with IMO regulations, any mandatory local	73	time lost thereby and the Owners shall pay all expenses incurred incidental to and	160
requirements and regulations and/or recommendations of the competent authorities	74	resulting from such failure (see Clause 11(d)).	161
of the country of the Vessel's registry. Failure to observe the foregoing shall entitle	75	(b) <u>Breakdown of Vessel's Gear</u> - All cargo handling gear, including derricks/cranes/	162
the Master to refuse such cargo or, if already loaded, to discharge it in the Charterers'	76	winsches if any, shall be kept in good working order and the Owners shall exercise	163
time and at their risk and expense.	77	due diligence in maintaining such gear. In the event of loss of time due to a breakdown	164
(d) <u>Radio-active Cargoes</u> - Radio-isotopes, used or intended to be used for industrial,	78	derrick(s), crane(s) or winch(es) for any period by reason of disablement or	165
commercial, agricultural, medical or scientific purposes, may be carried subject to	79	insufficient power, the hire shall be reduced for the actual time lost thereby during	166
prior consent by the Owners and the Master, provided that they are not of such a	80	loading/discharging unless the lost time is caused by negligence of the Charterers	167
category as to invalidate the Vessel's P & I cover.	81	or their servants. If the Charterers continue working by using shore-crane(s) the	168
(e) <u>Containers</u> - If cargo is carried in ISO-containers such containers shall comply with	82	Owners shall pay the cost of shore craneage, to an amount not exceeding the	169
the International Convention for Safe Containers.	83	amount of hire payable to the Owners for such period.	170
(f) <u>Deck Cargo</u> - Subject to the Master's prior approval, which shall not be unreasonably	84	(c) <u>Suez and Panama Canal</u> - During the currency of this Charter Party the Vessel	171
withheld, cargo may be carried on deck in accordance with the provisions of Clauses	85	shall be equipped with all necessary fittings in good working order for Suez and	172
17 (c) and 18.	86	Panama Canal transit .	173

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(d) <u>Lighting</u> - The Owners shall ensure that the Vessel will supply, free of expense to the Charterers, sufficient lighting on deck and in holds to permit 24 hour working.	174 175	heard of. Any hire paid in advance and not earned shall be returned to the Charterers and payment of any hire due shall be deferred until the Vessel is reported safe.	261 262
8. Hire	176	11. Owners' Obligations	263
(a) <u>Rate</u> - The Charterers shall pay hire per day or pro rata for any part of a day from the time the Vessel is delivered to the Charterers until her redelivery to the Owners, in the currency and at the rate stated in Box 24. In the event that additional hire is payable in accordance with Clause 9(d) such hire shall be based on the rate applicable at the time of redelivery. All calculation of hire shall be made by reference to UTC (Universal Time Coordinated).	177 178 179 180 181 182	Except as provided elsewhere in this Charter Party, the Owners shall deliver the Vessel in the Class indicated in Box 5 and in a thoroughly efficient state of hull and machinery and shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service throughout the period of the Charter Party.	264 265 266 267
(b) <u>Payment</u> - Subject to sub-clause (d) payment of hire shall be made in advance in full, without discount every 15 days to the Owners' bank account designated in Box 25 or to such other account as the Owners may from time to time designate in writing, in funds available to the Owners on the due date.	183 184 185 186	Nothing contained in this Charter Party shall be construed as a demise of the Vessel to the Charterers and the Owners remain at all times responsible for her navigation and for the due performance of related services, including but not limited to pilotage and towage even if paid for by the Charterers.	268 269 270 271
(c) <u>Default</u> - In default of punctual and regular payment of hire the Owners shall have the right to withdraw the Vessel without prejudice to any other claim the Owners may have against the Charterers under this Charter Party.	187 188 189	Unless otherwise agreed, the Owners shall provide and pay for the costs of the following:-	272
Where there is a failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 26 (as recognized at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 26 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel without further notice and without prejudice to any other claim they may have against the Charterers.	190 191 192 193 194 195 196 197 198 199	(a) <u>Wages</u> - Master's, Officers' and Crew's wages.	273
Further, at any time after the period stated in Box 26, as long as hire remains unpaid, the Owners shall, without prejudice to their right to withdraw, be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby agree to indemnify the Owners. Notwithstanding the provisions of Clause 9(a)(ii), hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.	200 201 202 203 204 205 206	(b) <u>Stores</u> - All provisions, deck and engine-room stores, including lubricants.	274
(d) <u>Deductions</u> - On production of supporting vouchers the Charterers shall be entitled to deduct from the next hire due any expenditure incurred on behalf of the Owners which is for the Owners' account under this Charter Party. If such expenditure is incurred in a currency other than that in which hire is payable, conversion into such currency for the purpose of deduction shall be effected at the rate of exchange prevailing on the date the expenditure was incurred.	207 208 209 210 211 212	(c) <u>Insurance of the Vessel</u> - (See Clause 20).	275
(e) <u>Redelivery Adjustment</u> - Should the Vessel be on her voyage towards the port or place of redelivery at the time payment of hire becomes due, said payment shall be made for the estimated time necessary to complete the voyage, less the estimated value of the fuels remaining on board at redelivery. When the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as appropriate, but not later than thirty days after redelivery of the Vessel.	213 214 215 216 217 218	(d) <u>Crew's assistance in</u> :-	276
		(i) preparing the Vessel's cranes, derricks, winches and/or cargo handling gear for use,	277
		(ii) opening and closing any hatches (other than pontoon type hatches), ramps and other means of access to cargo,	278 279 280
		(iii) docking, undocking and shifting operations in port,	281
		(iv) bunkering,	282
		(v) maintaining power during loading and discharging operations,	283
		(vi) instructing crane drivers and winchmen in the use of the Vessel's gear, The above services will be rendered by the crew if required, provided port and local regulations permit; otherwise charges for such services shall be for the Charterers' account.	284 285 286 287
		(e) <u>Documentation</u> - Any documentation relating to the Vessel as required at the commencement of the Charter Party to permit the Vessel to trade within the limits provided in Box 13, including but not limited to international tonnage certificate, Suez and Panama tonnage certificates, certificate of registry, certificates relating to the strength, safety and/or serviceability of the Vessel's gear and certificates of financial responsibility for oil pollution as long as such oil pollution certificates can be obtained by the Owners in the market on ordinary commercial terms.	288 289 290 291 292 293
		Such documentation shall be maintained during the currency of the Charter Party as necessary.	294 295 296
		(f) <u>Deratization</u> - A deratization certificate at the commencement of the Charter Party and any renewal thereof throughout the Charter Party, except if certification is required as a result of the cargo carried or ports visited under this Charter Party in which case all expenses in connection therewith shall be for the account of the Charterers.	297 298 299 300
		(g) <u>Smuggling</u> - Any fines, taxes or imposts levied in the event of smuggling by the Master, Officers and/or Crew. The Vessel shall be off-hire for any time lost as a result thereof. See also Clause 13(f).	301 302 303
9. Off-hire	219	12. Master	304
After delivery in accordance with Clause 1 hereof the Vessel shall remain on hire until redelivered in accordance with Clause 4, except for the following periods:	220 221	The Master shall be conversant with the English language and, although appointed by the Owners, shall at all times during the currency of this Charter Party be under the orders and directions of the Charterers as regards employment, agency or other arrangements. The Master shall prosecute all voyages with due dispatch and supervise loading and discharging operations to ensure that the seaworthiness of the Vessel is not affected.	305 306 307 308 309 310
(a) <u>Inability to Perform Services</u>	222	The Charterers recognise the principles stated in IMO Resolution A.443 (XI) as regards maritime safety and protection of the marine environment and shall not prevent the Master from taking any decision in this respect which in his professional judgement is necessary.	311 312 313 314
If the Vessel is unable to comply with the instructions of the Charterers on account of:	223		
(i) any damage, defect, breakdown, deficiency of, or accident to the Vessel's hull, machinery, equipment or repairs or maintenance thereto, including drydocking, excepting those occasions where Clauses 7(b) and 16(b) apply;	224 225 226		
(ii) any deficiency of the Master, Officers and/or Crew, including the failure or refusal or inability of the Master, Officers and/or Crew to perform services when required;	227 228		
(iii) Arrest of the Vessel at the suit of a claimant except where the arrest is caused by, or arises from any act or omission of the Charterers, their servants, agents or sub-contractors;	229 230 231		
(iv) the terms of employment of the Master, Officers and/or Crew; then the Vessel will be off-hire for the time thereby lost.	232 233		
(b) <u>Deviation</u> - In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which she is bound under the instructions of the Charterers) for reasons other than to save life or property the Vessel shall be off-hire from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel alter course to avoid bad weather or be driven into port or anchorage by stress of weather, the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.	234 235 236 237 238 239 240 241 242 243		
(c) <u>Requisitions</u> - Should the Vessel be requisitioned by any government or governmental authority during the period of this Charter Party, the Owners shall immediately notify the Charterers. The Vessel shall be off-hire during the period of such requisition and any hire or compensation paid by any government or governmental authority in respect of such requisition shall be paid to the Owners. However, if the period of requisition exceeds the number of days stated in Box 27, either party shall have the option of cancelling the balance period of the Charter Party, by giving 14 days notice of cancellation to the other.	244 245 246 247 248 249 250 251		
(d) <u>Addition to Charter Period</u> - Any time during which the Vessel is off-hire under this Charter Party may be added, at the option of the Charterers, to the charter period as determined in accordance with Clause 1(a). Such option shall be declared in writing not less than one month before the expected date of redelivery, or latest one week after the event if such event occurs less than one month before the expected date of redelivery.	252 253 254 255 256 257		
10. Loss of Vessel	258	13. Charterers' Obligations	315
This Charter Party shall terminate and hire shall cease at noon on the day the Vessel is lost or becomes a constructive total loss and if missing, at noon on the date when last	259 260	The Charterers shall keep and care for the cargo at loading and discharging ports, be responsible for the stevedoring operations enumerated under sub-clause 13(d), arrange any transhipment and properly deliver the cargo at destination.	316 317 318
		The Charterers shall furnish the Master with full and timely instructions and unless otherwise agreed, they shall provide and pay for the costs of the following throughout the currency of this Charter Party:	319 320 321
		(a) <u>Voyage Expenses</u> - All port charges (including compulsory charges for shore watchmen and garbage removal), light and canal dues, pilotage, towage, consular charges, and all other charges and expenses relating to the cargo and/or to the Vessel as a result of her employment hereunder, other than charges or expenses provided for in Clause 11.	322 323 324 325 326
		(b) <u>Bunker Fuel</u> (See Clause 6). - All fuels except for quantities consumed while the Vessel is off-hire.	327 328
		(c) <u>Agency Costs</u> - All agency fees for normal ship's husbandry at all ports or places of call.	329 330
		(d) <u>Stevedoring</u> - All stevedoring operations during the currency of this Charter Party including receipt, loading, handling, stuffing containers, stowing, lashing, securing, unsecuring, unlashng, discharging, stripping containers, tallying and delivering of all cargo.	331 332 333 334
		(e) <u>Advances to Master</u> - Reasonable funds which, upon request by the Owners, are to be made available by Charterers' local agents to the Master for disbursements. The Charterers may deduct such advance funds from hire payments.	335 336 337
		(f) <u>Contraband</u> - Any fines, taxes or imposts levied in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo and/or in containers on board. The Vessel shall remain on hire during any time lost as a result thereof. However, if it is established that the Master, Officers and/or Crew are involved in smuggling then any security required shall be provided by the Owners. See also Clause 11(g).	338 339 340 341 342 343
		14. Owners' Requirements	344
		(a) <u>Maintenance</u> - Without prejudice to the provisions of Clause 9(a)(i), the Owners shall have the right to take the Vessel out of service at any time for emergency	345 346

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<p>repairs, and by prior arrangement with the Charterers for routine maintenance, including drydocking.</p> <p>(b) General Average - General Average shall be adjusted, stated and settled at the place shown in Box 28 according to the York-Antwerp Rules 1994 or any subsequent modification thereto by an adjuster appointed by the Owners. Charter hire shall not contribute to General Average.</p> <p>General Average shall be adjusted in any currency at the sole option of the Owners. Exchange into the currency of adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the Vessel for allowances, contributory values etc.</p> <p>The Charterers agree to co-operate with the Owners and their appointed adjuster by supplying manifest and other information and, where required, to endeavour to secure the assistance of the Charterers' local agents in the collection of security, at the Owners' expense.</p> <p>(c) Salvage - All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the Charter Party for time lost in the salvage, damage to the Vessel and fuel consumed. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to settle its amount.</p> <p>(d) Lien - The Charterers warrant that they will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. In no event shall the Charterers procure, nor permit to be procured, for the Vessel, any supplies, necessities or services without previously obtaining a statement signed by an authorised representative of the furnisher thereof, acknowledging that such supplies, necessities or services are being furnished on the credit of the Charterers and not on the credit of the Vessel or of the Owners and that the furnisher claims no maritime lien on the Vessel therefor.</p> <p>The Charterers shall have a lien on all shipped cargo before or after discharge and on all sub-freights and/or sub-hire including deadfreight and demurrage, for any amount due under this Charter Party including but not limited to unpaid charter hire, unreimbursed Charterers' expenses initially paid by the Owners, and contributions in general average properly due.</p> <p>The Charterers shall ensure that such lien is incorporated in all documents containing or evidencing Contracts of Carriage issued by them or on their behalf.</p> <p>15. Charterers' Requirements</p> <p>(a) Plans - On concluding this Charter Party or as soon as practical thereafter the Owners shall provide the Charterers with copies of any operational plans or documents that the Charterers may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redelivery.</p> <p>(b) Flag and Funnel - If they so require, the Charterers shall, during the currency of this Charter Party, be allowed to fly their house flag and/or paint the funnel in the Charterers' colours. All alterations including re-statement shall be effected in the Charterers' time and at their expense.</p> <p>(c) Communications Facilities - The Owners shall permit the Charterers' use of the Vessel's communication facilities at cost.</p> <p>(d) Logs - The Owners shall maintain full deck and engine room logs during the currency of this Charter Party and the Charterers shall have full access to all the Vessel's logs, rough and official, covering this period. The Owners undertake to produce all such documentation promptly upon written request of the Charterers and to allow them to make copies of relevant entries.</p> <p>(e) Replacement of Master and Officers - If the Charterers shall have reason to be dissatisfied with the conduct of the Master or Officers, the Owners shall, on receiving particulars of the complaint in writing, investigate same and, if necessary, replace the offending party or parties at their expense.</p> <p>(f) Supercargo - The Owners shall provide and maintain a clean and adequate room for the Charterers' Supercargo if any, furnished to the same standard as officers' accommodation. The Supercargo shall be victualled with the Vessel's officers. The Charterers shall pay at the daily rate shown in Box 29 for his accommodation and victualling. The Supercargo shall be on board at the risk and expense of the Charterers and both Charterers and Supercargo shall sign the customary indemnity forms.</p> <p>(g) Victualling - The Owners shall, when requested and authorised in writing by the Charterers or their agents, victual other officials and servants of the Charterers at the rate per person per meal shown in Box 30.</p> <p>(h) Representation - Expenses for representation incurred by the Master for the Charterers' account and benefit shall be settled by the Charterers' payment of the amount stated in Box 31, per month or pro rata. The Charterers shall indemnify the Owners against all consequences and/or liabilities including customs fines which may result from such representation.</p> <p>(i) Sub-Letting - The Charterers shall have the right to sub-let all or part of the Vessel whilst remaining responsible to the Owners for the performance of this Charter Party.</p> <p>(j) Inspections - The Charterers shall, upon giving reasonable notice, have the right to a superficial inspection of the Vessel in their time and the Master shall within reason co-operate with the Charterers to facilitate their inspection of the Vessel. The Charterers shall pay for any and all expenses associated with such inspection and the Owners shall be entitled to receive a copy of the report.</p> <p>(k) Weather Routing - The Charterers may supply the Master with weather routing information during the currency of this Charter Party. In this event the Master, though not obliged to follow routing information, shall comply with the reporting procedure of the Charterers' weather routing service.</p> <p>(l) Laying up - At the written request of the Charterers, the Owners shall at any time provide an estimate of any economies which may be possible in the event of laying-up the Vessel. The Charterers shall then have the right to order the laying-up of the Vessel at any time and for any period of time at a safe berth or safe place in their option, and in the event of such laying-up the Owners shall promptly take reasonable</p>	<p>347</p> <p>348</p> <p>349</p> <p>350</p> <p>351</p> <p>352</p> <p>353</p> <p>354</p> <p>355</p> <p>356</p> <p>357</p> <p>358</p> <p>359</p> <p>360</p> <p>361</p> <p>362</p> <p>363</p> <p>364</p> <p>365</p> <p>366</p> <p>367</p> <p>368</p> <p>369</p> <p>370</p> <p>371</p> <p>372</p> <p>373</p> <p>374</p> <p>375</p> <p>376</p> <p>377</p> <p>378</p> <p>379</p> <p>380</p> <p>381</p> <p>382</p> <p>383</p> <p>384</p> <p>385</p> <p>386</p> <p>387</p> <p>388</p> <p>389</p> <p>390</p> <p>391</p> <p>392</p> <p>393</p> <p>394</p> <p>395</p> <p>396</p> <p>397</p> <p>398</p> <p>399</p> <p>400</p> <p>401</p> <p>402</p> <p>403</p> <p>404</p> <p>405</p> <p>406</p> <p>407</p> <p>408</p> <p>409</p> <p>410</p> <p>411</p> <p>412</p> <p>413</p> <p>414</p> <p>415</p> <p>416</p> <p>417</p> <p>418</p> <p>419</p> <p>420</p> <p>421</p> <p>422</p> <p>423</p> <p>424</p> <p>425</p> <p>426</p> <p>427</p> <p>428</p> <p>429</p> <p>430</p> <p>431</p> <p>432</p> <p>433</p> <p>434</p> <p>435</p>	<p>steps to effect all the economies in operating costs. The laying-up port or place and laid-up arrangements shall be subject to approval by the Owners' insurers. Laying-up preparation and reactivation cost, and all expenses incurred shall be for the Charterers' account. The Charterers shall give sufficient notice of their intention in this respect to enable the Owners to make necessary arrangements for decommissioning and recommissioning. The Owners must give prompt credit to the Charterers for all economies achieved.</p> <p>(m) Cleaning - The Charterers may request the Owners to direct the crew to sweep and/or wash and/or clean the holds between voyages and/or between cargoes against payment at the rate per hold stated in Box 32, provided the crew is able to undertake such work and is allowed to do so by local regulations. In connection with any such operation the Owners shall not be responsible if the Vessel's holds are not accepted or passed.</p> <p>In lieu of cleaning the Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against the lump sum payment stated in Box 33 excluding the disposal of dunnage and/or waste, which shall be for Charterers' account.</p> <p>16. Sundry Matters</p> <p>(a) Stowaways</p> <p>(i) The Charterers shall exercise due care and diligence in preventing stowaways from gaining access to the Vessel by means of secreting away in cargo or containers shipped by the Charterers.</p> <p>(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the cargo and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.</p> <p>(iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (ii) above, the Charterers shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel.</p> <p>(iv) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the cargo and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account.</p> <p>(v) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the cargo and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel.</p> <p>(b) Stevodore Damage - Notwithstanding anything contained herein to the contrary, the Charterers shall be liable for any and all damage to the Vessel caused by stevedores, provided the Master has notified the Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter but latest when the damage could have been discovered by the exercise of due diligence. The Master shall use his best efforts to obtain written acknowledgment by the party or parties causing damage unless the damage has been made good in the meantime.</p> <p>(i) Stevedore damage affecting the Vessel's seaworthiness and/or the safety of the crew, proper working of the Vessel and/or her equipment, shall be repaired immediately by the Charterers and the Vessel is to remain on hire until such repairs are completed and, if required, passed by the Vessel's classification society.</p> <p>(ii) Stevedore damage not affecting the Vessel's seaworthiness and/or the safety of the crew shall be repaired, at the Charterers' option, before or after redelivery concurrently with Owners' work. In the latter case no hire will be paid to the Owners except in so far as the time required for the repairs for which the Charterers are liable exceeds the time necessary to carry out the Owners' work.</p> <p>(iii) The Owners shall have the option of requiring that stevedore damage affecting the trading capabilities of the Vessel is repaired before redelivery.</p> <p>(c) Fumigation - Expenses in connection with fumigations and/or quarantine ordered because of cargo carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. Expenses in connection with all other fumigations and/or quarantine shall be for the Owners' account.</p> <p>(d) Anti-drug Clause - The Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and/or any other illegal substances being loaded or concealed on board the Vessel.</p> <p>Non-compliance with the provisions of this Clause shall amount to breach of warranty for the consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this Clause shall be for the Charterers' account and the Vessel shall remain on hire.</p> <p>Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this Clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense post bail to secure release of the Vessel.</p> <p>The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and other illegal substances are found in the possession or effects of the Vessel's personnel.</p> <p>17. Bills of Lading, Waybills and Other Contracts of Carriage</p> <p>(a) Signing Contracts of Carriage</p> <p>(i) The Master shall sign bills of lading or waybills as presented in conformity with mate's receipts. If requested, the Owners may authorise the Charterers and/or</p>	<p>436</p> <p>437</p> <p>438</p> <p>439</p> <p>440</p> <p>441</p> <p>442</p> <p>443</p> <p>444</p> <p>445</p> <p>446</p> <p>447</p> <p>448</p> <p>449</p> <p>450</p> <p>451</p> <p>452</p> <p>453</p> <p>454</p> <p>455</p> <p>456</p> <p>457</p> <p>458</p> <p>459</p> <p>460</p> <p>461</p> <p>462</p> <p>463</p> <p>464</p> <p>465</p> <p>466</p> <p>467</p> <p>468</p> <p>469</p> <p>470</p> <p>471</p> <p>472</p> <p>473</p> <p>474</p> <p>475</p> <p>476</p> <p>477</p> <p>478</p> <p>479</p> <p>480</p> <p>481</p> <p>482</p> <p>483</p> <p>484</p> <p>485</p> <p>486</p> <p>487</p> <p>488</p> <p>489</p> <p>490</p> <p>491</p> <p>492</p> <p>493</p> <p>494</p> <p>495</p> <p>496</p> <p>497</p> <p>498</p> <p>499</p> <p>500</p> <p>501</p> <p>502</p> <p>503</p> <p>504</p> <p>505</p> <p>506</p> <p>507</p> <p>508</p> <p>509</p> <p>510</p> <p>511</p> <p>512</p> <p>513</p> <p>514</p> <p>515</p> <p>516</p> <p>517</p> <p>518</p> <p>519</p> <p>520</p> <p>521</p> <p>522</p> <p>523</p>
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- their agents in writing to sign bills of lading, waybills, through bills of lading, or multimodal bills of lading (hereafter collectively referred to as Contracts of Carriage) on the Owners' and/or Master's behalf in conformity with mate's receipts without prejudice to the terms and conditions of the Charter Party.
- (ii) In the event the Charterers and/or their agents, pursuant to the provisions of sub-clause 17(a)(i) above, sign Contracts of Carriage which extend the Owners' responsibility beyond the period during which the cargo is on board the Vessel the Charterers shall indemnify the Owners against any claims for loss, damage or expense which may result therefrom.
- (iii) Neither the Charterers nor their agents shall permit the issue of any Contract of Carriage (whether or not signed on behalf of the Owners or on behalf of the Charterers or on behalf of any Sub-Charterers) incorporating, where not compulsorily applicable, the Hamburg Rules or any other legislation giving effect to the Hamburg Rules or any other legislation imposing liabilities in excess of Hague or Hague-Visby Rules.
- (b) **Protective Clauses** - The Charterers warrant that Contracts of Carriage issued in respect of cargo under this Charter Party shall incorporate the clauses set out in Appendix A.
- (c) **Deck Cargo** - Unless the cargo is stowed in fully closed containers, placed on board the Vessel in areas designed for the carriage of containers with class-approved container fittings, and secured to the Vessel by means of class-approved Vessel's lashing gear or material, Contracts of Carriage covering cargo carried on deck shall be clause: "Agreed to be shipped on deck at Charterers', Shippers' and Receivers' risk, and responsibility for loss, damage or expense howsoever caused".
- (d) **Defence of Claims** - Should the Charterers issue or cause to be issued a Contract of Carriage in default of the provisions of this Clause 17, they shall be obliged upon written request by the Owners to take over, pay for the defence of and pay any liability established in respect of any claim brought against the Vessel and/or the Owners as a result of such default.
- (e) **Payment and Indemnity** - The Charterers shall pay for, and/or indemnify the Owners against any loss, damage or expense which results from any breach of the provisions of this Clause 17.
- 18. Responsibilities**
- (a) **Cargo Claims**
- (i) **Definition** - For the purpose of this Clause 18(a), Cargo Claim means a claim for loss, damage, shortage, (including stackage, ullage or pilferage), overcarriage of or delay to cargo including customs fines or fines in respect of such loss, damage, shortage, overcarriage or delay and includes:
- (1) any legal costs or interest claimed by the original claimant making such a claim;
- (2) all legal, Club correspondents' and experts' costs reasonably incurred in the defence of or in the settlement of the claim made by the original claimant, but shall not include any costs of whatsoever nature incurred in making a claim or in seeking an indemnity under this Charter Party.
- (ii) **Claim Settlement** - It is a condition precedent to the right of recovery by either party under this Clause 18(a) that the party seeking indemnity shall have first properly settled or compromised and paid the claim.
- (iii) **Owners' Liability** - The Owners shall be liable for any Cargo Claim arising or resulting from:
- (1) failure of the Owners or their servants to exercise due diligence before or at the beginning of each voyage to make the Vessel seaworthy;
- (2) failure of the Owners or their servants properly and carefully to carry, keep and care for the cargo while on board;
- (3) unreasonable deviation from the voyage described in the Contract of Carriage unless such deviation is ordered or approved by the Charterers;
- (4) errors in navigation or the management of the Vessel solely where the Contract of Carriage is subject to mandatory application of legislation giving effect to the Hamburg Rules.
- (iv) **Charterers' Liability** - The Charterers shall be liable for any Cargo Claim arising or resulting from:
- (1) the stevedoring operations enumerated under Clause 13(d) unless the Charterers prove that such Cargo Claim was caused by the unseaworthiness of the Vessel, in which case the Owners shall be liable;
- (2) any transhipment in connection with through-transport or multimodal transport, save where the Charterers can prove that the circumstances giving rise to the Cargo Claim occurred after commencement of the loading of the cargo onto the Vessel and prior to its discharge;
- (3) the carriage of cargo on deck unless such cargo is stowed in fully closed containers, placed on board the Vessel in areas designed for the carriage of containers with class-approved container fittings and secured to the Vessel by means of class-approved Vessel's lashing gear or material.
- (v) **Shared Liability** - All Cargo Claims arising from other causes than those enumerated under sub-clauses (iii) and (iv), shall be shared equally between the Owners and the Charterers unless there is clear and irrefutable evidence that the claim arose out of pilferage or the act or neglect of one or the other party or their servants or sub-contractors, in which case that party shall bear the full claim.
- (vi) **Charterers' Own Cargo** - If the cargo is the property of the Charterers, the Owners shall have the same responsibilities and benefits as they would have had under this Clause had the cargo been the property of a third party and carried under a Bill of Lading incorporating the Hague-Visby Rules.
- (b) **Fines, etc.** - The Charterers shall also be liable to the Owners for any losses, damages, expenses, fines, penalties, or claims which the Owners may incur or suffer by reason of the cargo or the documentation relating thereto failing to comply with any relevant laws, regulations, directions or notices of port authorities or other authorities, or by reason of any infestation, contamination or condemnation of the cargo or of infestation, damage or contamination of the Vessel by the cargo.
- (c) **Deck cargo** - The Charterers shall be liable to the Owners for any loss, damage, expense or delay to the Vessel howsoever caused and resulting from the carriage of cargo on deck save where the Charterers can prove that such loss, damage, expense or delay was the result of negligence on the part of the Owners and/or their servants.
- (d) **Death or Personal Injury** - Claims for death or personal injury having a direct connection with the operation of the Vessel shall be borne by the Owners unless such claims are caused by defect of the cargo or by the act, neglect or default of the Charterers, their servants, agents or sub-contractors.
- (e) **Agency** - The Owners authorise and empower the Charterers to act as the Owners' agents solely to ensure that, as against third parties, the Owners will have the benefit of any immunities, exemptions or liberties regarding the cargo or its carriage. Subject to the provisions of Clause 17 the Charterers shall have no authority to make any contracts imposing any obligations whatsoever upon the Owners in respect of the cargo or its carriage.
- (f) **Indemnity and Limitation** - The Owners and the Charterers hereby agree to indemnify each other against all loss, damage or expenses arising or resulting from any obligation to pay claims, fines or penalties for which the other party is liable in accordance with this Charter Party. Both the Owners and the Charterers shall retain their right to limit their liability against the other party in respect of any claim brought by way of indemnity, notwithstanding that the other party has been denied the right to limit against any third party or has failed in whatever manner to exercise its rights of limitation.
- (g) **Time Bar** - In respect of any Cargo Claims as between the Owners and the Charterers, brought under sub-clause 18(a), unless extensions of time have been sought or obtained from one party by the other or notice of arbitration has been given by either party, such claim(s) shall be deemed to be waived and absolutely time barred upon the expiry of two years reckoned from the date when the cargo was or should have been delivered. When the Hamburg Rules apply compulsorily the above time bar shall be extended to three years.
- 19. Exceptions**
- As between the Charterers and the Owners, responsibility for any loss, damage, delay or failure of performance under this Charter Party not dealt with in Clause 18(a), shall be subject to the following mutual exceptions:
- Act of God, act of war, civil commotions, strikes, lockouts, restraint of princes and rulers, and quarantine restrictions.
- In addition, any responsibility of the Owners not dealt with in Clause 18(a) shall be subject to the following exceptions:
- Any act, neglect or default by the Master, pilots or other servants of the Owners in the navigation or management of the Vessel, fire or explosion not due to the personal fault of the Owners or their Manager, collision or stranding, unforeseeable breakdown of or any latent defect in the Vessel's hull, equipment or machinery.
- The above provisions shall in no way affect the provisions as to off-hire in this Charter Party.
- 20. Insurances**
- (a) **Hull and Machinery** - The Owners warrant that the Vessel is insured for Hull, Machinery and basic War Risks purposes at the value stated in Box 34.
- (b) **Protection and Indemnity (P & I)** - The Owners warrant that throughout the period of the Charter Party the Vessel will be fully covered for P&I risks, including through transport cover, with underwriters approved by the Charterers which approval shall not be unreasonably withheld.
- The Charterers warrant that throughout the period of the Charter Party they will be covered for Charterers' liability risk by underwriters approved by the Owners which approval will not be unreasonably withheld.
- 21. War Risks ("Conwartime 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) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.
- (c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.
- (d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.
- (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within,

PART II

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or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.	700 701 702 703	shall apply.) (a), (b) and (c) are alternatives; indicate alternative agreed in Box 35	789 790
(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.	704 705 706 707 708	23. Commission The Owners shall pay a commission at the rate stated in Box 36 to the Broker(s) stated in Box 36 on any hire paid under this Charter Party or any continuation or extension thereof. If the full hire is not paid owing to breach of Charter Party by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.	791 792 793 794 795 796
(f) The Vessel shall have liberty:-	709	Should the parties agree to cancel this Charter Party, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.	797 798 799
(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, or any other body or group whatsoever acting with the power to compel compliance with their orders or directions;	710 711 712 713 714 715 716	In signing this Charter Party the Owners acknowledge their agreement with the brokers to pay the commissions described in this Clause.	800 801
(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;	717 718 719	24. Notices Any notices as between the Owners and the Charterers shall be in writing and sent to the addresses stated in Boxes 2 and 3 as the case may be or to such other addresses as either party may designate to the other in writing.	802 803 804 805
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;	720 721 722 723 724 725		
(iv) to divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	726 727		
(v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.	728 729 730		
(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.	731 732 733 734 735 736 737 738		
(h) If in compliance with any of the provisions of sub-clauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfillment of this Charter Party.	739 740 741		
22. Law and Arbitration	742		
) (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.	743 744 745 746 747		
The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	748 749 750		
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	751 752 753 754 755 756 757 758 759 760 761 762		
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	763 764		
In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	765 766 767 768		
) (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	769 770 771 772 773 774 775 776 777		
In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	778 779 780 781 782		
) (c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and stated in Box 35 and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at the place stated in Box 35, subject to the procedures applicable there.	783 784 785 786 787		
(d) If Box 35 in Part I is not appropriately filled in, sub-clause (a) of this Clause	788		

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Appendix A - Protective Clauses

A. WAR RISKS ("Voywar 1993")

- (1) For the purpose of this Clause, the words:
- (a) "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
- (b) "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.
- (2) 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 Contract of Carriage, 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 Contract of Carriage, 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 Contract of Carriage 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 Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (3) 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 Contract of Carriage. 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.
- (4) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total 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.
- (5) The Vessel shall have liberty:-
 - (a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;
 - (b) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

- (c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
- (d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
- (e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
- (f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

B. CLAUSE PARAMOUNT

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 24 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation in the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract, save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

C. GENERAL AVERAGE

General Average shall be adjusted and settled at a port or place in the option of the Carrier according to the York-Antwerp Rules, 1994 or any subsequent amendment thereto.

D. HIMALAYA CLAUSE

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Charterers, Shippers, Consignees, owner of the goods or to any holder of a Bill of Lading issued under this Charter Party, for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid.

For the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agents or trustees on behalf of and for the benefit of all persons who might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this contract.

E. NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the

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Appendix A - Protective Clauses

commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not 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 vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if salving vessel or vessels 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.

F. BOTH-TO-BLAME COLLISION CLAUSE

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel 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 vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact.