



Adopted by the Documentary Committee of the General Council of British Shipping, London and the Documentary Committee of The Japan Shipping Exchange, Inc., Tokyo

1 Shipbroker	RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AS REVISED 1922 and 1976) INCLUDING "F.I.O." ALTERNATIVE, ETC. (To be used for trades for which no approved form is in force) CODE NAME: "G E N C O N"  2. Place and date ....., 24th January 2012
3 Owners/Place of business (Cl. 1)	4 Charterers/Place of business (Cl. 1)
5. Vessel's name (Cl. 1) <i>M.V. TO BE NOMINATED BY.....</i> (See Clauses 37 and 42)	6 GRT/NRT (Cl. 1)
7. Deadweight cargo carrying capacity in tons (abt) (Cl. 1)	8. Present position (Cl. 1)
9 Expected ready to load (abt.) (Cl. 1) <i>August 2012/November 2012 (See also Clause 50)</i>	
10. Loading port or place (Cl. 1) <i>1(one) safe berth or, in Charterers' option 1(one) safe anchorage TELUK BAYUR, Padang (Indonesia) always afloat always accessible where 9m. swad, but 9.6m. draft using fenders or, in Charterers' option DUMAI where loading rate 4,250 metric tons per weather working days Sundays and Holidays included.</i>	11. Discharging port or place (Cl. 1) <i>1 (one) safe berth ITALIAN PORTS including PIOMBINO always afloat, always accessible, or CROTONE, or GDYNIA, or GDANSK, or SZCZECIN, or OXELOSUND. (See also Clause 23)</i>
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) <i>26.000 metric tons 10% (ten percent) more or less in Owners' option of PALM KERNEL SHELLS, stowage factor about 57/58 cbft/mt. Cargo to be loaded in accordance with I.M.O. Regulations. Appendix B fitted. Route via SUEZ Canal only.</i>	
13 Freight rate (also state if payable on delivered or intaken quantity) (Cl. 1) <i>See Clause 45</i>	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4) <i>See Cl. 30</i>
15. Loading and discharging costs (state alternative (a) or (b) of Cl. 5; also indicate if the vessel is gearless)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6) a) Laytime for loading <i>See Clause 19</i>
17. Shippers (state name and address) (Cl. 6)	b) Laytime for discharging <i>See Clause 19</i> c) Total laytime for loading and discharging
18 Demurrage rate (loading and discharging) (Cl. 7) <i>See Cl. 24</i>	19. Cancelling date (Cl. 10) <i>November 2012 (See also Clause 50)</i>
20 Brokerage commissions and to whom payable (Cl. 14): <i>2,50% address comm. to Charterers</i>	
21. Additional clauses covering special provisions, if agreed.  <i>Additional Clauses from No. 18 to No. 50, both inclusive, are deemed to be incorporated in this Charter Party and to apply.</i>	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

Signature (Owners)	Signature (Charterers)
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**PART II**  
**"Gencon" Charter (As Revised 1922 and 1976)**  
 Including "F.I.O" Alternative, etc.

1.	It is agreed between the party mentioned in Box 3 as Owners of the steamer or motor-vessel named in Box 5, of the gross/nett Register tons indicated in Box 6 and carrying about the number of tons of deadweight cargo stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter about the date indicated in Box 9, and the party mentioned as Charterers in Box 4 that: The said vessel shall proceed to the loading port or place stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at Charterers' risk) as stated in Box 12 (Charterers to provide all mats and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board if required) which the Charterers bind themselves to ship, and being so loaded the vessel shall proceed to the discharging port or place stated in Box 11 as ordered on signing Bills of Lading or so near thereto as she may safely get and lie always afloat and there deliver the cargo on being paid freight on delivered or intaken quantity as indicated in Box 13 at the rate stated in Box 13 <i>Stowage to be done under Master's direction.</i>	1	<del>The cargo shall be loaded and discharged within the number of total running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count.</del>	88
		2	<del>(c) Commencement of laytime (loading and discharging)</del>	91
		3	<del>Laytime for loading and discharging shall commence at 1 p.m. if notice of readiness is given before noon, and at 6 a.m. next working day if notice given during office hours after noon. Notice at loading port to be given to the Shippers named in Box 17.</del>	92
		4	<del>Time actually used before commencement of laytime shall count.</del>	93
		5	<del>Time lost in waiting for berth to count as loading or discharging time, as the case may be.</del>	94
		6	<del>— indicate alternative (a) or (b) as agreed, in Box 16.</del>	95
		7	<del>7. Demurrage</del>	96
		8	<del>Ten running days on demurrage at the rate stated in Box 18 per day or pro rata for any part of a day, payable day by day, to be allowed Merchants altogether at ports of loading and discharging.</del>	97
		9	<del>Demurrage payable by Charterers at both ends.</del>	98
2.	<b>Owners' Responsibility Clause</b> Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by the improper or negligent stowage of the goods (unless stowage performed by shippers/Charterers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager. And the Owners are responsible for no loss or damage or delay arising from any other cause whatsoever, even from the neglect or default of the Captain or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unseaworthiness of the vessel on loading or commencement of the voyage or at any time whatsoever. Damage caused by contact with or leakage, smell or evaporation from other goods or by the inflammable or explosive nature or insufficient package of other goods not to be considered as caused by improper or negligent stowage, even if in fact so caused.	10	<del>10. Cancellling Clause</del>	101
		11	<del>Should the vessel not be ready to load (whether in berth or not) on or before the date indicated in Box 19, Charterers have the option of cancelling this contract, such option to be declared, if demanded, at least 48 24 (twenty four) hours before vessel's expected arrival at port of loading after Owners' declaration.</del>	102
		12	<del>Should the vessel be delayed on account of average or otherwise, Charterers to be informed as soon as possible, and if the vessel is delayed for more than 10 days after the day she is slated to be expected ready to load, Charterers have the option of cancelling this contract, unless a cancelling date has been agreed upon.</del>	103
		13	<del>11. General Average</del>	104
		14	<del>General average to be settled in London according to English Law and York-Antwerp Rules 1974 as amended to apply.</del>	105
		15	<del>1974; Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see clause 2).</del>	106
		16	<del>12. Indemnity</del>	107
		17	<del>Indemnity for non-performance of this Charterparty, proved damages, not exceeding estimated amount of freight.</del>	108
		18	<del>13. Agency See Clause 26</del>	109
		19	<del>In every case the Owners shall appoint his own Broker or Agent both at the port of loading and the port of discharge.</del>	110
		20	<del>14. Brokerage</del>	111
		21	<del>A brokerage commission at the rate stated in Box 20 on the freight, earned is due to the party mentioned in Box 20</del>	112
		22	<del>In case of non-execution at least 1/3 of the brokerage on the estimated amount of freight and dead-freight to be paid by the Owners to the Brokers as Indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be mutually agreed.</del>	113
		23	<del>15. GENERAL STRIKE CLAUSE</del>	114
		24	<del>Neither Charterers nor Owners shall be responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfillment of any obligations under this contract.</del>	115
		25	<del>If there is a strike or lock-out affecting the loading of the cargo, or any part of it, when vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, Captain or Owners may ask Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, Owners shall have the option of cancelling this contract. If part cargo has already been loaded, Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.</del>	116
		26	<del>If there is a strike or lock-out affecting the discharge of the cargo on or after vessel's arrival at or off port of discharge and same has not been settled within 48 hours, Receivers shall have the option of</del>	117
3.	<b>Deviation Clause</b> The vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist vessels in all situations, and also to deviate for the purpose of saving life and/or property.	27		118
4.	<b>Payment of Freight See Clause 30</b> The freight to be paid in the manner prescribed in Box 14 in cash without discount on delivery of the cargo at mean rate of exchange ruling on day or days of payment, the receivers of the cargo being bound to pay freight on account during delivery, if required by Captain or Owners. Cash for vessel's ordinary disbursements at port of loading to be advanced by Charterers if required at highest current rate of exchange, subject to two per cent to cover insurance and other expenses.	28		119
5.	<b>Loading/Discharging Costs</b> (a) <i>Gross Terms</i> The cargo to be brought alongside in such a manner as to enable vessel to take the goods with her own tackle, Charterers to procure and pay the necessary men on shore or on board the lighters to do the work there, vessel only heaving the cargo on board. If the loading takes place by elevator, cargo to be put free in vessel's holds. Owners only paying trimming expenses. Any pieces and/or packages of cargo over two tons weight, shall be loaded, stowed and discharged by Charterers at their risk and expense. The cargo to be received by Merchants at their risk and expense alongside the vessel not beyond the reach of her tackle. (b) <i>F.i.o. and free stowed/trimmed</i> The cargo shall be brought into the holds, loaded, stowed and/or trimmed and taken from the holds and discharged by the Charterers or their Agents, free of any risk, liability and expense whatsoever to the Owners. The Owners shall provide winches, motive power and winchmen from the Crew if requested and permitted; if not, the Charterers shall provide and pay for winchmen from shore and/or cranes, if any. (This provision shall not apply if vessel is gearless and stated as such in Box 15). — indicate alternative (a) or (b), as agreed, in Box 15	29		120
6.	<b>Laytime See Clauses 19/23</b> (a) <i>Separate laytime for loading and discharging</i> The cargo shall be loaded within the number of running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. The cargo shall be discharged within the number of running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. (b) <i>Total laytime for loading and discharging</i>	30		121

**PART II**  
**"Gencon" Charter (As Revised 1922 and 1976)**  
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keeping vessel waiting until such strike or lock-out is at an end	166	a lien on the cargo for all moneys due under these Clauses.	250
against paying half demurrage after expiration of the time provided	167		
for discharging, or of ordering the vessel to a safe port where she	168		
can safely discharge without risk of being detained by strike or lock-	169	17. GENERAL ICE CLAUSE	251
out. Such orders to be given within 48 hours after Captain or Owners	170	<i>Port of loading</i>	252
have given notice to Charterers of the strike or lock-out affecting	171		
the discharge. On delivery of the cargo at such port, all conditions	172	(a) In the event of the loading port being inaccessible by reason of	253
of this Charterparty and of the Bill of Lading shall apply and vessel	173	ice when vessel is ready to proceed from her last port or at any	254
shall receive the same freight as if she had discharged at the	174	time during the voyage or on vessel's arrival or in case frost sets in	255
original port of destination, except that if the distance of the substi-	175	after vessel's arrival, the Captain for fear of being frozen in is at	256
tututed port exceeds 100 nautical miles, the freight on the cargo	176	liberty to leave without cargo, and this Charter shall be null and	257
delivered at the substituted port to be increased in proportion.	177	void.	258
		(b) If during loading the Captain, for fear of vessel being frozen in,	259
16. War Risks ("Voywar 1950")	178	deems it advisable to leave, he has liberty to do so with what cargo	260
(1) In these clauses "War Risks" shall include any blockade or any	179	he has on board and to proceed to any other port or ports with	261
action which is announced as a blockade by any Government or by any	180	option of completing cargo for Owners' benefit for any port or ports	262
belligerent or by any organized body, sabotage, piracy, and any actual	181	including port of discharge. Any part cargo thus loaded under this	263
or threatened war, hostilities, warlike operations, civil war, civil com-	182	Charter to be forwarded to destination at vessel's expense but	264
motion, or revolution.	183	against payment of freight, provided that no extra expenses be	265
		thereby caused to the Receivers, freight being paid on quantity	266
(2) If at any time before the Vessel commences loading, it appears that	184	delivered (in proportion if lumpsum) all other conditions as per	267
performance of the contract will subject the Vessel or her Master and	185	Charter.	268
crew or her cargo to war risks at any stage of the adventure, the Owners	186	(c) In case of more than one loading port, and if one or more of	269
shall be entitled by letter or telegram despatched to the Charterers, to	187	the ports are closed by ice, the Captain or Owners to be at liberty	270
cancel this Charter.	188	either to load the part cargo at the open port and fill up elsewhere	271
		for their own account as under section (b) or to declare the Charter	272
(3) The Master shall not be required to load cargo or to continue	189	null and void unless Charterers agree to load full cargo at the open	273
loading or to proceed on or to sign Bill(s) of Lading for any adventure	190	port.	274
on which or any port at which it appears that the Vessel, her Master	191	(d) This Ice Clause not to apply in the Spring.	275
and crew or her cargo will be subjected to war risks. In the event of	192		
the exercise by the Master of his right under this Clause after part or	193	<i>Port of discharge</i>	276
full cargo has been loaded, the Master shall be at liberty either to	194		
discharge such cargo at the loading port or to proceed therewith.	195	(a) Should ice (except in the Spring) prevent vessel from reaching	277
In the latter case the Vessel shall have liberty to carry other cargo	196	port of discharge Receivers shall have the option of keeping vessel	278
for Owners' benefit and accordingly to proceed to and load or	197	waiting until the re-opening of navigation and paying demurrage, or	279
discharge such other cargo at any other port or ports whatsoever,	198	of ordering the vessel to a safe and immediately accessible port	280
backwards or forwards, although in a contrary direction to or out of or	199	where she can safely discharge without risk of detention by ice.	281
beyond the ordinary route. In the event of the Master electing to	200	Such orders to be given within 48 hours after Captain or Owners	282
proceed with part cargo under this Clause freight shall in any case	201	have given notice to Charterers of the impossibility of reaching port	283
be payable on the quantity delivered.	202	of destination.	284
		(b) If during discharging the Captain for fear of vessel being frozen	285
(4) If at the time the Master elects to proceed with part or full cargo	203	in deems it advisable to leave, he has liberty to do so with what	286
under Clause 3, or after the Vessel has left the loading port, or the	204	cargo he has on board and to proceed to the nearest accessible	287
last of the loading ports, if more than one, it appears that further	205	port where she can safely discharge.	288
performance of the contract will subject the Vessel, her Master and	206		
crew or her cargo, to war risks, the cargo shall be discharged, or if	207	(c) On delivery of the cargo at such port, all conditions of the Bill	289
the discharge has been commenced shall be completed, at any safe	208	of Lading shall apply and vessel shall receive the same freight as	290
port in vicinity of the port of discharge as may be ordered by the	209	if she had discharged at the original port of destination, except that if	291
Charterers. If no such orders shall be received from the Charterers	210	the distance of the substituted port exceeds 100 nautical miles, the	292
within 48 hours after the Owners have despatched a request by	211	freight on the cargo delivered at the substituted port to be increased	293
telegram to the Charterers for the nomination of a substitute discharg-	212	in proportion.	294
ing port, the Owners shall be at liberty to discharge the cargo at	213		
any safe port which they may, in their discretion, decide on and such	214		
discharge shall be deemed to be due fulfilment of the contract of	215		
affreightment. In the event of cargo being discharged at any such	216		
either port, the Owners shall be entitled to freight as if the discharge	217		
had been effected at the port or ports named in the Bill(s) of Lading	218		
or to which the Vessel may have been ordered pursuant thereto.	219		
(5) (a) The Vessel shall have liberty to comply with any directions	220		
or recommendations as to loading, departure, arrival, routes, ports	221		
of call, stoppages, destination, zones, waters, discharge, delivery or	222		
in any other wise whatsoever (including any direction or recom-	223		
mendation not to go to the port of destination or to delay proceeding	224		
thereto or to proceed to some other port) given by any Government or	225		
by any belligerent or by any organized body engaged in civil war,	226		
hostilities or warlike operations or by any person or body acting or	227		
purporting to act as or with the authority of any Government or	228		
belligerent or of any such organized body or by any committee or	229		
person having under the terms of the war risks insurance on the	230		
Vessel, the right to give any such directions or recommendations. If,	231		
by reason of or in compliance with any such direction or recom-	232		
mendation, anything is done or is not done, such shall not be deemed	233		
a deviation.	234		
(b) If, by reason of or in compliance with any such directions or re-	235		
commendations, the Vessel does not proceed to the port or ports	236		
named in the Bill(s) of Lading or to which she may have been	237		
ordered pursuant thereto, the Vessel may proceed to any port as	238		
directed or recommended or to any safe port which the Owners in	239		
their discretion may decide on and there discharge the cargo. Such	240		
discharge shall be deemed to be due fulfilment of the contract of	241		
affreightment and the Owners shall be entitled to freight as if	242		
discharge had been effected at the port or ports named in the Bill(s)	243		
of Lading or to which the Vessel may have been ordered pursuant	244		
thereto.	245		
(6) All extra expenses (including insurance costs) involved in discharg-	246		
ing cargo at the loading port or in reaching or discharging the cargo	247		
at any port as provided in Clauses 4 and 5 (b) hereof shall be paid	248		
by the Charterers and/or cargo owners, and the Owners shall have	249		

**ADDITIONAL CLAUSES TO THE CHARTER PARTY OF  
MV "..... T.B.N." DATED 24TH JANUARY 2012**

**Clause 18 - Extra Insurance**

Free of extra insurance due to vessel's age.

**Clause 19 - Notice of Readiness/Time counting**

**At loading port** Notice of Readiness to be tendered any time, day and night, Sundays and Holiday included. Time to start to count 12 hours turn time after Notice of Readiness has been tendered unless sooner commenced.

**At discharging port** Notice of Readiness to be tendered any time, day and night, Sundays and Holiday included. Time to start to count 12 hours total turn time after Notice of Readiness has been tendered unless sooner commenced.

**In case vessel discharge at 2 (two) ports, unused turn time at first port to be carried over the second port.**

Notice may be tendered whether in port or not, whether in berth or not, whether custom cleared or not, whether in free pratique or not **at both ends.**

Time actually used before commencement of laytime to count. Time lost in waiting for berth to count as laytime.

If after berthing the vessel is found not to be ready in all respects to load, time lost between holds rejection and hold acceptance will not count as laytime.

At loading and discharging ports, time used for first opening and last closing hatches not to count as laytime.

Time at second discharging port, if used, to count upon vessel's arrival at first pilot station.

**Clause 20**

Time used for shifting from anchorage or waiting berth to loading / discharging berth after commencement of laytime not to count as laytime unless is already on demurrage.

Shifting expenses between berths, if any, to be for Charterers' account and time to count.

**Clause 21 - Notice for loading**

Master/ Owners to e-mail/fax Charterers via brokers / Agents at first or sole loading port giving 10/8/5/3/2/1 days notice of ETA at first (or sole) loading port on sailing from first loading port Master/Owners to e-mail/fax Charterers and Agents at subsequent loading port(s) giving ETA there. Owners to keep Charterers via brokers/ Agents duly posted about any delay on vessel's ETA exceeding 24 hours.

**Clause 22 - Notice for discharging**

On sailing from last loading port Master to e-mail/fax Charterers via brokers and Agents at first or sole discharging port, if already declared, date and hour of departure, quantity/quality of cargo loaded hold by hold. Bill of Lading date and ETA. Master also to e-mail/fax Charterers via brokers and Agents at first or sole discharging port if already declared giving 10/8/5/3/2/1 days notice of ETA at first or sole discharging port.

On sailing from first discharging port Master to e-mail/fax Charterers via brokers and Agents at subsequent discharging port(s) giving ETA there. Owners to keep Charterers via brokers/ Agents duly posted about any delay on vessel's ETA exceeding 24 hours.

**Clause 23 - Loading and discharging rate**

Loading:

Self-load as fast as can by means of vessel crane and grabs. Shippers guarantee a supply rate underneath ship's grabs of **4,250 metric tons** per weather working days of 24 consecutive hours Sundays and Holidays included excluding local BIMCO's Holidays.

Charterers will supply grabs and crane drivers at their expenses.

**ADDITIONAL CLAUSES TO THE CHARTER PARTY OF  
MV "..... T.B.N." DATED 24TH JANUARY 2012**

**Clause 23 - cont**

Owners confirm 4 (four) cranes are available for loading and discharging. All are in full working condition and to be at Charterers' disposal.

**If vessel grab fitted, the grabs to be at Charterers' disposal APPENDIX B requested and CO-2 fitted.**

Discharging:

**if ITALIAN PORTS INCLUDING PIOMBINO:**

**4,000 metric tons** per weather working days of 24 consecutive hours Sundays and Holidays included and excluding local BIMCO's Holidays.

**if CROTONE:**

**5,000 metric tons** per weather working days of 24 consecutive hours Sundays and Holidays included and excluding local BIMCO's Holidays.

**if CONTINENT PORT:**

**4,000 metric tons** per weather working days of 24 consecutive hours Sundays and Holidays included and excluding local BIMCO's Holidays.

Laytime to be non reversible between loading and discharging port.

**Clause 24 - Demurrage/Despatch**

**Demurrage to be declared and mutually agree on nomination of vessel, free despatch at loadport because self loading and half despatch at discharging port/s.**

**Clause 25 - Responsibility**

Owners confirm that the vessel is allowed to load and discharge at any ports as per Charter Party and is not blacklisted by any Authorities / Unions for any reason whatsoever. Master to load / discharge the cargo in accordance with the regulations at the respective ports of call.

Owners guarantee that vessel is classed Loyds 100A1 or equivalent and will remain so for the duration of this voyage.

Owners guarantee that the vessel is full H & M insured and will remain so for the duration of this voyage.

Owners guarantee that all vessel's certificates including gear certificates are valid and fully up-to-date and Owners accept to make available to Charterers for inspection if required.

Owners guarantee vessel has on board fitness certificate issued by vessel Classification Society for carrying bulk cargoes as per Solas 74, Rule 54, Chapter II-2 (a-b-c) and as per IMO Code for safe practice of solid cargoes.

**Clause 26 - Agents**

Owners to appoint Agents nominated by Charterers at loading and discharging ports. Owners to put loading and discharging port Agents in funds before vessel's arrival.

Charterers' Agents at loading: will be advised later.

Charterers' Agents at discharging port: will be advised later.

**Owners have the liberty to appoint protecting Agents.**

**Clause 27 - Arbitration**

All disputes from time to time arising out of this contract shall be amicably settled by both parties discussing in good faith. In case of no amicable settlement reached disputes shall be referred to Arbitration in ....., ..... Law to apply.

**ADDITIONAL CLAUSES TO THE CHARTER PARTY OF  
MV "..... T.B.N." DATED 24TH JANUARY 2012**

**Clause 28 - Derricks - Cranes**

If required by the Charterers/ Shippers / Receivers vessel to give free use of cranes in good working order and power to drive same and lights as fitted on board for night work free of expenses to the Charterers / Shippers / Receivers. In case of winches and/or derricks and/or power failure laytime to count pro-rata to the number of workable hatches affected.

The vessel is fitted with power which will enable all cargo gears to work simultaneously with efficiency in compliance with S.W.L. of cargo gears. Owners guarantee that vessel derrick/cranes have minimum lifting capacity as declared by Owners and are able to work simultaneously and serve all holds.

**Clause 29 - Grab discharge**

Vessel to be suitable for grab discharge otherwise extra expenses and time lost thereby to be for Owners' account.

**Clause 30 - Freight payment**

Freight is deemed earned on shipment of cargo, discountless and non returnable whether vessel and/or cargo lost or not lost.

Freight: 95% (ninety five per cent) payable within 3 (three) banking days from signing/releasing Bills of Lading marked "FREIGHT PAYABLE AS PER CHARTER PARTY" and all terms/conditions and exceptions of the governing Charter Party, to be fully incorporated herein, including Arbitration Clause, to **Owners' bank as per freight invoice.**

Balance plus demurrage, if any, to be settled by Charterers within 30 (thirty) working days from receipt of Owners' final freight statement / accounts along with the respective time sheets, statement of facts and copies of the notices of readiness at all ports called.

Bill(s) of Lading weight to be finalized by a joint draft survey conducted by an Independent Surveyor as appointed by the Charterers in conjunction with Master / Chief Mate / Chief Engineer.

**Clause 31 - Overtime**

Overtime to be for account of the party ordering same. If ordered by port Authority, overtime to be for Charterers' account, but crew's and Officers' overtime to be always for Owners' account.

**Clause 32 - Fumigation**

Charterers have the option to fumigate the cargo on board of the vessel at their time and expenses (including hotel accommodations and relative expenses, transportations, meals etc for the crew).

**Clause 33 - Taxes**

Any taxes/dues/wharfages calculated on cargo, if any, to be for Charterers' account at both ends.

Any taxes/dues/wharfages calculated on vessel/freight as normally included in vessel's disbursement account, if any, to be for Owners' account at both ends.

**Clause 34 - Bills of Lading**

Discharge port(s) shown in Bill(s) of Lading not to constitute a declaration of discharge port and Charterers to have the right to order the vessel at any port within the terms of the Charter Party. Charterers hereby indemnify Owners against claims brought by holder of Bill(s) of Lading against Owners by reason of change of destination.

**Letter of Indemnity (L.O.I.) for change of destination to be given to Owners, according to Owners' P & I Club wording, signed by Charterers only.**

Should original Bills of Lading be un-available at time of vessel's arrival at port of discharge, Owners to authorize release of cargo against the standard Letter of Indemnity signed by Charterers and Receivers only.

**ADDITIONAL CLAUSES TO THE CHARTER PARTY OF  
MV "..... T.B.N." DATED 24TH JANUARY 2012**

**Clause 35 - Trimming and stowage**

The cargo to be loaded, stowed, trimmed and discharged free of risk and expenses to the vessel. Trimming to be done according to Master's reasonable satisfaction. Extra trimming if required to be for Owners' time/expenses.

Both at loading and discharging ports Stevedores, although appointed by Charterers or their Agents, are under the direction of the Master. All claims for damages allegedly cause by Stevedores to be settled directly between Owners and Stevedores at loading / discharging port(s) and the Charterers will assist the Owners in recovering any claims for Stevedoring damage(s). Such damages, if any, to be reported in writing by the Master within 24 hours of occurrence.

**Clause 36 - Heat Source Protection**

If to conform to local regulations cargo is to be loaded without beine in contact with the bulkhead of engine room, the Charterers to construct a wooden bulkhead within cargo and engine room bulk head at their time and expenses unless ordered by the Master of the vessel in which case bulkhead to be built up at Owners'time and expenses.

**Clause 37 - Period and Nomination Clause**

**Definite performing vessel to be declared latest 7 (seven) days prior E.T.A. loading port.**

**Clause 38 - P & I**

Owners warrant that the vessel is classed with **SKULD** certified ISM and entered with following P & I club and will remain so during the currency of this Charter Party and the whole duration of the voyage.

**Clause 39 - Ownership, H+M Insurance, Classification**

Owners warrant that during the currency of this Charter Party:

- a) The vessel will not change Ownership nor change the name of the vessel until the voyage is completed without Charterers' written consent.
- b) Vessel Hull + Machinery insurance shall be fully maintained and will not be changed.
- c) Vessel is classed with classification society acceptable to Charterers.
- d) Vessel shall not be sold for scrap after this voyage.
- e) Vessel must posses all her Survey certificates valid upto the end of the voyage under the contract.

**Clause 40 - Governing Laws and Protectives**

New Both to Blame Collision Clause, New Jason Clause, Chamber of Shipping War Risk Clause 1 and 2, P & I bunkering Clause and Paramount Clause are deemed to be incorporated in this Charter Party.

**Clause 41 - Secrecy Clause**

This fixture to be kept strictly private and confidential.

**Clause 42 - Vessel's description:**

Owners guarantee vessel is a selftrimmer, singledecker, bulkcarrier with usual hopped holds without any horizontal obstacle and is guaranteed suitable for discharge by grabs. Any extra expenses incurred by reason of vessel not being of the above description or by reason of cargo being inaccessible to mechanical grabs normally used for discharging bulkcarriers and time lost thereby to be for Owners' account.

**Clause 43 - BIMCO STANDARD I.S.M. CLAUSE**

From the date of coming into force of the International Safety Management (I.S.M.) Code in relation to the vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the vessel and 'the Company' (as definite by the I.S.M. Code) shall comply with the requirements of the I.S.M. Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (D.O.C.) and Safety Management Certificate (S.M.C.) to the Charterers.

Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or 'The Company' to comply with the I.S.M. Code shall be for the Owners' account.

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**Clause 44.**

Any kind of insurance costs / crew bonus due to passage Red Sea / Gulf of Aden / Arabian Sea / Gulf of Oman / Indian Ocean according to joint war committee will be for Owners' account.

**Clause 45 - Freight rate**

If discharging port in **ITALY**:

**US\$ 39,95.- (thirty nine Dollars and ninety five Cents)** per metric tons basis 1 (one) loading port / 1 (one) discharging port F.I.O. Spout Trimmed. .

If discharging port **CROTONE**:

**US\$ 40,00.- (forty Dollars)** per metric tons basis 1 (one) loading port / 1 (one) discharging port F.I.O. Spout Trimmed. .

If discharging port **GDYNIA / GDANSK / SZCZECIN**:

**US\$ 47,45.- (forty seven Dollars and forty five Cents)** per metric tons basis 1 (one) loading port / 1 (one) discharging port F.I.O. Spout Trimmed.

If discharging port **OXELOSUND**:

**US\$ 47,95.- (forty seven Dollars and ninety five Cents)** per metric tons basis 1 (one) loading port / 1 (one) discharging port F.I.O. Spout Trimmed.

Master-crew to co-operate in all movements alongside quay, necessary to accommodate shore loading equipment in respective holds.

**Clause 47.**

Opening/closing hatches including removal of parting/shifting boards and separations, if any, to be for Owners' account/time.

**Clause 48.**

Owners to grant Charterers' option to discharge at any Mediterranean ports same timecharter equivalent on an open book basis.

**Clause 49.**

Master has the right to reject damaged/contaminated cargo which may prevent the issuance of "clean on board" B/L and Charterers to replace same with sound one.

**Clause 50.**

Laycan to be declared **60 (sixty) days** prior commencement of the first day of actual nominated laycan, the loading laycan declared to be of **15 (fifteen) days**.

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**NEW BOTH TO BLAME COLLISION CLAUSE**

If the liability for any collision in which the vessel is involved while performing this Charter Party fails to be determined in accordance with the Laws of the United States of America, the following Clause shall apply:

If the vessel 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 servants of the Carrier in the navigation or in the management of the vessel, the Owners of the cargo 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 said cargo, paid or payable by the other or non-carrying ship or her Owners to the Owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship 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 ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

And the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.

**BIMCO NEW JASON CLAUSE**

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 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 the salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if such 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.

**P. & I. BUNKER CLAUSE**

The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the purpose of bunkering at any state of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or routes between any of the ports of loading or discharge named in this Charter Party and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the charterere voyage, always without prejudice to or interference with the terms of this Charter Party

**PARAMOUNT CLAUSE**

If the contract of carriage herein contained or evidenced is a contract of carriage to which the United Kingdom Carriage of Goods by Sea Act 1924 or the United States Carriage of Goods by Sea Act 1936 or any other similar legislation giving effect to the Brussels Convention of October 1922 for the Unification of certain rules relating to Bills of Lading applies by reason of the port of shipment being in territory in which either of the said Act or other similar legislation is in force, then, in respect of so much of the carriage hereby covered as extends from the time when the cargo is received at the carrying ship's connection at the port of shipment until the same is discharged at the ship's connection at the port of discharge.

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This Bill of Lading shall have effect subject to the provisions of that act or other similar legislation as the case

may be and in so far and to the extent that any term of this Bill of Lading is rendered null and void by that Act or other similar legislation this Bill of Lading shall in respect of the period of carriage covered by that Act or other similar legislation but no further have effect as if that term had never been inserted therein.

Nothing herein contained shall be deemed to be a surrender y the Carrier of any of the privileges, rights or immunities or an increase of any of his responsibilities or liabilities under that Act or other similar legislation.

**CHAMBER OF SHIPPING WAR RISKS CLAUSES 1952**

- 1) The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any port which the Master or Owners in his or their discretion consider dangerous or impossible to enter or reach.
- 2)
  - (a) If any port of loading or of discharge named in this Charter Party or to which the vessel may properly be ordered pursuant to the terms of the Bills of Lading be blockaded, or
  - (b) If owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master or Owners in his or their discretion dangerous or (b) it be considered by the Master or Owners in his or their discretion dangerous or impossible for the vessel to reach any such port of loading or of discharge - the Charterers shall have the right to order the cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of loading or discharging ports respectively established under the provisions of the Charter Party (provided such other port is not blockaded or that entry thereto or loading or discharge of cargo thereat is not in the Master's or Owners' discretion dangerous or prohibited).  
If in respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions of the Charter Party or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range of loading or discharging ports established under the provisions of the Charter Party, the Charter Party shall be read in respect of freight and all other conditions whatsoever as if the voyage performed where that originally designated. In the event, however, that the vessel discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charter Party, freight shall be paid as for the voyage originally designated and all extra expenses involved in reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In this latter event the Owners shall have a lien on the cargo for all such extra expenses.
- 3) The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call, stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the

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- cont.

vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.

If by reason of or in compliance with any such directions or recommendations the vessel does not proceed to the port or ports of discharge originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the vessel may proceed to any safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo.

Such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and the Owners shall be entitled to freight as if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid by the Charterers and/or Cargo Owners and the Owners shall have a lien on the cargo for freight and all such expenses.

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