



GENCOA A

**STANDARD CONTRACT OF AFFREIGHTMENT
FOR DRY BULK CARGOES**

PART I

<p>1. Shipbroker</p>	<p>2. Date of Contract</p>
<p>3. Owners (state name and contact details)</p>	<p>4. Charterers (state name and contact details)</p>
<p>5. Description of Cargo (Cl. 1)</p>	
<p>6. Loading Port/Place (Cl.1) For multiple Ports/Places or Range see Annex A (Ports and Rates))</p>	<p>7. Discharging Port/Place (Cl. 1) For multiple Ports/Places or Range see Annex A (Ports and Rates))</p>
<p>8. Total Quantity/Number of Shipments (Cl. 2)</p> <p>(a) state min./max. quantities: OR (b) state number of shipments:</p>	<p>9. First shipment layday and final shipment cancelling date (Cl. 4)</p> <p>(a) state earliest layday for first shipment: (b) state cancelling date for final shipment:</p>
<p>10. Quantity per Shipment (state min./max. quantities at Owners' option) (Cl. 5)</p>	<p>11. Laytime For multiple Ports/Places or Range see Annex A (Ports and Rates))</p>
<p>12. Scheduling/Nomination (Cl. 7):</p> <p>(i) Charterers' declaration of laydays (Cl. 7(a)): [] days (ii) Charterers' spread of laydays (Cl. 7(a)): [] days (iii) Owners' vessel nomination (Cl. 7(b)): [] days (iv) Owners' narrowed spread of laydays (Cl. 7(b)): [] days (v) Owners' option to nominate a substitute (Cl. 7(c)): [] days</p>	
<p>13. Freight (Cl. 9 and Annex A (Ports and Rates))</p> <p>(i) Freight Rate and Currency (Cl. 9 (a)): (ii) Freight Payment (state beneficiary and bank account) (iii) Freight shall be paid within [] days after release of bills of lading/sea waybills (Cl. 9 (b))</p>	<p>14. Demurrage/Despatch (state rate(s)) (Cl. 10)) (For multiple Ports/Places or Range see Annex A (Ports and Rates))</p>
<p>15. Charterers' default (Cl. 13 (a))</p> <p>(i) failure to provide cargo for [] shipments (Cl. 13 (a)(ii)) (ii) Charterers' grace period of [] days to make payment (Cl. 13 (a)(ii)(2)).</p>	<p>16. Owners' default (Cl. 13 (b))</p> <p>(i) failure for [] shipments to nominate a vessel and/or procure arrival of a vessel at the Loading Port/Place (Cl. 13 (b)(i)) (ii) Owners' grace period of [] days to recitify their failure (Cl. 13 (b)(i)(2))</p>

Consultation Draft

**GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes
PART II**

17. Agents (loading) (Cl. 12 (a)) (i) nominated by: (ii) appointed by:	18. Agents (discharging) (Cl. 12(b)) (i) nominated by: (ii) appointed by:
19. Law and Arbitration (Cl. 20) (choose law and arbitration venue. If alternative (g)(Other) is chosen, Clause 20 must be appropriately filled in or replaced, failing which alternative (a)(English law/London arbitration) shall apply).	20. Commission and to whom payable (Cl. 23)
21. Names and Addresses for Nominations/Notifications by the Owners (Cl. 19)	22. Names and Addresses for Nominations/Notifications by the Charterers (Cl. 19)
23. Freight Tax (state if for the Owners' account (Cl. 17)	24. Applicable Charter Party (Preamble) state name of standard form voyage charter party as per Annex C
25. Additional clauses covering special provisions, if agreed:	

It is mutually agreed between the party mentioned in Box 3 (hereinafter referred to as "the Owners") and the party mentioned in Box 4 (hereinafter referred to as "the Charterers") that this Contract shall be performed in accordance with the terms and conditions contained in PART I including as applicable Annexes A to C and any additional clauses stated in Box 25, and PART II. In the event of a conflict of terms and conditions, the provisions of PART I including as applicable Annexes A to C and additional clauses shall prevail over those of PART II to the extent of such conflict but no further.

The party responsible for issuing the final execution version of this Contract warrants that it is an Authentic BIMCO Template procured from a properly authorised source and that all modifications to it are clearly visible. "Authentic BIMCO Template" means a BIMCO-approved standard contract in an editable electronic format.

Signature (Owners)	Signature (Charterers)
--------------------	------------------------

Consultation Draft

GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes PART II

Contents

1. Subject of Contract.....	4
2. Total Quantity/Number of Shipments.....	4
3. Actual Total Quantity	4
4. First Shipment Layday and Final Shipment Cancelling Date	4
5. Quantity per Shipment.....	4
6. Spread of Shipments	4
7. Scheduling/Nomination	4
8. Nomination of Discharging Port(s)	5
9. Freight/Deadfreight	5
10. Demurrage/Despatch	6
11. Lien	6
12. Agents.....	6
13. Suspension and Termination.....	6
14. Insurance.....	7
15. Assignment/Novation.....	8
16. Liquidation/ Bankruptcy.....	8
17. Taxes and Dues Clause.....	8
18. Sanctions Clause	8
19. Notices.....	9
20. Dispute Resolution.....	10
21. BIMCO Law and Arbitration Clause 2020	10
21. BIMCO Mediation Clause 2020.....	11
ANNEX A to Standard Contract of Affreightment for Dry Bulk Cargoes.....	12
ANNEX B to Standard Contract of Affreightment for Dry Bulk Cargoes.....	14
ANNEX C to Standard Contract of Affreightment for Dry Bulk Cargoes.....	15

Consultation Draft

GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes PART II

Preamble

For the purpose of interpretation:

“Contract” means Parts I and II including the attached voyage charter party in Annex C hereto (Charter Party) and as stated in Box 24.

GENCOA A is intended for use with a voyage charter party. Each and every voyage under this Contract shall be governed by the terms and conditions of the Charter Party, which shall be deemed incorporated in to this Contract.

In the event of any conflict between the terms and conditions of the Charter Party and Parts I and II, the latter shall prevail.

1. Subject of Contract

The Charterers undertake to provide for shipment and the Owners undertake to carry the total quantity of cargo as described in Boxes 5 and 8 from the port(s), place(s) or range(s) stated in Box 6 to the port(s), place(s) or range(s) stated in Box 7 in accordance with the provisions of this Contract.

2. Total Quantity/Number of Shipments

*subclauses (a) and (b) are alternatives. Indicate in Box 8 which alternative to apply.

(a)* The total quantity to be shipped shall be within the limits stated in Box 8.

(b)* The number of shipments under this Contract shall be as stated in Box 8.

(c) If a particular shipment is cancelled by virtue of the provisions of this Contract, the cancellation applies to that shipment only and such shipment or the cargo quantity affected thereby shall be deducted from the number of shipments or the total quantity specified in subclauses (a) or (b) and Box 8 whichever is applicable.

3. Actual Total Quantity

The actual total quantity shipped shall and is to be calculated by reference to the quantity specified in the bills of lading/sea waybills for each shipment.

4. First Shipment Layday and Final Shipment Cancelling Date

The first layday for the first shipment and the cancelling date for the final shipment shall be as stated in Box 9.

5. Quantity per Shipment

The quantity of each and every shipment shall be at the Owners' option within the limits stated in Box 10 and such option shall be declared in accordance with the provisions of Clause 7.

6. Spread of Shipments

Unless otherwise agreed, the shipments shall be fairly evenly spread over the period between the first layday for the first shipment and the cancelling date for the final shipment specified in Box 9.

7. Scheduling/Nomination

*subclauses(b)(i) and (b)(ii) are alternatives. State in Box 12 which alternative is to apply. If no choice of alternative is made in Box 12 subclause (b)(ii) of this Clause shall be deemed to apply.

All notices/nominations required under this Clause 7 shall be done in writing.

Consultation Draft

GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes PART II

- (a) The Charterers shall give the Owners a notice declaring a spread of () laydays, no later than () days before the first day of the laydays for the loading port or place. Where multiple loading ports/places or a range or ranges are stated in Box 6 the Charterers shall nominate the actual loading port(s)/place(s) or places(s) latest on giving the () days' notice.
- (b) (i)* The Owners shall nominate a vessel no later than () days before the first day of the laydays as declared under subclause (a) and give an expected ready to load date, quantity to be loaded and the applicable demurrage/despatch rate.
- (ii)* The Owners shall nominate a vessel no later than () days before the first day of the laydays as declared under subclause (a) and narrow the laydays to a () days' spread within the original spread of laydays and give an expected ready to load date, quantity to be loaded and the applicable demurrage/despatch rate.

The nomination must in each case be supported by a completed Charterers' questionnaire and copies of the vessel's certificates specified therein.

- (c) The Charterers shall accept or reject the nominated vessel within **twenty-four (24)** hours of receipt of the nomination Sundays and holidays excluded, failing which the particular vessel shall be deemed to be accepted. However, if the particular vessel is rejected by the Charterers for valid reasons within such period of **twenty-four (24)** hours, the Owners shall be obliged to nominate a replacement vessel in accordance with the terms and conditions of this Contract within **twenty-four (24)** hours of receipt of Charterers' rejection and the provisions of this subclause shall also apply to such nomination.
- (d) Notwithstanding subclause (c) the Owners shall have the option to nominate a similar substitute vessel that complies with the requirements of Annex B (Requirements for Nominated Vessels) and which has the same expected ready to load date latest () days before the first day of the laydays as declared under subclause (a). Acceptance of such substitute shall not be unreasonably withheld.
- (e) The Owners shall nominate vessels that meet the requirements stated in Annex B (Requirements for Nominated Vessels).
- (f) The vessel finally accepted pursuant to subclause (c) or (d), as the case may be, shall thereafter be considered to be the actual performing vessel (the "Vessel").

8. Nomination of Discharging Port(s)

Where multiple discharging ports/places or a range or ranges of ports/places are stated in Box 7 the charterers shall nominate the actual discharging port/place for each shipment in sufficient time not to delay the progress of the vessel or, if necessary, the preparation of the discharging plan and adjustment of the vessel's draft and trim.

9. Freight/Deadfreight

- (a) For each and every shipment under this Contract, the freight shall be paid at the applicable rate stated in Box 13 and Annex A (Ports and Rates) to the beneficiary and in the manner indicated in that Box . The Charterers shall not be entitled to make any deductions whatsoever and/or howsoever from the freight unless specifically agreed.
- (b) Freight shall be deemed earned and non-returnable, vessel and/or cargo lost or not lost, on shipment of the cargo and shall be paid within () days of the original bill(s) of lading being released by the Owners and, in any event, before breaking bulk. The bill(s) of lading shall be marked "Freight payable as per Charterparty". Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid.
- (c) If Charterers fail to ship the cargo quantity that has been declared by Owners in accordance with the provisions of subclause 7 (b) on the Vessel at the nominated Loading Port(s)/Place(s), the Charterers shall pay to the Owners deadfreight in respect of such cargo shortfall quantified in accordance with the applicable freight rate.

Consultation Draft

GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes PART II

10. Demurrage/Despatch

- (a) Demurrage and, if applicable, despatch shall be payable at the rate(s) specified in Box 14 or [Annex A](#) (Ports and Rates) or as declared on nomination.
- (b) Demurrage is incurred day by day and any undisputed demurrage shall, if demanded by Owners, be payable every fourteen (14) days on receipt of the Owners' invoice.
- (c) Should there be a dispute as to the quantum of demurrage claimed by Owners then without prejudice to Owners' rights under Clause 13 if payment is not made, any amount paid by the Charterers shall be reviewed on completion of the particular voyage after receipt of all relevant documents relating to the claim and any deficit or excess shall be promptly paid by Charterers or promptly refunded by Owners.
- (d) Despatch is to be paid within fourteen (14) days after receipt of the Charterers' invoice.

11. Lien

The Owners shall have a lien on all cargoes carried under this Contract and on all sub-freights payable in respect of such cargoes, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Contract, including the costs of exercising their right to recover same, irrespective of the particular voyage on which such claims arise.

12. Agents

*If Boxes 17 and 18 are not filled in, the agents at Loading and Discharge Port(s)/Place(s) shall be nominated by the Charterers and appointed by the Owners.

(a) At Loading Port(s):

At the Loading Port(s)/Place(s): the agents shall be nominated by the party stated in Box 15 (i) and appointed by the party as stated in Box 17 (ii).*

(b) At the Discharging Port(s)/Place(s):

At the Discharging Port(s)/Place(s) the agents shall be nominated by the party stated in Box 16 (i) and appointed by the party as stated in Box 18 (ii).*

- (c) The Owners shall pay the customary port and agency fees.

13. Suspension and Termination

(a) Charterers' Default

(i) Should the Charterers fail to pay freight, deadfreight, demurrage or other compensation that is due and payable in accordance with the requirements of this Contract the Owners shall give Charterers written notice to rectify their failure to pay within [] hours, failing which, the Owners shall be entitled to:

- (1) immediately suspend the performance of any and all of their obligations hereunder; and/or
- (2) if the outstanding amounts remain unpaid for a period of [] days terminate this Contract forthwith.

(ii) Should the Charterers fail to provide cargo in accordance with the terms of this Contract for [] shipments other than where such failure results from [a force majeure event], Owners' breach of this Contract, or the Charterers' right to refuse to load cargo, the Owners shall be entitled to terminate this Contract forthwith.

Consultation Draft

GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes PART II

(iii) The Owners' right to suspend performance and/or terminate the Contract shall be without prejudice to any other rights or claims whatsoever that the Owners may have against the Charterers and such other rights or claims shall in no way be prejudiced by the exercise by Owners of their right to suspend performance and/or terminate the Contract. Charterers shall indemnify the Owners for all damages, losses, expenses or liabilities that they may incur as result of the exercise by Owners of their rights including any liability that the Owners may incur to third parties by doing so. Compensation for time lost to Owners shall be paid by the Charterers at the applicable demurrage rate.

(b) Owners' Default

(i) Should the Owners fail to nominate a vessel for [] shipments and/or procure the arrival of a Vessel at the Loading Port(s)/Place(s) for [] shipments in accordance with the terms of this Contract, other than where such failure results from [a force majeure event] or Charterers' breach of this Contract, or should the Owners commit any other material breach of the terms of this Contract, the Charterers shall be entitled:

- (1) to immediately suspend the performance of any and all of their obligations hereunder; and
- (2) if the Owners fail to rectify their failure within [] days of their receiving a written notice from Charterers to do so, the Charterers shall be entitled to terminate this Contract forthwith.

(ii) The Charterers' right to suspend performance and/or terminate the Contract shall be without prejudice to any other rights or claims whatsoever that the Charterers may have against the Owners and such other rights or claims shall in no way be prejudiced by the exercise by Charterers of their right to suspend performance and/or terminate the Contract. Owners shall indemnify the Charterers for all damages, losses, expenses or liabilities that they may incur as result of the exercise by Charterers of their rights including any liability that the Charterers may incur to third parties by doing so.

14. Insurance

(a) Owners' Insurance Obligations

Owners undertake to ensure that whilst performing any voyage under this Contract any Vessel shall have and maintain the following insurance policies with financially sound and reputable insurers:

(i) Protection and Indemnity insurance which is no less comprehensive than the cover that is provided by members of the International Group of Protection and Indemnity Associations including cover for cargo liability and P&I War Risk insurance; and

(ii) Hull and Machinery insurance for not less than the nominated vessel's unencumbered market value; and

(iii) such other insurances as may be required by applicable laws.

(b) Charterers' Insurance Obligations

Throughout the duration of this Contract, the Charterers must procure and maintain charterers' liability insurance with customary limits with financially sound and reputable insurers.

(c) Cargo -Insurance

Throughout the duration of this Contract, the Charterers must ensure that each cargo carried under this Contract is insured against customary risks for its full commercial value.

(d) General

Either party shall upon the request of the other party, provide insurance certificates to verify that all insurance policies have been obtained and are in force in accordance with the terms and conditions of this Contract.

Consultation Draft

GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes PART II

15. Assignment/Novation

Neither party shall be entitled to assign, transfer or novate this Contract in whole or in part, except with the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

16. Liquidation/ Bankruptcy

Without prejudice to accrued rights hereunder, either party hereto shall be entitled to terminate the Contract in the event of:

- (a) any application being made or any proceedings being commenced, or any order or judgment being given by any court, for
 - (i) the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors; or
 - (ii) the appointment of a receiver, liquidator, trustee, administrator, administrative receiver or similar functionary of the other party of all or a substantial part of its assets (otherwise than for the purpose of a reconstruction or amalgamation); or
- (b) any act being done or event occurring which, under the applicable law thereof, has a substantially similar effect to any of the said acts or events described above.

17. Taxes and Dues Clause

- (a) On Vessel - The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.
- (b) On cargo - The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.
- (c) On freight - Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.

18. Sanctions Clause

- (a) For the purposes of this Clause:

“Sanctioned Activity” means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority.

“Sanctioning Authority” means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.

“Sanctioned Party” means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.

- (b) The Owners and the Charterers each warrant that at the date of this Contract and throughout its duration they are not a Sanctioned Party.
- (c) If at any time either party is in breach of subclause (b) above then the party not in breach may suspend performance under the Contract, terminate the Contract and/or claim damages resulting from the breach.
- (d) The Owners warrant that at all material times each nominated Vessel, the Vessel, its registered owners, bareboat charterers, intermediate disponent owners and managers, are not a Sanctioned Party.

Consultation Draft

GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes PART II

- (e) The Charterers warrant that at all material times any subcharterers, shippers, receivers and cargo interests are not a Sanctioned Party and the performance of this Contract is not a Sanctioned Activity.
- (f) If the Owners are in breach of subclause (d) above before loading of the cargo has commenced then the Charterers may cancel the particular shipment and/or claim damages resulting from the breach. If after loading of the cargo the Owners are in breach of subclause (d) above, the Charterers may require any cargo already loaded to be discharged at any safe port or place of their choice (including the port or place of loading or the intended port of discharge) at the Owners' cost and expense and/or claim damages resulting from the breach.
- (g) If at any time the Charterers are in breach of subclause (e) above then:
 - (i) in respect of the particular shipment, then the Owners may cancel the particular shipment and/or claim damages resulting from the breach. The Owners may require any cargo already loaded to be discharged at any safe port or place of their choice (including the port or place of loading or the intended port of discharge) at the Charterers' cost and expense and/or claim damages resulting from the breach; and
 - (ii) the Owners' obligation to nominate vessels in respect of subsequent shipments whilst the Charterers remain in breach of subclause (e) shall be suspended; and
 - (iii) if the number of shipments stated in Box 15 are unperformed in consequence of such breach, the Owners shall be entitled to terminate the Contract;

provided always that if this Contract provides that loading and/or discharging is to take place within a range of ports or places that do not involve a Sanctioned Activity, the Owners must first request the Charterers to nominate an alternative port or place and may exercise their rights under this sub-clause (g) only if such nomination is not made within forty-eight (48) hours after the request.
- (h) If in compliance with subclause (g) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of this Contract.
- (i) The Charterers shall indemnify the Owners against any and all claims brought by the owners of the cargo and/or the holders of bills of lading, waybills or other documents evidencing contracts of carriage and/or subcharterers against the Owners by reason of the Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with subclause (g) above.
- (j) The Charterers shall procure that this Clause shall be incorporated into all sub-charters and bills of lading, waybills or other documents evidencing contracts of carriage issued pursuant to this Contract.

19. Notices

- (a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Contract shall be in writing and shall, unless specifically provided in this Contract to the contrary, be sent to the address for that other party as set out in Box 21 or Box 22 as appropriate or to such other address as the other party may designate in writing.
- (b) A notice may be sent by post, facsimile, electronically or delivered by hand in accordance with subclause (a).
- (c) Any notice given under this Contract shall take effect on receipt by the other party and shall be deemed to have been received:
 - (i) if posted, on the seventh (7th) day after posting;
 - (ii) if sent by facsimile or electronically, on the day of transmission;
 - (iii) if delivered by hand, on the day of delivery.

Consultation Draft

**GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes
PART II**

And in each case proof of posting, transmission or handing in shall be proof that notice has been given.

20. Dispute Resolution

Any dispute arising out of or in connection with this Contract shall be determined in accordance with the provisions of this clause notwithstanding any law and/or dispute resolution clause to the contrary in the Charter Party attached hereto as Annex C.

21. BIMCO Law and Arbitration Clause 2020

The Parties have been given a choice of law and arbitration alternatives in Box 19 and this is the clause that shall apply.

- (a) This Contract shall be governed by and construed in accordance with **English law** and any dispute arising out of or in connection with this Contract shall be referred exclusively 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. The seat of arbitration shall be **London** even where any hearing takes place in another jurisdiction.
- (b) The reference shall be to three (3) arbitrators unless the parties agree otherwise.
- (c) The arbitration shall be conducted in accordance with the **London Maritime Arbitrators Association (LMAA) Terms**.
- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the **LMAA Small Claims Procedure**.

In cases where the claim or any counterclaim exceeds the sum agreed for the **LMAA Small Claims Procedure** and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the parties may agree) the parties may agree that the arbitration shall be conducted in accordance with the **LMAA Intermediate Claims Procedure**.

- (e) The terms and procedures referred to in subclauses (c), (d) and (e) above shall be those current at the time when the arbitration proceedings are commenced.
- (f) Any and all notices and communications in relation to any arbitration proceedings under this clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail addresses below:

Name of party to this Contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party: [insert]

Name of other party to this Contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party: [insert]

Either party shall be entitled to change and/or add to the e-mail addresses above by sending notice of change to the other party at the above address (or, if previously amended by notice, the relevant amended addresses).

Nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this Contract being served by other effective means.

**GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes
PART II**

21. BIMCO Mediation Clause 2020

The parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract. In the case of any dispute under this Contract in respect of which arbitration has been commenced, the following shall apply:

- (a) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
- (b) The other party shall thereupon within fourteen (14) calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further fourteen (14) calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.
- (c) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.
- (d) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (e) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.
- (f) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.
- (g) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

Consultation Draft

**GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes
PART II**

ANNEX A to Standard Contract of Affreightment for Dry Bulk Cargoes

Code name: GENCOA A

PORTS AND RATES

Loading and Discharging Port(s)/Place(s) and Freight Rates under the Contract of Affreightment dated xxx

between _____ as "Owners" and _____ as "Charterers"

(See Cl. 1)

1. Loading Port(s)/Place(s)

Port	Laytime (State running days/hours or load rate (mt per day))	Notice of Readiness / Turn time	Demurrage/ Despatch Rates
Separate laytime for loading and discharging		Separate laytime for loading and discharging	

2. Discharging Port/Place

Consultation Draft

**GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes
PART II**

Port	Laytime (State running days/hours or discharge rate (mt per day))	Notice of Readiness/ Turn time	Demurrage/ Despatch Rates

3. Freight

Loading and Discharging Port combination	Freight (per mt)

Consultation Draft

**GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes
PART II**

ANNEX B to Standard Contract of Affreightment for Dry Bulk Cargoes

Code name: GENCOA A

REQUIREMENTS FOR NOMINATED VESSELS

Consultation draft

Consultation Draft

**GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes
PART II**

ANNEX C to Standard Contract of Affreightment for Dry Bulk Cargoes

Code name: GENCOA A

CHARTER PARTY (Box 23)

Consultation draft