

1. Shipbroker	2. Place and Date
3. Owners (i) Full name:  (ii) Postal and street address:	4. Charterers (i) Full name:  (ii) Postal and street address:
5. Vessel (Cl. 13) (i) Name:  (ii) IMO Number:  (iii) Classification Society:  (iv) P&I Club:	6. GT/NT (i) GT:  (ii) NT:
	7. DWT all told on summer load line in metric tons (abt.)
8. Present position (Cl. 1)	9. Expected ready to load (about) (Cl. 1)
10. Loading port(s) or place(s) (Cl. 1)	11. Discharging port(s) or place(s) (Cl. 1)
12. Cargo transfer operations (state if Charterers are permitted to use barges/lighters) (Cl. 3(f))	
13. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1 and 3(d)) (i) Part cargo Y/N:  (ii) Commodity(ies):  (iii) Quantity:  (iv) Margin/tolerance:	
14. Freight rate (state amount, currency and whether freight prepaid or payable on delivery) (Cl. 4(a))	15. Freight payment (state method of payment; also beneficiary and bank account) (Cl. 4(a))

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16. State if vessel's cargo handling gear shall not be used (Cl. 5(c))	17. Laytime (if separate laytime for loading and discharging is agreed, fill in (i) and (ii). If combined laytime for loading and discharging, fill in (iii) only) (Cl. 6(c))
18. Advance notices and Notice of Readiness for loading (state party(ies) for notices) (Cl. 6(a), (e))	(i) Loading (state SHINC or SHEX):
19. Advance notices and Notice of Readiness for discharging (state party(ies) for notices) (Cl. 6(a), (e))	(ii) Discharging (state SHINC or SHEX):
20. Hold inspection (state number of hours within which the Vessel must be ready to load from failed hold inspection) (Cl. 6(f))	(iii) Combined loading and discharging (state SHINC or SHEX):
22. Laydays/Cancelling (Cl. 6(d), Cl. 9(a), Cl. 15)	21. Demurrage rate per day or pro rata (Cl. 7)
24. Owners' agents (state if Vessel consigned to agents nominated and paid for by Owners) (Cl. 18)	23. Freight Tax (state if for the Charterers' account) (Cl. 17(c))
26. General Average to be adjusted at (state place) (Cl. 21)	25. Certification of Charterers' agents (state if FONASBA Quality Standard Certified) (Cl. 18) <input type="checkbox"/> Yes <input type="checkbox"/> No
28. Charterers' contact details for notices (Cl. 28)	27. Brokerage commission and to whom payable (Cl. 27)
30. Law and Arbitration/Dispute Resolution (state 29(a), 29(b), 29(c) or 29(d) of Cl. 29; if 29(d) agreed also state Place of Arbitration) (if not filled in 29(a) shall apply) (Cl. 29)	29. Owners' contact details for notices (Cl. 28)
31. Additional clauses covering special provisions, if agreed	

It is mutually agreed that this Contract shall be performed subject to the terms and conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of terms and 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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1. It is agreed between the Owners and the Charterers that the Vessel now at the position stated in Box 8 and expected ready to load under this Charter Party on or about the date stated in Box 9 shall, as soon as its prior commitments have been completed, proceed to the first or sole loading port or place stated in Box 10 or so near thereto as it may safely get and lie always afloat, and there load the cargo stated in Box 13, which the Charterers shall ship, and upon completion of loading shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing bills of lading, or so near thereto as it may safely get and lie always afloat, and there deliver the cargo.
2. **Owners' Obligations**
  - (a) The Owners shall exercise due diligence to ensure that upon commencement of the approach voyage to the first or sole port of loading, and upon commencement of the laden voyage, the Vessel will be seaworthy and properly manned, equipped and supplied.
  - (b) Notwithstanding anything to the contrary contained in this Charter Party, but subject to subclause (a) above, the Owners shall as from the date hereof:
    - (i) have no liability for loss or damage (including delay) arising or resulting from unseaworthiness unless caused by breach of subclause (a) above; and
    - (ii) be entitled to rely on the rights, immunities and defences of Article III, rule 5, and Article IV, rules 2 and 6, of the Hague-Visby Rules, which rules 5, 2 and 6 shall be deemed incorporated as though here written out in full, with the expressions "carrier" and "shipper" being agreed to mean the Owners and the Charterers respectively.
3. **Cargo**
  - (a) The Charterers shall ensure that:
    - (i) all cargo loaded under this Charter Party will be properly and clearly described and documented, and (as appropriate) packed, loaded, stowed, and trimmed and/or secured strictly in accordance with all applicable laws, regulations and conventions (including any relevant IMO or other recommendations or circulars), with any special requirements to be provided or complied with by the Charterers at their risk, responsibility and expense;
    - (ii) the shipment, export, transportation and import of the cargo (including any underlying sale transaction(s)) will be and will remain lawful in all respects;
    - (iii) the cargo (including any necessary strapping, packing, internal securing and/or lifting lugs) will be in all respects fit and suitable for loading, stowage, carriage and discharge; and
    - (iv) all necessary information will be provided to the Owners to enable the Owners to submit timely and accurate advance cargo declarations.
  - (b) Deck Cargo: The Vessel shall not be required to load or carry deck cargo.
  - (c) Bulk Cargo: Unless caused by the act, neglect or default of the Owners or their servants or agents:
    - (i) where bulk cargo is shipped and stowed other than in accordance with the Vessel's natural segregation, the Charterers shall be responsible for any resulting claim for contamination, spoiling, deterioration in quality or loss of cargo; and
    - (ii) where bulk cargo is to be delivered to more than one receiver or discharged at more than one berth or anchorage, other than in accordance with the Vessel's natural segregation, the Charterers shall be responsible for any resulting claim for short delivery or over-landing, including any fines or legal costs.

- (d) Part Cargo: Unless stated otherwise in Box 13, where the cargo to be shipped under this Charter Party is less than a full cargo for the Vessel, the Owners shall be entitled to load additional or top-off cargo within the Vessel's natural segregation for their own account or that of other charterers, and such additional or top-off cargo may be loaded and/or discharged before or after the Charterers' cargo, in or out of geographical rotation, all as part of the contract voyage.
- (e) HME Cargo: If the cargo is such as may be harmful to the marine environment according to the criteria of the relevant provisions of MARPOL Annex V, as amended from time to time, the removal, custody, storage and disposal of all cargo residues (including hold washing water) shall be at the risk, responsibility and expense of the Charterers, and any resulting loss of time shall be compensated by the Charterers at the demurrage rate stated in Box 21.
- (f) Lighterage: Unless stated otherwise in Box 12, the Charterers may require the Vessel to load and/or discharge cargo from/into barges or lighters. Such transfer operations shall be at the Charterers' risk and responsibility, and the Charterers shall provide and pay for adequate fendering and any other necessary equipment, all to the reasonable satisfaction of the Master. If, at any time, in the Master's reasonable judgement the transfer operations are, or may become, unsafe, the Master may order them to be suspended or discontinued. In such event the Master shall have the right to order the barges or lighters away from the Vessel or to remove the Vessel.
- (g) Fumigation: The Charterers shall be entitled to arrange for on-board fumigation of the cargo at their risk responsibility and expense (including shore accommodation for the Vessel's personnel if required, and removal of spent fumigant) and always in strict compliance with the requirements and recommendations of IMO and any requirements of the Vessel's flag state or of the states and/or port(s) or place(s) of loading and discharge. The Charterers shall be responsible for ensuring that: (i) the Master and officers are properly instructed as to the characteristics of the fumigant, including all applicable precautions; (ii) all interested third parties (including authorities at the port(s) or place(s) of discharge) are provided in good time with details of the fumigation/type of fumigant and any necessary safety precautions; and (iii) fumigation is not commenced without written confirmation from the Master that loading (including trimming and/or securing) is complete. Any resulting loss of time (including time lost at or off the port of discharge for completion of fumigation) shall be compensated by the Charterers at the demurrage rate stated in Box 21.
- (h) Packing and securing materials: All packing, stowing, lashing and securing materials (including pallets, crates and dunnage) will be properly treated in accordance with all applicable laws and regulations, duly marked, and accompanied by all proper certification, with all handling and disposal to be at the Charterers' risk, responsibility and expense.

#### **4. Freight**

- (a) The freight shall be paid as stated in Boxes 14 and 15 and calculated on the bill of lading quantity. The freight shall be paid in full, without discount or deduction except as expressly permitted under this Charter Party, in readily available and transferable funds and free of bank charges except as imposed by the Owners' bank.
- (b) The freight shall be deemed earned in full on shipment, without discount and non-returnable, Vessel and/or cargo lost or not lost.
- (c) Neither the Owners nor the Master shall be required to sign or endorse bills of lading showing freight prepaid unless the freight has been received in full by the Owners.

#### **5. Loading and Discharging**

- (a) Costs and Risks: The cargo shall be loaded, tallied, stowed, trimmed, lashed and/or secured and taken from the holds and discharged by stevedores appointed and employed by the Charterers at their risk, responsibility and expense under the supervision of the Master. The Charterers shall provide, pay for and install all dunnage

and any other materials as required for the proper stowage and protection of the cargo on board and shall be responsible and pay for removing the same after discharge of the cargo, with laytime or demurrage continuing to count.

- (b) Seaworthy Trim: The Charterers shall ensure that the Vessel is left in safe and seaworthy trim, with cargo on board safely stowed and secured, all to the Master's reasonable satisfaction, for the laden voyage and also for any shifting between loading berths, ports or places, and so too with discharging berths, ports or places, and any related expenses shall be for the Charterers' account and laytime or demurrage shall continue to count. In the event that the Vessel has to vacate the berth during cargo operations for reasons of safety, the Charterers shall be responsible for ensuring that any cargo then on board is safely stowed and secured at their risk and expense.
- (c) Cargo Handling Gear and Lighting: Unless the Vessel is gearless, or Box 16 states that the Vessel's gear shall not be used, the Owners shall provide free use of the Vessel's cargo-handling gear and sufficient motive power to operate the same. Unless caused or contributed to by negligence or lack of skill of the Charterers' servants, agents or subcontractors, time actually lost by breakdown of the Vessel's cargo-handling gear or lack of sufficient power shall not count as laytime or time on demurrage. The Owners shall provide free use of lighting as on board.
- (d) Stevedore Damage to Vessel:
  - (i) The Charterers shall be responsible for damage (fair wear and tear excepted) to any part of the Vessel caused by Stevedores. The Charterers shall be liable for all costs for repairing such damage and for any time lost, which shall be paid in an amount equivalent to the demurrage rate.
  - (ii) The Master or the Owners shall notify the Charterers or their agents and the Stevedores of any damage as soon as reasonably possible, failing which the Charterers shall not be responsible.
  - (iii) Stevedore damage affecting seaworthiness shall be repaired without any delay before the Vessel sails from the port where such damage was caused or discovered. Stevedore damage affecting the Vessel's trading capabilities shall be repaired before leaving the last port of discharge, failing which the Charterers shall be liable for resulting losses. All other damage which is not repaired before leaving the last port of discharge shall be repaired by the Owners and settled by the Charterers on receipt of Owners' supported invoice.

## 6. Laytime

- (a) The Owners and/or the Master shall give notices of the Vessel's ETA to the Charterers and to the parties stated in Box 18 and 19 as appropriate and shall notify them without unreasonable delay of any material change in the Vessel's position.
- (b) The BIMCO Laytime Definitions for Charter Parties 2013 shall be deemed incorporated and form part of this Charter Party, except where inconsistent with its terms.

The expression "SHINC" shall mean that laytime is to run continuously and without interruption for public holidays or customary days of rest at the port or place in question, whether or not work is done at overtime rates.

The expression "SHEX" shall mean that there shall be excluded from laytime public holidays and customary days of rest at the port or place in question ("non-working days"), unless used.

- (c) (i)\* Separate laytime for loading and discharging:

The cargo shall be loaded either within the number of running days or at the rate stated in Box 17, weather not preventing.

The cargo shall be discharged either within the number of running days or at the rate stated in Box 17, weather not preventing.

Laytime for loading and discharging shall be non-reversible, but the Charterers shall be entitled to apply time saved at one loading port or place to off-set time lost at any other loading port or place, and the Charterers shall have the same right to off-set time between discharging ports or places.

(ii)\* Total laytime for loading and discharging:

The cargo shall be loaded and discharged either within the total number of running days or at the rate stated in Box 17, weather not preventing.

\*Alternative (i) or (ii) shall apply as agreed in Box 17.

(d) Commencement of laytime (loading and discharging):

(i) Notice of Readiness may be tendered at any time, day or night.

(ii) Notice of Readiness at the first or sole port or place of loading may be tendered prior to 00.01 hours on the date first stated in Box 22, provided that laytime shall not begin before that time unless cargo operations are sooner commenced.

(iii) Subject to subclause (c)(ii) above, laytime at each port or place of loading and discharging shall commence at the earlier of:

(1) commencement of cargo operations; and

(2) either:

(A) where SHINC terms apply, 1300 hours if Notice of Readiness is tendered up to and including noon, and 0600 hours on the next day if Notice of Readiness is tendered after noon but during office hours;

or

(B) where SHEX terms apply, 1300 hours if Notice of Readiness is tendered up to and including noon on a working day, and 0600 hours on the next working day if Notice of Readiness is tendered after noon, or, if Notice of Readiness is tendered on a non-working day, 1300 hours on the next working day.

(e) Notice of Readiness:

(i) At each port or place of loading or discharge, Notice of Readiness shall be tendered in writing to the party identified in Box 18 and Box 19 respectively, provided that if such recipient is not clearly and fully identified, and the Charterers have given no clear and timely written instruction, Notice of Readiness may be tendered to the Charterers regardless of time zone.

(ii) In the event that at any port or place of loading or discharge more than one Notice of Readiness is tendered, each such Notice of Readiness shall be deemed to have been tendered without prejudice to any such preceding or subsequent Notice of Readiness.

(iii) If the loading or discharging berth is not available and accessible on the Vessel's arrival at or off the port or place in question, the Vessel shall be entitled to tender Notice of Readiness from any recognised waiting place or from such waiting place as may be ordered by any relevant authority, whether in free pratique or not, whether customs cleared or not, and such Notice of Readiness shall be valid. Laytime and time on demurrage shall then count as if the Vessel were in berth and in all respects ready for loading or discharging,

but time used in actually moving from such waiting place to the loading or discharging berth shall not count as laytime or time on demurrage.

(iv) Any delay waiting for the tide shall be for the account of the Owners, unless such delay would not have occurred but for the failure of the Charterers to provide an available berth on arrival, in which case such delay shall count as laytime or time on demurrage.

- (f) Hold inspection: If, after the commencement of laytime, the Vessel's holds are inspected at the first or sole port of loading and held not to be ready in all respects to load, time actually lost after such failed inspection until the Vessel is held ready to load shall not count as laytime or time on demurrage, always provided that such inspection shall have been carried out impartially and in good faith. If the Vessel is not ready in all respects to load within ninety-six (96) running hours (or as otherwise stated in Box 20) from such failure or by midnight on the cancelling date, whichever is the later, and the Vessel remains cargo-free, the Charterers shall have the option of cancelling this Charter Party. Such option must be promptly declared in writing. If the Charterers exercise their right of cancellation under this subclause, they shall compensate the Owners at the demurrage rate for any time spent waiting for the berth.
- (g) Completion of Cargo Operations: Laytime or demurrage shall run continuously until all stevedores' equipment has been removed from the Vessel. Where a draught survey is required by the Charterers or cargo interests for the verification of the quantity of cargo loaded or discharged, such survey shall be deemed to be an integral part of the loading or discharging operation, with time continuing to count until its completion.
- (h) Shifting: In the event that the Vessel is required to load or discharge at a second or subsequent berth within the same port, or to shift out of and back to the same berth, other than for Owners' purposes, shifting time between the berths shall count as laytime or time on demurrage and any related tug and pilot expenses shall be for the account of the Charterers.
- (i) Environmental: Any delay in loading or discharging arising out of environmental or public health concerns relating to the cargo shall count as laytime or time on demurrage, and all related expenses, including measures for dust suppression, shall be for the account of the Charterers.
- (j) Short-loading: Where laytime is to be calculated on the basis of the quantity of cargo shipped and the Charterers have paid full freight in respect of any short-shipment, the laytime shall be based on the bill of lading quantity plus the quantity of such short-shipment.
- (k) If a berth, mooring, anchorage or other location at which the Vessel is directed to load, discharge or lay by is such that the Owners may have to incur additional costs to ensure the continuing safety of the Vessel, including temporarily shifting away or hiring standby tugs, pilots or other external assistance, any such additional costs shall be for the account of the Charterers. This provision shall not affect the computation of laytime.

## **7. Demurrage and Despatch**

- (a) Demurrage shall be payable by the Charterers at the rate stated in Box 21. Except as provided otherwise, demurrage shall accrue continuously and without interruption save where, and then only to the extent that, time is actually lost to the Charterers by the Vessel not being available to perform the service immediately required. Accrued demurrage shall fall due for payment every seven (7) days.
- (b) Failing punctual payment of such accrued demurrage, the Owners may give the Charterers ninety-six (96) running hours' notice in writing to rectify the omission. If payment is not received in full by the Owners within such notice period, and the Vessel is in or at the loading port, the Owners shall be entitled at any time while such payment is outstanding to terminate this Charter Party and to recover from the Charterers any resulting losses and costs of recovery, including legal costs.

- (c) The Owners shall pay despatch at half the demurrage rate stated in Box 21 on all laytime saved.

**8. Lien**

- (a) The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party and all costs of recovering same, including legal costs.
- (b) Without prejudice to subclause (a) above, if upon the Vessel's arrival at or off a port or place of discharge any freight then due and payable has not been received by the Owners, the Owners shall be entitled to hold the Vessel at a safe place outside or inside territorial waters until such payment has been received in full, and any resulting loss of time shall be compensated by the Charterers at the demurrage rate stated in Box 21. The Charterers shall reimburse the Owners for the cost of any deviation insurance, and shall indemnify the Owners against any claim raised by any third party (including the costs of defending the same), and promptly provide appropriate security or substitute security to obtain the Vessel's unimpeded departure in the event of its actual or threatened arrest or detention.

**9. Cancelling**

- (a) Subject to subclause (b) below, should the Vessel not have tendered Notice of Readiness at the first or sole port of loading by midnight on the cancelling date stated in Box 22, the Charterers shall have the option of cancelling this Charter Party, such right to be exercised within twelve (12) running hours after the tendering of Notice of Readiness. Such right of cancellation shall be without prejudice to any other rights which the Charterers may have.
- (b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not arrive at the first or sole port or place of loading by the cancelling date, they shall notify the Charterers thereof without delay, stating the expected date of the Vessel's arrival and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. Such option must be declared by the Charterers within forty-eight (48) running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the seventh (7<sup>th</sup>) day after the new arrival date stated in the Owners' notification to the Charterers shall become the new cancelling date. The provisions of this subclause (b) shall operate only once, and if the Vessel shall not have tendered Notice of Readiness by midnight on such new cancelling date, the Charterers shall have the option of cancelling this Charter Party as provided in subclause (a) above.

**10. Contracts of Carriage/Responsibility for Cargo**

- (a) Bills of lading or waybills shall be presented to and signed by the Master in accordance with the Mate's Receipt(s), all without prejudice to this Charter Party, and shall be in terms no less favourable to the carrier than CONGENBILL 2016 or GENWAYBILL 2016 (including but not limited to the Clause Paramount), provided that approval by the Owners or the Master of the terms or contents of any draft bills of lading or waybills or the signature of any bills of lading or waybills as presented shall not constitute any variation or waiver of the Owners' rights hereunder.

The Charterers shall be responsible for the acts or omissions of the shippers under or in relation to bills of lading or waybills and shall indemnify the Owners against all consequences or liabilities that may arise from the signing or issuing of bills of lading or waybills as presented to the extent that the terms or contents of such bills of lading or waybills impose or result in the imposition upon the carrier thereunder and/or the Owners of any liability or responsibility more onerous than assumed by the Owners under this Charter Party.

- (b) Where this Charter Party is, or is deemed to be, the contract of carriage, the immunities, defences and rights (including any right of limitation and time bar) available to the Owners in relation to loss of or damage or delay to cargo shall be no less than if the contract of carriage for such cargo were a bill of lading properly



issued under subclause (a) above, including but not limited to its Clause Paramount.

**11. BIMCO Electronic Bills of Lading Clause 2014**

- (a) At the Charterers' option, bills of lading, waybills and delivery orders referred to in this Charter Party shall be issued, signed and transmitted in electronic form with the same effect as their paper equivalent.
- (b) For the purpose of subclause (a) the Owners shall subscribe to and use Electronic (Paperless) Trading Systems as directed by the Charterers, provided such systems are approved by the International Group of P&I Clubs. Any fees incurred in subscribing to or for using such systems shall be for the Charterers' account.
- (c) The Charterers agree to hold the Owners harmless in respect of any additional liability arising from the use of the systems referred to in subclause (b), to the extent that such liability does not arise from the Owners' negligence.

**12. Prevention of Performance**

- (a) If the provision, shipment, loading or discharge of the cargo is prevented by a cause (other than congestion of port or berth) that is beyond the control of the Charterers or their agents (including shippers and receivers), and such prevention has lasted, or is reasonably expected to last, for more than ten (10) running days, the Charterers shall be entitled to issue an irrevocable formal notice under this Clause. Such notice shall be in writing and shall expressly refer to this Clause and set out in detail the justification for its issue.
- (b) If such notice is issued:
  - (i) before commencement of loading at the first or sole port of loading, the Charterers shall have the option of cancelling this Charter Party. The Charterers shall promptly make a lump sum payment to the Owners of one quarter ( $\frac{1}{4}$ ) of the freight which would otherwise be payable on the minimum quantity of cargo to be shipped; or
  - (ii) after such commencement, but before completion of loading, the Charterers shall be entitled to require the Vessel to proceed, and the Vessel shall proceed, directly to the next port under this Charter Party, and the Charterers will pay freight on the basis of the minimum quantity of cargo to be shipped under this Charter Party or of the quantity actually loaded, whichever is the greater, and, where appropriate, subclause 6(j) shall apply. The Charterers shall arrange, at their risk, responsibility and expense, for any re-stowing and/or trimming or securing required to enable the Vessel to proceed in safety and time shall continue to count for any related delay; or
  - (iii) after the Vessel's departure on the laden voyage, the Charterers shall be entitled to nominate an alternative safe port of discharge. The Charterers shall indemnify the Owners in respect of any net increase in the voyage costs incurred as a result of such nomination, including deviation insurance premiums and additional bunkers, and shall compensate the Owners for any resulting increase in the time to complete the voyage at the demurrage rate stated in Box 21. If laytime has commenced at the original discharge port(s) before such nomination is received, it shall resume upon the Vessel's arrival at or off the alternative port of discharge.
- (c) The Charterers shall indemnify the Owners against any third-party claims arising out of or in connection with anything done or not done under this clause.
- (d) In the event of dispute regarding the validity of any notice issued by the Charterers under subclause (a) above, the Charterers shall be estopped from relying on any justification for cancellation or alternative performance of this Charter Party other than the contents of such irrevocable notice, but will be entitled to appropriate credit for any sums paid under this Clause. No payment made under this Clause shall be construed as a penalty.

- (e) Nothing contained in this Clause shall prejudice the rights of either party with regard to frustration of this Charter Party.

**13. Classification and Insurance**

The Owners shall ensure that:

- (a) the Vessel's classification is as stated in Box 5; and
  - (b) the Vessel is insured for third party liabilities with the P&I Club or liability underwriter stated in Box 5;
- and that it will be so maintained throughout the term of this charter.

**14. Liberty and Deviation**

The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to deviate for the purpose of saving life or property and generally for any other reasonable purpose, including calling at any place for bunkers, taking on spares, stores or supplies, repairs to the Vessel necessary for the safe continuation of the voyage, crew changes, landing of stowaways, medical emergencies and ballast water exchange, and the Owners shall not be liable for any loss or damage (including delay) arising or resulting therefrom.

**15. Substitution**

With the prior consent of the Charterers, which shall not be unreasonably withheld, the Owners shall be entitled to nominate and provide a substitute vessel of materially similar characteristics within the laydays/cancelling spread stated in Box 22, provided that the Owners shall always remain responsible for the due performance of this Charter Party. The substitute vessel shall become the Vessel for the purposes of this Charter Party.

**16. Sub-let and Assignment**

With the prior consent of the Owners, which shall not be unreasonably withheld, the Charterers shall be entitled to sub-let or assign this Charter Party to any individual or company, provided that the Charterers shall always remain responsible for the due performance of this Charter Party.

**17. Taxes and Dues**

- (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. Agency**

- (a) Unless stated otherwise in Box 24, the Vessel will be consigned to agents to be nominated by the Charterers and appointed and paid by the Owners at the ports or places of loading and discharge, provided that in any and all matters relating to or arising out of or in connection with the cargo and its loading, discharge and delivery (including the preparation and presentation of bills of lading or waybills) such agents shall be deemed to be the agents of the Charterers.

- (b) Always subject to the terms of this Charter Party, the parties shall each be responsible for the act, neglect or default of their respective servants, agents and sub-contractors. Shippers and receivers shall be deemed to be the agents of the Charterers in the performance of any function which is the responsibility of the Charterers under this Charter Party.

**19. Limitation of Liability**

- (a) Nothing contained in, or done or not done, under this Charter Party shall constitute a surrender or waiver of any right of limitation which might otherwise be available as a matter of law to the Vessel, its registered or disponent owners, or the Owners.
- (b) The Charterers shall ensure that the terms and conditions of access and use at any berth (unless clearly identified under this Charter Party) shall have no such effect and shall indemnify the Owners against any loss, damage or liability arising or resulting from failure to do so.

**20. Protective Clauses**

The New Jason Clause, Both-to-Blame Collision Clause and International Group of P&I Clubs/BIMCO Himalaya Clause for bills of lading and other contracts 2014 as contained in CONGENBILL 2016 shall be deemed incorporated and form part of this Charter Party.

**21. General Average**

General Average shall be adjusted, stated and settled in London, unless otherwise stated in Box 26, according to York-Antwerp Rules 2016.

**22. BIMCO Ice Clause for Voyage Charter Parties 2005**

The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow icebreakers.

- (a) Port of Loading:

- (i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.

If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the contract were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.

- (ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.

(b) Port of Discharge:

(i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.

If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.

(ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.

(iii) On delivery of the cargo other than at the port(s) named in the contract, all conditions of the bills of lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.

**23. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005**

(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.

(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.

(ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.

(c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:

(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.

- (d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.
- (e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

**24. BIMCO Sanctions Clause for Voyage Charter Parties 2020**

- (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) Owners warrant that at the date of this Charter Party and throughout its duration they, the registered owners, bareboat charterers, intermediate disponent owners, managers, the Vessel and any substitute are not a Sanctioned Party.
- (c) Charterers warrant that at the date of this Charter Party and throughout its duration they and any subcharterers, shippers, receivers and cargo interests are not a Sanctioned Party.
- (d) If at any time either party is in breach of subclause (b) or (c) above then the party not in breach may terminate and/or claim damages resulting from the breach.
- (e) If performance of this Charter Party involves a Sanctioned Party or a Sanctioned Activity, without prejudice to any other rights that may be available in subclause (d) above:
- (i) if loading has not commenced, Owners may cancel this Charter Party; or
- (ii) if the voyage or the loading has commenced, Owners may refuse to proceed and discharge any cargo already loaded at any safe port or place of their choice (including the port or place of loading) in complete fulfilment of this Charter Party,
- provided always that if this Charter Party provides that loading and/or discharging is to take place within a range of ports or places that do not involve a Sanctioned Party or a Sanctioned Activity, Owners must first request Charterers to nominate an alternative port or place and may cancel the Charter Party or refuse to proceed on the voyage only if such nomination is not made within forty-eight (48) hours after the request.
- (f) If in compliance with subclause (e) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of this Charter Party.

- (g) Charterers shall indemnify 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 Owners by reason of Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with subclause (e) above.
- (h) 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 Charter Party.

**25. BIMCO War Risks Clause for Voyage Chartering (VOYWAR 2013)**

- (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 actual, threatened or reported:

- War, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "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 or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.

- (b) 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 the Vessel, 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 the Vessel, 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, cargo, crew, or other persons on board the Vessel may 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.
  - (c) The Owners shall not be required to continue to load cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing contracts of carriage 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, cargo, crew or other persons on board the Vessel may 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.
  - (d) 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, cargo, crew or other persons on board the Vessel may

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.

- (e) (i) The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefor shall be for their account.
- (ii) If, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall further reimburse the Owners for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Owners shall leave the area or areas as soon as possible after completion of discharge.
- (iii) All payments arising under this Sub-clause (e) shall be settled within fifteen (15) days of receipt of Owners' supported invoices.
- (f) The Vessel shall have liberty:
- (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 of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, 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;
- (iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;
- (v) to call at any alternative 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, detention or similar measures;
- (vi) 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.
- (g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of Sub-clauses (b) to (f) which are made under any bills of lading, waybills or other documents evidencing contracts of carriage.
- (h) When acting in accordance with any of the provisions of Sub-clauses (b) to (f) 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.

**26. BIMCO Piracy Clause for Single Voyage Charter Parties 2013**

- (a) If, after entering into this Charter Party, in the reasonable judgement of the Master and/or the Owners, any port, place, area or zone, or any waterway or canal (hereinafter "Area") on any part of the route which is normally and customarily used on a voyage of the nature contracted for becomes dangerous, or the level of danger increases, to the Vessel, cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"), the Owners shall be entitled to take a reasonable alternative route to the discharging port and, if they so decide, immediately give notice to the Charterers that such route will be taken. Should the Vessel be within any such place as aforesaid which only becomes dangerous, after entry, it shall be at liberty to leave it.
- (b) In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:
- (i) to take reasonable preventative measures to protect the Vessel, crew and cargo including but not limited to re-routing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Vessel (including embarkation/disembarkation);
  - (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
  - (iii) to comply with all orders, directions, recommendations or advice 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, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and
  - (iv) to comply with the terms of any resolution of the Security Council of the United Nations, 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.
- (c) This Clause shall be incorporated into any bills of lading, waybills or other documents evidencing contracts of carriage (hereinafter "Contracts of Carriage") issued pursuant to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master signing Contracts of Carriage as presented to the extent that the terms of such Contracts of Carriage impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Clause.
- (d) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail.

**27. Brokerage**

A brokerage commission at the rate(s) stated in Box 27 on the freight, deadfreight and demurrage received by the Owners under this Charter Party shall be paid by the Owners to the party/parties stated in Box 27.

**28. Notices**

- (a) In this Charter Party, the terms "in writing" and "written" shall apply to any form of written communication, including email.



- (b) Subject to subclause 6(d), any written notice delivered to the address stated in Box 28 or Box 29 as appropriate shall be valid.

**29. Law and Arbitration/Dispute Resolution**

Any dispute or difference arising out of or in connection with this Charter Party or any bills of lading or waybills or other documents of title or document containing or evidencing a contract of carriage issued hereunder shall be referred exclusively to arbitration in accordance with the BIMCO Law and Arbitration Clause 2020 as set out below at the place stated in Box 30 as the seat of the arbitration, to which the procedural law of that place shall apply, and neither party shall bring any proceedings otherwise against the other party or its servants, agents or sub-contractors save for purposes of obtaining security, compelling compliance with this Clause or enforcing an award:

**[NEW BIMCO Law and Arbitration Clause 2020 to be inserted here]**

**30. Original Charter Party**

- (a) Upon demand, each party shall promptly provide to the other a duly executed original of this Charter Party with each page initialled by the signatory/signatories thereto.
- (b) In the event of inconsistency or conflict between this Charter Party and the recapitulation of fixture, the recapitulation shall to that extent take precedence in the absence of written agreement (other than this Charter Party) to the contrary.