

Ship Brokers Choose an item. N/A		1. Place and Date of Charter As per Activation Notice Type here	
2. Owners/Disponent Owners/Place of business (State full name, address, telex and fax. no.) [To be included] Type here		3. Charterers/Place of business (State full name, address, telex and fax. no.) The Norwegian Defence Logistics Organisation, on behalf of the Ministry of Defence ("MoD") with its Subordinate Agencies (as defined in the Contract) Type here	
4. Vessel's Name [To be included]		5. Vessel's Description As per Contract, see Annex A1 Flag: Type here Year Built: Type here Class: Type here M/tons Deadweight (Summer) Type here: GT/NT: Type here / Type here Grain/Bale Capacity: Type here/ Type here Speed capability in knots (about): Type here Consumption in m/tons at above speed (about): Type here (Speed and Consumption on Summer dwt in good weather, max. windspeed 4 Bft)	
6. Period of Charter (Cl. 1(a)) As per Activation Notice			
6(a) Margin on Final Period (Cl.1(a)) N/A			
7. Optional Period and Notice (Cl. 1(a)) N/A			
8. Delivery Port/Place or Range (Cl. 1(b)) As per Activation Notice Type here			
9. Earliest Delivery Date/Time (Cl. 1(c)) N/A	10. Cancellation Date/Time (Cl. 1(c) (d)) N/A		
11. Notices of Delivery (Cl. 1(e)) N/A - As per Contract	12. Intended First Cargo (Cl.1 (f)) N/A		
13. Trading Limits and Excluded Countries (Cl. 2(a)) As per Activation Notice			
14. Excepted Countries (Cl. 2(b)) N/A – As per Contract / Activation Notice			
15. Excluded Cargoes (Cl. 3(b)) As per Contract			
16. Hazardous Cargo Limit (Cl. 3(c)) As per Contract	17. Redelivery Port/Place or Range (Cl. 4(a)) As per Activation Notice		18. Notices of Redelivery (Cl. 4(c)) As per Activation Notice
19. Fuel Quantity on Delivery (Cl. 6(a)) TBA	20. Fuel Quantity on Redelivery (Cl. 6(a)) No minimum requirement	21. Fuel Price on Delivery (Cl. 6(c)) As per last bunker invoice	22. Fuel Price on Redelivery (Cl. 6(c)) As per last bunker invoice
23. Fuel Specifications (Cl. 6(d)) As per Contract – See Vessel technical specification ref. Annex A1			
24. Hire (Cl. 8(a)) As per Contract, see Annex B	25. Owners' Bank Account (Cl. 8(b)) Owner to advice		
26. Grace Period (Cl. 8(c)) N/A	27. Max. Period for Requisition(Cl. 9(c)) N/A	28. General Average Adjustment (Cl. 14(b)) N/A	

29. Supercargo (Cl. 15(f)) <u>N/A</u>	30. Victualling (Cl. 15(g)) <u>N/A</u>	31. Representation (Cl. 15(h)) <u>N/A</u>	32. Hold Cleaning by Crew (Cl. 15(m)) <u>N/A</u>
33. Lumpsum for Hold Cleaning on Redelivery (Cl. 15(m)) <u>N/A</u>	34. Vessel's Insured Value (Cl. 20(a)) <u>Owner to advise</u>		
35. Law and Arbitration (state Cl. 22(a), 22(b) or 22(c) of Cl. 22 as agreed; if 22(c) agreed, place of arbitration must be stated (Cl. 22)) <u>(c) N/A – As per Contract Article 18</u>	36. Commission and to whom payable (Cl. 23) <u>N/A</u>		
37. Additional Clauses <u>Clause 37.1 – 37.21</u>			

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

Signature (Owners) Type here	Signature (Charterers) Type here
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It is agreed on the date shown in Box 1 between the party named in Box 2 as Owners/Disponent Owners (hereinafter called "the Owners") of the Vessel named in Box 4, of the description stated in Box 5 and the party named in Box 3 as Charterers as follows:

1. Period and Delivery

- (a) Period - In consideration of the hire stated in Box 24 the Owners let and the Charterers hire the Vessel for the period/trip(s) stated in Box 6.

~~The charterer may extent the charter period by issuing a new Activation Notice under the Contract. The Charterers shall have the option to extend the Charter Party by the period(s)/ trip(s) stated in Box 7 which option shall be exercised by giving written notice to the Owners on or before the date(s) stated in Box 7.~~

~~Unless otherwise agreed, the Charterers shall have the option to increase or to reduce the final period of the Charter Party by up to the number of days stated in Box 6(a), which shall be applied only to the period finally declared.~~

- (b) Delivery Place - The Owners shall deliver the Vessel to the Charterers at the port or place stated in Box 8 or a port or place within the range stated in Box 8.

- (c) Delivery Time - Delivery shall take place no ~~earlier than the date/time stated in Box 9 and~~ no later than the date/time stated in Article 5 of the Contract and the Activation Notice ~~Box 10~~. Delivery shall be effected at any time day or night, Saturdays, Sundays and holidays included.

- (d) ~~Article 12 of the Contract shall apply to any delay in delivery. Cancellation—Should the Vessel not be delivered by the date/time stated in Box 10 the Charterers shall have the option to cancel the Charter Party without prejudice to any claims the Charterers may otherwise have on the Owners under the Charter Party. If the Owners anticipate that, despite their exercise of due diligence, the Vessel will not be ready for delivery by the date/time stated in Box 10, they may notify the Charterers in writing, stating the anticipated new date of readiness for delivery, proposing a new cancelling date/time and requiring the Charterers to declare whether they will cancel or will take delivery of the Vessel. Should the Charterers elect not to cancel or should they fail to reply within two (2) working days (as applying at the Charterers' place of business) of receipt of such notification, then unless otherwise agreed, the proposed new cancelling date/time will replace the date/time stated in Box 10. This provision shall operate only once and should the Vessel not be ready for delivery at the new cancelling date/time the Charterers shall have the option of cancelling this Charter Party.~~

- (e) Notice(s) - The Owners shall ~~keep~~give the Charterers ~~continously updated onnot less than the number of days' notice stated in Box 11 of~~ the date/time on which the Vessel is expected to be delivered and shall keep the Charterers closely advised of possible changes in the Vessel's expected date/time of delivery. The Owners shall give the Charterers and/or their local agents notice of delivery when the Vessel is in a position to come on hire.

- (f) Vessel's Condition - On arrival at the place of delivery as stated in the Activation Notice ~~first port or place of loading~~ the Vessel's holds shall be clean and in all respects ready to receive the intended cargo ~~identified in Box 12~~, failing which the Vessel shall be off-hire from the time of rejection until she is deemed ready. The provisions of Article 12 of the Contract apply accordingly.

- (g) Charterers' Acceptance - Acceptance of delivery of the Vessel by the Charterers shall not prejudice their rights against the Owners under this Charter Party or under the Contract.

2. Trading Areas

- (a) Trading Limits - The Vessel shall be employed ~~in lawful trades within Institute Warranty Limits (IWL) and within the trading limits as agreed in the Contract. See also Rider Clause 37.2, stated in Box 13 between safe ports or safe places where she can safely enter, lie always afloat, and depart.~~

- (b) ~~Excepted Countries—The Owners warrant that at the time of delivery the Vessel will not have traded to any of the countries listed in Box 14.~~

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- (c) ~~Ice—The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights, lightships, markers or buoys have been or are about to be withdrawn by reason of ice, nor where on account of ice there is risk that, in the ordinary course of events, the Vessel will not be able safely to enter and remain in the port or area or to depart after completion of loading or discharging.~~

~~The Vessel shall not be obliged to force ice but, subject to the Owners' prior approval, may follow ice-breakers when reasonably required, with due regard to her size, construction and class. If, on account of ice, the Master considers it dangerous to remain at the port or place of loading or discharging for fear of the Vessel being frozen in and/or damaged he shall be at liberty to sail to any convenient place and there await the Charterers' new instructions.~~

3. Cargo - Restrictions and Exclusions

As per Contract provisions and Rider Clause 37.3

- (a) ~~Lawful Cargoes—The Vessel shall be employed in carrying lawful cargo. Cargo of a hazardous, injurious, or noxious nature or IMO classified cargo shall not be carried without the Owners' prior consent in which case it shall be carried only in accordance with the provisions of subclause (c) of this Clause.~~
- (b) ~~Excluded Cargoes—Without prejudice to the generality of the foregoing, the following cargoes shall be excluded: livestock, arms, ammunition, explosives, nuclear and radioactive material other than radio isotopes as described in subclause (d) of this clause and any other cargoes enumerated in Box 15.~~
- (c) ~~Hazardous Cargoes—If the Owners agree that the Charterers may carry hazardous, injurious, noxious or IMO classified cargo, the amount of such cargo shall be limited to the quantity indicated in Box 16 and the Charterers shall provide the Master with evidence that the cargo has been packed, labelled and documented and shall be loaded and stowed in accordance with IMO regulations, any mandatory local requirements and regulations and/or recommendations of the competent authorities of the country of the Vessel's registry. Failure to observe the foregoing shall entitle the Master to refuse such cargo or, if already loaded, to discharge it in the Charterers' time and at their risk and expense.~~
- (d) ~~Radioactive Cargoes—Radioisotopes, used or intended to be used for industrial, commercial, agricultural, medical or scientific purposes, may be carried subject to prior consent by the Owners and the Master, provided that they are not of such a category as to invalidate the Vessel's P & I cover.~~
- (e) ~~Containers—If cargo is carried in ISO containers such containers shall comply with the International Convention for Safe Containers.~~
- (f) ~~Deck Cargo—Subject to the Master's prior approval, which shall not be unreasonably withheld, cargo may be carried on deck in accordance with the provisions of Clauses 17(c) and 18.~~

4. Redelivery

- (a) Redelivery Place - The Charterers shall redeliver the Vessel to the Owners at the port or place stated in the Activation Notice, Box 17 ~~or a port or place within the range stated in Box 17, in the same order and condition as when the Vessel was delivered, fair wear and tear excepted.~~
- (b) Acceptance of Redelivery - Acceptance of redelivery of the Vessel by the Owners shall not prejudice their rights against the Charterers under this Charter Party.
- (c) Notice - The Charterers shall give the Owners reasonable prior ~~not less than the number of days'~~ notice stated in Box 18 indicating the port or place of redelivery and the expected date on which the Vessel is to be ready for redelivery.
- (d) ~~Last Voyage—The Charterers warrant that they will not order the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the period agreed and declared as per Clause 1(a). If, nevertheless, such an order is given, the Owners shall have the option: (i) to refuse the order and require a substitute order allowing timely redelivery; or (ii) to perform the order without prejudice to their rights to claim damages for breach of charter in case of late~~

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~~redelivery. In any event, for the number of days by which the period agreed and declared as per Clause 1(a) is exceeded, the Charterers shall pay the market rate if this is higher than the rate stated in Box 24.~~

5. On/Off-hire Surveys

Joint on-hire and off-hire surveys shall be conducted jointly by the Partier or by mutually acceptable surveyors at ports or places to be agreed. The on-hire survey shall be conducted without loss of time to the Charterers, whereas the off-hire survey shall be conducted in the Charterers' time. Survey fees and expenses shall be shared equally between the Owners and the Charterers.

Both surveys shall cover the condition of the Vessel and her equipment as well as quantities of fuels remaining on board. The Owners shall instruct the Master to co-operate with the surveyors in conducting such surveys.

6. Bunkers

- (a) Quantity at Delivery/Redelivery - The Vessel shall be delivered with about the quantity of fuels stated in Box 19 and, unless indicated to the contrary in Box 20, the Vessel shall be redelivered with about the same quantity, provided that the quantity of fuels at redelivery is at least sufficient to allow the Vessel to safely reach the nearest port at which fuels of the required type or better are available.
- (b) Bunkering prior to Delivery and Redelivery - Provided that it can be accomplished at scheduled ports, without hindrance to the operation of the Vessel, and by prior arrangement between the parties, the Owners shall allow the Charterers to bunker for the account of the Charterers prior to delivery and the Charterers shall allow the Owners to bunker for the account of the Owners prior to redelivery.
- (c) Purchase Price - The Charterers shall purchase the fuels on board at delivery at the price stated in Box 21 and the Owners shall purchase the fuels on board at redelivery at the price stated in Box 22. The value of the fuel on delivery shall be paid together with the first instalment of hire.
- (d) Bunkering - The Charterers shall supply fuel of the specifications and grades stated in Box 23. The fuels shall be of a stable and homogeneous nature and unless otherwise agreed in writing, shall comply with ISO standard 8217:1996 or any subsequent amendments thereof as well as with the relevant provisions of Marpol.

The Chief Engineer shall co-operate with the Charterers' bunkering agents and fuel suppliers and comply with their requirements during bunkering, including but not limited to checking, verifying and acknowledging sampling, readings or soundings, meters etc. before, during and/or after delivery of fuels. During delivery four representative samples of all fuels shall be taken at a point as close as possible to the Vessel's bunker manifold. The samples shall be labelled and sealed and signed by suppliers, Chief Engineer and the Charterers or their agents. Two samples shall be retained by the suppliers and one each by the Vessel and the Charterers.

If any claim should arise in respect of the quality or specification or grades of the fuels supplied, the samples of the fuels retained as aforesaid shall be analysed by a qualified and independent laboratory.

- (e) Liability - The Charterers shall be liable for any loss or damage to the Owners caused by the supply of unsuitable fuels or fuels which do not comply with the specifications and grades set out in Box 23 and the Owners shall not be held liable for any reduction in the Vessel's speed performance and/or increased bunker consumption nor for any time lost and any other consequences arising as a result of such supply.

7. Vessel's Gear and Equipment See also Rider Clause 37.4

- (a) Regulations - The Vessel's cargo gear, if any, and any other related equipment shall comply with the law and national regulations of the countries to which the Vessel may be employed and the Owners shall ensure that the Vessel is at all times in possession of valid certificates to establish compliance with such regulations. If stevedores are not permitted to work due to failure of the Master and/or the Owners to comply with the aforementioned regulations or because the Vessel is not in possession of such valid certificates, then the Charterers may suspend hire for the time lost thereby and the Owners shall pay all expenses incurred incidental to and resulting from such failure (see Clause 11(d)).
- (b) Breakdown of Vessel's Gear - All cargo handling gear, including derricks/cranes/ winches if any, shall be kept in

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good working order and the Owners shall exercise due diligence in maintaining such gear. Subject to Article 12 of the Contract, in the event of loss of time due to a breakdown of derrick(s), crane(s) or winch(es) for any period by reason of disablement or insufficient power, the hire shall be reduced for the actual time lost thereby during loading/discharging unless the lost time is caused by negligence of the Charterers or their servants. If the Charterers continue working by using shore-crane(s) the Owners shall pay the cost of shore craneage, to an amount not exceeding the amount of hire payable to the Owners for such period.

- (c) Suez and Panama Canal - During the currency of this Charter Party the Vessel shall be equipped with all necessary fittings in good working order for Suez and Panama Canal transit .
- (d) Lighting - The Owners shall ensure that the Vessel will supply, free of expense to the Charterers, sufficient lighting on deck and in holds to permit 24 hour working.

8. Hire See also Rider Clauses 37.5 and 37.6

- (a) Rate - The Charterers shall pay the agreed Hire as per Contract hire per day or pro rata for any part of a day from the time the Vessel is delivered to the Charterers until her redelivery to the Owners, ~~in the currency and at the rate stated in Box 24. In the event that additional hire is payable in accordance with Clause 9(d) such hire shall be based on the rate applicable at the time of redelivery.~~ All calculation of ~~h~~Hire shall be made by reference to UTC (Universal Time Coordinated).
- (b) Payment - Subject to subclause (d) payment of ~~h~~Hire shall be made in advance in full, without discount every 15 days to the Owners' bank account designated in Box 25 ~~or to such other account as the Owners may from time to time designate in writing,~~ in funds available to the Owners on the due date.
- (c) Default - In default of punctual and regular payment of ~~h~~Hire the Owners shall not have the right to withdraw the Vessel ~~without prejudice to any other claim the Owners may have against the Charterers under this Charter Party.~~

Where there is a failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners rights and obligations shall be as set out in the Contract, and shall be limited to claim for damages/compensation. ~~shall give the Charterers written notice of the number of clear banking days stated in Box 26 (as recognized at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 26 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel without further notice and without prejudice to any other claim they may have against the Charterers.~~

~~Further, at any time after the period stated in Box 26, as long as hire remains unpaid, the Owners shall, without prejudice to their right to withdraw, be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof in respect of which the Charterers hereby agree to indemnify the Owners. Notwithstanding the provisions of Clause 9(a)(ii), hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Charterers' account.~~

- (d) Deductions - On production of supporting vouchers the Charterers shall be entitled to deduct from the next hire due any expenditure incurred on behalf of the Owners which is for the Owners' account under this Charter Party. If such expenditure is incurred in a currency other than that in which hire is payable, conversion into such currency for the purpose of deduction shall be effected at the rate of exchange prevailing on the date the expenditure was incurred.
- (e) Redelivery Adjustment - Should the Vessel be on her voyage towards the port or place of redelivery at the time payment of hire becomes due, said payment shall be made for the estimated time necessary to complete the voyage, less the estimated value of the fuels remaining on board at redelivery. When the Vessel is redelivered to the Owners any difference shall be refunded to or paid by the Charterers as appropriate, but not later than thirty days after redelivery of the Vessel.

9. Off-hire See Rider Clause 37.7

~~_After delivery in accordance with Clause 1 hereof the Vessel shall remain on hire until redelivered in accordance with Clause 4, except for the following periods:~~

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~~(a) — Inability to Perform Services~~

~~If the Vessel is unable to comply with the instructions of the Charterers on account of:—~~

~~(i) any damage, defect, breakdown, deficiency of, or accident to the Vessel's hull, machinery, equipment or repairs or maintenance thereto, including drydocking, excepting those occasions where Clauses 7(b) and 16(b) apply;~~

~~(ii) any deficiency of the Master, Officers and/or Crew, including the failure or refusal or inability of the Master, Officers and/or Crew to perform services when required;—~~

~~(iii) Arrest of the Vessel at the suit of a claimant except where the arrest is caused by, or arises from any act or omission of the Charterers, their servants, agents or sub-contractors;~~

~~(iv) the terms of employment of the Master, Officers and/or Crew;—~~

~~then the Vessel will be off hire for the time thereby lost.~~

~~(b) — Deviation — In the event of the Vessel deviating (which expression includes putting back, or putting into any port or place other than that to which she is bound under the instructions of the Charterers) for reasons other than to save life or property the Vessel shall be off hire from the commencement of such deviation until the time when the Vessel is again ready to resume her service from a position not less favourable to the Charterers than that at which the deviation commenced, provided always that due allowance shall be given for any distance made good towards the Vessel's destination and any bunkers saved. However, should the Vessel alter course to avoid bad weather or be driven into port or anchorage by stress of weather, the Vessel shall remain on hire and all costs thereby incurred shall be for the Charterers' account.~~

~~(c) — Requisitions — Should the Vessel be requisitioned by any government or governmental authority during the period of this Charter Party, the Owners shall immediately notify the Charterers. The Vessel shall be off hire during the period of such requisition and any hire or compensation paid by any government or governmental authority in respect of such requisition shall be paid to the Owners. However, if the period of requisition exceeds the number of days stated in Box 27, either party shall have the option of cancelling the balance period of the Charter Party, by giving 14 days' notice of cancellation to the other.~~

~~(d) — Addition to Charter Period — Any time during which the Vessel is off hire under this Charter Party may be added, at the option of the Charterers, to the charter period as determined in accordance with Clause 1(a). Such option shall be declared in writing not less than one month before the expected date of redelivery, or latest one week after the event if such event occurs less than one month before the expected date of redelivery.~~

10. Loss of Vessel

This Charter Party shall terminate and hire shall cease at noon on the day the Vessel is lost or becomes a constructive total loss and if missing, at noon on the date when last heard of. Any hire paid in advance and not earned shall be returned to the Charterers and payment of any hire due shall be deferred until the Vessel is reported safe.

11. Owners' Obligations See Rider Clauses 37.8

Except as provided elsewhere in this Charter Party, the Owners shall deliver the Vessel in the Class indicated in Box 5 and in a thoroughly efficient state of hull and machinery and shall exercise due diligence to maintain the Vessel in such Class and in every way fit for the service throughout the period of the Charter Party.

Nothing contained in this Charter Party shall be construed as a demise of the Vessel to the Charterers and the Owners remain at all times responsible for her navigation and for the due performance of related services, including but not limited to pilotage and towage even if paid for by the Charterers.

Unless otherwise agreed, the Owners shall provide and pay for the costs of the following:

(a) Wages - Master's, Officers' and Crew's wages.

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- (b) Stores - All provisions, deck and engine-room stores, including lubricants.
- (c) Insurance of the Vessel: (See Clause 20).
- (d) Crew's assistance in:
- (i) preparing the Vessel's cranes, derricks, winches and/or cargo handling gear for use,
 - (ii) opening and closing any hatches (other than pontoon type hatches), ramps and other means of access to cargo,
 - (iii) docking, undocking and shifting operations in port,
 - (iv) bunkering,
 - (v) maintaining power during loading and discharging operations,
 - (vi) instructing crane drivers and winchmen in the use of the Vessel's gear,
- the above services will be rendered by the crew if required, provided port and local regulations permit; otherwise charges for such services shall be for the Charterers' account.
- (e) Documentation - Any documentation relating to the Vessel as required at the commencement of the Charter Party to permit the Vessel to trade within the limits provided in Box 13, including but not limited to international tonnage certificate, Suez and Panama tonnage certificates, certificate of registry, certificates relating to the strength, safety and/or serviceability of the Vessel's gear and certificates of financial responsibility for oil pollution as long as such oil pollution certificates can be obtained by the Owners in the market on ordinary commercial terms.
- Such documentation shall be maintained during the currency of the Charter Party as necessary.
- (f) Deratisation - A deratisation certificate at the commencement of the Charter Party and any renewal thereof throughout the Charter Party, except if certification is required as a result of the cargo carried or ports visited under this Charter Party in which case all expenses in connection therewith shall be for the account of the Charterers.
- (g) Smuggling - Any fines, taxes or imposts levied in the event of smuggling by the Master, Officers and/or Crew. The Vessel shall be off-hire for any time lost as a result thereof. See also Clause 13(f).

12. Master

The Master shall be conversant with the English language and, although appointed by the Owners, shall at all times during the currency of this Charter Party be under the orders and directions of the Charterers as regards employment, agency or other arrangements. The Master shall prosecute all voyages with due dispatch and supervise loading and discharging operations to ensure that the seaworthiness of the Vessel is not affected.

~~The Charterers recognise the principles stated in IMO Resolution A.443 (XI) as regards maritime safety and protection of the marine environment and shall not prevent the Master from taking any decision in this respect which in his professional judgement is necessary.~~

13. Charterers' Obligations

The Charterers shall keep and care for the cargo at loading and discharging ports, be responsible for the stevedoring operations enumerated under subclause 13(d), arrange any transshipment and properly deliver the cargo at destination.

The Charterers shall furnish the Master with full and timely instructions and unless otherwise agreed, they shall provide and pay for the costs of the following throughout the currency of this Charter Party:

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- (a) Voyage Expenses - All port charges (including compulsory charges for shore watchmen and garbage removal), light and canal dues, pilotage, towage, consular charges, and all other charges and expenses relating to the cargo and/or to the Vessel as a result of her employment hereunder, other than charges or expenses provided for in Clause 11.
- (b) Bunker Fuel (See Clause 6) - All fuels except for quantities consumed while the Vessel is off-hire.
- (c) Agency Costs - All agency fees for normal ship's husbandry at all ports or places of call.
- (d) ~~See Rider Clause 37.9 Stevedoring—All stevedoring operations during the currency of this Charter Party including receipt, loading, handling, stuffing containers, stowing, lashing, securing, unsecuring, unlashings, discharging, stripping containers, tallying and delivering of all cargo.~~
- (e) Advances to Master - Reasonable funds which, upon request by the Owners, are to be made available by Charterers' local agents to the Master for disbursements.

The Charterers may deduct such advance funds from ~~h~~Hire payments.

- (f) Contraband - Any fines, taxes or imposts levied in the event that contraband and/or unmanifested drugs and/or cargoes are found to have been shipped as part of the cargo and/or in containers on board. The Vessel shall remain on hire during any time lost as a result thereof. However, if it is established that the Master, Officers and/or Crew are involved in smuggling then any security required shall be provided by the Owners. See also Clause 11(g).

14. Owners' Requirements

- (a) ~~Any need for routine or emergency maintenance of the Vessel shall be subject to the provisions of the Contract and always agreed with Charterer. See also Rider Clause 37.10 Maintenance—Without prejudice to the provisions of Clause 9(a)(i), the Owners shall have the right to take the Vessel out of service at any time for emergency repairs, and by prior arrangement with the Charterers for routine maintenance, including drydocking.~~
- ~~(b) General Average—General Average shall be adjusted, stated and settled at the place shown in Box 28 according to the York-Antwerp Rules 1994 or any subsequent modification thereto by an adjuster appointed by the Owners. Charter hire shall not contribute to General Average.~~

~~General Average shall be adjusted in any currency at the sole option of the Owners. Exchange into the currency of adjustment shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of discharge of the Vessel for allowances, contributory values etc.—~~

~~The Charterers agree to co-operate with the Owners and their appointed adjuster by supplying manifest and other information and, where required, to endeavour to secure the assistance of the Charterers' local agents in the collection of security, at the Owners' expense.~~
- (c) Salvage - All salvage and assistance to other vessels shall be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the Charter Party for time lost in the salvage, damage to the Vessel and fuel consumed. The Charterers shall be bound by all measures taken by the Owners in order to secure payment of salvage and to settle its amount.
- (d) ~~See Rider Clause 37.11 Lien—The Charterers warrant that they will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. In no event shall the Charterers procure, nor permit to be procured, for the Vessel, any supplies, necessities or services without previously obtaining a statement signed by an authorised representative of the furnisher thereof, acknowledging that such supplies, necessities or services are being furnished on the credit of the Charterers and not on the credit of the Vessel or of the Owners and that the furnisher claims no maritime lien on the Vessel therefor.~~

~~The Owners shall have a lien on all shipped cargo before or after discharge and on all sub-freights and/or sub-hire including deadfreight and demurrage, for any amount due under this Charter Party including but not limited~~

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~~to unpaid charter hire, unreimbursed Charterers' expenses initially paid by the Owners, and contributions in general average properly due.~~

~~The Charterers shall ensure that such lien is incorporated in all documents containing or evidencing Contracts of Carriage issued by them or on their behalf.~~

15. Charterers' Requirements

(a) Plans - On concluding this Charter Party or as soon as practical thereafter the Owners shall provide the Charterers with copies of any operational plans or documents that the Charterers may reasonably request and which are necessary for the safe and efficient operation of the Vessel. All documents received by the Charterers shall be returned to the Owners on redelivery.

(b) ~~Flag and Funnel—If they so require, the Charterers shall, during the currency of this Charter Party, be allowed to fly their house flag and/or paint the funnel in the Charterers' colours. All alterations including re-instatement shall be effected in the Charterers' time and at their expense.~~

(c) Communications Facilities - The Owners shall permit the Charterers' use of the Vessel's communication facilities at cost.

(d) Logs - The Owners shall maintain full deck and engine room logs during the currency of this Charter Party and the Charterers shall have full access to all the Vessel's logs, rough and official, covering this period. The Owners undertake to produce all such documentation promptly upon written request of the Charterers and to allow them to make copies of relevant entries.

(e) Replacement of Master and Officers - If the Charterers shall have reason to be dissatisfied with the conduct of the Master or Officers, the Owners shall, on receiving particulars of the complaint in writing, investigate same and, if necessary, replace the offending party or parties at their expense. See also Article 10 of the Contract.

~~(f) Supercargo—The Owners shall provide and maintain a clean and adequate room for the Charterers' Supercargo if any, furnished to the same standard as officers' accommodation. The Supercargo shall be victualled with the Vessel's officers. The Charterers shall pay at the daily rate shown in Box 29 for his accommodation and victualling. The Supercargo shall be on board at the risk and expense of the Charterers and both Charterers and Supercargo shall sign the customary indemnity forms. See Rider Clause 37.12~~

~~(g) Victualling—The Owners shall, when requested and authorised in writing by the Charterers or their agents, victual other officials and servants of the Charterers at the rate per person per meal shown in Box 30.~~

~~(h) Representation—Expenses for representation incurred by the Master for the Charterers' account and benefit shall be settled by the Charterers' payment of the amount stated in Box 31, per month or pro rata. The Charterers shall indemnify the Owners against all consequences and/or liabilities including customs fines which may result from such representation.~~

~~(i) Sub-Letting—The Charterers shall have the right to sub-let all or part of the Vessel whilst remaining responsible to the Owners for the performance of this Charter Party.~~

(j) Inspections - The Charterers shall, upon giving reasonable notice, have the right to a superficial inspection of the Vessel in their time and the Master shall within reason co-operate with the Charterers to facilitate their inspection of the Vessel. The Charterers shall pay for any and all expenses associated with such inspection and the Owners shall be entitled to receive a copy of the report.

(k) Weather Routeing - The Charterers may supply the Master with weather routeing information during the currency of this Charter Party. In this event the Master, though not obliged to follow routeing information, shall comply with the reporting procedure of the Charterers' weather routeing service.

~~(l) Laying up—At the written request of the Charterers, the Owners shall at any time provide an estimate of any economies which may be possible in the event of laying up the Vessel. The Charterers shall then have the right to order the laying up of the Vessel at any time and for any period of time at a safe berth or safe place in their option, and in the event of such laying up the Owners shall promptly take reasonable steps to effect all the~~

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~~economies in operating costs. The laying up port or place and laid up arrangements shall be subject to approval by the Owners' insurers. Laying up preparation and reactivation cost, and all expenses incurred shall be for the Charterers' account. The Charterers shall give sufficient notice of their intention in this respect to enable the Owners to make necessary arrangements for decommissioning and recommissioning. The Owners must give prompt credit to the Charterers for all economies achieved.~~

~~(m) Cleaning The Charterers may request the Owners to direct the crew to sweep and/or wash and/or clean the holds between voyages and/or between cargoes against payment at the rate per hold stated in Box 32, provided the crew is able to undertake such work and is allowed to do so by local regulations. In connection with any such operation the Owners shall not be responsible if the Vessel's holds are not accepted or passed.~~

~~In lieu of cleaning the Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against the lump sum payment stated in Box 33 excluding the disposal of dunnage and/or waste, which shall be for Charterers' account.~~

16. Sundry Matters

(a) Stowaways

(i) The Charterers shall exercise due care and diligence in preventing stowaways from gaining access to the Vessel by means of secreting away in cargo or containers shipped by the Charterers.

(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the cargo and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable according to the provisions of the Contract ~~and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them.~~ Furthermore, all time lost ~~and all expenses whatsoever and howsoever incurred, including fines,~~ shall be for the Charterers' account and the Vessel shall remain on hire.

(iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to subclause (ii) above, the Charterers shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel.

(iv) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the cargo and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account.

(v) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the cargo and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that within a reasonable time, the Vessel is released and at their expense post bail or other security to obtain release of the Vessel.

(b) Stevedore Damage ~~— See Rider Clause 37.13. Notwithstanding anything contained herein to the contrary, the Charterers shall be liable for any and all damage to the Vessel caused by stevedores, provided the Master has notified the Charterers or their agents, in writing, within 24 hours of the occurrence or as soon as possible thereafter but latest when the damage could have been discovered by the exercise of due diligence.~~

~~The Master shall use his best efforts to obtain written acknowledgment by the party or parties causing damage unless the damage has been made good in the meantime.~~

(i) Stevedore damage affecting the Vessel's seaworthiness and/or the safety of the crew, proper working of the Vessel and/or her equipment, shall be repaired immediately by the Charterers and the Vessel is to remain on hire until such repairs are completed and, if required, passed by the Vessel's classification society.

(ii) Stevedore damage not affecting the Vessel's seaworthiness and/or the safety of the crew shall be repaired, at the Charterers' option, before or after redelivery concurrently with Owners' work. In the latter case no hire will be paid to the Owners except in so far as the time required for the repairs for which the Charterers are liable exceeds the time necessary to carry out the Owners' work.

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(iii) The Owners shall have the option of requiring that stevedore damage affecting the trading capabilities of the Vessel is repaired before redelivery.

- (c) Fumigation - Expenses in connection with fumigations and/or quarantine ordered because of cargo carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. Expenses in connection with all other fumigations and/or quarantine shall be for the Owners' account.
- (d) Anti-drug Clause - The Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and/or any other illegal substances being loaded or concealed on board the Vessel.

Non-compliance with the provisions of this Clause shall amount to breach of warranty for the consequences of which the Charterers shall be liable according to the provisions of the Contract. ~~and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly.~~ Furthermore, all time lost ~~and all expenses incurred, including fines,~~ as a result of the Charterers' breach of the provisions of this Clause shall be for the Charterers' account and the Vessel shall remain on hire.

Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this Clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense post bail to secure release of the Vessel.

The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and other illegal substances are found in the possession or effects of the Vessel's personnel.

~~17. Bills of Lading, Waybills and Other Contracts of Carriage See Rider Clause 37.14~~

~~(a) Signing Contracts of Carriage~~

~~(i) The Master shall sign bills of lading or waybills as presented in conformity with mate's receipts. If requested, the Owners may authorise the Charterers and/or their agents in writing to sign bills of lading, waybills, through bills of lading, or multimodal bills of lading (hereafter collectively referred to as Contracts of Carriage) on the Owners' and/or Master's behalf in conformity with mate's receipts without prejudice to the terms and conditions of the Charter Party.~~

~~(ii) In the event the Charterers and/or their agents, pursuant to the provisions of subclause 17(a)(i) above, sign Contracts of Carriage which extend the Owners' responsibility beyond the period during which the cargo is on board the Vessel the Charterers shall indemnify the Owners against any claims for loss, damage or expense which may result therefrom.~~

~~(iii) Neither the Charterers nor their agents shall permit the issue of any Contract of Carriage (whether or not signed on behalf of the Owners or on behalf of the Charterers or on behalf of any Sub-Charterers) incorporating, where not compulsorily applicable, the Hamburg Rules or any other legislation giving effect to the Hamburg Rules or any other legislation imposing liabilities in excess of Hague or Hague-Visby Rules.~~

~~(b) Protective Clauses~~ ~~The Charterers warrant that Contracts of Carriage issued in respect of cargo under this Charter Party shall incorporate the clauses set out in Appendix A.~~

~~(c) Deck Cargo~~ ~~Unless the cargo is stowed in fully closed containers, placed on board the Vessel in areas designed for the carriage of containers with class approved container fittings, and secured to the Vessel by means of class approved Vessel's lashing gear or material, Contracts of Carriage covering cargo carried on deck shall be claused:~~

~~"Agreed to be shipped on deck at Charterers', Shippers' and Receivers' risk, and responsibility for loss, damage or expense howsoever caused".~~

~~(d) Defence of Claims~~ ~~Should the Charterers issue or cause to be issued a Contract of Carriage in default of the provisions of this Clause 17, they shall be obliged upon written request by the Owners to take over, pay for the defence of and pay any liability established in respect of any claim brought against the Vessel and/or the Owners as a result of such default.~~

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~~(e) — Payment and Indemnity — The Charterers shall pay for, and/or indemnify the Owners against any loss, damage or expense which results from any breach of the provisions of this Clause 17.~~

18. Responsibilities

(a) Cargo Claims

(i) Definition - For the purpose of this Clause 18(a), Cargo Claim means a claim for loss, damage, shortage, (including slackage, ullage or pilferage), overcarriage of or delay to cargo including customs fines or fines in respect of such loss, damage, shortage, overcarriage or delay and includes:

- (1) any legal costs or interest claimed by the original claimant making such a claim;
- (2) all legal, Club correspondents' and experts' costs reasonably incurred in the defence of or in the settlement of the claim made by the original claimant, but shall not include any costs of whatsoever nature incurred in making a claim or in seeking an indemnity under this Charter Party.

(ii) Claim Settlement - It is a condition precedent to the right of recovery by either party under this Clause 18(a) that the party seeking indemnity shall have first properly settled or compromised and paid the claim.

(iii) Owners' Liability - The Owners shall be liable for any Cargo Claim arising or resulting from:

- (1) failure of the Owners or their servants to exercise due diligence before or at the beginning of each voyage to make the Vessel seaworthy;
- (2) failure of the Owners or their servants properly and carefully to carry, keep and care for the cargo while on board;
- (3) unreasonable deviation from the voyage described in the Contract of Carriage unless such deviation is ordered or approved by the Charterers;
- (4) errors in navigation or the management of the Vessel solely where the Contract of Carriage is subject to mandatory application of legislation giving effect to the Hamburg Rules.

(iv) Charterers' Liability - The Charterers shall be liable for any Cargo Claim arising or resulting from:

- (1) the stevedoring operations enumerated under Clause 13(d) unless the Charterers prove that such Cargo Claim was caused by the unseaworthiness of the Vessel, in which case the Owners shall be liable;
- (2) any transshipment in connection with through-transport or multimodal transport, save where the Charterers can prove that the circumstances giving rise to the Cargo Claim occurred after commencement of the loading of the cargo onto the Vessel and prior to its discharge;
- (3) the carriage of cargo on deck unless such cargo is stowed in fully closed containers, placed on board the Vessel in areas designed for the carriage of containers with class-approved container fittings and secured to the Vessel by means of class-approved Vessel's lashing gear or material.

(v) Shared Liability - All Cargo Claims arising from other causes than those enumerated under subclauses (iii) and (iv), shall be shared equally between the Owners and the Charterers unless there is clear and irrefutable evidence that the claim arose out of pilferage or the act or neglect of one or the other party or their servants or sub-contractors, in which case that party shall bear the full claim.

(vi) Charterers' Own Cargo - If the cargo is the property of the Charterers, the Owners shall have the same responsibilities and benefits as they would have had under this Clause had the cargo been the property of a third party and carried under a Bill of Lading incorporating the Hague-Visby Rules.

~~(b) — Fines, etc. — The Charterers shall also be liable to the Owners for any losses, damages, expenses, fines, penalties, or claims which the Owners may incur or suffer by reason of the cargo or the documentation relating thereto failing to comply with any relevant laws, regulations, directions or notices of port authorities or other authorities,~~

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~~or by reason of any infestation, contamination or condemnation of the cargo or of infestation, damage or contamination of the Vessel by the cargo.~~

~~(c) Deck cargo - The Charterers shall be liable to the Owners for any loss, damage, expense or delay to the Vessel howsoever caused and resulting from the carriage of cargo on deck save where the Charterers can prove that such loss, damage, expense or delay was the result of negligence on the part of the Owners and/or their servants.~~

(d) Death or Personal Injury - Claims for death or personal injury having a direct connection with the operation of the Vessel shall be borne by the Owners unless such claims are caused by defect of the cargo or by the act, neglect or default of the Charterers, their servants, agents or sub-contractors.

(e) Agency - The Owners authorise and empower the Charterers to act as the Owners' agents solely to ensure that, as against third parties, the Owners will have the benefit of any immunities, exemptions or liberties regarding the cargo or its carriage.

Subject to the provisions of Clause 17 the Charterers shall have no authority to make any contracts imposing any obligations whatsoever upon the Owners in respect of the cargo or its carriage.

~~(f) Indemnities in Article 15 of the Contract shall apply. Indemnity and Limitation - The Owners and the Charterers hereby agree to indemnify each other against all loss, damage or expenses arising or resulting from any obligation to pay claims, fines or penalties for which the other party is liable in accordance with this Charter Party. Both the Owners and the Charterers shall retain their right to limit their liability against the other party in respect of any claim brought by way of indemnity, notwithstanding that the other party has been denied the right to limit against any third party or has failed in whatever manner to exercise its rights of limitation.~~

(g) Time Bar - In respect of any Cargo Claims as between the Owners and the Charterers, brought under subclause 18(a), unless extensions of time have been sought or obtained from one party by the other or notice of arbitration has been given by either party, such claim(s) shall be deemed to be waived and absolutely time barred upon the expiry of two years reckoned from the date when the cargo was or should have been delivered. When the Hamburg Rules apply compulsorily the above time bar shall be extended to three years.

19. Exceptions See Rider Clause 37.15

~~As between the Charterers and the Owners, responsibility for any loss, damage, delay or failure of performance under this Charter Party not dealt with in Clause 18(a), shall be subject to the following mutual exceptions:~~

~~Act of God, act of war, civil commotions, strikes, lockouts, restraint of princes and rulers, and quarantine restrictions.~~

~~In addition, any responsibility of the Owners not dealt with in Clause 18(a) shall be subject to the following exceptions:~~

~~Any act, neglect or default by the Master, pilots or other servants of the Owners in the navigation or management of the Vessel, fire or explosion not due to the personal fault of the Owners or their Manager, collision or stranding, unforeseeable breakdown of or any latent defect in the Vessel's hull, equipment or machinery.~~

~~The above provisions shall in no way affect the provisions as to off hire in this Charter Party.~~

20. Insurances

(a) Hull and Machinery - The Owners warrant that the Vessel, at Owner's account, is insured for all risks and trades contemplated by the Contract, including Hull, Machinery and ~~basic~~ War Risks, as applicable, purposes at the value stated in Box 34.

(b) Protection and Indemnity (P & I) - The Owners warrant that throughout the period of the Charter Party the Vessel will be fully covered for P&I risks, including through transport cover, with underwriters approved by the Charterers which approval shall not be unreasonably withheld.

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The Charterers warrant that throughout the period of the Charter Party they will be covered for Charterers' liability risk by underwriters approved by the Owners which approval will not be unreasonably withheld.

21. War Risks ("Conwartime 1993")

~~_(a) For the purpose of this Clause, the words:~~

~~(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and~~

~~_(ii) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.~~

~~(b) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks.~~

~~_Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it.~~

~~_(c) The Vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.~~

~~_(d) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.~~

~~_(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

~~_(e) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.~~

~~(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, or any other body or group whatsoever acting with the power to compel compliance with their orders or directions;~~

~~_(ii) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;~~

~~_(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and~~

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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 divert and discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;~~

~~_(v) to divert and call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.~~

~~_(g) If in accordance with their rights under the foregoing provisions of this Clause, the Owners refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of the Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.~~

~~(h) If in compliance with any of the provisions of subclauses (b) to (g) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party.~~

22. Law and Arbitration . See Rider Clause 37.17

~~(a)* This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~_ In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~(b)* This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~(c)* This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and stated in Box 35 and any dispute arising out of or in connection with this Charter Party shall be~~

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~~referred to arbitration at the place stated in Box 35, subject to the procedures applicable there.~~

~~(d) — If Box 35 in Part I is not appropriately filled in, subclause (a) of this Clause shall apply.~~

~~*(a), (b) and (c) are alternatives; indicate alternative agreed in Box 35.~~

~~23. Commission~~

~~The Owners shall pay a commission at the rate stated in Box 36 to the Broker(s) stated in Box 36 on any hire paid under this Charter Party or any continuation or extension thereof. If the full hire is not paid owing to breach of Charter Party by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~

~~Should the parties agree to cancel this Charter Party, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

~~In signing this Charter Party the Owners acknowledge their agreement with the brokers to pay the commissions described in this Clause.~~

24. Notices

Any notices as between the Owners and the Charterers shall be in writing and sent to the addresses stated in Boxes 2 and 3 as the case may be or to such other addresses as either party may designate to the other in writing.

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Appendix A — Protective Clauses

~~A. — WAR RISKS ("Voywar 1993")~~

~~(1) — For the purpose of this Clause, the words:—~~

~~(a) — "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and~~

~~(b) — "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.~~

~~(2) — If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.~~

~~(3) — The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage.—~~

~~The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.~~

~~(4) — If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.~~

~~(5) — The Vessel shall have liberty:~~

~~(a) — to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws~~

the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;

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

~~B. —~~ CLAUSE PARAMOUNT

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

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

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

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

~~C. —~~ GENERAL AVERAGE

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

~~D. —~~ HIMALAYA CLAUSE

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

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

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

~~E. NEW JASON CLAUSE~~

~~In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.~~

~~If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if salving vessel or vessels belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery.~~

~~F. BOTH TO BLAME COLLISION CLAUSE~~

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

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