



# GENCON 1994

## UNIFORM GENERAL CHARTER

## PART I

1. Shipbroker	2. Place and Date
3. Owners/Place of business (Cl. 1) <b>See General Contract Provisions Art. 1</b>	4. Charterers/Place of business (Cl. 1) <b>See General Contract Provisions Art. 1</b>
5. Vessel's name (Cl. 1) <b>See Annex A</b>	6. GT/NT (Cl. 1) <b>See Annex A/</b>
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1) <b>See Annex A</b>	8. Present position (Cl. 1)
9. Expected ready to load (abt.) (Cl. 1) <b>As per Call of Notice</b>	
10. Loading port or place (Cl. 1) <b>As per Call of Notice</b>	11. Discharging port or place (Cl. 1) <b>As per Call of Notice</b>
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) <b>As per Call of Notice and/or always within the limitations of the Contract</b>	
13. Freight rate (also state whether freight prepaid or payable on delivery) (Cl. 4) <b>Freight payable on delivery. See Annex B</b>	14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4) <b>As per Annex B</b>
15. State if vessel's cargo handling gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch., fill in c) only) (Cl. 6) <b>N/A</b> (a) Laytime for loading  (b) Laytime for discharging  (c) Total laytime for loading and discharging
17. Shippers/Place of business (Cl. 6) <b>N/A</b>	
18. Agents (loading) (Cl. 6) <b>N/A</b>	
19. Agents (discharging) (Cl. 6) <b>N/A</b>	
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) <b>N/A</b>	21. Cancelling date (Cl. 9) <b>See General Conditions of Contract Art. 11.1</b>
	22. General Average to be adjusted at (Cl. 12)
23. Freight Tax (state if for the Owners' account (Cl. 13 (c)) <b>N/A</b>	24. Brokerage commission and to whom payable (Cl. 15) <b>N/A</b>
25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of Cl. 19; if 19 (c) agreed also state Place of Arbitration) (if not filled in 19 (a) shall apply) (Cl. 19) <b>As per General Contract Provisions Art. 14</b> (a) State maximum amount for small claims/shortened arbitration (Cl. 19) <b>N/A</b>	26. Additional clauses covering special provisions, if agreed <b>Clause 20 - 21</b>

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

Signature (Owners)	Signature (Charterers)
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PART II  
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1 1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel  
2 named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number  
3 of metric tons of deadweight capacity all told on summer loadline stated in Box  
4 7, now in position as stated in Box 8 and expected ready to load under this  
5 Charter Party about the date indicated in Box 9, and the party mentioned as the  
6 Charterers in Box 4 that:

7 The said Vessel shall, as soon as her prior commitments have been completed,  
8 proceed to the loading port(s) or place(s) stated in Box 10 ~~or so near thereto as~~  
9 ~~she may safely get and lie always afloat~~, and there load a full and complete  
10 cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and  
11 responsibility) as stated in Box 12, which the Charterers bind themselves to  
12 ship, and being so loaded the Vessel shall proceed to the discharging port(s) or  
13 place(s) stated in Box 11 as ordered on signing Bills of Lading, ~~or so near~~  
14 ~~thereto as she may safely get and lie always afloat~~, and there deliver the cargo.

15 **2. Owners' Responsibility Clause**

16 The Owners are to be responsible for loss of or damage to the goods or for  
17 delay in delivery of the goods ~~only~~ in case the loss, damage or delay has been  
18 caused by personal want of due diligence on the part of the Owners or their  
19 Manager to make the Vessel in all respects seaworthy and to secure that she is  
20 properly manned, equipped and supplied, or by the personal act or default of  
21 the Owners or their Manager.  
22 ~~And the Owners are not responsible for loss, damage or delay arising from any~~  
23 ~~other cause whatsoever, even from the neglect or default of the Master or crew~~  
24 ~~or some other person employed by the Owners on board or ashore for whose~~  
25 ~~acts they would, but for this Clause, be responsible, or from unseaworthiness of~~  
26 ~~the Vessel on loading or commencement of the voyage or at any time~~  
27 ~~whatsoever.~~

Owner is solely responsible for all nautical decisions and navigation.

28 **3. Deviation Clause**

29 The Vessel ~~shall not make any in between calls and shall not have~~ has liberty to call at  
30 any port or ports in any order, for any purpose ~~except~~  
31 ~~to sail without pilots, to tow and/or assist Vessels in all situations, and also to~~  
deviate for the purpose of saving life and/or property.

32 **4. Payment of Freight See Annex B**

33 ~~(a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the~~  
34 ~~intaken quantity of cargo.~~

35 ~~(b) Prepaid. If according to Box 13 freight is to be paid on shipment, it shall be~~  
36 ~~deemed earned and non-returnable. Vessel and/or cargo lost or not lost.~~  
37 ~~Neither the Owners nor their agents shall be required to sign or endorse bills of~~  
38 ~~lading showing freight prepaid unless the freight due to the Owners has~~  
39 ~~actually been paid.~~

40 ~~(c) On delivery. If according to Box 13 freight, or part thereof, is payable at~~  
41 ~~destination it shall not be deemed earned until the cargo is thus delivered.~~  
42 ~~Notwithstanding the provisions under (a), if freight or part thereof is payable on~~  
43 ~~delivery of the cargo the Charterers shall have the option of paying the freight~~  
44 ~~on delivered weight/quantity provided such option is declared before breaking~~  
45 ~~bulk and the weight/quantity can be ascertained by official weighing machine,~~  
46 ~~joint draft survey or tally.~~

47 ~~Cash for Vessel's ordinary disbursements at the port of loading to be advanced~~  
48 ~~by the Charterers, if required, at highest current rate of exchange, subject to~~  
49 ~~two (2) per cent to cover insurance and other expenses.~~

50 **5. Loading/Discharging**

51 (a) Costs/Risks

52 The cargo shall be brought into the holds, loaded, stowed and/or trimmed,  
53 tallied, lashed and/or secured and taken from the holds and discharged by the  
54 Charterers, free of any risk, liability and expense whatsoever to the Owners. However,  
if and to the extent required by Charterers the Vessel's crew shall perform the  
forementioned services and/or render all necessary assistance in relation thereto,  
and shall in such case act as servants of the Charterers.

55 The Charterers shall provide and lay all dunnage material as required for the  
56 proper stowage and protection of the cargo on board, the Owners allowing the  
57 use of all dunnage available on board. The Charterers shall be responsible for  
58 and pay the cost of removing their dunnage after discharge of the cargo under  
59 this Charter Party, ~~and time to count until dunnage has been removed.~~

60 (b) Cargo Handling Gear

61 ~~Unless the Vessel is gearless or unless it has been agreed between the parties~~  
62 ~~that the Vessel's gear shall not be used and stated as such in Box 15, t~~ The  
63 Owners shall throughout the duration of loading/discharging give free use of  
64 the Vessel's cargo handling gear and of sufficient motive power to operate all  
65 such cargo handling gear. All such equipment to be in good working order.  
66 Unless caused by negligence of the ~~Charterers~~ stevedores, time lost by breakdown of the  
67 Vessel's cargo handling gear or motive power - pro rata the total number of  
68 cranes/winches required at that time for the loading/discharging of cargo  
69 under this Charter Party - shall not count as ~~part of loading or discharge, laytime or time~~  
~~on demurrage.~~

70 On request the Owners shall provide free of charge cranemen/winchmen from  
71 the crew to operate the Vessel's cargo handling gear, unless local regulations  
72 prohibit this, in which latter event shore labourers shall be for the account of the  
73 Charterers. Cranemen/winchmen shall be under the Charterers' risk and

74 responsibility and as stevedores to be deemed as their servants but shall  
75 always work under the supervision of the Master.

76 (c) Stevedore Damage

77 The Charterers shall be responsible for damage (beyond ordinary wear and  
78 tear) to any part of the Vessel caused by Stevedores. Such damage shall be  
79 notified as soon as reasonably possible by the Master to the Charterers or their  
80 agents and to their Stevedores, failing which the Charterers shall not be held  
81 responsible. The Master shall endeavour to obtain the Stevedores' written  
82 acknowledgement of liability.  
83 The Charterers are obliged to repair any stevedore damage prior to completion  
84 of the voyage, but must repair stevedore damage affecting the Vessel's  
85 seaworthiness or class before the Vessel sails from the port where such  
86 damage was caused or found. All additional expenses incurred shall be for the  
87 account of the Charterers and any time lost shall be for the account of and shall  
88 be paid to the Owners by the Charterers at the loading and discharging rate, demurrage  
rate.

89 **6. Laytime**

90 \* (a) Separate laytime for loading and discharging

91 The cargo shall be loaded within the number of running days/hours as  
92 indicated in Box 16, weather permitting, Sundays and holidays excepted,  
93 unless used, in which event time used shall count.

94 The cargo shall be discharged within the number of running days/hours as  
95 indicated in Box 16, weather permitting, Sundays and holidays excepted,  
96 unless used, in which event time used shall count.

97 \* (b) Total laytime for loading and discharging

98 The cargo shall be loaded and discharged within the number of total running  
99 days/hours as indicated in Box 16, weather permitting, Sundays and holidays  
100 excepted, unless used, in which event time used shall count.

101 (c) Commencement of laytime (loading and discharging)

102 Laytime for loading and discharging shall commence at 13.00 hours, if notice of  
103 readiness is given up to and including 12.00 hours, and at 06.00 hours next  
104 working day if notice given during office hours after 12.00 hours. Notice of  
105 readiness at loading port to be given to the Shippers named in Box 17 or if not  
106 named, to the Charterers or their agents named in Box 18. Notice of readiness  
107 at the discharging port to be given to the Receivers or, if not known, to the  
108 Charterers or their agents named in Box 19.

109 If the loading/discharging berth is not available on the Vessel's arrival at or off  
110 the port of loading/discharging, the Vessel shall be entitled to give notice of  
111 readiness within ordinary office hours on arrival there, whether in free pratique  
112 or not, whether customs cleared or not. Laytime or time on demurrage shall  
113 then count as if she were in berth and in all respects ready for loading/  
114 discharging provided that the Master warrants that she is in fact ready in all  
115 respects. Time used in moving from the place of waiting to the loading/  
116 discharging berth shall not count as laytime.

117 If, after inspection, the Vessel is found not to be ready in all respects to load/  
118 discharge time lost after the discovery thereof until the Vessel is again ready to  
119 load/discharge shall not count as laytime.

120 Time used before commencement of laytime shall count.

121 \* Indicate alternative (a) or (b) as agreed, in Box 16.

122 **7. Demurrage**

123 Demurrage at the loading and discharging port is payable by the Charterers at  
124 the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for  
125 any part of a day. Demurrage shall fall due day by day and shall be payable  
126 upon receipt of the Owners' invoice.

127 In the event the demurrage is not paid in accordance with the above, the  
128 Owners shall give the Charterers 96 running hours written notice to rectify the  
129 failure. If the demurrage is not paid at the expiration of this time limit and if the  
130 vessel is in or at the loading port, the Owners are entitled at any time to  
131 terminate the Charter Party and claim damages for any losses caused thereby.

132 **8. Lien Clause**

133 The Owners shall have a lien on the cargo and on all sub-freights payable in  
134 respect of the cargo, for freight, deadfreight, demurrage, claims for damages  
135 and for all other amounts due under this Charter Party including costs of  
136 recovering same.

137 **9. Cancelling Clause**

138 (a) Should the Vessel not be ready to load (whether in berth or not) on the  
139 cancelling date indicated in Box 21, the Charterers shall have the option of  
140 cancelling this Charter Party.

141 (b) Should the Owners anticipate that, despite the exercise of due diligence,  
142 the Vessel will not be ready to load by the cancelling date, they shall notify the  
143 Charterers thereof without delay stating the expected date of the Vessel's  
144 readiness to load and asking whether the Charterers will exercise their option  
145 of cancelling the Charter Party, or agree to a new cancelling date.

146 Such option must be declared by the Charterers within 48 running hours after  
147 the receipt of the Owners' notice. If the Charterers do not exercise their option  
148 of cancelling, then this Charter Party shall be deemed to be amended such that  
149 the seventh day after the new readiness date stated in the Owners' notification  
150 to the Charterers shall be the new cancelling date.

~~151 The provisions of sub-clause (b) of this Clause shall operate only once, and in~~  
~~152 case of the Vessel's further delay, the Charterers shall have the option of~~  
~~153 cancelling the Charter Party as per sub-clause (a) of this Clause.~~

154 **10. Bills of Lading**

155 Bills of Lading shall be presented and signed by the Master as per the  
156 "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter  
157 Party, or by the Owners' agents provided written authority has been given by  
158 Owners to the agents, a copy of which is to be furnished to the Charterers. The  
159 Charterers shall indemnify the Owners against all consequences or liabilities  
160 that may arise from the signing of bills of lading as presented to the extent that  
161 the terms or contents of such bills of lading impose or result in the imposition of  
162 more onerous liabilities upon the Owners than those assumed by the Owners  
163 under this Charter Party.

164 **11. Both-to-Blame Collision Clause**

165 If the Vessel comes into collision with another vessel as a result of the  
166 negligence of the other vessel and any act, neglect or default of the Master,  
167 Mariner, Pilot or the servants of the Owners in the navigation or in the  
168 management of the Vessel, the owners of the cargo carried hereunder will  
169 indemnify the Owners against all loss or liability to the other or non-carrying  
170 vessel or her owners in so far as such loss or liability represents loss of, or  
171 damage to, or any claim whatsoever of the owners of said cargo, paid or  
172 payable by the other or non-carrying vessel or her owners to the owners of said  
173 cargo and set-off, recouped or recovered by the other or non-carrying vessel  
174 or her owners as part of their claim against the carrying Vessel or the Owners.  
175 The foregoing provisions shall also apply where the owners, operators or those  
176 in charge of any vessel or vessels or objects other than, or in addition to, the  
177 colliding vessels or objects are at fault in respect of a collision or contact.

178 **12. General Average and New Jason Clause**

179 General Average shall be adjusted in London unless otherwise agreed in Box  
180 22 according to York-Antwerp Rules 1994 and any subsequent modification  
181 thereof. Proprietors of cargo to pay the cargo's share in the general expenses  
182 even if same have been necessitated through neglect or default of the Owners'   
183 servants (see Clause 2).  
184 If General Average is to be adjusted in accordance with the law and practice of  
185 the United States of America, the following Clause shall apply: "In the event of  
186 accident, danger, damage or disaster before or after the commencement of the  
187 voyage, resulting from any cause whatsoever, whether due to negligence or  
188 not, for which, or for the consequence of which, the Owners are not  
189 responsible, by statute, contract or otherwise, the cargo shippers, consignees  
190 or the owners of the cargo shall contribute with the Owners in General Average  
191 to the payment of any sacrifices, losses or expenses of a General Average  
192 nature that may be made or incurred and shall pay salvage and special charges  
193 incurred in respect of the cargo. If a salving vessel is owned or operated by the  
194 Owners, salvage shall be paid for as fully as if the said salving vessel or vessels  
195 belonged to strangers. Such deposit as the Owners, or their agents, may deem  
196 sufficient to cover the estimated contribution of the goods and any salvage and  
197 special charges thereon shall, if required, be made by the cargo, shippers,  
198 consignees or owners of the goods to the Owners before delivery."

199 **13. Taxes and Dues Clause**

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

207 **14. Agency**

208 ~~In every case To the extent practical and required for performance of the Contract,~~ the  
209 Owners shall appoint their own Agent both at the port of  
loading and the port of discharge.

~~210 15. Brokerage~~

~~211 A brokerage commission at the rate stated in Box 24 on the freight, dead-freight~~  
~~212 and demurrage earned is due to the party mentioned in Box 24.~~  
~~213 In case of non-execution 1/3 of the brokerage on the estimated amount of~~  
~~214 freight to be paid by the party responsible for such non-execution to the~~  
~~215 Brokers as indemnity for the latter's expenses and work. In case of more~~  
~~216 voyages the amount of indemnity to be agreed.~~

217 **16. General Strike Clause**

218 (a) If there is a strike or lock-out affecting or preventing the actual loading of the  
219 cargo, or any part of it, when the Vessel is ready to proceed from her last port or  
220 at any time during the voyage to the port or ports of loading or after her arrival  
221 there, the Master or the Owners may ask the Charterers to declare, that they  
222 agree to reckon the laydays as if there were no strike or lock-out. Unless the  
223 Charterers have given such declaration in writing (by telegram, if necessary)  
224 within 24 hours, the Owners shall have the option of cancelling this Charter  
225 Party. If part cargo has already been loaded, the Owners must proceed with

226 same, (freight payable on loaded quantity only) having liberty to complete with  
227 other cargo on the way for their own account.

228 (b) If there is a strike or lock-out affecting or preventing the actual discharging  
229 of the cargo on or after the Vessel's arrival at or off port of discharge and same  
230 has not been settled within 48 hours, the Charterers shall have the option of  
231 keeping the Vessel waiting until such strike or lock-out is at an end against  
232 paying half demurrage after expiration of the time provided for discharging  
233 until the strike or lock-out terminates and thereafter full demurrage shall be  
234 payable until the completion of discharging, or of ordering the Vessel to a safe  
235 port where she can safely discharge without risk of being detained by strike or  
236 lock-out. Such orders to be given within 48 hours after the Master or the  
237 Owners have given notice to the Charterers of the strike or lock-out affecting  
238 the discharge. On delivery of the cargo at such port, all conditions of this  
239 Charter Party and of the Bill of Lading shall apply and the Vessel shall receive  
240 the same freight as if she had discharged at the original port of destination,  
241 except that if the distance to the substituted port exceeds 100 nautical miles,  
242 the freight on the cargo delivered at the substituted port to be increased in  
243 proportion.

244 (c) Except for the obligations described above, neither the Charterers nor the  
245 Owners shall be responsible for the consequences of any strikes or lock-outs  
246 preventing or affecting the actual loading or discharging of the cargo.

247 **17. War Risks ("Voywar 1993")**

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

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

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

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

279 (3) The Owners shall not be required to continue to load cargo for any voyage,  
280 or to sign Bills of Lading for any port or place, or to proceed or continue on  
281 any voyage, or on any part thereof, or to proceed through any canal or  
282 waterway, or to proceed to or remain at any port or place whatsoever,  
283 where it appears, either after the loading of the cargo commences, or at  
284 any stage of the voyage thereafter before the discharge of the cargo is  
285 completed, that, in the reasonable judgement of the Master and/or the  
286 Owners, the Vessel, her cargo (or any part thereof), crew or other persons  
287 on board the Vessel (or any one or more of them) may be, or are likely to be,  
288 exposed to War Risks. If it should so appear, the Owners may by notice  
289 request the Charterers to nominate a safe port for the discharge of the  
290 cargo or any part thereof, and if within 48 hours of the receipt of such  
291 notice, the Charterers shall not have nominated such a port, the Owners  
292 may discharge the cargo at any safe port of their choice (including the port  
293 of loading) in complete fulfilment of the Contract of Carriage. The Owners  
294 shall be entitled to recover from the Charterers the extra expenses of such  
295 discharge and, if the discharge takes place at any port other than the  
296 loading port, to receive the full freight as though the cargo had been  
297 carried to the discharging port and if the extra distance exceeds 100 miles,  
298 to additional freight which shall be the same percentage of the freight  
299 contracted for as the percentage which the extra distance represents to  
300 the distance of the normal and customary route, the Owners having a lien  
301 on the cargo for such expenses and freight.

302 (4) If at any stage of the voyage after the loading of the cargo commences, it  
303 appears that, in the reasonable judgement of the Master and/or the  
304 Owners, the Vessel, her cargo, crew or other persons on board the Vessel  
305 may be, or are likely to be, exposed to War Risks on any part of the route

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(including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

(5) The Vessel shall have liberty:-

(a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;

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

(c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

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

(f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.

(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

**18. General Ice Clause**

Port of loading

(a) In the event of the loading port being inaccessible by reason of ice when the Vessel is ready to proceed from her last port or at any time during the voyage or on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.

(b) If during loading the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for the Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at the Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Charterers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per this Charter Party.

(c) In case of more than one loading port, and if one or more of the ports are

closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.

Port of discharge

(a) Should ice prevent the Vessel from reaching port of discharge the Charterers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the impossibility of reaching port of destination.

(b) If during discharging the Master for fear of the Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.

(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

**19. Law and Arbitration**

~~\*(a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force.~~

~~Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.~~

~~For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25\*\* the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.~~

~~\*(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 should any dispute arise out of this Charter Party, the matter in dispute 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 purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators; Inc..~~

~~For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25\*\* the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators; Inc..~~

~~\*(c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.~~

~~(d) If Box 25 in Part I is not filled in, sub-clause (a) of this Clause shall apply.~~

~~\*(a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.~~

~~\*\* Where no figure is supplied in Box 25 in Part I, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.~~