



Part I

1. Shipbroker		THE BALTIC AND INTERNATIONAL MARITIME COUNCIL BALTIC WOOD CHARTER PARTY 1973 (Revised 1997) (Baltic and North Sea - with the exception of Russian ports - to the United Kingdom and the Republic of Ireland) CODE NAME: "NUBALTWOOD"	
3. Owners/Disponent Owners (Cl. 1)		2. Place and date	
5. Shippers (state full address) (Cl. 7.1, 7.2)		4. Charterers (Cl. 1)	
9. Hatch Dimensions (Cl. 1)		6. Vessel's name	
		7. Class (Cl. 1)	8. GT/NT (Cl. 1)
		10. Vessel geared/gearless (Cl. 1) (delete as appropriate)	11. Vessel's cargo capacity in m ³ (Cl. 1)
		12. Present position (Cl. 1)	
		13. First layday (Cl. 1)	14. Cancelling date (Cl. 1)
16. Discharging port(s) (Cl. 4)		15. Loading port(s) (Cl. 2)	
18. Cargo (Cl. 3) (Insert any limit on deck load)		17. Discharging port(s) where Vessel may lie safe aground (Cl. 4)	
19. Freight rate and currency (Cl. 5.1) State freight per ton or per m ³ or lump sum		20. Owners' bank account (Cl. 5.1)	
21. Percentage of freight payable at commencement of discharge (Cl. 5.1)			
22. Loading expenses (state whether alternative (a) or (b)) (Cl. 7.4)	23. Discharging expenses (state whether alternative (a), (b) or (c)) (Cl. 9.2)	24. Notify party (Cl. 9.1)	
25. General average to be settled at (Cl. 24)			
26. Brokerage rate and to whom payable (Cl. 25)			
27. Party paying freight taxes (Cl. 27c)		28. Alternative place of arbitration (Cl. 28.2)	29. Number of additional clauses, if agreed

It is mutually agreed that this Contract shall be performed subject to the conditions in the Charter Party consisting of Part I including additional clauses if any agreed and stated in Box 29 and 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, but no further.

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

NOTICE: THE ATTENTION OF OWNERS IS DRAWN TO THE NECESSITY OF REPORTING THIS FIXTURE BY SENDING A COPY OF THIS SHEET TO THE UNITED KINGDOM TIMBER TRADE SHIPOWNERS' MUTUAL ASSOCIATION LTD., SEE NEXT PAGE.

To be sent to:

The United Kingdom Timber Trade Shipowners' Mutual Association Ltd.

12 Carthusian Street
London EC1M 6EB

Fax: +44 171 600 1534
E-Mail: timber@uktttsma.co.uk

Draft Copy

CONTRIBUTION RECEIVED FROM	CARGO	AMOUNT	DATE RECEIVED	

Draft Copy

1. Preamble	1	with the provisions of Clauses 14, 20 and 21, only part of the cargo	70
It is hereby agreed between the Owners/Disponent Owners named in Box 3 (hereinafter referred to as Owners) of the good Vessel named in Box 6 and with particulars as set out in Boxes 7 and 8 and with cargo hatches of dimensions as named in Box 9 each with at least one workable crane or winch, unless the Vessel is described in Box 10 as gearless, and of carrying capacity, inclusive of deck cargo, expressed in cubic metres as stated in Box 11, now in position as stated in Box 12 and expected ready to load under this Charter Party earliest on the layday stated in Box 13 but latest on the cancelling date stated in Box 14 and the party named as Charterers in Box 4 that:	2 3 4 5	has been loaded, the amount of freight payable shall be proportional to the actual quantity of cargo delivered.	71 72
2. Loading Port(s)	12	5.2 <i>Freight Advance</i>	73
The said Vessel being tight, staunch and strong and in every way fitted for the voyage, shall with all convenient speed (having liberty to take cargo for Owners' benefit, either direct or to any port or ports on the way, and discharging the same) proceed to one safe berth at the loading port(s) stated in Box 15 or so near thereunto as she may safely get, and there load, always afloat in the customary manner as and where ordered by the Charterers or their agents.	13 14 15 16 17 18 19	If required by the Master, Charterers shall advance cash for Vessel's ordinary disbursements in the loading port at the closing rate of exchange at the loading port(s) on the day the advance is taken, endorsed upon the relevant Bill(s) of Lading subject to a charge of 2 % to be deducted by the Charterers. Such advance shall not exceed one-third of the freight applicable to any one Bill of Lading and not more than one-third of the freight on all or any Bill(s) of Lading.	74 75 76 77 78 79
3. Cargo and Deck Load	20	5.3 <i>Interest</i>	80
(a) The Charterers shall provide a full or part cargo of sawn/further prepared softwood and/or hardwood and/or telegraph poles and/or panel products, palletised and/or length packaged and/or truck bundled as described in Box 18.	21 22 23 24	Interest on any outstanding freight or charges under Clause 8 or refund due shall accrue at the base rate plus 3%, of the currency of payment.	81 82
(b) If a part cargo is carried the Owners shall have the liberty of loading and/or discharging other part cargoes for the account of other Charterers, under >>Nubaltwood<< terms and conditions, at port(s) en route or not en route. The rotation of the loading and discharging port(s) or berth(s) shall in that case be at the Owners' option.	25 26 27 28 29	6. The UK Timber Trade Shipowners' Mutual Association Limited	83
(c) The Vessel shall be provided with a full deck load unless limited in Box 18, to be carried at full freight as for under-deck cargo at the Charterers' risk and responsibility, not exceeding what the Vessel can reasonably stow and carry over and above her tackle, apparel and furniture. If deck cargo is carried, the Owners, if required and for their account, shall provide and erect uprights (but not from the cargo), shall provide tarpaulins and cover deck cargo therewith and shall provide and secure lashings for deck cargo; the Owners shall also provide slings if required and agreed.	30 31 32 33 34 35 36 37 38	6.1 If not already Members, the Owners undertake to become Members of the United Kingdom Timber Trade Shipowners' Mutual Association Limited (hereinafter referred to as >>the Association<<) and for the purpose of this Charter Party shall be deemed to be Members. On signing this Charter Party the Owners and the Charterers shall ensure that the Association is forthwith notified of the date hereof, the name of the Owners and the Vessel, or if no Vessel is named or there is a substitution under Clause 12 hereof or if the Charter Party is cancelled, then the Owners and the Charterers shall immediately notify the Association of the Vessel nominated or substituted or of the cancellation of the Charter Party.	84 85 86 87 88 89 90 91 92 93 94
(d) Unless otherwise agreed and stated in Box 18:	39	6.2 The Owners also undertake to pay the voyage subscription required by the Association at the rate current at the time of signing this Charter Party. The said subscription shall be based on the Bill of Lading quantity. The said voyage subscription shall be remitted to the Association by the Owners' agent at the discharging port together with the payment due from the Bill of Lading holder under Clause 9.4(b) hereof, when the first instalment of freight is received.	95 96 97 98 99 100 101
(i) the cargo shall be seasoned and/or kiln dried.	40	6.3 In the event of Clause 9.2(b) applying the Owners shall pay to the Association, at the time prescribed in sub-clause 6.2 above, a Timber Discharging Equalisation Charge as provided under Clause 6.5(iv). In consideration of such payment the Association shall pay to the Receivers any incentive money due on receipt of a claim from the said Receivers.	102 103 104 105 106 107
(ii) the Owners shall have a margin of 2.5% upwards or 6% downwards on the quantity of cargo to be provided.	41 42	6.4 No demurrage or incentive money shall be payable under this Charter Party unless the Association's Rules have been complied with.	108 109
4. Discharging Port(s)	43	6.5 The Schedule of the Association current at the time of signing Bills of Lading under this Charter Party shall apply to:	110 111
Being so loaded the Vessel shall proceed therewith to the safe discharging port(s) stated in Box 16 as ordered by the Charterers on signing Bill(s) of Lading, thence to such safe berth or place within the port as may be ordered by the Charterers on arrival unless its name is inserted in Bill(s) of Lading, or so near thereunto as she may safely get, and there deliver the cargo, always afloat or, if specifically agreed and stated in Box 17, not always afloat but safe aground upon being paid freight in accordance with Clause 5.	44 45 46 47 48 49 50 51	(i) Rates for loading under Clause 7.5 and for discharging under Clause 9.4 at the appropriate loading and discharging ports. (ii) Calculation of laytime under Clauses 7.5 and 9.3. (iii) Voyage subscription under Clause 6.2. (iv) The Timber Discharging Equalisation Charge under Clause 6.3. (v) Demurrage Rates under Clauses 7.6 and 9.4(a). (vi) Incentive Money under Clause 9.2(b). (vii) Demurrage Contribution under Clause 9.4 (b).	112 113 114 115 116 117 118 119
5. Payment	52	7. Loading	120
5.1 <i>Freight</i>	53	7.1 <i>Notice of Arrival</i>	121
(a) The total freight calculated on the quantity delivered at the rates stated in Box 19 per cubic metre/metric ton or the lump sum stated in Box 19 and any charges payable by the Charterers/Receivers under Clause 9 shall be paid in cash into the Owners' bank account as stated in Box 20, less any freight advance. Where cargoes of softwood comprise both length packaged and truck bundled goods the total freight for such cargoes shall be charged at the rates stated in Box 19. Unless another percentage is agreed and stated in Box 21, then 90% of the total freight less any freight advance, as calculated upon each Bill of Lading quantity of cargo on board the Vessel upon arrival at destination, shall be paid upon the vessel commencing discharge. Any balance of freight or refund shall be paid when the final outturn has been ascertained. At the completion of discharge the party responsible for undertaking discharge shall provide at their own expense an outturn tally to the other party.	54 55 56 57 58 59 60 61 62 63 64 65 66 67 68	(a) The Master or the Owners shall telex the Charterers and the Shippers named by the Charterers or as already identified in Box 5 at loading port(s) giving at least 10 clear working days notice, stating the Vessel's and the Charterers' name, date of this Charter Party (if known), quantity and kind of cargo according to the Charter Party, the date of the Vessel's expected arrival at the loading port as well as the names of loading and discharging ports. (b) If the Vessel cannot arrive within 2 days after the date so notified, the Owners shall inform the Charterers and the Shippers as above by telex as early as practicable stating the Vessel's estimated time of arrival. Default under this clause other than wilful misrepresentation shall not be considered a breach of the Charter Party but the Owners shall be responsible to the Charterers for proven extra costs due to non-arrival by the stated date or dates, if due care has not been exercised in giving notice of probable date of Vessel's arrival. (c) If the Owners fail to give the required notice 1 clear working day shall be added to the laytime for loading for each clear working day the	122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138
(b) If freight has been agreed on a lump sum basis but, in accordance	69		

notice falls short of the period stipulated, but if the Charterers should commence loading before the expiration of such additional time then laytime shall count from the actual commencement of loading.	139 140 141	<i>Loading Rates</i> The Vessel shall be loaded at the average rate provided for in the Schedule referred to in Clause 6.5.	205 206 207
7.2 <u>Notice of readiness</u>	142	<i>Demurrage</i>	208
Written notice of readiness to receive the cargo stating the approximate quantities of the cargo required on and under deck shall be given by the Master or the Vessel's agents on his behalf to the Shippers named in Box 5 at the loading port(s) after the Vessel's arrival at or off the loading port(s), provided the Vessel is in all respects ready to load, whether in berth or not, whether cleared at customs or not, whether in free pratique or not. If notice of readiness is given outside official office hours at the loading port(s), such notice shall not take effect until the start of office hours on the following day.	143 144 145 146 147 148 149 150	If the Vessel is not so loaded and in consequence detained beyond her laytime, the Owners shall be entitled to claim demurrage from the Association at the rate provided for in the Schedule referred to in Clause 6.5. The Owners expressly waive any right to claim demurrage in respect of the loading port otherwise than as provided in the preceding paragraph of this clause and undertake that neither they nor the Master will endorse or clause any Bill of Lading with a claim for loading port demurrage.	209 210 211 212 213 214 215
7.3 <u>Loading instructions and cargo presentation</u>	151	7.7 <u>Disputes</u>	216
(a) The Charterers shall supply the Owners or their agents with a copy of their >>loading instructions to shippers<< as soon as reasonably possible prior to loading.	152 153 154	Any dispute(s), other than in respect of demurrage, arising at the loading port(s) shall be settled before signing the Bill(s) of Lading. Otherwise a written notice of claim shall be handed to the Charterers or the Shippers or their nominated representatives before signing the Bill(s) of Lading. If such notice has not been given before signing the Bill(s) of Lading the Owners shall not be entitled to exercise any lien on the cargo in respect of such claim of the Owners arising at the loading port(s).	217 218 219 220 221 222 223
(b) The cargo shall be presented in such a manner as to enable the Master to keep separate the cargo under each Bill of Lading. Each package shall be marked on the upper half of one side with the Bill of Lading number, pack number, size and lengths corresponding with the specifications for the package and, unless otherwise agreed, with the Bill of Lading number on the top surface.	155 156 157 158 159 160	8. Bills of Lading The Charterers or their nominated representative shall provide the information necessary to prepare the Bills of Lading and other documents relating to the cargo for presentation to the Master for signature in time to enable the Vessel to sail without delay after completion of loading. The Master shall be obliged to sign as many sets of Bills of Lading as the Charterers shall require; each set shall comprise a maximum of 3 originals. Each Bill of Lading shall be prepared in accordance with the >>Nubaltwoodbill<< form of Bill of Lading and signed by the Master and shall be dated showing the date on which the goods the subject matter of the Bill of Lading were loaded on board, quality, condition, measure, weight, value and description of the contents of the packages unknown, freight and all terms, conditions, including Arbitration Clause (Clause 28), and exceptions as per this Charter Party. The Owners shall be responsible for the number of standard full and/or half and/or quarter packages of the approximate sizes stated in the Bill(s) of Lading signed for by the Master or his duly authorised agent, but the Owners shall not be responsible for any cargo which is lost or destroyed while lying alongside the Vessel in lighters or on the quay or in warehouse waiting shipment. In case of any such loss or destruction the Master shall furnish proof thereof. The Owners shall only be responsible for broken packages in the event that they fail to take due care either in loading and/or discharging. Packages shall not be broken for the Vessel's benefit and Owners shall pay extra expenses, if any, for reforming and re-packing packages if caused by the Vessel. If loaded packages are broken or re-packed after signing Bills of Lading, the Owners are responsible for the number of pieces in every broken or re-packed package. All goods loaded for discharge at a particular port, whether covered by the Bill(s) of Lading or not, shall be delivered thereat, against presentation and surrender of the original Bill(s) of Lading relating to that port. Any proven overages shall be notified to the Charterers.	224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252
7.4 <u>Loading port expenses</u>	161		
<i>Loading expenses</i>	162		
(a) <u>Free in and Stowed</u>	163		
The stevedores shall be appointed by and shall be the servants of the Charterers or the Shippers but shall be under the direction of the Master. The cargo shall be brought alongside the Vessel in the customary manner and loaded and stowed at the Charterers' expense, risk and liability.	164 165 166 167		
(b) <u>Liner Terms (Quay Terms)</u>	168		
The stevedores shall be appointed by and shall be the servants of the Owners. The cargo shall be brought alongside the Vessel in the customary manner at the Charterers' expense, risk and liability and shall be loaded and stowed by the Owners at their expense. The Owners' liability shall commence on attaching the cargo to the Vessel's or shore crane tackle. <i>Note: (a) and (b) are alternatives; state alternative in Box 22, failing which (a) will apply.</i>	169 170 171 172 173 174 175		
7.5 <u>Counting of laytime</u>	176		
Laytime shall be calculated in accordance with the Schedule referred to in Clause 6.5. Time for loading shall commence at 14.00 on the same day if the Vessel is ready to load, whether in berth or not, and written notice of readiness to load has been given to the Shippers or their agents at or before 11.00 and at the commencement of the next working day if notice of readiness is given during official office hours after 11.00 but if work is commenced earlier, time shall count from such commencement. After berthing, actual time lost (if any) in the Vessel obtaining customs clearance and free pratique, shall not count as laytime. Subject to the provisions of Clause 21, should the Vessel be prevented from entering the port and/or berthing and/or loading for any reason other than weather or inefficiency of the Vessel, the Vessel shall be regarded as if ready in berth after arrival at or off the port, or so near thereunto as she may be permitted to approach and the time shall count as above. The time occupied in moving to loading berth shall not count as laytime. The laytime shall not commence before the first layday or the notified date of arrival whichever is the later. However, if loading commences earlier, time shall count from such commencement. In accordance with the Schedule referred to in Clause 6.5, Saturday afternoons, Sundays, general and local holidays and periods of bad weather affecting loading shall not count, unless used. If two or more loading ports or places are used then, unless work is commenced earlier when time shall count from such commencement, laytime at the second and subsequent loading port(s) or place(s) shall resume in the next working period after the Vessel's berthing or anchoring if the berth is occupied, provided the Vessel is in all respects ready to load. The time occupied in moving to the loading berth shall not count unless the Vessel is already on demurrage.	177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203		
7.6 <u>Loading rates and demurrage</u>	204		

The stevedores shall be appointed by, and shall be the servants of the Consignees but shall follow the reasonable instructions of the Master.	270 271	time at the discharging port(s) or not, the sum as provided by the Schedule referred to in Clause 6.5 hereof per cubic metre on the total number of cubic metres delivered. The said payment shall be made by each Bill of Lading holder to the Owners' agents with the first instalment of freight or upon commencement of discharge whichever is the earlier, by cheque in favour of the Association. Such payment shall be based on the Bill of Lading quantity but shall be subject to adjustment when final outturn is ascertained on the same basis as the final instalment for freight is payable under Clause 5 hereof.	339 340 341 342 343 344 345 346 347
The Consignees have liberty to work on excepted days and outside official working hours. The Consignees shall effect the discharging free of any risk, liability and expense whatsoever to the Vessel.	272 273 274		
Incentive Money shall be payable to the Receivers in accordance with the Schedule referred to in Clause 6.5.	275 276		
(c) Shared Costs	277		
The stevedores shall be appointed by, and shall be the servants of the Owners.	278 279	(c) Should it appear to the Owners or their agent at the discharging port(s) that for reasons within the control of any Receiver the Vessel may not be discharged within the laytime, the agents shall forthwith send to such Receiver a Notice of Warning to the effect that the agent considers that demurrage may be incurred because of his conduct and the agent shall send a copy of such Notice of Warning to the Association. Failure by the Owners' agent to send Notices of Warning shall not in any way prejudice the Owners' right or affect the Receivers' liabilities under this Charter Party. Where Bill of Lading holders, through any reason within their control, cause demurrage in excess of the total contribution payable by them under sub-clause (b) of this clause they shall also pay to the Association half the cost of such excess demurrage.	348 349 350 351 352 353 354 355 356 357 358 359 360
The Owners' liability shall cease at the discharging port(s) on release from the Vessel's or shore crane tackle on quay or vehicle when discharging direct to vehicle is the agreed method of discharge.	280 281 282		
For any work done by the Vessel at the discharging port(s) beyond release from the Vessel's or shore crane tackle on quay the costs shall be paid by the Consignees and in the event of the discharge being direct to vehicle and the costs are greater than the costs of discharging to quay, the Consignees shall pay the extra costs.	283 284 285 286 287		
In the execution of any work done beyond release from the Vessel's or shore crane tackle on quay or direct on to vehicle, the Owners shall act as stevedores with the liability only of such and not further or otherwise, but the Owners shall not be liable for damage by fire even though caused by the act or neglect of the Owners or their servants or of any person for whom they are responsible.	288 289 290 291 292 293		
<i>Note: (a), (b) and (c) are alternatives; state alternative in Box 23 failing which, (a) will apply.</i>	294 295		
9.3 Counting of laytime	296	9.5 Claims	361
Laytime shall be calculated in accordance with the Schedule referred to in Clause 6.5.	297 298	In accordance with the provisions of Clause 8, counting of packages or pieces in broken packages shall take place alongside the Vessel. Save as provided in Clause 9.4 all accounts and/or claims relating to the discharging port(s) including shortage of packages or pieces in broken packages or damage to the goods, if any, shall be settled between the Consignees and the Owners direct.	362 363 364 365 366 367
Time for discharging shall commence at 14.00 on the same day if the Vessel is ready to discharge cargo carried under this Charter Party or any other Charter Party when the provisions of Clause 3 (b) apply, whether in berth or not and written notice of readiness to discharge has been given to the Receivers or their agents at or before 11.00 and at the commencement of the next working day if notice of readiness is given during ordinary office hours after 11.00. After berthing, actual time lost (if any) in the Vessel obtaining Customs clearance and free pratique, shall not count as laytime. Subject to the provisions of Clause 21 should the Vessel be prevented from entering the port and/or berthing, and/or discharging for any reason other than weather, tidal conditions or inefficiency of the Vessel, the Vessel shall be regarded as if ready in berth after arrival at or off the port, or so near thereunto as she may be permitted to approach and the time shall count as above. The time occupied in moving to discharging berth shall not count as laytime.	299 300 301 302 303 304 305 306 307 308 309 310 311 312 313		
In accordance with the Schedule referred to in Clause 6.5, Saturday afternoons, Sundays, general and local holidays and periods of bad weather affecting discharge shall not count, unless used.	314 315 316		
If two or more discharging ports or places are used then, unless work is commenced earlier, when time shall count from such commencement, laytime at the second and subsequent discharging port(s) or place(s) shall resume in the next working period after the Vessel's berthing or anchoring if the berth is occupied, provided the Vessel is in all respects ready to discharge cargo carried under this Charter Party or any other Charter Party when the provisions of Clause 3 (b) apply. The time occupied in moving to discharging berth shall not count unless the Vessel is already on demurrage.	317 318 319 320 321 322 323 324 325	10. Overtime, Vessel's Cranes and Lights	368
9.4 Discharging rates and demurrage	326	(a) If work is done outside official working hours or on excepted days all extra expenses shall be for the account of the party ordering same. However if such work is undertaken on the orders of the Port Authority or any similar body empowered to order the Vessel to work after official working hours or on excepted days then the Owners and the Charterers shall bear and pay such extra expenses incurred by them in complying with any such orders or directions. In all cases overtime expenses for the Vessel's Officers and Crew shall be for the Owners' account.	369 370 371 372 373 374 375 376 377
Discharging Rates	327	(b) If the Vessel is geared and described as such in Box 10 the Owners shall, if required, give free use of the Vessel's cranes/winches, which are to be in good working order, and shall provide sufficient motive power to operate all cranes/winches simultaneously.	378 379 380 381
The Vessel shall be discharged at the average rate provided in the Schedule referred to in Clause 6.5.	328 329	(c) The Vessel shall supply lights as on board free of charge for work during periods of darkness.	382 383
Demurrage	330	11. Agency	384
(a) If the Vessel is not so discharged and in consequence is delayed beyond her laytime, the Owners shall be entitled to claim demurrage from the Association at the rate provided in the Schedule referred to in Clause 6.5.	331 332 333 334	At the loading port(s) and discharging port(s) the Vessel shall be consigned to the Owners' agents.	385 386
(b) In consideration of the Owners waiving any rights they may have to claim demurrage under the preceding paragraph of this clause, the holder of each Bill of Lading shall severally pay to the Association or for its account, whether the Vessel has been detained beyond her lay-	335 336 337 338	12. Substitution	387
		(a) The Owners have the liberty to substitute a Vessel of similar size, draught, class and position and on the same terms of the Charter Party provided they give telex notice to the Charterers not less than 2 clear working days prior to the probable date of the Vessel's arrival at the first loading port.	388 389 390 391 392
		(b) Extra insurance, if any, on the cargo owing to the substituted Vessel's age, class and flag shall be for the Owners' account.	393 394
		13. Cancelling	395
		If at any time prior to the cancelling date the Owners consider that the Vessel cannot reach the (first) loading port before the cancelling date named in the Charter Party, then the Owners must give immediate telex notice to the Charterers also stating the day on which the Vessel is expected to arrive and the Charterers shall declare by telex within 2 working days from their receipt of such notice whether or not they cancel the Charter Party. If the Charterers do not exercise their option of cancelling, the 4th calendar day after the readiness date stated in the Owners' notification shall be regarded as the new cancelling date.	396 397 398 399 400 401 402 403 404
		14. Fire	405
		If the goods intended for shipment under this Charter Party by the	406

- Shippers are destroyed by fire, or if fire at the mill(s) prevents their being provided, the Charterers shall have the right of cancelling this Charter Party, immediate notice thereof being given by telex to the Owners. In the event of part cargo having been shipped and the remainder of the goods intended for shipment being destroyed by fire, or if fire at the mill(s) prevents their being provided, Charterers' liability to ship the balance of the cargo shall thereupon cease and the Vessel shall proceed with the cargo then on board, having liberty to fill up for Owners' benefit at the same or at any other port or ports either for the same destination or for any other port or ports whether any of such ports are in the course of the chartered voyage or not.
- 15. Force Majeure**
If floods and/or ice conditions and/or any other circumstances beyond the control of the Shipper prevent the manufacture of the goods or their transit to the port of shipment, the Charterers, provided they give notice of such prevention to the Owners before the Vessel leaves the last outward port for the (first) loading port, shall have the right to cancel this Charter Party without liability for damages.
- 16. Clause Paramount**
The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Charter Party.
When no such enactment is in force in the country of shipment, the corresponding legislation in the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.
In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 (the Hague-Visby Rules) apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Charter Party.
The Carrier takes all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another contractor, and to deck cargo and live animals.
- 17. Deviation**
The Vessel shall have the liberty to tow and to be towed and to assist vessels in distress and to deviate for the purpose of saving life or property, to sail without pilot and to call at any ports in any order, for bunkering or other purposes, or to make trial trips after notice, or adjust compasses and/or radio equipment and reasonable exercise of any of these liberties shall not be deemed to be departure from the contractual route.
- 18. Re-chartering**
The Charterers shall have permission to re-charter or sub-let (wholly or partly) the Vessel at any rate of freight without prejudice to the Charter Party, and the Bill(s) of Lading shall be signed at any rate of freight without prejudice to the Charter Party, but the Charterers shall always remain responsible to the Owners for due fulfillment of this Charter Party.
- 19. War Clause**
19.1. 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, war-like 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.
19.2 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 Charter Party, 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 Charter Party, 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 Charter Party 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 Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
19.3 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 loading port) in complete fulfillment of the Charter Party. 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.
19.4 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.
19.5 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. Prior to discharge in such cases and wherever possible Owners shall consult Charterers, who shall give their immediate nomination of an alternative safe port;
(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: 550
551
552
- (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. 553
554
555
556
557
- 19.6 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 fulfillment of the Charter Party. 558
559
560
561
- 20. Ice Clause** 562
- 20.1 Where the Charter Party provides for one loading port only, if when the Vessel is ready to proceed from her last port of call (whether a discharging port or not) or at any time during the voyage to the loading port the Owners be informed by the Shippers or their authorised agents and the Owners' agents at loading port that in their opinion the port is not accessible and/or the shipment of the goods is not practicable by reason of ice, the Owners shall have the right to cancel the Charter Party and shall forthwith inform the Charterers accordingly. 563
564
565
566
567
568
569
570
571
- 20.2 Where the Charter Party provides for one loading port only, if upon Vessel's arrival off the port or so near thereunto as she can get, ice, in the opinion of the Master, prevents the Vessel from reaching or entering the loading port, the Charter Party shall be cancelled forthwith and the Owners shall advise the Charterers by telex. If after arrival, the Master, for fear of the Vessel being frozen in, deems it advisable to sail he shall be at liberty to leave either without cargo, in which case the Charter Party shall be cancelled forthwith and the Master or the Owners shall notify the Charterers by telex accordingly, or with part cargo and to fill up for the Vessel's benefit at any port for any port or ports whether such ports be in the course of the chartered voyage or not; but in case of leaving with part cargo the Vessel shall deliver such part cargo at its port of delivery or shall, without undue delay, forward it thereto and there deliver it in accordance with this Charter Party. 572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
- 20.3 Where the Charter Party provides for more than one loading port, if, in the opinion of the Master, the first loading port be inaccessible, or, if after arrival at any loading port the Master for fear of the Vessel being frozen in, deems it advisable to sail without cargo or with a part cargo, the Vessel shall proceed in rotation to the next loading port named in the Charter Party which in the opinion of the Master is accessible. On arrival at such loading port the Charterers shall declare forthwith, in writing, to the Master or Owners' agents, at such ports, either to cancel the Charter Party to the extent to which it is unfulfilled or to load a full and complete cargo at the loading ports named in the Charter Party, which, in the opinion of the Master, are accessible, completing, if necessary, at any other safe open port on the same coast and in the same country. In the event of the Charterers declaring to cancel the Charter Party to the extent to which it is unfulfilled the Vessel shall nevertheless have the right to fill up for Vessel's benefit at any port for any port or ports, whether in the course of the chartered voyage or not, but shall without undue delay deliver any part cargo which had previously been loaded under this Charter Party at its port of delivery or forward it thereto and there deliver it in accordance with this Charter Party. If all ports be in the opinion of the Master inaccessible the Charter Party shall forthwith be cancelled and the Owners shall advise the Charterers by telex. 587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
- 20.4 The Charterers' liability to supply cargo and to load shall not commence earlier than 48 hours after the navigation of lighters between the Shippers' wharf and/or quay and the Vessel is unimpeded by ice. 609
610
611
- 21. Strike Clause** 612
- 21.1 Wherever used in Clauses 21.1 to 21.8 the words >>relevant party<< shall mean the Charterers in respect of loading port(s), the Charterers where discharge is in accordance with Clause 9.2(c) and the Consignees where discharge is in accordance with Clause 9.2(a) and 9.2(b). The word >>strike<< when used in Clauses 21.1 to 21.9 shall include lockout, riot and civil commotion preventing the Vessel from being loaded or discharged. Laytime shall not count during the period of any strike preventing loading or discharging of the cargo. If the Vessel is carrying cargo for discharge at the loading port(s) such cargo shall have been discharged before the provisions of Clauses 21.1 to 21.8 apply. 613
614
615
616
617
618
619
620
621
- 21.2 In the event of strike(s) preventing or delaying the production or transport of the goods to the loading port(s) or affecting the loading of the cargo or any part of it at the time when the Vessel must start on or during her voyage to the loading port(s), the Owners may give the Charterers telex notification of their intention to cancel the Charter Party or to proceed to the loading port subject to the Charterers agreeing to the provisions of Clause 21.5. The Charterers shall, within one clear working day after receipt of such notification, declare by telex whether they are prepared as from the time of arrival of the Vessel to accept the provisions of Clause 21.5, failing which the Owners shall have the right to cancel the Charter Party without further notification. 622
623
624
625
626
627
628
629
630
631
632
633
634
- 21.3 In the event of strike(s) preventing or delaying the production or transport of the goods to a loading port, on or after arrival of the Vessel at the loading port, the Charterers shall have the right to keep the Vessel waiting, in accordance with the provisions of Clause 21.5. Subject to provision of telex notice from Owners in accordance with Clause 21.1, if such right is not exercised within one clear working day after the Vessel's arrival, or one clear working day after the subsequent occurrence of such strike(s), then the Owners shall have the option, by giving telex notice to the Charterers, to cancel the Charter Party to the extent of the cargo to be lifted at the loading port and the cargo to be lifted at other loading port(s), if they are affected by such strike(s). If, when exercising such option, part of the cargo has then already been loaded the Vessel must carry it to the discharging port(s) (freight payable on the loaded quantity only), having liberty to complete with other cargo on the way for Owners' account.. 635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
- 21.4 In the event of strike(s) at a discharging port preventing the discharge of cargo destined thereto, the relevant party shall on receipt of notice from the Owners requesting a liberty to divert, have the option at any time before the Vessel arrives at or off the discharging port to order the Vessel to a safe port where the cargo for the strike(s) affected port can be discharged. Cargo destined for discharging port(s) unaffected by strike(s) shall be discharged thereat and without liability. In the event of strike(s) at a discharging port preventing the discharge of cargo at the time the Vessel arrives or thereafter, the relevant party shall have the option, to be declared within one clear working day of receipt of telex notice from the Owners of their wish to divert, of keeping the Vessel waiting in accordance with the provisions of Clause 21.5 or of ordering the Vessel to a named safe port where the cargo can be discharged. Where the cargo has been delivered at a substituted port, all conditions of this Charter Party and Bill(s) of Lading issued pursuant hereto shall apply and the Vessel shall receive the same freight as if the discharge had been at the original discharging port. However, if the additional distance the Vessel has to travel to reach the substituted port after being ordered to divert, exceeds 100 nautical miles (calculated from the point where the Vessel is located to the substitute port, less the distance from where the Vessel is located to the original discharging port), then the freight (minus any loading and discharging costs included in the freight) on the cargo delivered thereat shall be increased in the same ratio as the excess distance is in proportion to the original voyage distance. 650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
- 21.5 If the Vessel is ordered to be kept waiting by the relevant party, in compliance with Clause 21.2 or Clause 21.3 or Clause 21.4 then, unless the Vessel is already on demurrage, which shall continue to be due in full in accordance with the provisions of Clause 7.6 or Clause 9.4 as appropriate, the following provisions shall separately apply at each loading and discharging port: 675
676
677
678
679
680
- (i) On arrival at the port no liability for compensation shall accrue for the first 6 running days after the expiry of one clear working day from the receipt of required notice from the Owners to the relevant party. 681
682
683
- (ii) Thereafter and for a period of up to 7 running days the relevant party shall pay to the Owners on the quantity stated in Box 18 compensation per running day or pro rata, equal to half the applicable demurrage rate. 684
685
686
687
- (iii) Thereafter the relevant party shall pay to the Owners on the quantity stated in Box 18 compensation per running day or pro rata, equal to the applicable demurrage rate. 688
689
690
- 21.6 The liability for compensation under Clause 21.5 shall not apply where the Vessel completes loading at the loading port or discharging at the discharging port within the time under Clause 21.5 (i) and within the laytime. 691
692
693
694
- 21.7 The relevant party shall have the right at any time while the provi- 695

sions of Clause 21.5 apply to nevertheless order the Vessel to depart to a substitute loading or discharging port, subject to the provisions of Clauses 21.3 and 21.4, but in any case the relevant party shall be bound to pay the accrued liability under Clause 21.5 at the time such an order is given.	696 697 698 699 700
21.8 If strike conditions cease and delivery by or to the relevant party is commenced before the expiry of the periods in Clauses 21.5(i) and 21.5(ii) but is subsequently prevented by further strike(s), the provisions of Clause 21.5 shall be reactivated but the time remaining under Clause 21.5(i) and then Clause 21.5(ii) shall be reduced by the cumulative period the previous strike(s) prevented delivery by or to the relevant party This provision shall continue to apply where the Vessel is subsequently ordered to a substitute port while the provisions of Clause 21.5 are in operation, but the time moving to the substituted port shall not count.	701 702 703 704 705 706 707 708 709 710
21.9 In the event of strike(s) by officers or crew of the Vessel and/or other employees of the Owners or any strike(s) caused by them, delay to the Vessel shall be for the Owners' account..	711 712 713
22. Lien	714
22.1 The Owners shall have an absolute lien on the cargo for freight, deadfreight, any charges arising under Clause 9.2(c), demurrage contribution payable under Clause 9.4(b), compensation under Clause 21 and average contribution due to them under this Charter Party, including the necessary cost of recovering same.	715 716 717 718 719
22.2 In case of disputes over items payable by the Charterers/Shippers/Consignees, the interested party shall have the option of providing the Owners with an acceptable letter of guarantee, in which event the Owners not to exercise lien on the cargo for such items. The letter of guarantee may provide that the undertaking contained therein becomes invalid if - within one year of its date of issue - the dispute has neither been settled amicably, nor submitted to court or arbitration.	720 721 722 723 724 725 726 727
23. Both to Blame Collision Clause	728
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 Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her Owners to the owners of said cargo 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 Owners. The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.	729 730 731 732 733 734 735 736 737 738 739 740 741 742
24. General Average and New Jason Clause	743
General Average shall be adjusted, stated and settled at the place as indicated in Box 25 according to the York-Antwerp Rules, 1994 or any modifications thereof, but if, notwithstanding the provisions specified in Box 25, the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply: >>In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Owners 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 Owners, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their 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 Owners before delivery.<<	744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762
25. Brokerage	763
Brokerage on the freight and deadfreight as stated in Box 26 is due by the Owners to the party named in Box 26.	764 765
26. Claims	766
Details of any claim under this Charter Party must be given within 18 months of the date of final discharge otherwise such claim shall be deemed to be waived.	767 768 769
27. Taxes and Dues	770
(a) <i>On Vessel</i> - The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.	771 772 773
(b) <i>On cargo</i> - The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.	774 775 776
(c) <i>On freight</i> - Unless otherwise agreed in Box 27 taxes levied on the freight shall be for the Charterers' account.	777 778
28. Law and Arbitration	779
28.1 This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party or Bill of Lading issued hereunder shall be referred to Arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactments thereof for the time being in force, one arbitrator being appointed by each party unless it is agreed to appoint a jointly nominated sole Arbitrator. In the absence of agreement to appoint a jointly nominated sole Arbitrator then, on the receipt by one party of the nomination in writing of the other party's Arbitrator, that party shall appoint their Arbitrator within 14 days, failing which the decision of the sole Arbitrator shall apply. If two Arbitrators properly appointed shall not agree they shall appoint an Umpire whose decision shall be final. For disputes where the total amount claimed by either party does not exceed the amount of 20,000 ECUs, the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.	780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796
28.2 If a place other than London is stated in Box 28 any dispute arising under this Charter Party shall be referred to arbitration at the place indicated in Box 28, subject to the law and procedure applicable there. The law of the place indicated in Box 28 shall govern this Charter Party.	797 798 799 800 801
29. Telex	802
Wherever the word >>telex<< appears in the Charter Party it shall be deemed to include telefax, telegram and other comparable methods of electronic communication.	803 804 805