


<p>Copyright, published by the Baltic and International Maritime Council (BIMCO), Copenhagen</p>	<p>RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) (To be used for trades for which no specially approved form is in force) CODE NAME: «GENCON»</p> <p style="text-align: right;">PART I</p>
<p>1. Shipbroker</p>	<p>2. Place and date Duisburg, 27th February 2006</p>
<p>3. Owners/Place of business (Cl. 1)</p>	<p>4. Charterers/Place of business (Cl. 1)</p> <p>Haeger & Schmidt International GmbH Vinckeweg 22 47119 Duisburg (Ruhrort) Vat-No. : DE 813 197 125</p> 
<p>5. Vessels's name (CL. 1)</p>	<p>6. GT / NT (CL. 1)</p>
<p>7. DWT all told on summer load line in metric tons (abt.) (Cl. 1)</p>	<p>8. Present position (Cl. 1)</p>
<p>9. Expected ready to load (abt.) (Cl. 1)</p>	
<p>10. Loading port or place (Cl. 1)</p>	<p>11. Discharging port or place (Cl. 1)</p>
<p>12. Cargo (also state quantity and margin in Owner's option, if agreed; if full and complete cargo not agreed state «part cargo» (Cl. 1)</p>	
<p>13. Freight rate (also state whether freight prepaid or payable on delivery)(Cl.4)</p> <p>€uroper metric ton intaken , F.I.O.S.</p>	<p>14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4)</p> <p>Freight is payable within 5 banking days after right and true delivery direct into owners nominated bank account, less commission. Bank charges, if any, to be for owners account. Charterers have the option to deduct estimated D/A both ends from freight</p>
<p>15. State if vessel's cargo handling gear shall not be used (Cl. 5)</p>	<p>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)</p> <p>_____</p> <p>(a) Laytime for loading</p> <p>_____</p> <p>(b) Laytime for discharging</p> <p>_____</p> <p>(c) Total laytime for loading and discharging</p>
<p>17. Shippers/Place of business (Cl. 6) to be advised</p>	
<p>18. Agents (loading) Cl. 6)</p>	
<p>19. Agents (discharging) (Cl. 6)</p>	
<p>20. Demurrage rate and manner payable (loading and discharging) (Cl. 7)</p>	<p>21. Cancelling date (Cl. 9)</p>
<p>23. Freight Tax (state if for the Owners' account (Cl. 13 (c))</p> <p>non</p>	<p>22. General Average to be adjusted at (Cl. 12)</p> <p>Hamburg</p>
<p>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)</p> <p>Arbitration in Hamburg on the basis of GMAA-Rules, German Law to be applied</p>	<p>24. Brokerage commission and to whom payable (Cl. 15)</p>
<p>(a) State maximum amount for small claims/shortened arbitration</p> <p>-----</p>	<p>26. Additional clauses covering special provisions, if agreed</p> <p>Clauses Nos. 20 to 38, both inclusive, as attached, to apply and form part of this Charter Party.</p>

<p>Signature (Owners)</p>	<p>Signature (Charterers)</p>
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PART II

«Gencon» Charter (As Revised 1922, 1976 and 1994)

1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9 and the party mentioned as the Charterers in Box 4 that: The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.	1 2 3 4 5 6	Seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	85 86 87 88
2. Owners' Responsibility Clause The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager. And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.	7 8 9 10 11 12 13 14	6. Laytime <i>(a) Separate laytime for loading and discharging</i> The cargo shall be loaded and discharged within the number of running days/ hours as indicated in Box 16, weather working, Saturdays, Sundays and holidays excepted, unless used, in which case time actually used shall count half. The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather working, Saturdays, Sundays and holidays excepted, unless used, in which event time actually used shall count half. <i>(b) Total laytime for loading and discharging</i> The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather working, Saturdays, Sundays and holidays excepted, unless used, in which event time used shall count	89 90 91 92 93 94 95 96 97 98 99
3. Deviation Clause The Vessel has liberty to call at any port or ports in any order, for any purpose, 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.	15 16 17 18 19 20 21 22 23 24 25 26 27	<i>(c) Commencement of laytime (loading and discharging)</i> Laytime for loading and discharging shall commence at 1400 hours, if notice of readiness is given up to and including 1200 hours, and at 0800 hours next working day if notice given during office hours after 1200 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19. If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime even if vessel is on demurrage. If, after inspection, the Vessel is found not to be ready in all respects to load discharge time lost after the discovery thereof until the Vessel is again ready to load/dischage shall not count as laytime. Time used before commencement of laytime not to count. <i>Indicate alternative (a) or (b) as agreed, in Box 16.</i>	100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121
4. Payment of Freight see Box 14 <i>(a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo.</i> <i>(b) Prepaid.</i> If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non returnable, Vessel and/or cargo lost or not. Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid. <i>(c) On delivery.</i> If according to Box 13 freight or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered. Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally. Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.	28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49	7. Demurrage Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice together with N.o.R. / S.o.F. In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby	122 123 124 125 126 127 128 129 130 131
5. Loading/Discharging <i>(a) Costs/Risks</i> The cargo shall be brought into the holds, loaded, and customarily trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners. The Charterers shall provide and lay dunnage material as required for the proper storage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed. <i>(b) Cargo Handling Gear</i> Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winchers required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage. On request the Owners shall provide free of charge cranesmen/winchmen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Cranesmen/winchmen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall always work under the supervision of the Master. <i>(c) Stevedore Damage</i> (see Clause 25) The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by stevedores. Such damage shall be notified as soon as reasonable possible by the Master to the Charterers or their agents and to their Stevedores, falling which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability. The Charterers are obliged to repair any Stevedore damage prior to completion of the voyage, but must repair stevedore damage effecting the Vessel's	50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	8. Lien Clause The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, and demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.	132 133 134 135 136
		9. Cancelling Clause <i>(a)</i> Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers shall have the option of cancelling this Charter Party. <i>(b)</i> Should the Owners anticipate that, despite the exercise of due diligence the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. Such option must be declared by the Charterers within 48 running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date. The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) of this Clause.	137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153
		10. Bills of Lading Bills of Lading shall be presented and signed by the Master as per the 'Congenbill' Bill of Lading form, Edition 1994, without prejudice to this Charter Party, or by the owners' agents provided written authority has been given by Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.	154 155 156 157 158 159 160 161 162 163

11. Both-to-Blame Collision Clause	164		247
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 the 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 contract.	165		248
12. General Average and New Jason Clause	166	17. War Risks ("Voywar 1993")	249
General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).	167	(1) For the purpose of this Clause the words:	250
If General Average is to be adjusted 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 the 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 cargo shippers, consignees or the owners of the cargo 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 cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said 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 cargo, shippers, consignees or owners of the goods to the Owners before delivery.)	168	(a) The "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	251
	169	(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warfare operations, 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 or 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.	252
	170	(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, 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 requirements.	253
	171	(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 though 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 in 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 fulfillment 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 through 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.	254
	172	(4) If 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.	255
	173	(5) The Vessel shall have liberty:-	256
	174	(a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destination, 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 direction;	257
	175	(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;	258
	176	(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;	259
	177	(d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;	260
	178	(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;	261
	179	(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 in a contrary direction to the ordinary or customary route.	262
	180	(6) If in compliance with any of the provisions of sub-clause (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.	263
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13. Taxes and Dues Clause (see Clause 33)	200		283
(a) On Vessel The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.	201		284
(b) On cargo The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.	202		285
(c) On freight Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.	203		286
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Agency	207		290
14. In every case the Charterers shall appoint their own Agents both at the port of loading and the port of discharging.	208		291
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15. Brokerage	210		293
A brokerage commission at the rate stated in Box 24 on the freight, dead-freight and demurrage earned is due by to the parties mentioned in Box 24.	211		294
In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnify for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed	212		295
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16. General Strike Clause	217		300
(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.	218		301
(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and 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 to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	219		302
(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.	220		303
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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 any time during the voyage or on vessel arrival or in case at any time after the vessels 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 either 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 exceed 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 GERMAN law and any dispute arising out of this Charter Party shall be referred to arbitration in HAMBURG in accordance with the terms / conditions of German Maritime Arbitration Association (GMAA) :

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.

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Additional Clauses to the Charter Party MV “ “ – dated:

20. Time for loading / discharging from Friday 17.00 hrs or day proceeding a local of legal holiday until 08.00 hrs Monday or day following a legal or local holiday, not to count unless used, in which case only actual loading/discharging time used to count half, or vessel being already on demurrage.	1 2 3 4 5	33. Vessel to be free of taxes / dues on cargo. All taxes / customary port charges normally levied on the vessel to be for Owners account. Expenses for shifting if ordered by port authorities to be for Owners account.	72 73 74 75
Time for loading/discharging to be non-reversible.	6	34. Lashing and securing to be done by Crew for Owners time and expenses with vessel's own lashing material. Unlashing has to be performed by crew before berthing at port(s) of discharge free of expense and risk to Charterers.	76 77 78 79
21. Vessel's hold(s) to be washed with fresh water, to be dry, clear and absolutely clean and free from smell and residues of previous cargoes and in every respect ready for the reception, loading and carriage of cargo fixed to Charterers'/Shippers' full satisfaction. Otherwise vessel will be deemed as not being accepted by charterers. Hatchcovers to be guaranteed absolutely watertight. Charterers/Shippers are entitled to conduct hose-test at any given time during the currency of this C/P. Any repairs and or sealing of Hatchcovers to be in Owners' time and for Owners account. All claims arising in connection with untight hatchcovers to be entirely for Owners account.	7 8 9 10 11 12 13 14 15 16	35. BIMCO Standard ISM-Clause, P&I Bunkering Clause and a Clause Paramount applying the Hague-Visby Rules shall be incorporated in this C/P.	80 81 82
22. Opening and closing of hatches in each port of call to be effected by ship's crew or to be paid for by Owners and time used not to count as laytime. Crew to open and close hatches whenever required by Shippers'/Receivers' or their agents (especially during inclement weather to protect the cargo).	17 18 19 20	36. Owners warrant that from the date of coming into force of the International Ship & Port Facility Security Code (ISPS), the vessel will fully comply with this code and vessel will carry a valid International Ship Security Certificate or an Interim International Ship Security Certificate on Board. Certificate to be valid for duration of the voyage. Owners shall indemnify Charterers for any and all loss, expense and / or damage and / or consequences resulting from partial or full non-compliance with this code. Any and all delays to the vessel resulting from such partial or full non compliance with this code shall not count as laytime or, if laytime has expired, as time on demurrage. Upon request Owners shall provide a copy of the relevant documents of compliance.	83 84 85 86 87 88 89 97 98 99 100 101
23. Overtime, if any, to be for account of party ordering same, but crew and officers' overtime to be always for Owner's account.	21 22	37. Owners to guarantee that the vessel is highest Lloyd's Register or equivalent and to be covered with a first class P+I Club. Owners guarantee insurance cover for the whole duration of this voyage including cover for cargo claims, if any.	102 103 104 105
24. Vessel to supply, free of expense to Charterers, light as on board for night work. Any time lost due to lack or deficiency of such to be deducted from laytime.	23 24 25	Owners confirm that all documents, certificates and papers necessary for the proper performance of the voyage, including all necessary and updated certificates essential for draft survey including sounding tables, hydrostatic curves and valid loadline certificates are in order and on board.	106 107 108 109 110
25. Owners/Master to be responsible for proper stowage, number of pieces/packages/bundles and/or units signed for. Master to co-operate with shippers regarding stowage of cargo in Bill of Lading lots.	26 27 28	38. Vessels description: MV « »	111
26. Owners / Master to give approx. notice on fixing and 48/24 hours definite notice to Haeger & Schmidt Int. GmbH and to agents at loading and discharging port. Should Owners or Master fail to give 24 hours definite notice in time at loading and discharging port, vessel shall be allowed to tender notice of readiness only 12 hours after arrival at respective port. Notice of Readiness to be presented during ordinary working hours, Monday to Friday 08.00/16.00 hrs. Notice of Readiness not to be tendered before commencement of laydays.	29 30 31 32 33 34 35 36	Flag : Year of built : Port of registry: IMO-No: GT/NT: Dwcc: cbft: Loa / Beam: Draft: Owners P&I Insurance:	112 113 114 115 116 117 118 119 120 121 122
27. Vessel will leave the berth as soon as loading / discharging operations finished and has to perform her voyage with utmost despatch. Master or Owners to inform Charterers immediately when the ship is making port of distress and to inform her arrival and departure there, stating the circumstances which led to calling at such port of distress.	37 38 39 40 41		
28. In case no Bill of Lading will be issued at loadport, loading manifests and / or Mates Receipt can be endorsed by master if required. Charterers will indemnify Owners and issue a letter of indemnity for the remarks. If the Charterers have not been informed accordingly the Bills of Lading will be signed "clean". The owners herewith give authority to Charterers or their agents to sign the Bills of Lading on behalf of master	42 43 44 45 46 47 48 49		
29. During the voyage and after arrival at port of discharge Master / Owners to inform Charterers immediately when they have reasons to believe that any damage to the cargo has occurred or when circumstances have arisen which may have to led to possible damage to the cargo.	50 51 52 53 54		
30. Tunnels, bulkheads, ladders, pipes, bilges and other provisions within vessel's holds to be sheltered against any stevedore damages, failing which Owners to be responsible for any consequences. Stevedores although appointed by Charterers, Shippers or Receivers or their agents to be under the direction and control of the Captain. All claims for damage allegedly caused by stevedores to be settled directly between Owners and Stevedores, Charterers only to assist. Master to notify Stevedores of damage, if any, in writing within 24 hours after occurrence, otherwise Stevedores not to be held liable.	55 56 57 58 59 60 61 62 63		
31. Any extra insurance on cargo owing to class, flag and / or ownership and any war risk insurance on the vessel to be for Owner's account and deductible from freight.	64 65 66		
32. It is expressly understood that the vessel draft may not be higher than allowed to reach and leave the berth of loading and discharging port, otherwise all accounts for lighterage to be for Owners account, under owner's risk and in Owner's time, without responsibility for Charterers / Shippers / Receivers.	67 68 69 70 71		