1. Shipbroker **J. Mueller Chartering GmbH** **Neustadtstraße 15** **26919 Brake** **Germany**	**RECOMMENDED** **THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE** **UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994)** **(To be used for trades for which no specially approved form is in force)** **CODENAME:"GENCON" Part I** 2. Place and date **Brake**, __.__.20__
3. Owners / Place of business (Cl. 1)	4. Charterers / Place of business (Cl. 1)
5. Vessel's name (Cl. 1)	6. GT/ NT (Cl. 1)
7. DWT all told on summer load line in metric tons (abt.) (Cl. 1)	8. Present position (Cl. 1)
9. Expected ready to load (abt.) (Cl. 1)	
10. Loading port or place (Cl. 1)	11. Discharging port or place (Cl. 1)
12. Cargo (also state quantity and margin in Owners' option, if agreed: if full and completed cargo not agreed state " part cargo" (Cl. 1) **… in blk, stw abt w.o.g.**	
13.Freight rate (also state whether freight prepaid or payable on delivery) (Cl.4)	14. Freight payment (state currency and method of payment: also beneficiary and bank account) (Cl. 4)
15. State if Vessel's cargo gear shall not be used (Cl. 5)	16. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b). If total laytime for load. and disch. , fill in c) only) (Cl. 6)
17. Shippers/Place of business (Cl. 6)	a) Laytime for loading **hrs pwwd of 24 consec hrs, sshex, eiu, non rev**
18. Agents (loading) (Cl. 6)	b) Laytime for discharging **hrs pwwd of 24 consec hrs, sshex, eiu, non rev**
19. Agents (discharging) (Cl. 6)	c) Total laytime for loading and discharging
20. Demurrage rate and manner payable (loading and discharging) (Cl. 7) **EUR ,-- pdpr fd bends**	21. Cancelling date (Cl. 9) **Laydays & Cancelling date**
	22. General Average to be adjusted at (Cl. 12) **Hamburg**
23. Freight Tax (state if for the Owners' account (Cl. 13 (c))	24. Brokerage commission and to whom payable (Cl. 15)
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) **German substantive law to apply, arbitration in Hamburg**	
(a) State maximum amount for small claim/shortened arbitration (Cl. 19)	26. Additional clauses covering special provisions, if agreed. **Clauses 20-66**

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

Signature (Owners)	Signature (Charterers)

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.

***or safely aground [see Cl. 23]**

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.~~

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.

4. Payment of Freight [see Cl. 48]

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

~~(b) *Prepaid*. 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 lost. 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.~~

~~(c) *On delivery*. 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.~~

5. Loading/Discharging

(a) Costs/Risks

The cargo shall be brought into the holds, loaded, stowed and/or 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 all dunnage material as required for the proper stowage 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.

(b) Cargo Handling Gear

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/winches 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 cranemen/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. Cranemen/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.

(c) Stevedore Damage **[see Cl. 52]**

~~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 reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing 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 affecting the Vessel's 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.~~

6. Laytime [see Cl. 26]

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

The cargo shall be loaded within the number of ~~running~~ days/hours as indicated in Box 16, weather ~~permitting~~ **working**, **Satudays**, Sundays and holidays excepted, ~~unless~~ **even if** used, in which event time used shall **not** count.

The cargo shall be discharged within the number of ~~running~~ days/hours as indicated in Box 16, weather ~~permitting~~ **working**, **Saturdays**, Sundays and holidays excepted, ~~unless~~ **even if** used, in which event time used shall **not** count.

~~* *(b) Total laytime for loading and discharging*~~

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

(c) Commencement of laytime (loading and discharging)

~~Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 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.~~

~~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/discharge shall not count as laytime.~~

~~Time used before commencement of laytime shall count.~~

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

7. Demurrage [see Cl. 51]

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.~~

~~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.~~

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, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.

9. Cancelling Clause

(a) 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.

~~(b) 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.~~

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.

11. Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the 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 contact.

12. General Average and New Jason Clause

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).

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.".

13. Taxes and Dues Clause

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

14. Agency

In every case the ~~Owners~~ **Charterers** shall appoint their own Agent both at the port of loading and the port of discharge.

15. Brokerage

A brokerage commission at the rate stated in Box 24 on the freight, dead-freight and demurrage earned is due to the party mentioned in Box 24.
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 indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.

16. General Strike Clause

(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.
(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.
(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.

17. War Risks ~~("Voywar 1993")~~ [see Cl. 59]

~~(1) For the purpose of this Clause, the words:~~
~~(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~~
~~(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all Vessels or imposed selectively against Vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.~~
~~(2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.~~
~~(3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been~~

carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

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

(5) The Vessel shall have liberty:-

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

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

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

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

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

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

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

18. General Ice Clause

Port of loading

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

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

(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.

Port of discharge

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

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

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

19. Law and Arbitration [see Cl. 63]

* (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.

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

* (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and should any dispute arise out of this Charter Party, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc..

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

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

(d) If Box 25 in Part 1 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 1, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.*

Cl. 20 (Vessels Description)
Description of the Vessel to be included in fixture recap.

Cl. 21 (Fitness Clause)
The Vessel is guaranteed to be grain fitted and to have on board all necessary documentation including Grain Certificate and Stability Calculations which to be produced by the Owners upon request at load or discharge port.

Vessel's holds/hatches/bulkheads/etc to be absolutely watertight and fit for carriage of the intended cargo. Should for whatever reason Owners wish to use additional sealing/tightening/etc in any way, then Owners to advise Charterers beforehand, and same to be for owners time and account.
In any case Owners are under no circumstances allowed to use styro foam (or similar) anywhere in/near/around the holds/hatches/bulkheads/etc.

Cl. 22 (Port/Berth Restrictions)
Owners have verified themselves about any restrictions prevailing at the nominated ports/berths/anchorages both ends and confirm it's suitabilty for the Vessel.

Cl. 23 (Naabsa)
Notwithstanding Cl. 1, the Vessel may be not always afloat but safely aground.

Cl. 24 (Loading and Discharging)
The cargo to be loaded, stowed and to be discharged as per Cl. 5, both per weather working day of 24 consecutive hours, free of risk, liability and expense to the vessel. Time for loading and discharging to be non reversible.

Cl. 25 (NOR)
Notice of Readiness not to be given before commencement of laydays stated in box 21 and not to be given in excepted loading/discharging periods. Owners/Master to give 72/48/36/hrs approx notice and 24 hrs def. notice to Charterers' agents by Tlx/Fax/Cable/VHF or Email.

Vessel's written notice of readiness to load and/or discharge shall be tendered by hand or via email at the offices of Shippers/Charterers/Receivers or their Agents between 08.00 and 17.00 hours on all days except Saturdays, Sundays and Holidays. Such notice of readiness shall be delivered when Vessel is at the loading or discharging berth and in all respects ready to load/discharge.

Only when the loading and/or discharging berth is unavailable, Master may warrant that the Vessel is in all respects ready to load or discharge and may tender a notice of readiness to load and/or discharge from any usual waiting place, whether in port or not, whether in berth or not, whether custom cleared or not, whether in free practique or not.

Persönlich haftende Gesellschafterin:
J. Müller Chartering GmbH
Eingetragen:
Amtsgericht Oldenburg, HRB 222113

Geschäftsführung:
Karsten Bolles, Clemens Sommerfeld

Commerzbank AG
IBAN: DE57 2904 0090 0304 7511 00
BIC: COBADEFFXXX

Landessparkasse zu Oldenburg
IBAN: DE92280501000096097266
BIC: SLZODE22XXX

Cl. 26 (Laytime)
Laytime shall commence next working day at 08.00 hours if notice of readiness to load and/or discharge is validly tendered. Time used before commencement of laytime shall not count. Time from Friday 17.00 hours or 17.00 hours on day preceding a legal holiday, until 08.00 hours on Monday or 08.00 hours on the next working day following a legal holiday, not to count as laytime, even if used, unless vessel is already on demurrage.

Charterers, Shippers and Receivers have the option to load or discharge the vessel during excepted periods but time so used not to count as laytime.

Any delays caused by ice, floods, quarantine, strong wind, swell, rain, snow or by cases of "force majeure" defined as per BIMCO Force Majeure Clause 2022 shall not count as laytime unless the Vessel is already on demurrage.
These periods will be included in the statement of facts (SOF) which to be considered conclusive for the purpose of the laytime calculation under the Charter party.

Time used for moving from place of waiting to the loading-/discharging berth shall not count as laytime even if Vessel already on demurrage.

Cargo operations performed during notice time shall not count as laytime, both ends.

Weather hindrances outside working times not to count as laytime.

If the loading or discharging berth is occupied and the Vessel is waiting for loading- or discharging berth, time lost waiting does not count as laytime if the vessel occupying berth in question is actually prevented from working/sailing due to weather conditions.

Time lost due to strike(s) or lock out(s) in load or discharge port(s) to count as half laytime or half time on demurrage.

Ballasting / de-ballasting before loading / discharging not to count as laytime.

Cl. 27 (Special Delay)
When delays occur and/or demurrage shall be incurred at ports of loading and/or discharge by reason of breakdown of machinery or equipment in or about the plant of shipper or receiver of the cargo / site of the stevedore, such delays shall count as half laytime even when on demurrage.

Cl. 28 (Waiting for Berth)
Time waiting for berth to count as laytime, excluding saturday, sundays, holiday and all periods excepted from loading- or discharging time in this Charter-Party, unless vessel already on demurrage.

Cl. 29 (Multiple Loading/Discharging Berths)
Charterers to have the option to use one or two loading/discharging berth(s). Shifting time between the berths not to count as laytime, all shifting expenses involved to be for Owners account.

Waiting berth(s), if any to be for Owners account.

Shifting time from roads to loading-/discharging-/waitingberth not to count as laytime, same to be considered as continuation of the voyage, even if already on demurrage.

Cl. 30 (Opening and Closing of Hatches)
Opening and closing of the hatches before or after loading and during loading or discharging operations to be done in Owners time, under Owners responsibility, at Owners risks and for Owners account.

Cl. 31 (Cargo Separation)
If multiple commodities/grades to be loaded, same always to be separated by vessels holds and/or bulkheads. No admixture of commodities/grades allowed.

Cl. 32 (Notice of Quantity)
Not later than 24 hrs prior to vessel's ETA at loadport the Owners or Master has to give both the Charterers and the Shippers (or their agents) notice of the exact quantity of cargo required by vessel (it is understood that such quantity will be based upon declared stowage factor).

Cl. 33 (Deadfreight)
Deadfreight, if any, to be claimed by master upon completion of loading, by means of Letter of Protest stating deadfreight quantity. Document to be duly signed and stamped by vessel's master.

If Owner cannot load the agreed amount of cargo due deviations in the stowage factor of the cargo provided by Charterer, Owner shall have no claim for lost freight if difference between quantity agreed and actual loaded is 5% or less. For the difference in cargo exceeding 5%, Owner shall be entitled to claim deadfreight.

Cl. 34 (Means of Loading/Discharging)
Means of loading and discharging, in particular whether spout-, grab- or conveyor belt, in Charterers option. Owner to facilitate loading/discharging by shifting and warping the Vessel alongside the berth(s) in Charterers option. Shifting/warping the Vessel alongside the loading-/discharging berth(s) without expenses for the Charterer notwithstanding Cl. 5.
Time used for shifting/warping alongside loading-/discharging berth(s) to count as laytime.

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Amtsgericht Oldenburg, HRB 222113

Geschäftsführung:
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Cl. 35 (Overtime)
Overtime to be for account of party ordering same, including costs of Stevedores and all expenses incurred on shore, but owners already providing free of all charge all vessels facilities of service of Officers and crew, regardless of who orders the overtime.

Cl. 36 (Importer/Barge Delay)
Charterers option to load the cargo ex importing vessel/barge (board/board, via silo or via quay). In case this option is exercised and importing vessel/barge suffers an accident or is delayed or lost, the Charterers to have the option to cancel this Charter-Party and the owners to be informed hereof immediately. If such cancellation will be executed by Charterers, no freight or deadfreight can be claimed by Owners.

Cl. 37 (Cargo Exclusions – last 12 Months)
Vessel not to have carried meat and bone meal, mammalian meal, animal fats, bloodmeal, dried plasma and any other blood products, hydrolized proteins, hoofmeal, hornmeal, meal from poultry waste, feathermeal, fishmeal, decalcium phosphate, gelantine as well as feedmixes, feed additives and premixes which contain such substances excluded within last 12 months.

Cl. 38 (Load Compartment Cleanliness Clause)
Vessels holds, hatches and hatch coaming to be properly swept, washed, dry and odorless, without loose rust and rust scales, free of any oily or greasy substance, without traces of any previous cargo, free from dead or alive insects and dead or living vermin, thus suitable for loading and transport of the goods described, clean subject to Shippers inspectors satisfaction.

Cl. 39 (Load Compartments Inspection Clause)
Loading Compartment Inspection ("LCI") will be carried out by an accredited and certified Control Organisation or an own loading inspector employed by a GMP+ certified participant, which will be appointed by and on account of Charterer, in accordance with GMP+ TS3.3 regulation (Supplementary GMP standard on the Inland waterway transport and short sea shipping of feed).
If cargo holds rejected, time from rejection until acceptance not to count even if on demurrage. Cargo battens and dunnage, if any, to be removed.

First and second inspection of Vessels hold(s)/hatch(es) to be for Shippers/Charterers account. If Vessel fails such inspection, all additional inspections to be for Owners account. Should the Vessel not be acceptable on the third inspection, Charterer has the option to cancel the Vessel without prejudice to Cl. 9.

Cl. 40 (Nature/Designation of the previous Cargoes)
Owner confirms that the Vessel didn't load any forbidden cargo according GMP+ and ICRT. To ensure same owners can check their prior cargoes, using the following link, where also stated the correct procedure of cleaning prior loading the cargo fixed herein.
Http://www.icrt-idtf.com/en/index.php?setlang=en

Owners to advise and describe the cleaning activities of loading compartments carried out prior loading of the cargo fixed herein to Charterers cargo surveyor once the Vessel is reported ready for the LCI (i.e.: by means of chemical cleaning, dry-cleaning or cleaning with water). The cleaning has to be done according to IDTF-Code.

Last 4 cargoes carried:
last:
before:
before:
before:

The correct declaration to Charterers of the last 4 cargoes is a condition of the contract. The goods are intended for the food and/or feed sector and specific requirements/regulations are in place accordingly. In case of incorrect declaration of the last 4 cargoes, Owners are fully liable for any and all consequences (including but not limited to loss of value of the cargo) and furthermore Charterers have the right to cancel the C/P.

Holds must not have been painted after discharging of the previous cargo.

Cl. 41 (Accessibility of Cargo Holds)
The Vessel is a single-decker and in every respect suitable and allowed to load/carry/discharge the cargo fixed by any means of grab-/ conveyor belt or spout loading/discharging in bulk only.

Owners warrant no bagging and/or lashing and/or strapping and/or securing required.

If for any reasons cargo has to be stabilized, bagging and/or lashing and/or strapping and/or securing to be for Owners time and expenses.

Owner warrants that loading of full and complete cargo will not require loading in inaccessible places. If nevertheless loading in inaccessible places becomes necessary (e.g. to maintain the stability of the Vessel), Owner will not commence loading without Charterers approval. Should any cargo be loaded in compartments or spaces inaccessible to Shippers or Receivers grabs/spouts then Owners are to be responsible for any additional costs incurred in loading or discharging the vessel. Any time lost as a result of such cargo being inaccessible to be added to the laytime or, if vessel is already on demurrage, to be deducted from time on demurrage.

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Cl. 42 (Bobcat/Bulldozer or similar)
Charterers/Shippers/Receivers have the option to use bobcat/bulldozer or similar equipment in vessels holds but only upto vessels maximum tanktop strength.

Cl. 43 (Leaving Berth)
In loading/discharging ports vessel to leave berth immediately after completion of loading/discharging. If vessel fails to comply with above Owners to be responsible for any costs incurred.

Cl. 44 (Lights and Gear)
Whenever required, Vessel shall supply free use of lights as on board but sufficient to carry on night work.
Provided the Vessel is described as geared, the Owners and the crew shall whenever required supply free use of all cargo handling gear on board, in good working order, with the necessary power, and of runners, ropes and slings as on board. Shore personnel shall be used to drive the gear, at Shippers/Charterers/ Receivers risk and account.
Any time actually lost on account of breakdown of Vessel's gear shall not count as laytime or time on demurrage, unless caused by shore personnel in which case laytime or time on demurrage shall count, and any stevedore standby time charges incurred thereby shall be for Owners account, however same to be limited to maximum one shift.

Cl. 45 (ITF)
Owners warrant that Vessel is fully ITF or equivalent fitted and that Vessel's crew is and always will be employed under the terms and conditions set by the ITF or equivalent. If during the currency of this Charter-Party the terms/conditions under which the crew is employed are not acceptable to the ITF or equivalent, any delays and/or costs arise thereby are for owners' account.
If vessel is not ITF fitted and owners refer to as "ITF equivalent fitted" instead, owners always have to verify themselves if the loading/discharging port(s) will actually accept any not ITF fitted but a said to be "ITF equivalent fitted" vessel.

Cl. 46 (ISM)
During the currency of this Charter Party, the Owners shall procure that both the vessel and the company (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant document of compliance (DOC) and safety management certificate (SMC) to the Charterers.
Except as otherwise provided in this charter party, loss, damage, expense or delay caused by failure on the part of the Owners or "the company" to comply with the ISM Code shall be for the Owners account.

Cl. 47 (Class, P+I, H+M, ISPS)
Vessel having highest class DNV-or equivalent, is fully P+I/H+M insured for the whole duration of the voyage, ITF fitted or equivalent and ISM certified. If applicable, Owner warrants Vessel to comply with the rules of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS-Code) otherwise as per official BIMCO-ISPS Clause, which is part of this fixture - binding for both parties, but ISPS dues at loading and/or discharging port, if any, charged by port authorities to be for Owners account. In case of any dispute with port authorities, same to be settled directly between Owner and them, without any recourse against Charterer.

Vessel shall not change ownership and/or class without Charterers written consent.

Cl. 48 (Freight Payment)
The freight is payable within 5 banking days after signing/releasing clean on board Bills of Lading being marked “freight payable as per C/P” via J. Müller Chartering GmbH less commissions only into Owners nominated bank account. The Charterers to have the option to use “Freight-Prepaid”- Bill of Lading. Same to be released immediately upon written bank confirmation that remittance has been effected.

Cl. 49 (Taxes, Dues, Charges/Surcharges)
Swedish fairway dues, if applicable, calculated on freight and/or cargo to be for Charterers/Shippers/Receivers account.
In German Port(s), quay weight, crane and tonnage dues always to be for Charterers account, incl. Kajegebühren and Kaibenutzungsgebühren.
Dock dues or river mooring dues, if any, to be for Owners account.
ETS (Emission Trading System) charges/surcharges or any synonym thereof always to be for owners account.

Cl. 50 (Extra Insurance on Cargo)
Extra Insurance on the cargo due to the Vessel's age and / or flag to be for Charterer’s account.

Cl. 51 (Demurrage)
Demurrage if any to be claimed by e-mail, to be received by Charterers latest 21 days after completion of loading/discharging operations in respective port of occurrence.
Claim for demurrage to be sent fully documented via email
with original Statement of Facts, Notice of Readiness and Laytime calculation.
Documents to be duly signed and stamped.

Cl. 52 (Stevedore damage)
The Stevedores, although appointed by the Charterers or Shippers or their agents, to be under the direction and control of the Captain. All claims for damages allegedly caused by the Stevedores to be settled directly between Owners and Stevedores. Master to notify Stevedores of damage, if any, in writing, within 24 (twentyfour) hours after occurrence. In case of no agreement between Stevedores and Owners for the damage allegedely caused by Stevedores, Owners ultimately keep Charterers responsible for the acts and defaults of the Stevedores.

Cl. 53 (Draft survey)
For the purpose of conducting a reliable draft survey, Owners warrant that the vessel shall have onboard:

1) a) Calibration scales for all tanks: ballast, freshwater, bunkers
   b) A displacement scale
2) Plimsoll marks amidships and draft on port and starboard sides fore-aft and amidships to be cut and marked on the steel plating or welded on.
3) vessel should not take on, pump out or switch from one tank to another ballast, fresh water or bunkers when a draft survey is carried out and without the draft surveyor's permission. All soundings to be effected in the presence of draft surveyor.
4) It should be avoided having ballast in one or more cargo compartments. If unavoidable, hold to be completely full, otherwise survey not to be started before hold is pumped out completely.
5) Vessel is not to arrive at a trim exceeding her ballast tank trim correction tables. Maximum allowed trim is 3M, however, trim to be reduced as much as possible.

Cl. 54 (Bills of Lading)
The master to sign Bills of Lading being marked ‘clean on board’ as per shore/elevators figures. In case cargo delivered requires remarks in Bill of Lading, the master to stop loading immediately and shippers to replace such cargo and supply sound cargo not requiring any remarks. Any time lost thereof to count as laytime.

Cl. 55 (Letter of indemnity)
In case the original Bill(s) of Lading is/are not available at the time of discharge or Charterers require the cargo to be discharged in another port, or Charterers require the Bill(s) of Lading to be split, or Charterers require to load or discharge during light rain, the Owners agree to discharge the cargo against a letter of indemnity in accordance with the applicable wording of the international group of P&I clubs, but without providing a bank guarantee. The letter of indemnity for discharge without presentation of original Bill(s) of Lading shall automatically become null and void against presentation of one out of three original Bills of Lading.

In any case, if original Bills of Lading are not available in the discharge port, owners never to allow discharge without Charterers clear written instructions to do so.

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Cl. 56 (BIMCO Bulk Shipping Quality Clause for Voyage Charter Parties 2000)
The Owners and the Charterers hereby agree that they shall make safety and quality considerations an integral part of their chartering activities. In particular, the Owners shall exercise due diligence:

(a) before and at the beginning of the voyage to make the Vessel seaworthy and in every way fit for the voyage and for the trade for which she is to be employed,

(b) throughout the currency of this Charter Party to ensure that the Vessel and her Master, officers and crew comply with the safety, health and other applicable laws and regulations of the Vessel's flag State and of the places where she trades necessary to secure the safe and unhindered loading of the cargo, performance of the voyage and discharging of the cargo.

Furthermore, the Vessel shall be:

(c) fully insured in respect of loss of or damage to cargo by a Protection and Indemnity Club or liability underwriter and the Owners shall provide, on request, evidence of such insurance,

(d) insured for Hull and Machinery and basic War Risks purposes,

(e) classed and the Owners warrant that this class shall be maintained throughout the currency of this Charter Party.

The provisions of this Clause shall be without prejudice to the other rights, obligations and defences of the Owners under this Charter Party including, where applicable, those of the Hague or Hague-Visby Rules.

Cl. 57 (BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005)
(a)(i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

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

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to

comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.

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

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

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

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

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

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

(e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

Cl. 58 (BIMCO Sanctions Clause for Voyage Charter Parties 2020*)
(a) For the purposes of this Clause:

"Sanctioned Activity" means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority.

"Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.

"Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.

(b) Owners warrant that at the date of this Charter Party and throughout its duration they, the registered owners, bareboat charterers, intermediate disponent owners, managers, the Vessel and any substitute are not a Sanctioned Party.

(c) Charterers warrant that at the date of this Charter Party and throughout its duration they and any subcharterers, shippers, receivers and cargo interests are not a Sanctioned Party.

(d) If at any time either party is in breach of subclause (b) or (c) above then the party not in breach may terminate and/or claim damages resulting from the breach.

(e) If performance of this Charter Party involves a Sanctioned Party or a Sanctioned Activity, without prejudice to any other rights that may be available in subclause (d) above:

(i) if loading has not commenced, Owners may cancel this Charter Party; or

(ii) if the voyage or the loading has commenced, Owners may refuse to proceed and discharge any cargo already loaded at any safe port or place of their choice (including the port or place of loading) in complete fulfilment of this Charter Party,

provided always that if this Charter Party provides that loading and/or discharging is to take place within a range of ports or places that do not involve a Sanctioned Party or a Sanctioned Activity, Owners must first request Charterers to nominate an alternative port or place and may cancel the Charter Party or refuse to proceed on the voyage only if such nomination is not made within forty-eight (48) hours after the request.

(f) If in compliance with subclause (e) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of this Charter Party.

(g) Charterers shall indemnify Owners against any and all claims brought by the owners of the cargo and/or the holders of bills of lading, waybills or other documents evidencing contracts of carriage and/or subcharterers against Owners by reason of Owners'

compliance with such alternative voyage orders or delivery of the cargo in accordance with subclause (e) above.

(h) Charterers shall procure that this Clause shall be incorporated into all sub-charters and bills of lading, waybills or other documents evidencing contracts of carriage issued pursuant to this Charter Party.

* This clause is not suitable for use in the container trades.

Cl. 59 (BIMCO War Risks Clause for Voyage Charter Parties 2025 (VOYWAR 2025))
(a) For the purpose of this Clause, the words:

(i) "Area" means any port, place, area or zone, waterway or canal;

(ii) "Insurance Costs" means:

(1) any additional war risks premiums; and/or

(2) costs of any (additional) kidnap and ransom insurances

in connection with War Risks for the Vessel to proceed to, through or remain in an Area exposed to War Risks;

(iii) "Owners" shall include the registered owners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel,

(iv) "War Risks" shall include any actual, threatened or reported:

War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; violent robbery; capture; seizure; acts of terrorists; acts of hostility; malicious damage and/or blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise), by any person, organisation, terrorist or political group and/or the government of any state or territory whether recognised or

not, which, in the reasonable judgement of the Master or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.

(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master or the Owners, performance of the Charter Party, or any part of it, may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party 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(s) nominated by the

Charterers, the Vessel, cargo, crew, or other persons on board the Vessel may be exposed to War Risks, the Owners shall by notice request the Charterers to nominate any other safe port(s) which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers have not nominated such safe port(s) within seventy-two (72) hours of receipt of notice of such requirement.

(c) The Owners shall not be obliged or required to continue to load cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing contracts of carriage for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed to or through or remain in an Area 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 or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks. If it should so appear, the Owners shall by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within seventy-two (72) hours of the receipt of such notice, the Charterers have not nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. If the discharge takes place at any port other than the contracted discharging port(s), the freight shall be adjusted based on the estimated time and/or expenses incurred or saved, as documented by the Owners. The additional or reduced adjusted freight shall be paid or reimbursed within seven (7) calendar days of the later of (1) receipt of the Owners' debit or credit invoice (as applicable) with supporting documents and (2) the bills of lading being issued. The Owners shall have a lien on the cargo for the adjusted freight.

(d) If at any stage of the voyage, before, during or after loading the cargo, it appears that, in the reasonable judgement of the Master or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks on any part of the route (including an Area) which is normally and customarily used in the contracted voyage, and the Owners elect an alternative route at any stage between the first load port and the final discharge port, the Owners shall give notice to the Charterers that this alternative route will be taken without prejudice to any right to cancel under subclause (b). In this event, the freight shall be adjusted based on the estimated time and/or expenses incurred or saved as a result of that alternative route, as documented by the Owners. The additional or reduced adjusted freight shall be paid or reimbursed within seven (7) calendar days of the later of (1) receipt of the Owners' debit or credit invoice (as applicable) with supporting documents and (2) the bills of lading being issued. The Owners shall have a lien on the cargo for the adjusted freight.

(e) (i) The Owners may effect War Risks insurance in respect of the Vessel and any insurances that Owners reasonably require in connection with War Risks and the annual premiums shall be for their account.

(ii) If the Vessel proceeds to or through or remains in an Area exposed to War Risks, the Charterers shall reimburse Insurance Costs to the Owners. If requested, the Owners

shall demonstrate that they have used reasonable endeavours to obtain appropriate cover and terms (including premium).

(iii) If the Vessel discharges all of her cargo within an Area subject to Insurance Costs, the Charterers shall further reimburse the Owners for the actual Insurance Costs paid from completion of discharge until the Vessel leaves such Area. The Owners shall leave the Area as soon as possible after completion of discharge.

(iv) The Owners shall notify the Charterers of Insurance Costs as soon as practicable and, if possible, before the Vessel enters an Area exposed to War Risks.

The Charterers shall only be obliged to reimburse Insurance Costs actually incurred by the Owners net of any applicable discount or benefit received for that voyage (such as any no claims bonus). Reimbursement by the Charterers shall be made within fifteen (15) days of receipt of the Owners' invoices and supporting documents.

(f) The Vessel shall have liberty:

(i) to comply with all orders, directions, recommendations or advice whatsoever, including but not limited to those concerning departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo or delivery, which are given by the government of the nation under whose flag the Vessel sails, or other government to whose laws the Owners are subject, or any other government of any state or territory whether recognised or not, organisation or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the requirements of insurers under the terms of the Vessel's insurance(s);

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

(iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to liability for carrying contraband cargo;

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

(vi) to leave an Area in which it is exposed to War Risks whether such risk existed at the time of entering the Area or occurred thereafter;

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

(g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of this Clause which are made under any bills of lading, waybills or other documents evidencing contracts of carriage.

(h) Anything done or not done in accordance with any of the provisions of this Clause, shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party and any contracts of carriage.

Cl. 60 (Fumigation)
Charterers have the liberty to fumigate the cargo for their account on board the vessel either during loading, or after completion of loading or before or during discharge and actual time used to count as laytime as per charter party. Master/Owners not to clause the Bills of Lading by reason of such fumigation. Crew to stay on board during fumigation provided local/health regulations permit. Alternatively, if crew refuse to stay on board although local/health regulation permit, owners to pay crew accomodation and expenses ashore and time lost due to this to be for owners account. Owners and Master confirm/certify that the vessel is in all respects capable and agreeable to 'in transit fumigation' with aluminium phosphine/fostoxin or other approved product. Master to be fully advised of fumigation method employed and to confirm understanding of all safety precautions.

Cl. 61 (Arrest)
If the vessel is arrested / sequested by default of owners or their servants and is unable to sail from the loading port and to proceed to the discharging port with all convenient speed, owners will take immediate corrective steps and will advise charterers immediately, failing with, all and any direct and proven losses and/or damages and/or consequences to be for owners account. Owners to be fully responsible for any costs, consequences, consequential damages and losses as a result of a detention of vessel by Port State Control such as, but not limited to carrying charges, extension penalties, stevedore standby times etc.

Cl. 62 (Mispresentation)
If any mispresentation or error has been made regarding the description of the vessel, her position, itinerary or previous cargoes, either before or after loading, the Owners are to be responsible for any resultant costs, consequences and damages which charterers may suffer.

Cl. 63 (Arbitration and governing Law)
All disputes arising out of or in connection with this contract or concerning its validity shall be referred to arbitration in Hamburg in accordance with the GMAA rules newest edition. German substantive law to apply. G/A Hamburg.

Cl. 64 (Incorporation of Standard Protective Clauses)
New Jason Clause, both to Blame Clause, P+I Bunkering Clause and Clause Paramount 1958 to be incorporated into this Charter-Party.

Cl. 65 (Relet)
Charterers have the right to relet all or part of this Charter Party, they remaining responsible for its due fulfillment.

Cl. 66 (Confidentiality)
All negotiating and details resulting in this fixture to be kept strictly private and confidential by all parties involved except where disclosure is required by law or applicable legal process pursuant to a government or court order.

Persönlich haftende Gesellschafterin:
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Eingetragen:
Amtsgericht Oldenburg, HRB 222113

Geschäftsführung:
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