

BIMCO STANDARD COAL AND ORE CHARTER PARTY CODE NAME: COAL-OREVOY PART I	
1. Shipbroker	2. Place and date of Charter Party
3. Owners (full style and address)	4. Charterers (full style and address)
5. Vessel's name and flag	6. Rate in tons per hour (load.) (Cl. 1(b)(iv))
7. Vessel's particulars (Cl. 1(b)(v))	8. Present position and prior commitments, if known (Cl. 2(b))
9. First layday (Cl. 2(a))	10. Expected load readiness date (Cl. 2(b))
11. Cancelling date (also state if other period of declaration of cancelling agreed) (Cl. 3(a))	12. Substitution (state "no" if not agreed) (Cl. 5)
13. Cargo / margin / lts or mts (Cl. 6)	
14. Advance notices (load and discharging) (State number of running days' notice to be given and to whom) (Cl. 7)	
15. Loading port(s) / berth(s) (Cl. 8(a))	16. Discharging port(s) / berth(s) (Cl. 8(b))
17. Notice time in running hours (load and discharging) (only to be filled in if agreed) (Cl. 9(b)(i))	
18. Laytime (if separate laytime for load and discharging is agreed, fill in a) and b); If total laytime for load and discharging, fill in c) only) (Cl. 9(b)(iv)) & 9(b)(v)) a) Laytime for loading b) Laytime for discharging c) Total laytime for loading and discharging	
19. Laytime exceptions (loading) (Cl. 9(c)(i))	20. Laytime exceptions (discharging) (Cl. 9(c)(i))

21. Demurrage rate (loading) (Cl. 9(e)(ii))	22. Demurrage rate (discharging) (Cl. 9(e)(ii))
23. Despatch money (load &/or discharging) (Optional; if agreed indicate rate of despatch money) (Cl. 9(e)(iii))	24. Freight tax (state whether for Owners' or Charterers' account) (Cl. 13(c))
25. Agents at loading port(s) (Cl. 14)	26. Agents at discharging port(s) (Cl. 14)
27. Freight rate per metric ton (state whether fully or partly prepaid) (Cl. 15)	28. Freight payment (currency and when/where payable; also state beneficiary and bank account) (Cl. 15)
29. General average shall be adjusted/settled at (Cl. 22)	30. Dispute Resolution (state 26(a) , 26(b) or 26(c) of Cl. 26 , as agreed; if 26(c) agreed state place of arbitration) (if not filled in 26(a) shall apply) (Cl. 26)
31. Brokerage commission and to whom payable (Cl. 27)	32. Numbers of additional clauses covering special provisions, if agreed

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I including additional clauses, if any agreed and stated in Box 32, and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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Sample Copy

PART II
“COAL-OREVOY” Standard Coal and Ore Charter Party

1. Vessel	1	of readiness to load on or before 23.59 hours on the	67
(a) The Owners shall exercise due diligence:	2	new cancelling date.	68
(i) before and at the beginning of the loaded voyage	3	(c) The Charterers shall in any event declare whether	69
to make the Vessel seaworthy and in every way	4	they exercise any option of cancelling under this Clause	70
fit for the voyage and for the trade for which the	5	no later than the time of the Vessel's readiness to load.	71
Vessel is employed;	6		
(ii) throughout the currency of this Charter Party to	7	4. Subletting, Assigning	72
ensure that the Vessel and her Master and crew	8	The Charterers shall have the liberty of subletting or	73
comply with all safety, health and other applicable	9	assigning this Charter Party to any individual or	74
laws and regulations of the Vessel's flag State and	10	company, but the Charterers shall always remain	75
of the places where she trades necessary to secure	11	responsible for the due fulfilment of all the terms and	76
the safe and unhindered loading of the cargo,	12	conditions of this Charter Party and shall warrant that	77
performance of the voyage and discharging of the	13	any such sublet or assignment to another party will	78
cargo.	14	not result in the Vessel being restricted in her future	79
(b) The Vessel shall be:	15	trading.	80
(i) classed as stated in Box 7 and the Owners	16		
warrant that this class shall be maintained	17	5. Substitution	81
throughout the currency of this Charter Party;	18	The Owners shall have liberty to substitute a Vessel,	82
(ii) fully insured in respect of loss of or damage to	19	provided that such substitute Vessel's main particulars	83
the cargo by a Protection and Indemnity Club or	20	and position shall be subject to the Charterers' prior	84
liability underwriter and the Owners shall provide,	21	approval, which is not to be unreasonably withheld,	85
on request, evidence of such insurance;	22	but the Owners under this Charter Party shall remain	86
(iii) insured for Hull and Machinery and basic War	23	responsible to the Charterers for the due fulfilment of	87
Risks purposes;	24	this Charter Party. This Clause shall not apply if "No"	88
(iv) suitable for mechanical loading of the cargo and	25	inserted in Box 12 .	89
capable of receiving the cargo at the rate (if any)	26		
specified in Box 6 and be suitable for grab	27	6. Cargo	90
discharge, failing which Clause (b) (iii) shall apply	28	(a) The Charterers warrant that unless otherwise	91
and the Owners shall reimburse the Charterers	29	specified in Part I, the cargo referred to in Box 13 is	92
any actual extra discharge costs;	30	non-hazardous and non-dangerous for carriage	93
(v) equipped to meet the technical requirements if	31	according to applicable safety regulations including,	94
and as specified in Box 7 .	32	but not limited to, IMO Code(s).	95
		(b) The Charterers shall have the right to ship parcels	96
2. First Layday, Present Position and Expected Load	33	of different qualities and/or for different receivers in	97
Readiness	34	separate holds within the Vessel's natural segregation	98
(a) Laydays shall not commence before 00.00 hours	35	and suitable for her trim provided that such parcels	99
on the date stated in Box 9 . However, notice of	36	can be loaded, carried and discharged without effecting	100
readiness may be given before that date and notice	37	the Vessel's seaworthiness. Other means of separation	101
time, if provided for in Box 17 shall run forthwith.	38	of different parcels may be specified in Part I.	102
(b) Present position of Vessel as per Box 8 .	39		
Commitments prior to commencement of this Charter	40	7. Advance Notices	103
are as per Box 8 . Expected load readiness as per	41	The Owners or the Master shall give notices of	104
Box 10 .	42	expected readiness to load/discharge as specified in	105
		Box 14 to the parties named therein and shall keep	106
3. Cancelling	43	those parties advised of any alteration in expected load/	107
(a) The Charterers shall have the option of cancelling	44	discharge readiness.	108
the Charter Party if the Vessel has not tendered notice	45		
of readiness to load on or before 23.59 hours on the	46	8. Port of Loading, Voyage, Port of Discharge	109
cancelling date stated in Box 11 .	47	(a) After completion of prior commitments as may	110
(b) Should the Owners anticipate that, despite the	48	be stated in Box 8 , the Vessel shall proceed to the	111
exercise of due diligence, the Vessel will not be ready	49	loading port(s)/berth(s) as stated in Box 15 .	112
to load by the cancelling date, they shall notify the	50	(b) The Vessel shall carry the cargo with due	113
Charterers thereof without delay stating the expected	51	despatch to the port(s)/berth(s) of discharge stated in	114
date of the Vessel's readiness to load and asking	52	Box 16 . If the Charterers have the right to order the	115
whether the Charterers will exercise their option of	53	Vessel to discharge at one or more ports out of several	116
cancelling the Charter Party, or agree to a new	54	ports named or within a specific range, the Charterers	117
cancelling date. The Charterers must declare such	55	shall declare the actual port(s) of discharge to be	118
option within 2 working days as applied at the	56	inserted in the Bills of Lading prior to the arrival of the	119
Charterers' place of business after the receipt of the	57	Vessel at the first port of loading.	120
Owners' notice. If the Charterers do not exercise their	58	(c) Unless the loading/discharging port(s)/berth(s) are	121
option of cancelling, then this Charter Party shall be	59	specifically mentioned herein, the Charterers warrant	122
deemed to be amended such that the seventh day	60	the safety of port(s)/ berth(s) nominated and that the	123
after the new readiness date stated in the Owners'	61	Vessel will be loaded and discharged always afloat.	124
notification to the Charterers shall be the new	62	(d) The Vessel shall be left in seaworthy trim for	125
cancelling date. The provisions of sub-clause (b) shall	63	shifting between berths and ports.	126
operate only once, and in case of the Vessel's further	64	(e) Unless otherwise agreed, loading and/or discharging	127
delay, the Charterers shall have the option of cancelling	65	at two or more ports shall be effected in	128
the Charter Party if the Vessel has not tendered notice	66	geographical rotation.	129

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9. Notices of Readiness, Laytime, Demurrage/Despatch Money	130	prevent the Vessel's loading, discharging or the shifting between loading/discharging berths of the Vessel; (3) if so provided for in Clause 16 .	198
(a) Notice of Readiness	131	(ii) Time shall not count as laytime or as time on demurrage whilst Vessel actually moving from waiting place whether at or off the port or from a lightening place off the port, until the Vessel is securely moored at the designated loading/discharging berth.	199
(i) At each port of loading and discharging notice of readiness shall be given to the Charterers or their Agents when the Vessel is in all respects ready to load/discharge at the loading/discharging berth. If the Vessel is a combination carrier, and has carried liquid cargo on its previous voyage, the Vessel shall possess a valid gas free certificate on tendering notice of readiness.	132	(iii) Time lost due to inefficiency or any other cause attributable to the Vessel, her Master, her crew or the Owners shall not count as notice time or as laytime or as time on demurrage to the extent that loading or discharging or the matters covered by sub-clause (d)(i) are thereby affected.	200
(ii) If a loading/discharging berth is not designated or if such designated berth is not available upon the Vessel's arrival at or off the port, notice of readiness may be given upon arrival at the waiting place at or off the port. However, if at the time the loading/discharging berth becomes available, the Vessel is prevented from proceeding to the berth due to her inefficiency, weather, tidal conditions, strikes of tugs or pilots or mandatory regulations applicable to the Vessel, time shall not count from that time until such hindrance(s) has (have) ceased.	133	(iv) If pursuant to Clause 10 (m) the Vessel has to vacate the loading/ discharging berth, notice time or laytime or time on demurrage shall not count from that time until she be in all respects ready to load/discharge and notification has been given to the Charterers accordingly.	201
(iii) Notice of readiness may be given on any day at any time.	134	(v) If due to the matters referred to in sub-clauses (c)(iii) or (c)(iv) , the Vessel loses her turn, such time shall count again only as from 24 hours after notification of the Vessel's new readiness has been given to the Charterers or when loading/discharging resumes whichever may be the sooner.	202
(b) Laytime	135	(d) Termination of Laytime	203
(i) The laytime shall commence when notice of readiness has been given and after expiration of notice time, if any, provided for in Box 17 . Should the Vessel arrive at the (first) loading port and be ready to load before the date stated in Box 9 , the Charterers shall have the right to start loading. The Charterers shall also have the right to load/discharge before the expiration of notice time. In either event, during such periods only time actually used shall count as laytime or as time on demurrage.	136	(i) Laytime/Demurrage shall stop counting on completion of: (a) loading/discharging at the relevant port, (b) cargo documentation and/or draft survey for determination of cargo weight, (c) repairs to stevedore damage under Clause 12(b) , whichever may be the later.	204
(ii) The notice time, if any, shall only apply at first or sole loading and discharging port, respectively.	137	(ii) If required, the Vessel shall leave the berth as soon as possible within her control on completion of loading/discharging, failing which the Charterers shall be entitled to proved damages. However, if the Vessel then has to wait for reasons (b) and/or (c) as per sub-clause (d)(i) , there must be a place available at which she can safely wait, and any extra expenses shall be for the Charterers' account.	205
(iii) If total laytime for loading and discharging has been agreed in Box 18 notice time, if any, at port of discharge shall be applied unless the Vessel is already on demurrage.	138	(e) Demurrage/Despatch Money	206
*) (iv) <u>Separate laytime</u> . - The cargo shall be loaded within the number of hours/days of 24 consecutive hours or at the average loading rate per day of 24 consecutive hours as stated in Box 18a). The cargo shall be discharged within the number of hours/days of 24 consecutive hours or at the average discharging rate per day of 24 consecutive hours as stated in Box 18b).	139	(i) Demurrage accrued under this Charter Party shall be considered as constituting liquidated damages for exceeding the laytime provided for herein. However, if the Vessel has been on demurrage for 15 days or more and no cargo has been loaded, the Owners shall have the option of cancelling this Charter Party. No claim which the Owners may otherwise have against the Charterers shall be prejudiced by the Owners exercising their option of cancelling.	207
*) (v) <u>Total laytime</u> . -The cargo shall be loaded and discharged within the number of hours/days of 24 consecutive hours stated in Box 18c).	140	(i) Demurrage shall be due and payable by the Charterers day by day at the rate specified in Boxes 21 and 22 and in the manner provided for in Box 28 .	208
(vi) In the case of loading and/or discharging at more than one berth, laytime shall run continuously as if loading/discharging had been effected at one berth only but without prejudice to sub-clause (c) .	141	(ii) Despatch money, if agreed upon in Box 23 , shall be paid promptly by the Owners to the Charterers at half the demurrage rate or as otherwise agreed upon in Box 23 for laytime saved in loading and/ or discharging.	209
(vii) Notwithstanding any other terms of this Charter Party, in any event laytime will start counting at the latest upon commencement of loading or discharging of the cargo from the Vessel.	142		210
*) Indicate alternative agreed in Box 18 .	143		211
(c) Suspension of Laytime	144		212
(i) Unless the Vessel is on demurrage, laytime shall not count (1) during periods excepted as per Boxes 19 and 20 , unless used, in which case only time actually used shall count; (2) for the duration of bad weather or sea conditions which actually	145		213
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(b) If the Charterers have not nominated a suitable loading or discharging berth on the Vessel's arrival off the port, or if such berth should not be available, the Vessel is to wait at a suitable place at or off the port. The Charterers shall have the right to designate a safe waiting place, otherwise the Master shall choose a waiting place using due diligence to minimize extra shifting costs provided for in sub-clause (d) .	265 266 267 268 269 270 271 272	ordered by Port Authorities or any other Governmental Agencies, the Charterers to pay any extra expenses incurred. Officers' and crew's overtime charges always to be paid by the Owners.	333 334 335 336
(c) The Charterers shall have the right to load and/or discharge at two berths at each port or place subject to sub-clause (d) .	273 274 275	(m) In the event of loading/discharging being impossible due to inefficiency or any other cause attributable to the Vessel, her Master, her crew or the Owners and such impossibility continuing for more than three consecutive hours, the Charterers shall have the right to order the Vessel to vacate the berth and shifting from and back to berth shall be at the Owners' expense and time.	337 338 339 340 341 342 343 344
(d) <u>Shifting</u> . – Costs of shifting the Vessel between berths at port(s) of loading and port(s) of discharge, including bunkers, shall be for the Charterers' account. Other costs on board the Vessel including wages and officers' and crew's overtime charges to be for the Owners' account.	276 277 278 279 280 281	11. Bulk Carrier Safety Clause	345
(e) The Owners or the Master shall in due time prior to commencement of loading submit to the Charterers (or their nominees) at the loading port a loading plan which shall be based on a reasonable number of shiftings between hatches and also meet applicable rules and regulations, including IMO Code(s). The Charterers shall inform the Owners/Master of any special composition of cargo required in sufficient time to permit the Owners/Master to work out and submit such loading plan.	282 283 284 285 286 287 288 289 290 291	(a) The Charterers shall instruct the terminal operators or their representatives to co-operate with the Master in completing the IMO SHIP/SHORE SAFETY CHECKLIST (IMO Resolution A.862(20) – Code of Practice for the Safe Loading and Unloading of Bulk Carriers (BLU Code) Appendix 3) and shall arrange all cargo operations strictly in accordance with the guidelines set out therein.	346 347 348 349 350 351 352 353
(f) Prior to loading, the Vessel's holds shall be adequately cleaned for loading the contracted cargo.	292	(b) In addition to the above and notwithstanding any provision in this Charter Party in respect of loading/discharging rates, the Charterers shall instruct the terminal operators to load/discharge the Vessel in accordance with the loading/discharging plan, which shall be approved by the Master with due regard to the Vessel's draught, trim, stability, stress or any other factor which may affect the safety of the Vessel.	354 355 356 357 358 359
(g) The Charterers shall load and stow-trim the cargo as per the loading plan, free of any risk, liability and expense to the Vessel. Any extra trimming and/or levelling required by the Master or Owners shall be performed at the Owners' expense and any time lost thereby shall not count as laytime/demurrage. Discharging, including shovel cleaning, shall be effected by the Charterers free of any risk, liability and expense to the Vessel.	293 294 295 296 297 298 299 300 301 302	(c) At any time during cargo operations the Master may, if he deems it necessary for reasons of safety of the Vessel, instruct the terminal operators or their representatives to slow down or stop the loading or discharging.	360 361 362 363 364 365 366
(h) <u>Warping</u> . – The Vessel shall warp, as reasonably required by the Charterers, solely for the purpose of making any hatch or hatches available to the loading/discharging appliances at that berth, and costs on board the Vessel including bunkers, wages and officers' and crew's overtime charges shall be for the Owners' account. However, the costs of any necessary outside services shall be for the Charterers' account. Laytime or time on demurrage shall not be interrupted thereby.	303 304 305 306 307 308 309 310 311 312	(d) Compliance with the provisions of this Clause shall not affect the counting of laytime.	367 368
(i) The Vessel shall work day and night and during any time as may be excepted as per Box 19 and Box 20 , as required by the Charterers.	313 314 315	12. Stevedore Damage	369
(j) The Vessel shall, at her own risk and expense, open and close hatches prior to and after loading/discharging and also during loading/discharging as may be required by the Charterers to protect the cargo, provided local shore regulations permit. If same, however, is not permitted by local shore labour regulations, shore labour is to be employed by the Charterers at their risk, liability and expense. The Vessel shall furnish and give free use of sufficient light for deck and holds, as on board.	316 317 318 319 320 321 322 323 324 325	(a) The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores at both ends. Such damage, as soon as apparent, shall be notified immediately by the Master to the Charterers or their port agents and to their Stevedores. The Owners/Master shall endeavour to obtain the Stevedores' written acknowledgment of the damage caused.	370 371 372 373 374 375 376 377
(k) The Charterers shall have the right to order the Vessel to leave without having loaded a full cargo, always provided that the Vessel be in seaworthy condition and that the Charterers pay deadfreight according to Clause 15(f) .	326 327 328 329 330	(b) Stevedore damage affecting seaworthiness or the proper working of the Vessel and/or her equipment shall be repaired without delay before the Vessel sails from the port where such damage was caused and shall be paid for by the Charterers. Other repairs shall be done before the completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties. All costs of such repairs shall also be for the Charterers' account and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	378 379 380 381 382 383 384 385 386 387 388
(l) Overtime for loading and discharging to be for the account of the party ordering the same. If overtime be	331 332	13. Dues, Taxes and Charges, Extra Insurance	389
		(a) <u>On the Vessel</u> . – The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.	390 391 392 393
		(b) <u>On the cargo</u> . – The Charterers shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading/discharging, howsoever the amount thereof may be assessed.	394 395 396 397

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(c) <u>On the freight.</u> – Taxes levied on the freight shall be paid by the Owners or the Charterers as agreed in Box 24 .	398	quantity. The Owners/Master shall be entitled to Clause Bills of Lading for any deadfreight due. If the Shippers/ Suppliers state in writing that no more cargo will be shipped, the Owners shall not need to have any such statement confirmed by the Charterers.	464
(d) <u>Extra Insurance.</u> – Any extra insurance on cargo actually paid by the Charterers owing to Vessel’s age, class, flag or ownership shall be for the Owners’ account and may be deducted from the freight. The Charterers shall furnish evidence of payment supporting any such deduction. Unless a maximum amount has been agreed in Part I, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.	399 400 401 402 403 404 405 406 407 408 409 410		465 466 467 468
14. Agents	411	16. Strike and Other Hindrances	469
At the port(s) of loading the Vessel shall be consigned to the Agents as stated in Box 25 and at the port(s) of discharge to the Agents as stipulated in Box 26 , the Owners always paying the customary fees.	412 413 414 415	(a) If there is a strike or lock-out or any other cause referred to in Clause 24 (hereinafter the “hindrance”) 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 hindrance. 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.	470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485
15. Freight	416	(b) If there is a hindrance 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 hindrance is at an end against paying half demurrage after expiration of the time provided for discharging until the hindrance has come to an end 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 a hindrance. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the hindrance 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.	486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507
The freight at the rate stated in Box 27 shall be calculated on intaken quantity.	417	(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of hindrances preventing or affecting the actual loading or discharging of the cargo.	508 509 510 511 512
(a) <u>Prepaid.</u> – If according to Boxes 27 or 28 freight is to be paid on shipment, it shall be deemed earned and non-returnable Vessel and/or cargo lost or not lost. Bills of Lading showing “Freight prepaid” or the like shall not be released until the freight has been duly paid.	418 419 420 421 422 423 424	17. General Ice Clause	513
(b) <u>After shipment.</u> – If according to Box 28 freight shall be payable within a number of days after shipment, the freight shall be deemed earned as per sub-clause (a) . In such case Bills of Lading shall not be endorsed “Freigh(f) t prepaid” or the like, unless the freight has been paid.	425 426 427 428 429 430	The Vessel shall not be obliged to force ice but, subject to the Owners’ approval and having due regard to its size, construction and class, may follow ice-breakers when reasonably required.	514 515 516 517
(c) <u>Partly on Delivery.</u> – If according to Boxes 27 or 28 a percentage of the freight shall be payable as per sub-clauses (a) or (b) the balance shall be paid as per sub-clause (c) . However, in such case the total freight shall be deemed earned as per sub-clause (a) and the Charterers shall not have the option referred to in sub-Clause (d)(i) .	431 432 433 434 435 436 437	(a) <u>Port of Loading</u>	518
(d) <u>On Delivery.</u> – If according to Boxes 27 or 28 freight is payable at destination or on right and true delivery of the cargo, it shall not be deemed earned until the cargo is thus delivered.	438 439 440 441	(i) If at any time after setting out on the approach voyage the Vessel’s passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port. If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the Charter Party were accessible or declare that they cancel the Charter Party, the	519 520 521 522 523 524 525 526 527 528 529
(i) <u>On Delivered Weight.</u> – When the freight is payable on delivery of cargo the Charterers shall have the option of paying freight on delivered weight, provided such option be declared in writing before breaking bulk and the weight be ascertained by official weighing machine, otherwise by joint draught survey. The Charterers shall pay all costs incurred in connection with weighing or draught survey. The Owners shall be at liberty to appoint check clerks at their own expense.	442 443 444 445 446 447 448 449 450 451		
(e) <u>Deductions.</u> – The freight shall be paid in cash without discount in the manner described in Box 28 . The Charterers shall only be entitled to deduct from the freight undisputed despatch money and extra insurance, provided properly documented, as per Clause 13(d) .	452 453 454 455 456 457		
(f) <u>Deadfreight.</u> – If the Charterers fail to supply a cargo as specified in Box 13 , deadfreight shall be payable but the Charterers shall not be bound to supply cargo in excess of any quantity stated by the Owners as the Vessel’s capacity made available to the Charterers. The laytime shall be calculated on that	458 459 460 461 462 463		

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Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.	530 531 532 533 534		
(ii) f at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.	535 536 537 538 539 540 541 542 543 544 545 546 547 548 549		
(b) Port of Discharge	550		
(i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.	551 552 553 554 555 556 557 558 559 560		
If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.	561 562 563 564 565 566		
(ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.	567 568 569 570 571 572 573 574 575 576 577 578 579 580		
(iii) On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.	581 582 583 584 585 586 587 588 589		
18. War Risks (“Voywar 1993”)	590		
(a) For the purpose of this Clause, the words:	591		
(i) “Owners” shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and	592 593 594 595		
(ii) “War Risks” shall include any war (whether actual	596		
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.	597 598 599 600 601 602 603 604 605 606 607 608 609 610 611		
(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633		
(c) 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 Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.	634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664		

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<p>(d) 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.</p> <p>(e) The Vessel shall have liberty:-</p> <p>(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any 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;</p> <p>(ii) 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;</p> <p>(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and 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;</p> <p>(iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;</p> <p>(v) 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;</p> <p>(vi) 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.</p> <p>(f) If in compliance with any of the provisions of sub-Clauses (b) to (e) 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 Charter Party.</p>	<p>665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725</p>	<p>and for freight and demurrage incurred at port of discharge.</p> <p>20. Liberty</p> <p>The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for oil fuel supplies, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.</p> <p>21. Both-to-Blame Collision Clause</p> <p>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 Owners against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.</p> <p>22. General Average and New Jason Clause</p> <p>General Average shall be adjusted and settled at the place indicated in Box 29 according to the York/Antwerp Rules, 1994, or any modification thereof, but if, notwithstanding the provisions specified in Box 29, the adjustment is made in accordance with the law and practice of the United States of America, the following Clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, Owners are not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with Owners in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving Vessel is owned or operated by Owners, salvage shall be paid for as fully as if the said salving Vessel or vessels belonged to strangers. Such deposit as Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to Owners before delivery".</p> <p>23. Responsibilities</p> <p>(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Charter Party. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding</p>	<p>732 733</p> <p>734 735 736 737 738 739</p> <p>740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759</p> <p>760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785</p> <p>786 787 788 789 790 791 792 793 794</p>
<p>19. Lien</p> <p>(a) The Owners shall have a lien on the cargo for freight, deadfreight, demurrage and general average contribution due to them under this Charter Party.</p> <p>(b) The Charterers shall remain responsible for deadfreight and demurrage, incurred at port of loading</p>	<p>726 727 728 729 730 731</p>		<p>726 727 728 729 730 731</p>

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legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.	795	not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.	860
(b) When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Charter Party save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.	796	Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	861
(c) The Protocol signed at Brussels on 21 December 1979 (“the SDR Protocol 1979”) shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Charter Party.	797	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.	862
(d) The Owners shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.	798	*) (b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	863
24. Force Majeure	799	In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	864
Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, terrorism, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.	800	*) (c) This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	865
25. Bills of Lading	801	(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.	866
Bills of Lading shall be presented and signed by the Master as per the “COAL-OREVOYBILL” Bill of Lading form, always in accordance with Mate’s Receipts and without prejudice to this Charter Party, or by the 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.	802	In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:-	867
26. Dispute Resolution	803	(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the “Mediation Notice”) calling on the other party to agree to mediation.	868
*) (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	804	(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal (“the Tribunal”) or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.	869
The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does	805	(iii) If the other party does not agree to mediate, that	870
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fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.	929	sub-clause (a) of this Clause shall apply. Sub-clause (d) shall apply in all cases.	956
(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.	930	*) <i>Sub-clauses (a), (b) and (c) are alternatives; indicate alternative agreed in Box 30:</i>	957
(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.	931		958
(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.	932		959
(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.	933		
<i>(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)</i>	934	27. Brokerage	960
(e) If Box 30 in PART I is not appropriately filled in,	935	A brokerage commission at the rate stated in Box 31 on the freight, dead-freight and demurrage earned is due to the party mentioned in Box 31 .	961
	936	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.	962
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	945	28. Notices	970
	946	(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.	971
	947	(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	972
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