

BLACK SEA TIMBER CHARTER PARTY
FOR TIMBER FROM U.S.S.R. AND ROMANIAN BLACK SEA
AND DANUBE PORTS
CODE NAME: "BLACKSEAWOOD"

| | | | |
|--|--------------------------------------|--------------------------------------|---|
| 1. Shipbroker * | | 2. Place and date | |
| 3. Owners/Disponents (Cl. 1) * | | 4. Charterers (Cl. 1) * | |
| 5. Vessel's name (Cl. 1) * | 6. Class/Flag/Year of build (Cl. 1) | 7. GRT/NRT/Vessel's type (Cl. 1) * | |
| 8. Present position (Cl. 1) | | 9. Vessel's cargo capacity (Cl. 1) * | |
| 10. Hatch dimensions (Cl. 1) | | 11. Layday (Cl. 1) | |
| to be considered at loading port as <u>workable hatches</u> | | 12. Cancelling date (Cl. 1 and 34) | |
| 13. Advance notice (state number of running days) to be given to (Cl. 8) | | 14. Loading rate (Cl. 11) | |
| | | 15. Winch cost (Cl. 15) | |
| 16. Port of loading (Cl. 2) | | 17. Loading cost (Cl. 13) | 18. Shore appliances cost (Cl. 16) |
| | | 19. Demurrage rate (load.) (Cl. 18) | 20. Timber load. equaliz. charge (Cl. 19) |
| 21. Port of discharge (Cl. 4) | | 22. Discharging rate (Cl. 25) | |
| | | 23. Demurrage rate (disch.) (Cl. 28) | 24. Despatch money (disch.) (optional) (Cl. 29) |
| 25. Cargo (Cl. 2) * | | | |
| 26. Freight rate (Cl. 5) | | 27. Currency (Cl. 5) | |
| 28. Bankers (Cl. 5) | | 29. Freight beneficiary (Cl. 5) | |
| 30. General Average to be settled in (Cl. 42) | | 31. Arbitration in (Cl. 47) | |
| 32. Brokerage rate (Cl. 46) | 33. Brokerage to be paid to (Cl. 46) | | |
| 34. Consignee/Agent (Cl. 22) * | | | 35. Extra insurance, if any (Cl. 35) |
| 36. Numbers of additional clauses attached (Cl. 1) | | | |

1 It is hereby agreed between the Owners/Disponents indicated in Box 3 above (hereinafter referred to as Owners) of the good Vessel indicated 1
in Box 5 and with particulars as set out in Boxes 6, 7 and 10, of a cargo capacity as stated in Box 9, now in position as indicated in Box 8 and 2
expected ready to load under this Charter Party earliest on the layday indicated in Box 11 but latest on the cancelling date indicated in Box 12 3
and the party mentioned as Charterers in Box 4, that this Charter Party consists of Page 1 with boxes filled in as above, including possible additional 4
clauses as indicated in Box 36, and of Pages 2 to 4 with Clauses 2 to 47 of the "Blackseawood" Charter; that the carriage under this Charter 5
Party shall be performed against payment of freight and in accordance with these terms; that the typewritten provisions of Page 1 shall prevail 6
over the printed terms of Pages 2 to 4 to the extent of any conflict between them. 7

| | |
|----------------|--------------------|
| For the Owners | For the Charterers |
| | |

* See overleaf for Instructions

NOTICES

to be communicated as shown overleaf.

| | | | |
|--|---|--|--|
| 2. Port of Loading | 8 | 11. Loading Rate | 115 |
| The said Vessel - being in every respect fitted for the voyage - shall proceed to the port of loading inserted in Box 16, or so near thereto as she may safely get, and there load always safely afloat in customary manner as and where ordered by the Shippers or their Agents a cargo of Mill Sawn Timber as described in Box 25, the Owners having a margin of 7.5 per cent. more or less unless otherwise indicated in Box 25. | 9 10 11 12 13 14 15 | The cargo shall be loaded and stowed at the rate as stated in Box 14 per working day of 24 consecutive hours, weather permitting, time on Saturday and days preceding Holidays after 6 p.m. till 8 a.m. on Mondays or days after legal Holidays excepted, unless used, but if used time actually used to count. | 116 117 118 119 120 |
| 3. Deck Load | 16 | 12. Overtime | 121 |
| The Vessel shall be provided with a deck load at full freight as under, at Charterers' risk, not exceeding what she can reasonably stow and carry over and above her tackle, apparel, provisions and furniture. The Charterers, if required, to provide and erect uprights for Owners' account and the Owners to provide and secure lashings for deck cargo. | 17 18 19 20 21 22 | Overtime of the Vessel's officers and crew always to be for Owners' account. If loading during periods exempted from the laytime on order of port authorities such costs as may be incurred shall be equally shared between Charterers and Owners. | 122 123 124 125 |
| 4. Port of Discharge | 23 | 13. Cost of Loading | 126 |
| Being so loaded the Vessel shall therewith proceed with all convenient speed to the port(s) of destination mentioned in Box 21 as ordered on signing Bill(s) of Lading or so near thereto as she may safely get, and there deliver the cargo always safely afloat in customary manner alongside any wharf and/or craft as directed by the Consignees. | 24 25 26 27 28 29 | The Owners shall pay to the Charterers a loading cost as indicated in Box 17 per cubic metre calculated upon the quantity of cargo loaded in satisfaction of the cost of loading and stowing, the amount (unless otherwise agreed) being endorsed upon the Bill of Lading as an advance of freight. | 127 128 129 130 131 |
| 5. Freight | 30 | 14. Stevedores | 132 |
| The freight, as stated in Box 26, shall be paid by the Charterers on delivered quantity, in cash, in the currency shown in Box 27, through the Bank and to the Beneficiary as indicated in Box 28 and Box 29, respectively, as follows: - 90 per cent. (as calculated upon the quantity of cargo on board the Vessel upon arrival at destination) less brokerage and freight advance, if any, shall be paid upon Vessel's commencing discharge; - the balance of freight, adjusted to the quantity actually delivered, shall be paid after completion of discharge at (last) discharging port upon Owners presenting to Charterers or their Agents the outturn certificate and statement of facts concerning discharging port(s). The Owners or the Master shall advise the Charterers of Vessel's expected time of arrival at the (first) discharging port either 5 days before expected arrival or on departure from loading port, whichever is the later. | 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 | The stevedores at the port of loading shall be appointed by Charterers, but shall be under direction of the Master who shall remain responsible for the proper stowage of the cargo. | 133 134 135 |
| 6. Disbursements | 47 | 15. Winch Clause | 136 |
| The Owners shall put their Agents at loading port in funds, sufficient to cover the Vessel's ordinary disbursements, including costs of bunkers, provisions and cash to Master, if any, prior to Vessel's arrival but latest before Vessel's departure from the port of loading. <i>Freight advance</i> If required by the Owners, cash for Vessel's disbursements as above at loading port as well as loading cost to be advanced by the Charterers at mean current rate of exchange on the date of payment, subject to 2 per cent. to cover interest, insurance and other expenses. | 48 49 50 51 52 53 54 55 56 57 | The Owners shall provide for loading, if and when requested, winches which are to be in good working order and have a lifting capacity of at least 2 tons for vessels of 499 gross register tons and under, and at least 3 tons for other vessels (otherwise the agreed rate of loading to be reduced by 25 per cent.) and power to drive all winches simultaneously, also to provide free of expense to the Charterers slings, running gear, winchmen from crew during day and night, but the Master shall have liberty to employ winchmen from shore, the Owners paying the rate indicated in Box 15. | 137 138 139 140 141 142 143 144 145 146 |
| 7. Dues and Charges | 58 | 16. Shore Appliances | 147 |
| (a) On the Cargo. - The Shippers/Charterers shall pay all dues, taxes and charges on the cargo at the port of loading, and the Consignees/Charterers at the port of discharge. (b) On the Vessel. - The Owners shall pay all port dues, pilotage, towage and other charges and/or taxes customarily charged to the Vessel. | 59 60 61 62 63 64 | If the cargo is loaded by shore appliances the Owners shall pay the cost stated in Box 18 per cubic metre so loaded. | 148 149 |
| 8. Loading | 65 | 17. Shifting | 150 |
| <i>Advance notice</i> The Owners or the Master shall telegraph an advance notice as indicated in Box 13, stating the Vessel's and Charterers' name, date of this Charter Party, port of loading, kind of cargo, its quantity according to the Charter Party and the date of the Vessel's expected arrival at the port of loading. The Owners or the Master shall keep all the addressees telegraphically advised of any alteration in the date of the Vessel's expected arrival. Default under this clause shall not be considered a breach of the Charter Party. In the event of the Owners or Master giving a shorter notice than agreed in Box 13, the commencement of laytime shall be postponed by the time the notice falls shorter. Further the Owners or the Master shall telegraph definite 48 and 24 hours' notice to "EXPORTLES" (for Soviet ports) or to "EXPORT-LEMN" (for Rumanian ports) at the port of loading stating the Vessel's and the Charterers' name and the probable time of the Vessel's arrival. | 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 | At the request of the Charterers/Shippers the Vessel shall shift to a second loading berth in the same port, all shifting expenses being for Charterers/Shippers' account and time used in shifting counting as laytime. However, all Vessel's expenses for crew and crew's overtime, fuel oil, etc. to be for Owners' account. | 151 152 153 154 155 |
| 9. Notice of Readiness | 84 | 18. Demurrage | 156 |
| Written notice of readiness (whether tendered by hand, by telegram or by wireless) to receive the entire cargo stating the quantity of the cargo required shall be given by the Master or on his behalf by ship's Agent to the Shippers or their representatives within ordinary office hours (Saturday to be considered as an ordinary office working day) after arrival at loading port whether the Vessel is at or off the port or in berth or not. The notice not to be given before the Vessel is in all respects ready to receive the entire cargo under this Charter Party. | 85 86 87 88 89 90 91 92 93 | If the Vessel be detained beyond her loading time demurrage shall be paid by the Charterers at the rate as stated in Box 19 per day or pro rata for any part of a day. | 157 158 159 |
| 10. Commencement of Laytime | 94 | 19. Timber Loading Equalization Charge | 160 |
| The laytime to commence to count from 14.00 hours on the same day if notice of readiness is given before noon and from 06.00 hours on the following working day if notice of readiness is given after noon. If loading is commenced before the commencement of laytime, time actually used shall count in this period. <i>Subsequent port(s)</i> If the Vessel be directed for loading to further port or ports the laytime at subsequent port(s) shall count upon arrival of the Vessel immediately after notice of readiness has been given at any time of a day. <i>Waiting for berth</i> Should the Vessel be prevented from entering port, harbour, dock or berth or from arriving at or off the loading port by any reason other than weather, tidal conditions or inefficiency of the Vessel, the Vessel shall be regarded as if ready for loading, and time shall count as above and in accordance with the following Clause 11. The time occupied in moving to the loading berth shall not count. If the Vessel after berthing is not found ready in all respects, the actual time lost until she is in fact ready shall not count as laytime. | 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 | The Owners shall pay to the Shippers at the port of loading a timber loading equalization charge as stated in Box 20 per cubic metre on the Bill of Lading quantity. The amount to be paid together with Vessel's disbursements. | 161 162 163 164 |
| | | 20. Bills of Lading | 165 |
| | | The Charterers shall present the Bills of Lading and other cargo documents to the Master for signing within a reasonable time which is not to exceed 6 running hours after completion of loading. The Bills of Lading shall be signed as per "Blackseewoodbill" Bill of Lading form. The Owners shall be responsible for the number of pieces signed for by the Master or his duly authorised Agents but the Owners shall not be responsible for any cargo which is lost or destroyed while lying alongside the Vessel in lighters or on quay waiting shipment even if receipted for by the Master or Owners' Agents. In case of any such loss or destruction the Master shall furnish proof thereof. If packaged wood is shipped, the Master shall only sign for the number of packages. The Owners shall not be responsible for broken packages, unless due care is not taken either in loading and/or discharging. The Master shall be obliged to sign more than one set of Bills of Lading. Further, the cargo shall be sent alongside the Vessel in such manner as to enable the Master to keep separate the cargo under each Bill of Lading. | 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 |
| | | 21. Disputes | 186 |
| | | Any dispute arising at the port of loading shall be settled before signing Bills of Lading. Otherwise a written notice of claim to be handed to the Charterers/Shippers or their Representatives before signing Bills of Lading. If such notice has not been given before signing Bills of Lading the Owners shall not be entitled to exercise any lien on the cargo in respect of such claim. | 187 188 189 190 191 192 193 |
| | | 22. Discharging | 194 |
| | | <i>Notice of arrival</i> The Master shall telegraph to the Consignees or their Agents mentioned in Box 34 on Vessel's sailing from the port of loading stating Vessel's name, quantity of cargo loaded and the date of expected arrival at the port of discharge. The notice of expected time of Vessel's arrival at the port of discharge shall also be given by the Master 24 hours prior to Vessel's arrival. | 195 196 197 198 199 200 201 |
| | | 23. Notice of Readiness | 202 |
| | | Written notice of readiness (whether tendered by hand, by telegram or by wireless) to discharge the entire cargo shall be given within ordinary office hours (Saturday to be considered as ordinary office working day) by the Master or on his behalf by ship's Agent after Vessel's arrival, whether the Vessel is at or off the port or in berth or not. The notice not to be given before the Vessel is in all respects ready to discharge the cargo under this Charter Party. | 203 204 205 206 207 208 209 210 |

24. Commencement of Laytime 211
 The laytime shall commence to count from 14.00 hours on the same day if the notice of readiness has been given before noon and from 08.00 hours on the next working day if notice is given after noon. 212
 If discharging is commenced before the commencement of laytime, time actually used shall count in this period. 213
 If the notice of readiness has been given on Saturday (Thursday in Mohammedan countries) or the day preceding a holiday the laytime shall count from the commencement of ordinary working hours on the next working day, except if discharging is commenced earlier in which case time actually used shall count. 214
Waiting for berth 215
 Should the Vessel be prevented from entering port, harbour, dock or berth or from arriving at or off the discharging port by any reason other than weather, tidal conditions or inefficiency of the Vessel, the Vessel shall be regarded as if ready for discharging and time shall count as above and in accordance with the following Clause 25. 216
 The time occupied in moving to the discharging berth shall not count. 217
 If the Vessel after berthing is not found ready in all respects, the actual time lost until she is in fact ready shall not count as laytime. 218
Subsequent port(s) 219
 If the Vessel is directed for discharging to further port or ports the laytime at subsequent port(s) shall count upon arrival of the Vessel immediately after notice of readiness to discharge the cargo has been given. 220-223

25. Discharging Rate, Cost and Time 240
 The cargo shall be discharged by the Consignees free of risk and expense to the Owners at the average rate as stated in Box 22 per working day of 24 consecutive hours, weather permitting, Sundays (or other weekdays legislated as Holidays) and Holidays excepted unless used, in which event time actually used shall count. Time on Saturdays (or on Thursdays in Mohammedan countries) and on days before Holidays after cessation of the ordinary working time and the time on Mondays (or on Saturdays in Mohammedan countries) and on days after Holidays until commencement of the ordinary working time not to count as laytime, unless used, in which event time actually used shall count. 241-251

26. Overtime 252
 The Consignees/Charterers/Master have the option to request that the discharging be carried out beyond ordinary working hours and during excepted periods, the Owners providing free of charge all Vessel's facilities inclusive of service of officers and crew. 253
 Extra cost of stevedores and all extra discharging expenses incurred on shore to be for account of the party requesting the overtime. 254
 If discharging during periods excepted from the laytime on order of port authorities such costs as may be incurred shall be equally shared between Consignees and Owners, the latter always paying full overtime earned by Vessel's officers and crew. 255-263

27. Winch Clause 264
 The Owners shall provide for discharging, if and when requested, winches, which are to be in good working order, and power to drive all winches simultaneously, also to provide free of expense to the Charterers running gear, winchmen from crew, if requested and permitted, during day and night. If the employment of winchmen from the crew is not permitted according to local regulations, the Consignees shall provide and pay for winchmen from shore. The stevedores and winchmen from shore shall be considered servants of the Consignees, but they shall follow the Master's instructions in connection with the discharging. 265-274

28. Demurrage 275
 If the Vessel be detained beyond her discharging time demurrage shall be paid by the Charterers at the rate as stated in Box 23 per running day or pro rata for any part of a day. 276-278

29. Despatch Money 279
Optional, only to apply if agreed 280
 If agreed and stated in Box 24, the Owners to pay to the Consignees despatch money at half the demurrage rate for all laytime saved at discharging port. 281-283

30. Lighters 284
 The Consignees shall have the liberty to take delivery overside into lighters at their risk and expense and time so used shall count. 285-287

31. Deep tanks 288
 The Charterers shall not be obliged to load cargo into Vessel's deep tanks. Any extra expenses incurred due to loading goods in or discharging goods ex deep tanks have to be paid by the Owners and time used to be excepted from laytime. 289-292

32. Agents 293
 The Owners shall appoint their own Agents at all ports. 294

33. Light 295
 The Owners shall give free use of light, as on board, throughout the duration of loading/discharge. 296-297

34. Cancelling 298
 Should the Vessel not be ready to load at or before 6 p.m. on the cancelling date as specified in Box 12 the Charterers shall have the option of cancelling this Charter Party. 299
 Should the Owners inform Charterers upon Vessel's sailing from her last port of call, whether a discharging port or not, or six 303 days prior to her estimated date of arrival at the loading port, whichever date is the earlier, stating that the Vessel cannot reach the loading port before the cancelling date, Charterers to declare by telegram to Owners within 2 working days whether they will accept the Vessel or not for loading on the estimated date of her arrival at loading port. 304
 If the Charterers fail to do so the cancelling date shall be extended to the date asked for by the Owners. 305-311

35. Extra Insurance 312
 Extra insurance, if any, on cargo by reason of Vessel's age, class, flag, ownership and country of build to be for Owners' account, provided it is limited as indicated in Box 35. 313-315

36. Fire 316
 If the goods intended for shipment under this Charter as specified in Box 25 are destroyed by fire or if fire prevents their being provided, the Charterers shall have the right of cancelling this Charter, immediate notice thereof being given by telegram to the Owners or their Brokers. 317
 If at any time before or after loading begins any part of the goods intended for shipment is destroyed by fire, or if fire prevents part of the goods being provided, Charterers shall notify Owners immediately the quantity available for shipment is known and their liability to ship shall be limited to such goods. If the quantity stated in such notice is not more than 50 per cent. of the quantity which the Charterers but for the fire would have been required to ship and provided no cargo has been loaded the Owners shall have the option of cancelling this Charter, but otherwise or in the event that such option is not exercised, the Vessel shall proceed with such remainder having liberty to fill up for Owners' benefit at the same or at any other port or ports either for the same destination or for any other port or ports whether any such ports are in the course of the chartered voyage or not. 318-334

37. Deviation 336
 The Vessel shall have the liberty to tow and be towed and to assist vessels in distress and deviate for the purpose of saving life or property, to sail without pilot and to call at any ports in any order, for bunkering or other purposes, or to make trial trips after notice, or adjust compasses and/or radio equipment and reasonable exercise of any of these liberties shall not be deemed to be departure from the contractual route. 337
 The Vessel shall be at liberty to take over ship's mail and stores at sea and to land and/or embark crew members and/or repair gangs. 338-346

38. Re-chartering 347
 The Charterers shall have the option to re-charter or sub-let (wholly or partly) the Vessel at any rate of freight without prejudice to this Charter Party, and the Bill of Lading shall be signed at any rate of freight without prejudice to this Charter Party, but the Charterers shall always remain responsible to the Owners for due fulfillment of this Charter Party. 348-353

39. Substitution 354
 The Owners have the liberty to substitute a similar Vessel on the terms of this Charter Party provided they give telegraphic notice thereof to the Charterers latest 10 days prior to the probable date of Vessel's arrival at loading port stating full particulars of the Vessel which is intended for performing the voyage. 355-359

40. Owners' Responsibilities and Immunities 360
 (a) Notwithstanding anything herein contained no absolute warranty of seaworthiness is given or shall be implied in this Charter and it is expressly agreed that the Owners shall have the benefit of the "Rights and Immunities" in favour of the Carrier or Ship and shall assume the "Responsibilities and Liabilities" contained in the Enactment in the country of shipment giving effect to the rules set out in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels, the 25th August, 1924 (the "Hague Rules"). If no such enactment is in force in the country of shipment the terms of Articles III and IV shall apply. 361
 The Owners shall not be liable for loss of or damage to the cargo during the period before loading and after discharge from the Vessel, howsoever such loss or damage arises. 362
 Any Bill of Lading issued pursuant to this Charter shall contain a clause paramount incorporating the Hague Rules whether they are compulsorily applicable or not. 363
 (b) Subject to the above, the Owners shall not be liable for any loss suffered by Charterers through delay or non-performance or improper performance of this Charter if occasioned by causes beyond the Owners' control or by any act, neglect or default of the Master, pilot or servants of the Owners in the navigation or management of the Vessel provided that the Owners have exercised due diligence in performing the Charter. 364-383

41. Lien and Cesser 384
 (a) The Owners shall have an absolute lien on the cargo for freight, deadfreight, demurrage (including damages for detention, if any) and average contribution due to them under this Charter, including necessary cost of recovering the same. 385
 In respect of Owners' claims protected by lien on the cargo, the Charterers' liability under this Charter shall cease on the cargo being loaded, provided that the Owners have, without incurring undue delay or expense, been able to obtain satisfaction of these claims by exercising the lien. 386
 (b) Security. - In case of disputes over items payable by the Charterers/Shippers/Consignees, the interested party shall have the option of providing a letter of guarantee issued by a first class bank, in which event the Owners not to exercise lien on the cargo for such items. 387
 The letter of guarantee may provide that the undertaking contained therein becomes invalid if - within one year of its date of issue - the dispute has neither been settled amicably, nor submitted to court or arbitration. 388-402

42. General Average 403
 General average shall be adjusted, stated and settled at the place as indicated in Box 30 according to the York-Antwerp Rules, 1950. 404-405

43. Ice 406
Loading port 407
 (a) If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter shall be null and void. 408
 (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 with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under 409-418

this Charter to be forwarded to destination at Vessel's expense 419
 against payment of the agreed freight, provided that no extra 420
 expenses be thereby caused to the Consignees, freight being paid 421
 on quantity delivered (in proportion if lump sum), all other condi- 422
 tions as per Charter. 423
 (c) In case of more than one loading port, and if one or more of 424
 the ports are closed by ice, the Master or Owners to be at liberty 425
 either to load the part cargo at the open port and fill up elsewhere 426
 for the Owners' own account as under sub-clause (b) or to declare 427
 the Charter null and void unless the Charterers agree to load full 428
 cargo at the open port. 429
Voyage and discharging port 430
 (d) Should ice prevent the Vessel from reaching the port of 431
 discharge, the Consignees shall have the option of keeping the 432
 Vessel waiting until the re-opening of navigation and paying demur- 433
 rage, or of ordering the Vessel to a safe and immediately accessible 434
 port where she can safely discharge without risk of detention by 435
 ice. Such orders to be given within 48 hours after the Owners or 436
 Master have given notice to the Charterers of impossibility of 437
 reaching port of destination. 438
 (e) If during discharging the Master, for fear of the Vessel being 439
 frozen in, deems it advisable to leave, he has liberty to do so 440
 with what cargo he has on board and to proceed to the nearest 441
 safe and accessible port. Such port to be nominated by Charterers/ 442
 Consignees as soon as possible, but not later than 24 running hours, 443
 Sundays and Holidays excluded, of receipt of Owners' request for 444
 nomination of a substitute discharging port, failing which the 445
 Master will himself choose such port. 446
 (f) On delivery of the cargo at such port, all conditions of the 447
 Bill of Lading shall apply and the Owners shall receive the same 448
 freight as if the Vessel had discharged at the original port of 449
 destination except that if the distance to the substitute port exceeds 450
 100 nautical miles, the freight on the cargo delivered at that port 451
 to be increased in proportion. 452
 (g) Spring. - This Ice Clause (a) to (f) not to apply in spring. 453

44. Strike Clause

(a) Neither the Charterers nor the Owners shall be responsible for 454
 the consequences of strike or lock-out preventing or delaying the 455
 fulfilment of any obligation under this contract. 456
 (b) Loading port. - In the event of strike affecting the loading of 457
 the cargo, or any part of it, when the Vessel is ready to proceed 458
 from her last port or at any time during the voyage to the port or 459
 ports of loading or after her arrival there, the Owners may ask the 460
 Charterers to declare that they agree to count the laytime as if there 461
 were no such hindrance. Unless the Charterers have given such 462
 declaration in writing (by telegram, if necessary) within 24 hours, 463
 the Owners shall have the option of cancelling this Charter. If part 464
 cargo has already been loaded, the Vessel must carry it to the 465
 port of discharge (freight payable on loaded quantity only) having 466
 liberty to complete with other cargo on the way for Owners' own 467
 account. 468
 (c) In the event of strike or lock-out which can reasonably be 469
 expected - before the loading has commenced - to affect the 470
 discharge of cargo, the Owners are at liberty to cancel this 471
 Charter unless the Charterers declare (within 24 hours of receipt 472
 of Owners' notification of intended cancellation) that they agree 473
 to count the laytime at port of discharge as if there were no such 474
 hindrance, without prejudice to the Consignees' right of ordering 475
 the Vessel to a substitute port of discharge in accordance with 476
 sub-clause (d). Time for loading does not count in the said 24 477
 hours. 478
 (d) Discharging port. - In the event of strike or lock-out affecting 479
 the discharging of the cargo on or after Vessel's arrival at or on 480
 the port of discharge, the Consignees shall have the option of 481
 keeping the Vessel waiting until such strike or lock-out is at an 482
 end against paying half demurrage after expiration of the time 483
 provided for discharging, or of ordering the Vessel to a safe port 484
 where she can safely discharge without risk of being detained by 485
 strike or lock-out. Such orders to be given within 48 hours after 486
 the Owners have given notice to the Consignees of the Vessel's 487
 readiness to discharge or of the Owners' request for orders. All 488
 conditions of this Charter and of the Bill of Lading issued here- 489
 under shall apply to the delivery of the cargo at such substitute 490
 port, and the Owners shall receive the same freight as if the cargo 491
 had been discharged at the original port of destination, except 492
 that if the distance of the substitute port exceeds 100 nautical miles, 493
 the freight on the cargo delivered at the substitute port to be 494
 increased in proportion. 495
 (e) Notification. - The party who first learns about occurrence of 496
 strike or lock-out shall immediately notify thereof the other party. 497
 498

45. War Clause ("Voywar 1950")

1) In these Clauses "war risks" shall include any blockade or any 499
 action which is announced as a blockade by any Government or by 500
 501

any belligerent or by any organised body, sabotage, piracy, and 502
 any actual or threatened war, hostilities, warlike operations, civil 503
 war, civil commotion, or revolution. 504

2) If at any time before the Vessel commences loading, it appears 505
 that performance of the contract will subject the Vessel or her 506
 Master and crew or her cargo to war risks at any stage of the 507
 adventure, the Owners shall be entitled, by letter or telegram 508
 despatched to the Charterers, to cancel this Charter Party. 509

3) The Master shall not be required to load cargo or to continue 510
 loading or to proceed on or to sign Bill(s) of Lading for any 511
 adventure on which or any port at which it appears that the 512
 Vessel, her Master and crew or her cargo will be subjected to war 513
 risks. In the event of the exercise by the Master of his right under 514
 this Clause after part or full cargo has been loaded, the Master 515
 shall be at liberty either to discharge such cargo at the loading 516
 port or to proceed therewith. In the latter case the Vessel shall 517
 have liberty to carry other cargo for Owners' benefit and accordingly 518
 to proceed to and load or discharge such other cargo at any 519
 other port or ports whatsoever, backwards or forwards, although 520
 in a contrary direction to or out of or beyond the ordinary route. 521
 In the event of the Master electing to proceed with part cargo under 522
 this Clause freight shall in any case be payable on the quantity 523
 delivered. 524

4) If at the time the Master elects to proceed with part or full 525
 cargo under Clause 3, or after the Vessel has left the loading port, 526
 or the last of the loading ports if more than one, it appears that 527
 further performance of the contract will subject the Vessel, her 528
 Master and crew or her cargo, to war risks, the cargo shall be 529
 discharged, or if the discharge has been commenced shall be 530
 completed, at any safe port in vicinity of the port of discharge as 531
 may be ordered by the Charterers. If no such orders shall be 532
 received from the Charterers within 48 hours after the Owners have 533
 despatched a request by telegram to the Charterers for the nomi- 534
 nation of a substitute discharging port, the Owners shall be at 535
 liberty to discharge the cargo at any safe port which they may, 536
 in their discretion, decide on and such discharge shall be deemed 537
 to be due fulfilment of the contract of affreightment. In the event 538
 of cargo being discharged at any such other port, the Owners shall 539
 be entitled to freight as if the discharge had been effected at the 540
 port or ports named in the Bill(s) of Lading, or to which the Vessel 541
 may have been ordered pursuant thereto. 542

5) (a) The Vessel shall have liberty to comply with any directions 543
 or recommendations as to loading, departure, arrival, routes, ports 544
 of call, stoppages, destination, zones, waters, discharges, delivery 545
 or in any other wise whatsoever (including any direction or recom- 546
 mendation not to go to the port of destination or to delay proceed- 547
 ing thereto or to proceed to some other port) given by any Govern- 548
 ment or by any belligerent or by any organised body engaged in 549
 civil war, hostilities or warlike operations or by any person or 550
 body acting or purporting to act as or with the authority of any 551
 Government or belligerent or of any such organised body or by any 552
 committee or person having under the terms of the war risks 553
 insurance on the Vessel, the right to give any such directions or 554
 recommendations. If, by reason of or in compliance with any 555
 such direction or recommendation, anything is done or is not 556
 done, such shall not be deemed a deviation. 557

(b) If, by reason of or in compliance with any such directions or 558
 recommendations, the Vessel does not proceed to the port or ports 559
 named in the Bill(s) of Lading or to which she may have been orde- 560
 red pursuant thereto, the Vessel may proceed to any port as directed 561
 or recommended or to any safe port which the Owners in their 562
 discretion may decide on and there discharge the cargo. Such 563
 discharge shall be deemed to be due fulfilment of the contract 564
 of affreightment and the Owners shall be entitled to freight as if 565
 discharge had been effected at the port or ports named in the 566
 Bill(s) of Lading or to which the Vessel may have been ordered 567
 pursuant thereto. 568

6) All extra expenses (including insurance costs) involved in 569
 discharging cargo at the loading port or in reaching or discharging 570
 the cargo at any port as provided in Clauses 4 and 5 (b) hereof 571
 shall be paid by the Charterers and/or cargo owners, and the 572
 Owners shall have a lien on the cargo for all moneys due under 573
 these Clauses. 574

48. Brokerage

A brokerage upon the freight and deadfreight as stated in Box 32 575
 is due by the Owners to the Brokers named in Box 33. 577

47. Arbitration

Any dispute arising under this Charter Party shall be referred to 578
 arbitration in the place stated in Box 31, in accordance with the 579
 law and procedure prevailing there. 580
 Any claim arising out of or under this Charter Party should be 581
 notified in writing by the party concerned to the other party within 582
 twelve months from the completion of discharge failing which 583
 same to be deemed null and void. 584
 585