

1. Shipbroker		SOVIET FERTILIZER CHARTER PARTY FOR SHIPMENTS OF FERTILIZERS INCLUDING MURIATE OF POTASH AND UREA FROM U.S.S.R. PORTS CODE NAME: "FERTISOV"		PART I
3. Owners/Disponent Owners/Chartered Owners/Place of Business		2. Place and date		
5. Vessel's name		4. Charterers/Place of Business		
7. Flag	8. GRT/NRT	6. Class		
10. Laydays date (Cl. 2)		9. DWT all told on summer load line		
12. Cancelling date (Cl. 3)		11. Present position (Cl. 2)		
13. Port of loading (Cl. 1)		14. Port of discharge (Cl. 1)		
15. Cargo (Indicate whether full and complete cargo or part cargo; also state quantity in tons of 1000 kilos and margin percentage in Owners' option) (Cl. 1)				
16. Loading rate (Cl. 7)		17. Demurrage rate (load.) (Cl. 9)		
		18. Fertilizer loading equalization charge (Cl. 10)		
19. Discharging rate (Cl. 15)		20. Demurrage rate (disch.) (Cl. 19)		
		21. Despatch money (disch.) (Optional) (Cl. 20)		
22. Consignees or their agents (state name and telegraphic address) (Cl. 12)				
23. Freight rate (Cl. 24)		24. Freight payment (state currency, mode and place of payment; also state beneficiary and bank account) (Cl. 24)		
25. Extra insurance, if any, limited to (Cl. 27)		26. General average to be adjusted/settled in (Cl. 35)		
27. Brokerage commission and to whom payable (Cl. 39)		28. Place of arbitration (Cl. 40)		
		29. Nos. of additional clauses attached, covering special provisions, if agreed		

It is mutually agreed that this Contract shall be performed subject to the conditions in the Charter consisting of PART I including additional clauses, if any agreed and stated in Box 29, and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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PART II
"FERTISOV" Charter Party

PREAMBLE

It is agreed between the party mentioned in Box 3 as Owners/Disponent Owners/Chartered Owners (hereinafter referred to as "the Owners") of the Vessel mentioned in Box 5 and with particulars as specified in Boxes 6, 7, 8 and 9 and the party mentioned as Charterers in Box 4 (hereinafter referred to as "the Charterers") that:

1. Voyage

The Vessel, being tight, staunch, strong and in every way fitted for the voyage, shall proceed to the port of loading stated in Box 13 or so near thereto as she may safely get and there load always safe and afloat in customary manner as and where ordered by the Shippers or their agents the cargo as described in Box 15, the Owners having a margin as stated in Box 15. Being so loaded, the Vessel shall therewith proceed with all convenient speed to the port of discharge stated in Box 14, as ordered on signing Bill(s) of Lading, or so near thereto as she may safely get and there deliver the cargo alongside any wharf and/or craft always safe and afloat as directed by the Consignees against payment of freight according to the provisions of Clause 24.

2. Laydays Date and Present Position

Laydays shall not commence before the date indicated in Box 10. Present position of the Vessel as per Box 11.

3. Cancelling

Should the Vessel not be ready to load before or at 16.00 hours on the cancelling date as specified in Box 12, the Charterers shall have the option of cancelling this Charter Party.

Should the Owners inform the Charterers upon the Vessel's sailing from her last port of call, whether a discharging port or not, or six 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, the Charterers to declare by telegram to the Owners within 48 hours whether they will accept the Vessel or not for loading on the estimated date of her arrival at the loading port. If the Charterers fail to do so the cancelling date shall be extended to the date asked for by the Owners.

LOADING

4. Advance Notices of Arrival

The Owners or the Master shall telegraph to Shippers "PROMEXPORT", Moscow and "VNESHTRANS" at loading port 12 and 5 calendar days' advance notice stating the Vessel's and Charterers' name, date of this Charter Party, port of loading, approximate quantity required, as well as the expected date of the Vessel's arrival at loading port. The Owners or the Master shall keep all the addressees advised of any alteration in the Vessel's expected arrival. Default under this provision shall not be considered as a breach of the Charter Party but if the Owners or the Master fail to do this, 24 hours to be added to loading time.

The Owners or the Master shall telegraph to "VNESHTRANS" at loading port 48, 24 and 4 hours' definite notice stating the Vessel's and Charterers' name and the time of the Vessel's expected arrival.

5. Notice of Readiness

Written notice of readiness to receive the cargo stating the definite quantity of the cargo required shall be given by the Master or on his behalf by ship's agents to "SOJUZVNESHTRANS" between the hours of 08.00 to 17.00 on ordinary working days, Saturdays, Sundays and Holidays excepted, after arrival at loading port and the Vessel being physically and legally ready and at immediate and effective disposition of the Charterers/Shippers.

However, if the Vessel is waiting for berth at or off the port, notice of readiness may be tendered as if the Vessel were in berth and the provisions of Clause 6 (Lines 65-68) shall apply.

The notice not to be given before the Vessel is in all respects ready to receive the cargo under this Charter Party.

6. Commencement of Laytime

The laytime shall commence to count 6 hours after the notice of readiness has been given. If loading be commenced earlier the time to count from actual commencement.

Waiting for Berth

Time lost in waiting for berth, even when the Vessel is lying off the port, to count as laytime, Saturdays, Sundays and legal Holidays excepted. Time used in shifting from point of waiting off the port until the Vessel's arrival at or off loading berth, not to count.

7. Laytime

The cargo shall be loaded at the rate as stated in Box 16 per day of 24 consecutive hours, weather permitting, Saturdays, Sundays and Holidays excepted unless used, but if used time actually used to count.

Overtime of the Vessel's officers and crew always to be for the Owners' account.

8. Cost of Loading

The cargo shall be put on board the Vessel and well stowed/trimmed by the loading appliances free of any risk and expense to the Vessel, but the Master to remain responsible for proper stowing/trimming as regards the Vessel's seaworthiness.

1	<i>Extra Trimming</i>	80
2	However, in case of loading cargo into 'tween-decks or shelter-decks	81
3	extra trimming required by the Master shall be for the Owners' account and	82
4	time not to count.	83
5		
6	9. Demurrage	84
7	If the Vessel be detained beyond her loading time demurrage shall be paid	85
8	by the Charterers at the rate per day as stated in Box 17 or pro rata for any	86
9	part of a day.	87
10		
11	10. Fertilizer Loading Equalization Charge	88
12	The Owners shall pay at loading port the fertilizer loading equalization	89
13	charge at the rate as stated in Box 18 per 1000 kilos on Bill of Lading	90
14	weight.	91
15		
16	11. Bills of Lading	92
17	Bills of Lading shall be signed as per the "FERTISOVBILL" Bill of Lading	93
18	form without prejudice to this Charter Party. The Charterers shall indemnify	94
19	the Owners if the Owners are held liable under the Bill of Lading in respect	95
20	of any claim for which the Owners are not liable towards the Charterers	96
21	under this Charter Party.	97
22		
23	DISCHARGING	98
24	12. Advance Notices of Arrival	99
25	The Master shall telegraph to the Consignees or their Agents (telegr.	100
26	address as per Box 22) on the Vessel's sailing from the loading port stating	101
27	the Vessel's name and date of her expected arrival at the port of discharge.	102
28	The notice of expected time of the Vessel's arrival at the port of discharge	103
29	shall also be given by the Master 48 hours prior to the Vessel's arrival.	104
30		
31	13. Notice of Readiness	105
32	Written notice of readiness to discharge the cargo shall be given within	106
33	ordinary office hours (Saturday to be considered as an ordinary office	107
34	working day) by the Master or on his behalf by ship's Agent after the	108
35	Vessel's arrival whether the Vessel is at or off the port and in berth or not.	109
36	The notice not to be given before the Vessel is in all respects ready to	110
37	discharge the cargo under this Charter Party.	111
38		
39	14. Commencement of Laytime	112
40	The laytime shall commence to count 6 hours after the notice of readiness	113
41	has been given. If discharging be commenced earlier the time to count	114
42	from actual commencement.	115
43	If the notice of readiness has been given on Saturday or the day preceding	116
44	a holiday the laytime shall count from the commencement of ordinary	117
45	working hours on the next working day, unless discharging is commenced	118
46	earlier in which case time actually used shall count.	119
47		
48	<i>Waiting for Berth</i>	120
49	Time lost in waiting for berth, even when the Vessel is lying off the port to	121
50	count as laytime, Sundays and legal Holidays excepted. Time used in	122
51	shifting from point of waiting off the port until the Vessel's arrival at or off the	123
52	discharging berth, shall not count.	124
53		
54	<i>Subsequent port(s)</i>	125
55	If the Vessel be directed for discharging to further port or ports the laytime	126
56	at subsequent port(s) shall count immediately after arrival of the Vessel.	127
57		
58	15. Laytime	128
59	The cargo shall be discharged at the rate as stated in Box 19 per working	129
60	day of 24 consecutive hours, weather permitting, Sundays and Holidays	130
61	excepted unless used, in which event time actually used shall count. Time	131
62	on Saturdays and on days before Holidays after cessation of the ordinary	132
63	working time and the time on Mondays and on days following Holidays	133
64	until commencement of the ordinary working time not to count as laytime	134
65	unless used, in which event time actually used shall count.	135
66		
67	16. Cost of Discharge	136
68	The cargo shall be discharged by the Consignees free of any risk, liability	137
69	and expense whatsoever to the Owners.	138
70		
71	17. Grab Discharge	139
72	The Vessel is suitable for grab discharge and no cargo to be loaded into	140
73	places inaccessible to grabs, namely into deep-tanks, bunker spaces,	141
74	wings and ends of 'tween-decks. However, the Master to have liberty of	142
75	loading in these places for purpose of stability of the Vessel, and any extra	143
76	expenses over and above the costs of normal grab discharge incurred for	144
77	the cargo not accessible to grab to be for the Owners' account. Extra time	145
78	used for discharging from such places not to count.	146
79		
80	18. Overtime	147
81	The Consignees shall have the liberty to require discharging outside	148
82	ordinary working time as defined in Clause 15, they paying overtime to	149
83	shore personnel. If such discharging is ordered by port authorities the	150
84	shore overtime expenses shall be equally shared between the Consignees	151
85	and the Owners. Overtime of the Vessel's officers and crew always to be for	152
86	the Owners' account.	153

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19. Demurrage	154	30. Deviation	223
If the Vessel be detained beyond her discharging time demurrage shall be paid by the Charterers at the rate as stated in Box 20 per running day or pro rata for any part of a day.	155 156 157	The Vessel shall have the liberty to tow and to be towed and to assist vessels in distress and to deviate for the purpose of saving life or property, to sail without pilot and to call at any ports in any order, for bunkering or other purposes, or to make trial trips after notice, or adjust compasses and/or radio equipment and reasonable exercise of any of these liberties shall not be deemed to be departure from the contractual route.	224 225 226 227 228 229
20. Despatch Money (Optional)	158	31. Re-chartering	230
If agreed and stated in Box 21, the Owners to pay to the Consignees despatch money at half demurrage rate for all working time saved at discharging port. <i>(This clause is optional and shall only apply if Box 21 filled in)</i>	159 160 161 162	The Charterers shall have permission to re-charter or sub-let (wholly or partly) the Vessel at any rate of freight without prejudice to the Charter Party, and the Bills of Lading shall be signed at any rate of freight without prejudice to the Charter Party, but the Charterers shall always remain responsible to the Owners for due fulfilment of this Charter Party.	231 232 233 234 235
21. Winches and Winchmen	163	32. Substitution	236
The Owners shall give free use, throughout the duration of discharge, of all the Vessel's winches as on board which are to be in good working order, of running gear and of sufficient motive power to operate all winches simultaneously. Any time lost by reason of any break-down of winches not caused by carelessness of shore labourers to be deducted from laytime, such time lost being calculated pro rata according to the total number of winches in the Vessel. The Consignees shall provide and pay for winchmen from shore, who shall be regarded as servants of the Consignees, but shall follow the instructions of the Master in connection with the discharging. <i>(This clause shall not apply if the Vessel is gearless)</i>	164 165 166 167 168 169 170 171 172 173 174	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 5 days prior to the probable date of the Vessel's arrival at loading port.	237 238 239
22. Shifting	175	33. Owners' Responsibilities and Immunities	240
If the Vessel is required to discharge at more than one berth shifting costs other than the Vessel's officers' and crew's overtime shall be for the Charterers' account and time to count as laytime.	176 177 178	(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. 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. 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.	241 242 243 244 245 246 247 248 249 250 251 252 253 254 255
23. Lighters	179	(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.	256 257 258 259 260 261
The Consignees shall have the liberty to take delivery overside into lighters at their risk and expense and time used shall count.	180 181	34. Lien and Cesser	262
GENERAL	182	(a) The Owners shall have an absolute lien on the cargo for freight, dead-freight, demurrage (including damages for detention, if any) and average contribution due to them under this Charter, including necessary cost of recovering the same. In respect of the 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. (b) <i>Security.</i> - 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. 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.	263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278
24. Freight	183	35. General Average	279
The freight shall be paid by the Charterers at the rate stated in Box 23 per ton of 1000 kilos Bill of Lading weight, with the option to the Consignees (which must be declared in writing latest before breaking bulk) to pay on delivered weight, in which event the cargo shall be weighed simultaneously with the discharging by official weighers, the Consignees paying all expenses incurred thereby, but the Owners or their Agents having liberty to provide check clerks at the Owners' expense. If the payment is affected on the basis of the Bill of Lading quantity the total freight less freight advance, if any, and cost thereof shall be paid on unloading of the cargo, unless the Consignees exercise their option to weigh the cargo, in which case 90 per cent of the calculated amount of the freight shall be paid on unloading of the cargo and the balance be paid upon the Owners presenting to the Charterers an outturn certificate. The Master to advise the Charterers of the date of completion of discharge. The freight shall be paid in the currency and in the manner prescribed in Box 24.	184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199	General average shall be adjusted, stated and settled at the place as indicated in Box 26 according to the York-Antwerp Rules, 1974, or any modification thereof.	280 281 282
25. Disbursements	200	36. Ice	283
The Owners shall put their Agents at loading port in funds, sufficient to cover the Vessel's ordinary disbursements, including cost of bunkers, if any, prior to the Vessel's arrival but latest before the Vessel's departure from the port of loading. <i>Freight Advance</i> If required by the Owners, cash for the Vessel's ordinary disbursements at loading port to be advanced by the Charterers at mean current rate of exchange on the day of payment, subject to 2 per cent to cover insurance and other expenses.	201 202 203 204 205 206 207 208 209	<i>Loading Port</i> (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. (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 the Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter to be forwarded to destination at the Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charter. (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	262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300
26. Dues and Charges	210		
Port dues, pilotage, towage and other charges levied against the Vessel shall be paid by the Owners, they to be free of any dues and other charges levied against the cargo.	211 212 213		
27. Extra Insurance	214		
Any extra insurance on cargo, if any, owing to the Vessel's age, class, flag and country where built to be for the Owners' account, but limited as indicated in Box 25.	215 216 217		
28. Light	218		
The Owners shall give free use of light, as on board, throughout the duration of loading/dischARGE.	219 220		
29. Agents	221		
The Owners shall appoint their own Agents at all ports.	222		

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cargo at the open port and fill up elsewhere for the Owners' own account as	301	2) if at any time before the Vessel commences loading, it appears that 371	
under sub-clause (b) or to declare the Charter null and void unless the	302	performance of the contract will subject the Vessel or her Master and crew	372
Charterers agree to load full cargo at the open port.	303	or her cargo to war risks at any stage of the adventure, the Owners shall be	373
<i>Voyage and discharging port</i>	304	entitled by letter or telegram despatched to the Charterers, to cancel this	374
(d) Should ice prevent the Vessel from reaching the port of discharge, the	305	Charter Party.	375
Consignees shall have the option of keeping the Vessel waiting until the re-	306	3) The Master shall not be required to load cargo or to continue loading or	376
opening of navigation and paying demurrage, or of ordering the Vessel to a	307	proceed on or to sign Bill(s) of Lading for any adventure on which or any	377
safe and immediately accessible port where she can safely discharge	308	port at which it appears that the Vessel, her Master and crew or her cargo	378
without risk of detention by ice. Such orders to be given within 48 hours	309	will be subjected to war risks. In the event of the exercise by the Master of	379
after the Owners or Master have given notice to the Charterers/Consignees	310	his right under this Clause after part or full cargo has been loaded, the	380
of impossibility of reaching port of destination.	311	Master shall be at liberty either to discharge such cargo at the loading port or	381
(e) If during discharging the Master, for fear of the Vessel being frozen in,	312	to proceed therewith. In the latter case the Vessel shall have liberty to carry	382
deems it advisable to leave, he has liberty to do so with what cargo he has	313	other cargo for the Owners' benefit and accordingly to proceed to and load	383
on board and to proceed to the nearest safe and accessible port. Such port	314	or discharge such other cargo at any other port or ports whatsoever,	384
to be nominated by the Charterers/Consignees as soon as possible, but	315	backwards or forwards, although in a contrary direction to or out of or	385
not later than 24 running hours, Sundays and Holidays excluded, of receipt	316	beyond the ordinary route. In the event of the Master electing to proceed	386
of the Owners' request for nomination of a substitute discharging port,	317	with part cargo under this Clause freight shall in any case be payable on	387
falling which the Master will himself choose such port.	318	the quantity delivered.	388
(f) On delivery of the cargo at such port, all conditions of the Bill of Lading	319	4) If at the time the Master elects to proceed with part or full cargo under	389
shall apply and the Owners shall receive the same freight as if the Vessel	320	Clause 3, or after the Vessel has left the loading port, or the last of the	390
had discharged at the original port of destination except that if the distance	321	loading ports if more than one, it appears that further performance of the	391
to the substitute port exceeds 100 nautical miles, the freight on the cargo	322	contract will subject the Vessel, her Master and crew or her cargo, to war	392
delivered at that port to be increased in proportion.	323	risks, the cargo shall be discharged, or if the discharge has been	393
37. Strike	324	commenced shall be completed, at any safe port in vicinity of the port of	394
(a) Neither the Charterers nor the Owners shall be responsible for the	325	discharge as may be ordered by the Charterers. If no such orders shall be	395
consequences of strike or lock-out preventing or delaying the fulfilment of	326	received from the Charterers within 48 hours after the Owners have	396
any obligation under this contract.	327	despatched a request by telegram to the Charterers for the nomination of a	397
(b) <i>Loading port.</i> - In the event of strike affecting the loading of the cargo, or	328	substitute discharging port, the Owners shall be at liberty to discharge the	398
any part of it, when the Vessel is ready to proceed from her last port or at any	329	cargo at any safe port which they may, in their discretion, decide on and	399
time during the voyage to the port or ports of loading or after her arrival	330	such discharge shall be deemed to be due fulfilment of the contract of	400
there, the Owners may ask the Charterers to declare that they agree to	331	affreightment. In the event of cargo being discharged at any such other	401
count the laytime as if there were no such hindrance. Unless the Charterers	332	port, the Owners shall be entitled to freight as if the discharge had been	402
have given such declaration in writing (by telegram, if necessary) within 24	333	effected at the port or ports named in the Bill(s) of Lading, or to which the	403
hours, the Owners shall have the option of cancelling this Charter. If part	334	Vessel may have been ordered pursuant thereto.	404
cargo has already been loaded, the Vessel must carry it to the port of	335	5) (a) The Vessel shall have liberty to comply with any directions or	405
discharge (freight payable on loaded quantity only) having liberty to	336	recommendations as to loading, departure, arrival, routes, ports of call,	406
complete with other cargo on the way for the Owners' own account.	337	stoppages, destination, zones, waters, discharges, delivery or in any other	407
(c) <i>Expected Strike.</i> - In the event of strike or lock-out which can reasonably	338	wise whatsoever (including any direction or recommendation not to go to	408
be expected - before the loading has commenced - to affect the discharge	339	the port of destination or to delay proceeding thereto or to proceed to some	409
of cargo, the Owners are at liberty to cancel this Charter unless the	340	other port) given by any Government or by any belligerent or by any	410
Charterers declare (within 24 hours of receipt of the Owners' notification of	341	organised body engaged in civil war, hostilities or warlike operations or by	411
intended cancellation) that they agree to count the laytime at port of	342	any person or body acting or purporting to act as or with the authority of	412
discharge as if there were no such hindrance, without prejudice to the	343	any Government or belligerent or of any such organised body or by any	413
Consignees' right of ordering the Vessel to a substitute port of discharge in	344	committee or person having under the terms of the war risks insurance on	414
accordance with sub-clause (d). Time for loading does not count in the	345	the Vessel, the right to give any such directions or recommendations. If by	415
said 24 hours.	346	reason of or in compliance with any such direction or recommendation,	416
(d) <i>Discharging port.</i> - In the event of strike or lock-out affecting the	347	anything is done or is not done, such shall not be deemed a deviation.	417
discharging of the cargo on or after the Vessel's arrival at or off the port of	348	(b) If, by reason of or in compliance with any such directions or recom-	418
discharge, the Consignees shall have the option of keeping the Vessel	349	mendations, the Vessel does not proceed to the port or ports named in the	419
waiting until such strike or lock-out is at an end and against paying half	350	Bill(s) of Lading or to which she may have been ordered pursuant thereto,	420
demurrage after expiration of the time provided for discharging, or of	351	the Vessel may proceed to any port as directed or recommended or to any	421
ordering the Vessel to a safe port where she can safely discharge without	352	safe port which the Owners in their discretion may decide on and there	422
risk of being detained by strike or lock-out. Such orders to be given within	353	discharge the cargo. Such discharge shall be deemed to be due fulfilment	423
48 hours after the Owners have given notice to the Consignees of the	354	of the contract of affreightment and the Owners shall be entitled to freight	424
Vessel's readiness to discharge or of the Owners' request for orders. All	355	as if discharge had been effected at the port or ports named in the Bill(s) of	425
conditions of this Charter and of the Bill of Lading issued hereunder shall	356	Lading or to which the Vessel may have been ordered pursuant thereto.	426
apply to the delivery of the cargo at such substitute port, and the Owners	357	6) All extra expenses (including insurance costs) involved in discharging	427
shall receive the same freight as if the cargo had been discharged at the	358	cargo at the loading port or in reaching or discharging the cargo at any port	428
original port of destination, except that if the distance of the substitute port	359	as provided in Clauses 4 and 5(b) hereof shall be paid by the Charterers	429
exceeds 100 nautical miles, the freight on the cargo delivered at the	360	and/or cargo owners, and the Owners shall have a lien on the cargo for all	430
substitute port to be increased in proportion.	361	moneys due under these Clauses.	431
(e) <i>Notification.</i> - The party who first learns about occurrence of strike or	362	39. Brokerage	432
lock-out shall immediately notify thereof of the other party.	363	A brokerage upon the freight and deadfreight as stated in Box 27 is due by	433
38. War	364	the Owners to the Brokers named in Box 27.	434
("Voywar 1950")	365	40. Arbitration	435
1) In these Clauses "war risks" shall include any blockade or any action	366	Any dispute arising under this Charter Party shall be referred to arbitration	436
which is announced as a blockade by any Government or by any	367	at the place stated in Box 28 in accordance with the law and procedure	437
belligerent or by any organised body, sabotage, piracy, and any actual or	368	prevailing there.	438
threatened war, hostilities, warlike operations, civil war, civil commotion, or	369		
revolution.	370		