

1. Shipbroker	2. Date of Contract
3. Owners (state name and contact details)	4. Charterers (state name and contact details)
5. Description of cargo (Cl. 1)	6. Performing Vessel/Description (Cl. 7) (see also Annex B (Requirements for Nominated Vessels))
7. Loading Port/Place (Cl. 1 and 7) (For multiple Ports/Places see Annex A (Ports and Rates))	8. Discharging Port/Place (Cl. 1 and 8) (For multiple Ports/Places see Annex A (Ports and Rates))
9. Total Quantity/Number of Shipments (Cl. 1 and 2) (a) state min./max. quantities: OR (b) state number of shipments:	10. First shipment Layday and Final Shipment Cancelling Date (Cl. 4 and 6) (a) state earliest layday for first shipment: (b) state latest cancelling date for final shipment:
11. Quantity per Shipment (state min./max. quantities at Owners' option) (Cl. 1 and 5)	12. Laytime (For multiple Ports/Places see Annex A (Ports and Rates))
13. Scheduling/Nomination (Cl. 7): (i) Charterers' declaration of laydays (Cl. 7(a)): _____ days before first layday (ii) Charterers' spread of laydays (Cl. 7(a)): _____ days (iii) Owners' vessel nomination (select option to apply (7(b)(i) or 7(b)(ii))): _____ Clause 7(b)(i) to apply by default if no choice is made. (iv) Owners to nominate vessel _____ days prior to first layday stated in (ii) above. (v) Owners' narrowed spread of laydays (if Cl. 7(b)(ii) elected): _____ days (vi) Owners' option to nominate a substitute (Cl. 7(d)): _____ days before first layday	
14. Freight (Cl. 9 and Annex A (Ports and Rates)) (i) Freight Rate and Currency (Cl. 9 (a)): (ii) Freight shall be paid within _____ days after release of bills of lading/sea waybills (Cl. 9 (b))	15. Freight Payment (Cl. 9) (state beneficiary and bank account)

16. Bunker Price Adjustment (Cl. 10) (i) Base bunker price in USD per metric ton: (ii) Type/grade of fuel/oil: (iii) Port or place (supplier or published index): (iv) Highest/lowest bunker price: (v) Agreed bunker consumption for each voyage:	17. Demurrage/Despatch (state rate(s)) (Cl. 11) For multiple Ports/Places or Range see Annex A (Ports and Rates)
18. Charterers' default (Cl. 14 (a)) (i) notice to pay within hours (Cl. 14 (a)(i)) (ii) failure to provide cargo for shipments (Cl. 14 (a)(ii)) (iii) Charterers' grace period of: days to make payment (Cl. 14 (a)(ii)(2))	19. Owners' default (Cl. 14 (b)) (i) failure for shipments to nominate a vessel and/or procure arrival of a vessel at the Loading Port/Place (Cl. 14 (b)(i)) (ii) Owners' grace period of days to rectify their failure (Cl. 14 (b)(i)(2))
20. Agents (loading) (Cl. 13 (a)) (i) nominated by: (ii) appointed by:	21. Agents (discharging) (Cl. 13 (b)) (i) nominated by: (ii) appointed by:
22. Right to terminate due to Force Majeure (Cl. 15 (g)(ii)) Number of days of Force Majeure duration:	23. Freight Tax (state if for the Owners' account (Cl. 19))
24. Names and Addresses for Nominations/Notifications by the Owners (Cl. 25)	25. Names and Addresses for Nominations/Notifications by the Charterers (Cl. 25)
26. Commission and to whom payable (Cl. 24)	
27. Law and Arbitration (Cl. 22) (choose law and arbitration venue. If alternative (g)(Other) is chosen, Clause 22 must be appropriately filled in or replaced, failing which alternative (a)(English law/London arbitration) shall apply).	
28. Applicable Charter Party (Preamble) (state name of standard form voyage charter party as per Annex C (Charter Party))	
29. Additional clauses covering special provisions, if agreed:	

It is mutually agreed between the party mentioned in Box 3 (hereinafter referred to as "the Owners") and the party mentioned in Box 4 (hereinafter referred to as "the Charterers") that this Contract shall be performed in accordance with the terms and conditions contained in PART I and PART II, including as applicable Annexes A and B and any additional clauses stated in Box 29, and the Charter Party specified in Box 28. In the event of a conflict of terms and conditions, the provisions of PART I including, as applicable, Annexes A and B and additional clauses, shall prevail over those of PART II, and the provisions of Part I and Part II shall prevail over those of the Charter Party specified in Box 28 and Annex C, to the extent of such conflict but no further.

The party responsible for issuing the final execution version of this Contract warrants that it is an Authentic BIMCO Template procured from a properly authorised source and that all modifications to it are clearly visible. "Authentic BIMCO Template" means a BIMCO-approved standard contract in an editable electronic format.

Signature (Owners)	Signature (Charterers)
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Sample Copy

Preamble

For the purpose of interpretation:

GENCOA A is intended for use with a voyage charter party and each and every voyage that is to be performed hereunder shall be governed by the terms and conditions of Parts I and II, including as applicable Annexes A and B and any additional clauses stated in Box 29, and the voyage charter specified in Box 28 attached hereto in Annex C (“the Charter Party”).

“Contract” means Parts I and II, including as applicable Annexes A and B and any additional clauses stated in Box 29, and the Charter Party.

1. Subject of Contract

The Charterers undertake to provide for shipment and the Owners undertake to carry the total quantity of the cargo described in Box 5 or the number of shipments of such cargo as described in Boxes 9 and 11 from the port(s), place(s) or range(s) stated in Box 7 to the port(s), place(s) or range(s) stated in Box 8 in accordance with the provisions of this Contract. The Charterers warrant that any port or place where the Vessel will be required to load or discharge will be safe.

2. Total Quantity/Number of Shipments

*Subclauses (a) and (b) are alternatives. Indicate in Box 9 which alternative to apply.

- (a)* The total quantity to be shipped under this Contract shall be within the limits stated in Box 9(a).
- (b)* The number of shipments under this Contract shall be as stated in Box 9(b).
- (c) If a particular shipment is not performed in accordance with this Contract, such shipment or the cargo quantity affected thereby shall be deducted from the number of shipments or the total quantity specified in Box 9.

3. Actual Total Quantity Shipped

The actual total quantity shipped shall and is to be calculated by reference to the quantity specified in the bills of lading/sea waybills for each shipment.

4. First Shipment Layday and Final Shipment Cancelling Date

The earliest first layday for the first shipment and the latest cancelling date for the final shipment shall be as stated in Box 10.

5. Quantity per Shipment

The quantity of each and every shipment shall be at the Owners' option within the limits stated in Box 11 and such option shall be declared in accordance with the provisions of Clause 7 (Scheduling/Nomination).

6. Spread of Shipments

Unless otherwise agreed, the shipments shall be fairly evenly spread over the period between the earliest first layday for the first shipment and the latest cancelling date for the final shipment specified in Box 10.

7. Scheduling/Nomination

*Subclauses (b)(i) and (b)(ii) are alternatives. If Box 13 (iii) is not completed, subclause (b)(i) of this Clause shall apply.

All notices/nominations required under this Clause 7 shall be in writing.

- (a) The Charterers shall give the Owners a notice declaring a spread of _____ laydays, no later than _____ days before the first day of the laydays for the loading port or place. Where multiple loading ports/places or a

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range or ranges are stated in Box 7 the Charterers shall nominate the actual loading port(s) or places(s) when giving the notice. If more than one actual loading port or place is nominated the Charterers shall also state intended rotation.

- (b) (i)* The Owners shall nominate a vessel no later than _____ days before the first day of the laydays as declared under subclause (a) and give an expected ready to load date, quantity to be loaded and, if multiple loading ports/places or a range or ranges are stated, the applicable demurrage/despatch rate as stated in Annex A (Port and Rates).

(ii)* The Owners shall nominate a vessel no later than _____ days before the first day of the laydays as declared under subclause (a) and narrow the laydays to a _____ days' spread within the original spread of laydays and give an expected ready to load date, quantity to be loaded and, if multiple loading ports/places or a range or ranges are stated, the applicable demurrage/despatch rate as stated in Annex A (Port and Rates).

The nomination must in each case be supported by a completed Charterers' questionnaire and copies of the vessel's certificates specified therein. The Owners shall nominate vessels that meet the requirements stated in Box 6 and/or Annex B (Requirements for Nominated Vessels).

- (c) The Charterers shall accept or reject the nominated vessel within twenty-four (24) hours of receipt of the nomination, Sundays and holidays excluded, failing which the nominated vessel shall be deemed to be accepted. However, if the particular vessel is rejected by the Charterers pursuant to their rights hereunder within such period of twenty-four (24) hours, the Owners shall be obliged to nominate a replacement vessel in accordance with the terms and conditions of this Contract within twenty-four (24) hours of receipt of the Charterers' rejection and the provisions of this subclause shall also apply to such nomination.
- (d) Notwithstanding subclause (c) the Owners shall have the option to nominate a similar substitute vessel that complies with the requirements stated in Box 6 and/or Annex B (Requirements for Nominated Vessels) latest days before the first day of the laydays as declared under subclause (a). Acceptance of such substitute shall not be unreasonably withheld.
- (e) The vessel finally accepted pursuant to subclause (c) or (d), as the case may be, shall thereafter be considered to be the actual performing vessel (the "Vessel").

8. Nomination of Discharging Port(s)

Where multiple discharging ports/places or a range are stated in Box 8, the Charterers shall nominate the actual discharging port/place for each shipment in sufficient time not to delay the progress of the Vessel or, if necessary, the preparation of the discharging plan and adjustment of the Vessel's draft and trim.

9. Freight/Deadfreight

- (a) For each and every shipment under this Contract, the freight shall be paid at the applicable rate and currency stated in Box 14 and Annex A (Ports and Rates) to the beneficiary and bank account as stated in Box 15. The Charterers shall not be entitled to make any deductions whatsoever and/or howsoever from the freight unless specifically agreed.
- (b) Freight shall be deemed earned and non-returnable, Vessel and/or cargo lost or not lost, on shipment of the cargo and shall be paid within _____ days of the original bill(s) of lading being released by the Owners and, in any event, before breaking bulk. The bill(s) of lading shall be marked "Freight payable as per Charter Party". Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid.
- (c) If the Charterers fail to ship the cargo quantity that has been declared by the Owners in accordance with the provisions of Box 11, Clause 5 and subclause 7 (b) on the Vessel at the nominated Loading Port(s)/Place(s), the Charterers shall pay to the Owners deadfreight in respect of such cargo shortfall at the applicable freight rate.

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10. BIMCO Bunker Price Adjustment Clause 2004

This Contract is concluded based on the bunker price stated in Box 16(i) for the type/grade of fuel stated in Box 16(ii). If the bunker price per metric ton at the port or place stated in Box 16(iii) on the first day of loading is higher or lower than the amounts stated in Box 16(iv), any amount in excess of such increase or decrease shall be payable to Owners or Charterers as the case may be.

The agreed bunker consumption for each voyage shall be as stated in Box 16(v).

11. Demurrage/Despatch

- (a) Demurrage and, if applicable, despatch shall be payable at the rate(s) specified in Box 17 or Annex A (Ports and Rates) or as declared on nomination.
- (b) Demurrage is incurred day by day and any undisputed demurrage shall, if demanded by the Owners, be payable latest fourteen (14) days after receipt of the Owners' invoice.
- (c) Should there be a dispute as to the quantum of demurrage claimed by the Owners then any amount paid by the Charterers shall be reviewed on completion of the particular voyage after receipt of all relevant documents relating to the claim and any deficit or excess shall be promptly paid by Charterers or promptly refunded by the Owners.
- (d) Despatch is to be paid within fourteen (14) days after receipt of the Charterers' invoice.
- (e) The parties shall use reasonable endeavours to submit invoices for demurrage/despatch claims together with available supporting documents within thirty (30) days of completion of discharge at the final discharge port.

12. Lien

The Owners shall have a lien on all cargoes carried under this Contract and on all sub-freights payable in respect of such cargoes for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Contract, including the costs of exercising their rights to recover same, irrespective of the particular voyage on which such claims arise.

13. Agents

*If Boxes 20 and 21 are not filled in, the agents at Loading and Discharge Port(s)/Place(s) shall be nominated by the Charterers and appointed by the Owners.

Any nominated agents shall meet the minimum quality standards that are required by FONASBA (The Federation of National Associations of Ship Brokers and Agents), ISO (The International Organisation for Standardisation) or other equivalent quality standards.

- (a) At Loading Port(s)/Place(s):

At the Loading Port(s)/Place(s): the agents shall be nominated by the party stated in Box 20 (i) and appointed by the party as stated in Box 20 (ii).*

- (b) At the Discharging Port(s)/Place(s):

At the Discharging Port(s)/Place(s) the agents shall be nominated by the party stated in Box 21 (i) and appointed by the party as stated in Box 21 (ii).*

- (c) The Owners shall pay the customary port disbursements and agency fees.

14. Suspension and Termination

- (a) Charterers' Default

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(i) Should the Charterers fail to pay freight, deadfreight, demurrage or other compensation that is due and payable in accordance with the requirements of this Contract the Owners shall give the Charterers written notice to rectify their failure to pay within _____ hours, failing which the Owners shall be entitled to:

- (1) immediately suspend the performance of any and all of their obligations hereunder; and/or
- (2) if the outstanding amounts remain unpaid for _____ days, terminate this Contract forthwith.

(ii) Should the Charterers fail to provide cargo in accordance with the terms of this Contract for shipments other than where such failure results from a Force Majeure Event in accordance with Clause 15 (Force Majeure) or the Owners' breach of this Contract, the Owners shall be entitled to terminate this Contract forthwith.

(iii) The Owners' right to suspend performance and/or terminate this Contract shall be without prejudice to any other rights or claims whatsoever that the Owners may have against the Charterers and such other rights or claims shall in no way be prejudiced by the exercise by the Owners of their right to suspend performance and/or terminate the Contract. The Charterers shall indemnify the Owners for all damages, losses, expenses or liabilities that they may incur as result of the exercise by the Owners of their rights including any liability that the Owners may incur to third parties by doing so. Compensation for time lost to the Owners shall be paid by the Charterers at the applicable demurrage rate.

(b) Owners' Default

(i) Should the Owners fail to nominate a vessel and/or procure the arrival of the Vessel at the Loading Port(s)/Place(s) for _____ shipments in accordance with the terms of this Contract, other than where such failure results from a Force Majeure Event in accordance with Clause 15 (Force Majeure) or the Charterers' breach of this Contract, or should the Owners commit any other material breach of the terms of this Contract, the Charterers shall be entitled:

- (1) to immediately suspend the performance of any and all of their obligations hereunder; and
- (2) to terminate this Contract forthwith, if the Owners fail to rectify their failure within _____ days of their receiving a written notice from the Charterers to do so.

(ii) The Charterers' right to suspend performance and/or terminate this Contract shall be without prejudice to any other rights or claims whatsoever that the Charterers may have against the Owners and such other rights or claims shall in no way be prejudiced by the exercise by the Charterers of their right to suspend performance and/or terminate this Contract. The Owners shall indemnify the Charterers for all damages, losses, expenses or liabilities that they may incur as a result of the exercise by the Charterers of their rights including any liability that the Charterers may incur to third parties by doing so.

15. BIMCO Force Majeure Clause 2022

(a) Definitions - "Force Majeure" means the occurrence of an event or circumstance as defined in (b) below ("Force Majeure Event") that prevents a party from performing one or more of its contractual obligations ("the Affected Party"), provided that such party proves:

- (i) the existence of a Force Majeure Event;
- (ii) that such Force Majeure Event is beyond its reasonable control;
- (iii) that the Force Majeure Event could not reasonably have been foreseen at the date of this Contract; and
- (iv) that the effects of the Force Majeure Event could not reasonably have been avoided or overcome by the Affected Party.

(b) Force Majeure Events – For the purpose of this Contract the following shall be Force Majeure Events:

- (i) actual, threatened or reported war, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines;

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- (ii) act of piracy and/or violent robbery and/or capture/seizure; act of terrorists; act of hostility or malicious damage;
 - (iii) blockade, generally imposed trade restriction, embargo;
 - (iv) act of government or public authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
 - (v) plague, epidemic, pandemic;
 - (vi) act of God, natural disaster or extreme natural event such as earthquake, landslide, flood, or extraordinary weather condition;
 - (vii) explosion; fire; destruction of equipment; destruction of port facilities; obstruction of waterways; cyber security incident; break-down of transport, communication, information system or power supply; in each case unless caused by negligence of the Affected Party;
 - (viii) ionising radiation or contamination by radioactivity, chemical or biological contamination;
 - (ix) general labour disturbance such as boycott, strike and lock-out, occupation of factories and premises; in each case unless limited to the employees of the Affected Party or a third party engaged by it; or
 - (x) any other similar event or circumstance unless caused by negligence of the Affected Party.
- (c) Notices and Mitigation – The Affected Party shall:
- (i) give written notice of the Force Majeure without delay to the other party identifying the relevant Force Majeure Event and its anticipated effect on the performance of one or more of its contractual obligations;
 - (ii) exercise reasonable endeavours to minimise the effect of the Force Majeure Event upon its performance of this Contract and provide any relevant information and documentation to the other party in relation to the Force Majeure and the measures taken; and
 - (iii) notify the other party as soon as the Force Majeure Event ceases to prevent performance of its contractual obligations.
- (d) Cooperation – The parties shall cooperate to minimise the effects of the Force Majeure on performance of this Contract and shall discuss in good faith alternative ways in which this Contract can be performed and/or the effect of the Force Majeure can be minimised.
- (e) Non-liability for breach – Neither party shall be considered in breach of contract nor liable in damages for delay in or for non-performance of one or more of its contractual obligations to the extent caused by the Force Majeure from the time a valid notice under subclause (c)(i) was given.
- (f) Continuing payment obligations – Nothing in this Clause shall impact on either party's payment obligations under this Contract unless those payment obligations are directly affected by the Force Majeure.
- (g) Termination – Where a valid notice has been given in accordance with subclause (c)(i) above and the Force Majeure has the effect of:
- (i) rendering the performance of this Contract impossible, illegal or radically different from what was intended at the time of the conclusion of this Contract; or
 - (ii) substantially affecting the performance of this Contract as a whole and the duration of the Force Majeure exceeds days from the time notice was given (if Box 22 is left blank then this subclause (g)(ii) shall not apply).
- either party has the right to terminate this Contract by written notification within a reasonable period to the other party.

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Where a party terminates under this subclause (g) both parties shall be discharged from future obligations only and neither may claim damages for the other's future non-performance. The parties must perform all obligations not affected by Force Majeure up to the date of the termination with any sums paid in advance and not earned or due being refunded, save where this Contract or applicable law provides otherwise. Nothing in this Clause shall impact on any separate rights of termination under this Contract or at law.

(h)

For the avoidance of doubt, the Force Majeure shall not affect laytime/demurrage, which shall be dealt with as per the applicable provisions of this Contract.

If the Force Majeure affects only one or more specific shipment(s) and not the Contract as a whole, termination under (g)(ii) above shall only apply in relation to the specific shipment(s) affected by the Force Majeure and not the entire Contract.

(i) **Only to apply if and when there is cargo on board**

(i) While a Vessel has cargo on board neither party shall have the right to terminate this Contract under subclause (g).

(ii) Where cargo has been loaded or part loaded and Force Majeure prevents or is reasonably expected to prevent completion of loading; departure from the load port; arrival at the discharge port; or discharge at the nominated discharge port, for more than twenty-one (21) days from the time valid notice under subclause (c)(i) was given, the Affected Party may request the other party to accept one or more of the following options:

(1) discharge of the cargo at the load port or at the nearest safe port or place;

(2) completion of loading at an alternative berth or load port within the terms of this Contract;

(3) proceeding part loaded to the discharge port; and/or

(4) nominating an alternative safe port which lies within the Contract range for discharge.

(iii) If the other party does not accept or fails to respond to the Affected Party's request under subclause (i)(ii) within seven (7) days of receipt, the Affected Party may discharge the cargo on board at the nearest safe port or place where discharge is possible without being in breach of this Contract.

(iv) In each case any costs and expenses incurred shall be allocated as per this Contract.

(v) If in compliance with this subclause (i) anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Contract and any contract in which this subclause (i) is incorporated. In the event of a conflict between the provisions of this subclause (i) and any implied or express provision of this Contract, this subclause (i) shall prevail.

16. Insurance

(a) Owners' Insurance Obligations

The Owners undertake to ensure that whilst performing any voyage under this Contract any Vessel shall have and maintain the following insurance policies with financially sound and reputable insurers:

(i) Protection and Indemnity insurance which is no less comprehensive than the cover that is provided by members of the International Group of P&I Clubs including cover for cargo liability and P&I War Risk insurance; and

(ii) Hull and Machinery insurance for not less than the nominated vessel's unencumbered market value; and

(iii) such other insurances as may be required by applicable laws.

(b) Charterers' Insurance Obligations

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Throughout the duration of this Contract, the Charterers shall procure and maintain charterers' liability insurance with customary limits with financially sound and reputable insurers.

(c) Cargo Insurance

Throughout the duration of this Contract, the Charterers shall ensure that each cargo carried under this Contract is insured against customary risks for its full commercial value.

(d) General

Either party shall upon the request of the other party, provide insurance certificates to verify that all insurance policies have been obtained and are in force in accordance with the terms and conditions of this Contract.

17. Assignment/Novation

Neither party shall be entitled to assign, transfer or novate this Contract in whole or in part, except with the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

18. Liquidation/ Bankruptcy

Without prejudice to accrued rights hereunder, either party hereto shall be entitled to terminate this Contract in the event of:

(a) any application being made or any proceedings being commenced, or any order or judgment being given by any court, for

(i) the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors; or

(ii) the appointment of a receiver, liquidator, trustee, administrator, administrative receiver or similar functionary of the other party of all or a substantial part of its assets (otherwise than for the purpose of a reconstruction or amalgamation); or

(b) any act being done or event occurring which, under the applicable law thereof, has a substantially similar effect to any of the said acts or events described above.

19. Taxes and Dues

(a) On the Vessel - The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.

b) On the cargo - The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.

(c) On the freight - Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.

20. Sanctions

(a) For the purposes of this Clause:

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

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

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

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- (b) The Owners and the Charterers each warrant that at the date of this Contract and throughout its duration they are not a Sanctioned Party.
- (c) If at any time either party is in breach of subclause (b) above then the party not in breach may suspend performance under this Contract, terminate this Contract and/or claim damages resulting from the breach.
- (d) The Owners warrant that at all material times each nominated vessel, its registered owners, bareboat charterers, intermediate disponent owners and/or managers, are not a Sanctioned Party.
- (e) The Charterers warrant that at all material times any subcharterers, shippers, receivers and cargo interests are not a Sanctioned Party and the performance of this Contract is not a Sanctioned Activity.
- (f) If the Owners are in breach of subclause (d) above before loading of the cargo has commenced then the Charterers may cancel the particular shipment and/or claim damages resulting from the breach. If after loading has commenced the Owners are in breach of subclause (d) above, the Charterers may require any cargo already loaded to be discharged at any safe port or place of their choice (including the port or place of loading or the intended port or place of discharge) at the Owners' cost and expense and/or claim damages resulting from the breach.
- (g) If at any time the Charterers are in breach of subclause (e) above then:
 - (i) in respect of the particular shipment, the Owners may cancel such shipment and/or claim damages resulting from the breach. The Owners may require any cargo already loaded to be discharged at any safe port or place of their choice (including the port or place of loading or the intended port or place of discharge) at the Charterers' cost and expense and/or claim damages resulting from the breach; and
 - (ii) the Owners' obligation to nominate vessels in respect of subsequent shipments whilst the Charterers remain in breach of subclause (e) shall be suspended; and
 - (iii) if the number of shipments stated in Box 9 are not performed in consequence of such breach, the Owners shall be entitled to terminate this Contract;provided always that if this Contract provides that loading and/or discharging is to take place within a range of ports or places that do not involve a Sanctioned Activity, the Owners must first request the Charterers to nominate an alternative port or place and may exercise their rights under this subclause (g) only if such nomination is not made within forty-eight (48) hours after the request.
- (h) If in compliance with subclause (g) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of this Contract.
- (i) The Charterers shall indemnify the Owners against any and all claims brought by the owners of the cargo and/or the holders of bills of lading, waybills or other documents evidencing contracts of carriage and/or subcharterers against the Owners by reason of the Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with subclause (g) above.
- (j) The Charterers shall procure that this Clause shall be incorporated into all sub-charters and bills of lading, waybills or other documents evidencing contracts of carriage issued pursuant to this Contract.

21. Anti-Corruption

- (a) The parties agree that in connection with the performance of this Contract they shall each:
 - (i) comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and
 - (ii) make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions in connection with this Contract.

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- (b) If a demand for payment, goods or any other thing of value ("Demand") is made to the Master or the Owners by any official, any contractor or sub-contractor engaged by or acting on behalf of the Owners or the Charterers or any other person not employed by the Owners or the Charterers and it appears that meeting such Demand would breach any applicable anti-corruption legislation, then the Master or the Owners shall notify the Charterers as soon as practicable and the parties shall cooperate in taking reasonable steps to resist the Demand.
- (c) If, despite taking reasonable steps, the Demand is not withdrawn, the Master or the Owners may issue a letter of protest, addressed or copied to the Charterers. If the Master or the Owners issue such a letter, then, in the absence of clear evidence to the contrary, it shall be deemed that any delay to the Vessel is the result of resisting the Demand and any time lost as a result thereof shall count as laytime or (if the Vessel is already on demurrage) as time on demurrage.
- (d) If either party fails to comply with any applicable anti-corruption legislation it shall defend and indemnify the other party against any fine, penalty, liability, loss or damage and for any related costs (including, without limitation, court costs and legal fees) arising from such breach.
- (e) Without prejudice to any of its other rights under this Contract, either party may terminate this Contract without incurring any liability to the other party if
- (i) at any time the other party or any member of its organisation has committed a breach of any applicable anti-corruption legislation in connection with this Contract; and
 - (ii) such breach causes the non-breaching party to be in breach of any applicable anti-corruption legislation.
- Any such right to terminate must be exercised without undue delay.
- (f) Each party represents and warrants that in connection with the negotiation of this Contract neither it nor any member of its organisation has committed any breach of applicable anti-corruption legislation. Breach of this subclause (f) shall entitle the other party to terminate the Contract without incurring any liability to the other.

22. BIMCO Law and Arbitration Clause 2020

The Parties have been given a choice of law and arbitration alternatives in Box 27 and this is the clause that shall apply.

- (a) This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred exclusively 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 seat of arbitration shall be London even where any hearing takes place in another jurisdiction.
- (b) The reference shall be to three (3) arbitrators unless the parties agree otherwise.
- (c) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure.
- In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the parties may agree) the parties may agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.
- (e) The terms and procedures referred to in subclauses (c), (d) and (e) above shall be those current at the time when the arbitration proceedings are commenced.

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- (f) Any and all notices and communications in relation to any arbitration proceedings under this Clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail addresses below:

Name of party to this Contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party:

Name of other party to this Contract:

E-mail address(es) for receipt of notices and communications on behalf of the above party:

Either party shall be entitled to change and/or add to the e-mail addresses above by sending notice of change to the other party at the above address (or, if previously amended by notice, the relevant amended addresses).

Nothing in this Clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this Contract being served by other effective means.

23. Mediation/Alternative Dispute Resolution Clause 2021

- (a) In the event of a dispute or difference arising under, out of or in connection with this Contract either party may at any time, either prior or subsequent to the commencement of any proceedings, invite the other to participate in an alternative dispute resolution (ADR) procedure including (but not limited to) mediation, early neutral evaluation and/or early intervention by written notice to the other party.
- (b) The other party shall within fourteen (14) calendar days of receipt of such notice reply in writing either agreeing to participate or declining to participate, giving reasons for declining.
- (c) If the parties agree to participate in an ADR procedure, they shall both take such steps as are necessary to progress the ADR procedure in good faith and without undue delay.
- (d) The parties' participation in the ADR procedure shall not affect the rights of either party to seek such relief or take such steps as it considers necessary to protect its interests.
- (e) Subject to subclause (g), the ADR procedure shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to any Tribunal and/or Court in any subsequent or on-going proceedings except to the extent that they are disclosable under the law and procedure governing the relevant proceedings.
- (f) Unless otherwise agreed, each party shall bear its own costs incurred in the ADR procedure and the parties shall share equally any third party costs and expenses.
- (g) If the other party does not agree to participate in any ADR procedure under this Clause, that fact may be brought to the attention of the competent Tribunal and/or Court and may be taken into account by such Tribunal and/or Court when allocating the costs of the proceedings as between the parties.

24. Commission

The Owners shall pay commission on freight, deadfreight and demurrage earned and paid at the rate indicated and to the party mentioned in Box 26.

25. Notices

- (a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Contract shall be in writing and shall, unless specifically provided in this Contract to the contrary, be sent to the address for that other party as set out in Box 24 or Box 25 as appropriate or to such other address as the other party may designate in writing.
- (b) A notice may be sent by post, facsimile, electronically or delivered by hand in accordance with subclause (a).

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(c) Any notice given under this Contract shall take effect on receipt by the other party and shall be deemed to have been received:

(i) if posted, on the seventh (7th) day after posting;

(ii) if sent by facsimile or electronically, on the day of transmission;

(iii) if delivered by hand, on the day of delivery

and in each case proof of posting, transmission or handing in shall be proof that notice has been given.

Sample Copy

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Annexes**

ANNEX A to GENCOA A Standard Contract of Affreightment for Dry Bulk Cargoes

PORTS AND RATES

Loading and Discharging Port(s)/Place(s) and Freight Rates under the Contract of Affreightment dated between _____, as "Owners", and _____, as "Charterers"

(See Cl. 1)

1. Loading Port(s)/Place(s)

Port	Laytime <small>(State running days/hours or load rate (mt per day))</small>	Notice of Readiness / Turn time	Demurrage/ Despatch Rates
Separate laytime for loading and discharging		Separate laytime for loading and discharging	

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2. Discharging Port/Place

Port	Laytime (State running days/hours or discharge rate (mt per day))	Notice of Readiness/ Turn time	Demurrage/ Despatch Rates

3. Freight

Loading and Discharging Port combination	Freight (per mt)

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REQUIREMENTS FOR NOMINATED VESSELS

Requirements for nominated vessels under the Contract of Affreightment dated
between _____, as Owners, and _____, as Charterers.

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CHARTER PARTY (Box 28)

Sample Copy