

1. Place and date of Contract (Cl. 43)					
2. Carrier/Place of business (Definitions) (Cl. 1)			3. Merchant/Place of business (Definitions) (Cl. 1)		
4. Vessel (name, type and other particulars) (Definitions) (Cl. 1 and 5)					
5. Cargo (state whether complete, sole or part cargo) (Definitions, Cl. 1, 2 and 26)					
Description	Number	Dimensions	Weight	m ³	Deck option
6. Loading port(s) (Definitions) (Cl. 1)			7. Discharging port(s) (Definitions) (Cl. 1)		
8. Loading conditions (Cl. 9 and 10) (indicate either (i) or (ii) to apply) (i) free-in: laytime: hours (ii) liner-in hook:			9. Discharging conditions (Cl. 14 and 15) indicate either (i) or (ii) to apply) (i) free-out: laytime: hours (ii) liner-out hook:		
10. Layday period (Cl. 6) (i) First layday (ii) Cancelling date			11. Standard of lashing/sea fastening (Cl. 11)		
12. Notification Schedule (Cl. 8) (i) Loading port: (ii) Discharging port:			13. Notices to be given to (Cl. 8)		
14. Certificate of weight (Cl. 2(c)) (state weight of cargo)			15. Freight (Cl. 18)		
16. Freight and demurrage etc., payment (amount, currency and where payable; also state Carrier's bank account) (Cl. 18)			17. Freight tax (Cl. 23 and 24) (state whether payable by Carrier or Merchant)		

18. Demurrage/Damages for detention rate per day (Cl. 9, 10, 12, 13, 14, 15, 16, 22 and 30))	19. Bunker price adjustment (Cl. 25) (i) Source of bunker price: (ii) Grade of bunkers (IFO 380/IFO 180/MDO/MGO): (iii) Bunker port: (iv) Bunker adjustment factor (state percentage):
20. Cumulative waiting time (Cl. 13 and 17) (state max. number of hours)	
21. Transit time (Cl. 1(d)) (complete only if Cl. 1(d) to apply) (i) Max. Number of days: (ii) Daily damages rate: (iii) Total damages:	22. Arrival at discharge port (Cl. 1(e)) (complete only if Cl. 1(e) to apply) (i) Latest arrival date: (ii) Daily damages rate: (iii) Total damages:
23. Canal transit (Cl. 22) (i) Canal: (ii) Maximum transiting hours:	24. Termination fees (state amount) (Cl. 30)
25. General average shall be adjusted/settled at (Cl. 36)	26. Brokerage and to whom payable (Cl. 40) (i) Rate: (ii) Broker(s):
27. Dispute resolution (state whether alternative (a), (b) or (c) of Clause 41 agreed)	28. Number of additional clauses covering special provisions, if agreed

It is mutually agreed between the party stated in Box 2 (hereinafter called "the Carrier") and the party stated in Box 3 (hereinafter called "the Merchant") that this contract shall be performed subject to the terms and conditions of this Contract which consists of PART I including additional clauses, if any agreed and stated in Box 28, and PART II. In the event of a conflict of terms and conditions, the provisions of PART I and any additional clauses, if agreed, shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Carrier)	Signature (Merchant)
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PART II

HEAVYLIFTVOY - Heavy Lift Voyage Charter Party

SECTION 1 – DEFINITIONS AND VOYAGE

Definitions

“The Carrier” shall mean the party stated in Box 2.

“The Merchant” includes the party stated in Box 3, the shipper, receiver, consignee, the holder of the Bill of Lading, the owner of the Cargo and any person entitled to the possession of the Cargo.

“The Vessel” shall mean the vessel stated in Box 4. If no vessel is stated in Box 4 then the vessel designated by the Carrier shall be the Vessel.

“Loading Port” shall mean the port(s), place(s) or area(s) specified in Box 6.

“Discharging Port” shall mean the port(s), place(s) or area(s) specified in Box 7.

“The Cargo” shall mean any goods or equipment or other items described in Box 5.

“The Transportation” shall mean the carriage of the Cargo and the loading and discharging and all other operations connected therewith.

Singular/Plural

In this Charter Party the singular includes the plural and vice versa as the context admits or requires.

1. Scope of Voyage

- (a) It is agreed between the Carrier and the Merchant that, subject to the terms and conditions of this Charter Party, the Cargo shall be transported by the Vessel from the Loading Port, or so near thereto as she may safely get and lie always safe and afloat, to the Discharging Port, or so near thereto as she may safely get and lie always safe and afloat.
- (b) The Carrier shall exercise due diligence in making the Vessel seaworthy before and at the beginning of the loaded voyage.
- (c) Unless this Charter Party is for a complete or sole cargo as described in Box 5, the Carrier shall have the liberty of loading and/or discharging other part cargoes for the account of other merchants or shippers from/to port or ports en route or not en route. The rotation of loading and discharging ports or berths in those ports shall be in the Carrier's option.

The Carrier shall be at liberty to tranship, lighter, land and store the Cargo either on shore or afloat and reshipe and forward the same to the Discharging Port.

The exercise of any of these options by the Carrier shall in no way constitute a deviation, notwithstanding anything else contained in this Charter Party. The Merchant shall procure that the Carrier's options as provided for in this Clause shall be duly incorporated in Bills of Lading issued under this Charter Party.

- (d)* The Carrier shall use its best endeavours to limit the Vessel's transit time from departure from last Loading Port to tendering notice of readiness at first Discharging Port to the number of days inserted in Box 21. If the transit time is exceeded for any reason within the Carrier's control, the Carrier's liability shall be limited to damages directly sustained by the Merchant but not exceeding the amount stated in Box 21 per day pro rata. Total damages shall be limited to the amount stated in Box 21. Delays due to weather and/or engine breakdown shall not be deemed to be within the Carrier's control.

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- (e)* The Carrier shall use its best endeavours to ensure that the Vessel arrives at the first Discharging Port by the date inserted in Box 22. If the date of tendering notice of readiness is later than the date stated in Box 22 for any reason within the Carrier's control, the Carrier's liability shall be limited to damages directly sustained by the Merchant but not exceeding the amount stated in Box 22 per day pro rata. Total damages shall be limited to the amount stated in Box 22. Delays due to weather and/or engine breakdown shall not be deemed to be within the Carrier's control.

*Sub-clauses 1(d) and 1(e) are optional provisions which shall only apply if either Box 21 or Box 22 is completed as appropriate.

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SECTION 2 – CARGO

2. Cargo Requirements

- (a) The Cargo tendered under this Charter Party shall be fit for Transportation with sufficient internal strength and with any loose parts properly secured, so as to withstand the forces to which it will be subjected during the loading operation, carriage and discharging operation. The Cargo shall be properly marked to indicate exact place(s) where piece(s) are to be slung and to indicate exact dimensions and weight and, to the extent necessary to enable the Carrier to lift the Cargo in a steady and stable manner, the location of the centre of gravity. Unless otherwise mutually agreed the Cargo shall be properly crated and/or boxed and fully stackable.
- (b) The Cargo shall be equipped with sufficient, adequate and safely accessible lifting devices, eyes/lugs or slinging points always with guaranteed sufficient strength for the Transportation, all to the satisfaction of the Carrier. Any and all lifting equipment supplied by the Merchant, such as but not limited to, spreaders, beams, lugs, etc, shall be certified by a recognised classification society.

Any cradle(s)/support(s) for the Cargo shall be safely attached to the Cargo unless otherwise agreed and be of sufficient number and strength and be suitable for the carriage, so as to withstand acceleration forces which may be encountered during the Transportation, all to the satisfaction of the Carrier. If requested, the Merchant shall provide a certificate from a recognised classification society for the cradle(s)/support(s).

The Cargo shall be equipped with sufficient, adequate and safely accessible lashing points/eyes/lugs always with guaranteed sufficient strength for the Transportation, all to the satisfaction of the Carrier.

- (c)* The Merchant shall, prior to Transportation, present a certificate of weight to the Carrier certified by an officially recognised authority for any Cargo exceeding the number of metric tons stated in Box 14. The report shall include the weight, and longitudinal and transverse location of the centre of gravity.

*If Box 14 is not filled in then this Sub-clause (c) shall not apply.

- (d) The Merchant shall present and be liable for transport drawings of any cargo exceeding 100 metric tons and for other cargo as required by the Carrier. The drawings shall indicate the position of lifting and lashing eyes and /or points and the position of footprint/cradle and centre of gravity. The drawings shall be presented in autocad and/or dxf format unless otherwise agreed.
- (e) Notwithstanding acceptance of the Cargo by the Carrier the Merchant agrees to indemnify and hold the Carrier harmless for all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with the Merchant's failure to comply with the requirements of this Clause.
- (f) The Carrier shall not be responsible for any loss of or damage to the Cargo resulting from insufficient and/or unseaworthy packing/construction and/or any other failure of the Merchant to protect the Cargo for the loading or discharging or carriage by sea.

3. Cargo Description

- (a) Cargo volume:

The volume of the Cargo (in cubic metres) will be assessed on the basis of the extreme length, width and height of each Cargo item, including transport cradle(s)/support(s) whether loose or fixed to the Cargo. Lashing eyes and lifting eyes will also be included in the measurement.

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(b) Cargo weight:

The weight of the Cargo (in metric tons) includes the weight of cradle(s)/support(s) whether fixed to the Cargo or loose.

(c) Freight ton:

If the Cargo is described by freight ton, the total freight ton is calculated by taking the sum of the volume or weight (whichever is greatest) of each individual item.

4. Cargo Discrepancy

If there is a discrepancy between the Cargo as described in Box 5, including shipping drawings provided by the Merchant, and the Cargo as tendered:

- (a) where such discrepancies result in the Vessel not being able to load and/or accommodate and/or discharge the Cargo as tendered or any part thereof, the Merchant shall be responsible for all costs arising therefrom including but not limited to full deadfreight.
- (b) where the volume and/or weight of the Cargo as tendered is greater, and the Carrier agrees to the Transportation, the Carrier has the right to charge additional freight pro rata of volume or weight as well as any additional costs the Carrier may thereby incur.
- (c) where the volume and/or weight is less, the Carrier has the right to charge full freight for the Cargo as stated in Box 5.
- (d) nothing herein shall be construed as imposing on the Carrier an obligation to load any cargo where there is a discrepancy with the Cargo described in Box 5.

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SECTION 3 – SUBSTITUTION / LAYDAYS DATE / CANCELLING DATE

5. Substitution

At any time before the Cancelling Date the Carrier shall be entitled to substitute the Vessel with another vessel of equivalent capability and capacity, subject to the Merchant's approval which shall not be unreasonably withheld. Such substitute vessel shall hereinafter be the "Vessel". Nothing herein shall be construed as imposing on the Carrier an obligation to make such substitution.

6. Laydays/Cancelling

- (a) The First Layday shall be the date stated in Box 10(i).
- (b) The Cancelling Date shall be the date stated in Box 10(ii). If Box 10(ii) is not filled in then the Cancelling Date shall be fourteen (14) calendar days after the First Layday.
- (c) The Vessel shall be ready for loading at any time on or between the First Layday and the Cancelling Date, both dates inclusive, in the Carrier's option. Should the Carrier give Notice of Readiness prior to the First Layday, the Merchant may, at his option, accept such an earlier loading date and, in accordance with Sub-clause 9(f), the actual time used prior to the First Layday shall count as laytime.
- (d) Should it appear that the Vessel will not be ready to commence loading latest on the Cancelling Date the Carrier shall immediately notify the Merchant. The Carrier shall notify the Merchant of a proposed new cancelling date as soon as it is in a position to do so with reasonable certainty.
- (e) Within seventy-two (72) running hours after the Carrier has notified the Merchant of the new cancelling date as aforesaid and latest when the Vessel is ready for loading, whichever is the earlier, the Merchant shall advise the Carrier whether they elect to cancel this Charter Party. Failing such advice the new cancelling date as notified by the Carrier shall become the Cancelling Date.
- (f) Should the Merchant cancel the Charter Party in accordance with Sub-clause (e), any amount paid to the Carrier in advance and not earned shall be returned to the Merchant by the Carrier. If Box 24 (Termination fee(s)) is filled in then such termination fees shall not apply to this Clause.
- (g) The Carrier shall not be responsible for any direct or indirect loss or damages whatsoever, whether foreseeable or not, incurred by the Merchant as a result of the Merchant cancelling this Charter Party in accordance with Sub-clause (e) nor shall the Carrier be responsible for any direct or indirect loss or damages whatsoever, whether foreseeable or not, suffered by the Merchant as a result of the failure of the Vessel to be ready for loading latest on the Cancelling Date.

7. Notice of Readiness

Upon Vessel's arrival at the customary anchorage or port or if the Vessel is already within the port area, at each port or place of loading and discharging, the Master or his agents shall tender notice to the Merchant that the Vessel is ready to load or discharge cargo, whether in port or not, whether in berth or not, whether customs cleared or not, whether free pratique granted or not.

8. Advance Notices

- (a) Advance Notices of Expected Load-readiness

The Carrier shall give notices to the parties named in Box 13 of the expected day of the Vessel's arrival and/or readiness to load fourteen (14) days, seven (7) days and three (3) days in advance unless otherwise stated in Box

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12(i). Furthermore, the Carrier shall give twenty-four (24) hours approximate notice of the expected hour of the Vessel's readiness to load.

- (b) During the voyage the Carrier shall give notice to the parties named in Box 13 of expected day of arrival at the Discharging Port with intervals of the number of days stipulated in Box 12(ii). Furthermore, the Carrier shall give twenty-four (24) hours approximate notice of the expected hour of the Vessel's readiness to discharge.
- (c) Should the Master become aware of damage to the Cargo during the Transportation, the Carrier shall promptly notify the Merchant.
- (d) All notices to be given in accordance with the provisions of Clause 42 (BIMCO Notices Clause).

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SECTION 4 – LOADING

9. Free-in*

If Box 8 states "Free-in":

- (a) The Merchant shall arrange one good, safe, always accessible and swell free berth or anchorage, suitable for the intended operation, and where the Vessel can lie always afloat.

No later than the time of booking the Merchant shall advise the Carrier of any restrictions of the berth and access, if any, including but not limited to allowable ship's length, beam, draft and air draft.

- (b) The Cargo shall be brought alongside the Vessel in a sequence as required by the Carrier and shall be loaded, stowed, lashed and seafastened by the Merchant at his risk and expense. The Carrier shall if so requested by the Merchant provide a stowage plan as soon as reasonably practicable.
- (c) The Merchant has free use of Vessel's gear to load the Cargo, in daylight only, otherwise at the Master's discretion. Provided Port Authorities and shore labour unions permit, the Vessel's crew shall operate the gear, as servants of the Merchant. Use of the Vessel's crew shall be subject to ILO Convention (No. 180) or any subsequent amendments thereto regarding rest hours.
- (d) The Merchant has free use of lashing materials and dunnage as far as on board. Provided Port Authorities and shore labour unions permit, the Vessel's crew shall assist the Merchant, as servants of the Merchant, in lashing heavy lifts over 20 metric tons unless otherwise agreed. Use of the Vessel's crew shall be subject to ILO Convention (No. 180) or any subsequent amendments thereto regarding rest hours.
- (e) If Port Authorities or shore labour unions compel the Vessel to employ shore labour and/or equipment, any charges for such labour and/or equipment, whether used or not, shall be for the Merchant's account.
- (f) Allowed laytime at the Loading Port shall be as stated in Box 8, Saturdays, Sundays (or their local equivalents) and holidays included.

Time shall count as laytime at the Loading Port, always in accordance with Sub-clause 6(c), as from the moment the Master tenders Notice of Readiness. Time used in moving from any place of waiting to the loading berth and/or any preparation time for the Vessel to be ready for loading shall not count.

Time shall cease counting when all Cargo is loaded, lashed and secured. Any time by which the time used exceeds the allowed laytime shall be paid as demurrage at the rate stated in Box 18 per day or pro rata.

Time shall not count if lost by reason of deficiency of the Master, officers or crew or strike or lockout of the Master, officers or crew or by reason of breakdown of the Vessel or its equipment.

- (g) Any time lost under the provisions of Clauses 2, 4, 19, 27(c) shall count as laytime or if the Vessel is on demurrage, as time on demurrage.

10. Liner-in hook*

If Box 8 states "Liner-in hook":

- (a) Unless the nature of the Cargo or any other reason relating to the Cargo dictates the use of a specific loading berth or place, the Carrier shall select, arrange and nominate the loading berth.
- (b) If time lost under Clause 12 is due to port congestion the Merchant shall not be liable for the first consecutive seventy-two (72) hours of waiting time after the Carrier has tendered Notice of Readiness.

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- (c) The Cargo shall be brought alongside the Vessel by the Merchant at his risk and expense, within reach of the Vessel's gear unless otherwise stipulated by the Carrier, and in the sequence and manner required by the Carrier.
- (d) The Cargo shall be loaded, stowed, lashed and seafastened by the Carrier. Hooking-on charges shall be for the Merchant's account. If the custom of the port is for all stevedoring costs for loading to be charged to the Carrier, 50% of such stevedoring costs shall be borne by the Merchant as hooking-on costs.
- (e) The Cargo shall be brought alongside for loading as fast as the Vessel can receive, including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port, in the Master's option during day, night, Saturdays, Sundays (or their local equivalents) and holidays included.

Detention at the rate as stated in Box 18 or pro rata shall be paid for any time lost after the First Layday, unless caused by reason of deficiency of the Master, officers or crew or strike or lockout of the Master, officers or crew or by reason of breakdown of the Vessel or its equipment. Stand-by costs of stevedores while the Vessel is on detention shall be paid by the Merchant.

- (f) Any time lost under the provisions of Clauses 2, 4, 11(b), 19, 27(c) shall count as detention at the rate as stated in Box 18 or pro rata thereof.
- 11. (a) The Cargo shall be lashed/seafastened in accordance with the standards/regulations set out in Box 11 and to the satisfaction of the Master. If Box 11 is not filled in then the Carrier's lashing/seafastening standards shall apply.
- (b) Any additional lashings/seafastenings required by the Merchant or the Cargo interests' Marine Warranty Surveyor shall be for the account of the Merchant.
- 12. Time lost due to swell, port congestion and/or in waiting for loading berth on Vessel's arrival at or off the port or so near there unto as she may be permitted to approach shall count as laytime or detention (at the rate as stated in Box 18). Time lost due to swell and/or in waiting for berth not to count if the Carrier selected the loading berth as per sub-clause 10(a).
- 13. In case cumulative time lost due to swell, port congestion and/or waiting for loading berth and/or for the Cargo is over the number of hours stated in Box 20 (or if Box 20 is not filled in then seventy-two (72) hours shall apply) the Carrier shall have the option to cancel this Charter Party or to sail with only part of the Cargo on board. If the Carrier continues to wait, such waiting time shall count as laytime or detention (at the rate as stated in Box 18), unless the Merchant requests the Carrier to sail. If the Carrier continues to wait this shall not be considered as a waiver of any of his rights under this Charter Party, including his rights under this Clause 13 and the Carrier shall remain entitled at any time to cancel this Charter Party or sail with only part of the Cargo on board.

If the Carrier exercises his option at any time to cancel this Charter Party or sail with only part of the Cargo on board, or if the Merchant requests the Carrier to sail, the Merchant shall be liable to pay deadfreight and accrued demurrage or detention at the rate stated in Box 18.

*Clauses 9 and 10 are options. State in Box 8 which option shall apply. If Box 8 is left blank then Clause 9 shall apply.

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SECTION 5 - DISCHARGING

14. Free-out*

If Box 9 states "Free-out":

- (a) The Merchant shall arrange one good, safe, always accessible and swell free berth or anchorage, suitable for the intended operation, and where the Vessel can lie always afloat.

No later than the time of booking the Merchant shall advise the Carrier of any restrictions of the berth and access, if any, including but not limited to allowable ship's length, beam, draft and air draft.

- (b) The Cargo shall be unseafastened, unlashd and discharged by the Merchant at his risk and expense.
- (c) If deck cleaning, including cutting, grinding, painting and removal and disposal of seafastening material, is required by the Carrier this shall be arranged and paid for by the Merchant.
- (d) The Merchant has free use of the Vessel's gear to discharge the Cargo, in daylight only, otherwise at the Master's discretion. Provided Port Authorities and shore labour unions permit, the Vessel's crew shall operate the gear, as servants of the Merchant. Use of the Vessel's crew shall be subject to ILO Convention (No. 180) or any subsequent amendments thereto regarding rest hours.
- (e) Provided Port Authorities and shore labour unions permit, the Vessel's crew shall assist the Merchant, as servants of the Merchant, in unlashd heavy lifts over 20 metric tons unless otherwise agreed. Use of the Vessel's crew shall be subject to ILO Convention (No. 180) or any subsequent amendments thereto regarding rest hours.

Time used for unlashd, unsecurd and deck cleaning shall count as laytime or time on demurrage.

- (f) If Port Authorities or shore labour unions compel the Vessel to employ shore labour and/or equipment, any charges for such labour and/or equipment, whether used or not, shall be for the Merchant's account.
- (g) Total laytime allowed at the Discharging Port as stated in Box 9, Saturdays, Sundays (or their local equivalents) and holidays included.

Time shall count at the Discharging Port as from the moment the Master tenders Notice of Readiness. Time used in moving from any place of waiting to the discharging berth and/or any preparation time for the Vessel to be ready for discharging shall not count. Should the Cargo not be unlashd, unsecurd and discharged and the Vessel cleaned within the agreed laytime, demurrage shall be paid per day or pro rata at the rate as stated in Box 18. Laytime shall not count and if the Vessel is on demurrage, demurrage shall not accrue for time lost by reason of deficiency of the Master, officers or crew or strike or lockout of the Master, officers or crew or by reason of breakdown of the Vessel or its equipment.

- (h) All Bills of Lading shall be marked: "free-out".

15. Liner-out hook*

If Box 9 states "Liner-out hook":

- (a) Unless the nature of the Cargo or any other reason relating to the Cargo dictates the use of a specific discharging berth or place, the Carrier shall select, arrange and nominate the discharging berth.
- (b) If time lost under Clause 16 is due to port congestion the Merchant shall not be liable for the first consecutive seventy-two (72) hours of waiting time after the Carrier has tendered Notice of Readiness.

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- (c) The Cargo shall be received by the Merchant alongside the Vessel at his risk and expense, within reach of the Vessel's gear unless otherwise stipulated by the Carrier, and in the sequence and manner required by the Carrier.
- (d) The Cargo shall be unseafastened, unlashed and discharged by the Carrier. Hooking-off charges shall be for the Merchant's account. If the custom of the port is for all stevedoring costs for discharging to be charged to the Carrier, 50% of such stevedoring costs shall be borne by the Merchant as hooking-off costs.
- (e) The Cargo shall be received by the Merchant as fast as the Vessel can discharge, including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port, in the Master's option during day, night, Saturdays, Sundays (or their local equivalents) and holidays included.

For any time lost, unless caused by reason of deficiency of the Master, officers or crew or strike or lockout of the Master, officers or crew or by reason of breakdown of the Vessel or its equipment, detention at the rate as stated in Box 18 or pro rata and, if applicable, stand-by costs of stevedores, shall be paid by the Merchant.

- 16. Time lost due to swell, port congestion and/or in waiting for discharging berth on Vessel's arrival at or off the port or so near there unto as she may be permitted to approach will count as laytime or be charged as time for which damages for detention are due at the rate as stated in Box 18. Time lost due to swell and/or in waiting for berth not to count if the Carrier selected the discharging berth as per sub-clause 15(a).
- 17. In case cumulative time lost due to swell, port congestion and/or waiting for discharging berth and/or for the Merchant's arrangements to receive the Cargo is over the number of hours stated in Box 20 (or if Box 20 is not filled in then seventy-two (72) hours shall apply) the Carrier shall have the option to order the Vessel to leave the port and discharge (part of) the Cargo in a port at the Carrier's option. The Carrier may agree at the Merchant's request to continue to wait and such waiting time shall count towards laytime or as time on demurrage or detention (at the rate as stated in Box 18). Such agreement by the Carrier to continue waiting shall not be considered as a waiver of any of his rights under this Charter Party, including his rights under this Clause 17, and the Carrier shall at any time remain entitled to order the Vessel to leave the port and discharge (part of) the Cargo in a port at the Carrier's option.

If the Carrier exercises his option at any time to order the Vessel to leave the port and discharge (part of) the Cargo in a port at Carrier's option, the Carrier's obligations under this Charter Party shall be deemed to be fulfilled and the Merchant shall be liable to pay any additional costs incurred by the Carrier and accrued demurrage or damages for detention. The Carrier's rights under this Clause 17 shall be without prejudice to any claim the Carrier may have against the Merchant under this Charter Party.

*Clauses 14 and 15 are options. State in Box 9 which option shall apply. If Box 9 is left blank then Clause 14 shall apply.

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SECTION 6 – GENERAL

18. Freight/Demurrage/Detention

- (a) The freight stipulated in Box 15 shall be paid within three (3) banking days after completion of loading or no later than prior to the commencement of discharge at the first Discharging Port, whichever occurs first. The freight shall be deemed earned upon completion of loading and shall be non-returnable whether the Vessel and/or Cargo is lost or not lost. The freight shall be paid in full without any deductions in the currency and to the Carrier's bank account stated in Box 16. Freight shall not be considered paid until received into the Carrier's bank account.
- (b) Any sums for demurrage and/or detention shall be payable on receipt of the Carrier's invoice by the Merchant. Payments shall be made to the Carrier's bank account as stated in Box 16.

19. Permits/Licences

- (a) All necessary permits and/or licences pertaining to the loading and/or discharging operations shall be provided and paid for by the Merchant, unless such permits and/or licences can only be obtained by the Carrier, in which case they shall be provided by the Carrier but paid for by the Merchant.
- (b) The Carrier and the Merchant shall assist each other by providing any information required to obtain such permits and/or licences.

20. Agents

The Carrier shall appoint and pay for agents at ports of loading and discharging and shall advise the Merchant of the agent's full style address as soon as practicable.

21. Terminal Charges

All terminal charges, including but not limited to wharfage, handling, storing, receiving, delivering, truck loading/truck unloading and towage of cargo, shall be for the account of the Merchant. If these charges are invoiced to the Carrier, then the Merchant shall promptly reimburse the Carrier.

22. Canal Transit

- (a) If the Transportation is scheduled to pass through the canal stated in Box 23, the Merchant shall be granted free time for any such transit, as stipulated in Box 23. If the canal's transit time exceeds the free time stipulated therein, the Merchant shall pay for such extra transit time at the rate stated in Box 18 and shall, in addition, pay for all other documented extra expenses thereby incurred. Canal transit time is defined as from arrival at pilot station or customary waiting place or anchorage, whichever is the earlier, and until dropping last outbound pilot when leaving for the open sea.
- (b) Should the transit of a canal be made impossible for reasons beyond the Carrier's control, the Merchant shall pay the Carrier for all extra time by which the voyage is thereby prolonged at the rate stated in Box 18.

The Merchant shall also pay all other expenses, including bunkers, in addition to those which would normally have been incurred had the Vessel been standing-by in port less the amount of canal tolls saved by the Carrier for not having transited the canal.

- (c) Notwithstanding the provisions of Sub-clause (b) the Carrier may, at its sole discretion, instruct the Master to discharge the Cargo at the nearest safe and reachable port or place and such discharge shall be deemed due fulfilment of the Charter Party. All provisions of this Charter Party regarding freight, discharge of the Cargo, laytime, demurrage and payments for detention as agreed for the original Discharging Port shall also apply to the discharge at the substitute port.

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23. Part Cargoes

If this Cargo is one of several cargoes carried by the Vessel at the same time and the Vessel is diverted on account of ice, impediment to canal transit, or other risks for which diversion is authorised; or delayed in connection with canal transit; or subject to additional premia for transit of war risk zones, or the Cargo is subject to canal costs, or cargo dues, duties, taxes and other charges as agreed in Box 17; or bunker price adjustment; then all resulting sums and demurrage which the Carrier is thereby entitled to recover from multiple cargo interests, shall be apportioned based on the ratio of the freight tonnage (as defined in Clause 3 (Cargo Description) of this Cargo to the total freight tonnage of all cargoes which are simultaneously so affected.

24. Taxes, Dues and Charges

- (a) On the Vessel - The Carrier shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.
- (b) On the Cargo - The Merchant shall pay all dues, duties, taxes and charges levied on the Cargo at the port of loading/discharging, howsoever the amount thereof may be assessed.
- (c)* On the Freight - Taxes levied on the freight shall be paid by the Carrier or the Merchant as agreed in Box 17.
- (d) Canal costs -The Merchant shall pay any canal dues levied on the Cargo as well as any extra costs levied on the Vessel due to the nature of the Cargo.

*If Box 17 is not appropriately filled in, then the Merchant shall be liable for freight taxes under Sub-clause (c).

25. Bunker Price Adjustment*

The freight stated in Box 15 is calculated on the basis of the bunker price on the date of the Charter Party quoted by the source stated in Box 19(i) based on the grade of bunkers and the bunker port stated in Box 19(ii) and (iii) (the "Charter Party Price"). The freight rate shall be adjusted on the basis of the difference, if any, between the Charter Party Price and the bunker price from the same source for the same grade and bunker port on the date of the Bill of Lading (the "Bill of Lading Price"). The freight shall be adjusted using the bunker adjustment factor set out in Box 19(iv). If the difference between the two prices is less than or equal to 5% no adjustment shall apply.

For each US\$ 5 or part thereof whereby the Bill of Lading Price is more than 5% higher than the Charter Party Price, the Carrier shall increase the freight by the percentage stated in Box 19(iv).

For each US\$ 5 or part thereof whereby the Bill of Lading Price is more than 5% lower than the Charter Party Price, the Carrier shall reduce the freight by the percentage stated in Box 19(iv).

*This Clause is optional. If Box 19 is not appropriately filled in, this Clause shall not apply.

26. Deck Cargo

Unless otherwise agreed and stated in Box 5, column 6, the Carrier shall have the option to ship the Cargo on deck.

- (a) For non-US trade when cargo is carried on deck the following shall apply:

Cargo carried on deck is at the Merchant's risk and the Carrier shall not be responsible for any loss or damage or delay to the Cargo whatsoever and whether due to negligence of whosoever or howsoever arising and by whosoever caused.

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- (b) For US trade when cargo is carried on deck the following shall apply:

Cargo carried on deck is at the Merchant's risk as to all perils whatsoever inherent in such carriage and in all other respects subject to the terms of this Charter Party/Bill of Lading and the provisions of the Carriage of Goods by Sea Act of the United States, approved 16 April 1936, notwithstanding Section 1(c) thereof, and the Bill of Lading issued hereunder shall be so claused.

If Box 5, column 6 is not appropriately filled in, then the Carrier shall have the option to ship the Cargo on deck in accordance with this Clause.

27. Bills of Lading

- (a) The Carrier shall issue a Bill of Lading as per the HEAVYLIFTVOYBILL form which shall incorporate all terms, conditions, liberties, clauses and exceptions of this Charter Party, including the Dispute Resolution Clause. The Merchant shall indemnify the Carrier against all consequences or liabilities that may arise from signing Bills of Lading other than the HEAVYLIFTVOYBILL to the extent that the terms of such Bills of Lading impose or result in the imposition of more onerous liabilities upon the Carrier than those assumed by the Carrier under this Charter Party.
- (b) If the Merchant requires pre-paid Bills of Lading, freight shall be received by the Carrier prior to release of Bills of Lading.
- (c) The Master shall deliver the Cargo only upon presentation of duly endorsed original Bills of Lading.

28. Interest

If any amounts due under this Charter Party are not paid when due, then interest at the rate of 1.5% per month or pro rata for part of a month shall be paid on all such amounts until payment is received.

29. Deviation

The Vessel has liberty to sail without pilots, to tow and/or assist vessels in distress, to deviate for the purpose of saving life, to replenish bunkers and/or to deviate for the purpose of safety of the Cargo, crew, Vessel and for any other reasonable purpose.

30. Merchant's option to terminate*

- (a) Notwithstanding anything else provided herein, the Merchant shall have the right to terminate this Charter Party prior to the Vessel's arrival at the first loading port, place or area against payment of the applicable amount stated in Box 24 less any prepaid freight.
- (b) Furthermore, the Merchant shall have the right to terminate this Charter Party after the Vessel's arrival at the first loading port, place or area but not later than upon commencement of loading against payment of the applicable amount stated in Box 24 plus compensation for all time spent at the first loading port, place or area at the demurrage or detention rate stated in Box 18 as well as the actual expenses incurred by the Carrier in preparation for the loading, less any prepaid freight.

*If Box 24 is not appropriately filled in, this Clause shall be deemed to be deleted.

31. Himalaya Cargo Clause

It is hereby expressly agreed that no servant or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee or owner of the Cargo or to any holder of Bills of Lading for any loss, damage or delay

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of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on their part while acting in the course of or in connection with their employment and, but without prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Charter Party.

The Carrier shall be entitled to be paid by the shipper, consignee, owner of the Cargo and/or holder of Bills of Lading (who shall be jointly and severally liable to the Carrier therefor) on demand any sum recovered or recoverable by either such shipper, consignee, owner of the Cargo and/or holder of Bills of Lading or any other from such servant or agent of the Carrier for any such loss, damage, delay or otherwise.

32. Lien

The Carrier shall have a lien on the Cargo and all sub-freights payable in respect of the Cargo for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party and all costs of recovering same, including legal fees.

33. BIMCO Ice Clause for Voyage Charter Parties

The Vessel shall not be obliged to force ice but, subject to the Carrier's approval having due regard to its size, construction and class, may follow ice-breakers.

(a) Port of Loading

(i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Carrier shall notify the Merchant thereof and request them to nominate a safe and accessible alternative port.

(ii) If the Merchant fails within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the Charter Party were accessible or declare that they cancel the Charter Party, the Carrier shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Merchant shall compensate the Carrier for all proven loss of earnings under this Charter Party.

(iii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Carrier shall immediately notify the Merchant thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Merchant's nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Carrier's notification. If the Merchant fails to nominate such alternative port, the vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Carrier's account.

(b) Port of Discharge

(i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Carrier shall notify the Merchant thereof. In such case, the Merchant shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.

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(ii) If the Merchant fails to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Carrier having given notice to the Merchant, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.

(iii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Carrier immediately notify the Merchant thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Merchant's nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Carrier's notification. If the Merchant fails to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.

- (c) On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.

34. BIMCO General Clause Paramount

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

35. Both-to-Blame Collision Clause

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Cargo, paid or payable by the other or non-carrying ship or her owners to the owners of said Cargo and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

36. General Average and New Jason Clause

General Average shall be adjusted and settled in London unless otherwise stated in Box 25, according to the York/Antwerp Rules, 1994, but if, notwithstanding the provisions specified in Box 25, the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:

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"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before delivery".

37. War Risks (VOYWAR 2004)

(a) For the purpose of this Clause, the words:

(i) "Carrier" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

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

War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Carrier, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Carrier, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Carrier may give notice to the Merchant cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Merchant the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Carrier shall first require the Merchant to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Merchant shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(c) The Carrier shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Carrier, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Carrier may by notice request the Merchant to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Merchant shall not have nominated such a port, the Carrier may discharge the cargo at any safe port of his choice (including the port of loading) in complete fulfilment of the Charter Party. The Carrier shall be entitled to recover from the Merchant the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Carrier having a lien on the cargo for such expenses and freight.

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- (d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Carrier, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Carrier shall give notice to the Merchant that this route will be taken. In this event the Carrier shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (e) (i) The Carrier may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for its account.
- (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Merchant's orders, or in order to fulfil the Carrier's obligation under this Charter Party, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Merchant to the Carrier within 14 days after receipt of the Carrier's invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Merchant shall reimburse the Carrier for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Carrier shall leave the area as soon as possible after completion of discharge.
- (f) The Vessel shall have liberty:
- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Carrier is subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Carrier is subject, and to obey the orders and directions of those who are charged with their enforcement;
- (iv) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
- (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;
- (vi) where cargo has not been loaded or has been discharged by the Carrier under any provisions of this Clause, to load other cargo for the Carrier's own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (g) If in compliance with any of the provisions of Sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.

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38. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005

- (a) (i) The Carrier shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Carrier shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).
- (ii) Upon request the Carrier shall provide the Merchant with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).
- (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Carrier or "the Company" / "Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Carrier's account, except as otherwise provided in this Charter Party.
- (b) (i) The Merchant shall provide the Carrier and the Master with their full style contact details and, upon request, any other information the Carrier requires to comply with the ISPS Code/MTSA.
- (ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Merchant to comply with this Clause shall be for the Merchant's account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.
- (c) Provided that the delay is not caused by the Carrier's failure to comply with its obligations under the ISPS Code/MTSA, the following shall apply:
- (i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.
- (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Carrier, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Carrier's managers.
- (d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Merchant's account, unless such costs or expenses result solely from the negligence of the Carrier, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Carrier's managers. All measures required by the Carrier to comply with the Ship Security Plan shall be for the Carrier's account.
- (e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

39. BIMCO U.S. Customs Advance Notification/AMS Clause for Voyage Charter Parties

- (a) If the Vessel loads or carries cargo destined for the US or passing through US ports in transit, the Carrier shall comply with the current US Customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:
- (i) Have in place a SCAC (Standard Carrier Alpha Code);

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- (ii) Have in place an ICB (International Carrier Bond); and
- (iii) Submit a cargo declaration by AMS (Automated Manifest System) to the US Customs.

- (b) The Merchant shall provide all necessary information to the Carrier and/or its agents to enable the Carrier to submit a timely and accurate cargo declaration.

The Merchant shall assume liability for and shall indemnify, defend and hold harmless the Carrier against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Merchant's failure to comply with any of the provisions of this Sub-clause. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall count as laytime or, if the Vessel is already on demurrage, time on demurrage.

- (c) The Carrier shall assume liability for and shall indemnify, defend and hold harmless the Merchant against any loss and/or damage whatsoever (including consequential loss and/or damage) and any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Carrier's failure to comply with any of the provisions of Sub-clause (a). Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall not count as laytime or, if the Vessel is already on demurrage, time on demurrage.
- (d) The assumption of the role of carrier by the Carrier pursuant to this Clause and for the purpose of the US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.

40. Brokerage

The Carrier shall pay brokerage at the rate stated in Box 26(i) to the Broker(s) stated in Box 26(ii) on any freight, demurrage, detention, and/or termination fee paid under this Charter Party. If the full amounts as aforesaid are not paid owing to breach of this Charter Party by either of the parties, the party liable therefor shall indemnify the Broker(s) against his or their loss of brokerage.

41. BIMCO Dispute Resolution Clause

- (a)* This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

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In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

- (b)* This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Charter Party shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the Rules of the Society of Maritime Arbitrators, Inc.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.

- (c)* This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.
- (d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.

In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:

(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.

(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.

(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

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(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

- (e) If Box 27 is not appropriately filled in, Sub-clause (a) of this Clause shall apply. Sub-clause (d) shall apply in all cases.

*Note: Sub-clauses (a), (b) and (c) are alternatives; indicate alternative agreed in Box 27.

42. BIMCO Notices Clause

- (a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.
- (b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.

43. Entire Agreement

This Charter Party constitutes the entire agreement of the parties and no promise, undertaking, representation, warranty or statement by either party prior to the date of this Charter Party stated in Box 1 shall affect this Charter Party. Any modification of this Charter Party shall not be of any effect unless in writing signed by or on behalf of the parties.

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