

AGREED with the Documentary Council of The Baltic and International Maritime Conference, Copenhagen.

Approved by the Documentary Council of the Conference of the Chartering and Shipowners Organizations of the Countries - Members of the Council for Mutual Economic Assistance. Issued October 1970. Amended January 1987.

# APATITE CHARTER PARTY

FOR SHIPMENTS OF APATITE ORE AND APATITE CONCENTRATE FROM MURMANSK  
CODE NAME: "MURMAPATIT"

1. Shipbroker		2. Place and date	
3. Owners/Disponents (Clause 1)		4. Charterers (Clause 1)	
5. Vessel's name (Clause 1)	6. Class/Flag (Clause 1)	7. Net/Gross register tons (Clause 1)	
8. Present position (Clause 1)		9. DWT all told on Summer load line (Clause 1)	
10. Layday (Clause 1)		11. Cancelling date (Clauses 1 and 26)	
12. Port of loading (Clause 1)		13. Loading rate (Clause 8)	15. Apatite load. equalization charge (Cl. 10)
16. Port of discharge (Clause 1)		14. Demurrage rate (load.) (Clause 11)	
20. Cargo (indicate whether full and complete or part cargo, state quantity in tons of 1000 kilos and margin percentage in Owners'/Master's option) (Cl. 1)		17. Discharging rate (Clause 16)	
		18. Demurrage rate (disch.) (Cl. 18)	19. Despatch money (disch.) (optional Cl. 19)
21. Freight rate (Clause 2)		22. Currency (Clause 2)	
23. Bankers (Clause 2)		24. Payee (Clause 2)	
25. General Average to be settled in (Clause 33)		26. Arbitration in (Clause 38)	
27. Brokerage rate (Clause 37)	28. Brokerage to be paid to (Clause 37)		
29. Consignee/Agent (Clause 13)		30. Extra insurance, if any, as per Clause 27, limited to	
31. Numbers of additional clauses attached (Clause 1)			

1. It is hereby mutually agreed between the Owners/Disponents indicated in Box 3 above (hereinafter referred to as Owners) of the good vessel indicated in Box 5 and with particulars as set out in Boxes 6 and 7 and of a deadweight capacity as stated in Box 9, now in position as indicated in Box 8 and expected ready to load under this Charter Party earliest on the layday indicated in Box 10 but latest at 4 p.m. on the cancelling date specified in Box 11 and the party mentioned as Charterers in Box 4 that the said Vessel - being tight, staunch, strong and in every respect fitted for the voyage and suitable for grab discharge - shall sail and proceed to the port of loading inserted in Box 12, or so near thereto as she may safely get, and there load always afloat in customary manner as and where ordered by the Shippers or their Agents the cargo in bulk as described in Box 20, the Owners having the margin indicated in Box 20, and being so loaded shall therewith proceed with all convenient speed to the port(s) of destination mentioned in Box 16 as ordered on signing Bill(s) of Lading or so near thereto as she may safely get and there proceed and deliver the cargo alongside any wharf and/or craft always safe and afloat as directed by the Consignees. It is further agreed between the Owners and the Charterers as mentioned above that this Charter Party consists of Page 1 with boxes filled in as above, including possible additional clauses as indicated in Box 31, and of Pages 2 to 4 with Clauses 2 to 38 of the "Murmapatit" Charter; that the carriage under this Charter Party shall be performed against payment of freight and in accordance with these terms; that the typewritten provisions of Page 1 shall prevail over the printed terms of Pages 2 to 4 to the extent of any conflict between them.

For the Owners	For the Charterers
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## NOTICES

to be communicated as shown overleaf.

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<b>Freight</b>	2. Freight shall be paid by the Charterers at the rate stated in Box 21 per ton of 1000 kilos Bill of Lading weight, with the option to the Consignees (which must be declared in writing latest before breaking bulk) to pay on delivered weight, in which event the cargo shall be weighed simultaneously with the discharging by official weighers, the Consignees paying all expenses incurred thereby, but the Owners or their Agents having liberty to provide check clerks at the Owners' expense.	15 16 17 18 19
	If the payment is effected on the basis of the Bill of Lading quantity the total freight less freight advance, if any, and cost thereof shall be paid on unloading of the cargo, unless the Consignees exercise their option to weigh the cargo, in which case 90 per cent. of the calculated amount of the freight shall be paid on unloading of the cargo and the balance be paid upon Owners presenting the Charterers outturn certificate.	20 21 22 23
	The Master to advise the Charterers or their Brokers of the date of completion of discharge.	24
	Freight shall be paid in the currency stated in Box 22, in favour of the Bankers as stated in Box 23, and to credit of the Payee as stated in Box 24 of the Charter Party.	25 26
<b>Disbursements</b>	3. The Owners shall put their Agents at loading port in funds, sufficient to cover the Vessel's ordinary disbursements, including cost of bunkers, if any, prior to Vessel's arrival but latest before Vessel's departure from the port of loading.	27 28
<i>Freight advance</i>	If required by the Owners, cash for Vessel's ordinary disbursements at loading port to be advanced by the Charterers at mean current rate of exchange on the day of payment, subject to 2 per cent. to cover insurance and other expenses.	29 30
<b>Dues and charges</b>	4. Port dues, pilotage, towage and other charges levied against the Vessel shall be paid by the Owners, they to be free of any dues and other charges levied against the cargo.	31 32
<b>Loading</b> <i>Advance notices of arrival</i>	5. The Owners or the Master shall telegraph to Shippers PROMEXPORT MOSCOW and VNESHTRANS at loading port 12 and 5 calendar days' advance notice stating the Vessel's and Charterers' name, date of this Charter Party, port of loading, approximate quantity required, as well as the expected date of the Vessel's arrival at loading port. The Owners or the Master shall keep all the addressees advised of any alteration in Vessel's expected arrival. Default under this provision shall not be considered as a breach of the Charter Party but if the Owners or the Master fail to do this, 24 hours to be added to loading time.	33 34 35 36 37 38
	The Owners or the Master shall telegraph to VNESHTRANS at loading port 48, 24 and 4 hours' definite notice stating the Vessel's and Charterers' name and the time of Vessel's expected arrival.	39 40
<i>Notice of readiness</i>	6. Written notice of readiness to receive the cargo stating the definite quantity of the cargo required shall be given by the Master or on his behalf by ship's agent to SOJUZVNESHTRANS between the hours of 08.00 to 17.00 on ordinary working days, Saturdays, Sundays and Holidays excepted, after arrival at loading port and Vessel being physically and legally ready and at immediate and effective disposition of the Charterers/Shippers.	41 42 43 44
	However, if the Vessel is waiting for berth at or off the port, notice of readiness may be tendered as if the Vessel were in berth and the provisions of Clause 7 (Lines 50-52) shall apply.	45 46
<i>Commencement of laytime</i>	The notice not to be given before the Vessel is in all respects ready to receive the cargo under this Charter Party.	47
	7. The laytime shall commence to count 6 hours after the notice of readiness has been given. If loading be commenced earlier the time to count from actual commencement.	48 49
<i>Waiting for berth</i>	Time lost in waiting for berth, even when the Vessel is lying off the port, to count as loading time, but Saturdays, Sundays and legal Holidays to be excepted. Time used in shifting from point of waiting off the port until Vessel's arrival, whether at or off loading berth, not to count.	50 51 52
<i>Loading time</i>	8. The cargo shall be loaded at the rate as stated in Box 13 per day of 24 consecutive hours, weather permitting, Saturdays, Sundays and Holidays excepted unless used, but if used time actually used to count. Overtime of the Vessel's officers and crew always to be for Owners' account.	53 54 55
<i>Cost of loading</i>	9. The cargo shall be put on board the Vessel and well trimmed by the loading appliances free of any risk and expense to the Vessel, but the Master to remain responsible for proper trimming as regards the Vessel's seaworthiness.	56 57
<i>Extra trimming</i>	However in case of loading cargo into 'tween-decks or shelter-decks extra trimming required by the Master shall be for Owners' account and time not to count.	58 59
<i>Apatite loading equalization charge</i>	10. The Owners shall pay at loading port the apatite loading equalization charge at the rate as stated in Box 15 per 1000 kilos on Bill of Lading weight.	60 61
<i>Demurrage</i>	11. If the Vessel be detained beyond her loading time demurrage shall be paid by the Charterers at the rate per day as stated in Box 14 or pro rata for any part of a day.	62 63
<i>Bill of Lading</i>	12. Bill of Lading shall be signed as per the "MURMAPATITBILL" Bill of Lading form without prejudice to this Charter Party. The Charterers shall indemnify the Owners if the Owners are held liable under the Bill of Lading in respect of any claim for which the Owners are not liable towards the Charterers under this Charter Party.	64 65 66
<b>Discharging</b> <i>Advance notices of arrival</i>	13. The Master shall telegraph to the Consignees or their Agents (telegr. address as per Box 29) on Vessel's sailing from loading port stating Vessel's name and date of her expected arrival at the port of discharge. The notice of expected time of Vessel's arrival at the port of discharge shall also be given by the Master 48 hours prior to Vessel's arrival.	67 68 69
<i>Notice of readiness</i>	14. Written notice of readiness to discharge the cargo shall be given within ordinary office hours (Saturday to be considered as an ordinary office working day) by the Master or on his behalf by ship's Agent after Vessel's arrival whether the Vessel is at or off the port and in berth or not.	70 71 72
	The notice not to be given before the Vessel is in all respects ready to discharge the cargo under this Charter Party.	73
<i>Commencement of laytime</i>	15. The laytime shall commence to count 8 hours after the notice of readiness has been given. If discharging be commenced earlier the time to count from actual commencement.	74 75
	If the notice of readiness has been given on Saturday or the day preceding a holiday the laytime shall count from the commencement of ordinary working hours on the next working day, unless discharging is commenced earlier in which case time actually used shall count.	76 77 78
<i>Waiting for berth</i>	Time lost in waiting for berth, even when the Vessel is lying off the port to count as discharging time, but Sundays and legal Holidays to be excepted. Time used in shifting from point of waiting off the port until Vessel's arrival, at or off the discharging berth, shall not count.	79 80 81
<i>Subsequent port(s)</i>	If the Vessel be directed for discharging to further port or ports the laytime at subsequent port(s) shall count immediately after arrival of the Vessel and notice of readiness has been given at any time of a day.	82 83
<i>Discharging cost and time</i>	16. The cargo shall be discharged by the Consignees free of any risk, liability and expense whatsoever to the Owners at the average rate as stated in Box 17 per working day of 24 consecutive hours, weather permitting, Sundays and Holidays excepted unless used, in which event time actually used shall count. Time on Saturdays and on days before Holidays after cessation of the ordinary working time and the time on Mondays and on days following Holidays until commencement of the ordinary working time not to count as laytime unless used, in which event time actually used shall count.	84 85 86 87 88 89
<i>Overtime</i>	17. The Consignees shall have the liberty to require discharging outside ordinary working time as defined in Clause 16, they paying overtime to shore personnel. If such discharging is ordered by port authorities the shore overtime expenses shall be equally shared between Consignees and Owners. Overtime of the Vessel's officers and crew always to be for Owners' account.	90 91 92 93
<i>Demurrage</i>	18. If the Vessel be detained beyond her discharging time demurrage shall be paid by the Charterers at the rate as stated in Box 18 per running day or pro rata for any part of a day.	94 95
<i>Despatch money Optional, to apply only if agreed</i>	19. If agreed and stated in Box 19, the Owners to pay to the Consignees despatch money at half demurrage rate for all working time saved at discharging port.	96 97

<i>Winches and winchmen</i>	20. The Owners shall give free use, throughout the duration of discharge, of all Vessel's winches as on board which are to be in good working order, of running gear and of sufficient motive power to operate all winches simultaneously. Any time lost by reason of any break-down of winches not caused by carelessness of shore labourers to be deducted from laytime, such time lost being calculated pro rata according to the total number of winches in the Vessel.	98 99 100 101 102
<i>Note:</i> <i>Clause 20 does not apply if Vessel is gearless</i>	Consignees shall provide and pay for winchmen from shore, who shall be regarded as servants of the Consignees, but shall follow the instructions of the Master in connection with the discharging.	103 104
<i>Shifting</i>	21. If the Vessel is required to discharge at more than one berth shifting costs other than the Vessel's officers' and crew's overtime shall be for Charterers' account and time to count as laytime.	105 106
<i>Lighters</i>	22. The Consignees shall have the liberty to take delivery overside into lighters at their risk and expense and time used shall count.	107 108
<i>Grab discharge</i>	23. No cargo to be loaded into places inaccessible to grabs, namely into deep-tanks, bunker spaces, wings and ends of 'tween-decks. However, the Master to have liberty of loading in these places for purpose of stability of the Vessel, and any extra expenses over and above the costs of normal grab discharge incurred for the cargo not accessible to grab to be for Owners' account. Extra time used for discharging from such places not to count.	109 110 111 112
<i>Agents</i>	24. The Owners shall appoint their Agents at all ports.	113
<i>Light</i>	25. The Owners shall give free use of light, as on board, throughout the duration of loading/discharge.	114
<i>Labelling</i>	26. Should the Vessel not be ready to load before or at 4 p.m. on the cancelling date as specified in Box 11, the Charterers shall have the option of cancelling this Charter Party.	115 116
	Should the Owners inform Charterers upon Vessel's sailing from her last port of call, whether a discharging port or not, or six days prior to her estimated date of arrival at the loading port whichever date is the earlier, stating that the Vessel cannot reach the loading port before the cancelling date, Charterers to declare by telegram to Owners within 48 hours whether they will accept the Vessel or not for loading on the estimated date of her arrival at the loading port. If the Charterers fail to do so the cancelling date shall be extended to the date asked for by the Owners.	117 118 119 120 121
<i>Extra Insurance</i>	27. Any extra insurance on cargo, if any, owing to Vessel's age, class, flag, and country where built to be for Owners' account, but limited as indicated in Box 30.	122 123
<i>Deviation</i>	28. The Vessel shall have the liberty to tow and to be towed and to assist vessels in distress and to deviate for the purpose of saving life or property, to sail without pilot and to call at any ports in any order, for bunkering or other purposes, or to make trial trips after notice, or adjust compasses and/or radio equipment and reasonable exercise of any of these liberties shall not be deemed to be departure from the contractual route.	124 125 126 127
<i>Re-Chartering</i>	29. The Charterers shall have permission to re-charter or sub-let (wholly or partly) the Vessel at any rate of freight without prejudice to the Charter Party, and the Bill of Lading shall be signed at any rate of freight without prejudice to the Charter Party, but the Charterers shall always remain responsible to the Owners for due fulfilment of this Charter Party.	128 129 130 131
<i>Substitution</i>	30. The Owners have the liberty to substitute a similar vessel on the terms of this Charter Party provided they give telegraphic notice thereof to the Charterers latest 5 days prior to the probable date of Vessel's arrival at loading port.	132 133 134
<i>Owners' Responsibilities and Immunities</i>	31. (a) Notwithstanding anything herein contained no absolute warranty of seaworthiness is given or shall be implied in this Charter and it is expressly agreed that the Owners shall have the benefit of the "Rights and Immunities" in favour of the Carrier or Ship and shall assume the "Responsibilities and Liabilities" contained in the Enactment in the country of shipment giving effect to the rules set out in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels, the 25th August, 1924 (the "Hague Rules"). If no such enactment is in force in the country of shipment the terms of Articles III and IV shall apply. The Owners shall not be liable for loss of or damage to the cargo during the period before loading and after discharge from the Vessel, howsoever such loss or damage arises. Any Bill of Lading issued pursuant to this Charter shall contain a clause paramount incorporating the Hague Rules whether they are compulsorily applicable or not.	135 136 137 138 139 140 141 142 143 144
	(b) Subject to the above, the Owners shall not be liable for any loss suffered by Charterers through delay or non-performance or improper performance of this Charter if occasioned by causes beyond the Owners' control or by any act, neglect or default of the Master, pilot or servants of the Owners in the navigation or management of the Vessel provided that the Owners have exercised due diligence in performing the Charter.	145 146 147 148
<i>Lien and Cesser</i>	32. (a) The Owners shall have an absolute lien on the cargo for freight, deadfreight, demurrage (including damages for detention, if any) and average contribution due to them under this Charter, including necessary cost of recovering the same. In respect of Owners' claims protected by lien on the cargo, the Charterers' liability under this Charter shall cease on the cargo being loaded, provided that the Owners have, without incurring undue delay or expense, been able to obtain satisfaction of these claims by exercising the lien. (b) Security. - In case of disputes over items payable by the Charterers/Shippers/Consignees, the interested party shall have the option of providing a letter of guarantee issued by a first class bank, in which event the Owners not to exercise lien on the cargo for such items. The letter of guarantee may provide that the undertaking contained therein becomes invalid if - within one year of its date of issue - the dispute has neither been settled amicably, nor submitted to court or arbitration.	149 150 151 152 153 154 155 156 157 158 159
<i>General Average</i>	33. General average shall be adjusted, stated and settled at the place as indicated in Box 25 according to the York-Antwerp Rules, 1974.	160 161
<i>Ice Discharging port</i>	34. (a) Should ice prevent the Vessel from reaching the port of discharge, the Consignees shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers/Consignees of impossibility of reaching port of destination. (b) If during discharging the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo the Vessel has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by the Charterers/Consignees as soon as possible, but not later than 24 running hours, Sundays and Holidays excluded, on receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose the port. (c) On delivery of the cargo at such port(s) all conditions of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination except that if the distance to the substitute port exceeds 100 nautical miles, the freight on the cargo delivered at the port to be increased in proportion.	162 163 164 165 166 167 168 169 170 171 172 173 174 175
<i>Strike Clause</i>	(d) This Ice Clause from (a) to (c) not to apply in spring. 35. (a) Neither the Charterers nor the Owners shall be responsible for the consequences of strike or lock-out preventing or delaying the fulfilment of any obligation under this contract. (b) Loading port. - In the event of strike affecting the loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Owners may ask the Charterers to declare that they agree to count the laytime as if there were no such hindrance. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours,	176 177 178 179 180 181 182

the Owners shall have the option of cancelling this Charter. If part cargo has already been loaded, the Vessel must carry 183  
it to the port of discharge (freight payable on loaded quantity only) having liberty to complete with other cargo on 184  
the way for Owners' own account. 185

(c) In the event of strike or lock-out which can reasonably be expected - before the loading has commenced - to 186  
affect the discharge of cargo, the Owners are at liberty to cancel this Charter unless the Charterers declare (within 187  
24 hours of receipt of Owners' notification of intended cancellation) that they agree to count the laytime at port of 188  
discharge as if there were no such hindrance, without prejudice to the Consignees' right of ordering the Vessel to 189  
a substitute port of discharge in accordance with sub-clause (d). Time for loading does not count in the said 24 hours. 190

(d) Discharging port. - In the event of strike or lock-out affecting the discharging of the cargo on or after Vessel's 191  
arrival at or off the port of discharge, the Consignees shall have the option of keeping the Vessel waiting until such 192  
strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging, 193  
or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or 194  
lock-out. Such orders to be given within 48 hours after the Owners have given notice to the Consignees of the Vessel's 195  
readiness to discharge or of the Owners' request for orders. All conditions of this Charter and of the Bill of Lading 196  
issued hereunder shall apply to the delivery of the cargo at such substitute port, and the Owners shall receive the 197  
same freight as if the cargo had been discharged at the original port of destination, except that if the distance of the 198  
substitute port exceeds 100 nautical miles, the freight on the cargo delivered at the substitute port to the increased in 199  
proportion. 200

(e) Notification. - The party who first learns about occurrence of strike or lock-out shall immediately notify thereof 201  
the other party. 202

War Clause  
 („Voywar 1950“)

36. 1) In these Clauses "war risks" shall include any blockade or any action which is announced as a blockade by 203  
any Government or by any belligerent or by any organised body, sabotage, piracy, and any actual or threatened war, 204  
hostilities, warlike operations, civil war, civil commotion, or revolution. 205

2) If at any time before the vessel commences loading, it appears that performance of the contract will subject 206  
the vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled 207  
by letter or telegram despatched to the Charterers, to cancel this Charter Party. 208

3) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of 209  
Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her 210  
cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after 211  
part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port 212  
or to proceed therewith. In the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and 213  
accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards 214  
or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master 215  
electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered. 216

4) If at the time the Master elects to proceed with part or full cargo under Clause 3, or after the Vessel has left 217  
the loading port, or the last of the loading ports if more than one, it appears that further performance of the contract 218  
will subject the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the dis- 219  
charge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered 220  
by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have 221  
despatched a request by telegram to the Charterers for the nomination of a substitute discharging port, the Owners 222  
shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such 223  
discharge shall be deemed to be due fulfilment of the contract of affreightment. In the event of cargo being discharged 224  
at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports 225  
named in the Bill(s) of Lading, or to which the vessel may have been ordered pursuant thereto. 226

5) (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, 227  
arrival, routes, ports of call, stoppages, destination, zones, waters, discharges, delivery or in any other wise whatsoever 228  
(including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to 229  
proceed to some other port) given by any Government or by any belligerent or by any organised body engaged in 230  
civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the 231  
authority of any Government or belligerent or of any such organised body or by any committee or person having 232  
under the terms of the war risks insurance on the Vessel, the right to give any such directions or recommendations. 233  
If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such 234  
shall not be deemed a deviation. 235

(b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed 236  
to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the 237  
Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion 238  
may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the contract of 239  
affreightment and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named 240  
in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto. 241

6) All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching 242  
or discharging the cargo at any port as provided in Clauses 4 and 5 (b) hereof shall be paid by the Charterers and/or 243  
cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses. 244

Brokerage

37. A brokerage upon the freight and deadfreight as stated in Box 27 is due by the Owners to the Brokers named 245  
in Box 28. 246

Arbitration

38. Any dispute arising under this Charter Party shall be referred to arbitration in the place, stated in Box 26 in 247  
accordance with the law and procedure prevailing there. 248