

Issued 13/ 2/1960
 Amended 4/ 4/1967
 Amended 18/ 7/1974
 Amended 1/ 3/1995
 Amended 15/10/1997

The Documentary Committee of The Japan Shipping Exchange, Inc.
NANYOZAI CHARTER PARTY

A 10.5

Adopted by the Documentary Committee
 of The Baltic and International
 Maritime Council

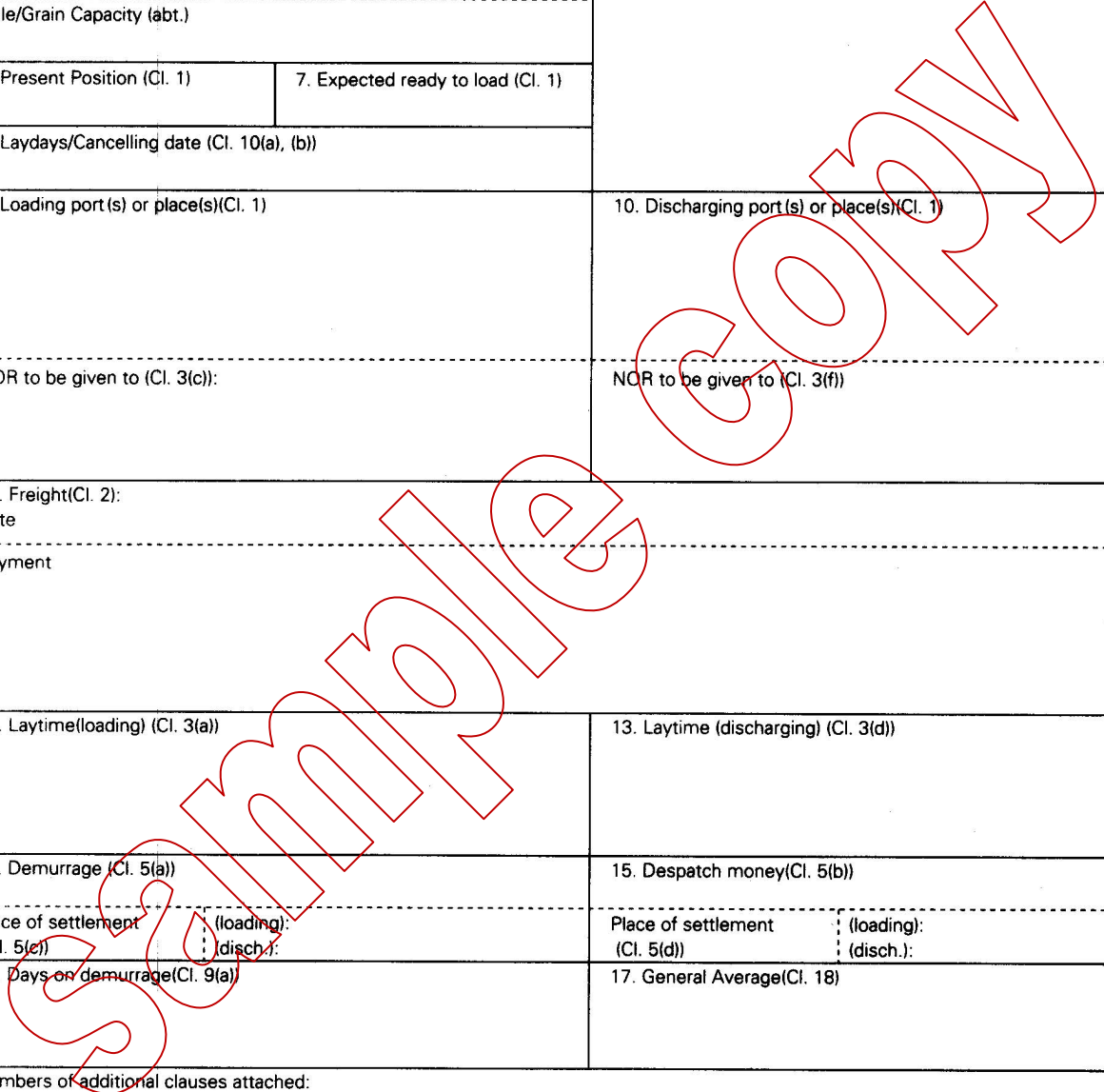
1. Place & Date (Cl. 1)		CODE NAME: NANYOZAI 1997 (PART I)	
2. Owners/Chartered Owners (Cl. 1)		3. Charterers (Cl. 1)	
4. Vessel (name/GT/DWT)(Cl. 1)		5. Cargo (also state quantity)(Cl. 1)	
When built : Class : Flag			
Bale/Grain Capacity (abt.)			
6. Present Position (Cl. 1)	7. Expected ready to load (Cl. 1)		
8. Laydays/Cancelling date (Cl. 10(a), (b))			
9. Loading port (s) or place(s)(Cl. 1)		10. Discharging port (s) or place(s)(Cl. 1)	
NOR to be given to (Cl. 3(c)):		NOR to be given to (Cl. 3(f)):	
11. Freight(Cl. 2): Rate			
Payment			
12. Laytime(loading) (Cl. 3(a))		13. Laytime (discharging) (Cl. 3(d))	
14. Demurrage (Cl. 5(a))		15. Despatch money(Cl. 5(b))	
Place of settlement (Cl. 5(c)) (loading): (disch.):		Place of settlement (Cl. 5(d)) (loading): (disch.):	
16. Days on demurrage(Cl. 9(a))		17. General Average(Cl. 18)	
Numbers of additional clauses attached:			

Copyright, published and sold by The Japan Shipping Exchange, Inc.
 Wajun Bldg., Koishikawa 2-22-2, Bunkyo-ku, Tokyo 112, Japan

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Part I and Part II (Cl. 1 to Cl. 26) of this Charter Party. In the event of conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict but no further.

Signature (Owners)

Signature (Charterers)



NANYOZAI 1997 (PART II)

1. Owners, Vessel, Position, Charterers, Where to load, Cargo, Destination	1	7. Overtime	72
IT IS MUTUALLY AGREED on the day and year written in Box 1	2	(a) Overtime for loading and discharging shall be for account of	73
between the party mentioned in Box 2 as Owners or Chartered	3	the party ordering the same.	74
Owners (hereinafter as "the Owners") of the Vessel named in	4	(b) If overtime ordered by Port Authorities or any other	75
Box 4 with particulars stated in the same Box 4, now in the	5	Governmental Agencies, the Charterers shall pay extra	76
position as stated in Box 6 and expected ready to load under	6	expenses incurred.	77
this Charter Party about the date as described in Box 7 and the	7	(c) Officers' and crew's overtime shall always be paid by the	78
party mentioned in Box 3 as Charterers (hereinafter as "the	8	Owners.	79
Charterers") that the Vessel shall, with all convenient speed,	9		
sail and proceed to the loading port or place indicated in Box 9	10	8. Deck Cargo	80
or so near thereto as she may safely get and lie always afloat,	11	The Owners shall have the option to load cargo on deck at the	81
and there load, with her own tackle, a full and complete or part	12	Charterers' risk within the limit of the Vessel's seaworthiness,	82
cargo of Logs as described in Box 5, which the Charterers bind	13	in which case the Owners shall not be responsible for wash	83
themselves to load, and being so loaded the Vessel shall, with	14	away and/or any other damage to on-deck cargo.	84
all convenient speed, proceed to the discharging port or place	15		
indicated in Box 10 or so near thereto as she may safely get	16	9. Days on Demurrage	85
and lie always afloat and there deliver the said cargo in the	17	(a) Number of days of 24 running hours on demurrage for	86
customary manner.	18	loading stated in Box 16 shall be allowed the Charterers at	87
	19	loading port(s).	88
		(b) Should the Charterers be unable to load within the above	89
2. Freight	20	period, the Vessel shall have the liberty to sail with the	90
(a) Freight shall be prepaid on Bills of Lading quantity as	21	cargo then on board, the Charterers paying the dead-	91
specified in Box 11.	22	freight and demurrage incurred.	92
(b) Freight shall be considered as earned upon completion of	23		
loading, the Vessel and/or cargo lost or not lost.	24	10. Laydays and Cancelling Date	93
		(a) Laydays shall not commence before the date stated in Box	94
3. Laytime for Loading and Discharging	25	8.	95
(a) Cargo shall be loaded at the average rate stated in Box 12	26	(b) Should the Vessel not be ready to load (whether in berth or	96
per weather working day of 24 consecutive hours, Sundays	27	not) at or before noon on the cancelling date stated in Box	97
and Holidays excepted unless used.	28	8, the Charterers shall have the option of cancelling this	98
(b) Laytime shall commence at 1 p.m. if notice of readiness to	29	Charter Party; such option shall be declared, if demanded,	99
load is given at or before noon and at 6 a.m. next working	30	at least 48 hours before the Vessel's expected arrival at	100
day if notice given after noon unless worked sooner	31	the port of loading.	101
whereupon laytime shall begin.	32		
(c) Notice of readiness at loading port(s) shall be given during	33	11. Owners' Responsibility and Exemption	102
office hours to the Charterers or their nominees stated in	34	(a) The Owners shall, before and at the beginning of the	103
Box 9	35	voyage, exercise due diligence to make the Vessel	104
(d) Cargo shall be discharged at the average rate stated in Box	36	seaworthy and properly manned, equipped and supplied	105
13 per weather working day of 24 consecutive hours	37	and to make the holds and all other parts of the Vessel in	106
Sundays and Holidays excepted unless used.	38	which cargo is carried fit and safe for its reception,	107
(e) Laytime shall commence at 1 p.m. if notice of readiness to	39	carriage and preservation.	108
discharge is given at or before noon and at 6 a.m. next	40	(b) The Owners shall properly and carefully handle, carry,	109
working day if notice given after noon unless worked sooner	41	keep and care for the cargo.	110
whereupon laytime shall begin.	42	(c) The Owners shall not be liable for loss of or damage to the	111
(f) Notice of readiness at discharging port(s) shall be given	43	cargo arising or resulting from: unseaworthiness, unless	112
during office hours to the Charterers or their nominees	44	caused by want of due diligence on the part of the Owners	113
stated in Box 10.	45	to make the Vessel seaworthy, and to secure that the	114
(g) Time lost in waiting for berth shall count as laytime.	46	Vessel is properly manned, equipped and supplied, and to	115
(h) Laytime for loading and discharging shall be non-reversible.	47	make the holds and all other parts of the Vessel in which	116
		cargo is carried fit and safe for its reception, carriage and	117
4. Rotation	48	preservation.	118
Rotation of loading and discharging ports shall be at the	49	(d) The Owners shall not be responsible for loss of or damage	119
Owners' option.	50	to the cargo arising or resulting from: act, neglect or	120
		default of the Master, mariner, pilot, or the servants of the	121
5. Demurrage and Despatch Money	51	Owners in the navigation or in the management of the	122
(a) Demurrage shall be paid to the Owners at the rate as	52	Vessel; fire, unless caused by the actual fault or privity of	123
agreed in Box 14 per day of 24 running hours or pro rata for	53	the Owners; perils, dangers and accidents of the sea or	124
any part thereof, payable day by day, for all time used in	54	other navigable waters; act of God; act of war; act of	125
excess of laytime at loading or discharging port(s).	55	public enemies; arrest or restraint of princes, rulers or	126
(b) Despatch Money shall be paid to the Charterers at the rate	56	people, or seizure under legal process; quarantine	127
as agreed in Box 15 per day of 24 running hours or pro rata	57	restrictions; act or omission of the Charterers or of the	128
for any part thereof for laytime saved at loading or	58	shippers or owners of the cargo, their agents or	129
discharging port(s).	59	representatives; strikes or lock-outs or stoppage or	130
(c) Demurrage at loading port(s) and/or at discharging port(s)	60	restraint of labor from whatever cause, whether partial or	131
shall be settled at the place stated respectively in Box 14.	61	general (provided that nothing herein contained shall be	132
(d) Despatch Money at loading port(s) and/or at discharging	62	construed to relieve the Owners from responsibility for their	133
port(s) shall be settled at the place stated respectively in	63	own acts); riots and civil commotions; saving or attempting	134
Box 15.	64	to save life or property at sea; wastage in bulk or weight or	135
		any other loss or damage arising from inherent defect,	136
6. Free In and Out	65	quality or vice of the cargo; insufficiency of packing;	137
(a) The Charterers shall load, stow and discharge the cargo	66	insufficiency or inadequacy of marks; latent defects not	138
free of risks and expenses to the Owners. The Charterers	67	discoverable by due diligence; any other cause arising	139
shall have the liberty of working all available hatches.	68	without the actual fault or privity of the Owners or without	140
(b) The Vessel shall provide motive power, winches, gins and	69	the fault of the agents or servants of the Owners.	141
falls at all times and, if required, shall supply light for night	70		
work on board free of expenses to the Charterers.	71	12. Responsibility for Cargo	142
		The Owners shall not be responsible for split, chafing and/or	143
		damage unless caused by the negligence or default of the	144
		Master or crew.	145

NANYOZAI 1997 (PART II)

13. Stevedore Damage	146	lock-out. On delivery of the cargo at such port(s), all	219
(a) The Charterers shall be responsible for proved loss of or	147	conditions of this Charter Party and of the Bill of Lading	220
damage (beyond ordinary wear and tear) to any part of the	148	shall apply and the Vessel shall receive the same freight	221
Vessel caused by stevedores at both ends.	149	as if she had discharged at the original port(s) of	222
(b) Such loss or damage, as far as apparent, shall be reported	150	destination.	223
by the Master to the Charterers, their agents or their	151		224
stevedores within 24 hours after occurrence.	152		224
14. Deviation	153	21. General War Clause	224
The Vessel shall have the liberty to call at any port or ports en	154	(a) If the nation under whose flag the Vessel sails should be	225
route, to sail without pilot, to tow and/or assist vessels in all	155	engaged in war and the safe navigation of the Vessel	226
situations, and to deviate for the purpose of saving life and/or	156	should thereby be endangered either party shall have the	227
property or for bunkering purposes or to make any reasonable	157	option of cancelling this Charter Party, and if so cancelled,	228
deviation.	158	cargo already shipped shall be discharged either at the	229
		port(s) of loading or at the nearest safe place at the risk	230
		and expense of the Charterers.	231
15. Owners' Lien	159	(b) If owing to outbreak of hostilities the cargo loaded or to be	232
(a) The Owners shall have a lien on the cargo for all freight,	160	loaded under this Charter Party or part thereof becomes	233
dead-freight, demurrage, damages for detention, general	161	contraband of war whether absolute or conditional or liable	234
average and all and every other sum of money which may	162	to confiscation or detention according to international law	235
become due to the Owners under this Charter Party.	163	or the proclamation of any of the belligerent powers, each	236
(b) The Charterers shall remain responsible for above sum	164	party shall have the option of cancelling this Charter Party	237
only to such extent as the Owners have been unable to	165	as far as such cargo is concerned, and the contraband	238
obtain payment thereof by exercising the lien on the cargo.	166	cargo already loaded shall then be discharged either at the	239
		port(s) of loading or at the nearest safe place at the	240
		expense of the Charterers. The Owners shall have the right	241
16. Measurement	167	to fill up with other goods instead of the contraband.	242
Cargo shall be measured by official measurers or sworn	168	(c) Should any port(s) where the Vessel has to load under this	243
measurers according to Brereton Scale/Hoppus Scale before	169	Charter Party be blockaded, this Charter Party shall be null	244
loading.	170	and void with regard to the goods to be shipped at such	245
		port(s).	246
17. Bills of Lading	171	(d) No Bills of Lading shall be signed for any blockaded	247
The Master shall sign Bills of Lading at such rate of freight as	172	port(s), and if the port(s) of destination is declared	248
presented without prejudice to this Charter Party, but should	173	blockaded after Bills of Lading have been signed, the	249
the freight by Bills of Lading amount to less than the total	174	Owners shall discharge the cargo either at the port(s) of	250
chartered freight, the difference shall be paid to the Owners in	175	loading, against payment of the expenses of discharge if	251
cash on signing Bills of Lading.	176	the Vessel has not sailed thence or, if sailed, at any safe	252
		port(s) on the way as ordered by the Charterers or if no	253
18. General Average	177	order is given at the nearest safe place against payment of	254
General average shall be adjusted and settled at the place	178	full freight.	255
indicated in Box 17, according to the York-Antwerp Rules,	179	22. Both-to-Blame Collision Clause	256
1994 or any modification thereof.	180	(a) If the Vessel comes into collision with another ship as a	257
		result of the negligence of the other ship and any act,	258
19. Agency	181	neglect or default of the Master, mariner, pilot or the	259
In every case the Owners shall appoint their agents both at	182	servants of the Owners in the navigation or in the	260
loading and discharging port(s).	183	management of the Vessel, the owners of the cargo	261
		carried hereunder will indemnify the Owners against all	262
20. Strike Clause	184	loss or liability to the other or non-carrying ship or her	263
(a) Neither the Charterers nor the Owners shall be responsible	185	owners insofar as such loss or liability represents loss of or	264
for the consequences of any strikes or lock-outs	186	damage to, or any claim whatsoever of the owners of said	265
preventing or delaying the fulfilment of any obligations	187	cargo, paid or payable by the other or non-carrying ship or	266
under this Charter Party.	188	her owners to the owners of said cargo and set off,	267
(b) If there is a strike or lock-out affecting the loading of the	189	recouped or recovered by the other or non-carrying ship	267
cargo or any part of it at the time when the Vessel must	190	or her owners as part of their claim against the carrying	268
start on or during her voyage to the port(s) of loading, the	191	Vessel or the Owners.	270
Charterers or the Owners shall have the option of	192	(b) The foregoing provisions shall also apply where the	271
cancelling this Charter Party.	193	owners, operators or those in charge of any ship or ships	272
(c) If such strike or lock-out is going on at or occurs after the	194	or objects other than, or in addition to, the colliding ships	273
Vessel's arrival at port(s) of loading, the Charterers have	195	or objects are at fault in respect to a collision or contact.	274
the right either to keep the Vessel waiting paying full	196	23. Indemnity	275
demurrage or to cancel this Charter Party. Such	197	Indemnity for non-performance of this Charter Party shall be	276
cancellation shall take place within 24 hours after the	198	proved damages.	277
Vessel's arrival or 24 hours after the subsequent	199	24. Sublet	278
occurrence of such strike or lock-out.	200	The Charterers shall have the option of subletting whole or	279
(d) If part of the cargo has then already been loaded, the	201	part of the Vessel, they remaining responsible for due	280
Owners must proceed with same if requested by the	202	fulfilment of this Charter Party.	281
Charterers, having the liberty to complete with other cargo	203	25. Arbitration	282
at the same loading port or any other nearby port(s) for the	204	Any dispute arising from this Charter Party shall be submitted	283
same destination or any other nearby port(s) for their	205	to arbitration held in Tokyo by the Tokyo Maritime Arbitration	284
account.	206	Commission (TOMAC) of The Japan Shipping Exchange, Inc.,	285
(e) If there is a strike or lock-out affecting the discharge of the	207	in accordance with the Rules of TOMAC and the award given	286
cargo at the time of the Vessel's arrival at or off the port(s)	208	by the arbitrators shall be final and binding on both parties.	287
of discharge, or occurring after the Vessel's arrival, the	209	26. Charter Party Holder	288
Charterers shall have the option of keeping the Vessel	210	This Charter Party has been signed by both parties and shall	289
waiting until such strike or lock-out is at an end against	211	be in the custody of the Owners.	290
paying half the demurrage for the time the Vessel is	212		
delayed or, of ordering the Vessel to nearby safe port(s)	213		
where she can safely discharge her cargo without risk of	214		
being detained by strike or lock-out, against paying all	215		
extra expenses incurred; such option shall be declared	216		
within 36 hours after the arrival at or off the port(s) of	217		
discharge or the subsequent occurrence of the strike or	218		