

1. Place and date of Contract	
2. Owners/place of business (Cl. 1)	3. Charterers/place of business
4. Vessels (name, type and other particulars) (Cl. 1) Tug: Barge:	
5. Cargo (full description of cargo and state maximum weight of cargo and maximum expected draft of laden barge) (Cl. 1 & 11(e))	
6. Loading port(s)/place(s) (Cl. 1)	7. Discharging port(s)/place(s) and intended route from loading port(s)/place(s) to discharging port(s)/place(s) (Cl. 1, 3(b) & 13(a))
8. Loading method(s) (Cl. 5(c))	9. Discharging method(s) (Cl. 5(e))
10. Initial Delivery Period (Cl. 9(a))	11. Delivery Period Notification Schedule (Cl. 9(b) and (c)) Number of days' notice: Delivery Window:
12. Daily compensation for late delivery (Cl. 9(c))	
13. Barge Engineer (State amount) (Cl. 4(a)) Daily rate: Overtime rate (per hour):	
14. Cancelling (State number of days after delivery date) (Cl. 9(c), 9(d), 9(e), 9(f) & 9(h))	15. Notices for delivery to be given to (Cl. 10(a))
16. Marine Warranty Surveyor(s) and date for approval of Vessels (Cl. 11(a) & 11(b))	
17. Freight and Payment Schedule (Cl. 12 & Cl. 14(b))	18. Payment of Freight, Delay Payments, etc. (currency and where payable; also state Owners' bank account) (Cl. 12 & Cl. 13(d))
19. Free time at loading/discharging port(s)/places(s) and canal transit (if applicable) (Cl. 13(a) & 14(a))	
	20. Delay rate per day (Cl. 3(b), 3(c), 6(b), 8, 13(b), 14(a), 14(c), 17 & 20(b)) in Port: At Sea:
21. Canal transit costs (if any) limited to (Cl. 14(b))	22. Price per metric ton of bunker oil and quantity (Cl. 15)
23. Termination Fee(s) (state amount(s) with schedule, if agreed) (Cl. 20(a) & 20(b))	24. Taxes (Cl. 7)
	25. General average shall be adjusted/settled at (Cl. 26)
26. Interest rate (%) per annum to run from (state number of days) after any sum is due (Cl. 28)	27. Brokerage and to whom payable (Cl. 30)
28. Dispute Resolution (state 31(a), 31(b) or 31(c) of Cl. 31, as agreed; if 31(c) agreed state place of arbitration) (Cl. 31)	29. Additional clauses, if agreed

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

Signature (Owners)	Signature (Charterers)
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1. Definitions

In this Charter Party the following words and expressions shall have the meanings hereby assigned to them:

“Owners” shall mean the party identified in Box 2.

“Charterers” shall mean the party identified in Box 3.

“Vessels” shall mean the tug and barge as described in Box 4.

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

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

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

“Transportation” shall mean the carriage of the cargo, including the towage of laden barges and, as the case may be, the loading, discharge and all other operations connected therewith.

2. Voyage

- (a) It is agreed between the Owners and the Charterers that, subject to the terms and conditions of this Charter Party, the cargo shall be transported by the Owners from the Loading Port(s), or so near thereto as the Vessels may safely get and lie always safe and afloat, to the Discharging Port(s), or so near thereto as they may safely get and lie always safe and afloat.
- (b) The Owners shall exercise due diligence in making the Vessels seaworthy before and at arrival at the Loading Port. The Owners shall perform the voyage with due despatch unless otherwise agreed.

3. Deviation and Delays

- (a) The Vessels have the 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, Vessels and for any other reasonable purpose.
- (b) Without prejudice to the provisions of Clause 26, should the Tug Master decide, for the purpose of the safety of the cargo, to deviate from the normal route which is stipulated in Box 7, or reduce speed, the Owners shall be entitled to receive from the Charterers additional compensation at the appropriate Delay rate as set out in Box 20 for all time spent by the Vessels at sea in excess of the time which would have been spent had such reduction of speed or deviation not taken place.

The time lost shall include all time used until the Vessels reach the same or equidistant position to that where the deviation commenced and the Charterers shall also pay all additional expenses incurred by such deviation including bunkers, port charges, pilotage, tug boats, agency fees and any other expenses whatsoever incurred.

The Owners shall give prompt notification of any delay or deviation to the Charterers and any claims for additional compensation shall be supported by appropriate documentation.

- (c) If the Vessels for reasons beyond the Owners’ control are being delayed at the Loading Port and/or the Discharging Port, including obtaining free pratique, customs and port clearance or other formalities, but not including delays caused by the late or non-arrival of the Tug, such delays shall be paid for by the Charterers at the Delay rate stipulated in Box 20.

4. Barge Engineer

- (a) The barge machinery and ballasting equipment may be utilised by the Charterers subject to the Charterers always using a fully qualified barge engineer provided by the Owners. If the services of a barge engineer are required, the Charterers shall give the Owners 72 hours notice in writing plus allowance for travelling time for each occasion the barge engineer is required. The Charterers agree to pay an amount per day as stated in Box

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13 per barge engineer for a 10 hour working day including but not limited to travelling time and/or time for standby associated therewith. For any hour in excess of 10 hours per day the Charterers shall pay the amount per hour of the overtime rate per barge engineer stated in Box 13. In addition the Charterers shall pay all travel expenses, accommodation expenses and meals for each barge engineer, all according to the Owners' invoice, at cost plus 10% and reimburse the Owners for any advance payments they have made in this respect. Payment shall be made on receipt of the Owners' invoice.

- (b) The barge engineer shall be deemed to be a servant of the Charterers and the Charterers shall indemnify and hold the Owners harmless from and against all consequences and/or liabilities arising from the ballast operations.
- (c) For float on/float off operations where the barge is to be submerged, all ballasting operations will be carried out by the Owners' personnel and the costs shall be included in the lumpsum price stated in Box 17 or delay rate stated in Box 20.

5. Loading and Discharging

- (a) The Charterers shall have the cargo in all respects ready for the said voyage at the Loading Port on the delivery date.

The precise loading area or place within the agreed Loading Port, which shall be always safe and accessible and suitable for the loading operation, shall be nominated by the Charterers, always subject to the approval of the Owners and the Marine Warranty Surveyor. Such approval shall not be unreasonably withheld.

- (b) The barge shall be delivered with cargo spaces free of any obstructions with all previous seafastenings removed and the Vessels shall be properly documented as regards trading certificates, classification and equipment. All other equipment shall be provided by the Charterers. When the cargo has been loaded and positioned, it shall be seafastened and/or lashed by the Charterers at their expense to the satisfaction of the Marine Warranty Surveyor.
- (c) At the Loading Port, the cargo shall be delivered by the Charterers without delay at any time during day or night, Saturdays, Sundays and holidays included. The cargo shall be placed on board the barge and positioned by the Charterers to the full satisfaction of the Owners and the Marine Warranty Surveyor. The Charterers shall procure and pay for all labour and all necessary equipment other than that stated in Box 4. If agreed in Box 8 that the cargo shall be loaded by means of float-on method, the Charterers shall position the cargo over the barge's submerged deck to the full satisfaction of the Owners and the Marine Warranty Surveyor. The Owners shall attach lines to the cargo and shall position and secure the cargo over the submerged deck by using winches and/or tugs. The Charterers shall procure and pay the necessary labour and winchmen.

The Charterers shall procure and pay for workboats and tugs required for the positioning of the cargo. The Owners shall have the right to use such workboats and tugs for the loading operation.

- (d) The precise discharging area or place within the Discharging Port and which shall be always safe and accessible and suitable for the discharging operation, shall be named by the Charterers well in advance of the Vessels' arrival, always subject to the approval of the Owners and the Marine Warranty Surveyor. Such approval shall not be unreasonably withheld.

At the Discharging Port the Charterers shall take delivery of the cargo without delay in accordance with Clause 5(e) at any time during day or night, Saturdays, Sundays and holidays included.

- (e) Prior to actual discharge the Charterers shall, unless otherwise agreed, remove seafastening and/or lashing and prepare the barge for the discharge operation. The entire discharge operation shall always be done to the full satisfaction of the Marine Warranty Surveyor.

The Charterers shall discharge the cargo and shall procure and pay for the necessary equipment and labour for the discharge of the cargo.

If agreed in Box 9 that the cargo shall be discharged by means of float-off method, the Owners shall submerge the barge. The Charterers shall procure and pay the necessary winchmen.

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The Charterers shall procure and pay for workboats and tugs required for discharging the cargo. The Owners shall have the right to use such workboats and tugs for the discharging operations. The Charterers shall take custody of the cargo as soon as afloat.

After the discharge operation the Charterers shall remove all remaining seafastening and/or lashing, unless otherwise agreed.

- (f) Except as otherwise provided in this Charter Party, all agency charges, port charges (including compulsory charges for shore watchmen and garbage removal), light and canal dues, pilotage, local tug assistance, consular charges, and all other charges and expenses relating to the cargo and/or to the Vessels as a result of their employment hereunder shall be for the Charterers' account. All loading, seafastening, release, discharge and clean off costs shall be for the Charterers' account.

6. Permits/Licences

- (a) All necessary permits and/or licences pertaining to the Transportation shall be provided and paid for by the Charterers.

If required, the Owners shall assist the Charterers in obtaining such permits and/or licences.

- (b) Any delay by the Charterers in obtaining the permits and/or licences related to Clause 6(a) shall be at the Charterers' time and any time lost shall be paid for at the Delay rate stipulated in Box 20.

7. Taxes

The Owners shall be responsible for the taxes stated in Box 24 and the Charterers shall be responsible for all other taxes.

In the event of change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' tax liability after the date of entering into the Charter Party, freight shall be adjusted accordingly.

8. Quarantine

Unless due to health conditions on board the Vessels, any time lost as a result of quarantine formalities and/or health restrictions imposed or incurred at any stage of the voyage, including any such loss of time at the Loading Port and/or the Discharging Port, shall be paid for by the Charterers at the Delay rate specified in Box 20. The Charterers shall also pay for all other expenses which may be incurred as a result thereof.

9. Commencement of Loading/Cancelling

- (a) The barge shall be delivered to the Charterers within the period agreed in Box 10.
- (b) The delivery period in Clause 9(a) shall be narrowed down by the Charterers to a delivery date in accordance with the delivery period notification schedule as stated in Box 11.

Each delivery window shall always be within the previously notified window and the number of days' notice shall always be counted from the first day in the window.

- (c) Should the barge not be delivered according to Box 11 the Owners shall pay as compensation to the Charterers a daily rate as stated in Box 12 for each day, or pro rata for part thereof, counting from 2400 hours on the delivery date until the day and time delivery actually takes place, but in any event for not more than the number of days stated in Box 14. Such compensation shall be deemed liquidated damages and be the Charterers sole remedy for late delivery. Except for the purpose of assessing compensation in accordance with this Clause 9(c) the delivery date shall, in the event the Owners have given notice in accordance with Clause 9(e) below and the Charterers have not exercised their option of cancelling, be deemed to be the revised delivery date stated in the Owners' notice.
- (d) Should the barge not be delivered latest the number of days stated in Box 14 after the delivery date the

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Charterers shall have the option of cancelling this Charter Party.

- (e) If it appears that the barge will be delayed beyond the number of days stated in Box 14 after the delivery date, the Owners shall, as soon as they are in position to state with reasonable certainty the day on which the Vessels should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling and the option must then be declared within 48 hours of the receipt by the Charterers of such notice.

If the Charterers do not then exercise their option of cancelling, the revised delivery date stated in the Owners' notice shall be regarded as the new delivery date for the purpose of this Clause.

- (f) The Owners shall not be responsible for any loss or damages whatsoever incurred by the Charterers as a result of the Charterers cancelling this Charter Party as per Clause 9(d) nor shall the Owners be responsible for any loss or damages whatsoever suffered by the Charterers as a result of the failure of the barge to be ready for loading latest on the cancelling date agreed in Box 14 in the case that a new cancelling date has been agreed.
- (g) If, for reasons beyond the Owners' control, the loading operation has not commenced within 14 days from tendering of notice of readiness, the Owners shall have the option of cancelling this Charter Party. If the Owners exercise their option of cancelling the Charter Party in accordance with this sub-clause, the Charterers shall pay to the Owners the applicable termination fee according to the provisions of Clause 20 in addition to any delay payment incurred.
- (h) If Box 14 is not appropriately filled in then 7 days shall apply.

10. Notices to the Charterers

- (a) Notice of Readiness

The Owners shall give notice of readiness as per Box 15 advising when the Vessels are ready to commence loading at the Loading Port and when the Vessels are ready to commence discharge at the Discharging Port. All notices may be given at any time of the day, Fridays, Saturdays, Sundays and holidays included, whether within the official port limits or not, and notwithstanding hindrances as referred to in Clause 3(c).

- (b) Prior to arrival at the Loading Port(s) the Owners shall keep the Charterers duly advised of the expected time of arrival of the barge.
- (c) After departure from the Loading Port(s) the Owners shall give daily notice of expected time of arrival at Discharging Port(s).

11. Marine Warranty Surveyor(s)/Approval of the Vessels and Condition of the Cargo

- (a) The Marine Warranty Surveyor(s) stated in Box 16 shall be appointed for this Transportation by the Charterers. If Box 16 has not been filled in, the Charterers shall appoint Marine Warranty Surveyor(s) acceptable to the cargo underwriters, subject to the Owners' approval which shall not be unreasonably withheld.
- (b) The Marine Warranty Surveyor(s) shall approve the suitability of the Vessels for the Transportation as soon as possible, but no later than the date stated in Box 16. Should the Marine Warranty Surveyor(s) not give approval by the date stipulated in Box 16, either the Charterers or the Owners may elect to terminate this Charter Party and all freight paid or advanced by the Charterers to the Owners shall be promptly refunded.
- (c) All documentation reasonably required of the Owners by the Marine Warranty Surveyor(s) for their approval of the Transportation shall be submitted to the Charterers at the earliest possible stage after this Charter Party is made, if not already submitted earlier. The Charterers shall pay all expenses relating to the production of documentation related to the cargo and/ or the Charterers' equipment. The Owners shall pay all expenses relating to documentation related to the Vessels and all other equipment being provided by the Owners in the performance of the Transportation.
- (d) The Charterers shall arrange and pay for all the Marine Warranty Surveyor(s) services, including their approval of the Vessels and the Transportation.

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- (e) The Charterers warrant that the full description of the cargo mentioned in Box 5 is correct and further warrant that the cargo is in all respects tight, staunch, strong and in every way fit for the Transportation. Should the cargo and/or its description not be in compliance with the aforesaid then the Owners shall have the option to cancel this Charter Party.

If the Owners exercise their option to cancel the Charter Party in accordance with this Clause the Charterers shall pay to the Owners the applicable termination fee according to the provisions of Clause 20.

12. Freight

The lumpsum freight shall be paid according to the schedule stated in Box 17. Each instalment shall be fully and irrevocably earned when due as set out in Box 17. Freight earned shall be non-returnable whether the Vessels and/or the cargo are lost or not lost and whether lost due to perils of the sea or howsoever. The freight and all other sums payable to the Owners under this Charter Party shall be payable without any discount, deduction, set-off, lien, claim or counter-claim, and shall be paid in the currency and into the Owners' bank account stated in Box 18.

13. Free Time/Delay Payment

- (a) The Charterers are allowed the free time stipulated in Box 19 in the Loading Port(s) and Discharging Port(s) and for canal transit if applicable, Fridays, Saturdays, Sundays and holidays included.

The free time at the Loading Port(s) shall start counting after notice of readiness has been tendered, in accordance with Clause 10(a), unless loading has commenced earlier and shall count until the cargo is in all respects fully seafastened on board the barge and approved by the Marine Warranty Surveyor(s).

The free time at the Discharging Port(s) shall start counting after notice of readiness has been tendered in accordance with Clause 10(a), unless discharge has commenced earlier and shall count until the cargo and all seafastenings/lashings are removed from the barge with deck cleaned and the barge is in all respects ready for sea.

Time lost in waiting for berth at loading or discharging port shall count as free time or time on delay. If the cargo is to be loaded and/or discharged by float-on/float-off method, time used for the actual loading and discharge operation (dry deck to dry deck) shall not count as free time or time on delay, unless such time used is due to reasons beyond the Owners' control.

- (b) Delay payment shall be payable for all time used in excess of the free time.

The Delay rate for the Vessels is the amount stipulated in Box 20 calculated per day or pro rata for part of a day.

- (c) Free time shall not count and delay payments shall not accrue for time lost by reason of strike or lockout of the Master, officers or crew or by reason of breakdown of the Vessels or the Owners' equipment.
- (d) The delay payment and other amounts which are calculated at the delay rate fall due and are payable by the Charterers immediately upon presentation of the Owners' invoice to the Owners' bank account stipulated in Box 18.

Should more than 14 days of delay payment have accrued, the Owners are entitled to delay payment on account. The Owners may demand payment against presentation of invoices covering the first 14 days and thereafter for every 7 days.

14. Canal Transit

- (a) If the Transportation is scheduled to pass through a canal according to Box 7, the Charterers are granted free time for any such transit, and such free time shall count against the number of hours stipulated in Box 19. If the Transportation is delayed beyond the free time stipulated therein, unless the Owners are responsible for such delay, the Charterers shall pay for such extra transit time at the Delay rate stipulated in Box 20 and shall, in addition, pay for all other documented extra expenses thereby incurred. Canal transit time is defined as from

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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) The freight rate stipulated in Box 17 is based upon the Owners paying canal tolls limited to the amount stipulated in Box 21. Any increase in the canal tolls and/ or any additional expenses for the canal transit actually paid by the Owners shall be reimbursed by the Charterers to the Owners upon presentation of the Owners' invoice.
- (c) Should the transit of a canal be made impossible for reasons beyond the Owners' control, the Charterers shall pay for all extra time by which the voyage is thereby prolonged at the Delay rate stated in Box 20. The Charterers shall also pay all other expenses, including for bunkers, in addition to those which would normally have been incurred had the Vessels been standing-by in port less the amount of canal tolls saved by the Owners for not having transitted the canal.

15. Bunker Escalation

This Charter Party is concluded on the basis of the price per metric ton and the quantity of bunker oil stated in Box 22.

If the price actually paid by the Owners for this quantity of bunker oil should be higher, the difference shall be paid by the Charterers to the Owners.

If the price actually paid by the Owners for this quantity of bunker oil should be lower, the difference shall be paid by the Owners to the Charterers.

16. Ice

The Vessels shall not be obliged to force ice but, subject to the Owners' approval having due regard to their 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 Vessels' passage is impeded by ice, or if on arrival the Loading Port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port. If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon free time as if the port named in the Charter Party were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.

(ii) If at any Loading Port the Master considers that there is a danger of the Vessels being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessels may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessels may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' 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 Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessels waiting until the port is accessible against paying compensation in an amount equivalent to the delay rate or of ordering the Vessels to a safe and accessible alternative port.

If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.

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

(iii) On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of any cargo note or receipt issued in respect of any shipment hereunder shall apply and the Vessels 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.

17. Dangerous Cargo

If part of the cargo is of an inflammable, explosive or dangerous nature or condition or at any stage may develop into such nature or condition it must be packed and stored or stowed in accordance with IMO Dangerous Goods Code and/or other applicable regulations always to the full satisfaction of the Master. Any delay to the Transportation in this respect shall be paid for by the Charterers at the Delay rate stipulated in Box 20.

18. Lien

The Owners shall have a lien on the cargo and any Charterers' equipment for all freight and all other expenses in relation to the Transportation including deadfreight, advances, delay payments, damages for detention, general average and salvage including costs for recovering same.

19. Substitution

The Owners shall be entitled at any time before delivery to provide substitute Vessels, provided such substitute Vessels are approved by the Marine Warranty Surveyor(s) and subject also to the Charterers' prior approval, which shall not be unreasonably withheld.

20. Termination

- (a) Notwithstanding anything else provided herein, the Charterers shall have the right to terminate this Charter Party prior to the barge's arrival at the first Loading Port against payment of the applicable amount stipulated in Box 23.
- (b) Furthermore, the Charterers shall have the right to terminate this Charter Party after the barge's arrival at the first Loading Port but not later than upon commencement of loading against payment of the applicable amount stipulated in Box 23 plus compensation for all time spent at the first Loading Port at the Delay rate stipulated in Box 20 together with the actual expenses incurred by the Owners in preparation for the loading.
- (c) If Box 23 is not appropriately filled in then this Clause shall not apply.

21. Liability and Indemnity

- (a) Definitions

For the purpose of this Clause "Owners' Group" shall mean: the Owners, and their contractors and sub-contractors, and Employees, Servants or Agents of any of the foregoing.

For the purpose of this Clause "Charterers' Group" shall mean: the Charterers, and their contractors, sub-contractors, co-venturers and Charterers' customers with whom they have a contractual relationship in respect of the job or project on which the Vessels are employed, and Employees, Servants or Agents of any of the foregoing.

- (b) Notwithstanding anything else contained herein, the Owners shall be liable for all loss or damage of

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whatsoever nature to or sustained by the Vessels, any liability in respect of wreck removal and the expense of moving, lighting or buoying the Vessels, and any liability in respect of death or injury of any of the Owners' Group, and any liability in respect of other cargo on board not the subject of this Charter Party, all of which shall be for the sole account of the Owners without recourse to the Charterers, their servants or agents, and the Owners shall indemnify, defend and hold the Charterers harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature including legal expenses arising from the foregoing.

- (c) Notwithstanding anything else contained herein, the Charterers shall be liable for all loss or damage or delay of whatsoever nature and howsoever caused to or sustained by the cargo, including any property operated, owned, hired and/or leased by any member of the Charterers' Group on board, and any liability in respect of wreck removal and the expense of moving, lighting or buoying the cargo, and any liability in respect of death or injury of any of the Charterers' Group, or the Marine Warranty Surveyor(s) personnel, and all liabilities consequent upon loss, damage or delay to the cargo, all of which shall be for the sole account of the Charterers without recourse to the Owners, their servants or agents or insurers and the Charterers shall indemnify, defend and hold all these harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature including legal expenses arising from the foregoing.

- (d) Consequential Damages

Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined in Clause 21(a).

"Consequential damages" shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Charter Party.

- (e) Any provisions of this Charter Party to the contrary notwithstanding, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owners or chartered Owners of vessels by any applicable statute or rule of law for the time being in force, and the same benefits to apply regardless of the form of signatures given to this Charter Party.

22. Bills of Lading, Cargo Notes and Receipts

- (a) No bills of lading will be issued for shipments under this Charter Party.
- (b) The cargo shall be shipped on deck at the Charterers' risk and the Owners not to be responsible for any loss or damage or delay to the cargo whatsoever or howsoever arising and by whosoever caused.
- (c) In the event of a conflict of conditions between this Charter Party and any cargo note or receipt issued in respect of any shipment hereunder, the terms, conditions, liberties, clauses and exceptions of this Charter Party, including Clause 31 (BIMCO Dispute Resolution Clause), shall prevail.

23. Insurance

- (a) Without prejudice to the Charterers' obligations and liabilities under this Charter Party, the Charterers shall take out and, in their name and at their expense, maintain at all material times and throughout the duration of this Charter Party a policy or policies of insurance in respect of all loss or damage to the cargo up to the full value of the cargo including but not limited to a policy or policies comprising All Risks cargo cover and cover against liabilities to third parties (including liability in respect of death and injury and claims for consequential loss), and wreck removal of the cargo. The Charterers shall arrange at their expense that the Owners shall be named as co-insured under the said policy or policies of insurance and arrange that the underwriters waive the right of subrogation. Co-insurance and waiver of subrogation shall be given only in so far as these relate to liabilities which are properly the responsibility of the Charterers under the terms of this Charter Party. The Charterers hereby agree to produce the original certificates of insurance maintained hereunder to the Owners or their appointed representatives when requested so to do.
- (b) The Owners shall arrange at their expense such insurance(s) as required to protect the Charterers against the

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Owners' liabilities under Clause 21(b). The Owners hereby agree to produce the original certificate(s) of insurance maintained hereunder to the Charterers or their appointed representatives when requested to do so.

24. Himalaya Clause

- (a) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, clients, joint venturers and joint interest owners (always with respect to the job or project on which the tug and barge are employed); their respective employees and their respective underwriters.
- (b) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and subsidiary companies, the Owners' contractors, sub-contractors, the tug, its Master, Officers and Crew, the barge, their registered owner, their operator, their demise charterer(s), their respective employees and their respective underwriters.
- (c) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.

25. Both-to-Blame Collision Clause

If the Vessels come into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or in the management of the Vessels, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel 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 the said cargo, paid or payable by the other or non-carrying vessel or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her Owners as part of their claim against the carrying Vessels or Owners. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

26. 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.

Should adjustment be made in accordance with the law and practice of the United States of America, the following clause shall apply:

"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 Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or owners of the cargo shall contribute with the Owners in general average to the payment of any sacrifices, loss 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 cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the cargo to the Owners before delivery".

27. War Risks (VOYWAR 2004)

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

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(i) “Owners” shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessels, 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 Owners, may be dangerous or are likely to be or to become dangerous to the Vessels, their cargo, crew or other persons on board the Vessels.

- (b) If at any time before the Vessels commence loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely to expose, the Vessels, their cargo, crew or other persons on board the Vessels to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessels, their cargo, crew or other persons on board the Vessels 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 Charterers the Vessels, their cargo, crew, or other persons on board the Vessels may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (c) The Owners 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 Owners, the Vessels, their cargo (or any part thereof), crew or other persons on board the Vessels (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers 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 Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. The Owners shall be entitled to recover from the Charterers 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 Owners having a lien on the cargo for such expenses and freight.
- (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 Owners, the Vessels, their cargo, crew or other persons on board the Vessels 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 Owners shall give notice to the Charterers that this route will be taken. In this event the Owners 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 Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessels 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 their account.
- (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers’ orders, or in order to fulfil the Owners’ obligation under this Charter Party, the Vessels are within, or are 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 Charterers to the Owners within 14 days after receipt of the Owners’

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invoice. If the Vessels discharge all of her cargo within an area subject to additional premiums as herein set forth, the Charterer shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessels leave such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.

(f) The Vessels 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 Vessels sail, or other Government to whose laws the Owners are 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 Owners are 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 Vessels 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 Vessels 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 Owners under any provisions of this Clause, to load other cargo for the Owners' 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.

28. Interests

If any amounts due under this Charter Party are not paid when due, then interest at the rate stated in Box 26 shall be paid on all such amounts until payment is received.

29. Agency

The Vessels shall be addressed to Charterers' agents at Port(s) of Loading and Port(s) of Discharging.

30. Brokerage

The Owners shall pay a brokerage at the rate stated in Box 27 to the Broker(s) mentioned in Box 27 on any freight, delay payment 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.

31. 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.

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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.

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.

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(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.

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

(e) If Box 28 in Part I is not appropriately filled in, Clause 31(a) of this Clause shall apply. Clause 31(d) shall apply in all cases.

* Clauses 31(a), 31(b) and 31(c) are alternatives; indicate alternative agreed in Box 28.

32. BIMCO ISPS/MTSA Clause for Voyage Charter Parties

(a) (i) The Owners 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 Owners 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 Owners shall provide the Charterers 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) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account.

(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.

(ii) Except as otherwise provided in this Charter Party, loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account 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 Owners' failure to comply with their 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 Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' 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, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(e) If either party makes any payment which is for the other party's account according to this Clause, the other

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party shall indemnify the paying party.

33. 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.

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