



THE BIMCO RUSSIAN WOOD CHARTER PARTY 1961

(Revised 1995 and 2002)

(Russian Baltic, White Sea, Barents Sea and Kara Sea Ports to the United Kingdom, the Republic of Ireland and other Countries)

CODE NAME: "RUSWOOD"

PART 1

 Agreed with:
 THE RUSSIAN UNION OF TIMBER EXPORTERS
 THE TIMBER TRADE FEDERATION

1. Shipbroker		2. Place and date	
3. Owners/Disponent Owners (Cl. 1)		4. Charterers (Cl. 1)	
5. Shippers (state full address) (Cl. 6.1)		6. Vessel's name (Cl. 1)	
		7. Class (Cl. 1)	8. GT/NT (Cl. 1)
9. Hatch Dimensions (Cl. 1)		10. Vessel geared/gearless (Cl. 1) (delete as appropriate)	11. Vessel's cargo capacity in m ³ (Cl. 1)
		12. Present position (Cl. 1)	
		13. First layday (Cl. 1)	14. Cancelling date (Cl. 1)
15. Loading port(s) (Cl. 2)		17. Discharging port(s) (Cl. 4)	
16. Loading port(s) where Vessel may lie safe aground (Cl. 2)		18. Discharging port(s) where Vessel may lie safe aground (Cl. 4)	
19. Cargo (Cl. 3) (Insert any limit on deck load)			
20. Freight rate and currency (Cl. 5.1)		21. Owner's Bank account (Cl. 5.1)	
22. Alternative manner of payment (Cl. 5.1)		23. Percentage (Cl. 5.1)	25. Loading price (Cl. 6.3 (b))
		24. Loading expenses (state whether alternative (a) or (b) (Cl. 6.3))	
26. Average loading rate (Cl. 6.5)	27. Demurrage rate (load) (Cl. 6.5)	28. Despatch Money (load) (optional) (Cl. 6.5)	29. Loading equalisation charge (Cl. 6.5)
30. Shore appliances cost (load) (Cl. 6.6)	31. Discharging expenses (state whether alternative (a) or (b) (Cl. 8.3))	32. Notify party (Cl. 8.1)	
33. Average discharging rate (Cl. 8.5)	34. Demurrage rate (disch) (Cl. 8.5)	35. Despatch money (disch) (optional) (Cl. 8.5)	36. Shore appliances cost (disch) (Cl. 8.6)
37. General Average to be settled at (Cl. 23)	38. Brokerage rate and to whom payable (Cl. 24)	39. Alternative place of arbitration (Cl. 26.2)	40. Number of additional clause, if agreed

It is mutually agreed that this Contract shall be performed subject to the conditions in this Charter Party consisting of Part 1 including additional clauses, if any agreed and stated in Box 40, and Part II. In the event of a conflict of conditions, the provisions of Part 1 shall prevail over those of Part II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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PART II
RUSWOOD RUSSIAN WOOD CHARTER PARTY

1. Preamble

It is hereby agreed between the Owners/Disponent Owners named in Box 3 (hereinafter referred to as Owners) of the good Vessel named in Box 6 and with particulars as set out in Boxes 7 and 8 and with cargo hatches of dimensions as stated in Box 9 each with at least one workable crane or winch, unless the Vessel is described in Box 10 as gearless, and of carrying capacity, inclusive of deck cargo, expressed in cubic metres as stated in Box 11, now in position as stated in Box 12 and expected ready to load under this Charter Party earliest on the layday stated in Box 13 but latest on the cancelling date stated in Box 14 and the party named as Charterers in Box 4 that:

2. Loading Port(s)

The said Vessel being tight, staunch and strong and in every way fitted for the voyage, shall with all convenient speed (having liberty to take cargo for Owners' benefit, either direct or to any port or ports on the way, and discharging the same) proceed to one safe berth at the loading port(s) stated in Box 15 or so near thereunto as she may safely get, and there load, always afloat (not always afloat but safe aground if loading at Mesane, Onega or Petchora or at such other port(s) as specifically agreed and stated in Box 16) in the customary manner as and where ordered by the Charterers or their agents.

3. Cargo and Deck Load

The Charterers shall provide a full and complete cargo of sawn/further prepared softwood and/or hardwood and/or panel products, palletized and/or length packaged and/or truck bundled as described in Box 19, the Owners having a margin of 2.5 % upwards or 0 % downwards.

The Vessel shall be provided with a full deck load unless limited in Box 19, at full freight as for under-deck cargo at the Charterers' risk, not exceeding what she can reasonably stow and carry over and above her tackle, apparel and furniture. The Owners, if required and for their account, to provide and erect uprights (but not from the cargo); to provide tarpaulins and to cover deck cargo therewith; to provide and secure lashings for deck cargo; and to provide slings if required and agreed.

The Charterers shall supply the Owners or their agents with a copy of their "loading instructions to the shippers" as soon as reasonably possible prior to commencement of loading.

4. Discharging Port(s)

Being so loaded the Vessel shall proceed therewith to the safe discharging port(s) stated in Box 17 as ordered by the Charterers on signing Bill(s) of Lading, thence to such safe berth or place within the port as may be ordered by the Charterers on arrival unless its name is inserted in Bill(s) of Lading, or so near thereunto as she may safely get, and there deliver the cargo, always afloat or, if specifically agreed and stated in Box 18, not always afloat but safe aground upon being paid freight in accordance with Clause 5.

5. Payment

5.1 Freight

The total freight calculated at the rates per cubic metre stated in Box 20 on the quantity delivered and any charges payable by the Charterers/Consignees under Clause 8 shall be paid in cash into the Owners' Bank account as stated in Box 21 or in the manner stated in Box 22 less any freight advance. Where cargoes of softwood comprise both length packaged and truck bundled goods the total freight for such cargoes shall be charged at the rates stated in Box 20. Unless another percentage is agreed and stated in Box 23, then 90% of the total freight less any freight advance, as calculated upon each Bill of Lading quantity of cargo on board the Vessel upon arrival at destination, shall be paid upon the vessel commencing discharge. Any balance of freight or refund shall be paid when the final outturn has been ascertained, in the UK/Eire on production to the Charterers/Consignees of an ex-ship tally undertaken by independent or sworn tallymen who shall be appointed and paid for by the Owners, and elsewhere on receiving Owners' invoice and certificate of final outturn.

5.2 Freight advance

If required by the Master, Charterers shall advance cash for Vessel's ordinary disbursements in the loading port at the closing rate of exchange at the loading port(s) on the day the advance is taken, endorsed upon the relevant Bill(s) of Lading subject to a charge of 2 %. Such advance shall not exceed one-third of the freight applicable to any one Bill of Lading and not more than one-third of the freight on all or any Bill(s) of Lading.

5.3 Interest

Interest on any outstanding freight or charges under Clause 8 or refund due shall accrue at the base rate plus 3%, of the currency of payment.

6. Loading

6.1 Notice of Arrival

The Master or the Owners shall telex the Charterers and the Shippers named by the Charterers or as already identified in Box 5 at loading port(s) giving at least 8 consecutive days notice for Baltic, 10 for Karelian, White and Barents Seas and 18 for Kara Sea ports, stating the Vessel's and the Charterers' name, date of this Charter Party (if known), quantity and kind of cargo according to the Charter Party, the date of the

Vessel's expected arrival at the loading port as well as the names of loading and discharging ports.
 If the Vessel cannot arrive within 2 days after the date so notified, the Owners shall inform the Charterers and the Shippers as above by telex as early as practicable stating the Vessel's estimated time of arrival. Default under this clause other than wilful misrepresentation shall not be considered a breach of the Charter Party but the Owners shall be responsible to the Charterers for proven extra costs due to non-arrival by the stated date or dates, if due care has not been exercised in giving notice of probable date of Vessel's arrival. If the Owners fail to give the required notice 1 day shall be added to the loading time for each day the notice falls short of the period stipulated, but if the Charterers should commence loading before the expiration of such additional time then laytime shall count from the actual commencement of loading.
6.2 Notice of Readiness
 Written notice of readiness to receive the cargo stating the approximate quantities of the cargo required on and under deck shall be given by the Master or the Vessel's agents on his behalf to the Shippers named in Box 5 at the loading port(s) within official office hours of the loading ports(s), after the Vessel's arrival at or off the loading port(s), provided the Vessel is in all respects ready to load, whether in berth or not, whether cleared at customs or not, whether in free pratique or not.
6.3 Loading port expenses
Stevedores
 The stevedores shall be appointed by the Charterers or the Shippers but shall be under the direction of the Master who shall remain responsible for the proper stowage of the cargo.
Loading expenses
Note: (a) and (b) are alternatives; if Box 24 is not completed, (a) will apply.
 (a) Free in and Stowed
 The cargo shall be brought alongside the Vessel in the customary manner and loaded at the Charterers' risk and expense.
 (b) Gross Terms
 The cargo shall be brought alongside the Vessel in the customary manner at the Charterers' risk and expense.
 The Owners shall pay to the Charterers or the Shippers the loading price per cubic metre stated in Box 25 calculated upon the quantity of cargo loaded, in settlement of loading and stowing.
Ice tonnage dues
 Ice tonnage dues in loading port(s) shall be for Shippers'/Charterers' account unless otherwise agreed.
Overtime
 If work is done outside official working hours or on excepted days all extra expenses shall be for the account of the party ordering same. However if such work is undertaken on the orders of the Port Authority or any similar body empowered to order the Vessel to work after official working hours or on excepted days then the Owners and the Charterers shall bear and pay such extra expenses incurred by them in complying with any such orders or directions. In all cases overtime expenses for the Vessel's Officers and Crew shall be for the Owners' account.
Extra berth at Mesane
 In the event of insufficient water preventing the Vessel from completing loading at the loading berth, the Vessel shall bear the cost of shifting to not more than one further loading berth to complete.
Completion of loading at White Sea ports
 If loading in October the Charterers undertake to load the Vessel, clear the cargo and present the Master with Bills of Lading in time to enable the pilot to take the Vessel out of the port not later than 31st October. Other than in the case of delay attributable to the Owners, on presentation by the Owners of the original or certificated copies of Underwriters' accounts, the Charterers shall immediately remit the actual cost of any extra insurance premium on current policies. In the event of any subsequent rebate or return of such extra premium, these shall be returned to the Charterers.
6.4 Counting of laytime
 Time for loading shall commence at 18.00 on the same day if the Vessel is ready to load, whether in berth or not, and written notice of readiness to load has been given during official office hours to the Shippers or their Agents at or before 12.00 and from 08.00 on the next working day if notice of readiness is given during official office hours after 12.00. After berthing, actual time lost (if any) in the Vessel obtaining customs clearance and free pratique, shall not count as laytime. Should the Vessel be prevented from entering the port and/or berthing and/or loading for any reason other than weather, tidal conditions or inefficiency of the Vessel, the Vessel shall be regarded as if ready in berth after arrival at or off the port, or so near thereunto as she may be permitted to approach and the time shall count as above. The time occupied in moving to loading berth shall not count as laytime.
 The laytime shall not commence before the first layday or the notified date of arrival whichever is the later. However, if loading commences earlier, then only the actual time used shall count. Saturdays, Sundays (or their local equivalents) and general and local holidays shall be excepted unless used, in which case only the actual time used shall count. Laytime shall not count during bad weather periods affecting actual loading, and for 3 hours after the rain or snow stops, unless used.
 If two or more loading ports are used, laytime shall commence to count at the second

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and subsequent loading ports 3 hours after the Vessel's berthing or the Vessel's anchoring, if the berth is occupied, provided the Vessel is in all respects ready to load and subject to the provisions of excepted periods. The time occupied in moving to loading berth shall not count unless the Vessel is already on demurrage.	150 151 152 153	loaded packages are broken or re-packed after signing Bills of Lading, the Owners are responsible for the number of pieces in every broken or re-packed package.	226 227
<i>Archangel, Loading above Bridges</i>	154	All goods loaded for discharge at a particular port whether covered by the Bill(s) of Lading or not shall be delivered thereat, against presentation and surrender of the original Bill(s) of Lading relating to that port. Any proven overages shall be notified to Charterers.	228 229 230 231
If the Vessel is ordered to load or to complete loading above the bridges at Archangel, the time lost in waiting for lifting bridges in excess of 6 hours in each direction is to count as laytime.	155 156 157	8. Discharging	232
<u>6.5 Loading rates, demurrage and equalisation</u>	158	8.1 Notice of Sailing from Loading Port	233
<i>Loading Rates</i>	159	Within 5 hours after Vessel's sailing from the last loading port the Master shall ensure that the Notify Party named in Box 32 and the Owners' agents at discharging port(s) are given telex notice stating the name of the Vessel, loading port(s), total quantity loaded according to the Bill(s) of Lading and the date of the Vessel's expected arrival at the discharging port(s).	234 235 236 237 238
The Vessel shall be loaded at the average rate in cubic metres stated in Box 26 per working day of 24 consecutive hours.	160 161	8.2 Notice of Readiness	239
<i>Demurrage</i>	162	Written notice of readiness to discharge cargo to be given by the Master or the Vessel's agents to the Notify Party named in Box 32 during official office hours after the Vessel's arrival at or off the discharging port(s), provided that the Vessel is in all respects ready to discharge, whether in port or not, whether in berth or not, whether cleared at Customs or not and whether in free pratique or not.	240 241 242 243 244
If the Vessel is detained beyond her laytime, demurrage shall be paid by the Charterers to the Owners on the quantity stated in Box 19 at the rate per cubic metre, or such other rate stated in Box 17, per running day detained and pro rata for any part of a day.	163 164 165	8.3 Discharging port expenses	245
<i>Despatch</i>	166	Note: (a) and (b) are alternatives: if Box 31 is not completed, (a) will apply.	246
<i>(Optional, applicable only when agreed and entered in Box 28).</i>	167	(a) Free Discharge	247
Despatch money shall be paid by the Owners to the Charterers or the Shippers at half the applicable demurrage rate for all laytime saved at loading port.	168 169	The stevedores shall be appointed by, and shall be the servants of the Consignees but shall follow the reasonable instructions of the Master in connection with discharging which shall be to his reasonable satisfaction. The Consignees have liberty to work on excepted days and outside official working hours. The Consignees shall effect the discharging free of any risk and expense whatsoever to the Vessel.	248 249 250 251 252
<i>Equalisation</i>	170	(b) Shared Costs	253
Unless despatch money is due to be paid, the Owners shall pay to the Shippers at the loading port a loading equalisation charge at the rate per cubic metre stated in Box 29 on the quantity loaded as per the Bill(s) of Lading.	171 172 173	The stevedores shall be appointed by, and shall be the servants of the Owners. The Owners' liability shall cease at the discharging port(s) on release from the Vessel's agreed method of discharge.	254 255 256 257
<u>6.6 Crane clause</u>	174	For any work done by the Vessel at the discharging port(s) beyond release from Vessel's or shore crane tackle on quay the costs shall be paid by the Consignees and in the event of the discharge being direct to vehicle and the costs are greater than the costs of discharging to quay, the Consignees shall pay the extra costs.	258 259 260 261
Unless the Vessel is gearless and described as such in Box 10 the Owners shall, if required, give free use of Vessel's cranes/winches, which are to be in good working order, and shall provide sufficient motive power to operate all cranes/winches simultaneously.	175 176 177	In the execution of any work done beyond release from the Vessel's or shore crane tackle on quay or direct on to vehicle, the Owners shall act as stevedores with the liability only of such and not further or otherwise, but the Owners shall not be liable for damage by fire even though caused by the act or neglect of the Owners or their servants or of any person for whom they are responsible.	262 263 264 265 266
The Vessel shall supply light as on board free of charge for work during periods of darkness.	178 179 180	<i>Overtime</i>	267
Where the Vessel's gear is to be used but becomes inoperative by reason of insufficient lifting capacity of cranes or winches or breakdown and the cargo is loaded by shore and/or floating appliances, the Owners shall pay the rate per cubic metre stated in Box 30 for the quantity actually loaded to defray the cost of the use of such shore and/or floating appliances.	181 182 183 184 185	If work is done outside official working hours or on excepted days all extra expenses shall be for the account of the party ordering same. However if such work is undertaken on the orders of the Port Authority or any similar body empowered to order the Vessel to work after official working hours or on excepted days then the Owners and the Charterers shall bear and pay such extra expenses incurred by them in complying with any such orders or directions. In all cases overtime expenses for the Vessel's Officers and Crew shall be for the Owners' account.	268 269 270 271 272 273 274
The lifting capacity of cranes or winches to be not less than 3 metric tons for Vessels up to and including 2,500 cubic metres and not less than 4 metric tons for Vessels over 2,500 cubic metres. Vessels loading at Igarka to be equipped with cranes or winches of lifting capacity not less than 5 metric tons. Vessels fitted with "guy or topping winches" to be treated as having double winches.	186 187 188 189 190	<i>Lighters</i>	275
<u>6.7 Disputes</u>	191	The Consignees shall have the option to take delivery overside into lighters provided no delay or expenses are incurred to the Vessel thereby.	276 277
Any dispute(s) arising at the loading port(s) shall be settled before signing the Bill(s) of Lading. Otherwise a written notice of claim shall be handed to the Charterers or the Shippers or their nominated representatives before signing the Bill(s) of Lading. If such notice has not been given before signing the Bill(s) of Lading the Owners shall not be entitled to exercise any lien on the cargo in respect of such claim of the Owners arising at the loading port(s).	192 193 194 195 196 197	8.4 Counting of laytime	278
7. Bills of Lading	198	Time for discharging shall commence at 14.00 on the same day if the Vessel is ready to discharge, whether in berth or not, and written notice of readiness to discharge has been given during official office hours to the Charterers/Consignees or their agents at or before 12.00, and from 08.00 on the next working day if notice of readiness is given during official office hours after 12.00. After berthing, actual time lost (if any) in the Vessel obtaining customs clearance and free pratique, shall not count as laytime. Should the Vessel be prevented from entering the port and/or berthing, and/or discharging for any reason other than weather, tidal conditions or inefficiency of the Vessel, the Vessel shall be regarded as if ready in berth after arrival at or off the port, or so near thereunto as she may be permitted to approach and the time shall count as above. The time occupied in moving to discharging berth shall not count as laytime. Saturdays, Sundays (or their local equivalents) and general and local holidays shall be excepted unless used, in which case only the actual time used shall count. Laytime shall not count during bad weather periods affecting discharge. If two or more discharging ports are used, laytime shall commence to count at the second and subsequent discharging ports 3 hours after the Vessel's berthing or Vessel's anchoring, if the berth is occupied, provided the Vessel is in all respects ready to discharge and subject to the provisions of excepted periods. The time occupied in moving to discharging berth shall not count.	199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225
The Charterers or their nominated representatives shall provide the information necessary to prepare the Bills of Lading and other documents relating to the cargo for presentation to the Master for signature within a reasonable time after completion of loading, but not exceeding 12 running hours for Archangel and Igarka and 8 running hours for any other port(s).	199 200 201 202	8.5 Discharging rates, demurrage and despatch	298
The Master shall be obliged to sign as many sets of Bills of Lading as the Charterers shall require; each set shall comprise a maximum of 3 originals. Further, the cargo shall be presented in such a manner as to enable the Master to keep separate the cargo under each Bill of Lading. Each package shall be marked on the top surface with the Bill of Lading number and on the upper half of one side with the Bill of Lading number, pack number, size and lengths corresponding with the specifications for the package.	203 204 205 206 207	<i>Discharging Rates</i>	299
Each Bill of Lading shall be prepared in accordance with the "Ruswoodbill" form of Bill of Lading and signed by the Master and shall be dated showing the date on which the goods the subject matter of the Bill of Lading were loaded on board, quality, condition, measure, weight, value and description of the contents of the packages unknown, freight and all terms, conditions, including Arbitration Clause (Clause 26), and exceptions as per this Charter Party. The Owners shall be responsible for the number of standard full and/or half and/or quarter packages of the approximate sizes stated in the Bill(s) of Lading signed for by the Master or his duly authorised agent, but the Owners shall not be responsible for any cargo which is lost or destroyed while lying alongside the Vessel in lighters or on the quay waiting shipment even if receipted for by the Master or the Owners' agents. In case of any such loss or destruction the Master shall furnish proof thereof. The Owners shall only be responsible for broken packages in the event that they fail to take due care either in loading and/or discharging. Packages shall not be broken for the Vessel's benefit and Owners shall pay extra expenses, if any, for reforming and re-packing packages if caused by the Vessel. If	208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225	The Vessel shall be discharged at the average rate in cubic metres stated in Box 33	300

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per working day of 24 consecutive hours in accordance with Clause 8.4.	301	board, having liberty to fill up for Owners' benefit at the same or at any other port or	373
<i>Demurrage</i>	302	ports either for the same destination or for any other port or ports whether any of such	374
If the Vessel is not so discharged and in consequence is detained beyond her laytime, demurrage shall be paid to the Owners on the total quantity stated in Box 19, at the rate per cubic metre or such other rate as stated in Box 34 per running day delayed and pro rata for any part of a day.	303	ports are in the course of the chartered voyage or not.	375
If two or more discharging ports are used, laytime and demurrage shall be computed separately for each port.	304		
If the goods are discharged in accordance with Clause 8.3 (a) then demurrage shall be settled between the Consignees and the Owners and the demurrage to be paid at each discharging port shall be apportioned between all Consignees at that port in relation to each of their shares of the cargo discharged at that port.	305	14. Floods and/or ice	376
Otherwise all demurrage shall be settled between the Charterers and the Owners.	306	If floods and/or ice conditions prevent the manufacture of the goods or their transit to	377
<i>Despatch</i>	307	the port of shipment, the Charterers, provided they give notice of such prevention to	378
<i>(Optional, applicable only when agreed and entered in Box 35 and if Clause 8.3(a) applies).</i>	308	the Owners before the Vessel leaves her last outward port for the (first) loading port,	379
Despatch money shall be paid by the Owners to the Consignees at half the applicable demurrage rate for all laytime saved at discharging port.	309	shall have the right to cancel this Charter Party without liability for damages.	380
8.6 Crane Clause	310		
Unless the Vessel is gearless and described as such in Box 10 the Owners shall, if required, give free use of Vessel's cranes/winches, which are to be in good working order, and shall provide sufficient motive power to operate all cranes/winches simultaneously.	311	15. Exceptions	381
The Vessel shall supply light as on board free of charge for work during periods of darkness.	312	The Owners shall not be liable for loss or damage arising or resulting from	382
Where the Vessel's gear is to be used but becomes inoperative by reason of insufficient lifting capacity of cranes or winches or breakdown and the cargo is discharged by shore and/or floating appliances, the Owners shall pay the rate per cubic metre stated in Box 36 for the quantity actually discharged to defray the cost of the use of such shore and/or floating appliances.	313	unseaworthiness unless caused by want of due diligence on the part of the Owners to	383
8.7 Claims	314	make the Vessel seaworthy, and to secure that the Vessel is properly manned, equipped	384
In accordance with the provisions of Clause 7, counting of packages or pieces in broken packages shall take place alongside the Vessel.	315	and supplied and to make the holds and all other parts of the Vessel in which goods	385
Save as provided in Clause 8.5 all accounts and/or claims relating to the discharging port(s) including shortage of packages or pieces in broken packages or damage to the goods, if any, shall be settled between the Consignees and the Owners direct.	316	are carried fit and safe for their reception, carriage and preservation. The Owners	386
	317	shall not be responsible for loss or damage arising or resulting from: Act, neglect, or	387
	318	default of the Master, mariner, pilot, or the servants of the Owners in the navigation or	388
	319	in the management of the Vessel; Fire, unless caused by the actual fault or privity of	389
	320	the Owners; Perils, dangers and accidents of the sea or other navigable waters; Act of	390
	321	God; Act of War; Act of Public enemies; Arrest or restraint of princes, rulers or people,	391
	322	or seizure under legal process; Quarantine restrictions; Act or omission of the Shippers	392
	323	or the Owners of the goods, their Agents or representatives; Strikes or lock-outs or	393
	324	stoppage or restraint of labour from whatever cause, whether partial or general; Riots	394
	325	and civil commotions; Saving or attempting to save life or property at sea; Wastage in	395
	326	bulk or weight or any other loss or damage arising from inherent defect, quality, or vice	396
	327	of the goods; Insufficiency of packing; Insufficiency or inadequacy of marks; Latent	397
	328	defects not discoverable by due diligence. Any other cause arising without the actual	398
	329	fault or privity of the Owners, or without the fault or neglect of the Agents or servants of	399
	330	the Owners.	400
	331		
	332	16. Deviation	401
	333	The Vessel shall have the liberty to tow and to be towed and to assist vessels in	402
	334	distress and to deviate for the purpose of saving life or property, to sail without pilot	403
	335	and to call at any ports in any order, for bunkering or other purposes, or to make trial	404
	336	trips after notice, or adjust compasses and/or radio equipment and reasonable exercise	405
	337	of any of these liberties shall not be deemed to be departure from the contractual	406
	338	route.	407
	339		
9. Agency	337	17. Re-chartering	408
At the loading port(s) and discharging port(s) the Vessel shall be consigned to the Owners' Agents.	338	The Charterers shall have permission to re-charter or sub-let (wholly or partly) the	409
	339	Vessel at any rate of freight without prejudice to the Charter Party, and the Bill(s) of	410
		Lading shall be signed at any rate of freight without prejudice to the Charter Party, but	411
		the Charterers shall always remain responsible to the Owners for due fulfillment of	412
		this Charter Party.	413
10. Substitution	340	18. War Clause	414
The Owners have the liberty to substitute a Vessel of similar size, draught, class and position and on the same terms of the Charter Party provided they give telex notice to the Charterers not less than 3 working days prior to the probable date of the Vessel's arrival at the first loading port.	341	18.1 For the purpose of this Clause, the words:	415
	342	(a) "Owners" shall include the shipowners, bareboat charterers, disponent owners,	416
	343	managers or other operators who are charged with the management of the Vessel,	417
	344	and the Master; and	418
		(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil	419
		war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of	420
		mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or	421
		malicious damage, blockades (whether imposed against all vessels or imposed	422
		selectively against vessels of certain flags or ownership, or against certain cargoes or	423
		crews or otherwise howsoever), by any person, body, terrorist or political group, or the	424
		Government of any state whatsoever, which, in the reasonable judgement of the Master	425
		and/or the Owners, may be dangerous or are likely to be or to become dangerous to	426
		the Vessel, her cargo, crew or other persons on board the Vessel.	427
		18.2 If at any time before the Vessel commences loading, it appears that, in the	428
		reasonable judgement of the Master and/or the Owners, performance of the Charter	429
		Party, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew	430
		or other persons on board the Vessel to War Risks, the Owners may give notice to the	431
		Charterers cancelling this Charter Party, or may refuse to perform such part of it as	432
		may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons	433
		on board the Vessel to War Risks; provided always that if this Charter Party provides	434
		that loading or discharging is to take place within a range of ports, and at the port or	435
		ports nominated by the Charterers the Vessel, her cargo, crew, or other persons on	436
		board the Vessel may be exposed, or may be likely to be exposed, to War Risks, the	437
		Owners shall first require the Charterers to nominate any other safe port which lies	438
		within the range for loading or discharging, and may only cancel this Charter Party if	439
		the Charterers shall not have nominated such safe port or ports within 48 hours of	440
		receipt of notice of such requirement.	441
		18.3 The Owners shall not be required to continue to load cargo for any voyage, or to	442
		sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or	443
		on any part thereof, or to proceed through any canal or waterway, or to proceed to or	444
11. Extra Insurance	345		
Extra insurance on the cargo, if any, owing to the Vessel's age, class and flag shall be for the Owners' account.	346		
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12. Cancelling	348		
12.1 If at any time prior to the cancelling date the Owners consider that the Vessel cannot reach the (first) loading port before the cancelling date named in the Charter Party, then the Owners must give immediate telex notice to the Charterers also stating the day on which the Vessel is expected to arrive and the Charterers shall declare by telex within 2 working days from their receipt of such notice whether or not they cancel the Charter Party. If the Charterers do not exercise their option of cancelling, the 4th calendar day after the readiness date stated in the Owners' notification shall be regarded as the new cancelling date.	349		
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12.2 In the event of the Vessel being chartered for "First Open Water" and the Owners inform the Charterers by telex that the Vessel cannot be ready to load within 3 weeks of the official opening of the port for navigation where the Vessel is to commence loading, also stating the day on which the Vessel is expected to arrive, the Charterers shall have the option of cancelling the Charter Party, such option to be declared by telex within 2 working days from the receipt of the Owners' notification. If the Charterers do not exercise their option of cancelling, the 4th calendar day after the readiness date stated in the Owners' notification shall be regarded as the new cancelling date.	357		
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13. Fire	365		
If the goods intended for shipment under this Charter Party by the Shippers are destroyed by fire, or if fire at the mill(s) prevents their being provided, the Charterers shall have the right of cancelling this Charter Party, immediate notice thereof being given by telex to the Owners. In the event of part cargo having been shipped and the remainder of the goods intended for shipment being destroyed by fire, or if fire at the mill(s) prevents their being provided, Charterers' liability to ship the balance of the cargo shall thereupon cease and the Vessel shall proceed with the cargo then on	366		
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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 Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the 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 loading port) in complete fulfillment 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.

18.4 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 Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the 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.

18.5 The Vessel shall have liberty:-

(a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the 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;

(b) 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;

(c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, 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;

(d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier. Prior to discharge in such cases and wherever possible Owners shall consult Charterers, who shall give their immediate nomination of an alternative safe port;

(e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;

(f) 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.

18.6 If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfillment of the Charter Party.

19. Ice Clause

19.1 Where the Charter Party provides for one loading port only, if when the Vessel is ready to proceed from her last port of call (whether a discharging port or not) or at any time during the voyage to the loading port the Owners be informed by the Shippers their authorised Agents and the Owners' Agents at loading port that in their opinion the port is not accessible and/or the shipment of the goods is not practicable by reason of ice, the Owners shall have the right to cancel the Charter Party and shall forthwith inform the Charterers accordingly.

19.2 Where the Charter Party provides for one loading port only, if upon Vessel's arrival off the port or so near thereto as she can get, ice, in the opinion of the Master prevents the Vessel from reaching or entering the loading port, the Charter Party shall be cancelled forthwith and the Owners shall advise the Charterers by telex. If after arrival, the Master, for fear of the Vessel being frozen in, deems it advisable to sail he shall be at liberty to leave either without cargo, in which case the Charter Party shall be cancelled forthwith and the Master or the Owners shall notify the Charterers by telex accordingly, or with part cargo and to fill up for the Vessel's benefit at any port any port or ports whether such ports be in the course of the chartered voyage or not; but in case of leaving with part cargo the Vessel shall deliver such part cargo at its port of delivery or shall, without undue delay, forward it thereto and there deliver it in accordance with this Charter Party.

19.3 Where the Charter Party provides for more than one loading port, if, in the opinion of the Master, the first loading port be inaccessible, or, if after arrival at any loading port the Master for fear of the Vessel being frozen in, deems it advisable to sail without cargo or with a part cargo, the Vessel shall proceed in rotation to the next loading port named in the Charter Party which in the opinion of the Master is accessible. On arrival at such loading port the Charterers shall declare forthwith, in writing, to the Master or Owners' Agents at such ports, either to cancel the Charter Party to the extent to which it is unfulfilled or to load a full and complete cargo at the loading port(s) named in the Charter Party, which, in the opinion of the Master, are accessible, completing, if necessary, at any other safe open port on the same coast and in the same country. In the event of the Charterers declaring to cancel the Charter Party to the extent to which it is unfulfilled the Vessel shall nevertheless have the right to fill up for Vessel's benefit at any port for any port or ports, whether in the course of the chartered voyage or not, but shall without undue delay deliver any part cargo which had previously been loaded under this Charter Party at its port of delivery or forward it thereto and there deliver it in accordance with this Charter Party. If all ports be in the opinion of the Master inaccessible the Charter Party shall forthwith be cancelled and the Owners shall advise the Charterers by telex.

19.4 The Charterers' liability to supply cargo and to load shall not commence earlier than 48 hours after the navigation of lighters between the Shippers' wharf and/or quay and the Vessel is unimpeded by ice.

20. Strike Clause

20.1 Wherever used in Clauses 20.1 to 20.8 the words "relevant party" shall mean the Charterers in respect of loading port(s), the Charterers where discharge is in accordance with Clause 8.3(b) and the Consignees where discharge is in accordance with Clause 8.3(a). The word "strike" when used in Clauses 20.1 to 20.9 shall include lockout, riot and civil commotion preventing the Vessel from being loaded or discharged. Laytime shall not count during the period of any strike preventing loading or discharging of the cargo. If the Vessel is carrying cargo for discharge at the loading port(s) such cargo shall have been discharged before the provisions of Clauses 20.1 to 20.8 apply.

20.2 In the event of strike(s) preventing or delaying the production or transport of goods to the loading port(s) or affecting the loading of the cargo or any part of it at the time when the Vessel must start on or during her voyage to the loading port(s), the Owners may give the Charterers telex notification of their intention to cancel the Charter Party or to proceed to the loading port subject to the Charterers agreeing to the provisions of Clause 20.5. The Charterers shall, within one clear working day after receipt of such notification, declare by telex whether they are prepared as from the time of arrival of the Vessel to accept the provisions of Clause 20.5, failing which the Owners shall have the right to cancel the Charter Party without further notification.

20.3 In the event of strike(s) preventing or delaying the production or transport of goods to a loading port, on or after arrival of the Vessel at the loading port, the Charterers shall have the right to keep the Vessel waiting in accordance with the provisions of Clause 20.5. Subject to provision of telex notice from Owners in accordance with Clause 20.1, if such right is not exercised within one clear working day after the Vessel's arrival, or one clear working day after the subsequent occurrence of such strike(s) then the Owners shall have the option, by giving telex notice to the Charterers, to cancel the Charter Party to the extent of the cargo to be lifted at the loading port and the cargo to be lifted at other loading port(s), if they are affected by such strike(s). If, when exercising such option, part of the cargo has then already been loaded the Vessel must carry it to the discharging port(s) (freight payable on the loaded quantity only), having liberty to complete with other cargo on the way for Owners' account.

20.4 In the event of strike(s) at a discharging port preventing the discharge of cargo destined thereto, the relevant party shall on receipt of notice from the Owners requesting liberty to divert, have the option at any time before the Vessel arrives at or off the discharging port to order the Vessel to a safe port where the cargo for the strike(s)-affected port can be discharged. Cargo destined for discharging port(s) unaffected by strike(s) shall be discharged thereat and without liability. In the event of strike(s) at a discharging port preventing the discharge of cargo at the time the Vessel arrives or thereafter, the relevant party shall have the option, to be declared within one clear working day of receipt of telex notice from the Owners of their wish to divert, of keeping the Vessel waiting in accordance with the provisions of Clause 20.5 or of ordering the Vessel to a named safe port where the cargo can be discharged. Where the cargo has been delivered at a substituted port, all conditions of this Charter Party and Bill(s) of Lading issued pursuant hereto shall apply and the Vessel shall receive the same freight as if the discharge had been at the original discharging port. However if the additional distance the Vessel has to travel to reach the substituted port after being ordered to divert, exceeds 100 nautical miles (calculated from the point where the Vessel is located to the substitute port, less the distance from where the Vessel is located to the original discharging port), then the freight (minus any loading and discharging costs included in the freight) on the cargo delivered thereat shall be increased in the same ratio as the excess distance is in proportion to the original voyage distance.

20.5 If the Vessel is ordered to be kept waiting by the relevant party, in compliance with Clause 20.2 or Clause 20.3 or Clause 20.4 then, unless the Vessel is already on demurrage, which shall continue to be due in full in accordance with the provisions of Clause 6.5 or Clause 8.5 as appropriate, the following provisions shall separately

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apply at each loading and discharging port:	597	owners of said cargo and set off, recouped or recovered by the other or non-carrying	647
(i) On arrival at the port no liability for demurrage shall accrue for the first 6 running	598	vessel or her Owners as part of their claim against the carrying vessel or Owners.	648
days after the expiry of one clear working day from the receipt of required notice from	599	The foregoing provisions shall also apply where the Owners, operators or those in	649
the Owners to the relevant party.	600	charge of any vessel or vessels or objects other than, or in addition to, the colliding	650
(ii) Thereafter and for a period of up to 7 running days the relevant party shall pay to	601	vessels or objects are at fault in respect of a collision or contact.	651
the Owners on the quantity stated in Box 19 an amount per running day or pro rata,	602		
equal to half the agreed demurrage rate.	603		
(iii) Thereafter the relevant party shall pay to the Owners on the quantity stated in Box	604	23. General Average and New Jason Clause	652
19 an amount per running day or pro rata, equal to the agreed demurrage rate.	605	General Average shall be adjusted, stated and settled at the place as indicated in Box	653
20.6 The liability for demurrage under Clause 20.5 shall not apply where the Vessel	606	37 according to the York-Antwerp Rules, 1994 or any modifications thereof, but if,	654
completes loading at the loading port or discharging at the discharging port within the	607	notwithstanding the provisions specified in Box 37, the adjustment is made in	655
time under Clause 20.5 (i) and within the laytime.	608	accordance with the law and practice of the United States of America, the following	656
20.7 The relevant party shall have the right at any time while the provisions of Clause	609	clause shall apply:	657
20.5 apply to nevertheless order the Vessel to depart to a substitute loading or	610	"In the event of accident, danger, damage or disaster before or after commencement	658
discharging port, subject to the provisions of Clauses 20.3 and 20.4, but in any case	611	of the voyage, resulting from any cause whatsoever, whether due to negligence or	659
the relevant party shall be bound to pay the accrued liability under Clause 20.5 at the	612	not, for which, or for the consequence of which, the Owners are not responsible, by	660
time such an order is given.	613	statute, contract or otherwise, the goods, shippers, consignees or owners of the goods	661
20.8 If strike conditions cease and delivery by or to the relevant party is commenced	614	shall contribute with the Owners in general average to the payment of any sacrifices,	662
before the expiry of the periods in Clauses 20.5(i) and 20.5(ii) but is subsequently	615	losses or expenses of a general average nature that may be made or incurred and	663
prevented by further strike(s), the provisions of Clause 20.5 shall be reactivated but	616	shall pay salvage and special charges incurred in respect of the goods. If a salving	664
the time remaining under Clause 20.5(i) and then Clause 20.5(ii) shall be reduced by	617	vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the	665
the cumulative period the previous strike(s) prevented delivery by or to the relevant	618	salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their	666
party. This provision shall continue to apply where the Vessel is subsequently ordered	619	agents, may deem sufficient to cover the estimated contribution of the goods and any	667
to a substitute port while the provisions of Clause 20.5 are in operation, but the time	620	salvage and special charges thereon shall, if required, be made by the goods, shippers,	668
moving to the substituted port shall not count.	621	consignees or owners of the goods to the Owners before delivery."	669
20.9 In the event of strike(s) by officers or crew of the Vessel and/or other employees	622		
of the Owners or any strike(s) caused by them, delay to the Vessel shall be for the	623	24. Commission	670
Owners' account.	624	A commission upon the freight and deadfreight as stated in Box 38 is due by the	671
		Owners to the party named in Box 38.	672
21. Lien and Cesser	625	25. Claims	673
21.1 The Owners shall have an absolute lien on the cargo for freight, deadfreight,	626	Details of any claim under this Charter Party must be given within 12 months of the	674
demurrage and average contribution due to them under this Charter Party, including	627	date of final discharge otherwise such claim shall be deemed to be waived.	675
necessary cost of recovering the same.	628		
In respect of Owners' claims protected by lien on the cargo, the Charterers' liability	629	26. Law and Arbitration	676
under this Charter shall cease on the cargo being loaded, provided that the Owners	630	26.1 This Charter Party shall be governed by and construed in accordance with English	677
have, without incurring undue delay or expense, been able to obtain satisfaction of	631	law and any dispute arising out of this Charter Party or Bill of Lading issued hereunder	678
these claims by exercising the lien.	632	shall be referred to Arbitration in London in accordance with the Arbitration Acts 1950	679
21.2 In case of disputes over items payable by the Charterers/Shippers/Consignees,	633	and 1979 or any statutory modification or re-enactments thereof for the time being in	680
the interested party shall have the option of providing the Owners with an acceptable	634	force, one arbitrator being appointed by each party unless it is agreed to appoint a	681
letter of guarantee, in which event the Owners not to exercise lien on the cargo for	635	jointly nominated sole Arbitrator. In the absence of agreement to appoint a jointly	682
such items. The letter of guarantee may provide that the undertaking contained therein	636	nominated sole Arbitrator then, on the receipt by one party of the nomination in writing	683
becomes invalid if - within one year of its date of issue - the dispute has neither been	637	of the other party's Arbitrator, that party shall appoint their Arbitrator within 14 days,	684
settled amicably, nor submitted to court or arbitration.	638	failing which the decision of the sole Arbitrator shall apply. If two Arbitrators properly	685
		appointed shall not agree they shall appoint an Umpire whose decision shall be final.	686
22. Both to Blame Collision Clause	639	26.2 If a place other than London is stated in Box 39 any dispute arising under this	687
If the Vessel comes into collision with another vessel as a result of the negligence of	640	Charter Party shall be referred to Arbitration at the place indicated in Box 39, subject	688
the other vessel and any act, neglect or default of the Master, mariner, pilot or the	641	to the law and procedures applicable there. The laws of the place indicated in Box 39	689
servants of the Owners in the navigation or in the management of the Vessel, the	642	shall govern this Charter Party.	690
owners of the cargo carried hereunder will indemnify the Owners against all loss or	643		
liability to the other or non-carrying vessel or her Owners in so far as such loss or	644	27. Telex	691
liability represents loss of, or damage to, or any claim whatsoever of the owners of	645	Wherever the word "Telex" appears in the Charter it shall be deemed to include Telefax	692
said cargo, paid or payable by the other or non-carrying vessel or her Owners to the	646	and Telegram.	693