

Sweden
Svenska Handelskammerförbundet
Svenska Lantbrukarnas
Grossaförbundet
Svenska Hamnings- och Småföretags
Svenska Industriförbundet

Norway
Transportbrukernes Fellesorgan

Denmark
Erhvervenes Transportudvalg

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**THE BALTIC AND INTERNATIONAL MARITIME COUNCIL
SCANDINAVIAN VOYAGE CHARTER 1956
(To be used for fixtures with Scandinavian Charterers for trades
for which no other approved form specially drafted for the trade
in question is in force)
CODE NAME: "SCANCON"**

PART I

1. Shipbroker		2. Place and date	
3. Owners/Principal place of business (Cl. 1)		4. Charterers/Principal place of business (Cl. 1)	
5. Vessel's name and type (Cl. 1)		6. Flag (Cl. 1)	
7. When built (Cl. 1)		8. Class (Cl. 1)	
9. Cubic feet grain/bale capacity (Cl. 1)		10. Deadweight cargo carrying capacity in tons (abt.) (Cl. 1)	
11. Present position (Cl. 1)		12. Expected ready to load (abt.) (Cl. 1)	
13. Loading port (Cl. 1)			
14. Cargo (description of cargo and quantity (state number of tons of 1000 or 1016 kilos (if no indication is made, 1000 kilos to apply)); also state margin) (Cl. 1)			
15. Discharging port (Cl. 1)			
16. Freight rate (state also whether tons of 1000 or 1016 kilos to apply and whether freight is payable on delivered or intaken quantity) (Cl. 2)		17. Cancelling date (Cl. 6)	
		18. Loading and discharging expenses (state alternative (a) or (b) of Cl. 7) (Cl. 7)	
19. Advance notice (loading) (running days) (Cl. 8)	20. Earliest loading date (Cl. 8)	21. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b); if total laytime for load. and disch., fill in c) only) (Cl. 9)	
22. Demurrage rate (loading and discharging) (Cl. 10)		a) Laytime for loading	
23. Brokerage commission and to whom payable (Cl. 17)		b) Laytime for discharging	
		c) Total laytime for loading and discharging	
24. Shippers		25. Receivers	
26. Nos. of additional clauses covering special provisions, if agreed			

It is mutually agreed that this Contract shall be performed subject to the conditions in the Charter consisting of PART I including additional clauses, if any agreed and stated in Box 26 and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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PART II
"SCANCON" SCANDINAVIAN VOYAGE CHARTER 1956
(as amended 1962 and 1993)

1. Preamble

It is mutually agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5 and with particulars as specified in Boxes 6 to 9 and carrying about the number of tons of deadweight cargo stated in Box 10, now in position as stated in Box 11 and expected ready to load under this Charter about the date indicated in Box 12, and the party mentioned as the Charterers in Box 4:

That the said Vessel shall proceed to the loading port named in Box 13 or if prevented from entering such port by unforeseeable hindrances then so near thereto as she may safely get and lie, always afloat and there load in the customary manner as ordered by the Charterers a full and complete cargo of the description as stated in Box 14 (including deck cargo if agreed) which the Charterers bind themselves to ship, and being so loaded shall therewith proceed to the discharging port named in Box 15 as ordered on signing Bill of Lading, or if prevented from entering such port by unforeseeable hindrances then so near thereto as she may safely get and lie, always afloat and there deliver the said cargo in the customary manner as ordered on arrival.

2. Freight

The freight on delivered or intaken quantity*), as indicated in Box 16, at the rate stated in Box 16 per ton of 1016 or 1000 kilos**), as stated in Box 16, to be paid in cash without discount on account concurrently with discharge of the cargo at mean rate of exchange on the day or days of payment. Cash for the Vessel's ordinary disbursements at the port of loading not exceeding 1/3rd of the freight to be advanced by the Charterers if demanded by the Owners or the Captain, the Owners paying 2 per cent. to cover insurance and all other expenses.

*) "delivered" to apply if no indication is made in Box 16.

**) "1000 kilos" to apply if no indication is made in Box 16.

3. Lien and Cesser

The Owners shall have a lien on the cargo for any amount due under this Charter and necessary costs of recovering same.

The Charterers shall remain responsible for any amount due under this Charter except for demurrage (including damages for detention) at port of discharge, for which the Owners shall be referred to the Receivers and the cargo.

4. Responsibility

(a) The International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - the Hague-Visby Rules - shall apply to this Charter. The Owners and the Charterers are entitled to the benefit of all privileges, rights and immunities contained in these Rules as if they were herein specifically set out.

(b) However, in circumstances in which the Hague-Visby Rules are not compulsorily applicable to claims under Bills of Lading issued pursuant to this Charter, the International Brussels Convention 1924 - the Hague Rules - shall apply to this Charter.

(c) In respect of deck cargo the above shall apply, but the Owners shall only be responsible if it be proved that the damage or the loss is due to the actual fault or neglect of the Owners or of someone for whom they are responsible.

(d) The Owners shall in no case be responsible for loss of or damage to cargo arisen prior to loading and after discharging.

5. Deviation

Deviation in saving or attempting to save life or property at sea, or for bunkering purposes, or any other reasonable deviation, shall not be deemed to be an infringement of this Charter and the Owners shall not be liable for any loss or damage resulting therefrom.

6. Cancelling Date

Should the Vessel not be ready to load (whether in berth or not) latest at 12 midnight on the cancelling date agreed in Box 17 the Charterers have the option of cancelling this Charter.

If it appears that the Vessel will be delayed beyond such cancelling date, the Owners may as soon as they are in a position to state with reasonable certainty the day within which the Vessel will be ready as above, give notice thereof to the Charterers asking whether they will exercise their option of cancelling. Such option must be declared within 36 running hours (Sundays and holidays excepted) after the receipt of the Owners' notice. If the Charterers do not then exercise their option of cancelling, unless otherwise agreed, the third day after the date stated in the Owners' notice shall be regarded as a new cancelling date under this Clause.

7. Loading/Discharging Expenses

*) (a) The cargo shall be brought to and taken from alongside the Vessel by the Charterers or their Agents at their risk and expense, the Owners paying for loading and discharging. If any piece or package weighs more than two tons, the Charterers shall pay any extra expenses in loading, stowing and discharging.

*) (b) The cargo shall be brought into the holds, stowed and/or trimmed and taken from the holds by the Charterers or their Agents, free of any risk, liability and expense whatsoever to the Owners.

The Charterers shall provide all mats and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board, if required. The Owners shall provide winches, motive power and winchmen from the crew, if requested and permitted, if not the Charterers shall provide and pay for winchmen from shore and/or cranes, if any.

The Charterers shall not be responsible for damage to or loss of the Vessel (including loss of time) caused by fire or explosion to any further extent than if Clause 7(a) were to apply.

*) (a) and (b) are alternatives; indicate alternative agreed in Box 18. If no indication is made, (a) shall apply.

8. Advance Notice, Earliest Loading Date and Commencement of Laytime (loading and discharging)

A sailing telegram and a notice of the expected date of readiness to load shall be given to the Shippers or their Agents the number of days in advance as stated in Box 19, who shall be kept informed of any material alteration of the notice date.

Time for loading shall not commence before the date indicated in Box 20.

The laytime shall not commence before the Vessel is ready to load or discharge (whether in berth or not) and notice of readiness given to the Charterers or their Agents in the loading and discharging port; but if the work be commenced earlier half such time used shall count from such commencement. The notice may be given beforehand but not until the Vessel has arrived at or, in case of congestion, off the port of loading or discharging.

The time shall commence at 1 p.m. if notice of readiness is given before 10 a.m. and at 7 a.m. next working day if notice is given during office hours after 10 a.m..

Any time lost in waiting for berth at or off port of loading and port of discharge shall count as laytime.

9. Laytime

*) (a) *Separate laytime for loading and discharging*

The cargo shall be loaded within the number of full working days as indicated in Box 21 during the ordinary working hours of the port, weather permitting.**)

The cargo shall be discharged within the number of full working days as indicated in Box 21 during the ordinary working hours of the port, weather permitting.**)

*) (b) *Total laytime for loading and discharging*

The cargo shall be loaded and discharged within the number of full working days as indicated in Box 21 during the ordinary working hours of the port, weather permitting.**)

(c) The time shall be counted in full notwithstanding any local custom which contrary to this Charter and applicable law might be held to relieve the Charterers of demurrage liability.

Sundays, general and local holidays shall be excepted. The Charterers - if necessary in order to load and/or discharge the Vessel within the agreed laytime - have the liberty to work on excepted days and outside ordinary working hours, they paying all extra expenses incurred by the Vessel, including overtime to officers and/or crew.

*) (a) and (b) are alternatives; indicate alternative agreed in Box 21.

**) "weather permitting" may be deleted.

10. Demurrage

Ten days altogether on demurrage shall be allowed at the rate as stated in Box 22 per day or pro rata for any part of a day, payable day by day.

11. Bills of Lading

The Captain shall sign Bills of Lading as per the "Scanconbill" Bill of Lading form without prejudice to this Charter.

The Charterers shall indemnify the Owners if the Owners are held liable under the Bills of Lading in respect of any claim for which the Owners are not liable towards the Charterers under this Charter.

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12. General Average, Amended Jason Clause, Both-to-Blame Collision Clause	140	party mentioned in Box 23.	210
General Average shall be settled according to York-Antwerp Rules 1974 as amended 1990 or any modification thereof.	141		
The Amended Jason Clause and the Both-to-Blame Collision Clause as printed in the "Scanconbill" Bill of Lading form shall be deemed to be incorporated in this Charter.	142		
	143	18. Governing Law	211
	144	Except as provided elsewhere herein, the law governing this Charter shall be the following:	212
	145	(a) If the Vessel is registered in Denmark, Finland, Iceland, Norway or Sweden, the law of the flag of the Vessel;	213
		(b) If she is not so registered, the law of the Charterers' principal place of business; however, if this is outside Denmark, Finland, Iceland, Norway or Sweden, then English law.	214
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13. Strikes	146		
Neither the Charterers nor the Owners are responsible for the consequences of any strikes or lock-outs preventing or delaying the fulfillment of any obligations under this Charter.	147		
<i>Loading:</i> If there is a strike or lock-out preventing or delaying the production or the transport of the goods to port of loading 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 port or ports of loading, the Charterers or the Owners shall have the option of cancelling this Charter. If such strike or lock-out is going on at, or occurs after the Vessel's arrival at port of loading, the Charterers have the right either to keep the Vessel waiting paying full demurrage or to cancel. Such cancellation to take place within 24 hours after the Vessel's arrival or 24 hours after the subsequent occurrence of such strike or lock-out. If part of the cargo has then already been loaded, the Owners must proceed with same if requested by the Charterers, the Owners being at liberty to complete with other cargo on the way for their account.	148		
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<i>Discharging:</i> If there is a strike or lock-out affecting the discharge of the goods at the time the Vessel arrives at or off the port of discharge, or occurring after the Vessel's arrival, the Receivers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage for the time the Vessel has been delayed or, at any time of ordering the Vessel to a safe port where she can safely discharge her cargo without risk of being detained by strike or lock-out; such option to be declared within 36 hours after commencement of the strike or lock-out. On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination. However, if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port shall be increased in proportion.	162		
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14. War	175		
If, subsequent to the conclusion of this Charter, it appears that its performance will expose the Vessel or cargo to risks of war or hostilities, or that such risks have really increased, both parties shall have the option of cancelling.	176		
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As to further effects of any of the aforementioned contingencies on this Charter, the governing law as per Clause 18 of this Charter shall apply.	180		
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15. Ice	182		
In the event of the loading port being inaccessible by reason of ice on the Vessel's arrival, or in case frost sets in after the Vessel's arrival, endangering the Vessel of being ice-bound, the Charterers shall have the option of immediately ordering the Vessel to an adjacent accessible port, where she can safely load the cargo under this Charter. If such option is not exercised either party may cancel this Charter, but if part of the cargo has already been loaded, the Owners must proceed with same if requested by the Charterers, the Owners being at liberty to complete with other cargo on the way for their own account. Should this Charter not be cancelled by either party, the Charterers shall keep the Vessel against paying compensation at the demurrage rate until the port of loading is again accessible.	183		
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Should ice prevent the Vessel from reaching port of discharge, the Charterers shall have the option of keeping the Vessel waiting until the reopening of navigation by paying demurrage, or of ordering (such orders to be sent within 48 hours after receipt of the Captain's telegraphic information to the Charterers of the impossibility of reaching the port of destination) the Vessel to a safe and immediately accessible adjacent port in the same country, in their option, where she can safely discharge without risk of detention on account of ice. On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination.	194		
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16. Substitution	204		
The Owners shall have liberty to substitute a vessel of the same class and condition and of a similar size, type and position on giving due notice hereof to the Charterers.	205		
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17. Brokerage	208		
A commission at the rate stated in Box 23 to be payable by the Owners to the	209		