

CONTINENT GRAIN CHARTERPARTY

Code name: "SYNACOMEX 2000"

Adopted PARIS 1957 by SYNDICAT NATIONAL DU COMMERCE EXTÉRIEUR DES CÉREALES
amended 1960, 1974, 1990 and 2000 in agreement with COMITÉ CENTRAL DES ARMATEURS DE FRANCE
in cooperation with Chambre Arbitrale Maritime de Paris and the French Chartering and S. & P. Brokers' Association

PART I

1. Shipbroker(s)	2. Place and date of Charter Party
3. Owners and place of business (state full style and address) (Cl. 1)	4. Charterers and place of business (state full style and address) (Cl. 1)
5. Vessel's name (Cl. 1) flag / built / class: NT / GT: summer DWT:	6. First layday date (Cl. 6) Cancelling date (Cl. 6)
8. Loading port(s) (Cl. 2) a) Always afloat (*) b) "safely aground" (*)	7. Present position / expected ready to load (Cl. 1)
10. Discharging port(s) (Cl. 3) a) Always afloat (*) b) "safely aground" (*)	9. Advance notices (Cl. 7) - at load port to: -at discharging port: number of days / to:
11. Cargo nature and quantities (Cl. 2) a) No bags (*) b) Maximum in bags for stowage (*)	12. Freight rate (Cl. 4)
13. Freight rate payment (state currency and method of payment, beneficiary and bank account) (Cl. 4)	14. Loading rate (Cl. 5)
	15. Discharging rate (Cl. 5)
	16. Demurrage / Despatch money (Cl. 9)
17. Agents at loading port(s) (Cl. 13)	18. Agents at discharging port(s) (Cl. 13)
19. Extra insurance, maximum (Cl. 14)	20. Brokerage commission and to whom payable (Cl. 15)
21. Address Commission (Cl. 16)	a) Deductible (*) b) Non-deductible (*)
22. Numbers of the additional clauses covering special provisions, if any agreed	

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained herein consisting of PART I and PART II including additional clauses if any agreed and stated in Box 22. 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.

For the Owners	For the Charterers
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(*) Delete as appropriate; if no deletion, alternative a) to apply.

PART II

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1. Owners, Charterers	1	to work overtime, such expenses shall be for account of	69
It is this day agreed between the party designated in Box 3 ,	2	the party ordering same. If ordered by Port Authorities,	70
Owners of the Vessel named and described in Box 5 , being	3	overtime shall be for Charterers' account. Overtime services	71
now in position and expected ready to load as mentioned in	4	rendered by ship's crew shall be in all cases for Owners'	72
Box 7 , and the party designated in Box 4 as Charterers, THAT	5	account.	73
2. Loading Port(s) and Cargo	6	6. Laydays, Cancellng	74
The said Vessel being tight, staunch and in every way fit for	7	At port of loading laytime shall not count before 08.00 hours	75
the voyage, shall with all convenient speed proceed to the	8	on the layday date stated in Box 6 and in any case not	76
place designated in Box 8 , which in case of named port(s)	9	before the date notified by the 10 days notice as per Clause 7 .	77
Owners acknowledge as safe and suitable for this Vessel	10	Should the Vessel's notice of readiness not be validly	78
and there load always afloat, unless "safely aground" has	11	tendered as per Clause 8 before 09.00 hours on the	79
been specifically agreed in Box 8 , in such safe berth, dock,	12	cancelling date stated in Box 6 , Charterers shall have the	80
wharf or anchorage as Charterers or their Agents or	13	option of cancelling this charter at any time thereafter, but	81
Shippers may direct a full and complete cargo of wheat	14	not later than one hour after the notice is validly tendered.	82
and/or maize and/or rye and/or barley as described in Box	15		
11 , in metric tons (5 % more or less in Owners' option) in bulk.	16	7. Vessel's Positions , Notices	83
Shippers have the option of using a second safe berth. The	17	Master and/or Owners shall give 10 days and thereafter 5	84
time for shifting between the two berths shall count as	18	days notice of Vessel's expected readiness to load to the	85
laytime, but shifting expenses shall be for Vessel's account.	19	party designated in Box 9 .	86
Owners shall provide and install at their risk and expense	20	Master and/or Owners shall give notice of Vessel's	87
and on their time all that is required for safe stowage of	21	Expected Time of Arrival (ETA) at discharging port as	88
grain according to local and international regulations.	22	specified in Box 9 .	89
The cargo shall not exceed what the Vessel can reasonably	23	Master and/or Owners shall give the relevant parties prompt	90
stow and carry over and above her bunkers, apparel, stores,	24	advice of any substantial change in Vessel's ETA at loading	91
provisions and accommodation. The whole cargo shall be	25	and at discharging ports.	92
carried and stowed under deck in unobstructed main holds.	26		
All cargo on board to be delivered.	27	8. Laytime	93
Furthermore, if stowage bags have been specifically agreed,	28	Vessel's written notice of readiness to load and/or discharge	94
the following shall apply:	29	shall be tendered by hand or by any means of tele-	95
Charterers shall supply for stowage purposes a quantity of	30	communication at the offices of Shippers/Charterers/	
bagged cargo not exceeding the quantity specified in Box	31	Receivers or their Agents between 08.00 and 17.00 hours	
		on all days except Saturdays, Sundays and Holidays and	
number of bags signed for on Bills of Lading to be binding	33	between 08.00 hours and 12.00 hours on Saturdays unless	99
on Vessel and Owners, unless error or fraud be proved.	34	a Holiday. Such notice of readiness shall be delivered when	100
		Vessel is in the loading or discharging berth and in all	101
3. Discharging Port(s)	35	respects ready to load/discharge. At loading port Shippers/	102
Being so loaded, the Vessel shall proceed with all convenient	36	Charterers or their Agents have the privilege to inspect	103
speed direct to the place designated in Box 10 , which in	37	Vessel's holds and reject the notice when holds are not	104
case of named port(s) Owners acknowledge as safe and	38	clean, dry, odourless and in all respects ready to receive	105
suitable for this Vessel, and there discharge the cargo	39	the cargo.	106
always afloat, unless "safely aground" has been specifically	40	In case of dispute, an independent surveyor shall decide	107
agreed in Box 10 , in such safe berth, dock, wharf or	41	about Vessel's readiness to load, the party in the wrong	108
anchorage as Charterers or their Agents or Receivers may	42	bearing the costs. If the rejection of notice of readiness is	109
direct. Receivers have the option of using a second safe	43	undisputed or confirmed by surveyor the laytime will only	110
berth. The time for shifting between the two berths shall	44	start to count after the Vessel has validly tendered again	111
count as laytime, but shifting expenses shall be for Vessel's	45	when ready.	112
account.	46	Only when the loading and/or discharging berth is	113
		unavailable, Master may warrant that the Vessel is in all	114
4. Freight	47	respects ready and may tender notice of readiness to load	115
The freight agreed under this Charter Party shall be as	48	and/or discharge from any usual waiting place, whether in	116
stated in Box 12 , per metric ton on nett Bill of Lading weight	49	port or not, whether in free pratique or not, whether customs	117
and shall be deemed earned as cargo is loaded on board,	50	cleared or not.	118
prepaid discountless and non-returnable, Vessel and/or	51	Laytime shall commence at 14.00 hours if notice of	119
cargo lost or not lost.	52	readiness to load and/or discharge is validly tendered at or	120
The freight shall be paid as specified in Box 13 .	53	before 12.00 hours and at 08.00 hours on the next working	121
All charges and dues levied on the cargo shall be for	54	day if notice of readiness is validly tendered after 12.00	122
Charterers' account and those levied on the Vessel	55	hours. Time used before commencement of laytime shall	123
howsoever assessed shall be for Owners' account.	56	not count. Laytime shall not count between 12.00 hours on	124
		Saturdays or 17.00 hours on days preceding a Holiday and	125
5. Loading and Discharging	57	08.00 hours on the following working day, unless used in	126
Cargo shall be loaded, spout-trimmed and/or stowed at the	58	which case half time actually used shall count.	127
risk and expense of Shippers/Charterers at the average	59	Any delays caused by ice, floods, quarantine, or by cases	128
rate stated in Box 14 , weather permitting.	60	of "force majeure" shall not count as laytime unless the	129
Cargo shall be discharged at the risk and expense of	61	Vessel is already on demurrage.	130
Receivers/Charterers at the average rate stated in Box 15 ,	62	When Master has tendered notice of readiness to load or	131
weather permitting.	63	discharge from a waiting place and Vessel is subsequently	132
Stowage shall be under Master's direction and res-	64	found unready in application of the above provisions, laytime	133
ponsibility. Shippers' and/or Charterers' representatives	65	or time on demurrage shall not count from the time the Vessel	134
have the right to be on board the Vessel during loading,	66	is rejected until the time she is accepted. Additionally, any	135
discharging or lightering for the purpose of inspecting the	67	actual time lost on account of Vessel's obtaining free pratique	136
cargo and/or weighing. Charterers and Owners are allowed	68	or customs clearance shall not count as laytime or time on	137

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demurrage.	138	agreed.	201
At second or subsequent port(s) of loading or discharging, laytime or time on demurrage shall resume counting from Vessel's arrival at loading or discharging berth, if available, or from Vessel's arrival at a usual waiting place, if berth is unavailable.	139		
At all ports any time lost shifting from waiting place to berth shall not count as laytime or as time on demurrage.	140		
9. Demurrage, Despatch Money	141	16. Address Commission	202
Demurrage is payable by Charterers at the rate stated in Box 16 per day of 24 consecutive hours or pro rata.	142	An address commission as stated in Box 21 on the gross amount of freight, deadfreight and demurrage earned is	203
Owners shall pay to Charterers despatch money for laytime saved in loading/discharging at the rate stated in Box 16 per day of 24 consecutive hours or pro rata.	143	due to Charterers and is deductible from freight, deadfreight and demurrage.	204
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10. Seaworthy Trim	146	17. ISM Clause	207
If ordered to be loaded or discharged at more than one berth and/or port, the Vessel is to be left in seaworthy trim to Master's reasonable satisfaction for the passage between berths and/or ports at Shippers'/Charterers'/Receivers' expense, and time used for placing Vessel in seaworthy trim shall count as laytime or time on demurrage.	147	From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.	208
	148	Except as otherwise provided in this Charter Party, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account.	209
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11. Fumigation	160	18. Bills of Lading	221
Charterers have the liberty to fumigate the cargo on board at loading and discharging port(s) or places en route at their risk and expense. Charterers are responsible for ensuring that Officers and Crew as well as all other persons on board the Vessel during and after the fumigation are not exposed to any health hazards whatsoever. Charterers undertake to pay Owners all necessary expenses incurred because of the fumigation and time lost thereby shall count as laytime or time on demurrage. When fumigation has been effected at loading port and has been certified by proper survey or by a competent authority, Bills of Lading shall not be claused by Master for reason of insects having been detected in the cargo prior to such fumigation.	161	The Master is to sign Bills of Lading as presented without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master delegates the signing of Bills of Lading to his Agents, he shall give them authority to do so in writing, copy of which is to be furnished to Charterers. When Bills of Lading marked "Freight prepaid" are required, same shall be released by Owners immediately upon receipt of a telex from Charterers' Bank confirming that freight payable has been irrevocably transferred.	222
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	171	19. Relet	231
	172	Charterers have the right to relet all or part of this Charter Party, they remaining responsible for its due fulfilment.	232
	173		233
12. Lights and Gear	174	20. Deviation	234
Whenever required, Vessel shall supply free use of lights as on board but sufficient to carry on night work. Provided described as geared, Vessel, whenever required, shall supply free use of all cargo handling gear on board, in good working order, with the necessary power, and of runners, ropes and slings as on board. Shore hands shall be used to drive the gear, at Shippers'/Charterers'/Receivers' account. Any time actually lost on account of breakdown of Vessel's gear shall not count as laytime or time on demurrage and any stevedore standby time charges incurred thereby shall be for Owners' account.	175	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 an infringement of this Charter Party and the Owners shall not be liable for any loss or damage resulting therefrom.	235
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	180	21. Lien Clause	240
	181	The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charter Party.	241
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13. Agencies	185	22. Responsibilities and Immunities	244
At loading port, Vessel shall be consigned to the Agents designated in Box 17 .	186	Except as otherwise provided and stipulated in this Charter Party, it is hereby expressly agreed that this Charter Party shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924, as enacted in the country of shipment. These rules shall apply to any Bill of Lading issued under this Charter Party.	245
At discharging port, Vessel shall be consigned to the Agents designated in Box 18 .	187	When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.	246
	188	In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - The Hague - Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply.	247
	189	The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel.	248
	190		249
14. Extra Insurance	191		250
Extra insurance on cargo due to Vessel's age and/or flag and/or class shall be for Owners' account but limited to the amount specified in Box 19 ; such extra insurance shall be covered by Charterers for Owners' account and shall be deducted from settlement of freight.	192		251
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15. Brokerage	197		256
A brokerage commission as stated in Box 20 on the gross amount of freight, deadfreight and demurrage earned, is due to the party(ies) designated in Box 20 and is deductible from same unless "non-deductible" has been specifically	198		257
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Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.	265	Strike or Lock-out of the Shippers' and/or Receivers' men shall not prevent demurrage accruing if by the use of reasonable diligence they could have obtained other suitable labour at rates current before the Strike or Lock-out.	330
	266	In case of any delay by reason of the before-mentioned causes, no claim for damages or demurrage, shall be made by the Charterers / Receivers of the cargo, or Owners of the Vessel. For the purpose, however, of settling despatch money accounts, any time lost by the Vessel through any of the above causes shall be counted as time used in loading or discharging, as the case may be.	331
23. Amended General Ice Clause	267		332
<u>Port of Loading</u>	268		333
a) In the event of the loading port being inaccessible by reason of ice when Vessel is ready to proceed from her last port or at any time during the voyage or on Vessel's arrival or in case frost sets in after Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.	269		334
b) If during the loading the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owner's benefit to any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per Charter Party.	270		335
c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section b) or to declare this Charter Party null and void unless Charterers agree to load full cargo at the open port.	271		336
<u>Port of Discharge</u>	272		337
a) Should ice prevent Vessel from reaching port of discharge, Receivers shall have the option of keeping Vessel waiting until the reopening of navigation and paying demurrage, or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Master or Owners have given notice to Charterers of the impossibility of reaching port of destination.	273		338
b) If during discharging the Master for fear of Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.	274		339
c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.	275		340
	276	25. General Average and New Jason Clause	341
	277	General average shall be adjusted according to the York-Antwerp Rules 1994 or any subsequent modification thereof, but where the adjustment is made in accordance with the law and practice of the United States of America, the following Clause shall apply:	342
	278	"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 carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses 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 goods.	343
	279	If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his Agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery"	344
	280	and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.	345
	281		346
	282	26. Both-to-Blame Collision Clause	347
	283	If the liability for any collision in which the Vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following Clause shall apply:	348
	284	"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship 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 goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.	349
	285	The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact"	350
	286	and the Charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same Clause.	351
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the Master; and	397	be, or are likely to be, exposed to War Risks on any part of	464
(ii) "War Risks" shall include any war (whether actual or	398	the route (including any canal or waterway) which is normally	465
threatened), act of war, civil war, hostilities, revolution,	399	and customarily used in a voyage of the nature contracted	466
rebellion, civil commotion, warlike operations, the laying of	400	for, and there is another longer route to the discharging	467
mines (whether actual or reported), acts of piracy, acts of	401	port, the Owners shall give notice to the Charterers that	468
terrorists, acts of hostility or malicious damage, blockades	402	this route will be taken. In this event the Owners shall be	469
(whether imposed against all vessels or imposed selectively	403	entitled, if the total extra distance exceeds 100 miles, to	470
against vessels of certain flags or ownership, or against	404	additional freight which shall be the same percentage of	471
certain cargoes or crews or otherwise howsoever), by any	405	the freight contracted for as the percentage which the extra	472
person, body, terrorist or political group, or the Government	406	distance represents to the distance of the normal and	473
of any state whatsoever, which, in the reasonable judgement	407	customary route.	474
of the Master and/or the Owners, may be dangerous or are	408	e) The Vessel shall have liberty:-	475
likely to be or to become dangerous to the Vessel, her cargo,	409	(i) to comply with all orders, directions, recommendations	476
crew or other persons on board the Vessel.	410	or advice as to departure, arrival, routes, sailing in convoy,	477
b) If at any time before the Vessel commences loading, it	411	ports of call, stoppages, destinations, discharge of cargo,	478
appears that, in the reasonable judgement of the Master	412	delivery or in any way whatsoever which are given by the	479
and/or the Owners, performance of the Charter Party, or	413	Government of the Nation under whose flag the Vessel sails,	480
any part of it, may expose, or is likely to expose, the Vessel,	414	or other Government to whose laws the Owners are subject,	481
her cargo, crew or other persons on board the Vessel to	415	or any other Government which so requires, or any body or	482
War Risks, the Owners may give notice to the Charterers	416	group acting with the power to compel compliance with their	483
cancelling this Charter Party, or may refuse to perform such	417	orders or directions;	484
part of it as may expose, or may be likely to expose, the	418	(ii) to comply with the orders, directions or recom-	485
Vessel, her cargo, crew or other persons on board the Vessel	419	mendations of anywar risks underwriters who have the	486
to War Risks; provided always that if this Charter Party	420	authority to give the same under the terms of the war risks	487
provides that loading or discharging is to take place within a	421	insurance;	488
range of ports, and at the port or ports nominated by the	422	(iii) to comply with the terms of any resolution of the Security	489
Charterers the Vessel, her cargo, crew, or other persons	423	Council of the United Nations, any directives of the European	490
onboard the Vessel may be exposed, or may be likely to be	424	Community, the effective orders of any other Supranational	491
exposed, to War Risks, the Owners shall first require the	425	body which has the right to issue and give the same, and	492
Charterers to nominate any other safe port which lies within	426	with national laws aimed at enforcing the same to which	493
		the Owners are subject, and to obey the orders and	
this Charter Party if the Charterers shall not have nominated	428	directions of those who are charged with their enforcement;	495
such safe port or ports within 48 hours of receipt of notice of	429	(iv) o discharge at any other port any cargo or part thereof	496
such requirement.	430	which may render the Vessel liable to confiscation as a	497
c) The Owners shall not be required to continue to load	431	contraband carrier;	498
cargo for any voyage, or to sign Bills of Lading for any port	432	(v) to call at any other port to change the crew or any part	499
or place, or to proceed or continue on any voyage, or on	433	thereof or other persons on board the Vessel when there is	500
any part thereof, or to proceed through any canal or	434	reason to believe that they may be subject to internment,	501
waterway, or to proceed to or remain at any port or place	435	imprisonment or other sanctions;	502
whatsoever, where it appears, either after the loading of	436	(vi) where cargo has not been loaded or has been	503
the cargo commences, or at any stage of the voyage	437	discharged by the Owners under any provisions of this	504
thereafter before the discharge of the cargo is completed,	438	Clause, to load other cargo for the Owners' own benefit	505
that, in the reasonable judgement of the Master and/or the	439	and carry it to any other port or ports whatsoever, whether	506
Owners, the Vessel, her cargo (or any part thereof), crew	440	backwards or forwards or in a contrary direction to the	507
or other persons on board the Vessel (or any one or more	441	ordinary or customary route.	508
of them) may be, or are likely to be, exposed to War Risks.	442	f) If in compliance with any of the provisions of sub-clauses	509
If it should so appear, the Owners may by notice request	443	b) to e) of this Clause anything is done or not done, such	510
the Charterers to nominate a safe port for the discharge of	444	shall not be deemed to be a deviation, but shall be	511
the cargo or any part thereof, and if within 48 hours of the	445	considered as due fulfilment of the Charter Party.	512
receipt of such notice, the Charterers shall not have	446		
nominated such a port, the Owners may discharge the cargo	447	28. Arbitration	513
at any safe port of their choice (including the port of loading)	448	Any dispute arising out of the present contract shall be	514
in complete fulfilment of the Charter Party. The Owners shall	449	referred to Arbitration of "Chambre Arbitrale Maritime de	515
be entitled to recover from the Charterers the extra expenses	450	Paris - 16 rue Daunou - 75002 Paris".	516
of such discharge and, if the discharge takes place at any	451	The decision rendered according to the rules of Chambre	517
port other than the loading port, to receive the full freight as	452	Arbitrale and according to French Law shall be final and	518
though the cargo had been carried to the discharging port	453	binding upon both parties. The right of both parties to refer	519
and if the extra distance exceeds 100 miles, to additional	454	any disputes to arbitration ceases twelve months after date	520
freight which shall be the same percentage of the freight	455	of completion of discharge or, in case of cancellation or non-	521
contracted for as the percentage which the extra distance	456	performance, twelve months after the cancelling date as per	522
represents to the distance of the normal and customary	457	Clause 6 or after the actual date of cancellation whichever is	523
route, the Owners having a lien on the cargo for such.	458	the later. Where this provision is not complied with, the claim	524
expenses and freight	459	shall be deemed to be waived and absolutely barred.	525
d) If at any stage of the voyage after the loading of the	460		
cargo commences, it appears that, in the reasonable	461		
judgement of the Master and/or the Owners, the Vessel,	462		
her cargo, crew or other persons on board the Vessel may	463		