

1. Shipbroker (from WFP panel)		
2. Vessel's name		3. Place and date
4. Owners and place of business (see full details in Schedule A)		5. Charterers and place of business <b>United Nations World Food Programme</b> <b>Via Cesare Giulio Viola, 68/70</b> <b>00148 Parco De' Medici - ROME</b>
6. Loading ports(s) or place(s). If applicable, also state number of days' prior declaration of actual loading port(s) or place(s) (Cl. 2)		7. Discharging port(s) or place(s). If applicable, also state number of days' prior declaration of actual discharging port(s) or place(s) (Cl. 2)
8. Cargo (also state quantity, if full and complete cargo not agreed state "part cargo") (Cl. 3)		9. Vessel's description (Details as per Schedule A)
10. First Laydays date (Cl. 5)	11. Cancelling date (Cl. 5)	12. Present position/ETA first loading port (Cl. 4)
13. Advance notices (loading) (Cl. 6) to be given to: <b>United Nations World Food Programme</b> <b>and the other parties specified below at their respective contact addresses:</b>		14. Advance notices (discharging) (Cl. 7) to be given to: <b>United Nations World Food Programme</b> <b>and the other parties specified below at their respective contact addresses:</b>
15. Laytime for loading (Cl. 10)		16. Laytime for discharging (Cl. 10)
17. Demurrage rate (loading and discharging) (Cl. 11)		18. Freight rate (Cl. 22)
19. Freight payment (state currency and method of payment, beneficiary and bank account) (Cl. 22)		20. Brokerage commission and to whom payable (Cl. 38)
21. Numbers of additional clauses covering special provisions, if 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 and Schedule A. The provisions of PART I and Schedule A shall prevail over the terms of PART II to the extent of any conflict between them.

Signature (Owners)	Signature (Charterers)
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**WORLDFOOD 2017 Voyage Charter Party  
Schedule A**

Vessel's name
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**Owner's Details**

A. Owner's Name	The name of the registered Owner if the party identified in Box A is <u>not</u> the registered Owner.
Address	Address
Email Phone	Email Phone
Designated person	Designated person
Owner's P&I Club	Registered Owner's P&I Club
Owner's Hull & Machinery Insurers/Hull & Machinery value	Registered Owner's Hull & Machinery Insurers/Hull & Machinery value
Certificates attached	Certificates attached

**Vessel Description**

Flag	Year built
Vessel Type	IMO Number
Call sign E-mail	Class
NT	GT
DWT	Draft
TPC	Intended Performing Speed
Gear Type and lifting capacity Slings (Y/N) Grabs (Y/N) (if yes, state capacity)	LOA
Beam	Twin hatch
Number of hatches	Hatch dimensions
Number of holds	
Grain cubic	Bale cubic

**Supplementary Information**

Last special survey	Last dry dock
Last three cargoes	Last three ports

**WORLDFOOD 2017 Voyage Charter Party  
Schedule A**

Details of General Average in last two years	Previous names in last 12 months
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Sample copy

**PART II**  
**WORLDFOOD 2017 Voyage Charter Party**

**Definitions**

“Charterers” means the party stated in Box 5.

“Owners” means the party stated in Box 4 and Schedule A.

“Vessel” means the vessel named and described in Box 9 and Schedule A.

**1. Vessel**

(a) The Owners shall:

(i) before and at the beginning of the voyage exercise due diligence to make the Vessel seaworthy and in every way fit for the voyage and for the trade for which it is employed, with a full complement of Master, officers and crew for a vessel of its type, tonnage and flag;

(ii) ensure that throughout the currency of this Charter Party the Vessel and its Master, officers and crew will comply with all safety and health regulations and other statutory rules or regulations and internationally recognized requirements necessary to secure safe and unhindered loading of the cargo, performance of the voyage and discharge of the cargo;

(iii) ensure that throughout the currency of this Charter Party the Vessel is fully insured in respect of loss of or damage to or in connection with cargo by the Protection and Indemnity Class of the P&I Club stated in Schedule A and also insured against hull and machinery risks for a value not less than that specified in Schedule A.

(b) The Vessel as described in Box 9 and in Schedule A shall be classed Lloyd's 100 A1 or equivalent as stated in Schedule A. The Owners warrant to maintain that class throughout the currency of this Charter Party.

**2. Voyage**

(a) The Vessel shall with all reasonable despatch proceed to the loading port(s) or place(s) stated in Box 6 or so near thereto as it may safely get and lie always safe and afloat, and there load the cargo stated in Box 8, and being so loaded the Vessel shall with all reasonable despatch proceed to the discharging port(s) or place(s) stated in Box 7 or so near thereto as it may safely get and lie always safe and afloat and there deliver the cargo.

If the Charterers have the right to order the Vessel to load and/or discharge at one or more ports out of several named ports or within a specific range, the Charterers shall declare the actual port or ports of loading and/or discharge within the number of days stated in Boxes 6 and 7, respectively.

Unless loading and/or discharging ports are named in this Charter Party, the responsibility for providing safe ports or places of loading and/or discharging lies with the Charterers.

(b) Rotation of Ports

Unless otherwise agreed, loading and/or discharging at two or more ports shall be effected in geographical rotation.

**3. Cargo**

(a) Unless otherwise stated in Box 8, this Charter Party is for a full and complete cargo as described in Box 8.

(b) Part Cargo – if the cargo to be carried is a part cargo (see Box 8), it is a condition of this Charter Party that the Owners shall not be entitled to ship any other cargo without the prior written approval of the Charterers, which shall not be unreasonably withheld. Breach of this condition shall entitle the Charterers to immediately terminate this Charter Party, without prejudice to any of their other rights under this Charter Party.

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Such additional cargo shall be stowed in separate compartments and shall not affect the rate of loading and discharging of the cargo under this Charter Party as stipulated in Boxes 15 and 16, respectively.

If cargo other than the Charterers' cargo is loaded/discharged at the same port and/or berth and waiting time is incurred, laytime or if the Vessel is on demurrage, demurrage shall be calculated on a pro rata basis according to the quantity of each cargo. If cargo other than the Charterers' cargo is loaded/discharged at the same berth, laytime or if the Vessel is on demurrage, demurrage, shall only count when the Charterers' cargo is actually being loaded/discharged. Should cargo other than the Charterers' cargo interfere in any way whatsoever with loading/discharging of the Charterers' cargo, laytime or if the Vessel is on demurrage, demurrage, shall cease to count entirely if the Charterers' loading/discharging is stopped completely or on a pro rata basis if partially stopped.

The Owners shall pay totally or proportionally the costs of lightening, if any, at the port(s) of discharge incurred due to loading of such additional cargo.

- (c) Unless otherwise stated in Box 8, all quantities shall be expressed in tons of 1,000 kilograms.
- (d) WFP cargo shall not be sublet.

**4. Present Position**

At the date of this fixture the Vessel is currently at the position stated in Box 12 and expected ready to load at the first or sole loading port on the date stated in Box 12.

**5. Laydays and Cancelling**

- (a) Laydays shall not commence before 07.00 hours local time at the loading port or place on the date stated in Box 10.
- (b) The Charterers shall have the option of cancelling the Charter Party if the Vessel has not tendered notice of readiness to load on or before 17.00 hours local time at the loading port or place on the cancelling date stated in Box 11.
- (c) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the actual date of sailing or the expected date of the Vessel's readiness to sail from its last discharge port and its expected date of readiness to load.

In notifying the Charterers of the delay the Owners may require the Charterers to declare within two working days after receipt of such notice whether they will exercise their option to cancel the Charter Party or agree to a new cancelling date.

If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the fourth day after the new date of readiness indicated in the Owners' notification shall be regarded as the new cancelling date.

- (d) The provisions of Subclause (c) of this Clause shall operate only once and, in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per Subclause (b) above.

**6. Advance Notices (Loading)**

- (a) The Owners and/or the Master shall give the following notices of ETA (Estimated Time of Arrival) at first or sole loading port to the Charterers and the Parties indicated in Box 13:
  - (i) notice of ETA at time of fixture;

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- (ii) 10 days' notice of ETA;
- (iii) 72 hours' notice of ETA;
- (iv) 24 hours' definite notice of arrival.

Notwithstanding provisions to the contrary in Clauses 8 (Notice of Readiness (Loading and Discharging)) and 9 (Time Counting (Loading and Discharging)), if the Owners and/or the Master fail to give notice in accordance with Subclause 6(a)(iv), laytime shall not start to count until 48 hours after a valid notice of readiness has been tendered in accordance with Clause 8 (Notice of Readiness (Loading and Discharging)).

- (b) The Master shall give the Vessel's position every 72 hours after fixing and, if transiting the Suez Canal and/or the Panama Canal, the Master shall notify the Charterers thereof, stating time of entering and leaving the Canal(s).

**7. Advance Notices (Discharging)**

- (a) The Owners and/or the Master shall give the following notices of ETA at first or sole discharging port to the Charterers and the Parties indicated in Box 14:

- (i) Upon sailing from loading port (or if more than one loading port from final port of loading) approximate ETA, also stating quantity of cargo loaded and estimated arrival draft;

- (ii) 10 days' notice of ETA;

- (iii) 72 hours' notice of ETA;

- (iv) 24 hours' definite notice of arrival.

Notwithstanding provisions to the contrary in Clauses 8 (Notice of Readiness (Loading and Discharging)) and 9 (Time Counting (Loading and Discharging)), if the Owners and/or the Master fail to give notice in accordance with Subclause 7(a)(iv), laytime shall not start to count until 48 hours after a valid notice of readiness has been tendered in accordance with Clause 8 (Notice of Readiness (Loading and Discharging)).

- (b) The Master shall give to the Charterers the Vessel's position every 72 hours en route to the discharging port and, if transiting the Suez Canal and/or the Panama Canal, the Master shall notify the Charterers thereof, stating time of entering and leaving the Canal(s).

**8. Notice of Readiness (Loading and Discharging)**

- (a) At each port of loading or discharging, notice of readiness shall be given by the Master to the Charterers and the Parties indicated in Boxes 13 and 14, as appropriate, when the Vessel is in the loading or discharging berth, securely moored, and has obtained customs clearance and free pratique and is in all respects ready to load or discharge.
- (b) At each loading port before tendering notice of readiness, the Owners and the Master shall ensure that all holds of the Vessel are clean, dry and free from smell and in all respects suitable to receive the cargo to the Charterers' satisfaction.
- (c) If a loading/discharging berth is not designated or if such designated berth is not available upon the Vessel's arrival at or off the port, notice of readiness may be given upon arrival at the customary waiting place at or off the port, whether cleared at customs or not and whether in free pratique or not.

However, if upon the Vessel's arrival at or off the port it is not in any event able to proceed to the loading/discharging berth, or perform the work required by the Charterers, as a result of its inefficiency, weather, tidal conditions, strikes of tugs or pilots, or mandatory regulations, notice of readiness may be given only when such hindrance(s) has (have) ceased.

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- (d) Notice of readiness to load or discharge shall be tendered between the hours of 09.00 to 17.00 on ordinary working days, Sundays (or their local equivalents) excepted and between the hours of 09.00 to 12.00 on Saturdays (or their local equivalents).

**9. Time Counting (Loading and Discharging)**

- (a) Laytime shall not commence before 07.00 hours local time at the loading port or place on the date stated in Box 10, even if used. However, a notice of readiness may be given in accordance with Clause 8 (Notice of Readiness (Loading and Discharging)) before that date and notice time shall run forthwith.
- (b) At the first or sole loading or discharging port with Free In/Out Terms, laytime shall commence at 07.00 hours on the next working day following tendering of Notice of Readiness in accordance with Clause 8 (Notice of Readiness (Loading and Discharging)).
- (c) Where Free In/Out Terms apply, at second or subsequent port(s) of loading or discharging, laytime shall resume upon the Master's tendering of notice of readiness in accordance with Clause 8 (Notice of Readiness (Loading and Discharging)). If the Notice of Readiness is not tendered in accordance with Clause 8 (Notice of Readiness (Loading and Discharging)) the laytime shall resume at 07.00 hours on the next working day. If the Vessel is on demurrage, demurrage shall resume upon the Master tendering Notice of Readiness in accordance with Subclauses 8(a), (b) and (c) (Notice of Readiness (Loading and Discharging)).
- (d) If the Notice of Readiness has been tendered while the Vessel is at or off the port in accordance with Clause 8 (Notice of Readiness (Loading and Discharging)), laytime shall commence and shall count as if the Vessel was in berth provided that the Vessel continues to be at the disposal of the Charterers.
- (e) Actual shifting time to the loading/discharging berth or to a waiting berth in port shall not count as laytime or, if the Vessel is on demurrage, as demurrage.
- (f) Time lost awaiting pilot, obtaining free pratique or customs clearance, or any other similar related events which are Owners' responsibility shall not count as laytime or if the Vessel is on demurrage, as demurrage.
- (g) If, after commencement of laytime, and provided the Charterers have appointed and paid for an independent surveyor to inspect the Vessel's holds/hatches as soon as possible, the Vessel is nevertheless found not to be in all respects ready to load/discharge, laytime, or demurrage, if the Vessel is on demurrage, shall be suspended until the Vessel is in fact ready to load/discharge.
- (h) Time lost as a result of a breakdown, inability of all or any part of the Vessel's equipment to load or discharge, strike (whether partial or in full) of officers and/or crew, or any other cause attributable to the Vessel, its Master, officers, crew or the Owners shall not count as laytime or, if the Vessel is on demurrage, as demurrage.
- (i) In the event that the Vessel is waiting for a loading or discharging berth and notice of readiness has been tendered according to Clause 8(c) (Notice of Readiness (Loading and Discharging)), laytime shall be interrupted during periods of adverse weather, unless the Vessel is already on demurrage.
- (j) Excepted Periods
- (i) In those countries in which Sunday is the recognised day of rest, laytime shall not run from either 12.00 hours on Saturday or, where Saturday is a day on which stevedores work only at overtime rates, from the time on Friday at which stevedores start to be paid overtime until 07.00 hours on Monday.
- (ii) In those countries in which Friday is the recognised day of rest, laytime shall not run from either 12.00 hours on Thursday or, where Thursday is a day on which stevedores work only at overtime rates, from the time on Wednesday at which stevedores start to be paid overtime until 07.00 hours on Saturday.
- (iii) In those countries in which any other day is the recognised day of rest, laytime shall not run from either 12.00 hours on the day before such day of rest (the preceding day) or, where such preceding day is a day on which

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stevedores work only at overtime rates, from the time on the day before the preceding day at which stevedores start to be paid overtime until 07.00 hours on the day after the day of rest.

(iv) Laytime shall not run from 17.00 hours on a day preceding a national or local holiday until 07.00 hours on the next working day.

(v) If loading or discharging takes place during any of the excepted periods specified in Subclauses (i) to (iv) hereof, only half of the time actually used shall count as laytime.

(vi) Laytime between ports of loading and discharging shall be non-reversible. If the Vessel has to load at two or more ports, the ports shall be regarded as a single one for the purpose of laytime computation and the same principle shall apply to discharging ports. For the purposes of computing laytime, twin or double hatches shall count as one hatch only.

**10. Loading and Discharging**

(a) Bulk Cargo – If loading bulk cargo, the cargo shall be loaded and spout-trimmed by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 15 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9 (Time Counting (Loading and Discharging))).

Other than Bulk Cargo – If loading other than bulk cargo, the cargo shall be loaded and stowed by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 15 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9 (Time Counting (Loading and Discharging))).

(b) The cargo shall be discharged by the Charterers at their expense, but under the supervision of the Master, at the rate stated in Box 16 per weather working day of 24 consecutive hours (subject to excepted periods according to Clause 9 (Time Counting (Loading and Discharging))).

(c) At each loading and discharging port stevedores shall be appointed and paid by the Charterers.

(d) Cargo Handling – During the loading and discharging operations, the Master shall supervise the work performed by the stevedores and shall instruct them properly in regard to handling, loading, stowage and discharging of the cargo.

Should the stevedores refuse to follow the Master's instructions, the Master shall protest to them in writing and shall advise the Charterers immediately thereof.

**11. Demurrage/Despatch Money**

(a) Demurrage shall be paid by the Charterers at the rate as stated in Box 17 per running day or pro rata.

(b) Despatch money at half the demurrage rate shall be paid by the Owners on laytime saved in loading and/or discharging.

(c) Demurrage and Despatch accounts shall be settled in accordance with provisions of Clause 22 (Freight Payment).

**12. Shifting and Warping**

(a) Shifting between berths – The Charterers shall have the option of ordering the Vessel to load and/or discharge at a second safe berth if required. The costs of shifting from first to second berth shall be for the Owners' account. Time used for shifting shall count unless shifting is performed during excepted periods.

(b) Warping at the berth – The Vessel shall be warped alongside the loading/discharging appliances, as reasonably required, at the Owners' risk and expense, but time shall count unless warping is performed during excepted periods.



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Overtime expenses for the Vessel's officers and crew and costs for bunkers consumed shall be for the Owners' account.

- (c) Seaworthy Trim – The Charterers shall leave the Vessel in a seaworthy trim and with cargo on board safely stowed to the Master's satisfaction between loading berths/ports and between discharging berths/ports, respectively. Any expenses resulting therefrom shall be for the Charterers' account and any time used shall count as laytime, or if the Vessel is on demurrage, as demurrage.

**13. Dunnage/Separation**

- (a) Dunnage – The Owners shall provide, lay, erect and dispose of all dunnage material (including paper, plastic, etc.) required for the proper stowage and protection of the cargo.
- (b) Separation – The Charterers shall have the right to ship parcels of different qualities or parcels for different receivers in separate holds within the Vessel's natural segregation and suitable for its trim provided that such parcels can be loaded, carried and discharged without affecting the Vessel's seaworthiness. No separation other than natural separation will be required for cargoes carried under this Charter Party.

**14. Opening and Closing of Hatches**

Opening and closing of hatches at loading and discharging ports shall be performed by the Vessel's crew at the Owners' expense. Such operations shall, if required by Charterers, also be performed outside usual stevedore working hours. If use of the Vessel's crew is not permitted by local authorities or local union regulations, shore labour (stevedores) shall be provided and paid for by the Charterers. However, nothing in this Clause shall override the duty of the Master and crew to care for and protect the cargo in the event of inclement weather or the presence of substances harmful to the cargo during loading and discharging.

**15. Vessel's Cargo Gear**

- (a) Unless the Vessel is gearless and stated to be so in Schedule A, the Owners shall throughout the duration of the Charter Party:
- (i) provide and give free use of the Vessel's cargo handling gear and/or grabs and/or slings, as described in Schedule A, whenever required by the Charterers;
  - (ii) maintain such equipment in good working order to satisfy the description in Schedule A and maintain and keep on board all certificates that may be necessary to evidence such compliance;
  - (iii) provide and give free use of sufficient motive power to operate all such equipment simultaneously;
  - (iv) provide and give free use of crew to operate such equipment, whenever required by the Charterers, unless local regulations or the crew's employment conditions prohibit this, in which case, shore labourers shall be appointed by the Charterers for their account but shall always work under the supervision of the Master.
- (b) Unless a breakdown of the Vessel's cargo handling gear has been caused by the negligence of the Charterers' stevedores:
- (i) the cost of any resulting labour stand-by time and/or shore crane hire shall be for the Owners' account; and
  - (ii) without prejudice to Subclause 9(g) (Time Counting (Loading and Discharging)), any time lost thereby pro rata to the total number of cranes or winches that were required at that time for loading or discharging shall not count as laytime or, if the Vessel is on demurrage, as demurrage.

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**16. Light**

Whenever required, the Owners shall provide free of charge, throughout the duration of loading/discharging, light (as on board) for work on and under deck.

**17. Loading/Stowing/Trimming and Discharging**

Without prejudice to Clause 1 (Vessel), the Owners warrant that:

(a) If the Vessel is to load bulk cargo, the Vessel is:

(i) suitable for grab and/or vacuator discharge and that no cargo shall be loaded into spaces that are not easily accessible to grabs unless this is necessary for the purposes of the stability of the Vessel. Any extra expense occasioned thereby shall be for the Owners' account and time used in loading and/or discharging such cargo shall not count as laytime or, if the Vessel is on demurrage, as demurrage; and

(ii) approved by the Vessel's classification society or an organisation acceptable thereto for the carriage of bulk grain under applicable SOLAS regulations and that the Vessel shall always comply with such class and SOLAS regulations.

Without prejudice to Subclause 10(a) (Loading and Discharging), any trimming other than spout trimming (whether spout trimming head is moveable or fixed) shall be for the Owners' cost, and time so used shall not count as laytime or, if the Vessel is on demurrage, as demurrage. Any bagging, strapping or securing which may be required is to be supplied and paid for by the Owners and time used shall not count as laytime or, if the Vessel is on demurrage, as demurrage. Bleeding of bags, if any, at discharging port shall be for the Owners' time, risk and cost.

(b) If the Vessel is to load bagged, cartoned or palletised cargo, cargo spaces into which such cargo is loaded are easily accessible with customary loading and discharging equipment.

**18. Stevedore Damage**

The Charterers shall be responsible for damage (except for ordinary wear and tear) caused by stevedores to any part of the Vessel. Any damage other than hidden damage shall be notified by the Master in writing to the Charterers or their agents and to their stevedores within 48 hours but always before sailing from the respective port, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the stevedores' written acknowledgment of the damage caused. Any hidden damage shall be notified by the Master in writing to the Charterers and their stevedores as soon as reasonably possible but always before sailing from the final discharging port.

The Charterers have the right to repair any stevedore damage at any time prior to completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties, but must repair any apparent stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall count as laytime, or if the Vessel is on demurrage, as demurrage.

**19. Overtime**

(a) Costs – All overtime costs at loading and discharging port(s) shall be for the account of the party ordering same.

If overtime is ordered by port authorities or the party (not being the Charterers) controlling the loading and/or discharging terminal or facility, all overtime costs shall be paid by the Charterers. Overtime costs for the Vessel's officers and crew shall always be for the Owners' account.

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- (b) Time Counting – If overtime ordered by the Owners is worked during excepted periods the actual time used shall count as laytime. If overtime ordered by the Charterers is worked during excepted periods half the actual time used shall count as laytime.

**20. Cargo Receipt**

- (a) No bills of lading shall be issued for shipments under this Charter Party.
- (b) The Owners agree to issue a non-negotiable cargo receipt as per the "WORLDFOODRECEIPT 2017" attached hereto incorporating all terms, conditions, liberties, clauses and exceptions of this Charter Party. In the event of a conflict of provisions between the Cargo Receipt and this Charter Party, the provisions of this Charter Party shall prevail to the extent of such conflict but no further.

**21. Tally**

- (a) The Cargo Receipt shall be conclusive evidence of the quantity and/or weight of cargo loaded.
- (b) If the cargo consists of bags, bales, cases and/or drums, the Vessel shall be responsible for the number of packages shipped and the provisions of Subclause 21(a) shall also apply.
- (c) Subject to Clause 28 (General Clause Paramount), at each loading port the Owners and the Charterers shall accept the standard loading terminal procedures for weighing, control/checking and tally of cargo at the Charterers' expense.
- (d) At each discharging port, the Charterers shall appoint recognised tallymen to act jointly on behalf of the Owners and the Charterers. Such joint tally shall be binding upon both parties provided that such tally is kept during discharging and all costs shall be for the Charterers' account.

**22. Freight Payment**

- (a) The freight at the rate indicated in Box 18 shall be calculated on the gross intaken weight/quantity stated in the Cargo Receipt.
- (b) 90 per cent of the freight is due and payable by the Charterers within 5 working days after release of the signed Cargo Receipt.
- (c) The Charterers shall, if the Owners so request, pay any demurrage which is due, every 14 days in arrears.
- (d) The balance of freight with any adjustment for demurrage, despatch money, deadfreight and/or any other sums payable to the Owners under this Charter Party and any Cargo Receipt issued hereunder shall be paid promptly by the Charterers upon receipt of the Owners' invoice on Owners' letterhead paper, signed and stamped, giving details of freight due, despatch/demurrage incurred at loading and discharging ports and supported by all the following documents:
- (i) Statement of Facts signed by the Master and the Vessel's agent and/or the Charterers' representatives at each port;
  - (ii) laytime statements (time sheets);
  - (iii) receipted commission on freight invoices from all brokers mentioned in the Charter Party;
  - (iv) a comprehensive stowage plan showing gross cargo quantities loaded hold by hold;
  - (v) surveyor's report on draft and cubic survey in respect of any deadfreight claim which shall also be supported by a voucher approved by the Master and the Charterers'/Shippers' representatives at loading port; and

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(vi) a fully executed copy of the Charter Party.

- (e) The Charterers may deduct from any balance that is due to the Owners under Subclause 22(d) above a sufficient amount, by way of security, for any claims that the Charterers may have for damage to or loss of cargo unless the Owners have provided security that is acceptable to the Charterers in form and amount for such claims from the P&I Club stated in Schedule A within 48 hours of a request from the Charterers to do so supported by particulars of the claims and the amount of security required.
- (f) The freight and other sums due to the Owners shall be paid in the currency and in the manner stated in Box 19.

**23. Dues, Taxes and Charges**

- (a) On the Vessel – The Owners shall be responsible for and shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.
- (b) On the cargo – The Charterers shall be responsible for and shall pay all dues, duties, taxes and charges levied on the cargo at the port of loading/discharging, howsoever the amount thereof may be assessed.
- (c) On the freight – The Owners shall be responsible for and shall pay all dues, taxes and charges that may be levied on the freight.

**24. Additional or Extra Insurance**

Any additional or extra insurance on cargo owing to the Vessel's age, class, flag or ownership shall be for the Owners' account and may be deducted from the freight. The Charterers shall furnish evidence of payment supporting any such deduction. Unless a maximum amount has been agreed, such additional or extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.

**25. Lien**

The Owners shall have a lien on the cargo for freight. The Charterers shall remain responsible for freight, deadfreight and demurrage incurred at ports of loading and/or discharging.

**26. Liberty**

Subject to Clause 27 (United Nations Emergency Clause), the Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to deviate for the purposes of saving life or property, and for any other reasonable purpose, which shall include but not be limited to calling at any port or place for bunkers; taking on board spares, stores or supplies; repairs to the Vessel necessary for the safe continuation of the voyage; crew changes; landing of stowaways; medical emergencies and ballast water exchange. The Owners shall inform the Charterers promptly of the exercise of any of their rights under this Clause.

**27. United Nations Emergency Clause**

The Charterers have the right in case of an emergency situation arising to change the Vessel's destination, subject only to the Owners' consent, which shall not be unreasonably withheld. In this event, the Owners and the Charterers shall agree on any necessary adjustment in freight rates in consequence of the change of destination. Failing such agreement, the new rate shall be determined by a shipbroker appointed, at the request of either party, by the Institute of Chartered Shipbrokers, London, acting as valuer and not as arbitrator.

**28. General Clause Paramount**

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Charter Party. When

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the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Charter Party save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Charter Party.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Charter Party.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

**29. International Group of P&I Clubs Financial Security in Respect of Pollution Clause**

(a) Owners warrant that throughout the currency of this charter they will provide the Vessel with the following certificates:

(i) If the Vessel is over 1,000 gross tons and is registered in, or is required to enter a port or offshore facility in the territorial sea of, a State Party to the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a Certificate issued pursuant to Article 7 of that Convention.

(ii) If the Vessel is constructed or adapted for the carriage of persistent oil in bulk as cargo and is carrying more than 2,000 tons of such cargo, a Certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage, 1992, as applicable.

(iii) If the Vessel is over 300 gross tons (or as might otherwise be required by US Federal Statutes and Regulations) and is required to enter US navigable waters or any port or place in the US, a Certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990, and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

(b) Notwithstanding anything whether printed or typed herein to the contrary,

(i) Save as required for compliance with paragraph (a) hereof, Owners shall not be required to establish or maintain financial security in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any port, place, territorial or contiguous waters of any country, state or territory in performance of this charter.

(ii) Charterers shall indemnify Owners and hold them harmless in respect of any loss, damage, liability or expense (including but not limited to the costs of any delay incurred by the Vessel as a result of any failure by the charterers promptly to give alternative voyage orders) which Owners may sustain due to non-compliance with any demand or requirement to establish or maintain financial security in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.

(iii) Without prejudice to paragraphs (b)(i) and (b)(ii), if Owners establish or maintain financial security other than to the extent provided in paragraph (a) hereof (in order to enable the vessel lawfully to enter, remain in or leave any port, place or waters), Charterers shall, unless otherwise expressly agreed, indemnify Owners and hold them harmless in respect of any costs or delay incurred in establishing or maintaining such security.

(iv) Owners shall not be liable for any loss, damage, liability or expense whatsoever and howsoever arising which charterers and/or the holders of any bill of lading issued pursuant to this charter may sustain by reason of any requirement to establish or maintain financial security in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.

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- (c) Charterers warrant that the terms of this Clause will be incorporated effectively into any bill of lading issued pursuant to this charter.

**30. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005**

- (a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

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

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

(ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.

- (c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:

(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.

- (d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

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

**31. Both to Blame Collision Clause**

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot, or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or its owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying

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vessel or its owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or its owners as part of their claim against the carrying Vessel or Owners.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

**32. General Average and New Jason Clause**

General average shall be adjusted in London according to the York-Antwerp Rules 2016.

If general average is to be adjusted in accordance with the law and practice of the United States of America, the following clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Owners 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 cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Owners before delivery".

**33. Strike**

- (a) If there is a strike or lock-out, except that of the Master, officers or crew, affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from its last port or at any time during the voyage to the port or ports of loading or after its arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.
- (b) If there is a strike or lock-out, except that of the Master, officers or crew, affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where it can safely discharge without risk of being detained by strike or lock-out. Such orders shall be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge.

On delivery of the cargo at such port, all conditions of this Charter Party and of the Cargo Receipt shall apply and the Vessel shall receive the same freight as if it had discharged at the original port of destination, except that 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.

- (c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strike or lock-out preventing or affecting the actual loading or discharging of the cargo.

**34. BIMCO Ice Clause for Voyage Charter Parties**

The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow ice-breakers.

- (a) Port of Loading

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(i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.

(ii) If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the contract were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.

(iii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.\*

(b) Port of Discharge

(i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.

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

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

(iii) On delivery of the cargo other than at the port(s) named in the contract, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.

\* Note: In trades where the terms and conditions of the charter party are not incorporated into the bill(s) of lading, such bill(s) must contain an express statement permitting the Vessel to complete with cargo at alternative port(s), whether or not on the customary route for the chartered voyage.

**35. War Risks (VOYWAR 2013)**

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

(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "War Risks" shall include any actual, threatened or reported:

War, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"); acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against



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vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.

- (b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, cargo, crew, or other persons on board the Vessel may be exposed to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (c) The Owners shall not be required to continue to load cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing contracts of carriage for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.
- (d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (e) (i) The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefor shall be for their account.
- (ii) If, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall further reimburse the Owners for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Owners shall leave the area or areas as soon as possible after completion of discharge.
- (iii) All payments arising under this Subclause (e) shall be settled within 15 days of receipt of Owners' supported invoices.

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- (f) The Vessel shall have liberty:
- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other 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 of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
  - (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
  - (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
  - (iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;
  - (v) to call at any alternative 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, detention or similar measures;
  - (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.
- (g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of Subclauses (b) to (f) which are made under any bills of lading, waybills or other documents evidencing contracts of carriage.
- (h) When acting in accordance with any of the provisions of Subclauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.

**36. War Risk Premium**

War Risk premium for the Vessel and/or crew shall be paid by the Owners.

Any increase or decrease in the premium after the date of fixture shall be for the Charterers' account or benefit, whichever the case may be. In any case, the increase shall not be any more, or the decrease any less, than that obtainable at the relevant time on the London market.

**37. Agency**

Agents nominated by the Charterers shall be appointed by the Owners for the Owners' account and shall be paid the customary fee.

**38. Brokerage**

Brokerage commission on the freight, deadfreight and demurrage is payable by the Owners at the rate and to the party or parties stated in Box 20.

**39. Force Majeure**

Except as otherwise provided in this Charter Party, neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent the party invoking force majeure is

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prevented or hindered from performing any or all of their obligations under this Charter Party, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:

- (a) acts of God;
- (b) any government requisition, control, intervention, requirement or interference;
- (c) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
- (d) riots, civil commotion, blockades or embargoes;
- (e) epidemics;
- (f) earthquakes, landslides, floods or other extraordinary weather conditions;
- (g) strikes, lockouts or other industrial action, unless limited to the employees of the party seeking to invoke force majeure;
- (h) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure; or
- (i) any other similar cause beyond the reasonable control of either party.

The party seeking to invoke force majeure shall notify the other party in writing within 2 working days of the occurrence of any such event/condition.

**40. Carriage of Unlawful Substances or Merchandise**

- (a) The Owners warrant that they will exercise due diligence in preventing unmanifested narcotic drugs, similar substances or unlawful merchandise to be loaded or concealed on board the Vessel.
- (b) Non-compliance with the provisions of Subclause 40(a) above shall amount to breach of warranty for the consequences of which the Owners shall be liable for all time lost and all expenses incurred and shall keep the Charterers indemnified against all claims whatsoever which may arise and be made against them as a consequence thereof.
- (c) The Owners shall also be liable for all time lost and all expenses incurred in the event unmanifested narcotic drugs, similar substances or unlawful merchandise are found in the possession, or among the effects, of the Vessel's personnel.
- (d) If at any time before the Vessel is loaded, the Vessel is detained as a result of unmanifested narcotic drugs, similar substances or unlawful merchandise being detected on board the Vessel, the Charterers, if such detention lasts for more than 72 running hours, shall have the right to cancel this Charter Party provided such right is exercised latest 24 hours after the expiry of the 72 running hours. The Charterers' right to cancel this Charter Party in accordance with this Subclause 40(d) shall not affect their right to claim damages.

**41. Title to Cargo Clause**

It is mutually accepted and agreed that this Charter Party is made between the Vessel's Owners as stated in Box 4 and the United Nations World Food Programme as Charterers and that the Charterers have full rights to claim and receive substantial and not merely nominal damages for any damage to and/or loss of cargo carried under this Charter Party and/or under any non-negotiable Cargo Receipt(s) issued under this Charter Party and/or any claim arising out of this Charter Party and/or any non-negotiable Cargo Receipt(s) issued under this Charter Party.

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**42. Fumigation Clause**

The Charterers shall have the right to fumigate the cargo on board at any time after completion of loading or prior to or during discharging at their time, risk and expense and shall pay the cost of crew accommodation ashore if required by local authorities. If, despite the cargo having been fumigated at the loading port and clean non-negotiable Cargo Receipts have been issued, the cargo and/or the Vessel is found to be infested at the discharging port(s), any further fumigation shall be arranged by the Owners at their time and cost.

**43. Law and Arbitration**

Any dispute arising out of or in connection with this Charter Party shall be referred to arbitration in London in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as in force at the time of the conclusion of the Charter Party. The arbitrators shall be Full Members of the London Maritime Arbitrators Association (LMAA). Each Party shall appoint one arbitrator and the two arbitrators thus appointed shall choose the third arbitrator who will act as presiding arbitrator of the arbitral tribunal.

If within 30 days after the receipt of a Party's notification of the appointment of an arbitrator the other Party has not notified the first Party of the arbitrator that it has appointed, the first Party may request the President of the LMAA to act as appointing authority and to appoint the second arbitrator. If within 30 days after the appointment of the second arbitrator the two arbitrators have not agreed on the choice of the presiding arbitrator, the presiding arbitrator shall be appointed by the President of the LMAA acting as appointing authority.

In cases where neither the claim or any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree), the matter shall be determined by a sole arbitrator. If within 30 days after receipt by one Party of a proposal made by the other Party for the appointment of a sole arbitrator the Parties have not reached agreement thereon, a sole arbitrator shall, at the request of a Party, be appointed by the President of the LMAA. The arbitration shall be conducted on the basis of documents alone without oral hearings in such manner as the arbitrator considers appropriate.

In interpreting the rights and obligations of the Parties under this Charter Party, the arbitral tribunal shall be guided by the substantive laws of England but without giving effect to any procedural laws or to conflict of laws principles. The Parties agree to be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such dispute and hereby waive their right to any form of recourse against an award to any court or other competent authority.

Nothing in or relating to this Charter Party shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations World Food Programme under international or national law, including, but not limited to, immunity from any form of legal process and from measures of execution.

**44. Severance**

If by reason of any enactment or judgment any provision of this Charter Party shall be deemed or held to be illegal, void or unenforceable in whole or in part, all other provisions of this Charter Party shall be unaffected thereby and shall remain in full force and effect.