



BIMCO

CEMENTVOY 2006
VOYAGECHARTER PARTY FOR THE
TRANSPORTATION OF BULK CEMENT
PART I

1. Shipbroker		2. Place and date of Contract	
3. Owners/Place of Business (full name, postal address and contact details) (Preamble)		4. Charterers/Place of Business (full name, postal address and contact details) (Preamble and Cl. 11)	
VESSEL AND CARGO			
5. Vessel's name (Preamble)		6. Vessel type (state either Conventional Bulk Carrier (Annex A) or Specialised Cement Carrier (Annex B))	
7. Cargo (description of cargo and quantity; also state margin in Owners' favour) (Preamble)		8. Loading port or place (Preamble)	9. Discharging port or place (Preamble)
LOADING PROVISIONS			
10. Laydays date (Cl. 2)		11. Cancelling date (Cl. 3)	
12. Advance notices (loading) (state number of days prior ETA) (Cl. 4(a))		13. Cargo Intake/Stowage Plan Declaration (state number of days prior arrival) (Cl. 4(d))	
14. Notice of Readiness (loading) (state 5(a) or 5(b)) (Cl. 5)	15. Office hours (loading) (state office hours if different from Cl. 5(b))	16. Demurrage rate (loading) (Cl. 16(a))	17. Despatch money (loading) (Cl. 16(a)) (state "yes" or "no" as applicable)
18. Method of Loading (Cl. 1 and Cl. 8) (i) Method (state 8(a), 8(b)(i), 8(b)(ii), 8(b)(iii), 8(c)(i) or 8(c)(ii)) (ii) If 8(b)(ii) or (iii) agreed, also state number of centre line holes and diameter (in mm) (iii) If 8(c)(ii) agreed, also state maximum number of crane hours per day		19. Loading rate (Cl. 8, 9 and 41) (i) state 9(a) or 9(b) (ii) state rate (metric tons)	
DISCHARGING PROVISIONS			
20. Advance notices (discharging) (Cl. 11)			
21. Notice of Readiness (Cl. 12) (discharging) (state 12(a) or 12(b))	22. Office hours (discharging) (Cl. 12) (state office hours if different from Cl. 12)	23. Demurrage rate (discharging) (Cl. 16(b))	24. Despatch money (discharging) (Cl. 16(b)) (state "yes" or "no" as applicable)
25. Method of Discharging (Cl. 14) (i) Method (state 14(a), 14(b)(i) or 14(b)(ii)) (ii) If 14(b)(ii) agreed, also state maximum crane hours per day		26. Discharging rate/take away rate (Cl. 13, 14, 41, 44 and 45) (i) state 13(a) or 13(b) (ii) state rate (metric tons)	
FREIGHT PROVISIONS			
27. Freight rate (Cl. 25)		28. Freight payment (Cl. 25) (i) state currency (ii) state method of payment (iii) state beneficiary, bank account and payment instructions	
29. Taxes on freight (state by whom payable) (Cl. 26)			
GENERAL PROVISIONS			
30. General average (state place) (Cl. 32(c))		31. Agency (Cl. 11 and Cl. 36) (i) state name and full contact details of agents at port(s) of loading	

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32. Brokerage commission and to whom payable (Cl. 38)	(ii) state name and full contact details of agents at port(s) of discharging
33. Dispute Resolution (state 39(a), 39(b) or 39(c); If 39(c) place of arbitration <u>must</u> be stated) (Cl. 39) London	
34. Additional clauses, if any agreed	

It is mutually agreed that this Charter Party shall be performed subject to the conditions contained in the Charter Party consisting of PART I including additional clauses, if any agreed and stated in Box 34 and PART II, and PART III if applicable, as well as Annexes "A" (Conventional Bulk Carriers), "B" (Specialised Cement Carriers) and "C" (Terminals). In the event of a conflict of conditions, the provisions of PART I and any additional clauses as well as Annexes "A", "B" and "C" shall prevail over those of PART II, and PART III if applicable, to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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**ANNEX "A" (CONVENTIONAL BULK CARRIERS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

Managers (if other than the party mentioned in Part 1, Box 3) (State full name, place of business, postal and cable address, telex and telefax numbers)					Date:
Vessel name					
Flag/Built/Year/Class by					
Disponent owner					
Vessel type					
Call sign/Telex no./Official no.					
LOA / Beam (M)					
Load line zones	Draft (M)	DWT (MT)	TPC	FWA (MM)	
	Tropical				
	Summer				
	Winter				
Lightship					
Tonnage	Int'l	Suez	Panama		
	GT				
	NT				
Capacity	Grain (CFT)	Grain (CBM)	Bale (CFT)	Bale (CBM)	
	Total Hold				
	1.				
	2.				
	3.				
	4.				
	5.				
Max draft on after loading					
Max draft on arrival 1st discharge port					
Number of hatch/holds	1.				
Hatch length X hatch breadth / Stanchion height	2.				
(Permanent &/or collapsible (M))	3.				
	4.				
	5.				
Tank top dimension (M)	Breadth (FWD)	Breadth (AFT)	Length		
	1.				
	2.				
	3.				
	4.				
	5.				
Number/Size/Location of existing cement holes					
Strengthened for heavy cargoes?					
Hatch cover type					
Hatch cover require/not require use of vsls' cranes					
Distance from water line to hatch coaming (M)	Midship				
	Light condition				
	Light ballast				
	Heavy ballast				
	Laden (summer draft)				
Air draft					
Gears					
Number of cranes					
Crane capacity					
Number of grabs					
State grab type (Electro/Hydraulic/Mechanical)					
Grab capacity (Cubic Meter)					
Approximate MT cement/clinker capacity of each grab					
Safe working load (MT)					
Maximum outreach from shipside					
Speed/Consumption					
	At sea (Laden)				
	In port idle				
	In port working				
Bunker capacity (85%)	IFO		MDO		
Ballast / FW capacity					
Daily FW production					

**ANNEX "A" (CONVENTIONAL BULK CARRIERS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

Strength (MT/M2)	Hold	Hatch cover	Tank top	Deck
		1. 2. 3. 4. 5.		
Last drydock				
Ship's constant (EXCL. FW)				
Distance from keel To top of mast ... To top of hatch coaming		
Max distance from vsls' side to inside hatch coamings				
Max distance from top of hatch coamings to bottom of the hold (Meters)				
Max distance from forward end of number one hatch to rear end of art-hatch (Meters)				
Max height of hatch covers when open in vertical position (Meters above deck level)				
Number of fixed stanchions on deck	In the holds			
Fitted with Australian ladders?				
Stringers in the holds?				
Hold ventilation				
CO2-fitted / AWWF ladder equipped?				
USCG COFR No. / Expiry date				
P&I club / Hull & machinery				

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**ANNEX "B" (SPECIALISED CEMENT CARRIERS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

Managers (if other than the party mentioned in Part 1, Box 3) (State full name, place of business, postal and cable address, telex and telefax numbers)					Date:
Vessel name					
Flag/Built/Year/Class by					
Disponent owner					
Vessel type					
Call sign/Telex no./Official no.					
LOA / Beam (M)					
Load line zones	Draft (M)	DWT (MT)	TPC	FWA (MM)	
	Tropical				
	Summer				
	Winter				
Lightship					
Tonnage	GT	Int'l	Suez	Panama	
	NT				
Capacity	Grain (CFT)	Grain (CBM)	Bale (CFT)	Bale (CBM)	
	Total Hold				
	1.				
	2.				
	3.				
	4.				
	5.				
Max draft on after loading					
Max draft on arrival 1st discharge port					
Number of hatch/holds	1.				
Hatch length X hatch breadth /	2.				
Stanchion height	3.				
(Permanent &/or collapsible (M))	4.				
	5.				
Number/Size/Location of existing cement holes					
Distance from water line to hatch coaming (M)	Midship				
	Light condition				
	Light ballast				
	Heavy ballast				
	Laden (summer draft)				
Air draft					
Gears					
Number of cranes					
Crane capacity					
Number of grabs					
Speed/Consumption					
	At sea (Laden)				
	In port idle				
	In port working				
Bunker capacity (85%)	IFO		MDO		
Ballast / FW capacity					
Daily FW production					
Last drydock					
Ship's constant (EXCL. FW)					
Distance from keel To top of mast				
	... To top of hatch coaming				
Hold ventilation					
CO2-fitted / AWWF ladder equipped?					
USCG COFR No. / Expiry date					
P&I club / Hull & machinery					
VESSEL'S CARGO RECEIVING AND DISCHARGING ARRANGEMENTS					
Receiving by gravity					
No. of Loading point					
Distance of loading point					
a) Above the water level in ballast condition					m
b) from the side of the vessel					m
c) from bow					m
d) from stern					m
Inner diameter					mm
Outer diameter					mm
Max. receiving rate					Mt/hour
Receiving by pneumatic means or trucks					

**ANNEX "B" (SPECIALISED CEMENT CARRIERS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

No. of connections above each hold	Hold no. 1	Hold no. 2	Hold no. 3	Hold no. 4
Type of connections (flange, coupling, etc.)				
Description (flange outer diameter, inner diameter, pin diameter, no. of pins, pitch, number of bolts, diameter of bolts).				
Inner diameter of loading holes	mm			
Distance from waterline to loading point	m			
Max load receiving	Mt/hour			
Mechanical discharge				
Discharge arm:				
Type of arm	(fixed or turning)			
Discharge arm located on	(port side/starboard side)			
Height from waterline to the bottom of discharge below :				
a) in ballast condition	m			
b) in fully loaded condition	m			
Outreach of the discharge arm from ship's side	m			
Location of the discharge arm:				
a) from bow	m			
b) from stern	m			
Below description (flange inner diameter, outer diameter pitch, number of bolts, diameter of bolts).				
Max discharge rate mt/hour	mt/hour			
Pneumatic discharge				
No. of discharge lines				
No. of discharge pumps				
Discharge hose:				
Flange connection: (inner diameter, outer diameter, pitch, number of bolts, diameter of bolts).				
Number of reducers and sizes (specification of flanges on both ends, inner diameter, outer diameter, pitch, number of bolts, diameter of bolts).				
Discharge connections are located on	(port side/starboard side)			
Max discharge rate	mt/hour			
Estimated discharge rate per pipe to share silos at a distance of 200 meters horizontal and 35m vertical including bends of 90 degrees and free from any Back-pressure and via clean unblocked shoreline(s).				
Cargo compressors				
No. of main cargo compressors				
Capacity	m3/min			
Power	ps			
Discharge pressure				
No. of portable cargo compressors				
Capacity	m3/min			
Power	ps			
Discharge pressure	kg/cm2			
Hose handling crane				
No. and position of cranes				
Outreach from ship's side	m (Starboard and portside)			
Cradle for hose handling Capacity	mf			

**ANNEX "C" (TERMINALS) TO
THE BIMCO STANDARD VOYAGE CHARTER PARTY FOR THE TRANSPORTATION OF BULK CEMENT
CODE NAME – CEMENTVOY 2006**

Loading Terminal	
Type of mechanical loading (rotating or up/down fixed-installation)	
Spout outreach from quay side/fender	Metres
Spout elevation above waterline	Metres
Receiving Terminal	
Number of discharge lines	
Diameter of discharge lines	Metres
Horizontal distance from manifold to top of silos	Metres
Vertical distance from manifold to top of silos	Metres
Number of bends	
Type of bends (long radius; T-elbows; barrel elbows; 3 diameter elbows; 5 diameter elbows; 7 diameter elbows)	
Number of flexible hoses	
Total length of flexible hoses	Metres
Distance from shore manifold to ship's side	Metres
Size of shore manifolds:	
inner diameter	
outer diameter	
pitch	
number of bolts	
diameter of bolts	
Reducers (specification of flanges on both ends):	
inner diameter	
outer diameter	
pitch	
number of bolts	
diameter of bolts	
Total capacity of filters	Cbm/min

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PART II
Conventional Bulk Carriers

Preamble

It is agreed between the party mentioned in [Box 3](#) as Owners of the Vessel named in [Box 5](#) (hereinafter referred to as "the Owners") and the party mentioned in [Box 4](#) as Charterers (hereinafter referred to as "the Charterers") that:
The Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port or place stated in [Box 8](#) or so near thereto as she may safely get and there load alongside the berth as nominated or allocated by the Charterers, where she can lie always safely afloat, a full and complete cargo as described in [Box 7](#) which the Charterers bind themselves to ship, and being so loaded the Vessel shall with all reasonable despatch proceed to the discharging port or place stated in [Box 9](#) as ordered on signing Bills of Lading or so near thereto as she may safely get, and there deliver the cargo alongside the berth as nominated or allocated by the Charterers, where she can lie always safely afloat.

(b) Should 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 probable date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. The Charterers' option shall be declared within 2 working days of receipt of such notice. If the Charterers do not then exercise their option of cancelling, the second day after the new date of readiness indicated in the Owners' notice shall be regarded as the new cancelling date.

VESSEL

1. Vessel

- (a) The Owners shall exercise due diligence:
 - (i) before and at the beginning of the loaded voyage to make the Vessel seaworthy and in every way fit for the voyage and in the trade for which the Vessel is employed;
 - (ii) throughout the currency of this Charter Party to ensure that the Vessel and her Master and crew comply with all safety, health and other applicable laws and regulations of the Vessel's Flag State and of the places where she trades necessary to secure the safe and unhindered loading of the cargo, performance of the voyage and discharging of the cargo.
- (b) The Vessel shall be:
 - (i) classed as stated in Appendix A or B and the Owners warrant that this class shall be maintained throughout the currency of this Charter Party;
 - (ii) fully insured in respect of loss of or damage to the cargo by a Protection and Indemnity Club or liability underwriter as stated in Appendix A or B and the Owners shall provide, on request, evidence of such insurance;
 - (iii) insured for Hull and Machinery and basic War Risks purposes.
 - (iv) suitable for loading of the cargo in accordance with [Clause 8](#) (Loading Methods and Costs) or [Clause 43](#) (Loading) and capable of receiving the cargo at the rate (if any) specified in [Box 19](#) and suitable for discharge in accordance with [Clause 14](#) (Discharging Methods and Costs) or [Clause 44](#) (Self-Discharge) at the rate (if any) specified in [Box 26](#);
 - (v) equipped to meet the technical requirements if and as specified in Appendix A or B.

LOADING

4. Advance Notices

The Owners shall give the Charterers and their agents at the loading port (as per [Boxes 4](#) and [31](#) (i) respectively) the following notices and information:
(a) the number of days' notice of Estimated Time of Arrival ("ETA") as per [Box 12](#);
(b) 7 days' notice of ETA together with approximate quantity of cargo required;
(c) 5/3/2/1 days notice of ETA; and
(d) the Master shall declare the quantity of cargo and a stowage plan in accordance with [Clause 7](#) (Utilization of Holds and Hatches) as soon as practically possible but no later than the number of days stated in [Box 13](#) prior to the arrival at the loading port.

5. Notice of Readiness to Load and Counting of Laytime

Notice of readiness shall not be tendered until the Vessel is alongside the berth and in all respects ready to load. However, should the berth be occupied or should the Charterers or shippers prevent the Vessel from proceeding to the berth after her arrival at or off the port, notice of readiness may be tendered on arrival at or off the port, whether in berth or not, whether in port or not, whether in Free Pratique or not, and whether in Customs Clearance or not. Actual time lost in obtaining Free Pratique or Customs Clearance shall not count as laytime.

(a) *Notice of readiness may be tendered at any time of the day, night, unless otherwise agreed and stated in [Box 14](#), Sundays (or local equivalent) and holidays included ("SHINC").

(b) *Notice of readiness may be tendered between 07.00 - 18.00 hours unless otherwise agreed and stated in [Box 15](#), Sundays (or local equivalent) and holidays excluded ("SHEX").

Laytime shall commence 6 hours after such notice has been tendered.

Time used in shifting from waiting place to the loading berth shall not count as laytime. Time used before commencement of laytime shall count as half time.

Laytime shall not count when the loading of cargo into the Vessel under this Charter Party is prevented by adverse weather conditions.

* Note: (a) and (b) are alternatives; indicate alternative agreed in [Box 14](#). If no alternative is stated in [Box 14](#) then sub-clause (a) shall apply.

6. Cleanliness of Vessel

At loading port before tendering notice of readiness, the Owners and the Master shall ensure that the Vessel's holds are clean and dry and in all respects suitable to receive the cargo.

If, after tendering notice of readiness, the Vessel is

LAYDAYS DATE/CANCELLING DATE, etc.

2. Laydays Date etc.

Laydays shall not commence before the date stated in [Box 10](#). However, notice of readiness may be tendered before that date and notice time shall run forthwith.

3. Cancelling Date

(a) Should the Vessel not have tendered notice of readiness to load in accordance with [Clause 5](#) (Notice of Readiness to Load and Counting of Laytime), by the cancelling date agreed in [Box 11](#), the Charterers shall have the option of cancelling this Charter Party.

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Conventional Bulk Carriers

nevertheless found by the Charterers' Surveyor not to be clean and dry, the time from the Vessel being found not to be clean and dry until she is in fact clean and dry shall not count as laytime or, if the Vessel is already on demurrage, as time on demurrage. The Owners shall be responsible for unavoidable standby charges for trucks, railcars, barges and gangs incurred directly due to the resulting delay in loading.	127 128 129 130 131 132 133 134	of the dimension (in mm) stated in Box 18(ii) . All costs, risks and liabilities connected with the cutting, closing, welding or bolting of such holes, which shall be done under the supervision of a surveyor appointed by the Vessel's Classification Society, shall be borne by the Owners and time shall not count during such operations.	194 195 196 197 198 199 200
If, in the Owners' opinion, acceptance of the holds is unreasonably withheld, the parties shall appoint jointly an independent Surveyor whose decision shall be final.	135 136 137 138	(c) By the Vessel's own cranes and grabs operated by:	201
(a) If the independent Surveyor considers that the holds are insufficiently clean and dry to receive the cargo, then they shall be further cleaned and dried at the Owners' expense and laytime shall cease to count from the time she is rejected by the Charterers' Surveyor until she is accepted by the independent Surveyor whose fees and expenses shall be paid by the Owners.	139 140 141 142 143 144 145	(i) *Charterers' crane operators - The cargo shall be loaded into the Vessel's holds free of risk, liability and expense to the Owners by the Vessel's cranes and grabs, which shall be provided free of expense to the Charterers, at the rate as stated in Box 19(ii) . In case of time lost due to breakdown or deficiency of the Vessel's gear or any other causes under the control of the Owners, the time so lost – pro rata the total number of cranes/grabs required at that time for the loading of cargo under this Charter Party - shall be added to the laytime allowed for loading.	202 203 204 205 206 207 208 209 210 211 212 213
(b) If the independent Surveyor considers that the holds are sufficiently clean and dry to receive the cargo, his fees and expenses shall be borne by the Charterers and time to count as laytime.	146 147 148 149	(ii) *Owners' crane operators - The cargo shall be loaded into the Vessel's holds, at the Owners' risk, liability and expense, by the Vessel's cranes and grabs. The Owners shall provide the necessary crane operators for the loading of the Vessel for every shift required by the Charterers, subject to the maximum of crane hours per day as stated in Box 18(iii) . The Charterers shall provide cargo to the Vessel's equipment at a rate equivalent to the loading rate stated in Box 19(ii) on the basis of which laytime allowed shall be calculated. However, if the Vessel is unable to achieve the loading rate stated in Box 19(ii) due to any reason under the Owners' control, such time lost shall not count as laytime or time on demurrage.	214 215 216 217 218 219 220 221 222 223 224 225 226 227 228
7. Utilization of Holds and Hatches	150	<i>* Note: (a), (b)(i), (b)(ii), (b)(iii), (c)(i), and (c)(ii) are alternatives; indicate alternative agreed in Box 18(i). If no alternative is stated in Box 18(i) then Clause 8(a) shall apply.</i>	229 230 231 232
If requested by the Charterers, the Owners shall distribute the cargo in the Vessel's holds utilizing the smallest possible number of holds but always subject to the Master's approval and only to the extent of the Vessel's trim and seaworthiness and the declared cargo quantity.	151 152 153 154 155 156	9. Rate of Loading	233
8. Loading Methods and Costs	157	(a) *The cargo shall be loaded at the rate (in metric tons) as stated in Box 19(ii) per day of 24 consecutive hours, SHINC.	234 235 236
The Charterers shall ensure that when they load and spout-trim the Vessel, it shall be done in accordance with the Master's instructions. The Vessel shall be loaded using the method stated in Box 18 and further described below:	158 159 160 161 162	(b) *The cargo shall be loaded at the rate (in metric tons) as stated in Box 19(ii) per day of 24 consecutive hours, SHEX, unless used, in which event half time used shall count.	237 238 239 240
(a) *By Shore Equipment through open hatches.	163	<i>* Note: (a) and (b) are alternatives: Indicate alternative agreed in Box 19(i). If no alternative is stated in Box 19(i) then Sub-clause (a) shall apply.</i>	241 242 243
– The Charterers shall load through open hatches and shall have the liberty of demanding that such hatches be opened only sufficiently to allow entry of the loading spout, but only to the extent made possible by the design of hatches. If the Charterers consider it necessary they shall provide tarpaulins or covers to be laid to cover the remainder of the opening, free of expense to the Owners and affixed in the Charterers' time.	164 165 166 167 168 169 170 171 172	10. Risk, Liability and Expense of Loading and Trimming	244 245
(b) By Shore Equipment through holes in hatch covers.	173	Unless otherwise stated in Clause 8 (Loading Methods and Costs), the cargo shall be loaded in accordance with applicable environmental regulations and spout-trimmed into the Vessel's holds, free of risk, liability and expense to the Owners.	246 247 248 249 250
(i) *Using existing holes - The Charterers shall make use of existing holes in each hatch cover for the introduction of loading equipment and for the escape of trapped air. The Owners warrant that the hatch cover of each hold into which cargo is to be loaded is fitted with the number and dimension (in mm) of holes as stated in Appendix A.	174 175 176 177 178 179 180 181	11. Advance Notices	251
(ii) *Charterers cutting new holes - The Charterers shall cut the necessary number of holes in each hatch cover of the dimension (in mm) stated in Box 18(ii) .	182 183 184 185	On sailing from the loading port the Owners/Master shall give the Charterers and the agents at the discharging port (as per Boxes 4 and 31(ii) respectively) the following information:	252 253 254 255
All costs, risks and liabilities connected with the cutting, closing, welding or bolting of such holes, which shall be done under the supervision of a surveyor appointed by the Vessel's Classification Society, shall be borne by the Charterers and time shall count during such operations.	186 187 188 189 190 191	(a) the date of departure;	256
(iii) *Owners cutting new holes – The Owners shall cut the necessary number of holes in each hatch cover	192 193	(b) the bill of lading quantity;	257

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(c) the number of holds utilized; and	258	time for the discharging of cargo under this Charter Party - shall be added to the laytime allowed for discharging.	324
(d) the Vessel's ETA at the discharging port.	259		325
Thereafter the Owners/Master shall give the Charterers and discharging port agents the notices of ETA as per Box 20 .	260 261 262		326
12. Notice of Readiness to Discharge and Counting of Laytime	263	(ii) * <i>Owners' crane operators</i> - The cargo shall be discharged from the Vessel's holds at the Owners' risk, liability and expense by the Vessel's cranes and grabs. It is understood that the Owners shall provide the necessary crane operators for the discharging of the Vessel for every shift required by the Charterers, subject to the maximum of crane hours per day as stated in Box 25(ii) . The Charterers shall receive the cargo from the Vessel's equipment at the take-away rate stated in Box 26(ii) on the basis of which laytime allowed shall be calculated. However, if the Vessel is unable to achieve a discharging rate equivalent to the take-away rate stated in Box 26(ii) due to any reason under the Owners' control, such time lost shall not count as laytime or time on demurrage.	327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342
Notice of readiness shall not be tendered until the Vessel is alongside the berth and in all respects ready to discharge. However, should the berth be occupied or should the Charterers or receivers prevent the Vessel from proceeding to the berth after her arrival at or off the port, notice of readiness may be tendered on arrival at or off the port, whether in berth or not, whether in port or not, whether in Free Pratique or not, and whether Customs cleared or not.	264 265 266 267 268 269 270 271 272 273		343
(a) *Notice of readiness may be tendered at any time of the day, night, unless otherwise agreed and stated in Box 21 , SHINC.	274	* <i>Note: (a), (b)(i) and (b)(ii) are alternatives; indicate alternative agreed in Box 25(i). If no alternative is stated in Box 25(i) then Clause 14(a) shall apply.</i>	344 345
(b) *Notice of readiness may be tendered between 07.00 - 18.00 hours SHEX unless otherwise stated in Box 22 .	275 276 277 278 279		
Laytime shall commence 6 hours after such notice has been tendered.	280	15. Cleaning after Discharging	346
Time used in shifting from the waiting place to the discharging berth shall not count as laytime. Time used before commencement of laytime shall count as half time.	281 282 283 284 285	After the Charterers' shore discharging equipment or the Vessel's grabs have removed as much cargo as possible, to facilitate the discharging of the remaining cargo residues, the Charterers shall supply free of risk, liability and expense to the Owners, suitable trimming equipment, including bulldozers, and labour. The discharging will be considered completed and laytime shall cease when the Vessel has been shovel cleaned and all the Charterers' equipment has been returned to the shore.	347 348 349 350 351 352 353 354 355 356
Actual time lost in obtaining Free Pratique or Customs Clearance shall not count as laytime.	286		
Laytime shall not count when the discharging of cargo from the Vessel is prevented by adverse weather conditions.	287 288 289 290		
* <i>Note: (a) and (b) are alternatives; indicate alternative agreed in Box 21. If no alternative is stated in Box 21 then Sub-clause (a) shall apply.</i>	291 292 293		
13. Rate of Discharging	294	LOADING AND DISCHARGING	
(a) *The cargo shall be discharged at the rate (in metric tons) as stated in Box 26(ii) per day of 24 consecutive hours SHINC.	295 296 297	16. Demurrage and Despatch Money	357
(b) *The cargo shall be discharged at the rate (in metric tons) as stated in Box 26(ii) per days of 24 consecutive hours SHEX, unless used, in which event half time used shall count.	298 299 300 301	(a) Loading	358
* <i>Note: (a) and (b) are alternatives; indicate alternative agreed in Box 26(i). If no alternative is stated in Box 26(i) then Sub-clause (a) shall apply.</i>	302 303 304	Demurrage shall be paid by the Charterers at the rate stated in Box 16 per day or pro rata for any part of a day the Vessel is detained beyond the laytime allowed for loading.	359 360 361 362
14. Discharging Methods and Costs	305	If the Vessel has been on demurrage for 15 days or more and no cargo has been loaded, the Owners shall have the option of cancelling this Charter Party. If the Owners exercise such option the Charterers shall pay the Owners the demurrage accrued before cancellation and no other claim against the Charterers shall be prejudiced thereby.	363 364 365 366 367 368 369
The Charterers shall ensure that when they discharge the Vessel, it shall be done in accordance with the Master's instructions.	306 307 308	* Despatch Money (if agreed in Box 17) shall be paid by the Owners at half the demurrage rate for all laytime saved.	370 371 372
(a) *By shore equipment- The cargo shall be discharged from the Vessel's holds free of risk, liability and expense to the Vessel at the rate (in metric tons) as stated in Box 26(ii) .	309 310 311 312	(b) Discharging	373
(b) By the Vessel's own cranes and grabs operated by:	313 314	Demurrage shall be paid by the Charterers at the rate stated in Box 23 per day or pro rata for any part of a day the Vessel is detained beyond the laytime allowed for discharging.	374 375 376 377
(i) *Charterers' crane operators - The cargo shall be discharged and taken away from the Vessel's holds free of risk, liability and expense to the Vessel by the Vessel's cranes and grabs which shall be provided free of expense to the Charterers. In case of time lost due to breakdown or deficiency of the Vessel's gear or any other causes under the control of the Owners, the time so lost - pro rata the total number of cranes/grabs required at that	315 316 317 318 319 320 321 322 323	* Despatch Money (if agreed in Box 24) shall be paid by the Owners at half the demurrage rate for all laytime saved.	378 379 380
		(c) Payment	381
		Demurrage shall be due from the Charterers day by day and shall be paid promptly on receipt of the Owners' invoice.	382 383 384
		Should the Charterers dispute any part of the demurrage claim they shall present promptly their reasons therefor. The disputed part of the demurrage, if any, shall be discussed and settled soonest thereafter.	385 386 387 388

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Despatch Money shall be paid promptly on receipt of the Charterers' invoice.	389	to obtain the Stevedores' written acknowledgment of the damage caused.	452
(d) Time Bar	391	(b) Stevedore damage affecting seaworthiness or the proper working of the Vessel and/or her equipment shall be repaired without delay before the Vessel sails from the port where such damage was caused and shall be paid for by the Charterers. Other repairs shall be done before the completion of the voyage where practicable, or otherwise at a place mutually agreed between the parties. All costs of such repairs shall also be for the Charterers' account and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.	453
Demurrage and despatch claims, if any, shall be presented not later than 90 days after completion of discharge with available supporting documents. Any claim received later than 90 days after completion shall be considered null and void by both parties.	392	<i>* Note: If option 8(c)(ii) and/or 14(b)(ii) have been selected then this Clause shall not apply to the loading and/or discharging operation as the case may be.</i>	454
<i>* Note: Optional, only applicable if agreed and stated in Box 17 and/or Box 24.</i>	393		455
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17. Warping	399	24. Owners' Liability for Damage	468
To facilitate the loading or discharging operation, the Vessel shall be moved alongside the loading/discharging berth as reasonably required at Owners' risk and expense, but time so used shall count as laytime. Linesmen for warping shall always be for the Charterers' account if compulsory according to local regulations.	400	Save to the extent otherwise in this Charter Party expressly provided, the Owners shall be responsible for damage (beyond ordinary wear and tear) caused by the Vessel or her equipment whilst operated by the Vessel's crew to the loading or discharging berth(s) or to barges, if any, used for cargo operations, as well as damage caused to the Charterers' loading/discharging appliances, provided always that written notice of such damage is given to the Master at the time of occurrence. Time lost as a result of such damage shall not count as laytime but only to the extent that cargo operations are prevented or delayed thereby.	469
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18. Vacating Berth	406	GENERAL	
Subject to weather and navigation conditions and Port Authorities' instructions, the Vessel shall make the best endeavours to leave the loading/discharging berth as soon as reasonably possible after the loading/discharging operation has been completed.	407		
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19. Draft Survey	412	25. Freight Payment	481
The weight of cargo taken on board shall be determined for bill of lading purposes by draft survey at the loading port.	413	Freight, and deadfreight if any, shall be paid at the rate per metric ton specified in Box 27 and calculated on the Bill of Lading quantity of cargo subject to the provisions of Clause 19 (Draft Survey). Freight, and deadfreight if any, shall be deemed earned on shipment and shall be payable by the Charterers within 3 banking days of signing and release of Bills of Lading, and shall be paid as specified in Box 28 , without discount, Vessel and/or cargo lost from any cause whatsoever or not lost.	482
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20. Opening and Closing of Hatches	416	26. Dues, Taxes and Charges	492
The Vessel's hatches shall be opened and closed by the crew in accordance with the Charterers' request, at the Owners' expense unless local regulations prohibit the crew from doing such work, in which case the Charterers shall employ shore labour at their expense.	417	(a) On the Vessel - The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.	493
	418	(b) On the cargo - The Charterers 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.	494
	419	(c) On the freight - Taxes levied on the freight shall be paid by the Owners or the Charterers as agreed in Box 29 .	495
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21. Ballasting, etc.	422	27. Bill of Lading	504
At the loading/discharging berth the Master shall not take on board or pump out ballast or switch oil from tank to tank, affect trim and/or draft without advising the Charterers. The Master shall co-operate at all times with the Charterers' reasonable requests regarding ballasting and/or trimming.	423	Bills of Lading shall be presented and signed by the Master as per the CEMENTVOYBILL 2006 Bill of Lading form, always in accordance with Mate's Receipts and without prejudice to this Charter Party, or by the Agents provided written authority has been given by Owners to the Agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading	505
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22. Handling of Equipment on Board	429		
The Vessel's cranes, if any, shall within their Safe Working Load lift on board and ashore the Charterers' equipment including any anti-pollution equipment and including any mechanical shovel/front-end loader free of expense to the Charterers but at the Charterers' risk and in their time. If required by the Charterers and if permitted by Port Authorities and union regulations, the Vessel's crew shall assist in erecting and dismantling any special equipment on board required for the loading or discharging operation, but such equipment shall always be erected, operated, maintained and dismantled at the risk, liability and expense of the Charterers and in their time. Any damage caused to the Vessel or her crew shall be for the Charterers' account.	430		
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23. Stevedore Damage*	445		
(a) The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores at both ends. Such damage, as soon as apparent, shall be notified immediately by the Master to the Charterers or their port agents and to their Stevedores. The Owners/Master shall endeavour	446		
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impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.	515 516 517	port, place, territorial or contiguous waters of any country, state or territory in performance of this charter.	551 552 553
28. Lien	518	(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) whatsoever and howsoever arising which Owners may sustain by reason of any requirement to establish or maintain financial security or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	554 555 556 557 558 559 560 561 562 563 564 565
The Owners shall have a lien on the cargo and all sub-freights payable in respect of the cargo for freight, deadfreight, demurrage, claims for damages, and for all other amounts due under this Charter Party including costs of recovering same.	519 520 521 522 523	(iii) 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 or responsibility in order to enter, remain in or leave any port, place or waters, other than to the extent provided in paragraph (a) hereof.	566 567 568 569 570 571 572 573 574
29. BIMCO Liberty and Deviation Clause for Contracts of Carriage	524	(c) Charterers warrant that the terms of this clause will be incorporated effectively into any bill of lading issued pursuant to this Charter.	575 576 577
(a) 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 term 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.		31. BIMCO U.S. Customs Advance Notification/AMS Clause for Voyage Charter Parties	578 579
(b) If the Charterer requests any deviation for the Charterer's purposes and the Owners consent, such consent to be at the absolute discretion of the Owners, the Charterer shall indemnify the Owners against any and all claims whatsoever brought by the owners of the cargo and/or the holders of Bills of Lading against the Owners by reason of such deviation.		(a) If the Vessel loads or carries cargo destined for the US or passing through US ports in transit, the Owners shall comply with the current US Customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in their own name, time and expense:	580 581 582 583 584 585 586
(c) Prior to giving any such consent the Owners may, at their option, require to be satisfied amongst other things that the Charterer has sufficient and appropriate P&I Club cover and/or if necessary, other additional insurance cover, in respect of such a requested deviation,		(i) Have in place a SCAC (Standard Carrier Alpha Code);	587 588
(d) This Clause shall be incorporated into any sub-charter and any bill of lading issued pursuant hereto.		(ii) Have in place an ICB (International Carrier Bond); and	589 590
Liberty		(iii) Submit a cargo declaration by AMS (Automated Manifest System) to the US Customs.	591 592
The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to call at any port or place for bunkers, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.	525 526 527 528 529	(b) The Charterers shall provide all necessary information to the Owners and/or their agents to enable the Owners to submit a timely and accurate cargo declaration.	593 594 595 596
30. Oil Pollution Charter Party Clause (Non Tankers)	530	The Charterers shall assume liability for and shall indemnify, defend and hold harmless the Owners against any loss and/or damage whatsoever (including consequential loss and/or damage) and/or any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Charterers' failure to comply with any of the provisions of this sub-clause. Should such failure result in any delay then, notwithstanding any provision in this Charter Party to the contrary, all time used or lost shall count as laytime or, if the Vessel is already on demurrage, time on demurrage.	597 598 599 600 601 602 603 604 605 606 607 608
(a) Owners warrant that throughout the currency of this charter they will provide the Vessel with the following certificates:	531 532 533	(c) The Owners shall assume liability for and shall indemnify, defend and hold harmless the Charterers against any loss and/or damage whatsoever (including consequential loss and/or damage) and any expenses, fines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, arising from the Owners' failure to comply with any of the provisions of sub-clause (a). Should such failure result in any delay then, notwithstanding any provision in	609 610 611 612 613 614 615 616 617
Certificates 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 Part 138 of Coast Guard Regulations 33 CFR, from (indicate the earliest date upon which the Owners may be required to deliver the vessel into the charter), so long as these can be obtained by the Owners from or by (identify the applicable scheme or schemes).	534 535 536 537 538 539 540 541 542 543		
(b) Notwithstanding anything whether printed or typed herein to the contrary,	544 545		
(i) save as required for compliance with paragraph (a) hereof, Owners shall not be required to establish or maintain financial security or responsibility in respect of oil or other pollution damage to enable the Vessel lawfully to enter, remain in or leave any	546 547 548 549 550		

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this Charter Party to the contrary, all time used or lost shall not count as laytime or, if the Vessel is already on demurrage, time on demurrage.	618 619 620	London unless otherwise agreed and stated in Box 30 according to the York/Antwerp Rules, 1994.	685 686
(d) The assumption of the role of carrier by the Owners pursuant to this Clause and for the purpose of the US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other contract, law or regulation.	621 622 623 624 625	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 goods, shippers, consignees or owners of the goods 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 the goods. If a salving vessel is owned or operated by the Owners, salvage shall be paid for 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 goods, shippers, consignees or owners of the goods to the Owners before delivery."	687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709
32. Protective Clauses	626	(d) War Risks (Voywar 2004)	710
The following clauses shall apply to all Bills of Lading issued under this Charter Party and to this Charter Party:	627	(i) For the purpose of this Clause, the words:	711
(a) BIMCO General Clause Paramount	628	1. "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	712 713 714 715
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 Contract. When 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.	629 630 631 632 633 634 635 636 637 638 639 640 641	2. "War Risks" shall include any actual, threatened or reported: War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.	716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731
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 Contract 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, compulsorily applicable to shipments, in which case the provisions of such Rules shall apply.	642 643 644 645 646 647 648 649	(ii) 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 Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage 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, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or	732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751
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 Contract.	650 651 652 653		
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.	654 655 656 657		
(b) Both-to-Blame Collision Clause	658		
If the liability for any collision in which the Vessel is involved while performing this Contract falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:	659 660 661 662 663		
"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 her owners in so far as such loss or liability represents the loss of, or damage to, or any claim whatsoever of the owners of the said cargo, paid or payable by the other or non-carrying vessel, or her owners, to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Owners.	664 665 666 667 668 669 670 671 672 673 674 675 676 677		
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."	678 679 680 681 682		
(c) General Average and New Jason Clause	683		
General Average shall be adjusted and settled in	684		

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discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	752 753 754 755		areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.	820 821 822 823 824 825 826 827 828 829 830 831 832
(iii) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. 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.	756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789		(vi) The Vessel shall have liberty:- 1. to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions; 2. to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance; 3. 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; 4. to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier; 5. to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions; 6. 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.	833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871
(iv) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.	790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806		(vii) If in compliance with any of the provisions of sub-clauses (ii) to (vi) 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 Contract of Carriage.	872 873 874 875 876
(v) 1. The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account. 2. If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Contract, the Vessel is within, or is due to enter and remain within, or pass through any area or	807 808 809 810 811 812 813 814 815 816 817 818 819		33. Force Majeure 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 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,	877 878 879 880 881 882 883 884 885 886

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requirement or interference;	887	reason of ice, the Master or Owners shall notify the	954
(c) any circumstances arising out of war, threatened	888	Charterers thereof and request them to nominate	955
act of war or warlike operations, acts of terrorism,	889	a safe and accessible alternative port.	956
sabotage or piracy, or the consequences thereof;	890	If the Charterers fail within 48 running hours,	957
(d) riots, civil commotion, blockades or embargoes;	891	Sundays and holidays included, to make such	958
(e) epidemics;	892	nomination or agree to reckon laytime as if the port	959
(f) earthquakes, landslides, floods or other extraordi-	893	named in the contract were accessible or declare	960
nary weather conditions;	894	that they cancel the Charter Party, the Owners	961
(g) fire, accident, explosion except where caused	895	shall have the option of cancelling the Charter	962
by negligence of the party seeking to invoke force	896	Party. In the event of cancellation by either party,	963
majeure;	897	the Charterers shall compensate the Owners for all	964
(h) any other similar cause beyond the reasonable	898	proven loss of earnings under this Charter Party.	965
control of either party.	899	(ii) If at any loading port the Master considers that	966
The party seeking to invoke force majeure shall notify	900	there is a danger of the Vessel being frozen in, and	967
the other party in writing within 2 working days of the	901	provided that the Master or Owners immediately	968
occurrence of any such event/condition.	902	notify the Charterers thereof, the Vessel may leave	969
34. BIMCO Strike Clause	903	with cargo loaded on board and proceed to the	970
(a) If there is a strike or lock-out affecting or preventing	904	nearest safe and ice free place and there await the	971
the actual loading of the cargo, or any part of it, when	905	Charterers' nomination of a safe and accessible	972
the Vessel is ready to proceed from her last port or at	906	alternative port within 24 running hours, Sundays	973
any time during the voyage to the port or ports of loading	907	and holidays excluded, of the Master's or Owners	974
or after her arrival there, the Master or the Owners may	908	notification. If the Charterers fail to nominate such	975
ask the Charterers to declare, that they agree to reckon	909	alternative port, the Vessel may proceed to any	976
the laydays as if there were no strike or lock-out. Unless	910	port(s), whether or not on the customary route for	977
the Charterers have given such declaration in writing	911	the chartered voyage, to complete with cargo for	978
(by telegram, if necessary) within 24 hours, the Owners	912	the Owners' account.	979
shall have the option of cancelling this Charter Party. If	913	(b) Port of Discharge	980
part cargo has already been loaded, the Owners must	914	(i) If the voyage to the discharging port is impeded	981
proceed with same. (freight payable on loaded quantity	915	by ice, or if on arrival the discharging port is	982
only) having liberty to complete with other cargo on the	916	inaccessible by reason of ice, the Master or	983
way for their own account.	917	Owners shall notify the Charterers thereof. In	984
(b) If there is a strike or lock-out affecting or preventing	918	such case, the Charterers shall have the option	985
the actual discharging of the cargo on or after the	919	of keeping the Vessel waiting until the port is	986
Vessel's arrival at or off port of discharge and same	920	accessible against paying compensation in an	987
has not been settled within 48 hours, the Charterers	921	amount equivalent to the rate of demurrage or	988
shall have the option of keeping the Vessel waiting	922	of ordering the Vessel to a safe and accessible	989
until such strike or lock-out is at an end against paying	923	alternative port.	990
half demurrage after expiration of the time provided	924	If the Charterers fail to make such declaration	991
for discharging until the strike or lock-out terminates	925	within 48 running hours, Sundays and holidays	992
and thereafter full demurrage shall be payable until the	926	included, of the Master or Owners having given	993
completion of discharging, or of ordering the Vessel to	927	notice to the Charterers, the Master may proceed	994
a safe port where she can safely discharge without risk	928	without further notice to the nearest safe and	995
of being detained by strike or lock-out. Such orders to	929	accessible port and there discharge the cargo.	996
be given within 48 hours after the Master or the Owners	930	(ii) If at any discharging port the Master considers that	997
have given notice to the Charterers of the strike or lock-	931	there is a danger of the Vessel being frozen in, and	998
out affecting the discharge. On delivery of the cargo	932	provided that the Master or Owners immediately	999
at such port, all conditions of this Charter Party and	933	notify the Charterers thereof, the Vessel may leave	1000
of the Bill of Lading shall apply and the Vessel shall	934	with cargo remaining on board and proceed to the	1001
receive the same freight as if she had discharged at the	935	nearest safe and ice free place and there await the	1002
original port of destination, except that if the distance	936	Charterers' nomination of a safe and accessible	1003
to the substituted port exceeds 100 nautical miles, the	937	alternative port within 24 running hours, Sundays	1004
freight on the cargo delivered at the substituted port to	938	and holidays excluded, of the Master's or Owners'	1005
be increased in proportion.	939	notification. If the Charterers fail to nominate	1006
(c) Except for the obligations described above, neither	940	such alternative port, the Vessel may proceed to	1007
the Charterers nor the Owners shall be responsible for	941	the nearest safe and accessible port and there	1008
the consequences of any strikes or lockouts preventing	942	discharge the remaining cargo.	1009
or affecting the actual loading or discharging of the	943	(iii) On delivery of the cargo other than at the port(s)	1010
cargo.	944	named in the contract, all conditions of the Bill of	1011
35. BIMCO General Ice Clause for Voyage Charter	945	Lading shall apply and the Vessel shall receive	1012
Parties	946	the same freight as if discharge had been at the	1013
The Vessel shall not be obliged to force ice but, subject	947	original port(s) of destination, except that if the	1014
to the Owners' approval having due regard to its size,	948	distance of the substituted port(s) exceeds 100	1015
construction and class, may follow ice-breakers.	949	nautical miles, the freight on the cargo delivered	1016
(a) Port of Loading	950	at the substituted port(s) shall be increased	1017
(i) If at any time after setting out on the approach	951	proportionately.	1018
voyage the Vessel's passage is impeded by ice,	952	36. Agency	1019
or if on arrival the loading port is inaccessible by	953	At the port(s) of loading the Vessel shall be consigned	1020

PART II
Conventional Bulk Carriers

to the Agents as stated in Box 31 (i) and at the port(s)	1021	of the Owners' managers. All measures required by the	1088
of discharge to the Agents as stated in Box 31 (ii), the	1022	Owners to comply with the Ship Security Plan shall be	1089
Owners always paying the customary fees.	1023	for the Owners' account.	1090
37. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005	1024	(e) If either party makes any payment which is for the	1091
(a) (i) The Owners shall comply with the requirements	1026	other party's account according to this Clause, the other	1092
of the International Code for the Security of Ships	1027	party shall indemnify the paying party.	1093
and of Port Facilities and the relevant amendments	1028	38. Brokerage	1094
to Chapter XI of SOLAS (ISPS Code) relating to the	1029	A brokerage commission at the rate stated in Box 31	1095
Vessel and "the Company" (as defined by the ISPS	1030	on the freight, deadfreight and demurrage earned is	1096
Code). If trading to or from the United States or	1031	payable by the Owners to the party mentioned in Box	1097
passing through United States waters, the Owners	1032	32 .	1098
shall also comply with the requirements of the US	1033	39. BIMCO Dispute Resolution Clause	1099
Maritime Transportation Security Act 2002 (MTSA)	1034	(a) *This Charter Party shall be governed by and	1100
relating to the Vessel and the "Owner" (as defined	1035	construed in accordance with English law and any	1101
by the MTSA).	1036	dispute arising out of or in connection with this	1102
(ii) Upon request the Owners shall provide the Char-	1037	Charter Party shall be referred to arbitration in London	1103
terers with a copy of the relevant International Ship	1038	in accordance with the Arbitration Act 1996 or any	1104
Security Certificate (or the Interim International	1039	statutory modification or re-enactment thereof save to	1105
Ship Security Certificate) and the full style contact	1040	the extent necessary to give effect to the provisions	1106
details of the Company Security Officer (CSO).	1041	of this Clause. The arbitration shall be conducted	1107
(iii) Loss, damages, expense or delay (excluding	1042	in accordance with the London Maritime Arbitrators	1108
consequential loss, damages, expense or delay)	1043	Association (LMAA) Terms current at the time when the	1109
caused by failure on the part of the Owners	1044	arbitration proceedings are commenced. The reference	1110
or "the Company"/"Owner" to comply with the	1045	shall be to three arbitrators. A party wishing to refer a	1111
requirements of the ISPS Code/MTSA or this	1046	dispute to arbitration shall appoint its arbitrator and send	1112
Clause shall be for the Owners' account, except	1047	notice of such appointment in writing to the other party	1113
as otherwise provided in this Charter Party.	1048	requiring the other party to appoint its own arbitrator	1114
(b) (i) The Charterers shall provide the Owners and	1049	within 14 calendar days of that notice and stating that	1115
the Master with their full style contact details and,	1050	it will appoint its arbitrator as sole arbitrator unless the	1116
upon request, any other information the Owners	1051	other party appoints its own arbitrator and gives notice	1117
require to comply with the ISPS Code/MTSA.	1052	that it has done so within the 14 days specified. If the	1118
(ii) Loss, damages or expense (excluding consequen-	1053	other party does not appoint its own arbitrator and give	1119
tial loss, damages or expense) caused by failure	1054	notice that it has done so within the 14 days specified,	1120
on the part of the Charterers to comply with this	1055	the party referring a dispute to arbitration may, without	1121
Clause shall be for the Charterers' account, except	1056	the requirement of any further prior notice to the other	1122
as otherwise provided in this Charter Party, and	1057	party, appoint its arbitrator as sole arbitrator and shall	1123
any delay caused by such failure shall count as	1058	advise the other party accordingly. The award of a sole	1124
laytime or time on demurrage.	1059	arbitrator shall be binding on both parties as if he had	1125
(c) Provided that the delay is not caused by the	1060	been appointed by agreement.	1126
Owners' failure to comply with their obligations under	1061	Nothing herein shall prevent the parties agreeing	1127
the ISPS Code/MTSA, the following shall apply:	1062	in writing to vary these provisions to provide for the	1128
(i) Notwithstanding anything to the contrary provided	1063	appointment of a sole arbitrator.	1129
in this Charter Party, the Vessel shall be entitled	1064	In cases where neither the claim nor any counterclaim	1130
to tender Notice of Readiness even if not cleared	1065	exceeds the sum of US\$50,000 (or such other sum as	1131
due to applicable security regulations or measures	1066	the parties may agree) the arbitration shall be conducted	1132
imposed by a port facility or any relevant authority	1067	in accordance with the LMAA Small Claims Procedure	1133
under the ISPS Code/MTSA.	1068	current at the time when the arbitration proceedings are	1134
(ii) Any delay resulting from measures imposed by	1069	commenced.	1135
a port facility or by any relevant authority under	1070	(b) *This Charter Party shall be governed by and	1136
the ISPS Code/MTSA shall count as laytime or	1071	construed in accordance with Title 9 of the United States	1137
time on demurrage, unless such measures result	1072	Code and the Maritime Law of the United States and any	1138
solely from the negligence of the Owners, Master	1073	dispute arising out of or in connection with this Charter	1139
or crew or the previous trading of the Vessel, the	1074	Party shall be referred to three persons at New York,	1140
nationality of the crew or the identity of the Owners'	1075	one to be appointed by each of the parties hereto, and	1141
managers.	1076	the third by the two so chosen; their decision or that of	1142
(d) Notwithstanding anything to the contrary provided	1077	any two of them shall be final, and for the purposes of	1143
in this Charter Party, any costs or expenses whatsoever	1078	enforcing any award, judgement may be entered on	1144
solely arising out of or related to security regulations or	1079	an award by any court of competent jurisdiction. The	1145
measures required by the port facility or any relevant	1080	proceedings shall be conducted in accordance with the	1146
authority in accordance with the ISPS Code/MTSA	1081	rules of the Society of Maritime Arbitrators, Inc.	1147
including, but not limited to, security guards, launch	1082	In cases where neither the claim nor any counterclaim	1148
services, vessel escorts, security fees or taxes and	1083	exceeds the sum of US\$50,000 (or such other sum	1149
inspections, shall be for the Charterers' account, unless	1084	as the parties may agree) the arbitration shall be	1150
such costs or expenses result solely from the negligence	1085	conducted in accordance with the Shortened Arbitration	1151
of the Owners, Master or crew or the previous trading	1086	Procedure of the Society of Maritime Arbitrators, Inc.	1152
of the Vessel, the nationality of the crew or the identity	1087	current at the time when the arbitration proceedings	1153
		are commenced.	1154

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<p>(c) *This Charter Party shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.</p> <p>(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party.</p> <p>In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:-</p> <p>(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.</p> <p>(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.</p> <p>(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.</p>	<p>1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190</p>	<p>(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.</p> <p>(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.</p> <p>(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.</p> <p>(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.</p> <p>(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)</p> <p>(e) If Box 33 in PART I is not appropriately filled in, sub-clause (a) of this Clause shall apply. Sub-clause (d) shall apply in all cases.</p> <p><i>* Note: Sub-clauses (a), (b) and (c) are alternatives; indicate alternative agreed in Box 33.</i></p> <p>40. BIMCO Notices Clause</p> <p>(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.</p> <p>(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.</p>	<p>1191 1192 1193 1194 1195 1196 1197 1198 1199 1200 1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225</p>
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**PART III
Specialised Cement Carriers**

The Clauses in this Part III apply only when the Vessel is described as a specialised cement carrier in Appendix B. Part III is a supplement to Part II with the exception of [Clauses 8](#) (Loading Methods and Costs), [14](#) (Discharging Methods and Costs) and [15](#) (Cleaning after Discharging) of Part II which shall not apply. In the event of a conflict between the provisions of Part II and Part III the provisions of Part III shall prevail but only to the extent of such conflict.

VESSEL

41. Vessel

The Vessel shall be suitable for loading of the cargo in accordance with [Clause 43](#) (Loading) and capable of receiving the cargo at the rate (if any) specified in [Box 19\(ii\)](#) and capable of discharging in accordance with [Clause 44](#) (Self-Discharge) at the rate (if any) specified in [Box 26\(ii\)](#).

LOADING

42. Cleanliness of the Vessel

If the Vessel's last cargo was of a different quality of cement than the cargo to be loaded or a different product, the Vessel's holds shall be cleaned and made ready in all respects to load the intended type of bulk cement. In such cases, [Clause 6](#) shall apply.

43. Loading

(a) Loading shall be performed by stationary spout or other equipment as described in Appendix C.
(b) To maintain proper trim the Vessel may shift alongside the loading berth as necessary. The Charterers' responsibility for trimming the cargo shall be limited to the outreach of the stationary spout.

DISCHARGING

44. Self-Discharge

(a) The cargo shall be self-discharged from the Vessel's holds with the Vessel's pneumatic system as described in Appendix B into the receiver's silo at Owners' expense, but at Owners' risk only as far as the Vessel's permanent discharge lines. The terminal shall take delivery of the cargo through the receiving lines described in Appendix C at the guaranteed take-away rate stated in [Box 26\(ii\)](#).
(b) The Charterers/receivers shall provide and connect at their own expense and risk the inch diameter hoses stated in Appendix C between the Vessel's permanent cement manifolds and shore manifolds. The Vessel shall provide two (2) crew members to assist with the

connecting/disconnecting/moving of hoses.
(c) Any time lost due to stoppages ashore shall count as time on demurrage if such shore stoppage(s) cause the overall take-away rate to be less than the guaranteed take-away rate. If the Vessel is unable to achieve a discharging rate equal to the discharge rate stated in [Box 26\(ii\)](#) (excluding stripping and free of any back pressure from silos and/or shore filters and/or other shore conditions preventing discharge at full capacity), the Owners shall not be entitled to claim demurrage for the time so lost.

45. Cargo Free Flowing – Packset Testing

(a) The cargo shall be free flowing and in the event the discharge rate falls substantially below the discharge rate stated in [Box 26\(ii\)](#) the Owners shall be entitled to take a sample of 40-50 kilograms at the time of the fall in discharge rate. The restricted cargo flow may be evidenced by cargo either "bridging" within the Vessel's holds or by cargo "traffing" (plugging) in the discharge lines. The Owners shall provide historical discharge rate figures for the Vessel at the terminal in question and in the event there are no available statistics the Owners shall provide statistics from discharge operations at similar terminals.
(b) The sample shall be "Packset" tested at the Owners' expense. If the test results prove a "Packset" value outside a range of 3-10 it shall be accepted that the cargo compacted during the laden voyage and was no longer free flowing causing the reduced discharge rate. The Owners shall be compensated for all time beyond the agreed allowed discharge time, based on the terminal's receiving capacity, the Vessel's historical performance less any relevant time which is for the Owners' account, at the demurrage rate, and for any incremental expenses incurred, including but not limited to extra fuel consumed and/or additional port costs.

GENERAL

46. Cargo Shortage Claims

Where the Vessel/Owners are liable for loss or shortage of cargo under this Charter Party or any bill(s) of lading issued hereunder, they shall be responsible only for that part of the loss or shortage that exceeds one percent (1.0%) of the Bill of Lading weight. The Charterers shall indemnify, defend and hold harmless the Owners in respect of any claims by cargo receivers for cargo shortages of up to 1.0% of the Bill of Lading weight.