

1. Place and date		<b>NORTH AMERICAN FERTILIZER CHARTER PARTY 1978/88</b> <b>CODE NAME: "FERTIVOY 88"</b>			<b>Part I</b>
2. Owners/Disponent Owners/Timecharter-Owners (indicate name, address and telex number) (Cl. 1)		3. Charterers (indicate name, address and telex number) (Cl. 1)			
4. Vessel's name (Cl. 1)		5. Call sign (Cl. 1)	6. Year built (Cl. 1)	7. Flag (Cl. 1)	
8. Class (Cl. 1)	9. GRT/NRT (Cl. 1)		10. DW-cargo capacity and draught on summer load line (Cl. 1)		
11. Type of vessel (also state cargo gear and grain cubic capacity of each hold) (Cl. 1 & 7(b))					
12. Present position (Cl. 1)		13. ETA loading port (Cl. 1)		14. Laydays date (Cl. 5)	
15. Cancelling date (Cl. 6)					
16. Advance notices (loading) and ETA messages to (state teleg. address(es)) (Cl. 2 & 4)		17. Sailing teleg. and ETA's (discharging) to (state teleg. address(es)) (Cl. 3 & 4)			
18. Cargo (5 per cent more or less in Owners' option unless other margin agreed) in tons of 1000 kilos (if full and complete cargo not agreed, indicate "part cargo") (indicate whether in bulk, or bags and if deck cargo agreed) (Cl. 1 & 18)					
19. Loading port(s) (also state if two or more berths agreed) (Cl. 1 & 18)		20. Daily load. rate (Cl. 14)		21. Draught on sailing not to exceed (Cl. 18)	
				22. Demurrage rate (load.) (Cl. 15)	
				23. Despatch Money (load.) (Cl. 16)	
24. Discharging port(s) (also state if two or more berths agreed) (Cl. 1 & 18)		25. Daily discharge rate (Cl. 14)		26. Draught on arrival not to exceed (Cl. 18)	
				27. Demurrage rate (disch.) (Cl. 15)	
				28. Despatch Money (disch.) (Cl. 16)	
29. Freight rate (indicate whether payable per metric or long ton) (state whether fully or partly prepaid) (Cl. 1 & 20)		30. Freight payment (currency and where payable; also state beneficiary and account) (Cl. 20)			
31. At loading port(s) vessel to be consigned to agents nominated by (Cl. 21)		32. At discharging port(s) vessel to be consigned to agents nominated by (Cl. 21)			
33. Brokerage commission and to whom payable (Cl. 22)		34. Law and arbitration (state 37.1., 37.2. or 37.3. of Cl. 37, as agreed; if 37.3. agreed also state place of arbitration) (if Box 34 not filled in 37.1. shall apply) (Cl. 37)			
35. Number of additional clauses covering special provisions if agreed					

It is mutually agreed that this Contract shall be performed subject to the conditions in the Charter Party consisting of PART I including additional clauses, if any agree and stated in Box 35, and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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**PART II**  
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(e) <i>Seaworthy Trim</i> . - Vessel is to be left in seaworthy trim for shifting between berths and ports.	141 142	suitable and otherwise ready to receive the intended cargo.	209
(f) <i>Stevedores</i> . - At each loading and discharging port stevedores are to be appointed by Charterers, Shippers and/or Receivers.	143 144	If the loading/discharging berth is not available on Vessel's arrival at or off the port of loading/discharging or so near thereto as the Vessel may be permitted to approach, the Vessel shall be entitled to give notice of readiness on arrival there with the effect that laytime counts as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Actual time occupied in moving from place of waiting to loading/discharging berth not to count as laytime.	210 211 212 213 214 215 216 217
(g) <i>Grab discharge</i> . - The Vessel to be suitable for grab discharge and no cargo to be loaded into spaces inaccessible to grabs, namely, deeptanks, bunker spaces, wings and ends of 'tween-decks. However, the Master has liberty of loading into such places for the purpose of stability of the Vessel, and any expense over and above the costs of normal loading, spout trimming and grab discharge to be for Owners' account. Extra time used for loading and/or discharging into and/or from such places not to count.	145 146 147 148 149 150 151	If after berthing the Vessel is found not to be ready in all respects to load/dischARGE and/or fails to pass inspection as per Clause 12, lines 207 through 209 the actual time lost from the discovery thereof until the Vessel is in fact ready to load/dischARGE shall not count as laytime.	218 219 220 221
<b>8. Weight Determination</b>	152	If the Vessel requires more than twenty-four (24) running hours to be ready in all respects and/or to pass inspection, counting from the time of the initial failure to be ready and/or pass, the time spent waiting shall not count and a new notice of readiness is to be tendered as soon as the Vessel is effectively ready to load/dischARGE. In such case the Charterers may order the Vessel to vacate the loading or discharging berth, all time thereby lost and any expense thereby incurred shall be for Owners' account.	222 223 224 225 226 227 228
(a) Quantity of cargo loaded on board the Vessel shall, as customary at the loading port, be determined by railroad weight certificates, and/or belt scale weight certificates, and/or draught surveys carried out by a qualified independent surveyor appointed by Charterers at their expense. Any time used by the independent surveyor for weight determination after completion of loading shall count as laytime or, if the Vessel is on demurrage, as time on demurrage.	153 154 155 156 157 158 159	In any case Owners shall be responsible for stevedore detention and/or dead time and/or stand-by charges, if any, incurred by Charterers and/or Shippers and/or Receivers as a result of the particular Vessel's initial failure to be ready in all respects to load/dischARGE and/or pass inspection as per Clause 12, lines 207 through 209.	229 230 231 232 233
(b) The Vessel is to be presented for loading in such a trim and condition as to permit calculation of the Vessel's light displacement. Vessel is to furnish calibration scales for all tanks including fore and aft peak, double bottom tanks and deeptanks. Vessel is to furnish capacity plans, displacement scales, deadweight scales and hydrostatic information all certified by the Master as to correctness at the time of loading. Plimsoll marks amidships and draught marks at port and starboard sides bow and stern are to be clearly cut and marked on shell plating. Additional cost and time lost caused by Vessel's failure to comply shall be for Owners' account.	160 161 162 163 164 165 166 167 168	<b>13. Time Counting</b>	234
<b>9. Bills of Lading</b>	169	At each port laytime for loading and discharging shall commence to count twelve (12) hours after receipt of notice of readiness to load or discharge as per Clause 12. If loading or discharging is commenced before commencement of laytime, one half the time actually used shall count.	235 236 237 238
The Master is to sign Bills of Lading as presented without prejudice to the terms, conditions and exceptions of this Charter Party. If the Master elects to delegate the signing of Bills of Lading to his Agents, he shall give them such power of attorney in writing, copy of which is to be furnished to Charterers. All Bills of Lading issued under this Charter Party shall provide that they are subject to terms, conditions and exceptions whatsoever of this Charter Party.	170 171 172 173 174 175 176	<b>14. Laytime</b>	239
<b>10. Claims</b>	177	(a) The laytime allowed for loading shall be computed at the rate stipulated in Box 20 on Bills of Lading quantity. The laytime allowed for discharging shall be computed at the rate stipulated in Box 25 on the cargo quantity discharged at the discharge port(s) indicated in Box 24.	240 241 242 243
(a) Any claim of the Owners upon the Charterers, Shippers and/or Receivers arising at port(s) of loading and/or discharge shall be notified in writing by the Master to the Shippers or the Receivers before sailing from the port at which the claim arose; a reservation in general terms will suffice.	178 179 180 181	(b) All laytime to be based on weather working days of 24 consecutive hours.	244 245
(b) No claim for deadfreight will be entertained unless proper notice has been given to and acknowledged by Shippers before sailing. In case of dispute a claim for deadfreight to be supported by an independent surveyor's report.	182 183 184 185	(c) In the event that the Vessel is waiting for loading or discharging berth, no laytime is to be deducted during such period for reasons of weather unless the Vessel occupying the loading or discharging berth in question is actually prevented from working due to weather conditions in which case time so lost not to count.	246 247 248 249 250
<b>11. Bagged and Deck Cargo</b>	186	(d) The agreed rates of loading and discharging as stated in Boxes 20 and 25 respectively, apply on condition that the Vessel can receive/deliver at such rates.	251 252 253
(a) <i>Tallying</i> . - If shipment of cargo in bags, bales, cases and/or drums is agreed according to Box 18 Vessel shall be responsible for the number of packages shipped and the Bills of Lading shall be evidence of quantity of cargo shipped.	187 188 189 190	(e) Time sheets or Statements of Facts at loading and discharging port(s) to be signed by Agents of the Vessel, by the Master or his Agents and by the Charterers respectively Receivers or their Agents.	254 255 256
(b) <i>Dunnage</i> . - If shipment of cargo in bags, bales, cases and/or drums is agreed, Charterers shall provide and pay for all dunnage material required for the proper stowage and protection of the cargo, however, Owners to supply free of charge all suitable dunnage for such purposes, as on board. The Vessel to have cargo battens fitted except for bulk cargo.	191 192 193 194 195	(f) Unless otherwise indicated the rates indicated in Boxes 20 and 25 respectively, shall be deemed to be stated in metric tons of 1000 kilograms.	257 258
(c) <i>Deck Cargo</i> . - If shipment of deck cargo is agreed according to Box 18, same to be at Charterers' risk. Owners to supply free of charge all suitable cover-material for such purposes, as on board.	196 197 198	(g) Except where SHINC (Sundays and Holidays included) terms have been agreed to and stipulated for loading in Box 20 and/or for discharging in Box 25, Sundays and local and/or legal holidays shall not count as laytime. Laytime not to count from Saturdays 1200 hours to Sundays 2400 hours nor from 1700 hours on a day preceding a holiday even if used (subject to Clause 17 - Overtime). On Mondays or days following a holiday time to count from 0001 hours.	259 260 261 262 263 264 265
<b>12. Notice of Readiness</b>	199	(h) Unless otherwise stated laytime shall be non-reversible.	266
The Master or Vessel's Agents shall give to the Shippers, respectively Receivers or their Agents a written notice of Vessel's readiness to load respectively discharge. The notice shall be given within ordinary office hours (between 0900 to 1700 hours on all days except Saturdays, Sundays and holidays), whether the Vessel is in berth or not.	200 201 202 203 204	<b>15. Demurrage</b>	267
The notice shall not be given before the Vessel is in all respects ready to receive respectively discharge the cargo under this Charter Party.	205 206	(a) <i>Loading</i> . - In the event that the Vessel is detained at the loading port(s) by Charterers or their Agents in excess of the allowed laytime, Charterers shall pay Owners demurrage at the rate stated in Box 22 for every running day the Vessel is so detained and proportionately for any part of a day.	268 269 270 271
At loading port(s) when tendering notice, the Vessel is to provide certification by a competent independent surveyor that cargo holds are clean, dry,	207 208	(b) <i>Discharging</i> . - In the event that the Vessel is detained at the discharging port(s) by Receivers or their Agents in excess of the allowed laytime, Receivers shall pay Owners demurrage at the rate stated in Box 27 for every running day the Vessel is so detained and proportionately for any part of a day.	272 273 274 275 276
		(c) In case Owners cannot obtain settlement from Receivers, the Charterers shall be responsible for the payment of any demurrage incurred.	277 278

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<b>16. Despatch Money</b>	279	<b>19. Dues, Taxes and Charges</b>	349
Owners shall pay Charterers despatch money at the rate stated in Box 23 for all laytime saved in loading and at the rate stated in Box 28 for all laytime saved in discharging, portions of days to count proportionately.	280 281 282 283	(a) <i>On the cargo</i> . - The Charterers/Shippers shall pay all dues, taxes and charges on the cargo at the port(s) of loading, and the Receivers at the port(s) of discharge.	350 351 352
<b>17. Overtime</b>	284	(b) <i>On the Vessel</i> . - Owners shall pay all port dues, pilotage, towage, and other charges and/or taxes customarily charged to the Vessel.	353 354
(a) <i>Expenses</i>	285	(c) Owners to make their own financial arrangements for payment of disbursements at ports of loading and discharging.	355 356
(i) All overtime expenses at loading and discharging port(s) shall be for account of the party ordering same.	286 287	(d) <i>St. Lawrence Seaway Tolls</i> . - All St. Lawrence Seaway and/or Welland Canal tolls on Vessel and/or cargo assessed by Canadian and United States Authorities are to be paid and borne by Owners.	357 358 359
(ii) If overtime is ordered by port authorities or the party (not being the Charterers, Shippers or Receivers) controlling the loading and/or discharging terminal or facility, all overtime expenses are to be equally shared between the Owners and Charterers respectively Receivers.	288 289 290 291	<b>20. Payment of Freight</b>	360
(iii) Overtime expenses for Vessel's officers and crew shall always be for Owners' account.	292 293	(a) The freight to be paid at the rate indicated in Box 29 without discount (except as specifically allowed under this Charter Party) seventy-two (72) hours after completion of loading and release of Bills of Lading on Bills of Lading weight and in the manner prescribed in Box 30. If according to Box 29 only part of the freight is to be paid within 72 hours after completion of loading, the balance shall be paid within 15 days after completion of discharging. The full freight shall be deemed earned on shipment, ship and/or cargo lost or not lost.	361 362 363 364 365 366 367 368
(b) <i>Time Counting</i> . - If overtime be worked during excepted periods ordered by Owners the actual time used shall count.	294 295	(b) Charterers have the option to deduct commission as per Box 33 and undisputed despatch money earned at loading port(s) on payment of freight and undisputed despatch money earned at discharging port(s) from any balance of freight.	369 370 371 372
If overtime be worked during excepted periods ordered by Charterers respectively Receivers the actual time used shall not count.	296 297	<b>21. Agents</b>	373
If overtime be worked during excepted periods ordered by port authorities or the party controlling the loading and/or discharging terminal or facility half the actual time used shall count.	298 299 300	At loading and discharging ports Vessel to be consigned to Agents nominated by Charterers or Owners as indicated in Boxes 31 and 32, respectively.	374 375
(c) SHINC (Sundays and Holidays included). - Section (b) shall not apply if SHINC has been agreed and indicated in Boxes 20 and 25, respectively.	301 302	In all instances, customary agency fees shall be for Owners' account.	376
<b>18. Berthing and Shifting</b>	303	<b>22. Brokerage</b>	377
(a) Vessel shall go to the loading/discharging berth(s) as ordered by Charterers/Shippers/Receivers or so near thereunto as she may safely get and lie always afloat, unless one or more specifically named berths have been mutually agreed.	304 305 306 307	The brokerage at the rate stated in Box 33 upon the freight and deadfreight and demurrage (if incurred), is due by the Owners to the Brokers named in Box 33 upon shipment of cargo.	378 379 380
(b) If the Charterers/Receivers have the option of loading/discharging the Vessel at two or more berths according to Boxes 19 and 24, respectively, the cost of shifting from one berth to another shall be borne by the Owners but time shall count, provided the Owners render all co-operation possible.	308 309 310 311	In case of non-performance one-third of the brokerage on the estimated amount of freight and deadfreight to be paid by the Owners to the Brokers as indemnity for the latter's expense and work. In case of more voyages the amount of indemnity to be mutually agreed.	381 382 383 384
(c) If Vessel is required by Charterers/Shippers/Receivers to shift out of the loading or discharging berth(s) and back to the same berth(s), one berth shall be deemed to have been used, but shifting expenses from and back to the loading or discharging berth(s) so incurred shall be for Charterers/ Shippers/Receivers' account and laytime or time on demurrage shall count.	312 313 314 315 316	<b>23. Re-Chartering</b>	385
(d) <i>Warping</i> . - The Vessel shall be moved to and from the loading/discharging appliances, as required, at Owners' risk and expense, but time to count.	317 318	The Charterers may re-charter whole or part of the Vessel without prejudice to this Charter Party, but the Charterers shall always remain responsible to the Owners for due fulfilment of this Charter Party.	386 387 388
(e) <i>Waiting Berth</i> . - If Vessel moors at a waiting berth shifting expenses shall be for Owner's account and time shifting from the waiting berth to the loading/discharging berth shall not count. This stipulation applies in respect of each port of loading and discharging.	319 320 321 322	<b>24. Extra Insurance</b>	389
(f) If Vessel on completion of loading/discharging remains at the loading/discharging berth(s) for an unreasonable length of time, any expenses incurred by the Charterers thereby shall be for Owners' account.	323 324 325	Any extra insurance on cargo incurred owing to Vessel's age, class, flag or ownership to be for Owners' account and may be deducted from the freight in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction. Unless a maximum amount has been agreed, such extra insurance shall not exceed the lowest extra premium which will be charged for the Vessel and voyage in the New York insurance market.	390 391 392 393 394 395
(g) <i>Draught and Lighterage</i> . - Owners warrant that Vessel's deepest draught shall not exceed the maximum limitation stated in Box 21 on completion of loading and the maximum limitation stated in Box 26 on arrival at discharging port(s) stated in Box 24. Should the Vessel's deepest draught exceed these maximum limitations, any expenses, including lighterage, incurred to enable the Vessel to leave the place of loading and/or reach the place(s) of discharging, are to be at the expense and risk of the Owners, any custom of the port to the contrary notwithstanding, and time used not to count as laytime or time on demurrage.	326 327 328 329 330 331 332 333 334	<b>25. Deviation</b>	396
Should the Vessel be ordered to discharge at a place in which there is not sufficient water for her to get the first tide after arrival without lightening, and lie always afloat, and provided Owners have complied with the maximum arrival limitation, laytime is to count as per Box 25 at a safe anchorage for similar Vessels bound for such a place, any lighterage expenses incurred to enable her to reach the place of discharging are to be at the expense and risk of Receivers, any custom of the port to the contrary notwithstanding, but time occupied in proceeding from the anchorage to the discharging berth(s) is not to count as laytime or time on demurrage.	335 336 337 338 339 340 341 342 343	The Vessel shall have the liberty to tow and to be towed and to assist Vessels in distress and to deviate for the purpose of saving life or property at sea and to call at any ports in any order for repairs, or to make trial trips after notice, or adjust compasses and/or radio equipment and reasonable exercises of any of these liberties shall not be deemed to be a departure from the contractual route.	397 398 399 400 401 402
Unless loading and/or discharging port(s) and/or berth(s) are named in this Charter Party, the responsibility for providing safe port(s) and/or berth(s) of loading and/or discharging lies with the Charterers respectively Receivers provided always that Owners have complied with the maximum draught limitations as per Boxes 21 and 26, respectively.	344 345 346 347 348	<b>26. Bunker Clause</b>	403
		The Vessel shall have the liberty as part of the contract voyage to proceed to any port(s) at which bunker oil is available for the purpose of bunkering at any stage of the voyage whatsoever and whether such port(s) is on or off the direct and /or customary routes between any of the ports of loading or discharging named in this Charter Party and may there take oil bunkers in any quantity in the discretion of Owners even to the full capacity of fuel tanks and deep tanks and any other compartment in which oil can be carried, whether such amount is or is not required for the chartered voyage.	404 405 406 407 408 409 410 411
		<b>27. Lien and Cesser</b>	412

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The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this Charter Party.	413	sel being frozen in - is at liberty to leave without cargo; in such cases this Charter Party shall be null and void.	482
Charterers' liability under this Charter Party is to cease on cargo being shipped except for payment of freight, deadfreight and demurrage.	414	(b) If during loading, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port with option of completing cargo for Owners' own account to any port or ports including the port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Consignees, freight being paid on quantity delivered (in proportion if lump sum), all other conditions as per Charter Party.	483
<b>28. General Average</b>	415	(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners to be at liberty either to load the part cargo at the open port and fill up else where for the Owners' own account as under sub-clause (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.	484
General average shall be adjusted, stated and settled in New York, N.Y., U.S.A., according to York-Antwerp Rules 1974.	416	<i>Voyage and Discharging Port</i>	486
<b>29. New Jason and Both-to-Blame Collision Clauses</b>	417	(d) Should ice prevent the Vessel from reaching the port of discharge, the Charterers/Receivers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given notice to the Charterers/Receivers of impossibility of reaching port of destination.	487
The New Jason Clause and the Both-to-Blame Collision Clause as printed below, to be considered incorporated in this Charter Party and any Bill of Lading issued hereunder.	418	(e) If during discharging, the Master, for fear of Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers/Receivers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	488
<i>New Jason Clause.</i> In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the goods, Shippers, Consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.	419	(f) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall receive the same freight as if the Vessel had discharged at the original port of destination, except that if the distance to the substitute port exceeds 100 nautical miles the freight on the cargo delivered at that port to be increased in proportion.	489
If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his Agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, Shippers, Consignees or owners of the goods to the Carrier before delivery.	420	<b>32. Canadian Clause Paramount</b>	490
<i>Both-to-Blame Collision Clause.</i> If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.	421	If the Vessel loads in Canada, the Canadian Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows:	491
	422	This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Carriage of Goods by Water Act, 1970, Revised Statutes of Canada, Chapter C-15, enacted by the Parliament of the Dominion of Canada, or any statutory re-enactment thereof, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities, or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further.	492
	423	<b>33. U.S.A. Clause Paramount</b>	493
	424	If the Vessel loads in the U.S.A., the U.S.A. Clause Paramount shall be incorporated in all Bills of Lading and shall read as follows:	494
	425	This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further.	495
	426	<b>34. Water Pollution Clause</b>	496
	427	Any time lost on account of Vessel's non-compliance with Government and/or State and/or Provincial regulations pertaining to water pollution shall not count as laytime or time on demurrage.	497
	428	<b>35. Strikes, Stoppages, etc.</b>	498
	429	(a) <i>Port of Loading</i>	499
	430	(i) The parties hereto mutually exempt each other from all liability (except as hereinafter provided) arising from or for time lost through riots, strikes, lock-outs of workmen, or disputes between masters and men at the mines, on railroads or at loading port(s) or by reason of accidents to mines, railroads or machinery, obstructions in harbours (not including congestion of ship-	500
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**PART II**  
**"Fertivoy 88" Charter Party**

ping or shore traffic unless resulting from a cause exempted by this Clause), 551  
interruption (wholly or partly) of the fuel supply of shippers or the suppliers 552  
of cargo, or by reason of epidemic, frost, fire, floods, fogs, storms, earth- 553  
quakes, landslides, avalanches, restraints of established authorities, and 554  
any unavoidable accidents and hindrances, beyond their control, either 555  
preventing or delaying the mining, supplying, working or loading of the 556  
cargo for which the Vessel is stemmed taking place on or after the date of 557  
the Charter Party. 558

(ii) In the event of any stoppages arising from any of the aforesaid causes af- 559  
fecting the loading of the cargo or any part of it when the Vessel is ready to 560  
proceed from her last port or at any time during the voyage to the port or 561  
ports of loading or after her arrival there, the Master or Owners may ask the 562  
Charterers to declare that they agree to reckon the laydays as if there were 563  
no such stoppage(s) or, alternatively, to declare an alternative loading port. 564  
Unless Charterers have given such declaration in writing (by telegram, if ne- 565  
cessary) within twenty-four (24) hours, Owners shall have the option of can- 566  
celling the Charter Party (or if the Charter Party is for more than one voyage, 567  
the voyage so affected), such option to be declared within 5 working days. In 568  
the event that the Charterers direct the Vessel to an alternative loading port, 569  
any additional charges or expenses including compensation for Vessel's 570  
time incurred by reason of the change in loading port, to be for Charterers' 571  
account. If part cargo has already been loaded, the Vessel may proceed 572  
with same (freight payable on loaded quantity only) having liberty to com- 573  
plete with other cargo on the way, for her own account. 574

(iii) In the event of any stoppage or stoppages arising from any of the afore- 575  
said causes - other than riots, strikes, lock-outs of workmen, disputes be- 576  
tween masters and men at the mines, on railroads or at loading port(s), in- 577  
terruption of the fuel supply of shippers or suppliers of cargo, frost and fogs 578  
- affecting the loading of the cargo or any part of it and the Vessel is already 579  
on demurrage when such stoppage or stoppages occur and provided no 580  
cargo shall have been loaded on board, the Charterers may give not less 581  
than forty-eight (48) hours telegraphic notice, expiring not earlier than five 582  
(5) days after the Vessel has been on demurrage, that they wish to cancel 583  
the Charter Party (or if the Charter Party is for more than one voyage, the 584  
voyage so affected) unless Owners agree to maintain the Charter Party with 585  
no demurrage being incurred for the remainder of the time lost through said 586  
stoppage or stoppages. In either case demurrage shall be payable until ex- 587  
piration of the aforesaid notice. If part cargo has already been loaded, Char- 588  
terers may order the Vessel to proceed with the quantity loaded paying 589  
freight on the quantity loaded subject to a minimum of 2/3rds of the quantity 590  
declared in accordance with Clause 2(b), in which case demurrage is to be 591  
paid until such time as the Vessel has been given orders to proceed, or 592  
Charterers may discharge such part cargo at the loading port and notify 593  
Owners of their wish to cancel in the same manner as stated above in the 594  
case where no cargo has been loaded, in which case demurrage shall be 595  
payable to the expiration of the notice period or, if the part cargo is to be dis- 596  
charged, to the completion of discharge, whichever shall last occur. In the 597  
event that the Vessel is ordered to proceed with less than 2/3rds of the 598  
quantity declared in accordance with Clause 2(b), Charterers are to have 599  
the right to complete with other lawful cargoes for their own account, Char- 600  
terers paying any additional charges or expenses including compensation 601  
for any additional time used by the Vessel by reason of taking the comple- 602  
tion cargo at the rate of demurrage specified in Box 22. 603

**(b) Port of Discharge** 604

(i) In the event of riots, civil commotion, accidents or any other causes di- 605  
rectly connected with the discharging, receiving or warehousing (in the 606  
port) of the cargo, beyond the control of the Consignees, any time lost there- 607  
by shall not count unless the Vessel is already on demurrage. If the Vessel is 608  
already on demurrage, Charterers may keep the Vessel at the discharging 609  
port against payment of full demurrage with liberty at any time of ordering 610  
the Vessel to an alternative discharge port where she can safely discharge 611  
without risk of being detained by the said stoppage or stoppages. 612

(ii) In the event of strikes or lock-outs affecting the discharging of the cargo 613  
on or after Vessel's arrival at or off the port of discharge, the Consignees 614  
shall have the option of keeping the Vessel waiting until such strike or lock- 615  
out is at an end against paying half demurrage after expiration of the time 616  
provided for discharging, or of ordering the Vessel to a safe port where she 617  
can safely discharge without risk of being detained by such strike or lock- 618  
out. Such orders to be given within forty-eight (48) hours after the Owners 619  
have given notice to the Consignees of Vessel's readiness to discharge or of 620  
the Owners' request for orders. 621

(iii) In the event the Vessel is ordered to an alternative discharge port as pro- 622  
vided for in aforesaid (i) or (ii) all conditions of this Charter Party and the Bill 623

of Lading issued hereunder shall apply to the delivery of the cargo at such 624  
substitute port, and the Owners shall receive the same freight as if the cargo 625  
had been discharged at the original port of destination, except that if the 626  
distance to the substitute port exceeds 100 nautical miles, the freight on the 627  
cargo delivered at the substitute port to be increased in proportion. 628

**36. Exceptions** 629

Owners shall be bound before and at the beginning of the voyage to exer- 630  
cise due diligence to make the Vessel seaworthy and to have her properly 631  
manned, equipped and supplied and neither the Vessel nor her Master or 632  
Owners shall be or shall be held liable for any loss or damage or delay to the 633  
cargo for causes excepted by the Canadian Carriage of Goods by Water 634  
Act, 1970 or the U. S. Carriage of Goods by Sea Act, 1936. 635  
Neither the Vessel, her Master or Owners, nor the Charterers or Receivers 636  
shall, unless otherwise in this Charter Party expressly provided, be respon- 637  
sible for loss of or damage or delay to or failure to supply, load, discharge or 638  
deliver the cargo arising or resulting from: - The acts of God, public ene- 639  
mies, wars, the restraints of rulers, princes and people, strike or lock-out of 640  
crew, pirates, robbers and arrests, fires on land or sea, floods, blockades, 641  
riots, insurrections, Civil Commotions, earthquakes, explosions, barratry of 642  
Master or crew, stranding, collision and every danger and accident of the 643  
sea, river, machinery, boilers, navigation and latent defects in the hull or 644  
machinery of whatever nature or kind; but nothing in the Charter Party shall 645  
exempt the Owners from liability for failure to perform any of the duties im- 646  
posed on carriers by the Canadian Carriage of Goods by Water Act, 1970 or 647  
the U.S. Carriage of Goods by Sea Act, 1936. 648

**37. Law and Arbitration** 649

Any dispute of law or fact arising under this Charter Party shall be referred to 650  
arbitration at the place agreed according to sub-clause 37.1., 37.2. or 37.3. 651  
of this Clause and so stated in Box 34. Such arbitration must commence 652  
within one (1) year of final discharge or from the date of cancellation if the 653  
voyage is not performed. 654

\*) 37.1. This Charter Party shall be governed by English law and any 655  
dispute arising out of this Charter Party shall be referred to arbitration in 656  
London, one arbitrator being appointed by each party, in accordance with 657  
the Arbitration Acts 1950 and 1979 or any statutory modification or re-enact- 658  
ment thereof for the time being in force. On the receipt by one party of the 659  
nomination in writing of the other party's arbitrator, that party shall appoint 660  
their arbitrator within fourteen days, failing which the decision of the single 661  
Arbitrator appointed shall apply. If two Arbitrators properly appointed shall 662  
not agree they shall appoint an umpire whose decision shall be final. 663

\*) 37.2. Should any dispute arise out of this Charter Party, the matter in 664  
dispute shall be referred to three persons at New York, one to be appointed 665  
by each of the parties hereto, and the third by the two so chosen; their deci- 666  
sion or that of any two of them shall be final, and for purpose of enforcing any 667  
award, this agreement may be made a rule of the Court. The arbitrators shall 668  
be members of the Society of Maritime Arbitrators, Inc. of New York and the 669  
proceedings shall be conducted in accordance with the rules of the 670  
Society. 671

\*) 37.3. Any dispute arising out of this Charter Party shall be referred to 672  
arbitration at the place indicated in Box 34 subject to the law and proce- 673  
dures applicable there. 674

37.4. If Box 34 in Part I is not filled in, sub-clause 37.1. of this Clause shall 675  
apply. 676

\*) 37.1., 37.2. and 37.3. are alternatives; indicate alternative agreed in Box 34. 677