



PART I

**THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE
STANDARD ORE CHARTER PARTY
CODE NAME: "OREVOY"**

Agreed with MALMEXPORT AB, Stockholm
and
ROHSTOFFHANDEL G.m.b.H.,
Düsseldorf

Adopted by the Documentary Committee of the General
Council of British Shipping, London
and
The Federation of National Associations of
Ship Brokers and Agents (FONASBA), London

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and International Maritime
Conference (BIMCO), Copenhagen,
November, 1980.

1. Shipbroker	2. Place and date of Charter Party	
3. Owners/Disponent Owners/Time-Chartered Owners (indicate name, address & telex number)	4. Charterers (indicate name, address & telex number)	
5. Vessel's name and flag	6. Rate in tons per hour (load.) (Cl. 1.4.)	
7. Vessel's particulars, if required (Cl. 1)	8. Present position and prior commitments, if known (Cl. 2.2.)	
9. Laydays date (Cl. 2.1.)	10. Expected readiness to load (Cl. 2.2.)	
11. Cancelling date (also state if other period of declaration of cancelling agreed) (Cl. 2.3.)	12. Substitution (state "no" if not agreed) (Cl. 4)	
13. 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" (Cl. 5.1.)		
14. Advance notices (load. and disch.) (State number of running days' notice to be given and to whom) (Cl. 6)		
15. Loading port(s)/berth(s) (Cl. 7.1.)	16. Discharging port(s)/berth(s) (Cl. 7.2.)	
17. Reduced voyage speed (state "no" if not agreed) (Cl. 7.2.)	18. Notice time in running hours (load. and disch.) (only to be filled in if agreed) (Cl. 8.2.1.)	
19. Laytime (if separate laytime for load. and disch. is agreed, fill in a) and b); If total laytime for load. and disch., fill in c) only) (Cl. 8.2.5. &	20. Laytime exceptions (loading) (Cl. 8.3.1.)	
a) Laytime for loading	21. Laytime exceptions (discharging) (Cl. 8.3.1.)	
b) Laytime for discharging		
c) Total laytime for loading and discharging		
22. Demurrage rate (loading) (Cl. 8.5.2.)	23. Demurrage rate (discharging) (Cl. 8.5.2.)	
24. Despatch money (load. and/or disch.) (Optional; if agreed indicate rate of despatch money) (Cl. 8.5.3.)	25. Freight tax (state whether for Owners' or Charterers' account) (Cl. 11.3.)	
26. Agents at loading port(s) (Cl. 12)	27. Agents at discharging port(s) (Cl. 12)	
28. Freight rate per metric ton (state whether fully or partly prepaid) (Cl. 13)	29. Freight payment (currency and when/where payable; also state beneficiary and bank account) (Cl. 13)	
30. General average shall be adjusted/settled at (Cl. 20)	31. Law and Arbitration (state 23.1., 23.2. or 23.3. of Cl 23, as agreed; if 23.3. agreed state place of arbitration) (if not filled in 23.1. shall apply) (Cl.	
32. Brokerage commission and to whom payable (Cl. 24)		
	33. Numbers of additional clauses covering special provisions, if agreed	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Charter consisting of PART I including additional clauses, if any agreed and stated in Box 33 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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1. Vessel	1		
The Owners shall	2	5.1. The Charterers warrant that unless otherwise specified in Part 1, the cargo referred to in Box 13 is non-hazardous and non-dangerous for carriage according to applicable safety regulations including IMCO Code(s).	67 68 69 70
1.1. before and at the beginning of the loaded voyage exercise due diligence to make the Vessel seaworthy and in every way fit for the voyage, with a full complement of Master, officers and crew for a vessel of her type, tonnage and flag;	3 4 5 6	5.2. The Charterers shall have the right to ship parcels of different qualities and/or for different receivers in separate holds within the Vessel's natural segregation and suitable for her trim provided that such parcels can be loaded, carried and discharged in accordance with the Vessel's seaworthiness. Other means of separation of different parcels may be specified in Part 1.	71 72 73 74 75 76
1.2. ensure that the Vessel and her Master and crew will comply with all safety and health regulations and other statutory rules or regulations and internationally recognized requirements necessary to secure safe and unhindered loading of the cargo, performance of the voyage and discharge of the cargo.	7 8 9 10 11	5.3. Unless otherwise agreed in Part 1, all quantities shall be expressed in tons of 1,000 kilograms.	77 78
The Vessel shall	12		
1.3. be classed Lloyd's 100 A1 or equivalent unless otherwise agreed in Box 7, the Owners exercising due diligence to maintain that class during the currency of this Charter Party;	13 14 15	6. Advance Notices	79
1.4. be suitable for mechanical loading of the cargo and capable of receiving the cargo at the rate (if any) specified in Box 6 and be suitable for grab discharge, failing which Clause 8.3.3. shall apply and the Owners shall reimburse the Charterers any actual extra discharge costs;	16 17 18 19 20	The Owners or the Master shall give notices of expected readiness to load/discharge as specified in Box 14 to the parties named therein and shall keep those parties advised of any alteration in expected readiness.	80 81 82 83
1.5. be equipped to meet the technical requirements if and as specified in Box 7.	21 22	7. Port of Loading, Voyage, Port of Discharge	84
2. Laydays Date, Expected Time of Arrival (E.T.A.) and Cancelling	23	7.1. After completion of prior commitments as may be stated in Box 8, the Vessel shall proceed to the loading port(s)/berth(s) as stated in Box 15.	85 86 87
2.1. Laydays shall not commence before 00.00 hours on the date stated in Box 9. However, notice of readiness may be given before that date and notice time, if provided for in Box 18, shall run forthwith.	24 25 26 27	7.2. The Vessel shall carry the cargo with all possible despatch to the port(s)/berth(s) of discharge stated in Box 16. However, unless "No" is inserted in Box 17, the Owners may order the Vessel to proceed at reduced speed solely to conserve fuel. If the Charterers have the right to order the Vessel to discharge at one or more ports out of several ports named or within a specific range, the Charterers shall declare the actual port(s) of discharge to be inserted in the Bills of Lading prior to the arrival of the Vessel at the port of loading.	88 89 90 91 92 93 94 95 96
2.2. Present position of Vessel as per Box 8. Commitments prior to commencement of this Charter as per Box 8. Expected readiness to load as per Box 10.	28 29 30	7.3. Only when the loading/discharging port(s)/berth(s) are not specifically mentioned herein, the Charterers warrant the safety of port(s)/berth(s) nominated and that the Vessel will be loaded and discharged always afloat.	97 98 99 100
2.3. The Charterers shall have the option of cancelling the Charter Party if the Vessel be not ready to load on or before twelve midnight (24.00 hours) on the cancelling date stated in Box 11. If it appears that the Vessel will be delayed beyond the cancelling date stated in Box 11 the Owners shall, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling the Charter Party. The option must then be declared within five (5) running days (unless otherwise agreed in Box 11) of the receipt by the Charterers of such notice, but not earlier than twenty (20) running days before the revised date of loadreadiness. If the Charterers do not then exercise their option of cancelling, the seventh (7th) day after the readiness date stated in the Owners' notice shall be regarded as a new cancelling date. This provision shall operate only once, and should the Vessel not be ready to load on the new cancelling date the Charterers shall have the option of cancelling the Charter Party. The Charterers shall in any event declare whether they exercise any option of cancelling under sub-clause 2.3. no later than the time of the Vessel's readiness to load.	31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50	7.4. The Vessel shall be left in seaworthy trim for shifting between berths and ports. 7.5. Unless otherwise agreed, loading and/or discharging at two or more ports shall be effected in geographical rotation.	101 102 103 104
3. Subletting, Assigning	51	8. Notices of Readiness, Laytime, Demurrage/Despatch Money	105
The Charterers shall have the liberty of subletting or assigning this Charter Party to any individual or company, but the Charterers shall always remain responsible for the due fulfilment of all the terms and conditions of this Charter Party and shall warrant that any such sublet or assignment will not result in the Vessel being restricted in her future trading.	52 53 54 55 56 57	8.1. <u>Notice of Readiness</u>	106
4. Substitution	58	8.1.1. At each port of loading and discharging notice of readiness shall be given to the Charterers or their Agents when the Vessel is in all respects ready to load/discharge at the loading/discharging berth.	107 108 109 110
The Owners shall have liberty to substitute a Vessel, provided that such substitute Vessel's main particulars and position shall be subject to the Charterers' prior approval, which is not to be unreasonably withheld, but the Owners under this Charter Party shall remain responsible to the Charterers for the due fulfilment of this Charter Party. This Clause shall not apply if "No" inserted in Box 12.	59 60 61 62 63 64 65	8.1.2. If a loading/discharging berth is not designated or if such designated berth is not available upon the Vessel's arrival at or off the port, notice of readiness may be given upon arrival at the waiting place at or off the port. However, if the Vessel is at that time prevented from proceeding to the loading/discharging berth due to her inefficiency, weather, tidal conditions, strikes of tugs or pilots or mandatory regulations, notice of readiness may be given only when such hindrance(s) has (have) ceased.	111 112 113 114 115 116 117 118 119
5. Cargo	66	8.1.3. Notice of readiness may be given on any day at any time.	120
		8.2. <u>Laytime</u>	121
		8.2.1. The laytime shall commence when notice of readiness has been given and after expiration of notice time, if any, provided for in Box 18. Should the Vessel arrive at the (first) loading port and be ready to load before the date stated in Box 9, the Charterers shall have the right to start loading. The Charterers shall also have the right to load/discharge before the expiration of notice time. In either event, during such periods only time actually used shall count as laytime or as time on demurrage.	122 123 124 125 126 127 128 129 130
		8.2.2. The notice time shall run continuously.	131
		8.2.3. The notice time, if any, shall only apply at first or sole loading	132

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and discharging port, respectively.	133	charging berth on the Vessel's arrival off the port, or if such berth	206
8.2.4. If total time for loading and discharging has been agreed in	134	should not be available, the Vessel is to wait at a suitable place	207
Box 19 notice time, if any, at port of discharge shall be applied	135	at or off the port.	208
whether the Vessel be on demurrage or not on sailing from the (last)	136	The Charterers shall have the right to designate a safe waiting	209
loading port.	137	place, otherwise the Master shall choose a waiting place using due	210
8.2.5. <u>Separate laytime</u> . - The cargo shall be loaded within the number	138	diligence to minimize extra shifting costs provided for in sub-	211
of hours/days of 24 consecutive hours or at the average loading rate	139	clause 9.4.	212
per day of 24 consecutive hours as stated in Box 19a).	140		
The cargo shall be discharged within the number of hours/days of	141	9.3. The Charterers shall have the right to load and/or discharge at	213
24 consecutive hours or at the average discharging rate per day of	142	two berths at each port or place subject to sub-clause 9.4.	214
24 consecutive hours as stated in Box 19b).	143		
8.2.6. <u>Total laytime</u> . -The cargo shall be loaded and discharged within	144	9.4. <u>Shifting</u> . - Costs of moving the Vessel, including bunkers, in	215
the number of hours/days of 24 consecutive hours stated in Box 19c).	145	excess of those which would have been incurred if the Charterers	216
8.2.7. In the case of loading and/or discharging at more than one	146	had nominated a free loading or discharging berth on arrival, pro-	217
berth, laytime shall run continuously as if loading/discharging had been	147	vided the Vessel arrives on or after the date stated in Box 9, and/or	218
effected at one berth only but without prejudice to sub-clause 8.3.	148	if all cargo had been loaded or discharged during one operation at	219
		the first berth only other than a lightening place off the port, shall be	220
		for the Charterers' account unless caused by the Vessel's default.	221
		Other costs on board the Vessel including wages and officers' and	222
		crew's overtime charges to be for the Owners' account.	223
8.3. <u>Suspension of Laytime</u>	149		
8.3.1. Unless the Vessel is on demurrage, laytime shall not count	150	9.5. The Owners or the Master shall in due time prior to commence-	224
(i) during periods excepted as per Boxes 20 and 21, unless used,	151	ment of loading submit to the Charterers (or their nominees) at the	225
in which case only time actually used shall count;	152	loading port a loading plan which shall be based on a reasonable	226
(ii) for the duration of bad weather or sea conditions which actually	153	number of shiftings between hatches and also meet applicable rules	227
prevent the Vessel's loading, discharging or the shifting between	154	and regulations, including IMCO Code(s). The Charterers shall inform	228
loading/discharging berths of the Vessel;	155	the Owners/Master of any special composition of cargo required in	229
(iii) if so provided for in Clause 14.	156	sufficient time to permit the Owners/Master to work out and submit	230
8.3.2. Time shall not count as laytime or as time on demurrage whilst	157	such loading plan.	231
Vessel actually moving from waiting place whether at or off the port	158		
or from a lightening place off the port, until the Vessel is securely	159	9.6. Prior to loading, the Vessel's holds shall be adequately cleaned	232
moored at the designated loading/discharging berth.	160	for loading the contracted cargo.	233
8.3.3. Time lost due to inefficiency or any other cause attributable	161		
to the Vessel, her Master, her crew or the Owners shall not count	162	9.7. The Charterers shall, always within the capacity of the loading	234
as notice time or as laytime or as time on demurrage to the extent	163	installations, load and trim the cargo as per the loading plan, free	235
that loading or discharging or the matters covered by sub-clause	164	of any risk, liability and expense to the Vessel. Any extra trimming	236
8.4.1. are thereby affected.	165	and/or levelling required by the Master or Owners shall be per-	237
8.3.4. If pursuant to Clause 9.13. the Vessel has to vacate the loading/	166	formed at the Owners' expense and any time lost thereby shall not	238
discharging berth, notice time or laytime or time on demurrage	167	count as laytime/demurrage. Discharging, including shovel cleaning,	239
shall not count from that time until she be in all respects ready to	168	shall be effected by the Charterers free of any risk, liability and	240
load/discharge and notification has been given to the Charterers	169	expense to the Vessel.	241
accordingly.	170		
8.3.5. If due to the matters referred to in sub-clauses 8.3.3. or 8.3.4.,	171	9.8. The Vessel shall move along any one berth, as reasonably	242
the Vessel loses her turn, time shall count again only as from 24	172	required by the Charterers, solely for the purpose of making any	243
hours after notification of the Vessel's new readiness has been given	173	hatch or hatches available to the loading/discharging appliances at	244
to the Charterers or when loading/discharging resumes whichever	174	that berth, and costs on board the Vessel including bunkers, wages	245
may be the sooner.	175	and officers' and crew's overtime charges shall be for the Owners'	246
		account. However, the costs of any necessary outside services shall	247
		be for the Charterers' account. Laytime or time on demurrage shall	248
		not be interrupted thereby.	249
8.4. <u>Termination of Laytime</u>	176		
8.4.1. Laytime/Demurrage shall stop counting on completion of:	177	9.9. The Vessel shall work day and night and during any time as may	250
(a) loading/discharging at the relevant port, (b) cargo documentation	178	be excepted as per Box 20 and Box 21, as required by the Charterers.	251
and/or draft survey for determination of cargo weight, (c) repairs to	179		
stevedore damage under Clause 10.2., whichever may be the later.	180	9.10. The Vessel shall, at her own risk and expense, open and close	252
8.4.2. If required, the Vessel shall leave the berth as soon as possi-	181	hatches prior to and after loading/discharging and also during load-	253
ble within her control on completion of loading/discharging, failing	182	ing/discharging as may be required by the Charterers to protect the	254
which the Charterers shall be entitled to proved damages provided	183	cargo, provided local shore regulations permit. If same, however, is	255
that if she then has to wait for reasons (b) and/or (c) above, there	184	not permitted by local shore labour regulations, shore labour is to	256
must be a place available at which she can safely wait, and any	185	be employed by the Charterers at their risk, liability and expense.	257
extra expenses shall be for the Charterers' account.	186	The Vessel shall furnish and give free use of sufficient light for deck	258
		and holds, as on board.	259
8.5. <u>Demurrage/Despatch Money</u>	187		
8.5.1. Demurrage accrued under this Charter Party shall be con-	188	9.11. The Charterers shall have the right to order the Vessel to leave	260
sidered as constituting liquidated damages for exceeding the laytime	189	without having loaded a full cargo, always provided that the Vessel	261
provided for herein. However, if the Vessel has been on demurrage	190	be in seaworthy condition and that the Charterers pay deadfreight	262
for 15 days or more and no cargo has been loaded, the Owners shall	191	according to Clause 13.7.	263
have the option of cancelling this Charter Party. No claim which the	192		
Owners may otherwise have against the Charterers shall be pre-	193	9.12. Overtime for loading and discharging to be for the account of	264
judiced by the Owners exercising their option of cancelling.	194	the party ordering the same. If overtime be ordered by Port Author-	265
8.5.2. Demurrage shall be due and payable by the Charterers day by	195	ities or any other Governmental Agencies, the Charterers to pay any	266
day at the rate specified in Boxes 22 and 23 and in the manner pro-	196	extra expenses incurred. Officers' and crew's overtime charges	267
vided for in Box 29.	197	always to be paid by the Owners.	268
8.5.3. Despatch money, if agreed upon in Box 24, shall be paid	198		
promptly by the Owners to the Charterers at half the demurrage rate	199	9.13. In the event of loading/discharging being impossible due to	269
or as otherwise agreed upon in Box 24 for laytime saved in loading	200	inefficiency or any other cause attributable to the Vessel, her Master,	270
and/or discharging.	201	her crew or the Owners and such impossibility continuing for more	271
		than three consecutive hours, the Charterers shall have the right to	272
9. <u>Loading and Discharging</u>	202	order the Vessel to vacate the berth and shifting from and back to	273
		berth shall be at the Owners' expense and time.	274
9.1. The Vessel shall be loaded and discharged as and where ordered	203		
by the Charterers.	204	10. <u>Stevedore Damage</u>	275
9.2. If the Charterers have not nominated a suitable loading or dis-	205		

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10.1. 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 to obtain the Stevedores' written acknowledgment of liability and to settle stevedore damage claims direct with the Stevedores.	276 277 278 279 280 281 282	entitled to deduct from the freight any freight advances made as per sub-clause 13.6., despatch money and extra insurance, provided properly documented, as per Clause 11.4.	341 342 343
10.2. The Charterers have the right to perform any repairs of stevedore damage at any moment prior to or before the completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness before the Vessel sails from the port where such damage was caused.	283 284 285 286 287	13.6. <u>Freight Advances</u> . - The Owners shall put the Agents at the loading port(s) in funds to cover the Vessel's ordinary disbursements for Owners' account, prior to the Vessel's sailing from the port(s) of loading. Otherwise the amount shall be advanced by Charterers and be endorsed upon Bills of Lading as advance freight, with the addition of 3 per cent. to cover interest, commission and the cost of insurance.	344 345 346 347 348 349 350
11. Dues, Taxes and Charges, Extra Insurance	288	13.7. <u>Deadfreight</u> . - If the Charterers fail to supply a cargo as specified in Box 13, deadfreight shall be payable but the Charterers shall not be bound to supply cargo in excess of any quantity stated by the Owners as the Vessel's capacity made available to the Charterers. The laytime shall be calculated on that quantity. The Owners/Master shall be entitled to clause Bills of Lading for any deadfreight due. If the Shippers/Suppliers state in writing that no more cargo will be shipped, the Owners shall not need to have any such statement confirmed by the Charterers.	351 352 353 354 355 356 357 358 359 360
11.1. <u>On the Vessel</u> . - The Owners shall pay all dues, duties, taxes and other charges customarily levied on the Vessel, howsoever the amount thereof may be assessed.	289 290 291	14. Strikes and Other Hindrances	361
11.2. <u>On the cargo</u> . - 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.	292 293 294	In the event of any of the causes referred to in Clause 21.2. either preventing or delaying or, being already in existence, threatening to prevent or delay the loading of the cargo intended for the Vessel, or its discharging, the following provisions shall apply:	362 363 364 365
11.3. <u>On the freight</u> . - Taxes levied on the freight shall be paid by the Owners or the Charterers as agreed in Box 25.	295 296	14.1. <u>Loading Port</u> . - When the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Owners may ask the Charterers to declare that they agree to count the laytime as if there were to be no such hindrance. Unless the Charterers have given such declaration in writing (by telegram or telex if necessary) on the second business day after receipt of the request, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded the Vessel must carry it to the port of discharge (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for the Owners' own account, but the Owners are entitled to keep the Vessel waiting at the loading port without time counting. In case of more than one loading port and if the causes referred to above do not prevent the loading in all ports, the Charterers are entitled to order the Vessel to proceed to the second or subsequent port and there to load a full cargo; in such event, the Owners are not entitled to cancel the Charter Party as hereabove stipulated.	366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383
11.4. <u>Extra Insurance</u> . - Any extra insurance on cargo actually paid by the Charterers owing to Vessel's age, class, flag or ownership shall be for the Owners' account and may be deducted from the freight. The Charterers shall furnish evidence of payment supporting any such deduction. Unless a maximum amount has been agreed in Part 1, such extra insurance shall not exceed the lowest extra premium which would be charged for the Vessel and voyage in the London insurance market.	297 298 299 300 301 302 303 304	14.2. <u>Discharging Port</u> . - On or after the Vessel's arrival at or off the port of discharge, the Vessel shall wait until any such hindrance is at an end, the Charterers paying half demurrage after expiration of the laytime (unless the Vessel is already on demurrage in which event full demurrage remains payable) full demurrage being payable from the moment when the hindrance is at an end. The Charterers shall have the option at any time of ordering the Vessel to another safe port within 600 nautical miles' distance where she can safely discharge without being detained by any cause enumerated above. Shifting time shall count as laytime or as full demurrage time as the case may be. The Charterers shall reimburse the Owners additional port charges including pilotage and canal dues, if any, incurred thereby; however, the Owners shall bear the costs of bunkers consumed. All conditions of this Charter Party and/or of the Bills of Lading issued hereunder shall apply to the delivery of the cargo at the substituted port and the Owners shall receive the same freight as if the cargo had been discharged at the original destination.	384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401
12. Agents	305	15. Ice	402
At the port(s) of loading the Vessel shall be consigned to the Agents as stated in Box 26 and at the port(s) of discharge to the Agents as stipulated in Box 27, the Owners always paying the customary fees.	306 307 308	<u>Loading Port</u>	403
13. Freight	309	15.1. If the Vessel cannot reach the loading port by reason of ice when she is ready to proceed from her last port, or at any time during the voyage, or on her arrival, or if frost sets in after her arrival, the Master - for fear of the Vessel being frozen in - is at liberty to leave without cargo; in such cases this Charter Party shall become null and void.	404 405 406 407 408 409
The freight at the rate stated in Box 28 shall be calculated on intaken quantity.	310 311	15.2. If during the loading the Master, for fear of the 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 with cargo for the Owners' own account to any	410 411 412 413
13.1. <u>Prepaid</u> . - If according to Boxes 28 or 29 freight is to be paid on shipment, it shall be deemed earned and non-returnable Vessel and/or cargo lost or not lost. Bills of Lading showing "Freight prepaid" or the like shall not be released until the freight has been duly paid.	312 313 314 315 316		
13.2. <u>After shipment</u> . - If according to Box 29 freight shall be payable within a number of days after shipment, the freight shall be deemed earned as per sub-clause 13.1. In such case Bills of Lading shall not be endorsed "Freight prepaid" or the like, unless the freight has been paid.	317 318 319 320 321		
13.3. <u>Partly on Delivery</u> . - If according to Boxes 28 or 29 a percentage of the freight shall be payable as per sub-clauses 13.1. or 13.2. the balance shall be paid as per sub-clause 13.4. However, in such case the total freight shall be deemed earned as per sub-clause 13.1. and the Charterers shall not have the option referred to in sub-clause 13.4.1.	322 323 324 325 326 327		
13.4. <u>On Delivery</u> . - If according to Boxes 28 or 29 freight is payable at destination or on right and true delivery of the cargo, it shall not be deemed earned until the cargo is thus delivered.	328 329 330		
13.4.1. <u>On Delivered Weight</u> . - When the freight is payable on delivery of cargo the Charterers shall have the option of paying freight on delivered weight, provided such option be declared in writing before breaking bulk and the weight be ascertained by official weighing machine, otherwise by joint draught survey. The Charterers shall pay all costs incurred in connection with weighing or draught survey. The Owners shall be at liberty to appoint check clerks at their own expense.	331 332 333 334 335 336 337 338		
13.5. <u>Deductions</u> . - The freight shall be paid in cash without discount in the manner described in Box 29. The Charterers shall only be	339 340		

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port or ports including the port of discharge. Any part cargo thus loaded under this Charter Party is to be forwarded to destination at the Vessel's expense against payment of the agreed freight, provided that no extra expenses be thereby caused to the Charterers, freight being paid on the quantity delivered (in proportion if lump sum), all other conditions as per Charter Party.	414 415 416 417 418 419	filment of the Charter Party. In the event of cargo being discharged at any such other port, the Owners shall be entitled to freight as if the discharge had been effected at the port or ports named in the Bill(s) of Lading, or to which the Vessel may have been ordered pursuant thereto.	487 488 489 490 491
15.3. In the case of more than one loading port, and if one or more of the ports are closed by ice, the Master or Owners are to be at liberty either to load the part cargo at the open port and fill up elsewhere for the Owners' own account as under sub-clause 15.2. or to declare the Charter Party null and void, unless the Charterers agree to load full cargo at the open port.	420 421 422 423 424 425	16.5. (a) The Vessel shall have liberty to comply with any directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, destination, zones, waters, discharges, delivery or in any other wise whatsoever (including any direction or recommendation not to go to the port of destination or to delay proceeding thereto or to proceed to some other port) given by any Government or by any belligerent or by any organized body engaged in civil war, hostilities or warlike operations or by any person or body acting or purporting to act as or with the authority of any Government or belligerent or of any such organized body or by any committee or person having under the terms of the war risks insurance on the Vessel, the right to give any such directions or recommendations. If, by reason of or in compliance with any such direction or recommendation, anything is done or is not done, such shall not be deemed a deviation.	492 493 494 495 496 497 498 499 500 501 502 503 504 505
<u>Voyage and Discharging Port</u>	426	(b) If, by reason of or in compliance with any such directions or recommendations, the Vessel does not proceed to the port or ports named in the Bill(s) of Lading or to which she may have been ordered pursuant thereto, the Vessel may proceed to any port as directed or recommended or to any safe port which the Owners in their discretion may decide on and there discharge the cargo. Such discharge shall be deemed to be due fulfilment of the Charter Party and the Owners shall be entitled to freight as if discharge had been effected at the port or ports named in the Bill(s) of Lading or to which the Vessel may have been ordered pursuant thereto.	506 507 508 509 510 511 512 513 514 515
15.4. Should ice prevent the Vessel from reaching the port of discharge, the Charterers 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 are to be given within 48 hours after the Owners or Master have given notice to the Charterers of the impossibility of reaching the port of destination.	427 428 429 430 431 432 433 434	16.6. All extra expenses (including insurance costs) involved in discharging cargo at the loading port or in reaching or discharging the cargo at any port as provided in Clauses 16.4. and 16.5.(b) hereof shall be paid by the Charterers and/or cargo owners, and the Owners shall have a lien on the cargo for all moneys due under these Clauses.	516 517 518 519 520 521
15.5. If during discharging the Master, for fear of the 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 the Charterers as soon as possible, but not later than 24 running hours, Sundays and holidays excluded, of receipt of the Owners' request for nomination of a substitute discharging port, failing which the Master will himself choose such port.	435 436 437 438 439 440 441 442	17. Lien	522
15.6. 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 is to be increased in proportion.	443 444 445 446 447 448	The Owners shall have a lien on the cargo for freight, deadfreight, demurrage and damages for detention. The Charterers shall remain responsible for deadfreight and demurrage (including damages for detention), incurred at port of loading. The Charterers shall also remain responsible for freight and demurrage (including damages for detention) incurred at port of discharge, but only to such extent as the Owners have been unable to obtain payment thereof by exercising the lien on the cargo.	523 524 525 526 527 528 529 530
16. War Risks ("Voywar 1950")	449	18. Liberty	531
16.1. In these Clauses "war risks" shall include any blockade or any action which is announced as a blockade by any Government or by any belligerent or by any organized body, sabotage, piracy, and any actual or threatened war, hostilities, warlike operations, civil war, civil commotion, or revolution.	450 451 452 453 454	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 oil fuel supplies, and to deviate for the purpose of saving life or property, or for any other reasonable purpose whatsoever.	532 533 534 535
16.2. If at any time before the Vessel commences loading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterers, to cancel this Charter Party.	455 456 457 458 459	19. Both-to-Blame Collision Clause	536
16.3. The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Bill(s) of Lading for any adventure on which or any port at which it appears that the Vessel, her Master and crew or her cargo will be subjected to war risks. In the event of the exercise by the Master of his right under this Clause after part or full cargo has been loaded, the Master shall be at liberty either to discharge such cargo at the loading port or to proceed therewith. In the latter case the Vessel shall have liberty to carry other cargo for Owners' benefit and accordingly to proceed to and load or discharge such other cargo at any other port or ports whatsoever, backwards or forwards, although in a contrary direction to or out of or beyond the ordinary route. In the event of the Master electing to proceed with part cargo under this Clause freight shall in any case be payable on the quantity delivered.	460 461 462 463 464 465 466 467 468 469 470 471 472 473	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 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 loss of, or damage to, or any claim whatsoever of the owners of 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.	537 538 539 540 541 542 543 544 545 546 547 548
16.4. If at the time the Master elects to proceed with part or full cargo under Clause 16.3. or after the Vessel has left the loading port, or the last of the loading ports if more than one, it appears that further performance of the Charter Party will subject the Vessel, her Master and crew or her cargo, to war risks, the cargo shall be discharged, or if the discharge has been commenced shall be completed, at any safe port in vicinity of the port of discharge as may be ordered by the Charterers. If no such orders shall be received from the Charterers within 48 hours after the Owners have despatched a request by telegram or telex to the Charterers for the nomination of a substitute discharging port, the Owners shall be at liberty to discharge the cargo at any safe port which they may, in their discretion, decide on and such discharge shall be deemed to be due fulfilment	474 475 476 477 478 479 480 481 482 483 484 485 486	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.	549 550 551 552
		20. General Average and New Jason Clause	553
		General Average shall be adjusted and settled at the place indicated in Box 30 according to the York/Antwerp Rules, 1974, or any modification thereof, but if, notwithstanding the provisions specified in Box 30, the adjustment is made in accordance with the law and	554 555 556 557

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practice of the United States of America, the following clause shall apply:	558		
"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, Owners are not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with 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 Owners, salvage shall be paid for as fully as if the said salving Vessel or vessels belonged to strangers. Such deposit as 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 Owners before delivery".	559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574		
21. Responsibilities and Immunities	575		
21.1.1. The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Contract and to any Bill of Lading issued hereunder. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.	576 577 578 579 580 581 582 583 584		
21.1.2. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - The Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply.	585 586 587 588		
21.1.3. The Owners shall in no case be responsible for loss of or damage to cargo howsoever arising prior to loading into and after discharge from the Vessel or while the goods are in the charge of another owner nor in respect of deck cargo and live animals. This sub-clause shall not detract from the Owners' obligations under Clause 4.	589 590 591 592 593 594		
21.2. Save to the extent otherwise in this Charter Party expressly provided, neither party shall be responsible for any loss or damage or delay or failure in performance hereunder resulting from Act of God, war, civil commotion, quarantine, strikes, lockouts, arrest or restraint of princes, rulers and peoples or any other event whatsoever which cannot be avoided or guarded against.	595 596 597 598 599 600		
22. Bills of Lading	601		
22.1. Bills of Lading are to be signed as per the "Orevoybill" Bill of Lading without prejudice to this Charter Party, and the Charterers hereby indemnify the Owners against all liabilities that may arise from the signing of Bills of Lading as presented to the extent that the terms of such Bills of Lading impose more onerous liabilities upon the Owners than those assumed by the Owners under the terms of this Charter Party. Neither the Owners nor their Servants shall be required to sign or endorse Bills of Lading showing freight prepaid unless and until the freight due to the Owners has actually been paid.	602 603 604 605 606 607 608 609 610 611		
22.2. The Master may be required to sign separate Bills of Lading for cargo in different holds or for parcels properly separated upon shipment by the Charterers or their Agents, the Owners not being answerable for separate delivery, nor for the cost of cargo short-delivered (if any) provided all the cargo taken on board is delivered.	612 613 614 615 616		
23. Law and Arbitration	617		
23.1. Unless otherwise agreed in Box 31, this Charter Party shall be governed by English Law and any dispute arising out of this Charter Party or any Bill of Lading issued thereunder shall be referred to arbitration in London, one arbitrator being appointed by each party, in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. On the receipt by one party of the notification in writing of the appointment of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days failing which the decision of the single arbitrator appointed shall apply. If two arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.	618 619 620 621 622 623 624 625 626 627 628 629	23.2. If agreed and stated in Box 31, this Charter Party shall be governed by U.S. Law and all disputes arising out of this Charter Party or any Bill of Lading issued thereunder shall be arbitrated at New York in the following manner: One arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The arbitrators shall be commercial men. Such arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. For disputes where the total amount claimed by either party does not exceed U.S.\$ 3,500.00, or an amount as mutually agreed, the arbitration may be conducted in accordance with the Simplified Arbitration Procedure of the Society of Maritime Arbitrators Inc. if so desired by both parties.	630 631 632 633 634 635 636 637 638 639 640 641 642 643 644
		23.3. If agreed and stated in Box 31, any disputes arising out of this Charter Party or any Bill of Lading issued thereunder shall be referred to arbitration at the place or before the arbitration tribunal indicated in Box 31, subject to the law and procedures applicable there.	645 646 647 648 649
		24. Brokerage	650
		24.1. The brokerage as stated in Box 32 on freight and deadfreight shall be paid by the Owners and is deemed to be earned by the Brokers upon shipment of cargo.	651 652 653
		24.2. In case of cancellation pursuant to Clause 2.3., at least one third of the brokerage on the estimated amount of freight shall be paid by the Owners as indemnity to the Brokers.	654 655 656