

1. Place and date		NORTH AMERICAN FERTILIZER CHARTER PARTY 1978/88 CODE NAME: "FERTIVOY 88"			Part I
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 telegr. address(es)) (Cl. 2 & 4)		17. Sailing telegr. and ETA's (discharging) to (state telegr. 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
"Fertivoy 88" Charter Party

1. Preamble

It is this date mutually agreed between the Owners, Disponent Owners or Timecharter-Owners indicated in Box 2 (hereinafter referred to as Owners) of the Vessel named in Box 4 with particulars as indicated in Boxes 5 through 11, now in the position stated in Box 12 and expected ready to load under this Charter Party on about the date indicated in Box 13, and the party indicated as Charterers in Box 3, that the said Vessel being classed in the highest class of Lloyd's Register of Shipping or equivalent and warranted tight, staunch, and strong and in every way fitted for the voyage, so far as due diligence can make her so, shall with all convenient speed proceed to the loading port or ports indicated in Box 19 and there load the cargo stated in Box 18, which the Charterers bind themselves to supply, and being so loaded shall proceed to the discharge port or ports indicated in Box 24, and there deliver the cargo on being paid freight on intaken weight at the rate stated in Box 29.

2. Advance Notices (Loading)

(a) *Approximate date.* - At least fifteen (15) calendar days before the Vessel's readiness to load, the Master or Owners shall telegraph Charterers and/or Shippers as indicated in Box 16 stating the approximate date of the Vessel's readiness to load, the approximate quantity of cargo, and the Vessel's name.

(b) *Definite date.* - Unless otherwise agreed in Box 16 at least seven (7) calendar days before the Vessel's readiness to load the Master or Owners shall telegraph Charterers and/or Shippers as indicated in Box 16 stating the definite date of the Vessel's readiness to load, the exact quantity of cargo, and the Vessel's name.

Shippers shall load the quantity of cargo required by this Charter Party or so near thereto as Shippers can arrange without splitting contents of railroad cars.

The definite date of the Vessel's readiness to load shall not be earlier than the approximate date, unless otherwise agreed.

If the Vessel is ready at the loading port prior to the notified definite date of readiness to load, the laytime shall not commence earlier than 0800 hours on the notified definite date of Vessel's readiness to load.

(c) *Misrepresentation.* - If the Owners or the Master have misrepresented the size of the holds and/or the quantity of cargo the Owners shall be responsible for additional hire and/or demurrage on trucks, railcars and lighters proved to be incurred thereby.

If the Vessel is delayed for any reason whatsoever, with the exception of delays being the direct consequences of causes excused by Clause 35 and/or Clause 36 and unknown at the time when definite notice was given, for more than forty-eight (48) hours after 0800 hours on the definite date of Vessel's readiness to load declared according to Clause 2(b), the Owners shall pay the Shippers an amount of U.S.\$ 0.15 per ton of 1000 kilos on the Bill of Lading quantity for each commenced day after the expiration of the said forty-eight (48) hours but for a maximum of five (5) days. The amount payable to Shippers shall be in lieu of any and all extra expenses caused by the delay of the Vessel. The Shippers are entitled to ask and the Owners and/or the Master are obliged to give the reasons for the delay to be confirmed by certified extracts from Vessel's logbook.

No compensation according to this Clause shall be payable if the Charter Party (or if the Charter Party is for more than one voyage, the voyage so affected) is cancelled according to Clause 6, but the Shippers shall in that case maintain their right to claim damages for possible misrepresentation of the Vessel's position.

(d) *E.T.A.* - Seventy-two (72), forty-eight (48), and twenty-four (24) hours prior to Vessel's arrival at the loading port Vessel shall telegraph Charterers and/or Shippers as indicated in Box 16 stating Vessel's E(stimated) T(ime) of A(rrival) at the loading port pilot station, or if already at port of loading discharging inward cargo or for other reason, Vessel shall give corresponding notices when Vessel is expected to be ready to load the cargo under this Charter Party.

(e) If Box 4 calls for Vessel(s) to be nominated Owners to nominate performing Vessel(s) at least fifteen (15) calendar days before the Vessel's readiness to load.

3. Advance Notices (Discharging)

(a) *Sailing telegram.* - On completion of loading the Master, Owners or Agents shall telegraph to Receivers or their Agents as indicated in Box 17, stating date and time of sailing from last loading port, quantity of cargo, expected time of arrival and anticipated draught on arrival at the first discharging port.

(b) *E.T.A.* - 15 and 7 running days as well as seventy-two (72), forty-eight (48), and twenty-four (24) hours prior to Vessel's expected arrival at the discharging port(s) the Vessel shall telegraph to Receivers or their Agents as indicated in Box 17 stating the Vessel's E(stimated) T(ime) of A(rrival) at the discharging port(s), or if already at the discharging port(s) discharging other cargo or for other reason, the Vessel shall give corresponding notices when the Vessel is expected to be ready to discharge the cargo under this Charter Party.

4. Alteration in Readiness

The Master or Owners are to keep Charterers and/or Shippers as indicated in Box 16 and Receivers and/or their Agents as indicated in Box 17 continuously advised of any alteration in Vessel's readiness to load respectively discharge.

5. Laydays

Laydays are not to commence before 0800 hours on the date stated in Box 14 unless otherwise agreed.

6. Cancelling

(a) Should the Vessel not arrive at the loading port stated in Box 19 and be in all respects ready to load under this Charter Party by 1700 hours on the cancelling date stated in Box 15, the Charterers are to have the option of cancelling this Charter Party (or if the Charter Party is for more than one voyage, the voyage so affected), to be declared no later than the time of the Vessel's readiness to load.

(b) If it appears that the Vessel will be delayed beyond the cancelling date stated in Box 15, 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 Charterers asking whether they will exercise their option of cancelling the Charter Party (or if the Charter Party is for more than one voyage, the voyage so affected). The option must then be declared within five (5) running days of the receipt by Charterers of such notice, but not earlier than fifteen (15) days before the revised date of loadreadiness. If Charterers do not then exercise their option of cancelling, the seventh (7th) day after the readiness date stated in Owners' notice shall be regarded as a new cancelling date. This provision shall operate only once, and should the Vessel not arrive at the loading port stated in Box 19 and be in all respects ready to load under this Charter Party by 1700 hours on the new cancelling date, the Charterers are to have the option of cancelling the Charter Party (or if the Charter Party is for more than one voyage, the voyage so affected), to be declared no later than the time of Vessel's readiness to load.

7. Loading and Discharging

(a) *Cost.* - Cargo to be loaded, spout trimmed and discharged, free of risk and expense to the Vessel. The Master shall remain responsible for proper trimming with regard to the Vessel's seaworthiness. Trimming and/or leveling and/or filling required by the Master or Owners, except that which can be accomplished with the loading spout, shall be at Owners' expense and time.

(b) *Gear and Lights.* - Owners shall give free use, throughout the duration of loading and discharging of sufficient light (as onboard), and, unless Vessel is described in Box 11 as gearless, of all Vessel's winches, derricks, cranes, running gear and of sufficient motive power to operate all winches simultaneously. All such equipment to be in good working order up to tested capacity. In any event time lost on account of breakdowns of Vessel's gear essential to or affecting the loading or discharging of this cargo is not to count as laytime or time on demurrage, and any stevedore standby time charges shall be for Owners' account. Charterers and/or Receivers shall employ winchmen and/or crane drivers at their risk and expense.

(c) *Opening and Closing Hatches.* - At each loading and discharging port the Vessel's crew shall, for Owners' account, open and close hatches, remove and replace beams, if any, at all times before, after and during loading and discharging operations when and where required, provided local shore labour regulations permit. If same, however, is not permitted by local shore labour regulations, shore labour is to be employed for Charterers'/Shippers' or Receivers' account.

(d) Cargo requiring separate stowage of different grades is to be loaded into separate holds, and quantities are to be suitable to the capacity of holds and Vessel's trim. Separations other than by holds or the Vessel's other natural compartments, if required by Charterers, are to be for Charterers' account. If the Vessel has the option of completing with other cargo, such cargo is to be effectively separated at Owners' expense.

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(e) <i>Seaworthy Trim</i> . - Vessel is to be left in seaworthy trim for shifting between berths and ports.	141	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.	142	If the loading/discharging berth is not available on Vessel's arrival at or off the port of loading/discharging or so near thereunto 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, deep tanks, 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.	143 144 145 146 147 148 149 150 151	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
8. Weight Determination	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 deep tanks. 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	13. Time Counting	234
9. Bills of Lading	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	14. Laytime	239
10. Claims	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
11. Bagged and Deck Cargo	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
12. Notice of Readiness	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	15. Demurrage	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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16. Despatch Money	279	19. Dues, Taxes and Charges	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
17. Overtime	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	20. Payment of Freight	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	21. Agents	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
18. Berthing and Shifting	303	22. Brokerage	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	23. Re-Chartering	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	24. Extra Insurance	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	25. Deviation	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	26. Bunker Clause	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 deeptanks 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
		27. Lien and Cesser	412

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The Owners shall have a lien on the cargo for freight, deadfreight, demur-	413	sel being frozen in - is at liberty to leave without cargo; in such cases this	482
rage, and average contribution due to them under this Charter Party.	414	Charter Party shall be null and void.	483
Charterers' liability under this Charter Party is to cease on cargo being	415	(b) If during loading, the Master, for fear of Vessel being frozen in, deems it	484
shipped except for payment of freight, deadfreight and demurrage.	416	advisable to leave, he has liberty to do so with what cargo he has on board	485
		and to proceed to any other port with option of completing cargo for Owners'	486
28. General Average	417	own account to any port or ports including the port of discharge. Any part	487
General average shall be adjusted, stated and settled in New York, N.Y.,	418	cargo thus loaded under this Charter Party to be forwarded to destination at	488
U.S.A., according to York-Antwerp Rules 1974.	419	Vessel's expense against payment of the agreed freight, provided that no	489
		extra expenses be thereby caused to the Consignees, freight being paid on	490
29. New Jason and Both-to-Blame Collision Clauses	420	quantity delivered (in proportion if lump sum), all other conditions as per	491
The New Jason Clause and the Both-to-Blame Collision Clause as printed	421	Charter Party.	492
below, to be considered incorporated in this Charter Party and any Bill of	422	(c) In case of more than one loading port, and if one or more of the ports are	493
Lading issued hereunder.	423	closed by ice, the Master or Owners to be at liberty either to load the part	494
<i>New Jason Clause.</i> In the event of accident, danger, damage or disaster be-	424	cargo at the open port and fill up else where for the Owners' own account as	495
fore or after the commencement of the voyage, resulting from any cause	425	under sub-clause (b) or to declare the Charter Party null and void unless the	496
whatsoever, whether due to negligence or not, for which, or for the consequ-	426	Charterers agree to load full cargo at the open port.	497
ence of which, the Carrier is not responsible, by statute, contract or other-	427	<i>Voyage and Discharging Port</i>	498
wise, the goods, Shippers, Consignees or owners of the goods shall contri-	428	(d) Should ice prevent the Vessel from reaching the port of discharge, the	499
bute with the Carrier in general average to the payment of any sacrifices,	429	Charterers/Receivers shall have the option of keeping the Vessel waiting	500
losses or expenses of a general average nature that may be made or in-	430	until the re-opening of navigation and paying demurrage or of ordering the	501
curring and shall pay salvage and special charges incurred in respect of the	431	Vessel to a safe and immediately accessible port where she can safely	502
goods.	432	discharge without risk of detention by ice. Such orders to be given within 48	503
If a salving ship is owned or operated by the Carrier, salvage shall be paid	433	hours after the Owners or Master have given notice to the Charterers/Re-	504
for as fully as if the said salving ship or ships belonged to strangers. Such	434	ceivers of impossibility of reaching port of destination.	505
deposit as the Carrier or his Agents may deem sufficient to cover the esti-	435	(e) If during discharging, the Master, for fear of Vessel being frozen in,	506
mated contribution of the goods and any salvage and special charges	436	deems it advisable to leave, he has liberty to do so with what cargo he has	507
thereon shall, if required, be made by the goods, Shippers, Consignees or	437	on board and to proceed to the nearest safe and accessible port. Such port	508
owners of the goods to the Carrier before delivery.	438	to be nominated by Charterers/Receivers as soon as possible, but not later	509
<i>Both-to-Blame Collision Clause.</i> If the Vessel comes into collision with ano-	439	than 24 running hours, Sundays and holidays excluded, of receipt of Ow-	510
ther ship as a result of the negligence of the other ship and any act, neglect	440	ners' request for nomination of a substitute discharging port, failing which	511
or default of the Master, Mariner, Pilot or the servants of the Carrier in the na-	441	the Master will himself choose such port.	512
avigation or in the management of the Vessel, the owners of the cargo carried	442	(f) On delivery of the cargo at such port, all conditions of the Bill of Lading	513
hereunder will indemnify the Carrier against all loss or liability to the other or	443	shall apply and the Owners shall receive the same freight as if the Vessel	514
non-carrying ship or her Owners in so far as such loss or liability represents	444	had discharged at the original port of destination, except that if the distance	515
loss of, or damage to, or any claim whatsoever of the owners of said cargo,	445	to the substitute port exceeds 100 nautical miles the freight on the cargo	516
paid or payable by the other or non-carrying ship or her Owners to the	446	delivered at that port to be increased in proportion.	517
owners of said cargo and set-off, recouped or recovered by the other or	447		
non-carrying ship or her Owners as part of their claim against the carrying	448	32. Canadian Clause Paramount	518
Vessel or Carrier. The foregoing provisions shall also apply where the	449	If the Vessel loads in Canada, the Canadian Clause Paramount shall be in-	519
Owners, operators or those in charge of any ship or ships or objects other	450	corporated in all Bills of Lading and shall read as follows:	520
than, or in addition to, the colliding ships or objects are at fault in respect of	451	This Bill of Lading, so far as it relates to the carriage of goods by water, shall	521
a collision or contact.	452	have effect, subject to the provisions of the Carriage of Goods by Water Act,	522
		1970, Revised Statutes of Canada, Chapter C-15, enacted by the Parliament	523
30. War Risks	453	of the Dominion of Canada, or any statutory re-enactment thereof, which	524
(a) No Bills of Lading to be signed for any blockaded port and if the port of	454	shall be deemed to be incorporated herein, and nothing herein contained	525
discharge be declared blockaded after Bills of Lading have been signed, or	455	shall be deemed a surrender by the carrier of any of its rights or immunities,	526
if the port to which the Vessel has been ordered to discharge, either on sign-	456	or an increase of any of its responsibilities or liabilities under the said Act. If	527
ing Bills of Lading or thereafter, be one to which the Vessel is or shall be pro-	457	any term of this Bill of Lading be repugnant to said Act to any extent, such	528
hibited from going by the Government of the Nation under whose flag the	458	term shall be void to that extent, but no further.	529
Vessel sails or by any other Government, the Owner shall discharge the	459		
cargo at any other port covered by this Charter Party as ordered by the	460	33. U.S.A. Clause Paramount	530
Charterers (provided such other port is not a blockaded or prohibited port	461	If the Vessel loads in the U.S.A., the U.S.A. Clause Paramount shall be incor-	531
as above mentioned) and shall be entitled to freight as if the Vessel had	462	porated in all Bills of Lading and shall read as follows:	532
discharged at the port or ports of discharge to which she was originally	463	This Bill of Lading shall have effect subject to the provisions of the Carriage	533
ordered.	464	of Goods by Sea Act of the United States, approved April 16, 1936, which	534
(b) The Vessel shall have liberty to comply with any orders or directions as	465	shall be deemed to be incorporated herein, and nothing herein contained	535
to departure, arrival, routes, ports of call, stoppages, destination, delivery or	466	shall be deemed a surrender by the carrier of any of its rights or immunities	536
otherwise howsoever given by the Government of the Nation under whose	467	or an increase of any of its responsibilities or liabilities under said Act. If any	537
flag the Vessel sails or any department thereof, or by any other Government	468	term of this Bill of Lading be repugnant to said Act to any extent, such term	538
or any department thereof, or any person acting or purporting to act with the	469	shall be void to that extent, but no further.	539
authority of such Government, or any department thereof, or by any commit-	470		
tee or person having, under the terms of the War Risks Insurance on the	471	34. Water Pollution Clause	540
Vessel, the right to give such orders or directions and if by reason of and in	472	Any time lost on account of Vessel's non-compliance with Government and/	541
compliance with any such orders or directions anything is done or is not	473	or State and/or Provincial regulations pertaining to water pollution shall not	542
done, the same shall not be deemed a deviation, and delivery in accord-	474	count as laytime or time on demurrage.	543
ance with such orders or directions shall be a fulfilment of the contract	475		
voyage and the freight shall be payable accordingly.	476	35. Strikes, Stoppages, etc.	544
		(a) <i>Port of Loading</i>	545
31. Ice	477	(i) The parties hereto mutually exempt each other from all liability (except as	546
<i>Loading Port</i>	478	hereinafter provided) arising from or for time lost through riots, strikes, lock-	547
(a) If the Vessel cannot reach the loading port by reason of ice when she is	479	outs of workmen, or disputes between masters and men at the mines, on	548
ready to proceed from her last port, or at any time during the voyage, or on	480	railroads or at loading port(s) or by reason of accidents to mines, railroads	549
her arrival, or if frost sets in after her arrival, the Master - for fear of the Ves-	481	or machinery, obstructions in harbours (not including congestion of ship-	550

PART II
"Fertivoy 88" Charter Party

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

(ii) In the event of any stoppages arising from any of the aforesaid causes affecting the loading of the cargo or any part of it 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 Master or Owners may ask the Charterers to declare that they agree to reckon the laydays as if there were no such stoppage(s) or, alternatively, to declare an alternative loading port. Unless Charterers have given such declaration in writing (by telegram, if necessary) within twenty-four (24) hours, Owners shall have the option of cancelling the Charter Party (or if the Charter Party is for more than one voyage, the voyage so affected), such option to be declared within 5 working days. In the event that the Charterers direct the Vessel to an alternative loading port, any additional charges or expenses including compensation for Vessel's time incurred by reason of the change in loading port, to be for Charterers' account. If part cargo has already been loaded, the Vessel may proceed with same (freight payable on loaded quantity only) having liberty to complete with other cargo on the way, for her own account.

(iii) In the event of any stoppage or stoppages arising from any of the aforesaid causes - other than riots, strikes, lock-outs of workmen, disputes between masters and men at the mines, on railroads or at loading port(s), interruption of the fuel supply of shippers or suppliers of cargo, frost and fogs - affecting the loading of the cargo or any part of it and the Vessel is already on demurrage when such stoppage or stoppages occur and provided no cargo shall have been loaded on board, the Charterers may give not less than forty-eight (48) hours telegraphic notice, expiring not earlier than five (5) days after the Vessel has been on demurrage, that they wish to cancel the Charter Party (or if the Charter Party is for more than one voyage, the voyage so affected) unless Owners agree to maintain the Charter Party with no demurrage being incurred for the remainder of the time lost through said stoppage or stoppages. In either case demurrage shall be payable until expiration of the aforesaid notice. If part cargo has already been loaded, Charterers may order the Vessel to proceed with the quantity loaded paying freight on the quantity loaded subject to a minimum of 2/3rds of the quantity declared in accordance with Clause 2(b), in which case demurrage is to be paid until such time as the Vessel has been given orders to proceed, or Charterers may discharge such part cargo at the loading port and notify Owners of their wish to cancel in the same manner as stated above in the case where no cargo has been loaded, in which case demurrage shall be payable to the expiration of the notice period or, if the part cargo is to be discharged, to the completion of discharge, whichever shall last occur. In the event that the Vessel is ordered to proceed with less than 2/3rds of the quantity declared in accordance with Clause 2(b), Charterers are to have the right to complete with other lawful cargoes for their own account, Charterers paying any additional charges or expenses including compensation for any additional time used by the Vessel by reason of taking the completion cargo at the rate of demurrage specified in Box 22.

(b) Port of Discharge

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

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

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

of Lading issued hereunder shall apply to the delivery of the cargo at such substitute port, and the Owners shall receive the same freight as if the cargo had been 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 the substitute port to be increased in proportion.

36. Exceptions

Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the Vessel seaworthy and to have her properly manned, equipped and supplied and neither the Vessel nor her Master or Owners shall be or shall be held liable for any loss or damage or delay to the cargo for causes excepted by the Canadian Carriage of Goods by Water Act, 1970 or the U. S. Carriage of Goods by Sea Act, 1936.

Neither the Vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charter Party expressly provided, be responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting from: - The acts of God, public enemies, wars, the restraints of rulers, princes and people, strike or lock-out of crew, pirates, robbers and arrests, fires on land or sea, floods, blockades, riots, insurrections, Civil Commotions, earthquakes, explosions, barratry of Master or crew, stranding, collision and every danger and accident of the sea, river, machinery, boilers, navigation and latent defects in the hull or machinery of whatever nature or kind; but nothing in the Charter Party shall exempt the Owners from liability for failure to perform any of the duties imposed on carriers by the Canadian Carriage of Goods by Water Act, 1970 or the U.S. Carriage of Goods by Sea Act, 1936.

37. Law and Arbitration

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

*) 37.1. This Charter Party shall be governed by English law and any dispute arising out of this Charter Party 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 nomination in writing 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.

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

*) 37.3. Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 34 subject to the law and procedures applicable there.

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

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