

1. Shipbroker		THE BALTIC AND INTERNATIONAL MARITIME COUNCIL SCANDINAVIAN VOYAGE CHARTER 1956 (To be used for fixtures with Scandinavian Charterers for trades for which no other approved form specially drafted for the trade in question is in force) CODE NAME: "SCANCON"		PART I
		2. Place and date		
3. Owners/Principal place of business (Cl. 1)		4. Charterers/Principal place of business (Cl. 1)		
5. Vessel's name and type (Cl. 1)		6. Flag (Cl. 1)		
7. When built (Cl. 1)		8. Class (Cl. 1)		
9. Cubic feet grain/bale capacity (Cl. 1)		10. Deadweight cargo carrying capacity in tons (abt.) (Cl. 1)		
11. Present position (Cl. 1)		12. Expected ready to load (abt.) (Cl. 1)		
13. Loading port (Cl. 1)				
14. Cargo (description of cargo and quantity (state number of tons of 1000 or 1016 kilos (if no indication is made, 1000 kilos to apply)); also state margin) (Cl. 1)				
15. Discharging port (Cl. 1)				
16. Freight rate (state also whether tons of 1000 or 1016 kilos to apply and whether freight is payable on delivered or intaken quantity) (Cl. 2)		17. Cancelling date (Cl. 6)		
		18. Loading and discharging expenses (state alternative (a) or (b) of Cl. 7) (Cl. 7)		
19. Advance notice (loading) (running days) (Cl. 8)	20. Earliest loading date (Cl. 8)	21. 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. 9)		
22. Demurrage rate (loading and discharging) (Cl. 10)		a) Laytime for loading		
23. Brokerage commission and to whom payable (Cl. 17)		b) Laytime for discharging		
		c) Total laytime for loading and discharging		
24. Shippers		25. Receivers		
26. Nos. 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 consisting of PART I including additional clauses, if any agreed and stated in Box 26 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)

PART II
"SCANCON" SCANDINAVIAN VOYAGE CHARTER 1956
(as amended 1962 and 1993)

1. Preamble

It is mutually agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5 and with particulars as specified in Boxes 6 to 9 and carrying about the number of tons of deadweight cargo stated in Box 10, now in position as stated in Box 11 and expected ready to load under this Charter about the date indicated in Box 12, and the party mentioned as the Charterers in Box 4:

That the said Vessel shall proceed to the loading port named in Box 13 or if prevented from entering such port by unforeseeable hindrances then so near thereto as she may safely get and lie, always afloat and there load in the customary manner as ordered by the Charterers a full and complete cargo of the description as stated in Box 14 (including deck cargo if agreed) which the Charterers bind themselves to ship, and being so loaded shall therewith proceed to the discharging port named in Box 15 as ordered on signing Bill of Lading, or if prevented from entering such port by unforeseeable hindrances then so near thereto as she may safely get and lie, always afloat and there deliver the said cargo in the customary manner as ordered on arrival.

2. Freight

The freight on delivered or intaken quantity*), as indicated in Box 16, at the rate stated in Box 16 per ton of 1016 or 1000 kilos**), as stated in Box 16, to be paid in cash without discount on account concurrently with discharge of the cargo at mean rate of exchange on the day or days of payment. Cash for the Vessel's ordinary disbursements at the port of loading not exceeding 1/3rd of the freight to be advanced by the Charterers if demanded by the Owners or the Captain, the Owners paying 2 per cent. to cover insurance and all other expenses.

*) "delivered" to apply if no indication is made in Box 16.

**) "1000 kilos" to apply if no indication is made in Box 16.

3. Lien and Cesser

The Owners shall have a lien on the cargo for any amount due under this Charter and necessary costs of recovering same.

The Charterers shall remain responsible for any amount due under this Charter except for demurrage (including damages for detention) at port of discharge, for which the Owners shall be referred to the Receivers and the cargo.

4. Responsibility

(a) The International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd, 1968 - the Hague-Visby Rules - shall apply to this Charter. The Owners and the Charterers are entitled to the benefit of all privileges, rights and immunities contained in these Rules as if they were herein specifically set out.

(b) However, in circumstances in which the Hague-Visby Rules are not compulsorily applicable to claims under Bills of Lading issued pursuant to this Charter, the International Brussels Convention 1924 - the Hague Rules - shall apply to this Charter.

(c) In respect of deck cargo the above shall apply, but the Owners shall only be responsible if it be proved that the damage or the loss is due to the actual fault or neglect of the Owners or of someone for whom they are responsible.

(d) The Owners shall in no case be responsible for loss of or damage to cargo arisen prior to loading and after discharging.

5. Deviation

Deviation in saving or attempting to save life or property at sea, or for bunkering purposes, or any other reasonable deviation, shall not be deemed to be an infringement of this Charter and the Owners shall not be liable for any loss or damage resulting therefrom.

6. Cancelling Date

Should the Vessel not be ready to load (whether in berth or not) latest at 12 midnight on the cancelling date agreed in Box 17 the Charterers have the option of cancelling this Charter.

If it appears that the Vessel will be delayed beyond such cancelling date, the Owners may as soon as they are in a position to state with reasonable certainty the day within which the Vessel will be ready as above, give notice thereof to the Charterers asking whether they will exercise their option of cancelling. Such option must be declared within 36 running hours (Sundays and holidays excepted) after the receipt of the Owners' notice. If the Charterers do not then exercise their option of cancelling, unless otherwise agreed, the third day after the date stated in the Owners' notice shall be regarded as a new cancelling date under this Clause.

7. Loading/Discharging Expenses

*) (a) The cargo shall be brought to and taken from alongside the Vessel by the Charterers or their Agents at their risk and expense, the Owners paying for loading and discharging. If any piece or package weighs more than two tons, the Charterers shall pay any extra expenses in loading, stowing and discharging.

*) (b) The cargo shall be brought into the holds, stowed and/or trimmed and taken from the holds by the Charterers or their Agents, free of any risk, liability and expense whatsoever to the Owners.

The Charterers shall provide all mats and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board, if required. The Owners shall provide winches, motive power and winchmen from the crew, if requested and permitted, if not the Charterers shall provide and pay for winchmen from shore and/or cranes, if any.

The Charterers shall not be responsible for damage to or loss of the Vessel (including loss of time) caused by fire or explosion to any further extent than if Clause 7(a) were to apply.

*) (a) and (b) are alternatives; indicate alternative agreed in Box 18. If no indication is made, (a) shall apply.

8. Advance Notice, Earliest Loading Date and Commencement of Laytime (loading and discharging)

A sailing telegram and a notice of the expected date of readiness to load shall be given to the Shippers or their Agents the number of days in advance as stated in Box 19, who shall be kept informed of any material alteration of the notice date.

Time for loading shall not commence before the date indicated in Box 20.

The laytime shall not commence before the Vessel is ready to load or discharge (whether in berth or not) and notice of readiness given to the Charterers or their Agents in the loading and discharging port; but if the work be commenced earlier half such time used shall count from such commencement. The notice may be given beforehand but not until the Vessel has arrived at or, in case of congestion, off the port of loading or discharging.

The time shall commence at 1 p.m. if notice of readiness is given before 10 a.m. and at 7 a.m. next working day if notice is given during office hours after 10 a.m..

Any time lost in waiting for berth at or off port of loading and port of discharge shall count as laytime.

9. Laytime

*) (a) *Separate laytime for loading and discharging*

The cargo shall be loaded within the number of full working days as indicated in Box 21 during the ordinary working hours of the port, weather permitting.**)

The cargo shall be discharged within the number of full working days as indicated in Box 21 during the ordinary working hours of the port, weather permitting.**)

*) (b) *Total laytime for loading and discharging*

The cargo shall be loaded and discharged within the number of full working days as indicated in Box 21 during the ordinary working hours of the port, weather permitting.**)

(c) The time shall be counted in full notwithstanding any local custom which contrary to this Charter and applicable law might be held to relieve the Charterers of demurrage liability.

Sundays, general and local holidays shall be excepted. The Charterers - if necessary in order to load and/or discharge the Vessel within the agreed laytime - have the liberty to work on excepted days and outside ordinary working hours, they paying all extra expenses incurred by the Vessel, including overtime to officers and/or crew.

*) (a) and (b) are alternatives; indicate alternative agreed in Box 21.

**) "weather permitting" may be deleted.

10. Demurrage

Ten days altogether on demurrage shall be allowed at the rate as stated in Box 22 per day or pro rata for any part of a day, payable day by day.

11. Bills of Lading

The Captain shall sign Bills of Lading as per the "Scanconbill" Bill of Lading form without prejudice to this Charter.

The Charterers shall indemnify the Owners if the Owners are held liable under the Bills of Lading in respect of any claim for which the Owners are not liable towards the Charterers under this Charter.

12. General Average, Amended Jason Clause, Both-to-Blame Collision Clause

General Average shall be settled according to York-Antwerp Rules 1974 as

PART II
"SCANCON" SCANDINAVIAN VOYAGE CHARTER 1956
(as amended 1962 and 1993)

amended 1990 or any modification thereof.	142	Except as provided elsewhere herein, the law governing this Charter shall be	212
The Amended Jason Clause and the Both-to-Blame Collision Clause as	143	the following:	213
printed in the "Scanconbill" Bill of Lading form shall be deemed to be	144	(a) If the Vessel is registered in Denmark, Finland, Iceland, Norway or	214
incorporated in this Charter.	145	Sweden, the law of the flag of the Vessel;	215
13. Strikes	146	(b) If she is not so registered, the law of the Charterers' principal place of	216
Neither the Charterers nor the Owners are responsible for the conse-	147	business; however, if this is outside Denmark, Finland, Iceland, Norway	217
quences of any strikes or lock-outs preventing or delaying the fulfillment of	148	or Sweden, then English law.	218
any obligations under this Charter.	149		
<i>Loading:</i> If there is a strike or lock-out preventing or delaying the production	150		
or the transport of the goods to port of loading or affecting the loading of the	151		
cargo or any part of it at the time when the Vessel must start on or during her	152		
voyage to the port or ports of loading, the Charterers or the Owners shall	153		
have the option of cancelling this Charter. If such strike or lock-out is going	154		
on at, or occurs after the Vessel's arrival at port of loading, the Charterers	155		
have the right either to keep the Vessel waiting paying full demurrage or to	156		
cancel. Such cancellation to take place within 24 hours after the Vessel's	157		
arrival or 24 hours after the subsequent occurrence of such strike or lock-	158		
out. If part of the cargo has then already been loaded, the Owners must	159		
proceed with same if requested by the Charterers, the Owners being at	160		
liberty to complete with other cargo on the way for their account.	161		
<i>Discharging:</i> If there is a strike or lock-out affecting the discharge of the	162		
goods at the time the Vessel arrives at or off the port of discharge, or	163		
occurring after the Vessel's arrival, the Receivers shall have the option of	164		
keeping the Vessel waiting until such strike or lock-out is at an end against	165		
paying half demurrage for the time the Vessel has been delayed or, at any	166		
time of ordering the Vessel to a safe port where she can safely discharge her	167		
cargo without risk of being detained by strike or lock-out; such option to be	168		
declared within 36 hours after commencement of the strike or lock-out. On	169		
delivery of the cargo at such port, all conditions of the Bill of Lading shall	170		
apply and the Vessel shall receive the same freight as if she had discharged	171		
at the original port of destination. However, if the distance to the substituted	172		
port exceeds 100 nautical miles, the freight on the cargo delivered at the	173		
substituted port shall be increased in proportion.	174		
14. War	175		
If, subsequent to the conclusion of this Charter, it appears that its	176		
performance will expose the Vessel or cargo to risks of war or hostilities, or	177		
that such risks have really increased, both parties shall have the option of	178		
cancelling.	179		
As to further effects of any of the aforementioned contingencies on this	180		
Charter, the governing law as per Clause 18 of this Charter shall apply.	181		
15. Ice	182		
In the event of the loading port being inaccessible by reason of ice on the	183		
Vessel's arrival, or in case frost sets in after the Vessel's arrival, endangering	184		
the Vessel of being ice-bound, the Charterers shall have the option of	185		
immediately ordering the Vessel to an adjacent accessible port, where she	186		
can safely load the cargo under this Charter. If such option is not exercised	187		
either party may cancel this Charter, but if part of the cargo has already been	188		
loaded, the Owners must proceed with same if requested by the Charterers,	189		
the Owners being at liberty to complete with other cargo on the way for their	190		
own account. Should this Charter not be cancelled by either party, the	191		
Charterers shall keep the Vessel against paying compensation at the	192		
demurrage rate until the port of loading is again accessible.	193		
Should ice prevent the Vessel from reaching port of discharge, the	194		
Charterers shall have the option of keeping the Vessel waiting until the	195		
reopening of navigation by paying demurrage, or of ordering (such orders to	196		
be sent within 48 hours after receipt of the Captain's telegraphic information	197		
to the Charterers of the impossibility of reaching the port of destination) the	198		
Vessel to a safe and immediately accessible adjacent port in the same	199		
country, in their option, where she can safely discharge without risk of	200		
detention on account of ice. On delivery of the cargo at such port, all	201		
conditions of the Bill of Lading shall apply and the Vessel shall receive the	202		
same freight as if she had discharged at the original port of destination.	203		
16. Substitution	204		
The Owners shall have liberty to substitute a vessel of the same class and	205		
condition and of a similar size, type and position on giving due notice hereof	206		
to the Charterers.	207		
17. Brokerage	208		
A commission at the rate stated in Box 23 to be payable by the Owners to the	209		
party mentioned in Box 23.	210		
18. Governing Law	211		