

THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE
STANDARD VOLUME CONTRACT OF AFFREIGHTMENT
FOR THE TRANSPORTATION OF BULK DRY CARGOES
CODE NAME: "VOLCOA"



PART I

1. Shipbroker		2. Place and date of Contract	
3. Owners (indicate name, address & telex number)		4. Charterers (indicate name, address & telex number)	
5. Description of cargoes (Cl. 1)			
6. Loading port(s) or range(s) (Cl. 1)		7. Discharging port(s) or range(s) (Cl. 1)	
8. Period of Contract (state period, first layday for initial vessel and cancelling date for final vessel) (Cl. 2)		9. Total Quantity (state min. and max. quantities and at whose option) (Cl. 2)	
10. Quantity per shipment (state min. and max. quantity at Owners' option) (Cl. 3)			
11. Final shipment (state min. quantity) (Cl. 4)			
12. Programme of shipments (only to be filled in if specific programme agreed) (Cl. 5)			
13. Declaration of loading port(s) (Cl. 6)		14. Declaration of discharging port(s) (Cl. 7)	

continued...

15. Performing vessels (Cl. 8)	
16. Nomination of vessels (Cl. 9)	
17. Cancellation of a nominated vessel (state number of days) (Cl. 9)	
18. Freight rate (Cl. 11)	19. Freight payment (currency and when/where payable; also state beneficiary and bank account) (Cl. 11)
20. Demurrage/Despatch money (state rate(s) or scale) (Cl. 12)	21. Applicable charterparty(ies) (Cl. 13)
22. Owners' failure to nominate tonnage (state if other than 3 times) (Cl. 15)	23. Charterers' refusal of tonnage (state if other than 3 times) (Cl. 16)
24. Charterers' option of cancelling for late arrival (state if other than 3 times) (Cl. 17)	25. Interruption of Contract (state number of days/months) (Cl. 19)
26. War cancellation (indicate other countries, if any, agreed) (Cl. 20)	
27. Law and Arbitration (state 21.1., 21.2. or 21.3. of Cl. 21, as agreed; if 21.3. agreed state place of arbitration) (if not filled in 21.1. shall apply) (Cl. 21)	28. Commission and to whom payable (Cl. 22)
29. Names and addresses for nominations/notifications by the Owners (Cl. 23)	30. Names and addresses for nominations/notifications by the Charterers (Cl. 23)
31. Numbers of additional clauses covering special provisions, if agreed	

It is mutually agreed between the party mentioned in Box 3 (hereinafter referred to as "the Owners") and the party mentioned in Box 4 (hereinafter referred to as "the Charterers") that this Contract shall be performed in accordance with the conditions contained in PART I including additional clauses, if any agreed and stated Box 31, and PART II. In the event of 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. Subject of Contract	1	11. Freight	51
The Charterers undertake to provide for shipment and the Owners undertake to transport the cargoes as described in Box 5 from the port(s) or range(s) stated in Box 6 to the port(s) or range(s) stated in Box 7.	2 3 4	For each and every voyage under this Contract, the freight shall be paid at the applicable rate stated in Box 18 to the party and in the manner indicated in Box 19.	52 53 54
2. Period of Contract - Total Quantity	5	If Boxes 18 and 19 are not filled in, the freight shall be paid at the rate and in the manner provided for in the applicable charterparty(ies).	55 56
This Contract is made for the period stated in Box 8.	6	The Charterers shall not be entitled to make any deductions from the freight unless specifically agreed.	57 58
The first layday for the initial vessel shall not be before the commencement of the period stated in Box 8 unless with the Charterers' consent.	7 8		
No cancelling date under any individual charterparty shall fall later than the final date of the Contract period stated in Box 8 unless with the Charterers' consent.	9 10 11	12. Demurrage	59
The total quantity to be shipped shall be within the limits and at the option of the party stated in Box 9.	12 13	Demurrage shall be computed according to the terms of the applicable charterparty(ies) and shall be paid to the Owners by the Charterers in the same manner as freight and at the rate(s) stated in Box 20 or, if not filled in, as provided for in the applicable charterparty.	60 61 62 63
For the purpose of this Clause, the intaken quantity for each shipment shall apply.	14 15	<u>Despatch Money</u> If specifically agreed in Box 20, despatch money shall be paid as per the applicable charterparty.	64 65 66
3. Quantity per Shipment	16	13. Applicable Charterparty(ies) - Letters of Nomination	67
The quantity of each and every shipment shall be at the Owners' option within the limits stated in Box 10.	17 18	Each and every voyage under this Contract shall be governed by the terms and conditions of a voyage charterparty, as per the attached proforma(s) as listed in Box 21 which shall be deemed incorporated in this Contract.	68 69 70
4. Final Shipment	19	Upon any valid nomination of a performing vessel if no single charterparty is issued, a letter of nomination shall be issued which shall contain reference to the applicable proforma charterparty, confirm the description of the vessel, the quantity of cargo, the first layday and cancelling date, and provide all necessary details to enable the applicable proforma charterparty to be completed.	71 72 73 74 75 76
The Owners shall not be bound to carry any balance of the total quantity which would be under the minimum quantity stated in Box 11.	20 21	The appropriate proforma charterparty, supplemented by the corresponding letter of nomination, shall be considered as a separate single-voyage charterparty.	77 78 79
5. Programme of Shipments	22	In the event of any conflict between the terms and conditions of a single voyage charterparty issued and this Contract, the latter shall prevail.	80 81
The Charterers' programme of shipments and the Owners' nominations shall be fairly evenly spread over the period of the Contract, unless a specific programme is stated in Box 12.	23 24 25	14. Charterers' Failure to Give their Programme	82
6. Declaration of Loading Port(s)	26	If, as per agreement stated in Box 12, the Charterers have undertaken to give a specific programme at a particular time but fail to do so in due time, any expenses incurred or any loss suffered by the Owners thereby shall be refunded by the Charterers.	83 84 85 86
When various loading ports are agreed, the Charterers shall declare the loading port(s) for each individual voyage latest as stated in Box 13.	27 28	Any quantity not carried due to such failure shall be deducted from the total contracted quantity, but no claim whatsoever the Owners may have on the Charterers shall be prejudiced thereby.	87 88 89
7. Declaration of Discharging Port(s)	29	15. Owners' Failure to Nominate Tonnage	90
The Charterers shall declare the discharging port(s) for each individual voyage latest as stated in Box 14 provided that such declaration is made in sufficient time to permit, if necessary the preparation of the loading plan and the adjustment of the vessel's draft and trim.	30 31 32 33	Should the Owners fail to nominate tonnage according to the applicable provisions of this Contract, the corresponding quantity shall be deducted from the total contracted quantity, except if such failure results from any event which cannot be avoided or guarded against.	91 92 93 94
8. Performing Vessels	34	However, the Charterers shall have the option to postpone the shipment within the period of the Contract, exercisable by giving notice of their decision not later than one month after the failure, and advising the Owners about adjustment of the programme of shipment.	95 96 97 98
The Owners shall nominate vessels of the description stated in Box 15.	35	If the Owners have failed to nominate tonnage more than three times, unless another number of times is provided in Box 22, then the Charterers shall have the right of cancelling the remaining part of this Contract. Such right shall be exercised by written declaration and shall not be applicable to any vessels which have been validly nominated.	99 100 101 102 103
9. Nomination of Vessels	36	Whether or not the Charterers exercise any option under this Clause, no claim whatsoever that they may have on the Owners shall be prejudiced thereby.	104 105
The Owners shall nominate each vessel in the manner stated in Box 16 stating reference to the Contract, the vessel's name, approximate quantity of cargo required and first layday for such vessel.	37 38 39	16. Charterers' Refusal of Tonnage	106
The cancelling date of each nominated vessel shall be the number of days stated in Box 17 after the first layday.	40 41	If the Charterers have refused tonnage validly nominated and in due time, the	107
10. Consequences of Cancelling a Nominated Vessel	42		
If a voyage is cancelled in accordance with appropriate clause of the applicable charterparty, the corresponding quantity of cargo shall be deducted from the outstanding balance.	43 44 45		
However, if the cancellation is caused by incident within the Owners' control, the Charterers shall have the option to postpone the shipment within the period of this Contract by giving notice of their decision to the Owners not later than one month after the cancellation.	46 47 48 49		
Cancelling for late arrival shall only affect the voyage in question.	50		

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corresponding quantity shall be deducted from the total quantity under this Contract, unless the refusal results from an event which cannot be avoided or guarded against.	108 109 110	19.2. Whether the hindrance can or cannot be avoided or guarded against and whether or not liability for the interruption is exempted, if the hindrance lasts or it is evident that it will last for more than six months (or any other period stipulated in Box 25), a party not responsible for breach of the contract may cancel the contract.	167 168 169 170 171
However the Owners shall have the option to postpone the shipment within the period of the Contract, exercisable by giving notice of their decision not later than one month after the failure and advising the Charterers about adjustment of the programme of shipments.	111 112 113 114	Whether or not the option to cancel is exercised, no claim for damages, loss of charter or otherwise against the party responsible for any breach shall be prejudiced thereby.	172 173 174
If the Charterers have refused duly nominated tonnage more than three times, unless another number of times is provided in Box 23, then the Owners shall have the right of cancelling the remaining part of this Contract. Such right shall be exercised by written declaration and shall not be applicable to any vessels which have been validly nominated.	115 116 117 118 119	20. War Cancellation	175
Whether or not the Owners exercise any right under this Clause, no claim whatsoever that they may have on the Charterers shall be prejudiced thereby.	120 121	In the event of the outbreak of war, whether there be a declaration of war or not, between any two or more of the following countries: the People's Republic of China, France, the United Kingdom, the United States of America, the Union of Soviet Socialist Republics and/or the countries, if any, stated in Box 26 either party may cancel this Contract.	176 177 178 179 180
17. Consequences of Cancelling for Late Arrival	122	21. Law and Arbitration	181
If the Charterers have exercised their option to cancel a voyage on three occasions, unless another number of times is provided in Box 24, they shall, on the next or any subsequent occasion, have the right to cancel the remaining part of this Contract, but no claim whatsoever they may have on the Owners shall be prejudiced thereby.	123 124 125 126 127	21.1. If agreed and stated in Box 27 this Contract shall be governed by English Law and any dispute arising out of this Contract 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.	182 183 184 185 186 187 188 189 190
18. Late Payment of Freight and Demurrage	128	21.2. If agreed and stated in Box 27 this Contract shall be governed by U.S. Law and all disputes arising out of this Contract shall be arbitrated at New York in the following manner:	191 192 193
18.1. <u>Interest</u> . - Any freight or part thereof received after the due date shall bear interest at 2(two) per cent. per month or pro rata for part of a month.	129 130	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.	194 195 196 197 198 199
Demurrage due or any part thereof received later than 15 days after the Charterers' receipt of the Owners' properly documented invoice shall bear interest at the same rate from the 16th day.	131 132 133	For disputes where the total amount claimed by either party does not exceed U.S. \$ 3,500.00 or 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.	200 201 202 203
18.2. <u>Guarantee</u> . - In the case of any dispute on the amount of freight or demurrage due to the Owners and without prejudice to sub-clause 18.1., the Charterers shall provide a first-class bank guarantee for the disputed amount in lieu of payment, pending settlement of the dispute. The party eventually proven to have been in error shall bear the cost of such guarantee.	134 135 136 137 138	21.3. If agreed and stated in Box 27 any disputes arising out of this Contract shall be referred to arbitration at the place indicated in Box 27 subject to the law and procedures applicable there.	204 205 206
18.3. <u>Suspension</u> . - As long as any freight or undisputed demurrage under this Contract is due but not paid or not guaranteed as per sub-clause 18.2., the Owners shall not be obliged to:	139 140 141	If Box 27 is not filled in, sub-clause 21.1. of this Clause shall apply.	207
(i) nominate further tonnage hereunder;	142	21.4. Any dispute arising under a charterparty issued pursuant to this Contract shall be settled by arbitration according to the Arbitration Clause of the charterparty and failing such a clause, according to the applicable sub-clause 21.1., 21.2. or 21.3.	208 209 210 211
(ii) send any vessel to the loading port;	143	22. Commission	212
(iii) commence loading of any vessel.	144	The Owners shall pay commission on freight and deadfreight earned and paid at the rate indicated and to the party mentioned in Box 28.	213 214
Time lost thereby to any vessel held ready for loading or for nomination shall be paid by the Charterers to the Owners at the applicable demurrage rate.	145 146	No commission shall be paid under a charterparty issued pursuant to this Contract, unless Box 28 is filled in or unless otherwise specifically agreed in PART I.	215 216 217
18.4. <u>Cancelling</u> . - If the Charterers have failed to pay freight or demurrage or to give a bank guarantee as per sub-clause 18.2. when such freight or demurrage is due, the Owners may give notice to the Charterers that unless they pay or provide a bank guarantee within 96 running hours of receipt of the Owners' notice, the Owners shall be entitled to cancel the remaining part of this Contract. This option to cancel must be exercised during the first 15 (fifteen) running days after the expiry of the 96 hours' delay, but shall cease to exist after actual payment, even if late.	147 148 149 150 151 152 153 154	23. Names and Addresses for Nominations/Notifications	218
18.5. <u>Liability</u> . - Whether or not the Owners exercise their rights under sub-clauses 18.3. or 18.4., no claim whatsoever that they may have on the Charterers shall be prejudiced thereby.	155 156 157	Any nomination or notification shall be made by the Owners, respectively the Charterers, to the addresses stated in Boxes 29 and 30, respectively.	219 220
19. Interruption of Performance	158		
19.1. If the performance of this Contract or part of it is interrupted through any event whatsoever which cannot be avoided or guarded against by either party, the performance affected shall be suspended until the hindrance ceases to have effect.	159 160 161 162		
Quantities not carried by reason of any such interruption of performance cannot be demanded to be shipped nor to be carried afterwards.	163 164		
The performance shall not be resumed if it is evident that the effect of the hindrance will last until the end of the Contract period.	165 166		