

# GENCON 2022

## UNIFORM GENERAL CHARTER

PART I

1. Shipbroker	2. Place and Date
3. Owners/Place of business (full style address, email)	4. Charterers/Place of business (full style address, email)
5. Vessel (i) Name: (ii) IMO Number: (iii) Class/Classification Society: (iv) P&I Club:	6. GT/NT (i) GT: (ii) NT:
	7. DWT all told on summer load line in metric tons (about)
8. Present position (Cl. 1)	9. Expected ready to load (about) (Cl. 1)
10. Loading port(s) or place(s) (Cl. 1)	11. Discharging port(s) or place(s) (Cl. 1)
12. Cargo (also state quantity and margin in Owners' option, if agreed) (Cl. 1) (i) Part cargo (yes/no): choose an item (ii) Commodity(ies): (iii) Quantity: (iv) Margin/tolerance:	
13. Cargo transfer operations (state whether Charterers are permitted to use barges/lighters) (Cl. 3(e)) choose an item	
14. Freight rate (state rate or lumpsum and amount and currency) (Cl. 7(a))	15. Freight payment (state how and when payment is to be made and name of beneficiary and bank account) (Cl. 7(a))
16. Cargo handling gear (state if Vessel's cargo handling gear shall not be used) (Cl. 4(c))	

17. Laytime (if separate laytime for loading and discharging is agreed, fill in (i) and (ii). If total laytime for loading and discharging, fill in (iii) only) (Cl. 10(b))  (i) Loading (state days or rate, and if SHINC or SHEX):   (ii) Discharging (state days or rate, and if SHINC or SHEX):   (iii) Total laytime for loading and discharging (state days or rate, and if SHINC or SHEX):	
18. Laydays/Cancelling (Cl. 9(d), 14(a))	19. Demurrage (state rate and whether per day or pro rata) (Cl. 13(a))
20. Freight Tax (state for whose account) (Cl. 25(c))  choose an item	21. Vessel's agents (state party to nominate) (Cl. 26)  choose an item
22. General Average (Cl. 29)	23. Brokerage commission and to whom payable (Cl. 35)
24. ETA Notices for loading (Cl. 8) to be given to:	25. ETA Notices for discharging (Cl. 8) to be given to:
26. Notice of Readiness for loading (state party(ies) for notices) (Cl. 9(a))	27. Notice of Readiness for discharging (state party(ies) for notices) (Cl. 9(a))
28. Owners' contact details for operational notices (Cl. 36)	29. Charterers' contact details for operational notices (Cl. 36)
30. Email address for receipt of arbitration notices and communications on behalf of Owners (Cl. 37)	31. Email address for receipt of arbitration notices and communications on behalf of Charterers (Cl. 37)
32. Law and Arbitration ((a) English law/London arbitration, (b) US law/New York arbitration, (c) English law/Singapore arbitration, (d) Singapore law/Singapore arbitration, (e) Hong Kong law/Hong Kong arbitration, (f) English law/Hong Kong arbitration, (g) Other. Choose law and arbitration venue. If alternative (g)(Other) is chosen, Clause 37 must be appropriately filled in or replaced, failing which alternative (a)(English law/London arbitration) shall apply)(Cl. 37).  choose an item	
33. Additional clauses (state numbers, if agreed)	

It is mutually agreed that this Charter Party shall be performed in accordance with the terms and conditions contained in Part I, including additional clauses, if any agreed and stated in Box 33, as well as Part II. In the event of a conflict of terms and conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

The party responsible for issuing the final execution version of this Charter Party warrants that it is an Authentic BIMCO Template procured from a properly authorised source and that all modifications to it are clearly visible. "Authentic BIMCO Template" means a BIMCO-approved standard contract in an editable electronic format.

Signature (Owners)	Signature (Charterers)
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**1. Scope of Contract Voyage**

It is agreed between the Owners and the Charterers that:

- (a) the Vessel now at the position stated in Box 8 and expected ready to commence loading under this Charter Party on or about the date stated in Box 9 shall, unless prevented or hindered by events beyond the Owners' control, commence its approach voyage to the port or place stated in Box 10 as soon as its prior commitments have been completed, or if more than one port or place or a range of ports or places is stated, to the first port or place, or so near thereto as it may safely get and lie always afloat; and
- (b) the Charterers shall ship and the Vessel shall carry the Cargo stated in Box 12; and
- (c) upon completion of loading, the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11, or, if a range of ports or places is stated, to the nominated port(s) or place(s), or so near thereto as it may safely get and lie always afloat, and there deliver the Cargo.

**2. Owners' Responsibilities**

Subject to any risks or responsibilities that the Charterers have assumed under this Charter Party,

- (a) (i) the Owners shall exercise due diligence to provide a Vessel that shall:
  - (1) at the commencement of loading Cargo at each loading port or place under this Charter Party be properly manned, equipped and supplied for its loading and have holds, refrigerating and cool chambers and all other parts of the Vessel in which such Cargo is to be carried fit and safe for its reception, carriage and preservation; and
  - (2) at the commencement of each Cargo-carrying voyage be seaworthy and properly manned, equipped and supplied;

and

  - (ii) the Owners shall, from the time when it is loaded to the time when it is discharged, properly and carefully carry, keep and care for the Cargo.
- (b) The Owners shall be entitled to rely on all rights, defences, immunities, time bars and limitations of liability that are available in any event to a "Carrier" under the Hague-Visby Rules. Furthermore, unless the loss, damage, delay or failure in performance in question has been caused by a breach of subclause (a)(i) above, the Owners shall also be entitled to rely on all other rights, defences, immunities, time bars and limitations of liability that are available to a "Carrier" under the Hague-Visby Rules.

All such rights, defences, immunities, time bars and limitations of liability are deemed to be applicable to any claim that may be made against the Owners or the ship for loss, damage, delay or failure in performance of whatsoever nature.

**3. Cargo**

- (a) The Charterers shall ensure that at their risk, responsibility and expense:
  - (i) all Cargo loaded under this Charter Party will be properly and clearly described and documented, and (as appropriate) marked and/or numbered, packed, loaded, stowed, and trimmed and/or secured strictly in accordance with all applicable laws, regulations and conventions (including any relevant IMO recommendations or circulars), with any special requirements to be provided or complied with by the Charterers;
  - (ii) all packing, stowing, lashing and securing materials (including pallets, crates and dunnage) will be properly treated, handled and disposed of in accordance with all applicable laws and regulations, duly marked, and accompanied by all proper certification;
  - (iii) the shipment, export, transportation and import of the Cargo will be and will remain lawful in all respects;
  - (iv) the Cargo when presented for loading (including any necessary strapping, packing, internal securing and/or lifting lugs) will be in all respects fit and suitable for loading, stowage, carriage and discharge; and
  - (v) all necessary information will be provided to the Owners to enable the Owners to submit timely and accurate advance Cargo declarations.
- (b) Bulk Cargo: Unless caused by the act, neglect or default of the Owners or their servants, agents or subcontractors:
  - (i) where bulk cargo is shipped and stowed other than in accordance with the Vessel's natural segregation, the Charterers shall be responsible for any resulting claim for commingling, contamination, spoiling, deterioration in quality or loss of cargo; and
  - (ii) where bulk cargo is to be delivered to more than one receiver or discharged at more than one berth or anchorage, other than in accordance with the Vessel's natural segregation, the Charterers shall be responsible for any resulting claim for short delivery or over-landing caused thereby, including any fines or legal costs.
- (c) Part Cargo: Where the Cargo to be shipped under this Charter Party is less than a full cargo for the Vessel, the Owners shall be entitled to load additional or top-off cargo within the Vessel's natural segregation for their own account or that of other charterers, and such additional or top-off cargo may be loaded and/or discharged before or after the Charterers' Cargo, all as part of the contract voyage.
- (d) Cargo Harmful to the Marine Environment: If the Cargo may be harmful to the marine environment according to the criteria of the relevant provisions of MARPOL Annex V, as amended from time to time, the removal, custody, storage and disposal of all Cargo residues (including hold washing water) shall be at the risk, responsibility and expense of the Charterers, and any resulting loss of time shall be compensated by the Charterers at the demurrage rate stated in Box 19.
- (e) Lighterage: Unless stated otherwise in Box 13, the Charterers may require the Vessel to load and/or discharge Cargo from/into barges or lighters. Such transfer operations shall be at the Charterers' risk and responsibility, and the Charterers shall provide and pay for adequate fendering and any other necessary equipment, all to the reasonable satisfaction of the Master. If, at any time, in the Master's reasonable judgement the transfer operations are, or are likely to become, unsafe, the Master may order them to be suspended or discontinued in which event the Master shall have the right to order the barges or lighters away from the Vessel or to remove the Vessel. In the case of lighterage, the lighter shall be considered the relevant berth for the purposes of this Charter Party.

**4. Loading and Discharging**

- (a) The Charterers shall under the supervision of the Master but at their risk, responsibility and expense:
- (i) load, tally, stow, trim and/or secure the Cargo, and take the Cargo from the holds and discharge it; and
  - (ii) ensure that the Vessel is left with Cargo properly stowed, trimmed and/or secured so as not to impair the Vessel's seaworthiness for the laden voyage and also for any shifting between loading berths, ports and places, and between discharging berths, ports and places. Any related expenses shall be for the Charterers' account and laytime or time on demurrage shall continue to count.
- (b) (i) If a berth, mooring, anchorage or other location at which the Vessel is directed to load, discharge or lay by is such that the Owners may have to incur additional costs to ensure the continuing safety of the Vessel, including temporarily shifting away or hiring standby tugs, pilots or other external assistance, any such additional costs shall be for the account of the Charterers.
- (ii) In the event that the Vessel has to vacate the berth during cargo operations for reasons of safety, the Charterers shall ensure that any Cargo then on board is safely stowed and secured at their risk, responsibility and expense.
- (c) **Cargo Handling Gear and Lighting:** Unless the Vessel is gearless, or Box 16 states that the Vessel's gear shall not be used, the Owners shall provide free use of the Vessel's cargo-handling gear and sufficient power to operate the same. Unless caused or contributed to by the act or neglect of the Charterers' servants, agents or subcontractors, time actually lost by breakdown of the Vessel's cargo-handling gear or lack of sufficient power shall not count as laytime or time on demurrage. The Owners shall provide free use of lighting as on board.
- (d) **Stevedore Damage:**
- (i) The Charterers shall be responsible for stevedore damage (fair wear and tear excepted) to any part of the Vessel. The Charterers shall be liable for all costs for repairing such damage and for any time lost thereby, which shall be paid at the demurrage rate stated in Box 19.
  - (ii) The Master or the Owners shall notify the Charterers or their agents and the stevedores of any damage as soon as reasonably possible, failing which the Charterers shall not be responsible for any such damage. Such notice shall describe the damage and shall invite the Charterers to appoint a surveyor to assess the extent of such damage.
  - (iii) Stevedore damage affecting seaworthiness shall be repaired without any delay before the Vessel sails from the port where such damage was caused or discovered or otherwise as required by the Vessel's Classification Society. Stevedore damage restricting the Vessel's trading capabilities shall be repaired before leaving the last port of discharge, failing which the Charterers shall be liable for any resulting losses. All other stevedore damage which is not repaired before leaving the last port of discharge shall be repaired by the Owners and settled by the Charterers on receipt of the Owners' supporting invoice.

**5. Cargo Fumigation**

- (a) The Charterers shall have the option to fumigate the Cargo in the Vessel's holds in port and/or at anchorage and/or in transit. Such fumigation shall be performed always in accordance with all applicable IMO Recommendations as amended from time to time. Fumigation shall not be commenced without written confirmation from the Master that loading (including trimming and/or securing) is complete.
- (b) Fumigation shall be at the Charterers' risk and responsibility. Any costs and expenses incurred in connection with or as a result of such fumigation, including but not limited to gas detection equipment, respiratory protective equipment and crew training, shall be for the Charterers' account. The Charterers shall indemnify the Owners for any liabilities, losses or costs arising out of or resulting from Cargo fumigation.
- (c) If local authorities or IMO Recommendations require the crew to be accommodated ashore as a result of fumigation ordered by the Charterers, all costs and expenses reasonably incurred in connection thereto including, but not limited to, transportation, accommodation and victualling shall be for Charterers' account.
- (d) At the discharging port or place all fumigant remains, residues and fumigation equipment shall be removed from the Vessel as soon as possible and disposed of by the Charterers at Charterers' risk, responsibility, cost and expense in accordance with MARPOL Annex V or any other applicable rules relating to the disposal of such materials.
- (e) All time lost to the Owners in connection with or as a result of fumigation performed in accordance with subclause (a) above prior to commencement of laytime and/or after cessation of laytime or time on demurrage shall be considered as detention and shall be compensated by Charterers at the demurrage rate stated in Box 19. Any unused laytime shall be deducted from such detention, in which case any despatch payable shall be deducted from such compensation.
- (f) The exercise by the Charterers of the option to fumigate the Cargo under this Clause shall not be construed as evidence as to the condition of the Cargo at the time of shipment, and the Master or the Owners may not clause bills of lading solely by reason of fumigation.

**6. Deck Cargo**

- (a) The Vessel shall not be required to load or carry Cargo on deck without the Owners' written agreement.
- (b) If the Owners permit the Charterers to load or carry Cargo on deck, the Charterers shall:
- (i) ensure, always to the reasonable satisfaction of the Master, that such carriage on deck does not exceed the permissible loads on the deck/hatch covers and will not impair the seaworthiness, stability and navigability of the Vessel;
  - (ii) provide and pay for any extra fittings that are required for deck or hatch cover Cargo; and
  - (iii) properly load, stow, dunnage, lash and secure such Cargo at their risk and expense under the supervision of the Master.
- (c) Cargo that is carried on deck is carried at the Charterers' risk and the Owners are not to be responsible for loss or damage of whatsoever nature and howsoever arising irrespective of whether or not due to the Owners' negligence. The Charterers shall ensure that all bills of lading that are issued in relation to such deck Cargo shall record the fact that such Cargo has been shipped on deck.

**7. Freight**

- (a) The freight shall be paid as stated in Boxes 14 and 15 and shall be paid in full without discount or deduction. Freight shall be paid in readily available and transferable funds and free of bank charges except as imposed by the Owners' bank.
- (b) Freight other than lumpsum freight is earned progressively throughout the loading and is to be calculated in accordance with the quantity recorded in the Mate's Receipts.
- (c) Lumpsum freight is earned on completion of loading.
- (d) Freight is non-returnable, ship and/or Cargo lost or not lost.
- (e) Neither the Owners nor the Master shall be required to sign or endorse bills of lading showing freight prepaid unless such freight has been received in full by the Owners.

#### 8. ETA Notices

The Owners or the Master shall give notices of the Vessel's ETA to the Charterers and to the parties stated in Boxes 24 and 25, as appropriate, and shall notify them without unreasonable delay of any material change in the Vessel's position.

#### 9. Notice of Readiness

- (a) Subject to subclause (b) below, at each port or place of loading or discharge, Notice of Readiness shall be tendered in writing to the party(ies) identified in Boxes 26 and 27 respectively at any time, day or night, when the Vessel is in the loading or discharging berth, securely moored, and is in all respects ready to load or discharge. Before tendering Notice of Readiness, the Owners shall exercise due diligence to ensure that all holds in which Cargo is there to be loaded are clean, dry and in all respects suitable to receive the Cargo.
- (b) If the loading or discharging berth is not designated or reachable on the Vessel's arrival at or off the port or place in question, the Vessel shall be entitled to tender Notice of Readiness from any waiting place that may be ordered by any relevant authority, or failing such order, at the customary anchorage, whether in free pratique or not, whether customs cleared or not. Laytime and time on demurrage shall then count, even if the holds were subsequently to fail the initial inspection under subclause (c) below, as if the Vessel were in berth and in all respects ready for loading or discharging, but time used in actually moving from such waiting place or customary anchorage to the loading or discharging berth shall not count as laytime or time on demurrage.
- (c) If, after the commencement of laytime such holds are found on initial inspection not to be ready in all respects to load, only such time as is actually lost until the Vessel is found after a subsequent joint re-inspection to be ready to load shall not count as laytime or time on demurrage. However, if after a subsequent joint re-inspection the holds are found not to be ready upon the expiry of ninety-six (96) hours or by 23.59 hours local time on the cancellation date, whichever is the later, the Charterers shall have the option of terminating this Charter Party in writing within twelve (12) hours thereafter, provided the Vessel remains Cargo-free at the time the option is exercised. If the Charterers exercise their right of termination under this subclause, they shall compensate the Owners at the demurrage rate for all time spent waiting for a berth after tendering Notice of Readiness pursuant to subclause (b) above.

The provisions of this subclause and the exercise or non-exercise by the Charterers of their rights under this subclause shall not prejudice any claims which the Owners or the Charterers may have against each other.

- (d) Notice of Readiness at the first or sole port or place of loading may be tendered prior to 00.01 hours local time at the loading port(s) or place(s) on the date stated in Box 18. However, laytime shall not begin before that time unless Cargo operations are sooner commenced.
- (e) In the event that at any port or place of loading or discharge more than one Notice of Readiness is tendered, each such Notice of Readiness shall be deemed to have been tendered without prejudice to the validity of any preceding or subsequent Notice of Readiness.

#### 10. Laytime

- (a) The BIMCO Laytime Definitions for Charter Parties 2013 shall be deemed incorporated and form part of this Charter Party, except where inconsistent with its terms.

The expression "SHINC" shall mean that laytime is to run continuously and without interruption for public holidays or customary days of rest at the port or place in question, whether or not work is done at overtime rates.

The expression "SHEX" shall mean that there shall be excluded from laytime public holidays and customary days of rest at the port or place in question unless used.

- (b) (i)\* Separate laytime for loading and discharging:

The Cargo shall be loaded either within the number of running days or at the rate stated in Box 17(i), except to the extent that the actual loading is delayed or prevented by weather.

The Cargo shall be discharged either within the number of running days or at the rate stated in Box 17(ii), except to the extent that the actual discharging is delayed or prevented by weather.

Laytime for loading and discharging shall be non-reversible.

- (ii)\* Total laytime for loading and discharging:

The cargo shall be loaded and discharged either within the total number of running days or at the rate stated in Box 17(iii), except to the extent that the actual loading and/or discharging is delayed or prevented by weather.

\*Alternative (i) or (ii) shall apply as agreed in Box 17.

- (c) Short-loading: Where laytime is to be calculated on the basis of the quantity of Cargo shipped and the Charterers have agreed to pay full freight in respect of any short-shipment, the laytime shall be calculated on the basis of the bill of lading quantity plus the quantity of such short-shipment.

#### 11. Commencement of Laytime

Subject to subclause 9(d), laytime at each port or place of loading and discharging shall commence at the earlier of:

- (a) commencement of Cargo operations; and
- (b) (i) where SHINC terms apply, 14.00 hours local time if Notice of Readiness is tendered up to and including noon, and 08.00 hours local time on the next day if Notice of Readiness is tendered after noon but during office hours; or  
 (ii) where SHEX terms apply, 14.00 hours local time if Notice of Readiness is tendered up to and including noon on a working day, and 08.00 hours local time on the next working day if Notice of Readiness is tendered after noon, or, if Notice of Readiness is tendered on a non-working day, 14.00 hours local time on the next working day.

## 12. The Running of Laytime

- (a) **Shifting:** In the event that the Vessel is required to load or discharge at a second or subsequent berth at the same port or place, or to shift out of and back to the same berth, other than for the Owners' purposes, shifting time between the berths shall count as laytime or time on demurrage and any related tug and pilot expenses shall be for the account of the Charterers.
- (b) **Environmental:** Any delay in loading or discharging arising out of environmental or public health concerns relating to the Cargo shall count as laytime or time on demurrage, and all related expenses, including measures for dust suppression, shall be for the account of the Charterers.
- (c) **Completion of Cargo Operations:** Laytime or time on demurrage shall run continuously until completion of Cargo operations, which includes the removal of any stevedores' equipment from the Vessel. The Charterers shall be permitted three hours after completion of cargo operations at each loading port or place in which to provide a full set of accurate Cargo documents. If the Vessel is prevented from sailing upon the expiry of that period as a result of awaiting a full set of accurate Cargo documents, laytime or time on demurrage shall recommence and run until such documents are received.

## 13. Demurrage and Despatch

- (a) Demurrage shall be payable by the Charterers at the rate stated in Box 19 and despatch shall be payable by the Owners at half the demurrage rate on all laytime saved.
- (b) Except as provided otherwise, demurrage shall accrue continuously and without interruption save where, and then only to the extent that, time is actually lost to the Charterers by the Vessel not being available to perform the service immediately required unless caused by the act or omission of the Charterers or their servants, agents or subcontractors.
- (c) Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice.

## 14. Cancelling

- (a) Without prejudice to subclause (b) below, should the Vessel not have tendered Notice of Readiness at the first or sole port of loading in accordance with Clause 9 (Notice of Readiness) by 23.59 hours local time on the cancellation date stated in Box 18, the Charterers shall have the option of cancelling this Charter Party within forty-eight (48) hours after 23.59 hours local time on the cancellation date.
- (b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be able to tender such Notice of Readiness at the first or sole port or place of loading by 23.59 hours local time on the cancellation date, they shall notify the Charterers accordingly without delay, stating when the Vessel is expected to be able to tender Notice of Readiness and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancellation date on 23.59 hours local time on the date notified by the Owners. Such option must be declared by the Charterers within forty-eight (48) hours after the receipt of the Owners' notice or by 23.59 hours local time on the cancellation date, whichever is the earlier. If the Charterers do not exercise their option of cancelling, then the proposed new cancellation date shall replace the cancellation date stated in Box 18. The provisions of this subclause (b) shall operate only once, and if the Vessel shall not have tendered Notice of Readiness in accordance with Clause 9 (Notice of Readiness) by 23.59 hours local time on such new cancellation date, the Charterers shall have the option of cancelling this Charter Party within forty-eight (48) hours after 23.59 hours local time on the new cancellation date.
- (c) The provisions of this Clause and the exercise or non-exercise by the Charterers of their rights under this Clause shall not prejudice any claims which the Owners or the Charterers may have against each other.

## 15. Lien

The Owners shall have a lien on the Cargo and on all sub-freights payable in respect of the Cargo for freight, deadfreight, demurrage, general average contributions, salvage, claims for compensation or damages and for all other amounts due under or pursuant to this Charter Party and all costs of recovering same, including legal costs.

## 16. Suspension and Termination

- (a) Without prejudice to Clause 15 or to any other rights or claims whatsoever that the Owners may have, should the Charterers fail to pay freight, deadfreight, demurrage or other compensation in accordance with the requirements of this Charter Party, the Owners shall be entitled at any time thereafter to suspend the performance of any and all of their obligations hereunder.
- (b) If the Charterers fail either to rectify their failure to pay in full or to provide security for such sums in terms acceptable to the Owners within ninety six (96) hours of their receiving a notice from Owners to do so, the Owners shall be entitled to terminate this Charter Party at any time thereafter while such sums remain outstanding and/or to discharge the Cargo at any port or place, and such action shall not be considered to be a breach or deviation under any relevant bills of lading.
- (c) The Charterers shall indemnify the Owners for all damages, losses, expenses or liabilities that they may incur as a result of the Owners exercising their rights under this Charter Party including any liability that the Owners may incur to third parties by doing so. The Charterers shall promptly provide appropriate security or substitute security to avoid any delays to the Vessel in the event of its actual or threatened arrest or detention. Compensation for time lost to the Owners shall be paid by the Charterers at the demurrage rate.

## 17. Strikes

- (a) If at any time before commencement of loading the Cargo at the first or sole port or place of loading, there exists a strike or lockout that is likely to delay or prevent the actual loading or any part of it at any port or place of loading, the Owners may request the Charterers to affirm that laytime and time on demurrage shall count as if there were no strike or lockout. Unless the Charterers have made such affirmation in writing within twenty-four (24) hours, the Owners shall have the option of cancelling this Charter Party and any Notice of Readiness given during such period of twenty-four (24) hours shall not prejudice such right of cancellation. Where the Charterers have made such affirmation, subclause (b) below shall not apply to such strike or lockout.
- (b) If at any time after commencement of loading the Cargo, strike(s) or lockout(s) delay or prevent the actual loading at any port or place of loading, any demurrage caused thereby shall be incurred at half rate for the first ten (10) cumulative days and thereafter (subject to subclause (c) below) at full rate.
- (c) In any case, where strike(s) or lockout(s) delay or prevent the actual loading, at any port or place of loading, for a cumulative total delay of twenty-five (25) days, the Owners shall be entitled thereafter to be compensated at the higher of (i) a daily rate equivalent to the demurrage rate, and (ii) the prevailing market hire rate plus bunkers consumed.
- (d) If strike(s) or lockout(s) delay or prevent the actual discharging of the Cargo or any part of it, at any discharge port or place, any demurrage caused thereby shall be incurred at half rate for the first ten (10) cumulative days and thereafter at full rate until the end of the twenty fifth (25) cumulative day. Should discharge continue beyond the twenty fifth (25) cumulative day of delay, the Charterers shall pay the higher of (i) a daily rate equivalent to the demurrage rate, and (ii) the prevailing market hire rate plus bunkers consumed until completion of discharge.
- (e) All amounts due under this Clause shall be paid every seven (7) days unless otherwise agreed.
- (f) Except as provided in this Clause, neither party shall be responsible for the consequences of strike(s) or lockout(s) which prevent or affect the actual loading or discharging of the Cargo.

#### 18. General Exceptions Clause

Neither the Vessel nor the Owners nor the Charterers, nor their respective servants, agents or subcontractors, shall, unless otherwise expressly provided in this Charter Party, be responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the Cargo as a result of the following events unless they can reasonably be avoided or guarded against: Act of God; act of war; act of public enemies, act of pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process (other than when caused by breach of obligations relating to this Charter Party), provided that reasonable steps are taken to furnish adequate security promptly to release the Vessel or Cargo; floods; fires; blockades; riots; insurrections; civil commotions; earthquakes; explosions; infectious or contagious disease; or any other similar event. However, nothing in this Clause shall interrupt the running of laytime or time on demurrage nor relieve the Charterers of, nor diminish their obligation for, payment of any sum that is due to the Owners under this Charter Party.

#### 19. Bills of Lading

The Master or the Vessel's agents, provided written authority (a copy of which is to be furnished to the Charterers) has been given by the Owners to the agents, shall, without prejudice to this Charter Party, sign bills of lading as presented in terms no less favourable to the carrier than those of CONGENBILL 2022 and always in conformity with the mate's receipts. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise as a result of signing bills of lading to the extent that the provisions or contents of such bills of lading impose or result in the imposition on the carrier and/or the Owners of any exposure, liability or responsibility that is more onerous than those to which the Owners would have been subject had the claim been made against them under this Charter Party.

#### 20. BIMCO Electronic Bills of Lading Clause 2014

- (a) At the Charterers' option, bills of lading, waybills and delivery orders referred to in this Charter Party shall be issued, signed and transmitted in electronic form with the same effect as their paper equivalent.
- (b) For the purpose of subclause (a) above the Owners shall subscribe to and use Electronic (Paperless) Trading Systems as directed by the Charterers, provided such systems are approved by the International Group of P&I Clubs. Any fees incurred in subscribing to or for using such systems shall be for the Charterers' account.
- (c) The Charterers agree to hold the Owners harmless in respect of any additional liability arising from the use of the systems referred to in subclause (b) above, to the extent that such liability does not arise from the Owners' negligence.

#### 21. Classification and Insurance

The Owners shall ensure that:

- (a) the Vessel is classed with the Classification Society stated in Box 5(iii); and
- (b) the Vessel is insured for third party liabilities with the P&I Club or liability underwriter stated in Box 5(iv);

and that it will be so maintained throughout the term of this Charter Party unless agreed otherwise by the Charterers, such agreement not to be unreasonably withheld.

#### 22. Liberty and Deviation

- (a) The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to deviate for the purpose of saving life or property and for any other purpose reasonably necessary for the safe continuation of the voyage, including calling at any place for bunkers, taking on board spares, stores or supplies, repairs to the Vessel, crew changes, landing of stowaways or persons rescued at sea, medical emergencies and ballast water exchange, and the Owners shall not be liable for any loss or damage (including delay) arising or resulting therefrom.
- (b) This Clause shall be incorporated into any sub-charter and any bill of lading issued pursuant hereto.

#### 23. Substitution

With the prior written consent of the Charterers, which shall not be unreasonably withheld, the Owners may nominate and provide a substitute vessel of materially similar characteristics within the laydays/cancelling spread stated in Box 18, provided that the Owners shall always remain responsible for the due performance of this Charter Party. Such substitute vessel shall become the Vessel for the purposes of this Charter Party.

**24. Sub-let and Assignment**

With the prior written consent of the Owners, which shall not be unreasonably withheld, the Charterers may sub-let or assign this Charter Party, provided that the Charterers shall always remain responsible for the due performance of this Charter Party.

**25. Taxes and Dues**

- (a) On the Vessel: The Owners shall pay all dues, charges, duties and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.
- (b) On the Cargo: The Charterers shall pay all dues, charges, duties and taxes customarily levied on the Cargo, howsoever the amount thereof may be assessed.
- (c) On freight: Unless otherwise agreed in Box 20, taxes levied or calculated on the freight shall be for the Charterers' account.

**26. Agency**

- (a) Unless stated otherwise in Box 21, the Vessel will be consigned to agents to be nominated by the Charterers. Such agents will be appointed and paid by the Owners at the ports or places of loading and discharge, but shall in any and all matters relating to or arising out of or in connection with the cargo and its loading, discharge and delivery (including the preparation and presentation of bills of lading), be deemed to be the agents of the Charterers.
- (b) Always subject to the terms of this Charter Party, the parties shall each be responsible for the act, neglect or default of their respective servants, agents and sub-contractors. Shippers and receivers shall be deemed to be the agents of the Charterers in the performance of any function which is the responsibility of the Charterers under this Charter Party.
- (c) Unless otherwise agreed, the agents shall comply with the minimum quality standards that are prescribed by FONASBA (The Federation of National Associations of Ship Brokers and Agents), ISO (The International Organisation for Standardisation) or other equivalent quality standards.

**27. Limitation of Liability**

- (a) Nothing contained in, or done or not done, under this Charter Party shall constitute a surrender or waiver of any right of limitation which might otherwise be available as a matter of law to the Owners, the Charterers, the Vessel, its registered or disponent owners, or the managers, operators, charterers, any person or party for whose act, neglect or default such parties may be liable, or the liability insurers of such parties.
- (b) The Charterers shall ensure that the terms and conditions of access and use at any berth or place to which they may require the Vessel to proceed (unless expressly named in this Charter Party) shall not prejudice any such right of limitation and shall indemnify the Owners against any loss, damage or liability arising or resulting from failure to do so.

**28. Protective Clauses**

The New Jason Clause, Both-to-Blame Collision Clause and International Group of P&I Clubs/BIMCO Himalaya Clause for Bills of Lading and Other Contracts 2014 as contained in CONGENBILL 2022 shall be deemed incorporated and form part of this Charter Party and shall be expressly incorporated in any bill of lading issued under this Charter Party.

**29. General Average**

General Average shall be adjusted, stated and settled in London, unless otherwise stated in Box 22, according to York-Antwerp Rules 2016.

Cargo's contribution to General Average shall be paid to the carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew.

**30. BIMCO Ice Clause for Voyage Charter Parties 2005**

The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow icebreakers.

**(a) Port of Loading:**

(i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.

If the Charterers fail within 48 hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the contract were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.

(ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with Cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with Cargo for the Owners' account.

**(b) Port of Discharge:**

(i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation at the demurrage rate stated in Box 19 or of ordering the Vessel to a safe and accessible alternative port.

If the Charterers fail to make such declaration within 48 hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the Cargo.

(ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with Cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers'

nomination of a safe and accessible alternative port within 24 hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the vessel may proceed to the nearest safe and accessible port and there discharge the remaining Cargo.

(iii) On delivery of the Cargo other than at the port(s) named in the contract, all conditions of the bills of lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the Cargo delivered at the substituted port(s) shall be increased proportionately.

**31. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005**

- (a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).
- (ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).
- (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.
- (b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.
- (ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.
- (c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:
- (i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.
- (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.
- (d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.
- (e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

**32. BIMCO Sanctions Clause for Voyage Charter Parties 2020**

- (a) For the purposes of this Clause:
- "Sanctioned Activity" means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority.
- "Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.
- "Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.
- (b) Owners warrant that at the date of this Charter Party and throughout its duration they, the registered owners, bareboat charterers, intermediate disponent owners, managers, the Vessel and any substitute are not a Sanctioned Party.
- (c) Charterers warrant that at the date of this Charter Party and throughout its duration they and any subcharterers, shippers, receivers and cargo interests are not a Sanctioned Party.
- (d) If at any time either party is in breach of subclause (b) or (c) above then the party not in breach may terminate and/or claim damages resulting from the breach.
- (e) If performance of this Charter Party involves a Sanctioned Party or a Sanctioned Activity, without prejudice to any other rights that may be available in subclause (d) above:
- (i) if loading has not commenced, Owners may cancel this Charter Party; or
- (ii) if the voyage or the loading has commenced, Owners may refuse to proceed and discharge any cargo already loaded at any safe port or place of their choice (including the port or place of loading) in complete fulfilment of this Charter Party,
- provided always that if this Charter Party provides that loading and/or discharging is to take place within a range of ports or places that do not involve a Sanctioned Party or a Sanctioned Activity, Owners must first request Charterers to nominate an alternative port or place and may cancel the Charter Party or refuse to proceed on the voyage only if such nomination is not made within forty-eight (48) hours after the request.
- (f) If in compliance with subclause (e) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of this Charter Party.

- (g) Charterers shall indemnify Owners against any and all claims brought by the owners of the cargo and/or the holders of bills of lading, waybills or other documents evidencing contracts of carriage and/or subcharterers against Owners by reason of Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with subclause (e) above.
- (h) Charterers shall procure that this Clause shall be incorporated into all sub-charters and bills of lading, waybills or other documents evidencing contracts of carriage issued pursuant to this Charter Party.

**33. BIMCO War Risks Clause for Voyage Chartering (VOYWAR 2013)**

- (a) For the purpose of this Clause, the words:

(i) "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(ii) "War Risks" shall include any actual, threatened or reported:

War, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"); acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the government of any state or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.

- (b) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose the Vessel, cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, cargo, crew, or other persons on board the Vessel may be exposed to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (c) The Owners shall not be required to continue to load cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing contracts of carriage for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.
- (d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, cargo, crew or other persons on board the Vessel may be exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (e) (i) The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefor shall be for their account.
- (ii) If, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall further reimburse the Owners for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Owners shall leave the area or areas as soon as possible after completion of discharge.
- (iii) All payments arising under this Sub-clause (e) shall be settled within fifteen (15) days of receipt of Owners' supported invoices.
- (f) The Vessel shall have liberty:
- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the government of the nation under whose flag the Vessel sails, or other government to whose laws the Owners are subject, or any other government of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;
- (iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;
- (v) to call at any alternative port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment, detention or similar measures;
- (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.

- (g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of subclauses (b) to (f) above which are made under any bills of lading, waybills or other documents evidencing contracts of carriage.
- (h) When acting in accordance with any of the provisions of subclauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

#### 34. BIMCO Piracy Clause for Single Voyage Charter Parties 2013

- (a) If, after entering into this Charter Party, in the reasonable judgement of the Master and/or the Owners, any port, place, area or zone, or any waterway or canal (hereinafter "Area") on any part of the route which is normally and customarily used on a voyage of the nature contracted for becomes dangerous, or the level of danger increases, to the Vessel, cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"), the Owners shall be entitled to take a reasonable alternative route to the discharging port and, if they so decide, immediately give notice to the Charterers that such route will be taken. Should the Vessel be within any such place as aforesaid which only becomes dangerous, after entry, it shall be at liberty to leave it.
- (b) In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:
  - (i) to take reasonable preventative measures to protect the Vessel, crew and cargo including but not limited to re-routing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Vessel (including embarkation/disembarkation);
  - (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
  - (iii) to comply with all orders, directions, recommendations or advice given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and
  - (iv) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
- (c) This Clause shall be incorporated into any bills of lading, waybills or other documents evidencing contracts of carriage (hereinafter "Contracts of Carriage") issued pursuant to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master signing Contracts of Carriage as presented to the extent that the terms of such Contracts of Carriage impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Clause.
- (d) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail.

#### 35. Brokerage

A brokerage commission at the rate(s) stated in Box 23 on the freight, deadfreight and demurrage received by the Owners under this Charter Party shall be paid by the Owners to the party(ies) stated in Box 23.

#### 36. Notices

For the purpose of giving notices, except for notices given under the BIMCO Law and Arbitration Clause 2020, the Owners' contact details are stated in Box 28 and the Charterers' contact details are stated in Box 29. Any notice or approval to be given under this Charter Party shall be in writing.

#### 37 BIMCO Law and Arbitration Clause 2020

**The Parties have been given a choice of law and arbitration alternatives in Part I and this is the clause that shall apply.**

- (a) This contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be referred exclusively to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of arbitration shall be London even where any hearing takes place in another jurisdiction.
- (b) The reference shall be to three (3) arbitrators.
- (c) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the parties may agree) the parties may agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.
- (e) The terms, procedures and rules referred to in subclauses (c) and (d) above shall be those current at the time when the arbitration proceedings are commenced.
- (f) Any and all notices and communications in relation to any arbitration proceedings under this Clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail address of the Owners stated in Box 30 and of the Charterers stated in Box 31, respectively.

Either Party shall be entitled to change and/or add to the e-mail addresses by sending notice of change to the other Party at the address in Box 30 and Box 31 respectively (or, if previously amended by notice, the relevant amended addresses).

Nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this contract being served by other effective means.

**38. Original Charter Party**

Upon demand, each party shall promptly provide to the other a duly executed original of this Charter Party with each page initialled by the signatory(ies) thereto.

*Working Copy*