

Code Name: "NYPE 93"

Recommended by:
The Baltic and International Maritime Council (BIMCO)
The Federation of National Associations of
Ship Brokers and Agents (FONASBA)



TIME CHARTER[®]

New York Produce Exchange Form
Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.

November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946;
Revised June 12th, 1981; September 14th 1993.

THIS CHARTER PARTY, made and concluded in _____ this _____ day of _____
Between: _____ Owners of the
Vessel described below, and _____
Charterers.

Description of Vessel

Name _____ Flag _____ Built _____ (year).
Port and number of Registry _____ Classed _____ in China
Deadweight ~~long~~/metric tons (cargo and bunkers, including freshwater and stores not
exceeding _____ long/metric tons) on a salt water draft of _____ on summer freeboard.
Capacity _____ cubic feet grain _____ cubic feet bale space.
Tonnage _____ GRT/NRT.
Speed about _____ knots, fully laden, in good weather conditions up to and including
maximum Force _____ on the Beaufort wind scale, on a consumption of about _____
~~long~~/metric tons of _____
Delete as appropriate.
For further description see Appendix "A" (~~if applicable~~)

1. Duration

The Owners agree to let and the Charterers agree to hire the Vessel from the time of delivery
for a period of 3 months +/- 15 days in charterer's option within below
mentioned trading limits.

2. Delivery

The vessel shall be placed at the disposal of the Charterers at _____. The vessel on
her delivery shall be ready to receive cargo with clean- swept holds and tight, staunch, strong
and in every way fitted for ordinary cargo service, having water ballast and with sufficient
power to operate all cargo- handling gear simultaneously.
The owners shall give the Charterers not less than 15/7/5/3/2/1 days notice of
expected date of delivery.

3. On-Off Hire Survey

Prior to delivery and redelivery the parties shall, ~~unless otherwise agreed, each~~ jointly appoint
an independent surveyor on delivery/redelivery respectively, ~~for their respective accounts,~~
~~who shall not later than at first loading port/last discharging port respectively,~~ to conduct joint
on -hire /off -hire surveys, for the purpose of ascertaining quantity of bunkers on board and

the condition of the Vessel. A single report shall be prepared on each occasion and signed by each the surveyor. ~~without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party.~~ On -hire survey shall be on Charterers' time and off hire survey on Owners' time. On – hire / Off – hire survey cost to be shared equally between owners and charterers.

4.Dangerous Cargo/Cargo Exclusions

(a) the vessel shall be employed in carry lawful merchandise in containers and/or artificial tween decks excluding any goods of a dangerous, injurious, flammable or corrosive nature unless carried in accordance with the requirements or recommendations of the competent authorities ~~of the country of the Vessel's registry and~~ of ports of shipment and discharge and of any intermediate countries or ports through whose waters the Vessel must pass. Without prejudice to the generality of the foregoing, in addition the following are specifically excluded: livestock of any description, arms except for sporting purposes ammunition, explosives, nuclear and radioactive materials, except radio isotopes for scientific or medical purpose, all cargoes under UN embargoes. All cargo to be loaded, stowed, and carried in accordance with IMO regulations. Any necessary extra insurance/materials/fittings/equipment in this respect to be arranged for by charterers for their account. BIMCO carriage of nuclear material clause to apply.

(b) in IMO- classified cargo is agreed to be carried, the amount of such cargo shall be limited to as per vessel's Dangerous Cargo Certificate and the Charterers shall provide the Master with any evidence he may reasonably stowed in accordance with IMO regulations, failing which the Master is entitled to refuse such cargo or, if already loaded, to unload it at the charterers' risk and expense..

5.Trading Limits

The vessel shall be employed in such lawful trades between safe ports and safe places within Intra Asia area but always within I.W.L. and at least calling 1 Chinese coastal main port (exclude Hong Kong and Macau) every 30 days ~~excluding~~ as the charterers shall direct.

6.Owners to Provide

The Owners shall provide any pay for the insurance of the Vessel, ~~except as otherwise provided,~~ and for all provisions, cabin, deck, engine-room and other necessary stores, including boiler water, fresh water and lubricating oil; shall pay for wages, immigration and consular shipping and discharging fees of the crew and charges for port services pertaining to the crew; shall maintain the vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service, and have a full complement of officers and crew. With valid inspection or other certificates necessary to comply with current requirements at ports of call within the above trading limits. Extra insurance, if any, owing to the vessel's age, class and/or flag is to be for owner's account.

7.Charterers to Provide

the charterers, while the vessel is on hire, shall provide and pay for all the bunkers except as otherwise agreed; shall pay for port charges (including compulsory watchmen and cargo watch men and compulsory garbage disposal), all communication expenses pertaining to the Charterers' business at cost, pilotages, towages, agencies, commissions, consular charges(except those pertaining to individual crew members or flag of the Vessel), and all other usual expenses except those stated in Clause 6, but when the Vessel puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all such

charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew shall be for the Owners' account. Fumigations ordered because of cargoes carried or ports visited while the vessel is employed under this Charter Party shall be for the Charterers' account. All other fumigations shall be for the Charterers' account after the vessel had been on charter for a continuous period of six months or more. The charterers shall provide and pay for necessary dunnage and also any extra fittings requisite for a special trade or unusual cargo, but the Owners shall allow them the use of any dunnage already on board the Vessel. Prior to redelivery the Charterers shall remove their dunnage and fittings at their cost and in their time.

8. Performance of Voyages

(a) the master shall perform the voyages with due dispatch, and shall render all customary assistance with the Vessel's crew. The master shall be conversant with English language and (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and the Charterers shall perform all cargo handling, including but not limited to loading, stowing, trimming, lashing, securing, dunnaging, unlashing, discharging, and tallying, at their risk and expense, under the supervision of the Master.

(b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary or required by charterers, make a change in the appointments.

9. Bunkers

(a) the Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and diesel oil remaining on board the Vessel as hereunder. ~~The vessel shall be delivered with: about 250 long/metric tons of fuel oil at the price of _____ per ton; about 50 tons of diesel oil at the price of _____ per ton. The vessel shall be redelivered with: about 250 tons of fuel oil at the price of _____ per ton; about 50 tons of diesel oil at the price of _____ per ton. *Same tons apply throughout this clause.~~

Vessel to be delivered with about 250 MT fuel oil and about 50 MT diesel oil. Oil prices as per owners' last bunkering voucher.

Vessel to be redelivered with about the same quantity of fuel and diesel oil as on delivery and price as per charterers' last bunkering voucher.

(b) The charterers shall supply bunkers of a quality suitable for burning in the vessel's engines and auxiliaries and which conform to the specification(s) as set out in Appendix A.

The owners reserve their right to make a claim against the Charterers for any damage to the main engines or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s). additionally, if bunker fuels supplied do not conform with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the Vessel's engines or auxiliaries, the Owners shall not be held responsible for any reduction in the Vessel's speed performance and /or increased bunker consumption, nor for any time lost and any other consequences.

10. Rate of Hire/Redelivery Areas and Notices

The charterers shall pay for the use and hire of the said Vessel at the rate of _____ per day and/or pro-rata including overtime payable every 15 days in advance. ~~U.S. currency, daily, or _____ U.S. currency per ton on the Vessel's total deadweight carrying capacity, including bunkers and stores, on _____ summer freeboard, per 30 days, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire shall continue until the hour of the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless Vessel lost) at _____ unless otherwise mutually agreed.~~

The charterers shall give the Owners not less than 30 days notice of the Vessel's expected date of redelivery. Vessel to be redelivered DLOSP in Qingdao, any time day or night, Sundays and Holidays included.

For the purpose of hire calculations, the times of delivery, redelivery or termination of charter shall be adjusted to GMT.

11. Hire Payment

(a) Payment

Payment of Hire shall be made so as to be received by the Owners or their designated payee in Singapore in below account ~~via _____ in _____ currency, or~~ in United States Currency, in funds available to the Owners on due date, 15 days in advance, and for the last 15 days or part of same the approximate amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by the Owners, unless deposit is made by the charterers. Failing the punctual and regular payment of the hire, or on any fundamental breach whatsoever of this Charter Party, the Owners shall be at liberty to withdraw the Vessel from the service of the charterers without prejudice to any claims they (the Owners) may otherwise have on the Charterers. At any time after the expiry of the grace period provided in Sub-clause 11 (b) hereunder and while the hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.

Owner's Account in

b) .Grace Period

Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Charterers shall be given by the Owners clear 3 banking days (as recognized at the agreed place of payment) written notice to rectify the failure, and when so rectified within those 4 days following the Owner's notice, the payment shall stand as regular and punctual.

Failure by the Charterers to pay the hire within 3 clear banking days of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 11 (a) above.

(c) Last Hire Payment

Should the Vessel be on her voyage towards port of redelivery at the time the last and/or the penultimate payment of hire is/are due, said payment(s) is/are to be made for such length of time as the Owners and the Charterers may agree upon as being the estimated time necessary to complete the voyage, and taking into account bunkers actually on board; to be taken over by the Owners and estimated disbursements for the Owners' account before redelivery.

Should same not cover the actual time, hire is to be paid for the balance, day by day, as it becomes due. When the Vessel has been redelivered , any difference is to be refunded by the Owners or paid by the Charterers, as the case may be

(d) Cash Advances

Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required by the Owners/Master, subject to 2.5 percent commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

12. Berths

The Vessel shall be loaded and discharged in any safe dock or at any safe berth or safe place that Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat at any time of tide.

13. Spaces Available

(a) The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can reasonably and safely stow and carry) , also accommodations for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for the vessel's officers, crew, tackle, apparel, furniture, provisions , stores and fuel.

(b) In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by the Charterers for any loss and/or damage and/or liability of whatsoever nature caused to the Vessel as a result of the carriage of deck cargo and which would not have arisen had deck cargo not been loaded.

14. Supercargo and Meals

The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the Charterers' risk and see that voyages are performed with due despatch. He is to be furnished with free accommodation and same fare as provided for the Master's table. the Charterers paying at the rate of _____ per day. The Owners shall victual pilots and customs officers. and also. when authorized by the Charterers or their agents. shall victual tally clerks. stevedore's foreman. etc. , Charterers paying at the rate of _____ per meal for all such victualing.

15. Sailing Orders and Logs

The Charterers shall furnish the Master from time to time with all requisite instructions and sailing directions. in writing in English language. and the Master shall keep full and correct deck and engine logs of the voyage or voyages. which are to be patent to the Charterers or their agents. and furnish the Charterers, their agents or supercargo, when required, with a true copy of such deck and engine logs, showing the course of the Vessel , distance run and the consumption of bunkers. Any log extracts required by the Charterers shall be in English language.

16. Delivery/ Cancelling

If required by the Charterers, time shall not commence before May 15th, 2005 and should the Vessel not be ready for delivery on or before May 17th, 2005 but not later than 2400 hours, the Charterers shall have the option of canceling this Charter Party.

Extension of Canceling:

If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready for delivery by the canceling date, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be ready, they may , at the earliest seven days before the Vessel is expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two days or by the canceling date, whichever shall. first occur, then the seventh day after the expected date of readiness for delivery as notified by the Owners shall replace the original canceling date.. Should the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this clause.

17 .Off. Hire

In the event of loss of time from deficiency and/or default and/or strike of officers or crew, or deficiency of stores , fire, breakdown of, or damages to hull, machinery or equipment, grounding, detention by the arrest of the Vessel (unless such arrest is caused by events for which the Charterers, their servants, agents or subcontractors are responsible), or detention by average accidents to the Vessel or cargo unless resulting. from inherent vice, quality or defect of the cargo, dry docking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the Vessel , the payment of hire and overtime, if any, shall cease for the time thereby lost. Should the Vessel deviate or put back during a voyage, contrary to the orders or directions of her Charterers, for any reason other than accident to the cargo or where permitted in Clause 22 hereunder, the hire is to be suspended from the time of her deviating or .putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All bunkers used by the Vessel while off hire shall be for the Owners' account. In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel and/ or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment, the time so lost, and the cost of any extra bunkers consumed in consequence thereof, and all extra proven expenses may be deducted from the hire.

18 .Sublet

Provided owners approved, the Charterers to have the option to sublet the Vessel for all or any part of the time covered by this charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.

19.Drydocking

The Vessel was last drydocked ...July, 2004..

~~*(a) The Owners shall have the option to place the Vessel in drydock during the currency of this Charter at a convenient time and place, to be mutually agreed upon between the Owners and the Charterers, for bottom cleaning and painting and/ or repair as required by class or dictated by circumstances.~~

*(b)Except in case of emergency no drydocking shall take place during the currency of this Charter Party.

~~*Delete as appropriate.!!!~~

20. Total Loss

Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once.

21. Exceptions

The act of God , enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers, and navigation, and errors of navigation throughout this Charter, always mutually excepted.

22. Liberties

The Vessel shall have the liberty to sail with or without pilots , to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving .life and property.

23. Liens

The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.

The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter Party, they will not procure any supplies or necessities or services, including any port expenses and bunkers, on the credit of the Owners or in the Owners' time.

24. Salvage

All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting Owners' and Charterers' expenses and crew's proportion.

25. General Average

General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, in Beijing and settled in USA Dollars currency. The Charterers shall procure that all bills of lading issued during the currency of the Charter Party will contain a provision to the effect that general average shall be adjusted 'according to York- .Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof and will include the "New Jason Clause" as per Clause 31. Time charter hire shall not contribute to general average.

26. Navigation

Nothing herein stated is to be construed as a demise of the Vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the Vessel , acts of pilots and tug boats, insurance, crew, and all other matters, same as when trading for their account.

27 .Cargo Claims

Cargo claims as between the Owners and the Charterers shall be settled in accordance with the Inter-Club New York Produce Exchange Agreement of February 1970, as amended May, 1984, or any subsequent modification or replacement thereof. However, it is understood that only containers received on board in sealed condition, which is common in this trade, and which will be discharged sealed, then owners not be liable for any shortage or pilferage finally established.

28. Cargo Gear and Lights

~~The Owners shall maintain the cargo handling gear of the Vessel which is as follows: providing gear (for all derricks or cranes) capable of lifting capacity as described As described in the vessels description, the vessel is gearless. The Owners shall also provide lights on the Vessel for night work lights as on board, but all additional lights over those on board shall be at the Charterers' expense. The Charterers shall have the use of any gear on board the Vessel. If required by the Charterers, the Vessel shall work night and day. and all cargo handling gear shall be at the Charterers' disposal during loading and discharging. In the event of disabled cargo handling gear, or insufficient power to operate the same, the Vessel is to be considered to be off hire to the extent that time is actually lost to the Charterers and the Owners to pay stevedore stand-by charges occasioned thereby, unless such disablement or insufficiency of power is caused by the Charterers' stevedores. If required by the Charterers, the Owners shall bear the cost of hiring shore gear in lieu thereto, in which case the Vessel shall remain on hire.~~

29. Crew Overtime

In lieu of any overtime payments to officers and crew of work ordered by the Charterers or their agents, the Charterers shall pay to the crew directly. ~~the Owners, concurrently with the hire xxxxxxxx per month or pro rata.~~

30 .Bills of Lading

(a) The Master shall sign the bills of lading or waybills for cargo as presented in conformity with mates or tally clerk's receipts. However, the Charterers or their agents may sign bills of lading or waybills on behalf of the Master, with the Owner's prior written authority, always in conformity with mates or tally clerk's receipts.

(b) All bills of lading or waybills shall be without prejudice to this Charter Party and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter Party and any bills of lading or waybills signed by the Charterers or their agents or by the Master at their request.

(c) Bill of lading covering deck cargo shall be claused " Shipped on deck at Charterers' , Shippers' and Receivers' risk, expense and responsibility, without liability on the part of the Vessel , or her Owners for any loss, damage, expense or delay howsoever caused. "

31.Protective Clause

This Charter Party is subject to the following clauses all of which are also to be included in all bills of lading or waybills issued hereunder:

(a) **CLAUSE PARAMOUNT**

"This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hague- Visby Rules, as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed asurrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that extent, but not further. "

and

(b) **BOTH- TO-BLAME COLLISION CLAUSE**

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact. "

And

(c) **NEW JASON CLAUSE**

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or

owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required be made by the good, shipper, consignees or owners of the goods to the carrier before delivery. "

And

(d) U.S. TRADE-DRUG-CLAUSE

"In pursuance of the provisions of the U. s. Anti Drug Abuse Act 1986 or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.

Non-compliance with the provisions of this clause shall amount to breach of warranty for consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines as a result of the Charterers' breach of the provisions of this clause shall be for the Charterer's account and the Vessel shall remain on hire.

Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense put up the bails to secure release of the Vessel.

The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the Vessel's personnel. "

And

(e) WAR CLAUSES

"(i) No contraband of war shall be shipped. The Vessel shall not be required, without the consent of the Owners which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or defacto authority or any purported governmental organization maintaining naval, military or air forces).

(ii) If such consent is given by the Owners, the Charterers will pay the provable additional cost of insuring the Vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of In addition, the Owners may purchase and the Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a government program, the Vessel shall not be required to enter or remain at any such port or zone.

(iii) In the event of the existence of the conditions described in (i) subsequent to the date of this Charter, or while the Vessel is on hire under this Charter, the Charterers shall, in respect of voyages to any such port or zone assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, warlike operations or hostilities.

(iv) Any war bonus to officers and crew due to the Vessel's trading or cargo carried shall be for the Charterers's account. "

32. War Cancellation

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: _U.S.A, Great Britain, Japan, France, U.S.S.R, P.R.China, Republic of Korea and St.Vincent , either the Owners or the Charterers may cancel this Charter Party .Whereupon, the Charterers shall redeliver the Vessel to the Owners. ~~in accordance with Clause 101 If she has cargo on board, after discharge the cargo thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is or, if at sea, at a near open and safe port as directed by the Owners.~~ In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter Party shall apply until redelivery.

33. Ice

The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that in the ordinary course of things the Vessel will not be able on account of ice to safely enter and remain in the port or area or to get out after having completed loading or discharging. Subject to the Owners' prior approval the Vessel is to follow icebreakers when reasonably required with regard to her size, construction and ice class.

34. Requisition

Should the Vessel be requisitioned by the government of the Vessel's flag during the period Of this Charter Party, the Vessel shall be deemed to be off hire during the period of such requisition , and any hire paid by the said government in respect of such requisition period shall be retained by the Owners. The period during which the Vessel is on requisition to the said government shall count as part of the period provided for in this Charter Party.

~~If the period of requisition exceeds months, either party shall have the option of cancelling this Charter Party and no consequential claim may be made by either party.~~

35. Stevedore Damage

Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and all damage to the Vessel caused by stevedores provided the Master has notified the Charterers and/or their agents in writing as soon as practical but ~~not later than 48 hours~~ in any case before departure after any damage is discovered and master has to obtain the acknowledgement and signature from the responsible parties. Such notice to specify the damage in detail and to invite Charterers to appoint a surveyor to assess the extent of such damage.

(a) In case of any and all damage(s) affecting the Vessel's seaworthiness and/or the safety of the crew and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately arrange for repairs of such damage(s) at their expense and the Vessel is remain on hire until such repairs are completed and if required passed by the Vessel's classification society.

(b) Any and all damage (s) not described under point (a) above shall be repaired at the Charterers' option, before or after redelivery concurrently with the Owners' work. In such case no hire and /or expenses will be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the Owners' work.

36. Cleaning of Holds

~~The Charterers shall provide and pay extra for sweeping and/or washing and/or cleaning of holds between voyages and/or between cargoes provided such work can be undertaken by the crew and is permitted by local regulations, at the rate of _____ per hold. In connection with any such operation, the Owners shall not be responsible if the Vessel's holds are not accepted or passed by the port or any other authority. The Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against a lumpsum payment of in lieu of cleaning.~~

37. Taxes

Charterers to pay all local, State, National taxes and/ or dues assessed on the Vessel or the Owners resulting from the Charterers' orders herein, whether assessed during or after the currency of this Charter Party including any taxes and/or dues on cargo and/or freights and/or sub-freights and/or hire (excluding taxes levied by the country of the flag of the Vessel or the Owners). All dues, duties, charges and/or taxes on the vessel's crew and/or stores are to be for owner's account.

38. Charterers' Colors

The Charterers shall have the privilege of flying their own house flag and painting the Vessel with their own markings. The Vessel shall be repainted in the Owners' colors before termination of the Charter Party. Cost and time of painting, maintaining and repainting those changes effected by the Charterers shall be for the Charterers' account.

39. Laid Up Returns

~~The Charterers shall have the benefit of any return insurance premium receivable by the Owners from their underwriters as and when received from underwriters by reason of the Vessel being in port for a minimum period of 30 days if on full hire for this period or pro rata for the time actually on hire.~~

40. Documentation

The Owners shall provide any documentation relating to the Vessel that may be required to permit the Vessel to trade within the agreed trade limits, including, but not limited to certificates of financial responsibility for oil pollution, provided such oil pollution certificates are obtainable from the Owners' P & I club, valid international tonnage certificate, ~~Suez and Panama tonnage certificates~~, valid certificate of registry. ~~and certificates relating to the strength and/or serviceability of the Vessel's gear~~

41. Stowaways.

- (a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by mean of secreting away in the goods and/ or containers shipped by the Charterers.
- (ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the goods and/ or containers shipped by the charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them. Furthermore, all time lost and all expenses whatsoever and howsoever incurred , including fines, shall be for the Charterers' account and the Vessel shall remain on hire.
- (iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a) (ii) above the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

(b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off hire.

(ii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

42. Smuggling

In the event of smuggling by the Master, Officers and/or Crew, the Owners shall bear the cost of any fines, taxes, or imposts levied and the Vessel shall be off hire for any time lost as a result thereof.

43. Commissions

A commission of ____ percent is payable by the Vessel and the Owners to Dalian Sunfed Marine Enterprises Corp. on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.

44. Address Commission

~~An address commission of percent is payable to on hire earned and paid under this Charter.~~

45. Arbitration

Arbitration in Hong Kong and English Law to govern.

~~(a) NEW YORK,~~

~~All disputes arising out of this contract shall be arbitrated at New York in the following manner, and subject to U. S. Law:~~

~~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, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc. For disputes where the total amount claimed by either party does not exceed US \$ the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc.~~

~~(b) LONDON~~

~~All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be members of the Baltic Mercantile & Shipping Exchange and engaged in Shipping, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law.~~

~~For disputes where the total amount claimed by either party does not exceed US \$ * * the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.~~

~~* Delete para (a) or (b) as appropriate.~~

~~* * Where no figure is supplied in the blank space this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.~~

46. Reefer Containers

Cooling and ventilation instructions for all types of reefer containers are to be given in writing by the charterers to the master prior to loading. The crew is to monitor reefer containers and arrange for repair and maintenance of units whilst on board in case of malfunctioning in accordance with the charterers' instruction. The owners cannot be kept responsible for malfunctioning of reefer containers and power pack(s) for reasons beyond the owner's control. Maintenance condition of the power pack(s) and tank containers is the same as for reefer containers as stipulated in this clause. The crew is to monitor reefer containers at least 6 times per day and make record free of charge. If crew find there is something wrong with the reefer they should inform the charterers soonest. Cost of spare parts, if any, is to be for the account of the charterers.

Plugging and unplugging of reefer containers in connect with port calls is to be done by the vessel's crew, free of expense to the charterers.

Crew reefer bonus:

Charterers to negotiate with the master/crew directly.

47. C/E/V and Lashing materials

Charterers to pay _____ in Lump sum per 30 days and/or pro-rata to owners for cable charges and lashing materials.

Victual and entertainment cost to be settled directly between charterers and master.

48. Ows to guarantee that vessel's speed at sea will not less than 12.5knots when fully laden and in good weather conditions.

OWNERS

CHARTERERS

Appendix A : MV. XXX Particulars

船名

船籍

船级

吨位

容积

船速

燃料消耗

航区

用途

租船期间

交船和还船的时间和地点以及条件

租金及支付