

CODE NAME: NORGRAIN-SOUTH 2000



### NORGRAIN-SOUTH CHARTERPARTY 2000<sup>©</sup>

ISSUED BY THE ASSOCIATION OF SHIPBROKERS AND AGENTS (U.S.A.) INC. (ASBA) IN ASSOCIATION WITH THE FEDERATION OF NATIONAL ASSOCIATIONS OF SHIPBROKERS AND AGENTS (FONASBA)

..... 20 .....

**1 Owners** IT IS THIS DAY MUTUALLY AGREED, between .....

<i>2 Note: Delete as appropriate</i>	Owners	of the .....	Tween Decker	Self/Non Self Trimming Bulk Carrier	Call Sign .....
	Disponent Owners		Tanker		
	Time-chartered Owners				
	Chartered Owners				

**3 Description of Vessel** Built ..... at ..... of ..... metric tones of 1,000 Kilos deadweight all told, or thereabouts, and with a grain cubic capacity available for cargo of ..... cubic feet (including ..... cubic feet in self-bleeding wing spaces)

**7 Classification** Classed ..... in ..... now .....

*8 Note: Insert vessels's* .....

*10 Itinerary.* .....

**11 Charterers** and ..... of ..... Charterers.

**12 Loading Port(s)**

1. That the said vessel, being tight, staunch strong and in every way fit for the voyage, shall with all convenient speed proceed to ..... and there load at ..... safe loading berth(s) and/or anchorage(s) in Charterers' option always afloat, except at Argentinian completion ports or places where it is customary that vessels of similar size lie safely aground; in the River Parana the vessel shall load at one port or place, not higher than ....., always safely afloat, and the balance of the cargo at one safe port or place ..... The Charterers shall have the option of loading at a second or third Up-River or place always safely afloat, against additional freight payment of U.S.\$ ..... per metric tonne on the entire cargo for each additional port or place used. Charterers are to have the option of loading at one safe port or place Argentina or Brazil, always safely afloat a full and complete\*/part\* cargo in bulk of .....

.....  
 .....  
 at Charterers' option ..... metric tonnes of 1,000 Kilos ..... % more or less, quantity at Owners' option.

**24 Notice and 25 Loading Port 26 Orders**

2. Owners are to give Charteres (or their Agents) (telegraphic address " ..... ") telex number: ....., fax number: ..... 15 and 7 days notice of vessel's expected readiness to load date, and approximate quantity of cargo required with the 15 days' notice, such quantity to be based on cargo of Heavy Grain, unless the cargo composition has been declared or indicated.

The Charterers are to be kept continuously advised by written communication of any alteration in vessel's readiness to load date.

Master to apply to ..... (telegraphic or fax address " ..... ") for first or sole loading port orders 144 hours before vessel's expected readiness to load date, but not sooner than 144 hours before the laydays in Clause 4 and Charterers or their Agents are to give orders for first or sole loading port within 72 hours or receipt of Master's application, unless given earlier.

Orders for subsequent ports or places of loading, if used, to be given to the Master not later than .....

Master is to give Charterers (or their Agents) 72 and 12 hours notice of vessel's estimated time of arrival at first or sole loading port

36 together with vessel's estimated readiness to load date.

37 **Vessel** 3. Vessel is to load under inspection of the appropriate authority having jurisdiction in the country where loading is to take place.  
38 **Inspection**  
39 Vessel is to comply with the rules of such authorities, and shall load cargo not exceeding what she can reasonably stow and carry over  
40 and above her Cabin, Tackle, Apparel, Provisions, Fuel, Furniture and Water. Cost of such inspections shall be borne by Owners.

41 **Laydays/** 4. Laytime for loading, if required by Charterers, not to commence before 0800 on the ..... day of ..... 20 .....  
42 **Cancelling** Should the vessel's notice of readiness not be tendered and accepted as per Clause 18 before 1200 on the ..... day of ..... 20 .....  
43 the Charterers have the option of cancelling this Charterparty any time thereafter, but not later than one hour after the tender of notice of  
44 readiness as per Clause 18.

45 **Destination** 5. On being so loaded, the vessel shall proceed to .....  
46 .....  
47 as ordered by Charterers/Receivers\*, and deliver the cargo, according to Bills of Lading at ..... safe discharging berths  
48 in Charterers' option, vessel being always afloat, having been paid freight as per Clauses 8 and 9.

49 Discharging Master to apply by radio to ..... (telegraphic or fax address " ..... ")  
50 Port Orders for first or sole discharging port orders 96 hours before vessel is due off/at ..... and they are to give first or  
51 sole discharging port orders by radio within 48 hours of receipt of Master's application unless given earlier. If Master's application is  
52 received on a Saturday or Sunday, the time allowed shall be 52 hours instead of 48 hours.

53 Orders for second and/or third port(s) of discharge are to be given to the Master not later than vessel's arrival at first or subsequent port.

54 Master to radio Charterers/Receivers (or their Agents) 72 and 24 hours notice of vessel's estimated time of arrival at first or sole  
55 discharging port. Charterers/Receivers (or their Agents) are to be kept continuously advised by telecommunications of any alterations in  
56 such estimated time of arrival.

57 **Bills of** 6. The Master is to sign Bills of Lading as presented on the Norgrain-South Grain Bill of Lading form without prejudice to the terms,  
58 **Lading** conditions and exceptions of this Charterparty. If the Master elects to delegate the signing of Bills of Lading to his Agents he shall give  
59 them authority to do so in writing, copy of which is to be furnished to Charterers if so required.

60 **Rotation of** 7. Rotation of loading ports is to be in Charterers' option, if more than one port is used, but from Up-stream to Down-stream if  
61 **Ports** loading in the River Parana. Rotation of discharging ports is to be in Charterers' option, but if more than two (2) ports of discharge are  
62 used rotation is to be geographic ..... to .....

63 **Freight** 8. Freight to be paid as follows:  
64 .....  
65 .....  
66 .....  
67 .....  
68 per metric tonnes of 1,000 Kilos.  
69 Charterers have the option of ordering the vessel to load at .....  
70 .....  
71 in which case the rate of freight to be .....  
72 .....  
73 .....  
74 per metric tonnes of 1,000 Kilos.  
75 Charterers/Receivers have the option of ordering the vessel to discharge at .....  
76 .....  
77 in which case the rate of freight to be .....  
78 .....  
79 .....  
80 per metric tonnes of 1,000 Kilos.

81 If more than one port of loading and/or discharging is used, the rate of freight shall be increased by .....  
82 .....  
83 ..... per metric tonnes of 1,000 Kilos for each additional loading and/or discharging port on the entire cargo.

84 **Freight** 9. (a) Freight shall be fully prepaid on surrender of signed Bills of Lading in ..... in ..... currency to  
85 **Payment** .....  
86 .....  
87 on Bill of Lading weight, discountless, not returnable, vessel and/or cargo lost or not lost. Freight shall be deemed earned as cargo is

88	loaded on board.
89	Once the Bills of Lading have been signed, and Charterers call for surrender of Original Bills of Lading against freight payment above,
90	it will be incumbent upon Owners or their Agents to comply immediately with such call for surrender during office hours, Mondays to
91	Fridays inclusive.
92 (Other)	(b) .....
93	.....
94	.....
95 Cost of	10. (a)* Cargo is to be loaded and spout trimmed and discharged (to Master's satisfaction in respect of seaworthiness) free of expense
96 Loading and	to the vessel.
Discharging	
97	(b)* Cargo is to be loaded and trimmed at Owners' expense.
98	Cargo is to be discharged free of expense to the vessel (to Master's satisfaction in respect of seaworthiness).
99 Stevedores at	11. Stevedores at loading and discharging port(s) are to be appointed by and paid by Charterers.
Loading Port(s)	
100 and Discharging	In all cases, stevedores shall be deemed to be the servants of the Owners and shall work under the supervision of the Master.
101 Port(s)	
102 Bulk Carrier	12. The vessel is warranted to be a self-trimming bulk carrier and cargo to be loaded in unobstructed main holds only.
and Spaces	
103 Overtime	13. (a) Expenses
104	(i) All overtime expenses at loading and discharging ports shall be for account of the party ordering same.
105	(ii) If overtime is ordered by port authorities or the party controlling the loading and/or discharging terminal or facility all
106	overtime expenses are to be equally shared between the Owners and Charterers.
107	(iii) Overtime expenses for vessel's officers and crew shall always be for Owners' account.
108	(b) Time Counting
109	If overtime ordered by Owners is worked during periods excepted from laytime the actual time used shall count; if ordered by
110	Charterers/Receivers, the actual time used shall not count; if ordered by the port authorities or the party controlling the loading and/or
111	discharging terminal or facility half the actual time used shall count.
112 Separations	14. Cost of cargo separations, including labor used for laying same, to be for Charterers' account unless required by Owners, in which
113	case all resultant expenses shall be borne by the Owners. Separations ordered by Charterers shall be made to Master's satisfaction (but
114	not exceeding the requirements of the competent authorities).
115 Securing	15. (a) For Owners' account
116	Any securing required by Master or a competent authority having jurisdiction, for safe trim/stowage to be supplied by and paid for by
117	Owners, and time so used not to count as laytime or time on demurrage.
118 Delete para	Bleeding of bags, if any, at discharge port(s) to be at Owners' expense, and time actually lost is not to count.
(a) or (b) as	
119 appropriate	(b) For Charterers' account
120	Any securing required by Master or a competent authority having jurisdiction, for safe trim/stowage to be supplied by and paid for by
121	Charterers, and time so used to count as laytime or time on demurrage.
122	Bleeding of bags, if any, at discharge port(s) to be at Charterers'/Receivers' expense.
123 Fumigation	16. If after loading has commenced, and at any time thereafter untill completion of discharge, the cargo is required to be fumigated in
124	vessel's holds, the Owners are to permit same to take place at Charterers' risk and expense, including necessary expenses for
125	accommodating and victualling vessel's personnel ashore.
126	The Charterers warrant that the fumigants used will not expose the vessel's personnel to any health hazards whatsoever, and will comply
127	with current IMO regulations.
128	Time so lost to the vessel is to count as laytime or time on demurrage.
129 Opening/	17. At each loading and discharging port, cost of first opening and last closing of hatches shall be for Owners' account. Cost of all
130 Closing	other opening and closing of hatches, shall be far Charterers'/Receivers' account.
Hatches	
131	18. (a) Notice of Readiness

132 Notification of vessel's readiness to load and discharge at the first or sole loading and discharging port shall be delivered in writing at  
133 the office of Charterers/Receivers between 0900 and 1700 on all days except Sundays and Holidays, and between 0900 and 1200  
134 Saturdays. Such notice of readiness shall be delivered when the vessel is in the loading or discharging berth if vacant and accessible,  
135 failing which from a lay berth or anchorage within limits of the port, or otherwise as provided in Clause 18 (b) hereunder.

136 **Time** (b) **Waiting for Berth Outside Port Limits**

137 **Counting** If the vessel is prevented from entering the limits of the loading/discharging port(s) because the first or sole loading/discharging berth or  
138 a lay berth or anchorage is not available within the port limits, or on the order of the Charterers/Receivers or any competent official  
139 body or authority, and the Master warrants that the vessel is physically ready in all respects to load or discharge, the Master may tender  
140 vessel's notice of readiness, by telex, fax, radio if desired, from the usual anchorage outside the limits of the port, whether in free  
141 pratique or not, whether customs cleared or not. If after entering the limits of the loading port, vessel fails to pass inspections as per  
142 Clause 18(e) any time so lost shall not count as laytime or time on demurrage from the time vessel fails inspections until she is passed.

143 (c) **Commencement of Laytime**

144 Following receipt of notice of readiness laytime will commence at 0800 on the next day not excepted from laytime. Time (not excepted  
145 from laytime) actually used before commencement of laytime shall count.

146 (d) **Subsequent Ports**

147 At second or subsequent port(s) of loading and/or discharging, laytime or time on demurrage shall resume counting from vessel's arrival  
148 within the limits of the port or as provided in Clause 18(b) if applicable.

149 (e) **Inspection**

150 Unless the conditions of Clause 18 (b) apply, at first or sole loading port Master's notice of readiness shall be accompanied by pass of  
151 the competent authority's certificate of vessel's readiness in all compartments to be loaded, for the entire cargo covered by the  
152 Charterparty as per Clause 3. In the event that vessel loads in subsequent port(s) and is required to re-pass inspections in these ports,  
153 any time lost thereat in securing the required certificates shall not count as laytime or time on demurrage.

154 **Laytime** 19. (a) Vessel is to be loaded and discharged within ..... working days of twenty-four(24) consecutive hours each (weather  
155 permitting), Sundays and Holidays excepted.

156 (b) Vessel is to be loaded within ..... working days of twenty-four (24) consecutive hours each (weather permitting) Sundays  
and Holidays excepted.

157 *Delete para* (c) Vessel is to be discharged at the average rate of ..... metric tones of 1,000 Kilos per working day of twenty-four (24)  
158 *(a),(b) or (c)* consecutive hours (weather permitting),Sundays and Holidays excepted, on the basis of the Bill of Lading weight.  
159 *as appropriate*

160 (d) Notwithstanding any custom of the port to the contrary, Saturdays shall not count as laytime at loading and discharging port or  
161 ports where stevedoring labor and/or grain handling facilities are unavailable on Saturdays or available only at overtime and/or premium  
rates.

162 In ports where only part of Saturdays is affected by such conditions, as described above, laytime shall count until the expiration of the last  
163 straight time period.

164 Where six or more hours of work are performed at normal rates, Saturday shall count as laytime.

165 (e) In the event that the vessel is waiting for loading or discharging berth, no laytime is to be deducted during such period for  
166 reasons of whether unless the vessel occupying the loading or discharging berth in question is actually prevented from working grain due  
167 to weather conditions in which case time so lost is not to count.

168 **Demurrage/** 20. Demurrage at loading and/or discharging ports is to be paid at the rate of ..... per day or pro rata for part of a  
169 **Despatch** day and shall be paid by Charterers to Owners. Despatch money to be paid by Owners to Charterers at half the demurrage rate for all  
170 **Money** laytime saved at loading and/or discharging ports. Any time lost for which Charterers/Receivers are responsible, which is not excepted  
171 under this Charterparty, shall count as laytime, until same has expired, thence time on demurrage.

172 **Shifting** 21. (a) **Shifting expenses and time**

173 (i) Cost of shifting between loading berths and cost of shifting between discharging berths, including bunkers used, to  
174 be for Owners'/Charterers'\* account, time counting.

175 (ii) If vessel is required to shift from one loading or discharging berth to a lay berth or anchorage due to subsequent loading  
176 or discharging berth(s) not being available, all such shifting expenses, as defined above shall be for Owners'/Charterers'\*  
177 account, time counting.

178 (iii) If the vessel shifts from the anchorage or waiting place outside the port limits either directly to the first loading or



226 despatch rebate accounts, any time lost by the vessel through any of the above causes shall be counted as time used in loading, or  
227 discharging, as the case may be.

228 **Ice** 30. **Voyage and Discharging Port**  
229 (a) Should ice prevent the vessel from reaching the port of discharge, the Charterers shall have the option of keeping the vessel  
230 waiting untill the re-opening of navigation and paying demurrage or of ordering the vessel to a safe and immediately accessible port where  
231 she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the Owners or Master have given  
232 notice to the Charterers of impossibility of reaching port of destination.

233 (b) If during discharging, the Master, for fear of vessel being frozen in, deems it advisable to leave, he has liberty to do so with  
234 what cargo he has on board and to proceed to the nearest safe and accessible port. Such port to be nominated by Charterers as soon as  
235 possible, but not later than 24 running hours, Sundays and Holidays excluded, or receipt of Owners' request for nomination of a substitute  
236 discharging port, failing which the Master will himself choose such port.

237 (c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Owners shall receive the same  
238 freight as if the vessel had discharged at the original port of destination, except that if the distance to the substitute port exceeds 100  
239 nautical miles the freight on the cargo delivered at that port to be increased in proportion.

240 **Extra** 31. Any extra insurance on cargo incurred owing to vessel's age, class, flag or ownership to be for Owners' account up to a maximum  
241 **Insurance** of ..... , but the rates and terms shall not exceed the minimum quoted by the London insurance market, and may be deducted  
242 from  
the freight, in Charterers' option. The Charterers shall furnish evidence of payment supporting such deduction.

243 **P. & I.** 32. The vessel shall have the liberty as part of the contract voyage to proceed to any port or ports at which bunker oil is available for the  
244 **Bunker** purpose of bunkering at any stage of the voyage whatsoever and whether such ports are on or off the direct and/or customary route or  
245 **Clause** routes, between any of the ports of loading or discharge named in this Charterparty and may there take oil bunkers in any quantity  
246 in the discretion of Owners even to the full capacity of bunker tanks and deep tanks and any other compartment in which oil can be  
247 carried whether such amount is or is not required for the chartered voyage.

248 **Deviation** 33. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an  
249 infringement or breach of this Charterparty and the Owners shall not be liable for any loss or damage resulting therefrom; provided,  
250 however, that if the deviation is for the purpose of loading or unloading cargo or passengers it shall, *prima facie*, be regarded as  
251 unreasonable.

252 **Lien and** 34. The Owners shall have a lien on the cargo for freight, deadfreight, demurrage, and average contribution due to them under this  
253 **Cessar Clause** Charterparty. Charterers' liability under this Charterparty is to cease on cargo being shipped except for payment of freight, deadfreight,  
254 and demurrage at loading, and except for all other matters provided for in this Charterparty where the Charterers' responsibility is  
255 specified.

256 **Exceptions** 35. Owners shall be bound before and at the beginning of the voyage to exercise due diligence to make the vessel seaworthy and to have  
257 her properly manned, equipped and supplied and neither the vessel nor the Master or Owners shall be or shall be held liable for any loss of  
258 or damage or delay to the cargo for causes excepted by the U.S. Carriage of Goods by Sea Act, 1936 or any statutory re-enactment  
259 thereof.

260 And neither the vessel, her Master or Owners, nor the Charterers or Receivers shall, unless otherwise in this Charterparty expressly  
261 provided, be responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the cargo arising or resulting  
262 from: Act of God, act of war, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure  
263 under legal process, provided bond is promptly furnished to release the vessel or cargo; floods; fires; blockades; riots; insurrections; Civil  
264 Commotions; earthquakes; explosions. No exception afforded the Charterers or Receivers under this clause shall relieve them of or  
265 diminish their obligations for payment of any sums due to the Owners under provisions of this Charterparty.

266 **General Clause** 36. The International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on August 24,  
267 **Paramount** 1924 (the Hague Rules) as amended by the Protocol signed at Brussels on February 23, 1968 (The Hague-Visby Rules) and as enacted in  
268 the country of the shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such  
269 legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules in either the country of  
270 shipment or destination, the Hague-Visby Rules shall apply to this contract save where the Hague Rules as enacted in the country of  
271 shipment or destination is in place, and apply compulsorily to this contract. The Protocol signed in Brussels on December 21, 1979 (the  
272 SDR Protocol 1979) shall apply where the Hague-Visby Rules apply, whether mandatorily or by this contract. The Carrier shall in no case  
273 be responsible for loss of or damage to cargo arising prior to loading, after discharging or while the cargo is in charge of another carrier.

274 **Both-to** 37. If the liability for any collision in which the vessel is involved while performing this Charterparty falls to be determined in  
275 accordance with the laws of the United States of America, the following clause shall apply:  
276 **Collision** "If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the

277 **Clause** master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried  
278 hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or  
279 liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or  
280 non-carrying vessel or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying vessel or  
281 her owners as part of their claim against the carrying vessel or carrier.”

282 The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or  
283 in addition to, the colliding vessels or objects are at fault in respect to a collision or contact.

284 The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.

285 **General** 38. General Average shall be adjusted according to the York/Antwerp Rules 1994 and any subsequent modification thereof and shall be  
286 **Average/** settled in .....  
287 **New Jason** Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:

288 “In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause whatsoever.  
289 whether due to negligence or not, for the consequences of which, the Carrier is not responsible, by Statute, contract or otherwise, the  
290 goods, shippers, consignees or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices,  
291 losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect  
292 of the goods.

293 If a salving vessel is owned or operated by the Carrier, salvages shall be paid for as fully as if the said salving vessel or vessels belonged to  
294 strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage  
295 and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the Carrier before  
296 delivery.”

297 The Charterers shall procure that all Bills of Lading issued under this Charterparty shall contain the same clause.

298 **War Risks** 39. 1. The Master shall not be required or bound to sign Bills of Lading for any blockaded port or for any port which the Master or  
299 Owners in his or their discretion consider dangerous or impossible to enter or reach.

300 2. (a) If any port of loading or of discharge named in this Charterparty or to which the vessel may properly be ordered pursuant  
301 to the terms of the Bills of Lading be blockaded, or

302 (b) if owing to any war, hostilities, warlike operations, civil war, civil commotions, revolutions, or the operation of international  
303 law (a) entry to any such port of loading or of discharge or the loading or discharge of cargo at any such port be considered by the Master  
304 or Owners in his or their discretion dangerous or (b) it be considered by the Master or Owners in his or their discretion  
305 dangerous or impossible for the vessel to reach any such port of loading or of discharge-the Charterers shall have the right to order the  
306 cargo or such part of it as may be affected to be loaded or discharged at any other safe port of loading or of discharge within the range of  
307 loading or discharging ports respectively established under the provisions of the Charterparty (provided such other port is not blockaded  
308 or that entry thereto or loading or discharge of cargo thereat is not in the Master’s or Owners’ discretion dangerous or prohibited). If in  
309 respect of a port of discharge no orders be received from the Charterers within 48 hours after they or their agents have received from the  
310 Owners a request for the nomination of a substitute port, the Owners shall then be at liberty to discharge the cargo at any safe port which  
311 they or the Master may in their or his discretion decide on (whether within the range of discharging ports established under the provisions  
312 of the Charterparty or not) and such discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment so far as  
313 cargo so discharged is concerned. In the event of the cargo being loaded or discharged at any such other port within the respective range  
314 and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the vessel  
315 and all other conditions whatsoever as if the voyage performed were that originally designated. In the event, however, that the vessel  
316 discharges the cargo at a port outside the range of discharging ports established under the provisions of the Charterparty, freight shall be  
317 under the provisions of the Charterparty, freight shall be paid as for the voyage originally designated and all extra expenses involved in  
318 reaching the actual port of discharge and/or discharging the cargo thereat shall be paid by the Charterers or Cargo Owners. In this later  
319 event the Owners shall have a lien on the cargo for all such extra expenses.

320 3. The vessel shall have liberty to comply with any directions or recommendations as to departure, arrival, routes, ports of call,  
321 stoppages, destinations, zones, waters, delivery or in any other wise whatsoever given by the government of the nation under whose flag  
322 the vessel sails or any other government or local authority including any de facto government or local authority or by any person or body  
323 acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the  
324 terms of the war risks insurance on the vessel the right to give any such directions or recommendations. If by reason of or in  
325 compliance with any such directions or recommendations, anything is done or is not done such shall not be deemed a deviation.

326 If by reason of or in compliance with any such directions or recommendations the vessel does not proceed to the port or ports of discharge  
327 originally designated or to which she may have been ordered pursuant to the terms of the Bills of Lading, the vessel may proceed to any  
328 safe port of discharge which the Master or Owners in his or their discretion may decide on and there discharge the cargo. Such

329 discharge shall be deemed to be due fulfilment of the contract or contracts of affreightment and the Owners shall be entitled to freight as  
330 if discharge has been effected at the port or ports originally designated or to which the vessel may have been ordered pursuant to the terms  
331 of the Bills of Lading. All extra expenses involved in reaching and discharging the cargo at any such other port of discharge shall be paid  
332 by the Charterers and/or Cargo Owners and the Owners shall have a lien on the cargo for freight and all such expenses.

333 **Address** 40. An address commission of ... % on gross freight, deadfreight and demurrage is due to Charterers at the time freight and/or demurrage  
334 **Commission** is paid, vessel lost or not lost, Charterers having the right to deduct such commission from payment of freight and/or demurrage.

335 **Brokerage** 41. A brokerage commission of ..... % on gross freight, deadweight, and demurrage is payable by Owners to .....  
336 **Commission** .....  
337 at time of receiving freight payment and/or demurrage payment(s), vessel lost or not lost.

338 **Assignment** 42. Charterers have the privilege of transferring/assigning/reletting all or part of this Charterparty to others (guaranteeing to the Owners  
339 the due fulfilment of this Charterparty).

340 **Arbitration** 43. All disputes arising out of this contract shall be arbitrated in New York or London in the following manner, and be subject to  
341 the operative law in the chosen forum.

342 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  
343 shall be final, as the governing law permits, and for the purpose of enforcing any award it may be made a rule of the court. The Arbitrators  
344 shall be commercial persons, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the  
345 Society of Maritime Arbitrators Inc., if arbitration is in New York, or the London Maritime Arbitrators Association if in London.

346 For disputes where the total amount claimed by either party does not exceed U.S.\$ ..... \*\* the arbitration shall be conducted in  
347 accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc., if the arbitration is in New York, or the  
348 London Maritime Arbitrators Association Small Claims Procedure, if in London.

\*\* 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.

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